Partners in UK offshore wind

MONA OFFSHORE WIND PROJECT

Response to Griff Parry on behalf of Harriet Mary Parry, Robert Wynne Parry, Griffith Wynne Parry and Elizabeth Wynne Wade D4 Submissions

Deadline: 5

Application Reference: EN010137

Document Reference: S_D5_15

Document Number: MOCNS-J3303-DMC-10453

3 December 2024

F01

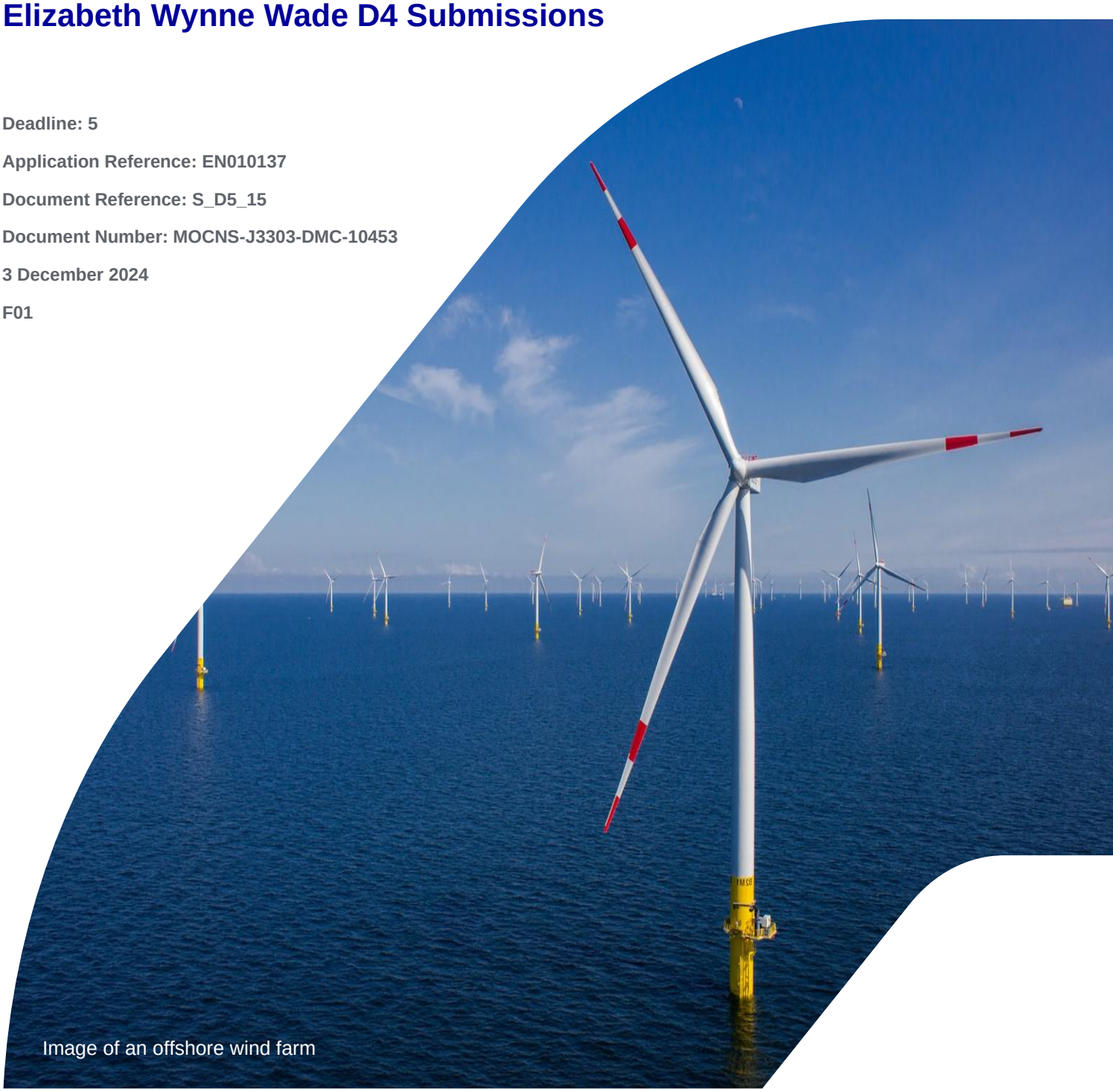

Image of an offshore wind farm

www.morganandmona.com/en

Document status

Version	Purpose of document	Authored by	Reviewed by	Approved by	Review date
F01	Submission at D5	Dalcour Maclaren	Mona Offshore Wind Ltd	Mona Offshore Wind Ltd	3 Dec 2024

Prepared by:

Dalcour Maclaren

Prepared for:

Mona Offshore Wind Ltd.

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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,

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.

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).

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

Units

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

1 Response to Griff Parry on behalf of Harriet Mary Parry, Robert Wynne Parry, Griffith Wynne Parry and Elizabeth Wynne Wade D4 Submissions

1.1 Introduction

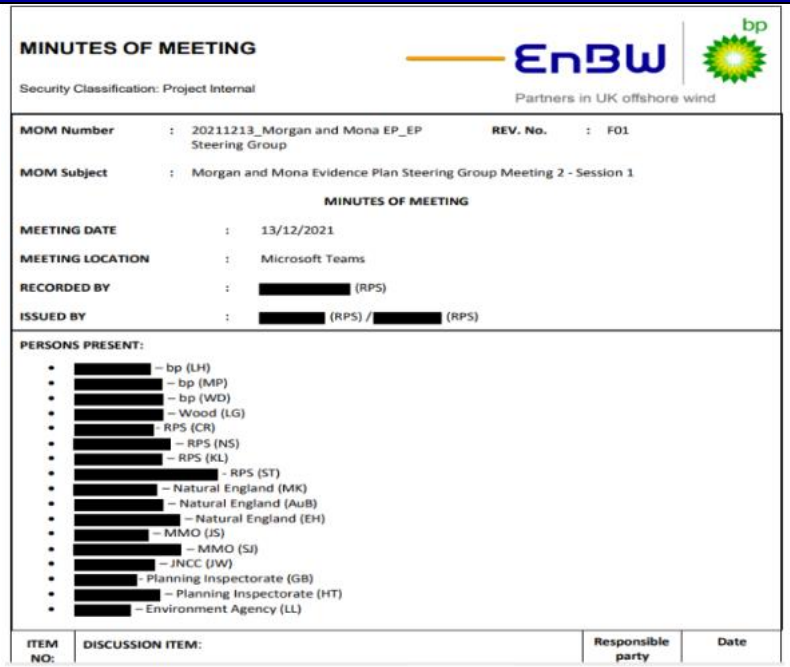
1.1.1.1 The Applicant has responded to each of Mr Parry's deadline 4 submissions below.

2 Response to Griff Parry on behalf of Harriet Mary Parry, Robert Wynne Parry, Griffith Wynne Parry and Elizabeth Wynne Wade D4 Submission - Post Hearing Summary

Table 2.1: REP4-121 - Griff Parry – Post Hearing Summary

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
REP4-121.1	2.0 Introduction 2.1 The Objectors have made written submissions to this examination and intend to try and summarise the key issues here for the Compulsory Purchase Hearing. 2.2 The Objectors have a neutral view on, and do not explicitly or implicitly wish to interfere with the confirmation of this Order beyond its impact on themselves and their land unless that is the only way that Robert Parry can continue to be able to implement his scheme. 2.3 The impact of the Scheme on the Objectors plans for the land can be seen in the drawing below with the Limits of Deviation overlaid. 	The Applicant notes the points raised in 2.1-2.3. In terms of the points raised in 2.4-2.5, the powers sought in respect of plots 06-102 to 06-105 are necessary and proportionate and they are limited to rights, not the acquisition of land.

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	2.4 The Panel is respectfully invited to recommend the exclusion of plots 06-102 to 06-105 from the Order for the reasons to be outlined as follows. 2.5 If the Panel cannot agree to recommend the exclusion of plots 06-102 to 06-105 in their entirety then the Panel is respectfully invited to recommend modification of the Promoter's application for the powers in order to mitigate the impact of the Mona Scheme on the Objector's proposals for the land.	
REP4-121.2	**3.0 <u>The reasons for excluding the Plots altogether</u>** 3.1 **Whether the Promoter has considered all reasonable alternatives** 3.1.1 The Promoter has not considered Reasonable Alternatives as required. This is discussed at Sections 9.2.1, 10, 10.2 to 10.3 of the August 7th Submissions and further at REP1-083.2 and 15 and 21 and 24 and 26 and Appendix 01 of the September 30th Rebuttal. 3.1.2 The advanced development of the project including on shore route corridors is evident in the minutes of the Expert Working Group ("EWG") Meeting No.2 dated 13/12/21.	The Applicant has addressed the minutes of the Expert Working Group (EWG) Steering Group in its response to REP3-108.2 (REP4-052) and has provided its response to the consideration of reasonable alternatives most recently in its response to REP3-108.3 (REP4-052).

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
		

MINUTES OF MEETING

Security Classification: Project Internal

Partners in UK offshore wind

MOM Number	: 20211213_Morgan and Mona EP_EP Steering Group	**REV. No.** :	F01
MOM Subject	: Morgan and Mona Evidence Plan Steering Group Meeting 2 - Session 1		

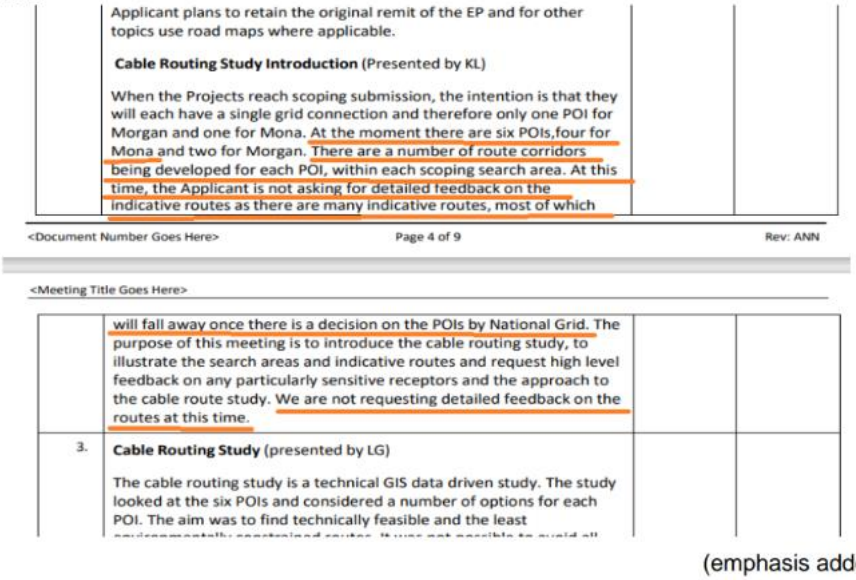
MINUTES OF MEETING

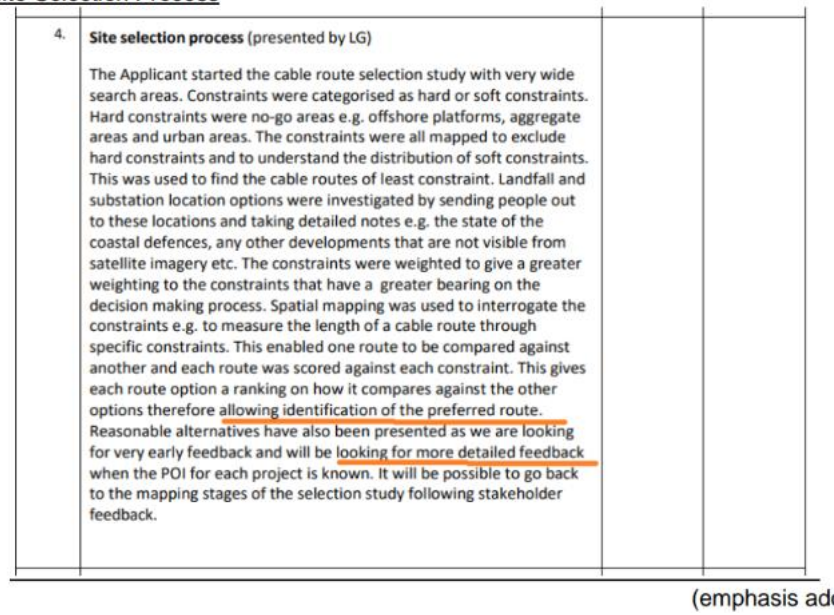
MEETING DATE	:	13/12/2021
MEETING LOCATION	:	Microsoft Teams
RECORDED BY	:	[redacted] (RPS)
ISSUED BY	:	[redacted] (RPS) / [redacted] (RPS)

PERSONS PRESENT:

- [redacted] – bp (LH)
- [redacted] – bp (MP)
- [redacted] – bp (WD)
- [redacted] – Wood (LG)
- [redacted] - RPS (CR)
- [redacted] – RPS (NS)
- [redacted] – RPS (KL)
- [redacted] - RPS (ST)
- [redacted] – Natural England (MK)
- [redacted] – Natural England (AuB)
- [redacted] – Natural England (EH)
- [redacted] – MMO (JS)
- [redacted] – MMO (SJ)
- [redacted] – JNCC (JW)
- [redacted] - Planning Inspectorate (GB)
- [redacted] – Planning Inspectorate (HT)
- [redacted] – Environment Agency (LL)

ITEM NO:	DISCUSSION ITEM:	Responsible party	Date

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	"2. Overview of Projects (presented by MP) *……. "*  Applicant plans to retain the original remit of the EP and for other topics use road maps where applicable. **Cable Routing Study Introduction** (Presented by KL) When the Projects reach scoping submission, the intention is that they will each have a single grid connection and therefore only one POI for Morgan and one for Mona. At the moment there are six POIs,four for Mona and two for Morgan. There are a number of route corridors being developed for each POI, within each scoping search area. At this time, the Applicant is not asking for detailed feedback on the indicative routes as there are many indicative routes, most of which <Document Number Goes Here> Page 4 of 9 Rev: ANN <Meeting Title Goes Here> will fall away once there is a decision on the POIs by National Grid. The purpose of this meeting is to introduce the cable routing study, to illustrate the search areas and indicative routes and request high level feedback on any particularly sensitive receptors and the approach to the cable route study. We are not requesting detailed feedback on the routes at this time. 3. **Cable Routing Study** (presented by LG) The cable routing study is a technical GIS data driven study. The study looked at the six POIs and considered a number of options for each POI. The aim was to find technically feasible and the least (emphasis added) This demonstrates how "alternatives" were developed for all 4 potential MONA POIs rather than just Bodelwyddan.	

