Dear examiners,

With reference to your letter on the draft DCO -

ADDITION OF A NEW SCHEDULE 2 REQUIREMENT 19:

Expiry of development consent

19. The development consent granted by this Order expires 30 years after the date of this Order.

The addition of requirement 19 is welcomed but it's vital that the Compulsory Acquisition of Rights also matches it in that the applicant must surrender the rights it compulsory acquired from landowners at the 30th anniversary of the consent order.

The applicant stated at the recent substation appeal that it was willing to accept this new (requirement 19) requirement, however the applicant was not willing to limit the lifetime of the substation to 30yrs preferring to link it to the lifetime of the OHL. This suggests that the applicant is of the opinion that the OHL will still be in existence after thirty years. We understand there are a number of ways that the applicant could seek to retain the OHL after the 30-year lifetime of this consent order.

The applicant has previously given reasons for not supporting a deed of surrender-

'very onerous' 'not been included in other DCO' - If the rights are also surrendered at the same time (30yrs) rather than as they are spent this would reduce the amount of work and landowners are unlikely to refuse a return of rights to themselves. The fact that it has not been done in previous DCO's is irrelevant as many would not have had a 30year limit.

'landowners will have been paid compensation for the rights' – (accepting compensation is not part of your remit) – The current voluntary agreements offer compensation similar to that of two consecutive 'necessary wayleave agreement' which are usually 15years each. This would therefore equate to compensation for 30years.

The reasons for inserting a clause requiring the applicant to surrender the rights at 30years –

- The application is for a connection to windfarms who have a consented lifetime of circa 25years. The order is for 30years. There is therefore no reason for them to hold these rights beyond 30years other than rights to decommission.
- Should the order finish at 30years but the applicant still holds the rights the applicant could exercise those rights in certain cases (or with new planning consent, elect act 1989, etc.) without the clauses/requirement within the present DCO being there as a 'rule book' as they would cease to exist beyond 30years.
- Should the applicant wish to retain the line after 30years for a new purpose it could seek a 'wayleave of necessity', this would at least give landowners the opportunity to renegotiate the terms depending on the use of the line at that time.
- The current voluntary agreement is for permanent rights; it is not reasonable to compulsory acquire rights in someone's property when the voluntary offer you are making to them are on totally different (worse) basis to the requirements of the consent order. In other words, the applicant is trying to acquire greater interest (in terms of time) in our property than it needs to fulfil the development.

Whilst I understand that you have asked that we draft any suggested insertions in the DCO, there is probably a need for someone with greater understanding of wording requirements than myself to draft an inclusion based on the surrender of rights at 30years.

Should the OHL be granted then it's likely to outlive most of us (inc myself!), I would strongly urge you to assess any landscape or visual effect as permanent ones even though you are suggesting a lifetime of 30years for the consent order.

Two other final points not involving the DCO directly.

1) At the hearing I suggested amending class 2 (g) rights so that they were only applicable to reinstating work and replanting. The applicant has written a long reply suggesting if (g) was to be removed there would need to be the inclusion of other text in the DCO. My suggestion at the hearing was not to remove (g) just the last bit (highlighted in red). This would give the applicant the right to do any replanting and reinstatement (underlined in blue) without the need for giving them a blanket right to plant anything they want on the 'yellow' land as we have agreed at the hearings (after lengthy discussion!)

g) to fell, trim or lop trees, bushes and to clear and remove any and all vegetation (and the right to reinstate, replace,improve and maintain) which may obstruct or interfere with the construction of the North Wales Wind Farms Connection Project and the right to install any necessary ecological and/or landscaping measures;

2)Following my point at the hearings on woodland not being surveyed at Eriviatt Parkland (and the vicinity) the applicant's consultants Gillespies stated they would instruct this work to be undertaken asap. As yet we have not seen the results of these surveys and as some of the numerous trees to be cut have the characteristics of 'veteran trees' I suggest that unless the applicant has surveyed the trees they are deemed to be 'veteran trees'.

May I thank you for the time you have spent listening to my points at hearings and reading what I have submitted over the last few months.

Cofion Gorau,

Iwan Jones