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	Item no.4 *"4. Site Selection Process*  4. **Site selection process** (presented by LG) The Applicant started the cable route selection study with very wide search areas. Constraints were categorised as hard or soft constraints. Hard constraints were no-go areas e.g. offshore platforms, aggregate areas and urban areas. The constraints were all mapped to exclude hard constraints and to understand the distribution of soft constraints. This was used to find the cable routes of least constraint. Landfall and substation location options were investigated by sending people out to these locations and taking detailed notes e.g. the state of the coastal defences, any other developments that are not visible from satellite imagery etc. The constraints were weighted to give a greater weighting to the constraints that have a greater bearing on the decision making process. Spatial mapping was used to interrogate the constraints e.g. to measure the length of a cable route through specific constraints. This enabled one route to be compared against another and each route was scored against each constraint. This gives each route option a ranking on how it compares against the other options therefore allowing identification of the preferred route. Reasonable alternatives have also been presented as we are looking for very early feedback and will be looking for more detailed feedback when the POI for each project is known. It will be possible to go back to the mapping stages of the selection study following stakeholder feedback. (emphasis added) These alternatives were developed to the extent that the Promoter's "preferred route"(s) for each possible POI were already selected and merely awaiting National Grid selecting the POI.	

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	Item no.5 "5.*Identified Constraints* " 5. **Identified constraints** (presented by LG) Each POI has several landfall options, except Bodelwyddan, which has only one landfall option. There are SPAs around the entire North Wales and English coast in this area therefore it has been impossible to completely avoid them. The Flyde MCZ blocks the coast in front of the Penwortham POI therefore the shortest route through the MCZ has been used. However, a detailed look at the distribution of the designated benthic habitats within the MCZ will be done of the POI chosen by NG and this may identify a different route as being the one least constrained. The Connah's Quay route goes through the narrowest point of the Dee Estuary SAC. In some places, there are multiple designations for the same habitats, however these have been considered separately (emphasis added) 3.1.3 Although the Promoter continued to "consult" on several points of landfall, for the Bodelwyddan POI option it already knew that Llanddulas East landfall was the only possible option.	
REP4-121.3	3.1.4 Llanddulas East landfall gave rise to cable route Llanddulas East A and 65% linearly identical Llanddulas East B and Llanddulas East C. The latter having already been eliminated as the EWG Steering Group of 13/12/2021 described, that "preferred routes" had already been selected. The PEIR report confirms that C was eliminated due to ecological, ancient woodland, and presence of key strategic development sites. 3.1.5 The minutes of EWG Meeting No.3 dated 20/07/2022 show when National Grid made the POI decision known to the Promoter.	The Applicant refers to its response above at REP4-121.2.

MINUTES OF MEETING

Security Classification: Project Internal

Partners in UK offshore wind

MOM Number	: 20220720_Morgan and Mona SG	**REV. No.**	: F02
MOM Subject	: Morgan and Mona Evidence Plan Steering Group meeting 3.		

MINUTES OF MEETING

MEETING DATE	: 20/07/2022
MEETING LOCATION	: Microsoft Teams
RECORDED BY	: [redacted] (RPS)
ISSUED BY	: [redacted] (RPS)

PERSONS PRESENT:

- [redacted] – bp (GV)
- [redacted] – bp (MP)
- [redacted] – bp (WD)
- [redacted] – RPS (KL)
- [redacted]
- [redacted] – Natural England (AuB)
- [redacted] - Natural England (LB)
- [redacted] - Natural England (MK)
- [redacted] – JNCC (JW)
- [redacted] – NRW (LR)
- [redacted] - Planning Inspectorate (GB)
- [redacted] - Planning Inspectorate (HT)
- [redacted] - MMO (JS)
- [redacted] - MMO (DN)

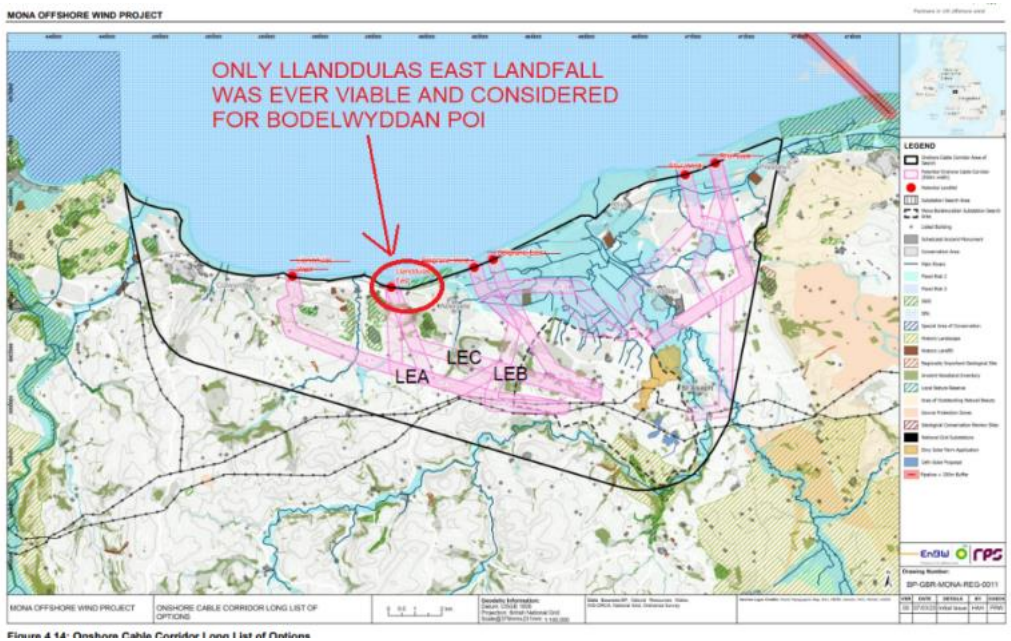
APOLOGIES:

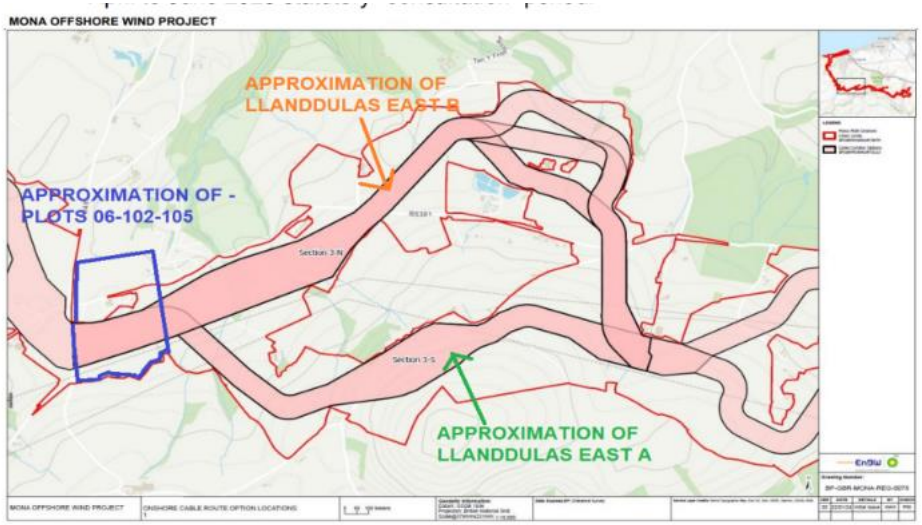
ITEM NO:	DISCUSSION ITEM:	Responsible party	Date
1.	**Project update (presented by WD)**		
2.	**Offshore Cable Corridor route selection (presented by GV)** This is a high-level overview. Detailed information on the site selection process will be presented within the site selection and consideration of alternatives chapter of the PEIR. Due to the Offshore Transmission Network Review (OTNR), National Grid (NG) could not initially provide a grid connection offer against the originally agreed programme. In order to mitigation the potential impacts of this on programme and the ability for Mona to potentially contribute to the 2030 Government targets for offshore wind energy, scoping reports were prepared against four potential points of interconnection (POI) to the grid. In March 2022 NG indicated a strong likelihood for POI at Bodelwyddan. NG confirmed grid connection at Bodelwyddan in May 2022.		

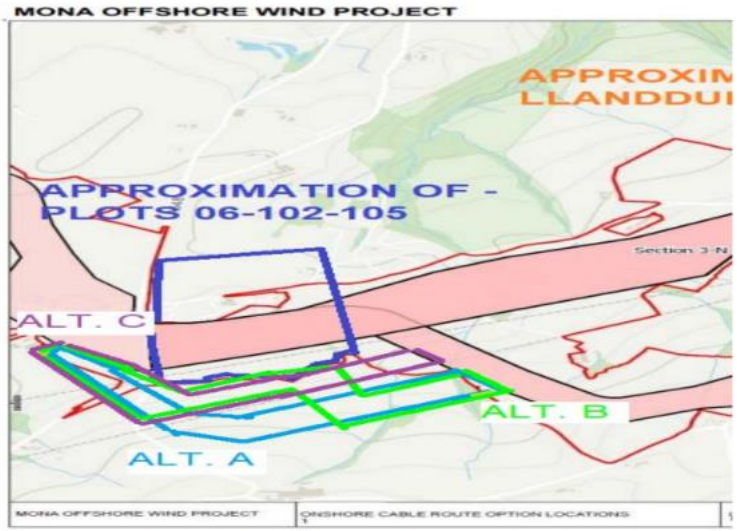
(emphasis adde

3.1.6 There is clearly no ambiguity about what was known by December 2021.

3.1.7 In this way it can be seen that National Grid (rather than the Promoter), by deciding on a POI at Bodelwyddan, also selected the Llanddulas East Point of Landfall and thereby also

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	selected Llanddulas East A and 65% identical Llanddulas East B as the on shore corridor. Llanddulas East C having already been dismissed (prior to December 2021). 3.1.8 There is clearly no ambiguity or misunderstanding about the decisions made and when.	
REP4-121.4	3.1.9 Figure 4.14 from the PEIR report describes 6 points of landfall and up to 16 cable corridors but it was known in advance of the EWG December 2021 meeting that only 1 landfall was viable and therefore, similarly only 1 to 1.5 cable corridors were identified and progressed although it was Spring 2022 before this was crystallised by National Grid's decision as shown in the minutes of EWG Meeting No.3.  3.1.10 Post National Grid decision, in the Spring of 2022, the Promoter went on to consult with all the landowners and undertake 2 rounds of non-statutory consultation and submit a Scoping Report based on the above and 3 landfall points and 6 cable corridor routes even though they had already been eliminated.	The Applicant refers to its response at REP3-108.6 (REP4-052), which states *'site selection and consideration of alternatives process was reset and began in earnest following the identification of the Bodelwyddan substation POI. No decision on the landfall or onshore cable route (or onshore substation) had been taken until the rounds of non-statutory and statutory consultations had been completed.*' A comprehensive response on early site selection has been provided in its response to REP3-108.2 (REP4-052).

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	3.1.11 Despite the Promoter's claims in Volume 1 (Environmental Statement), Chapter 4: Site Selection and Consideration of Alternatives, the Promoter itself only ever itself "selected" between Llanddulas East A and 65% identical Llanddulas East B and no other options were considered to these.	
REP4-121.5	3.1.12 Llanddulas East A and B routes are identical from Landfall as far east as plot 06-105 which is the Objectors' most eastern plot. From there eastwards Llanddulas East B offers minor deviations to Llanddulas East A for parts of the route back to the substation site. Figure 1.5 (below) from the BRAG report shows the minor alternatives commencing just after and east of the Objectors' land and it was this and similar minor deviations on which the Promoter prepared the BRAG report and consulted on in the April to June 2023 statutory "consultation" period.  Figure 1.5: Onshore Cable Route Option Locations (Section 3N and 3S). 3.1.13 What is abundantly clear though is that alternatives for the Objectors land were never developed or considered. However, reasonable alternatives do, in fact, exist.	The Applicant refers to its response to REP3-108.2 (REP4-052).
REP4-121.6	3.1.14 Alternatives were put to the Promoter prior to the DCO application but merely dismissed by the Promoter without any technical consideration preferring to extol the virtues of its own	The Applicant refers to its response to REP3-108.3 (REP4-052).

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	predetermined route. However the existence of Alternatives A, B and C referred to section 10.3 of the August 7th Submissions shows that reasonable alternatives are available. See below:  **Figure 1.5: Onshore Cable Route Option Locatio** 3.1.15 The centres of the AC Line and the 4ZB lines are @200 metres apart at their intersection with the A548 and are 157 metres apart at the point where they cross plot 06-105. These separation distances comfortably allow for the 25m safe distances and substantial working areas between them.	
REP4-121.7	3.1.16 The Promoter however advises that they have not considered these alternatives and that they will not consider these alternatives. In a meeting which took place on 17/9/2024 they advised that “it was simply too late in the process to consider them” however, it is clear that had they been put forward March 2022 or even December 2021 then “it would have been too late in the process“ then as well. 3.1.17 By having not and continuing to not consider these “reasonable alternatives” then the Promoter is not able to rely on the consent of statutory powers and the Order is premature. The Panel is respectfully requested to direct the Promoter to adjourn the Order until such time as these reasonable alternatives have been considered. 3.1.18 Further, until such time as these reasonable alternatives have been considered and solid reasons for their elimination established then it is not possible to make a “compelling case” for the	The Applicant has reviewed the alternative options put forward through the representations and provided feedback as set out in its response to REP3-108.3 (REP4-052).

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	Objector's land under Section 122(3) of the Act or indeed whether the Objectors land is in fact, "required" at all as is requisite under 122(2) of the Act as defined in the Sharkey Court of Appeal case.	
REP4-121.8	**3.2 <u>The Promoter has not fulfilled its duty to consult and take account of consultation</u>** 3.2.1 This is addressed in Section 9.2.2 and Section 11 of the August 7th Submissions and REP1-083.3 and 16 and 28 and 29 and 43 and Appendix 2 of the September 30th Rebuttal. 3.2.2 Lord Sedley determined that "*if consultation was to be carried out then it should be done **properly***" and he set down the principles of consultation in R v Brent Borough Council, Ex p Gunning (1985) which have come to be known as the Sedley Gunning Principles: "*consultation must be undertaken at a time when proposals are still at a formative stage; it must include sufficient reasons for particular proposals to allow those consulted to give intelligent consideration and an intelligent response; adequate time must be given for this purpose; and the **product of consultation must be conscientiously taken into account when the ultimate decision is taken***".(emphasis added) 3.2.3 Section 1.1 above demonstrates the Promoter's timeline whereby the preferred route for each POI was already selected by 12 December 2021 (see minutes of EWG Steering Group Meeting No. 2). Llanddulas East A and 65% identical twin route Llanddulas East B (both corridors being identical from landfall to the eastern extremity of the Objectors Plots) were therefore formally crystallised as the route from Spring 2022 when National Grid confirmed Bodelwyddan as the preferred POI. 3.2.4 This timing is corroborated by the simultaneous commencement of negotiation for ecological surveys and land referencing and making contact with landowners generally by the Promoter's agents.	The Applicant refers to its response to REP3-108.4 (REP4-052) in undertaking consultation for the DCO in compliance with the Sedley Gunning principles. The Applicant refers to its response to REP3-108.2 (REP4-052) regarding POI selection.
REP4-121.9	3.2.5 Despite quite clearly having already predetermined and selected the route and the design being advanced well beyond a "formative stage", the Promoter submitted a scoping report based on vague "Rochdale Envelopes" and claims to have carried out 2 rounds of non-statutory consultation in addition to landowner consultation based on 3 landfall locations and up to 6 onshore corridors which were already eliminated. There was simply no possibility of the feedback from those "consultations", especially from the Objectors, being "taken into account" and indeed it wasn't.	The Applicant refers to its responses in REP3-108.2 (Early Site Selection), REP3-108.4 (Consultation) and REP3-108.5 (The Rochdale Envelope Approach), all contained in document REP4-052.
REP4-121.10	3.2.6 The Promoter instead viewed consultation solely as an opportunity to Promote its Scheme and iterate its requirements whilst referring (threatening- contrary to section 43 of the Welsh Government circular 003/2019) to CPO powers in a thinly veiled attempt to portray the impression	The Applicant refers to its response at REP3-108.6 (contained in document REP4-052).

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	that matters are already finalised and the cables and their impact are inevitable and that it was futile to resist. The main aim of the iteration was to persuade landowners to enter into heads of terms. 3.2.7 The Objectors refute the Promoters mantra that it "is a responsible developer committed to listening to the view of stakeholders including landowners". The Objectors' experience is very different to that.	
REP4-121.11	3.2.8 Notwithstanding the claims in the Promoter's Consultation Report, the Promoter has clearly not complied with its obligations under sections 42 to 48 and especially under section 49 of the 2008 Act. Neither has it complied with Section 67 of the Welsh Government Circular Ref: 003/2019 Compulsory Purchase in Wales and the Crichel Down Rules or indeed Section 19 of the Guidance on Compulsory Purchase Process and The Crichel Down Rules: February 2018 Update. 3.2.9 The complete failure of consultation on behalf of the Promoter means that it is not able to rely on the award of the statutory powers and the Order is premature. The Panel is therefore respectfully invited to direct the Promoter to adjourn the Order until such time as it has returned the scheme to a formative stage for instance by considering Griff Parry's Alternatives and to consult and take account of the consultation received on those Alternatives before starting to move forward again.	The Applicant refers to its response at REP3-108.4 (contained in document REP4-052).
REP4-121.12	**3.3 <u>The Promoter has not demonstrated a compelling case in the public interest outweighing the harm suffered for impacting on Plots 06-102 to 06-105.</u>** 3.3.1 This is discussed in more detail in section 9.2.1 of the August 7th Submissions and also REP1-083.2 and 4and 14 and 18 and 38 of the September 30th Rebuttal. 3.3.2 When challenged on this, the Promoter has merely cited 2 documents as its "compelling case". However, as far as the Objectors can see, Section 1.4 of the Statement of Reasons (App-029) merely lists relevant legislation and where appropriate, the legislation's aims with no attempt to explain how the Scheme meets or exceeds these aims. Likewise Chapter 2 of Volume 4 of the Environmental Statement is merely an essay on climate change with no conclusion or understandable means of what the impact of the Scheme would be on that climate change. 3.3.3 On the alternative or balancing side of this important equation then it would seem logical that the Promoter should give some commentary as to the harm to be suffered by individuals by its proposals. However this is not considered anywhere in the Promoter's application documentation. There is a vague ambiguous implication or acknowledgement that there may be some kind of detriment being suffered by its reference to parties being entitled to claim	The Applicant refers to its responses at REP3-108.22 and REP3-108.41 (contained in document REP4-052).

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	compensation (i.e. as a consequence of suffering detriment or loss) in section 1.12.1.12 of the Statement of Reasons within the section on human rights. 3.3.4 The Objectors believe that such a vague and ambiguous approach to this important test falls well short of the requirements of Section 122(3) of the 2008 Act or sections 7 to 19 of the Guidance to the Act or indeed to sections 10, 16, 30, 31, and 53 of the Welsh Government Circular 003/2019: Compulsory Purchase in Wales and 'The Crichel Down Rules (Wales Version 2020) which all require the case to be **"demonstrated**".	
REP4-121.13	3.3.5 Notwithstanding the above, the Objectors case is that the Promoter's ultimate scheme, as currently proposed, is likely to be highly detrimental to Robert Parry's proposals and will thereby cause considerable harm. 3.3.6 There is however, an opportunity for the Promoter to achieve 100% of the "public benefits" of the Scheme but, given the broad landowner support (as well as deployment of the 2010 Statutory Instrument)(1), a fraction of the corresponding harm to those affected by deploying Alternatives A,B or C instead thereby freeing up the Plots for Robert Parry's Scheme. 3.3.7 The Panel are therefore again requested to direct the Promoter to adjourn its application and carry out a full review of these options and to review and present its compelling case accordingly and in accordance with the requirements.	The Applicant refers to its response to REP3-108.3 (REP4-052).
REP4-121.14	**4.0 Modifying the Order so that there are balancing constraints on the Promoter in respect of the Plots.** 4.1.1 Removing the Plots from the Order would be the optimum solution for the Objectors because it would leave Robert Parry fully free to promote his own proposals and to his own timescale. 4.1.2 Further, the Objectors have indicated that if the permanent impact on the Plots was removed then they may be able to assist with the temporary use of their land including some outside of the current Limits of Deviation, for instance as working area, subject of course, to timescale. 4.1.3 However, and without prejudice to their contention that the plots should be removed, in the event that the Panel do not feel able to recommend removing the Plots from the Order then the Objectors consider that the following issues are relevant.	The Applicant has responded to the issues raised below.
REP4-121.15	**4.2 Width of Permanent Easement** 4.2.1 Section 3.7.2.16 of Volume 1 of the Environmental Statement, Chapter 3: Project Description states that a standard width of 30 metres (or wider on occasions) is proposed for the	The Applicant refers to its response at REP3-108.3 (contained in document REP4-052).

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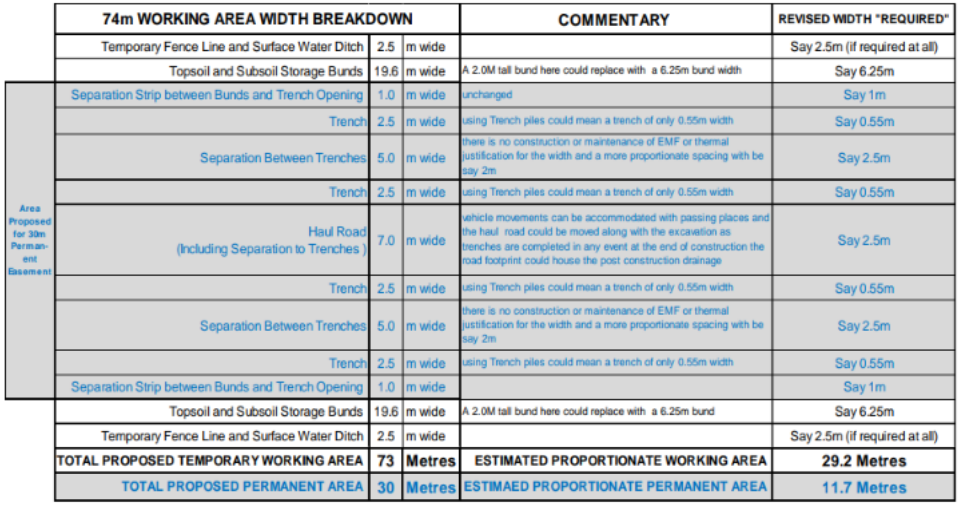
	permanent easement however this has been shown to be for reasons of custom and industry practice rather than being due to the fact this amount of land is, in fact, actually “required” and “necessary for the accomplishment” of the Scheme. Section 12 of the 7th August Submission deals with this and the Promoter provided stand alone document Hearing Action Point Submission regarding the cross section which was rebutted by Griff Parry and itself attracted a further Response from the Promoter Document Number MOCNS-J3303-RPS-10307.	
REP4-121.16	4.2.2 It remains the case however that the Promoter is seeking to have a separation width of 7.5M between trench cable centres on the grounds of thermal derating or heat dissipation but has not provided any calculations or evidence whatsoever to justify this extraordinarily wide area. In any event heat dissipation can be managed by reducing it at source by i.e. reducing electrical resistance by using higher capacity and good quality cables and otherwise using high quality cement bound fill materials, thereby enabling efficient heat dissipation. 4.2.3 The Promoter also seeks to use open trench excavation rather than use trench boards/ sheet piles which would be safer and avoid shallow angled trench walls thereby unnecessarily extending the area between trenches and causing less disruption to the ground.	The Applicant refers to its response at REP3-108.38 (contained in document REP4-052) regarding electrical separation, and its response at REP2-102.11 through to REP2-102.14 (in REP3-040) regarding method of trench excavation.
REP4-121.17	4.2.4 The Promoter is still seeking to install a two lane haul road through the centre of the easement in line with its custom and practice rather than due to it being “required” and “necessary for the accomplishment of the” Scheme. This is not a permitted use of the powers in section 122(2) of the 2008 Act and the Guidance to the Act and the tests set down in the Sharkey case. 4.2.5 The unnecessary separation spaces and haul road are all intended for sterilisation as part of the permanent easement and this is unfair and unreasonable. 4.2.6 The Objectors have suggested that a permanent sterilised easement width of say 12m would be sufficient as follows:	The Applicant refers to its response to REP2-102.43 through to REP2-102.55 (contained in document REP3-040) in relation to the proposed haul road, and refers to its response at REP2- 102.56 (in REP3-040) in relation to Mr. Parry’s proposed Onshore Cable Corridor width and permanent easement width.

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
		

	74m WORKING AREA WIDTH BREAKDOWN			COMMENTARY	REVISED WIDTH "REQUIRED"
	Temporary Fence Line and Surface Water Ditch	2.5	m wide		Say 2.5m (if required at all)
	Topsoil and Subsoil Storage Bunds	19.6	m wide	A 2.0M tall bund here could replace with a 6.25m bund width	Say 6.25m
Area Proposed for 30m Perman-ent Easement	Separation Strip between Bunds and Trench Opening	1.0	m wide	unchanged	Say 1m
	Trench	2.5	m wide	using Trench piles could mean a trench of only 0.55m width	Say 0.55m
	Separation Between Trenches	5.0	m wide	there is no construction or maintenance of EMF or thermal justification for the width and a more proportionate spacing with be say 2m	Say 2.5m
	Trench	2.5	m wide	using Trench piles could mean a trench of only 0.55m width	Say 0.55m
	Haul Road (Including Separation to Trenches)	7.0	m wide	vehicle movements can be accommodated with passing places and the haul road could be moved along with the excavation as trenches are completed in any event at the end of construction the road footprint could house the post construction drainage	Say 2.5m
	Trench	2.5	m wide	using Trench piles could mean a trench of only 0.55m width	Say 0.55m
	Separation Between Trenches	5.0	m wide	there is no construction or maintenance of EMF or thermal justification for the width and a more proportionate spacing with be say 2m	Say 2.5m
	Trench	2.5	m wide	using Trench piles could mean a trench of only 0.55m width	Say 0.55m
	Separation Strip between Bunds and Trench Opening	1.0	m wide		Say 1m
	Topsoil and Subsoil Storage Bunds	19.6	m wide	A 2.0M tall bund here could replace with a 6.25m bund	Say 6.25m
	Temporary Fence Line and Surface Water Ditch	2.5	m wide		Say 2.5m (if required at all)
	TOTAL PROPOSED TEMPORARY WORKING AREA	73	Metres	ESTIMATED PROPORTIONATE WORKING AREA	29.2 Metres
	TOTAL PROPOSED PERMANENT AREA	30	Metres	ESTIMAED PROPORTIONATE PERMANENT AREA	11.7 Metres

4.2.7 The Promoter, however, disagrees but it is clear to a layman that 30 m is very excessive and unjustifiable

REP4-121.18	4.2.8 As a way forward the Objectors request that if the Order is to be confirmed in respect of its Plots then the Order should contain constraints to protect the Objectors by for instance obliging the Promoter to use the highest capacity and quality cables to reduce electrical resistance and thereby heat production in need of dissipation. Also that the highest quality cement bound fills are used to surround the cables to ensure efficient heat dissipation so that trench separation distances can be minimised. 4.2.9 The Order should also contain a prohibition on a central haul road being used between cables. The Promoter can choose from having a lane either side of cable cross-section or better still a single haul lane outwith the cable area with passing places.	The Applicant refers to its response to REP3-108.21 (contained in document REP4-052) regarding cable capacity. The Onshore Export Cable design specification, including details of the Cement Bound Sand (CBS) surrounding the cable ducting, will be determined during detailed design to account for the thermal requirements of the cable. The Applicant refers to its response to REP2-102.43 through to REP2-102.55 (in REP3-040) in relation to the proposed haul road.
REP4-121.19	**4.3 <u>Location of Permanent Easement</u>** 4.3.1 The Limits of Deviation currently include the entire @280 m frontage to the A548 and the Promoter is seeking the freedom to install the cables anywhere of its choosing along this area.	The western edge of Work No. 14, which adjoins the A548, is around 213 metres in length.

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	4.3.2 The Promoter previously claimed that there was no access from the A548 into the Objectors land however this has been shown to be patently incorrect as the photograph below demonstrates.  4.3.3 This access is intended to be upgraded and used as the main entrance for Robert Parry's proposals yet it and the spine road as well is under threat due to the ambiguous cable corridor that the Promoter is seeking to reserve for itself.	The Applicant refers to its response to REP3-108.16 (contained in document REP4-052) regarding access and the field gate.
REP4-121.20	4.3.4 In total 10.69% of the Objectors' entire site would be sterilised under the Promoter's current proposals. Obviously for the reasons given in 2.2 above, if the permanent easement area could be halved to even say 15m then the sterilised would be 5.35% which would still be difficult but more tolerable. 4.3.5 If the Promoter could also be constrained so that it kept to the extreme south of the site then this would be of great assistance to the Objectors. Even better to direct the Promoter to follow Alternative routes D or E (as described in Section 10.3 of the August 7th Submissions would mean that both the Promoter's and Robert Parry's scheme could co-exist on this land.	As the Applicant explained at the compulsory acquisition hearing (CAH1), by seeking temporary possession powers over the whole Order Land with permanent rights or acquisition only over the as-built project, the Applicant's approach is to ensure that the land and rights in land to be acquired are no more than is reasonably required for the purposes of the project. The exact area of land subject to any new rights will be determined once

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
		construction has been completed and the cables are in situ.
REP4121.21	4.3.6 Alternatives D and E involve crossing the AC line pylon line between AC128 and AC 127 and are shown as follows:	The Applicant refers to its response to REP3-108.3 (contained in document REP4-052) regarding site selection and consideration of alternatives.

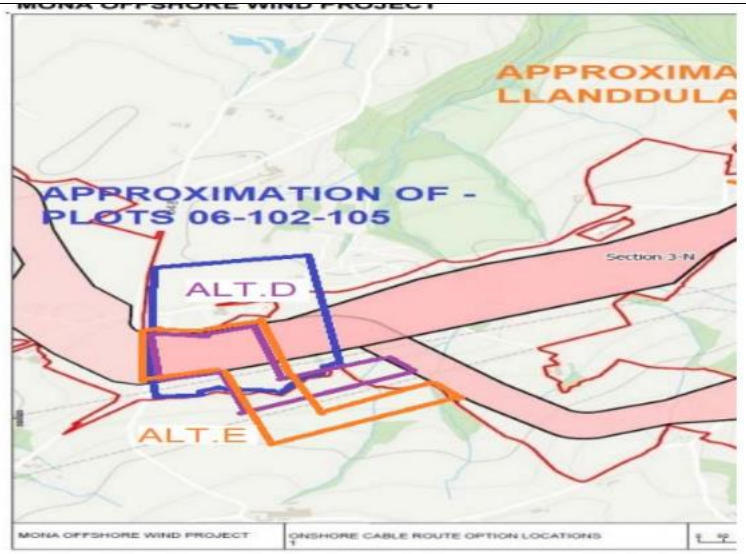


Figure 1.5: Onshore Cable Route Option Locations

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
REP4-121.22	4.3.7 In the event that the Plots cannot be removed altogether from the Order then the Panel is therefore respectfully invited to direct the Promoter to consider alternative D and E being, reasonable alternatives and to properly consult on them in line with the requirements of the Act. 4.3.8 The Promoter advises that ecological surveys and investigation etc, have not been carried out for this area but given that the works aren't scheduled to start until late 2026/27 so there is ample time to address these investigations in the meantime.	
REP4-121.23	**4.4 <u>Timescale For the Works – Project Timetable</u>** 4.4.1 The Limits of Deviation currently include the entire @280 m frontage to the A548 and the Promoter. 4.4.2 The Promoter advises that it anticipates confirmation of the Order in early 2025. 4.4.3 Sections 3.3.3.8 and 3.8.1.1 of Volume 1 (Environmental Statement), Chapter 3: Project Description states that physical construction is scheduled to commence in 2026. Works 13 and the temporary 190M square construction compound will clearly be required as early as possible in the process as part of the enabling works for much of the rest of the onshore part of the Scheme.	The Applicant does not recognise the 190M square construction compound being referenced. Work No. 13, which also includes land not owned by Messrs Parry, comprises of: 'temporary construction compounds and laydown areas with a total maximum area of 37,500 m2 and access to Work Nos. 12 and 14 during construction including works to the public highway and visibility splays'.
REP4-121.24	4.4.4 Notwithstanding that we say temporary possession is not even lawful in Development Consent Orders (Barry Denyer-Green)(2), it is understood that the Promoter will seek to occupy this and the 100m cable corridor width on 28 day's notice under temporary powers under Article 29 of the Order and is currently seeking 7 years (i.e. up to early 2032) during which the Promoter can serve an Article 29 Notice. 4.4.5 Even if temporary possession powers are lawful in a DCO, Article 29 as drafted does not a maximum period of temporary occupation of the land provided occupation has been taken before the 7 years expires. 4.4.6 Accordingly and provided the Promoter serves permanent rights notices and occupies the land required within 7 years of Order confirmation then there is nothing to prevent the Promoter being on site for the foreseeable future.	The Planning Act 2008 permits the inclusion of temporary possession powers within development consent orders. This is lawful and is precedented in numerous consented DCO's. As set out in Article 29(4) of the draft DCO, any land only needed for construction must be handed back and restored to the reasonable satisfaction of the landowner, and pursuant to Article 29(3), this must be within 12 months of completion of the relevant work, unless otherwise agreed with the owners of the land.
REP4-121.25	4.4.7 Section 3.7.2.43 of the Volume 1 (Environmental Statement), Chapter 3: Project Description states that the onshore cabling will take 33 months although there will be reinstatement and seasonal reestablishment on top. 4.4.8 As the example Gant Chart below shows, the most optimistic scenario for handback of the land would therefore be late 2030 which itself is a serious detriment to Robert Parry's proposals.	The Applicant notes that the 'Gant Chart' that has been included in Mr. Parry's submission is speculative.

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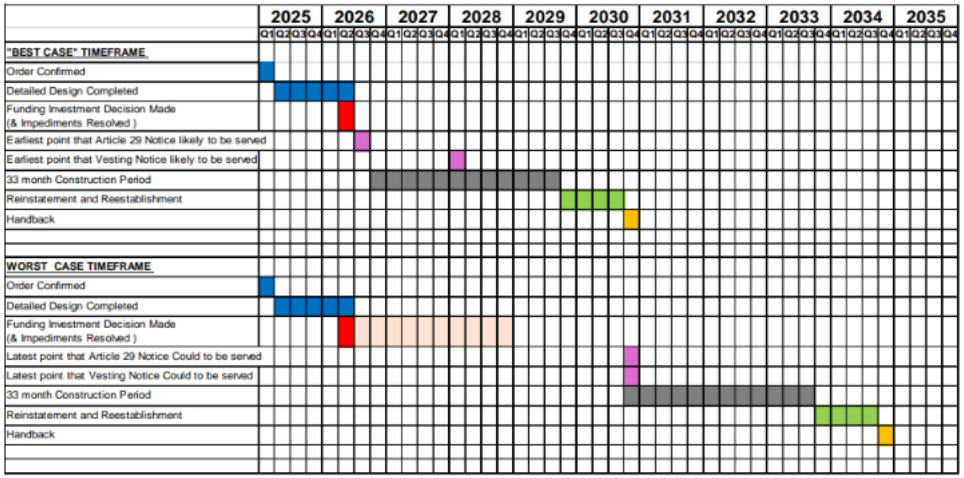
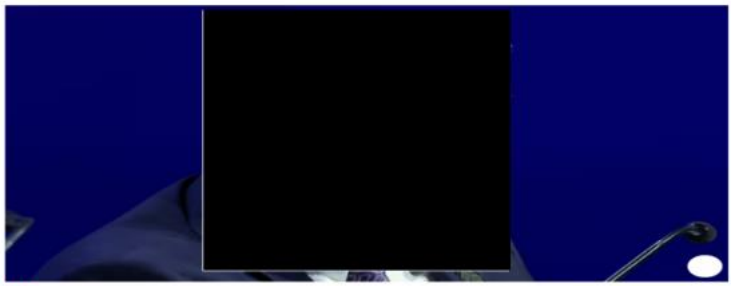
		

REP4-121.26	4.4.9 As the Order is currently drafted however the temporary and permanent rights (vesting) notices can be served at the very end of the 7 year period and there is, in fact, no need to commence actual physical construction until year 7 or even possibly later. This currently allows the Promoter to retain the land until late 2034 before handback or even beyond that. This is again unfair and unreasonable. 4.4.10 The only justification that the Promoter has provided for these notice timescales is that 7 years was the period permitted on other schemes such as Hornsea Three, Norfolk Boreas, Norfolk Vanguard East Anglia One North and East Anglia Two and article 2 of Hornsea Four. Custom and industry practice however does not however justify it especially when balanced against the harm it has the potential to cause to those affected. 4.4.11 The Panel is therefore respectfully requested to recommend some constraints on the extremely onerous notice timeframes. For instance Compulsory Purchase Orders ordinarily only permit a maximum of a 5 year window for notice serving with the intention that the land be fully developed and vested within that timescale. However promoters can secure an additional 3 years plus by strategic service of Notice to Treat. This Promoter is seeking to be granted a further 2 years on top of that.	The Applicant refers to its responses to REP3-108.17 and REP3-108.18 (contained in document REP4-052).
REP4-121.27	4.4.12 If the Promoter is able to satisfy the Panel as to the lawfulness of Articles 29 and 30 and the Panel feel able to recommend its retention in the Order at all then clearly both it and the permanent rights powers need qualification. Such suggestions are as follows: 4.4.13 Article 29 and 30 should only be exercisable on 90 days notice rather than 28 days 4.4.14 Article 29 powers should not be exercisable over any area that the Promoter is aware that permanent rights are required. Given that the Promoter will have completed the detailed design in the 12 months post Order confirmation and be fully in possession of the permanent rights information then it can serve permanent rights notices in respect of those notices which will provide a number of protections to affected parties for instance it will set the valuation date and give the affected party access to the proper compensation provisions of the “Compensation Code” including the impacts of the temporary possession (due to the Scheme) rather than the claimant have to rely on the ambiguous and unsatisfactory provisions of Section 5) of Article 29. 4.4.15 Articles 29 and 30 should have a finite life – ideally 12 months renewable by agreement between the parties but to an absolute maximum of 33 months (being the stated construction period) This is considered more than adequate for this purpose.	
REP4-121.28	4.4.16 Article 21 of the Order needs to be reduced to 3 years (which can still be extended to 6 years and beyond by strategic service of Notices). Given that, as mentioned in 4.4.14 the permanent rights will be fully available 12 months after Order confirmation, then the Promoter will still have a further 2 years to serve Notices which in any event can be strategically extended.	The Applicant refers to its response to REP3-108.17 (contained in document REP4-052).
REP4-121.29	4.4.17 These modifications would also bring the Order in line with the spirit of and what was intended in Section 19 of the Guidance on Compulsory Purchase Process and The Crichel Down	The DCO includes the compulsory acquisition powers as a fall-back measure and on a precautionary basis, to

	Rules: February 2018 Update and/ or Section 67 of the Welsh Government Circular Ref: 003/2019 Compulsory Purchase in Wales and the Crichel Down Rules which state: *"Compulsory purchase proposals will inevitably lead to a period of uncertainty and anxiety for the owners and occupiers of the affected land. Acquiring Authorities should therefore consider:* *…….* *keeping any delay to a minimum by completing the statutory process as quickly as possible and taking every care to ensure that the compulsory purchase order is made correctly and under the terms of the most appropriate enabling power* *……."*	secure all of the interests in land necessary to develop the Mona Offshore Wind Project within a reasonable timeframe. It remains the Applicant's preference to reach voluntary agreement with affected parties, including agreeing on compensation payable and to mitigate the extent of land to be permanently acquired outright.
REP4-121.30	**4.5 <u>Funding and Impediments to the Scheme</u>** 4.5.1 There are clearly a number of hurdles for the project still to surmount. These hurdles contribute to, but also include the Final Investment Decision ("FID") which will finally be the stage at which the Promoter will actually be committed to the scheme and is expected in late 2026 or possibly early 2027. 4.5.2 It is clear that project viability is a necessary condition for a positive FID yet the best that the Promoter can offer here is in 1.6.1.1 of the Funding Statement where the Promoter advises "that it is confident that the Mona Offshore Wind Project will be commercially viable". We are informed that appraisals have been carried out and presumably these could support its case but the Promoter has chosen not to share them. Accordingly a reasonable person acting reasonably must therefore conclude that they do not, in fact, support the viability in its current business case. 4.5.3 The Order, as currently drafted, however, permits the Promoter an extraordinarily long window of time (during which landowners are left in limbo) whilst the Promoter lobbies and argues its case until it eventually succeeds or, fails and abandons the scheme without having served notice and thereby free of any compensation liabilities. 4.5.4 The Promoter's approach to proving funding is particularly surprising to the Objectors as this action seems remarkably similar to merely to sending copies of statement from the "Bank of Mum and Dad". In the same way as offspring have no draw down rights for their parents bank then likewise no evidence of such rights have been advanced by the Promoter.	The Applicant refers to its response to REP3-108.23 (contained in document REP4-052) on funding and viability.
REP4-121.31	4.5.5 Against those difficulties, the Promoter is also battling the emerging new policy of its main parent company, namely BP. The new CEO, Murry Auchincloss, is fully on record pledging a "*more pragmatic' approach to BP's green targets*" whilst "r*eversing the move away from fossil fuels" and "imposing a hiring freeze" and "halting new offshore wind projects.*" (The Guardian, 27 June 2024)	The Applicant refers to its response to REP3-108.23 (contained in document REP4-052) on funding and viability. As the Applicant stated in its response to REP3-108.18 (in REP4-052), affected parties have the right to claim compensation in accordance with the statutory compensation code as regards interference with their property and interests and this applies to a number of



BP

This article is more than **1 month old**

BP imposes hiring freeze and halts new offshore wind projects

New boss Murray Auchincloss reverses move away from fossil fuels, which had weighed on company's share price

Julia Kollewe *and* **Jillian Ambrose**

Thu 27 Jun 2024 16.35 BST

The head of BP has imposed a hiring freeze and halted new offshore wind projects, in an apparent attempt to placate investors who are unhappy with the oil company's green targets.

Murray Auchincloss, BP's former finance chief, took up the role of CEO in January after the shock departure of his predecessor, Bernard Looney, with a promise to focus on delivering value for shareholders.

Looney, who had committed BP to some of the industry's greenest climate goals, was ousted last September for failing to disclose relationships with colleagues.

The decision to slow BP's green ambitions has stoked concerns that Looney's plan to move the company away from fossil fuels, with a pledge to "become a net zero company by 2050 or sooner", may soon be derailed.

BP has come under pressure from shareholders over its green targets because some renewable projects have proved more costly than expected, and profits from oil and gas have soared after Russia's invasion of Ukraine more than two years ago.

In response, the company set out plans earlier this year to cut oil and gas production by just 25% between 2019 and 2030 - well short of its previous target of a 40% reduction over the same timeframe.

Greenpeace UK said BP's plans were "disappointing but sadly unsurprising".

the DCO Articles for any loss or damage caused, including the plots where temporary use will apply. Furthermore, pursuant to Schedule 9 of the DCO, existing compensation legislation is modified, so as to provide for compensation for the acquisition of rights and imposition of restrictive covenants (as well as acquisition of ownership of the land).

Areeba Hamid, its joint executive director, said: "Murray Auchincloss had a chance to build on his predecessor's legacy and become part of the solution to the climate crisis, rather than its harbinger. Instead, BP is following other fossil fuel majors by abandoning renewables and doubling down on oil and gas in the hopes of a quick buck."

Auchincloss is reportedly looking at investing in and possibly acquiring new oil and gas assets to strengthen BP's existing operations, particularly in the Gulf of Mexico and the shale basins acquired from the Anglo-Australian miner BHP in Texas.

Earlier this month BP's rival Shell set out its own plans to scale back its green growth ambitions, reducing the number of staff working on low-carbon solutions by about 200 roles while shifting the focus towards high-profit oil projects and expanding its gas business.

Alice Harrison, the head of fossil fuels campaigning at Global Witness, said: "Since the energy crisis began earning [BP] record-breaking profits, it has shown its true colours, slashing its climate targets and renewables investments in favour of earning a quick buck from increased fossil fuel production."

Over the past four years, BP has built up a sizeable portfolio of offshore wind projects capable of generating 9.5 gigawatts of energy in total in the UK, Germany and the US that are yet to be developed. It wants to focus on these assets, it is understood, rather than bidding for new renewable projects.

It has reassigned dozens of people tasked with finding new renewables opportunities to its offshore wind projects in Britain and Germany, Reuters reports, and could make some job cuts in renewables. The hiring freeze is expected to have a few exceptions for frontline roles.

BP shares were up more than 1% on Thursday, but have underperformed rivals in recent months, prompting speculation that the company could be a takeover target. Looney set out a "net zero" plan that originally aimed to cut the company's oil production by 2030, while others plan to increase their fossil fuel production.

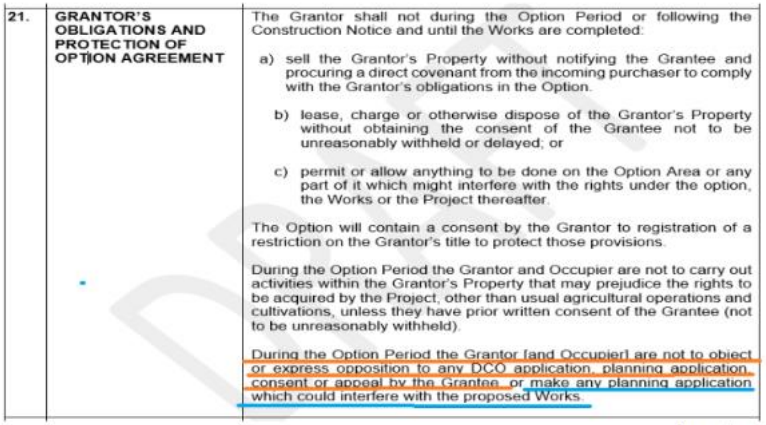
BP is also investing in biofuels and low-carbon businesses that can generate returns in the short term. A week ago the company agreed a $1.4bn (£1.1bn) deal to take full ownership of its Brazilian sugar and ethanol joint venture, but it said it was scaling back plans for development of new biofuels projects.

BP said: "As Murray Auchincloss said in February, BP's destination - transforming from international oil company to integrated energy company - is unchanged, but we are going to deliver as a simpler, more focused and higher-value company.

"We set out six priorities that underpin this, including driving greater focus into the business, on to activities that create the most value, as well as delivering both the next wave of efficiencies and BP's growth projects."

Auchincloss has pledged a "more pragmatic" approach to BP's green targets since taking up the CEO role permanently in January. In May, BP said it would cut $2bn of costs by the end of 2026, after reporting lower than expected profits for the first quarter of the year. Auchincloss said he planned to make the savings by choosing fewer new projects to invest in over the coming years.

4.5.6 Clearly this stark and abrupt policy change within BP places the entire Mona venture at serious risk and has ramifications on whether or not the FID will ever be favourable (even if the Promoter can eventually prove viability). However, as things currently stand the Order means that

	the Promoter, in trying to overcome these issues, can leave landowners in limbo until late 2030 before notices (permanent and or temporary) have to be served. Further and as the Panel will be aware from my response to REP1-083.15 in the September 30th Rebuttal then there is no right to any compensation for actual impact and losses until the permanent rights notices are in fact served. This would leave the Promoter able to walk away financially free from all the impacts and losses that it has caused in its endeavours.	
REP4-121.32	**4.6 <u>The Heads of Terms</u>** 4.6.1 Notwithstanding 3.2 above and in particular, 3.2.6 the Promoter has viewed "consultation" as an opportunity to promote its scheme and cajole affected parties to enter into the heads of terms which give it the same or greater powers than if the Order was confirmed without modification. In particular section 21 of the Heads of Terms is particularly onerous not only containing a "gagging clause" towards making representations to the Order but also precluding planning applications or any dealings at all with the property:  21. **GRANTOR'S OBLIGATIONS AND PROTECTION OF OPTION AGREEMENT** The Grantor shall not during the Option Period or following the Construction Notice and until the Works are completed: a) sell the Grantor's Property without notifying the Grantee and procuring a direct covenant from the incoming purchaser to comply with the Grantor's obligations in the Option. b) lease, charge or otherwise dispose of the Grantor's Property without obtaining the consent of the Grantee not to be unreasonably withheld or delayed; or c) permit or allow anything to be done on the Option Area or any part of it which might interfere with the rights under the option, the Works or the Project thereafter. The Option will contain a consent by the Grantor to registration of a restriction on the Grantor's title to protect those provisions. During the Option Period the Grantor and Occupier are not to carry out activities within the Grantor's Property that may prejudice the rights to be acquired by the Project, other than usual agricultural operations and cultivations, unless they have prior written consent of the Grantee (not to be unreasonably withheld). During the Option Period the Grantor [and Occupier] are not to object or express opposition to any DCO application, planning application, consent or appeal by the Grantee, or make any planning application which could interfere with the proposed Works. (emphasis added)	Details contained in the Heads of Terms are a contractual matter between the parties. The Applicant refers to the decision of the Court of Appeal in *R (Suffolk Energy Action Solutions SPV Ltd) v Secretary of State for Energy Security and Net Zero & Ors [2024] EWCA Civ 277*, which dismissed a challenge to the use of non-objection clauses in contracts between parties The Supreme Court has refused permission to appeal this decision.
REP4-121.33	4.6.2 A meeting was held between representatives of the Promoter and the Objectors on 17/9/2024 to explore if there was common ground on which some measure of agreement could be reached. The output of the meeting was as follows: 4.6.3 The Promoter acknowledged that they had been advised by the Objectors since the first contact that proposals were being developed for this land but advised that this was a very common theme that affected parties expressed in a CPO consultation when first approached and so they tend not to take such comments seriously. 4.6.4 No consideration had been given to removing the Objectors' land from the limits, by for instance going with alternative options A,B,C,D and E described in the August 7th Submissions. –	The Applicant's response on how it has complied with its legal obligation to consult under the Planning Act 2008 is found in its response to REP3-108.4 (contained in document REP4-052). The Applicant refers to its response to REP3-108.3 (in REP4-052) regarding site selection.

	The Promoter advised that the reason for not considering these alternatives was solely and simply because it is "*too late in the process"*.	
REP4-121.34	4.6.5 The Promoter is not prepared to restrict itself to the southern part of the Objectors' land because this would be a constraint to detailed design and a "bottleneck to the scheme" generally. The Promoter did however confirm that there was no reason that the cables could not commence at a distance of a little over 25 m away from the cables on the AC Pylon line. 4.6.6 For the same reasons, the Promoter is not prepared to restrict itself to a permanent sterilised easement corridor less than 30 metres wide although they did agree that it was quite possible that the ultimate width could be less than this width. It was confirmed that it was quite common to substantially reduce the width in constrained areas (provided thermal issues can be addressed) and that in fact, the central haul roads can indeed be located to the outside of the cable corridor. It was also noted that using higher capacity cables (thereby curtailing electrical resistance) could greatly assist with heat produced by that cable although other attendees representing the Promoter advised that this could not be considered due to "*cost".*	The Applicant refers to its response to REP3-108.21 (contained in document REP4-052).
REP4-121.35	4.6.7 The Promoter is not prepared to attempt to cross the AC line pylons between tower AC128 and AC127 (as per Alternative routes D and E) as this would involve land outwith the Limits of Deviation and would require further consideration for ecology and other due diligence reasons. Notwithstanding that the landowners affected are prepared to support this, the reason for dismissing it is again due to the Promoter and DCO timetable rather than due to any physical construction or other constraint. 4.6.8 The Promoter is not prepared to consider a shorter notice serving window in respect of the Objectors land due to the risk again of the matter becoming a bottleneck for the project 4.6.9 Alternative Compound locations to the one on the Objectors land are likewise not being considered by the Promoter although they did believe it may be possible to reduce it in size during detailed design – this is the most disruptive aspect to Robert Parry's scheme as the compound is likely to the set up as a preliminary matter at the commencement of the construction contract and will likely remain until the very end of the scheme and in fact until establishment of the reinstatement has been successful.	The Applicant refers to its response to REP3-108.3 (contained in document REP4-052). The proposed locations of the project's Temporary Construction Compounds are identified at Figure 3.19 of the Environmental Statement – Volume 1, Chapter 3: Project Description (APP-050).
REP4-121.36	**5.0 <u>Conclusion</u>** 5.1 The evidence shows that there are numerous instances whereby the Promoter's application has not fulfilled its obligations and duties under the Act that enables the Order. 5.2 There are also issues with the Order including land for reasons of convenience and custom and industry practice which do not meet the strict tests set down in caselaw such as Sharkey. This is not only wasteful of land but it also causes severe ambiguity for others trying to plan around the Promoter's intentions.	The Applicant has fulfilled its obligations and duties under the Planning Act 2008 and refers to its previous responses.

	5.3 Likewise the Promoter is seeking unreasonable notice serving timescales based on custom and practice and previous schemes (and no doubt, convenience) rather than because these timescales are actually justified and required.	
REP4-121.37	5.4 All these matters come at a cost to those affected and we are confident that the Panel will be able to see the patent unfairness and unreasonableness of the Promoter's position particularly with regard to the Objectors and will wish to report on this to the Secretary of State. 5.5 The Objectors' strong preference is that their Plots are removed from the Order. However, the Objectors do appreciate that ultimately, the Secretary of State will be obliged to determine the Order in accordance with section 104 and even section 106 of the Act which, to an extent, may override these relatively local considerations for UK national policy reasons.	The Applicant would remind Mr. Parry that any costs or losses incurred as a result of the scheme will be compensated, based on the principle of equivalence, in accordance with the Land Compensation Act 1961, Land Compensation Act 1973 and Compulsory Purchase Act 1965.
REP4-121.38	5.6 However Section 104 and 106 of the Act make no direction or limit as to modification of the Order which could allow for both Schemes to co-exist reasonably successfully. Subject to the National Grid POI decision, the Promoter committed itself to the Objectors Plots before December 2021 (as is clearly evidenced in the EWG meeting minutes) thereby predetermining the matter and precluding itself from being able to take account of any consultation responses to the contrary of its predetermined route. 5.7 This belligerence and refusal to accommodate remains the case as evidenced by the outputs of the meeting of 17 September 2024 however the reasons for not engaging about this are merely commercial i.e. unwelcome "bottleneck constraints", costs (commerciality) and timeframe. 5.8 Nobody wants to have to work around constraints if they do not have to but given the Promoter's failings in meeting basic essential criteria of the Act, then surely it should expect to have to be more accommodating.	The Applicant refers to its response to REP3-108.2 (contained in document REP4-052).
REP4-121.39	5.9 Due entirely to the matter of pre-determination rather than any fault of their own, the Objectors have been unable to make any progress in securing concessions to protect their proposals from the Promoter and consequently, find their proposals to be in serious jeopardy from both a land use and timing point of view. 5.10 Accordingly the Objectors have no option but to respectfully request, without prejudice to the removal of the Plots entirely, that the Panel recommend that the Secretary of State modify the Order so that the temporary working and permanent easement areas are reduced in line with the table shown in point 4.2.6 above (or point 3.48 of the August 27thSupplementary Submissions (or similar distances - subject to reasonable further discussion between the parties) and also that the permanent sterilised easement corridor is kept to the far south of the site as possible and as close to the AC line pylons as possible and ideally crossing the AC line perpendicularly between AC128 and AC127 as suggested in Alternatives D and E. Finally that the notice serving periods in respect of the Objectors' land be modified in line with section 4.4.13 to 4.4.16 above. APPENDIX AT END OF SUBMISSION	The Applicant welcomes engagement from Mr. Parry to reach a voluntary agreement and awaits any feedback on the issued Heads of Terms.

3 Response to Griff Parry on behalf of Harriet Mary Parry, Robert Wynne Parry, Griffith Wynne Parry and Elizabeth Wynne Wade D4 Submission - Written submission of oral case at CAH1

Table 3.1: REP4-122 - Griff Parry – Written submission of oral case at CAH1

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
REP4-122.1	**POST 17/10/2024 COMPULSORY PURCHASE HEARING COMMENTS** **1) WHETHER THE LAND IS REQUIRED** It is necessary to clarify the difference between "facilitate" as referred to in section 122 (2)(b) of the Planning Act 2008: *122(2)(b)"is required to facilitate or is incidental to that development,"* and "*convenience*" as is defined in the Sharkey case.	The Applicant refers to its responses at REP4-122.2 and REP4-122.3 below.
REP4-122.2	**Facilitate** To facilitate involves removing obstacles or providing support to achieve something i.e. there is a proactive aspect. A better understanding can be obtained by looking at related words *"facility*" and "*facilitator*" For instance an operating theatre is a specialist facility (purpose built) for a specific proactive activity namely carrying out surgical procedures without another alternative function. The procedure may be able to be achieved without the "*facility* " however the chances of success would be be very limited or seriously reduced. A facilitator is a specialist person specifically employed or engaged to proactively fulfil a specific role to assist others achieve a specific goal without an alternative objective. The intended objective or goal may, be able to be achieved without the facilitator however it is considerably less likely or prospects of success are also greatly reduced. An example of a facilitator would be the project manager who has a specific task (and no other task) to conduct and coordinate the project and ensure its success. A facility or facilitator has a specific utility to proactively and necessarily "facilitate" the accomplishment of an activity. Lord Roche in Sharkey and Another v Secretary of State for the Environment and South Buckinghamshire Council (in the first instance)(11) stated:	The Applicant has set out its position on the wording of 'required' in its response to REP3-108.33 provided at REP4-052.

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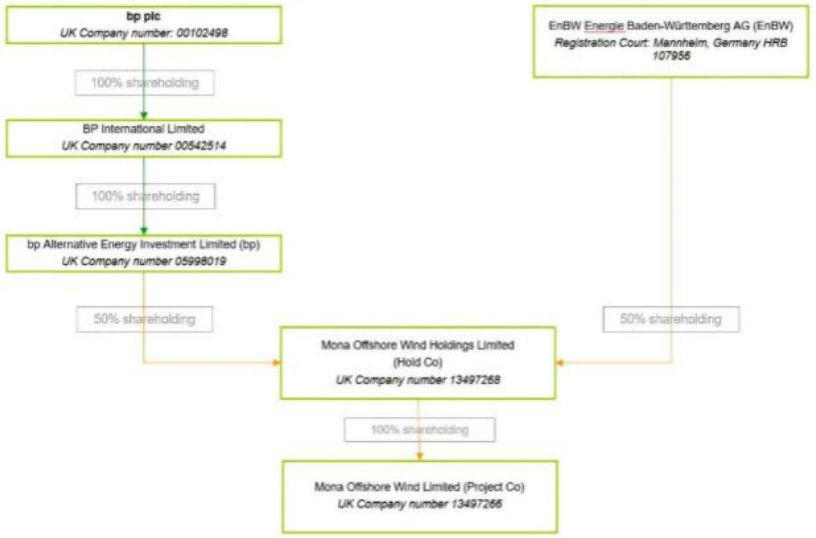
	"Because of the nature of the power given to ……. [Promoters] ….., namely, to deprive the owner of his land against that owner's will, I prefer and adopt the stricter meaning of the word "required" ….. In my judgment the word means that the compulsory acquisition of the land is called for; it is a thing needed for the accomplishment of one of the activities or purposes set out in the section……. and …... without the use of compulsory purchase powers, the necessary …. purpose is unlikely to be achieved." (emphasis added).	
REP4-122.3	**Convenience** Whereas "convenience" and an item's desirability for its convenience is quite different ie the objective or function that the endeavouring party IS seeking to accomplish is entirely or wholly achievable regardless of whether the " convenient" item or object is made available to the endeavourer who would merely be able to accomplish the task e.g. faster or cheaper with it. Further, the item deemed to be " convenient" is neither a specialist purpose made item nor has it that proactive function. By way of example - a convenience store is deemed convenient as general goods and or services can be procured there more conveniently than seeking to obtain them from more remote markets - the trade off being perhaps a higher price of exchange The Objectors land clearly fits into the latter category due to its primary existing function which is its temporary use for cropping and foraging purposes as it transitions into a leisure and tourism park The excessive land sought by the Promoter is clearly merely convenient (but not in any way necessary in the circumstances, for instance to have soil stacks of only 60cm in height) for the accomplishment of the Promoter's scheme in and is simply not something that can in any way (specifically and proactively) facilitate its scheme - the Promoter should not seek to misinterpret the legislation and their lordships clarification in the Court of Appeal for its own purpose at the expense of affected parties. A final example in clarification here is that if the affected land had, for instance, a rare mineral supply (that in itself was not engaged in, or required for any other purpose) and was particularly suitable for e.g. making thermocrete cement bound cable bedding which was a specific requirement of the scheme then arguably the land in which that mineral sits would have the potential to facilitate the scheme Clearly so much of the land included in Limits of Deviation is merely for the promoters convenience to permit the Promoter to delay and string out its detailed design and proposals and works generally for its own convenience. This land clearly cannot carry out a (specific	The Applicant reiterates that the land which will be subject to compulsory acquisition powers is required in order to deliver the Project, it is not a matter of convenience. As set out in response to REP3.108.13 provided within REP4-052 the Applicant has already set out its reasoning on the land requirements for the onshore export cable and would further refer to the explanations provided in REP1-083.31 and REP1-083.33 of the Appendix to Response to Deadline 2 Submission - S_D2_3.4 Appendix to Response to WRs: Griffith Parry, Robert Parry, Kerry James F01 (REP2-082). The Applicant would also reiterate that its intention is to seek voluntary agreements with landowners, rather than rely on compulsory acquisition powers. Further, that where compulsory acquisition powers are needed, the Applicant seeks to only take the extent of land and rights in land that are actually necessary as per its ongoing obligations under the Planning Act 2008. The Applicant refers to the response to REP3-108.33 provided within REP4-052and reiterates that the onshore cable corridor cross sections provided at its Deadline 1 Submission - S_D1_5.6 Appendix to Response to Hearing Action Point: Indicative onshore cable corridor crossing section and trenchless technique crossing long-section F01 (REP1-018) are indicative and state that they should not be used for scaling.

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	and proactive) "facilitating" role in the Promoter's endeavours as clearly defined above and is merely "convenient" rather than "necessary" for the "accomplishment of the scheme". The objectors' contention remains that the land has been included merely for convenience contrary to Sharkey and will need to be removed from the limits if a lawful Order is to be confirmed.	
REP4-122.4	**2) COMPELLING CASE IN THE PUBLIC INTEREST OUTWEIGHING PRIVATE HARM** The Objectors have read the Promoters application especially the two documents put forward by the Promoter as its compelling case and cannot find that the Promoter has fulfilled its obligation to demonstrate a compelling case outweighing private harm The Promoter's legal representative said it was down to the Secretary of State to make its own case and decide on whether there was a compelling case or not but what has the Minister got on which to base that decision? The representative went on to speak at length about national policy and urgency and said it was encumbent on the Secretary of State to make the case but the policy in this area suggests otherwise for instance, Welsh Government Circular, 003 /2019 Compulsory Purchase in Wales and 'The Crichel Down Rules Wales Version ,2020)' states: ***"The purpose and justification for compulsory purchase*** *10. CPOs allow acquiring authorities who need to obtain land or property to do so without the consent of the owner. CPOs are granted to facilitate development which is in the public interest, for example when building motorways on land which the owner does not wish to sell. National planning policy on the use of compulsory purchase powers3 confirms the purchase of land to facilitate development, redevelopment or improvement should be done with the agreement of the landowner.* *However, where such agreements cannot be reached, LPAs should consider use of their compulsory purchase powers to bring land and/or buildings forward for meeting development needs in their area and/or to secure better development outcomes where a compelling case in the public interest can be demonstrated which outweighs the loss of private interests."* And ***Matters influencing the use of a CPO*** *30. The following matters will influence whether or not it is appropriate to proceed with a CPO:* *• Attempts has been made to acquire the land by agreement wherever possible.* *• Taking the land is necessary to progress a development scheme.*	The Applicant has set out details of its compliance with policy relating to compulsory acquisition within the Statement of Reasons (REP3-004). This includes detail of the compelling case in the public interest which supports the inclusion of compulsory acquisition within this Application. This was further set out at the CA hearing and reiterated within the response to REP3-108.22. The matters stated in the Welsh Government Circular, 003 /2019 (albeit relevant for compulsory purchase orders) have been satisfied. As stated in REP4-122.3 the Applicant is seeking voluntary agreements and has engaged thoroughly with landowners throughout the pre-application and application process. The land over which compulsory acquisition powers are being sought is necessary for the development and there is a clear case in the public interest for renewable energy development of this kind

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	• *A compelling case in the public interest can be demonstrated.* • *There is clear evidence the public benefit in the development scheme will outweigh the private loss" (emphasis added)* And ***"Consideration by the Welsh Ministers of an acquiring authority's justification for a compulsory purchase order*** *54. The Welsh Ministers have to take a balanced view between the intentions of the acquiring authority and the concerns of those whose interest in land is proposed to be compulsorily acquired and the wider public interest. The more comprehensive the justification which the acquiring authority can present, the stronger its case is likely to be. Each case, however, will be considered on its own merits and this Circular is not intended to imply the Welsh Ministers will require any particular degree of justification for any specific CPO. It is not essential to show that land is required immediately to secure the purpose for which it is to be acquired. The Welsh Ministers will, however, need to understand,* ***and the acquiring authority must be able to demonstrate, that there are sufficiently compelling reasons in the public interest for the powers to be sought. Acquiring authorities should not exercise their compulsory purchase powers speculatively"*** It is clear that it is the Promoter's responsibility to make the case and this simply has not been done in the application in hand.	
REP4-122.5	**3) FUNDING** For reasons already stated in submissions the Objectors do not accept that the Promoter has adequately addressed how the scheme will be funded and that the funds will be available. This is still the case having read the applicants responses in REP2 08082 and in APP -025. The Promoter's responses incidentally ignore the new policy in BP against windfarms which in itself is a serious risk to the Scheme. The organisational structure was put forward as if somehow that evidenced funding but having looked at this again the Objectors remain none the wiser about how Mona Offshore Wind Limited (Project Co) is entitled to any drawdown of funds from Mona Offshore Wind holdings Limited (Hold Co) merely because the superior company owns 100% of its shares. This goes up the ladder for each successive superior company.	The Applicant refers to its responses at REP1-083.19 and REP1-83.40 in Deadline 2 Submission - S_D2_3.4 Appendix to Response to WRs: Griffith Parry, Robert Parry, Kerry James F01 (REP2-082), and to REP3-108.23 in the Deadline 4 Submission. The purpose of the obligation in Article 33 (Funding) of the Draft Development Consent Order (C1 F06) is to ensure that suitable financial provision is in place prior to compulsory acquisition powers being exercised and until that guarantee or other form of security is in place, those powers cannot be used. The approach taken to this Application follows a strong precedent set by other offshore wind farm developments so

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	 To be able to have any claim between companies (regardless of superiority) requires consideration of the doctrine of “piercing the corporate veil” which is a complex legal doctrine in its own right and the leading case law is DHN Food Distributors Ltd v Tower Hamlets London Borough Council [1976] 1 WLR 852 which I have had occasion to look into in the past. The tests as to how two entirely separate companies can be bound so that a common liability or benefit is attributed to both is so difficult to achieve and certainly beyond merely ownership that I simply cannot see what the Promoter thinks the above organogram proves at all. The Objectors sees the Promoter's position as similar to a child seeking to demonstrate its own creditworthiness to a lending institution by submitting a parental statement from the “Bank of Mum and Dad” as a basis or security for obtaining a loan and including a family tree document to show the relationship. In the same way that it would be surprising if that child got a loan then so it is that Mona seek to use this irrelevant information to evidence "funding ". If the viability (and therefore profitability) is not satisfactory then the Final Investment decision will not be favourable to the Scheme and there is nothing that Project Co can do to get Hold	has been accepted by the Secretary of State on a number of occasions as being satisfactory. As stated previously, the details of commercial viability and any Final Investment Decision and are a matter solely for the Applicant.

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	Co or any of the other superior companies to release the money without some kind of agreement or contractual obligation in place. Here there is none. Given Murry Auchinloss' new policy against windfarms then the benchmark test for viability will be higher than was previously case making it even less likely. Finally, there are clearly issues with the viability because if they were favourable then the Promoter would be inclined to share them in one form or another The Objectors also note that the new CEO of BP is doubling down on the change in policy against windfarms as evidenced in this new article in Money today.	

4 Response to Griff Parry on behalf of Harriet Mary Parry, Robert Wynne Parry, Griffith Wynne Parry and Elizabeth Wynne Wade D4 Submission - Comments on draft DCO

Table 4.1: REP4-120 - Griff Parry – Comments on draft DCO

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
REP4-120.1	I apologise for the brief and informal approach of this document. It has been prepared in a very limited timescale in response to the panel's request for a submission or attendance in advance of the Hearing on the DCO taking place on Thursday 24th October. Order text, where cited is shown in italics and where additional text for the Order is suggested this is shown in blue font – where it is suggested that Order text be deleted this is shown in red font with a strike through line. Reasons for the insertions deletions are shown in green font. It is likely that further submissions will be required on the Order as time permits however the major issues are dealt with here.	The Applicant notes the response.
REP4-120.2	Our primary submission is that Plots 06-102 to 06-105 (inclusive) (Plots) should be removed completely from the Development Consent Order. Therefore, in respect of the draft Statutory Instrument at section 2 (1) the reference to "Order land" should exclude reference to the Plots Without prejudice to our primary submission, in the event the Inspector is minded to include the Plots in the Development Consent Order, the following changes should made to the draft Statutory Instrument (insofar as it concerns the Plots): Recitals "required" to have the same meaning as in section 122(2) of the 2008 Act not as per the "requirements" set out in Schedule 2 Article 8(d) to be removed in its entirety – see Article 29 late Article 16 – text in red to be added	The Applicant's Statement of Reasons (reference REP3-004) and previous submissions (including REP2-082, REP3-040 and REP4-052) have clearly set out why all the land within the Order limits, including Plots 06-102 to 06-105, are required and necessary for the Mona Offshore Wind Project. On this basis, the amendments proposed to the wording of the draft development consent order (Document Reference C1 F04) (Draft DCO) are not necessary or appropriate. Introducing a definition for 'required' does not work given the way that term is used throughout the Draft DCO. In particular, its use in the Draft DCO does not only relate to compulsory acquisition or temporary possession powers. It should therefore have its ordinary meaning as is well precedented in other DCOs. Article 8(d) must remain. As set out in the Explanatory Memorandum (Document Reference C3 F04), the provisions relating to temporary possession under the Neighbourhood and Planning Act 2017 are not yet in force. Temporary possession under the DCO will be governed by Articles 29 and 30. If the

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
		Neighbourhood and Planning Act 2017 provisions were subsequently enacted this would cause unnecessary conflict with the provisions in the Draft DCO. Article 29 and 30 have been drafted based on well established precedent and in a way that is required to ensure the delivery of the Mona Offshore Wind Project in a reasonable and proportionate manner.
REP4-120.3	**"Discharge of water** 16.—(1) Subject to paragraphs (3) and (4) and Part 5 of this Order below the undertaker may, having first consulted obtained the owner's reasonable consent use *any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down*, and having first consulted obtained the owner's reasonable consent *take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain".* *(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) must be determined as if it were a dispute under section 106 (right to communicate with public sewers)(a) of the Water Industry Act 1991* 2A) Any dispute arising from the making of connections to or the use of a private drain by the undertaker pursuant to paragraph (1) must be determined as if it were a dispute …. Determined in line with Part 1 of the 1961 Act *(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension*. In the event of a dispute …. Determined in line with Part 1 of the 1961 Act"	As set out at paragraph 1.4.1.57 of the Explanatory Memorandum (C3 F04), the consent of the owner of the watercourse, public sewer or drain is already covered under Article 16(3) so the addition of this wording to Article 16(1) is unnecessary duplication. Article 16 deals with the use of and connections to public sewers or drains and not private drains. Article 16(8) specifies that for the purposes of this article a "public sewer or drain" means one that "belongs to a sewerage undertaker, NWR, and internal drainage board or a local authority. Therefore the wording suggested as a new (2A) and added to (6) is not necessary or appropriate. Any potential use of private drains would either be covered by a voluntary agreement with the landowner or through the exercise of compulsory acquisition or temporary possession powers under Part 5 where agreement cannot be reached. Where compulsory acquisition powers or temporary possession powers are used, a landowner is entitled, in the usual way, to compensation for any loss or damage and any disputes as to compensation are already subject to the provisions set out in Part 5 of the draft DCO, which already provide for compensation disputes to be determined under Part 1 of the 1961 Act.
REP4-120.4	**"Compulsory acquisition of land** *20.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project or to carry out or to facilitate or is incidental to it.*	Article 20 allows for the freehold acquisition of land. This is already subject to extensive controls as it is made subject to various other articles within the Order (as set out in 20(2)) which mean that only the land coloured pink on the Land Plan - Onshore (AS-005) could

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	(2) This article is subject to: *(a) article 21 (time limit for exercise of authority to acquire land compulsorily);* *(b) article 22 (compulsory acquisition of rights);* *(c) article 26 (acquisition of subsoil only);* *(d) article 29 (temporary use of land for carrying out the authorised project); and* *(e) article 39 (crown rights).* (3) In the event of a dispute as to the amount of land required then this to be determined in line Part 1 of the 1961 Act" (reason, as currently drafted this Article seems to give the Promoter absolute discretion over this land)	be subject to freehold compulsory acquisition. In addition, the Planning Act 2008 applies the Compulsory Purchase Act 1965 (the 1965 Act) (subject to the modifications set out in article 27) and article 25 of the Draft DCO applies the Compulsory Purchase (Vesting Declarations) Act 1981 (the 1981 Act) to the Order. The effect of which is that the exercise of the compulsory acquisition powers are subject to the provisions of those Acts. The 1965 Act and 1981 Act set out the two processes for exercising compulsory acquisition powers through serving either a Notice to Treat (NTT) or General Vesting Declaration (GVD). It is at this point that the precise amount of permanent land take is determined and notified to the relevant landowner(s). In the event the landowner wanted to dispute the amount of land subject to either the GVD or NTT on the basis it goes beyond that authorised by the Order, their legal recourse is to challenge the NTT or GVD by way of judicial review. This is not a matter for determination under Part 1 of the 1961 Act which deals with compensation disputes which are within the remit of the Upper Tribunal.
REP4-120.5	**"Time limit for exercise of authority to acquire land compulsorily** *21.—(1) After the end of the period of ~~seven~~ three years beginning on the day on which this Order is made—* *(a) no notice to treat may be served under Part 1 (compulsory purchase under acquisition* *of Land Act of 1946) of the 1965 Act; and* *(b) no declaration may be executed under section 4 (execution of declaration)(b) of the 1981 Act as applied by article 25 (application of the 1981 Act).* (reason is that the Promoter advises that detailed design will be available 12 months post confirmation three years should be more than sufficient) ~~(2) The authority conferred by article 29 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period~~	The Applicant has already set out its justification for a seven year time period to both exercise compulsory acquisition powers and implement the DCO in its Explanatory Memorandum (Document Reference C3 F04) and in previous submissions including REP4-052. The Applicant has also specifically explained in REP4-052 why the proposal for three years for compulsory acquisition is insufficient and would in any event be at odds with Regulation 6 (2) of The Infrastructure Planning (Interested Parties and Miscellaneous Prescribed Provisions) Regulations 2015, which prescribes a period of five years, beginning on the date on which the order granting development consent is made. The Amendment to article 21(1) should not therefore be made. The Applicant also disagrees that article 21(2) should be deleted. (See further response at line REP4-120.8.)

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	(reason is that there is no statutory right for a temporary power to apply under a DCO (see later)	
REP4-120.6	**"Compulsory acquisition of rights** 22.—(1) The undertaker may acquire such rights over the Order land, by creating them as well as acquiring rights already in existence, or impose restrictions affecting the land as may be required for any purpose for which that land may be acquired under article 20 (compulsory acquisition of land). 2) Subject to article 24 (private rights) and article 31 (statutory undertakers) in the case of the Order land specified in column (1) of Schedule 8 (land in which only new rights etc. may be acquired) the powers of compulsory acquisition conferred by this Order are limited to the acquisition of new rights in the land or the imposition of restrictions for the purpose specified in relation to that land in column (2) of that Schedule and as described in the book of reference. ~~(3) Subject to section 8 (other provisions as to divided land) (~~ I am unable to find this section 8 reference) ~~of and Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act(c) (as substituted by paragraph 10 of Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictions)), where the undertaker acquires a right over the Order land or imposes a restriction under this article, the undertaker is not required to acquire a greater interest in that land. "~~ (Reason - the well developed and highly regarded longstanding tests for material detriment under Section 8 of the 1965 Act concern far wider issues than merely the permanent impact on the affected plot alone and remainder of the land. They actually concern the permanent and temporary (construction) impacts on the affected land, retained land as well as on the entire wider scheme generally. Further merely because the impact may be "underground" makes it no less of a case for hardship (or material detriment) on the affected party and so accordingly it is unfair for the Promoter to seek to exclude itself from these very respected necessary safeguards for affected parties) The Promoter should not seek to thwart the will of Parliament for its own advantage and to the detriment of those affected.	There appears to have been a misunderstanding as to the effect of the drafting at article 22(3). It is not seeking to disapply section 8 and Schedule 2A of the 1965 Act rather it is making clear that 22(3) remains subject to those provisions. The drafting in article 22(3) is therefore reasonable and proportionate. It is also well precedented and should remain.
REP4-120.7	**"Acquisition of subsoil only** *26.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 20 (compulsory acquisition of land) and paragraph (1) of article 22 (compulsory acquisition of rights) as may be*	The proposed strike outs are not acceptable. As set out in the Explanatory Memorandum (Document Reference C3 F04), article 26 is included to give the undertaker flexibility to minimise, where possible and appropriate to do so, the exercise of

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	required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land. ~~(2) Where the undertaker acquires any part of, or rights in the subsoil of land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.~~ ~~(3) Paragraph (2) does not prevent Schedule 2A (counter-notice requiring purchase of land not in~~ ~~notice to treat) to the 1965 Act (as modified by article 27 (modification of Part 1 of the 1965 Act) or Schedule 9 (Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictions) as the case may be) from applying where the undertaker acquires any part of, or rights in a cellar, vault, arch or other construction forming part of a house, building or factory.~~ ~~(4) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—~~ ~~(a) Schedule 2A to the 1965 Act (as modified by article 27 (modification of Part 1 of the 1965 Act));~~ ~~(b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and~~ ~~(c) section 153(4A) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act."~~ (Reason - the longstanding tests for material detriment under Section 8 of the 1965 Act concern far wider issues than merely the impact on the affected plot alone and remainder of the land. Further merely because the impact may be "underground" makes it no less of a case for hardship on the affected party and so accordingly it is unfair for the Promoter to seek to exclude itself from these very respected necessary safeguards for affected parties)	compulsory acquisition powers to acquire land by providing for the ability to 'downgrade' its powers of compulsory acquisition where the acquisition of subsoil only would have less impact on landowners. Schedule 2A of the 1965 Act sets out the ability to serve a counter notice where a notice to treat seeks to acquire part only of a house, building or factory. In the majority of cases, acquisition of the subsoil only below a house, building or factory would not interfere with the continued use above ground of said house, building or factory and it is therefore reasonable and proportionate to disapply Schedule 2A from this article save for the circumstances described in sub-paragraph (3). Article 26(3) explicitly retains the right to serve a counter notice where sub-soil acquisition would result in the acquisition of any part of, or rights in a cellar, vault, arch or other construction forming part of a house, building or factory i.e. any below ground elements of a house building or factory. This drafting is considered reasonable and proportionate with regards to the acquisition of subsoil or rights in subsoil. Schedule A1 of the 1981 Act is the equivalent provision for when general vesting declarations are used to exercise compulsory acquisition powers. The Applicant acknowledges that the current drafting in paragraph (3) does not operate to apply the same exception to Schedule A1 of the 1981 Act as Schedule 2A of the 1965 Act. As such, the Applicant has amended article 26 of the Draft DCO to remedy this defect and clarify the extent of the disapplications in this article. The updated drafting also aligns better with other offshore wind orders including most recently the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024.
REP4-120.8	**29 "Temporary use of land for carrying out the authorised project "** To be deleted in its entirety **30 "Temporary use of land for maintaining the authorised project"**	Section 120 of the Planning Act 2008 sets out what may be included in an order granting development consent. Specifically, sections 120(3) give the Secretary of State power to include provisions relating to, or ancillary to, the development for which

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	To be deleted in its entirety Reason – Article 29 (and Article 8 d) and Article 30 Temporary Possession Powers In the Compulsory Purchase Association Law Reform Lecture in May 2014, Barry DenyerGreen (1), clearly demonstrates 5 extremely compelling grounds that demonstrate why temporary possession, being merely a form of "consent for trespass" is not lawfully authorised under a Development Consent Order. His very credible analysis includes a review of the Infrastructure Planning (Model Provisions) (England and Wales) Order 2009 (2) which seems to be the basis upon which the Promoter is seeking to rely on for its Article 29 Temporary Powers in this instance. In the meantime, the Neighbourhood Planning Act 2017 has been passed but without the temporary possession section in Chapter 1 having yet been enacted as evidenced in Burgess Salmons's current article on their website entitled CPO and compensation: important changes to planning and CPO Law – Future changes (3). Were it enacted then Sections 18 to 31 would deal with temporary possession of land. As far as I have currently been able to find to date, there is no other enabling legislation for temporary possession of land in connection with compulsory purchase orders including DCOs. Even in the event that chapter 1 of the Neighbourhood Planning Act 2017 had been enacted and therefore of possible use to the promoter then I cannot however find any direct link (citations, interpretations etc) between the Neighbourhood Planning Act 2017 and the Planning Act 2008 and vice versa. Neither is there a reference to it in the interpretations of the Promoter's Order as currently drafted. However, there is a reference to it in Article 8d where, the Promoter seems to be relying on this as yet unenacted section of the Act to underpin its use of temporary possession powers in Article 29 and 30 whilst at the same time seeking to bypass the protective provisions of Section 19 to 30 and instead apply the far more "Promoter friendly" provisions in the "model clause" of the Infrastructure Planning (Model Provisions) (England and Wales) Order 2009 (4). I regret that due to current time constraints I am still trying to conclude what my view is on the lawfulness of Articles 29 and 30 but I will confirm this when I do although I will probably need independent legal advice to assist. In the meantime the Promoter should be asked to clarify what statutory provision it relies on to support the inclusion of Articles 29 and 30 in the draft Order.	consent is granted. Section 120(5)(c) also confirms that an order granting development consent may include any provision that appears to the Secretary of State to be necessary or expedient for giving full effect to any other provision of the order. Therefore, section 120 gives a wide legal remit to include various provisions, including temporary possession powers, in an order granting development consent. This is the legal basis upon which all previous DCOs which include temporary possession powers have been made. The Applicant's Explanatory Memorandum (Document Reference C3 F04) and previous submissions (including REP2-082, REP3-040 and REP4-052) clearly set out the justification for the inclusion of articles 29 and 30. In summary, the temporary possession powers sit alongside compulsory acquisition powers and enable a more proportionate approach to be taken to compulsory acquisition. Without the powers of temporary possession (where voluntary agreements cannot be reached), the undertaker would otherwise, for example, have to permanently acquire the full construction width of the cable corridor rather than use temporary possession powers for construction and then be able to limit permanent acquisition to the area required for the permanent infrastructure only.

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	However I would point out that the protective provisions in Sections 19 to 30 of the Neighbourhood Planning Act 2017 are, (although not yet in force) on the whole, generally well regarded, within the profession, as finding a reasonable basis of checks and balances and general protection of the landowner against the risks and adverse impacts that they can suffer due to temporary possession and in particular under the model clauses advanced in Infrastructure Planning (Model Provisions) (England and Wales) Order 2009 which is what the Order as drafted as currently has in place at Article 29. Notwithstanding that I question the lawfulness of the Order's temporary possession powers at all on which I shall respond further in due course, I would request that in the first instance the protective provisions of section 18 to 30 of the Neighbourhood Planning Act 2017 replace Article 29 of the current draft Order, save that the figure of 6 years at Section 21 (2)(b) of the neighbourhood Planning Act 2017 be reduced to 33 months (in line with the Promoter's stated construction timeframe)	
REP4-120.9	**"SCHEDULE 1 Articles 3 and 4 Authorised Project PART 1 Authorised Development** ~~Work No. 13: temporary construction compounds and laydown areas with a total maximum area of 37,500 m2 and access to Work Nos. 12 and 14 during construction including works to the public highway and visibility splays;~~ ~~Work No. 14: (a) installation of up to four buried cable circuits between Work No. 12 and Work No. 15 approximately 2,700 m including cable ducts; and (b) trenchless installation technique works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;~~ (Reason – Amendments to these works descriptions to reflect the removal of plots 06-102 to 06-105 from the Order)	See the Applicant's response at REP4-120.2 above. The relevant plots must remain in the Draft DCO and therefore these proposed consequential amendments are not necessary or appropriate to make.

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REP4-120.10	"SCHEDULE 7 Article 29 Land of which only temporary possession may be taken (1) Number of plot shown on land plan (onshore) / (2) Purpose for which temporary possession may be taken / (3) Relevant part of authorised project 05-094, 05-095, 06-099, 06-102, ~~06-104~~ / Temporary construction compounds and laydown / Work Nos. 12, 13 and 14 [redacted] Mrs HM Parry and Family Land to the East of the A548 -Plots 06-102 to 06-105 Inclusive Mona Offshore Wind Limited GW PARRY MRICS COMMENTS ON MONA DCO ORDER areas with a total maximum area of 37,500 m2 and access to Work Nos. 12 and 14 during construction including works to the public highway and visibility splays (Reason – Amendments to these descriptions to reflect the removal of plot 06-104 from the Order)	See the Applicant's response at REP4-120.2 above. The relevant plots must remain in the Draft DCO and therefore these proposed consequential amendments are not necessary or appropriate to make.

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SCHEDULE 8 Article 20 Land in which only new rights etc. may be acquire

(1) Number of plot shown on land plan (onshore)	(2) Purpose for which rights may be acquired
02-033; 03-037; 03-045; 03-047; 03-049; 03-050; 03-060; 03-062; 03-063; 04-067; 04-070; 04-074; 04-078; 05-080; 05-083; 05-084; 05- 087; 05-088; 05-091; 05-093; 06-097; 06-100; ~~06-103; 06-105~~; 06-106; 06-108; 07-109; 07- 111; 07-117; 07-120; 07-125; 07-127; 07-129; 07-133; 08-136; 08-146	Cable rights and restrictive covenants 1.Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; 64 (b) enter, be on, and break open and break up the surface of the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for the authorised project; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land; (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, testing, repair and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway including creation of temporary visibility splays; 65 (j) make such investigations in or on the land as are required; (k) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation and operation

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	of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or reinstate any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance, repair, replacement or decommissioning and reinstatement of the land; (q) to excavate materials below ground level, including soils, and to store and 66 re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair, renewal or decommissioning is being carried out; (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect replacement underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (v) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. 2. Restrictive covenants 67 A restrictive covenant over the land for the benefit of the remainder of the Order land to: (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything being done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); (c) to prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save	

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	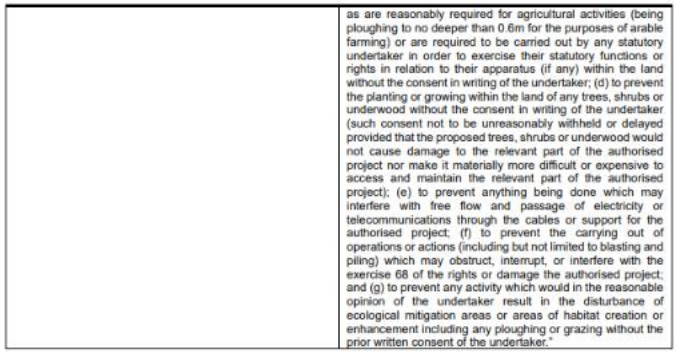 as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access and maintain the relevant part of the authorised project); (e) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; (f) to prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise 68 of the rights or damage the authorised project; and (g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker." (Reason – Amendments to these works descriptions to reflect the removal of plots 06-103 to 06-105 from the Order)	
REP4-120.11	**"SCHEDULE 9 Article 27 Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictions"** This needs further consideration following which further comments will be submitted	See responses at REP4-120.6 and REP4-120.7.
REP4-120.12	**"SCHEDULE 2A Section 8 COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT** This needs further consideration following which further comments will be submitted (Reason - the well developed and highly regarded longstanding tests for material detriment under Section 8 of the 1965 Act concern far wider issues than merely the permanent impact on the affected plot alone and remainder of the land. They actually concern the permanent and temporary (construction) impacts on the affected land, retained land as well as on the entire wider scheme generally. Further merely because the impact may be "underground" makes it no less of a case for hardship (or material detriment) on the affected party and so accordingly it is unfair for the Promoter to seek to exclude itself from these very respected necessary safeguards for affected parties) The Promoter should not seek to thwart the will of Parliament for its own advantage and to the detriment of those affected.	The Draft DCO already includes dispute resolution mechanisms through article 46 (arbitration) and schedule 13 (arbitration rules).
REP4-120.13	**"SCHEDULE 10 Article 40 Protective provisions** ***PART 1 Protection of electricity, gas, water and sewerage undertakers*** ***PART 2 Protection for operators of electronic communications code network***	See responses at REP4-120.6 and REP4-120.7.

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	PART 3 — For the protection of Dŵr Cymru Cyfyngedig (DC) PART 4 — For the protection of SP Manweb as electricity undertake ***PART 5 For the protection of Wales and West Utilities*** ***PART 6 For the protection of Welsh Ministers as Strategic Highway Authority*** ***PART 7 For the protection of National Grid Electricity Transmission Plc*** **PART 8 For the protection of Landowners and Occupiers** Code of conduct and dispute resolution arrangements to be developed for landowners and occupiers for matters such as non-financial (monetary losses sustained) for instance from damage to land and property (i.e. chattels) including retained land from i.e. poor reinstatement, poor fencing, drainage impacts including outside Limits of Deviation arising from the Promoter's works which are not ordinarily matters of compensation referable to the Upper Chamber. It may be that i.e. the Chairman of the NFU appoints an independent expert to determine such disputes. [Please see appendix in this submission]	