

**10 JULY 2025**

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**DOGGER BANK SOUTH OFFSHORE WIND FARM PROJECTS (DBS PROJECTS)**

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**DEADLINE 9**

**RESPONSE TO THE EXAMINING AUTHORITY'S RULE 17 REQUEST DATED 7 JULY  
2025**

on behalf of

**DOGGER BANK OFFSHORE WIND FARM PROJECT 1 PROJCO LIMITED, DOGGER  
BANK OFFSHORE WIND FARM PROJECT 2 PROJCO LIMITED AND DOGGER BANK  
OFFSHORE WIND FARM PROJECT 3 PROJCO LIMITED**

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CMS Cameron McKenna Nabarro Olswang LLP  
Cannon Place  
78 Cannon Street  
London EC4N 6AF  
T +44 20 7367 3000  
F +44 20 7367 2000  
cms.law

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## **DOGGER BANK SOUTH OFFSHORE WIND FARM PROJECTS (DBS PROJECTS)**

### **FURTHER INFORMATION**

#### **DOGGER BANK OFFSHORE WIND FARM PROJECT 1 PROJCO LIMITED, DOGGER BANK OFFSHORE WIND FARM PROJECT 2 PROJCO LIMITED AND DOGGER BANK OFFSHORE WIND FARM PROJECT 3 PROJCO LIMITED**

### **1. INTRODUCTION**

- 1.1 Dogger Bank Offshore Wind Farm Project 1 Projco Limited (**DBA Projco**) is a statutory undertaker for the purposes of the Planning Act 2008. DBA Projco has the benefit of development consent for the Dogger Bank A Offshore Wind Farm (**DBA**) which was granted pursuant to The Dogger Bank Creyke Beck Offshore Wind Farm Order 2015 as amended (the **DBA/DBB DCO**).
- 1.2 Dogger Bank Offshore Wind Farm Project 2 Projco Limited (**DBB Projco**) is a statutory undertaker for the purposes of the Planning Act 2008. DBB Projco has the benefit of development consent for the Dogger Bank B Offshore Wind Farm (**DBB**) which was granted pursuant to the DBA/DBB DCO.
- 1.3 Dogger Bank Offshore Wind Farm Project 3 Projco Limited (**DBC Projco**) is a statutory undertaker for the purposes of the Planning Act 2008. DBC Projco has the benefit of development consent for the Dogger Bank C Offshore Wind Farm (**DBC**) which was granted pursuant to The Dogger Bank Teesside A and B Offshore Wind Farm Order 2015 as amended (the **DBC DCO**).
- 1.4 DBA, DBB and DBC are due to commence commercial operation between 2025 and 2027 and so will be operational before construction of the Dogger Bank South (**DBS**) Projects commence.
- 1.5 DBA Projco, DBB Projco and DBC Projco (together the **Projco IPs**) are making this submission in respect of the Applicants' approach to wake loss in respect of DBA, DBB and DBC and the interaction with the DBA and DBB order limits. This submission builds off the Projcos' previous submissions at Examination, including:
  - 1.5.1 Relevant representation (RR-007);
  - 1.5.2 Deadline 1 Submission (REP1-071);
  - 1.5.3 Deadline 2 Submission (REP2-071);
  - 1.5.4 Deadline 3 Submission and Response to the Examining Authority's (**ExA**) First Written Questions (REP3-063);
  - 1.5.5 Deadline 4 Submission (REP4-117);
  - 1.5.6 Deadline 5 Submission and Response to the ExA's Second Written Questions (REP5-071);
  - 1.5.7 Wake Loss Assessment Report submitted by the Projco IPs (REP5-070);
  - 1.5.8 Deadline 6 Submission (REP6-081);
  - 1.5.9 Deadline 7 Submission (REP7-139);
  - 1.5.10 Updated Wake Loss Assessment Report submitted by the Projco IPs (REP7-140);
  - 1.5.11 Deadline 8 Submission (REP8-060); and

1.5.12 Closing Statement (REP8-059).

- 1.6 This response comprises the Projco IPs' response to the Examining Authority's (**ExA**) rule 17 letter dated 7 July 2025 and sets out the Projco IPs' position on the Secretary of State's decision on the Mona Offshore Wind Farm in his letter dated 4 July 2025 (the **Mona Decision**). Where relevant, the Projco IPs have also commented on the Applicant's position as summarised in the Applicant's Closing Statement on Wake Effects (REP8-046).
- 1.7 For ease of reference, this submission follows the structure of the Projco IPs' closing statement (REP8-059).

**2. EXECUTIVE SUMMARY**

- 2.1 The Mona Decision is a complete endorsement of the Projco IPs consistent approach to the key matters in dispute between the parties to this examination which are addressed in the Mona Decision (noting that not all matters in dispute in this examination are expressly addressed in the Mona Decision). The Projco IPs' position remains as summarised in the Projco IPs' closing statement at Deadline 8 (REP8-059).
- 2.2 No weight can credibly be placed on the Applicant's interpretation of any element of the current NPS or the draft NPS. This extends to the Applicant's approach to the application of weight to be afforded to the adverse impacts caused to DBA, DBB and DBC, the mitigation hierarchy and its position in respect of both protective provisions and compensation.
- 2.3 The approach to the imposition of protective provisions and compensation is based on correct policy analysis by the Projco IPs. In this respect, the ExA will form its own view, but it is important to note that the Secretary of State (at section 4.77 of the Mona Decision) characterises wake loss as "*an acknowledged adverse environmental impact*". The Applicant's position (identified at Section 54 to Section 56 of the Applicants' Closing Statements on Wake Effect (REP8-049)) is reliant on its case that wake loss is not an environmental impact and not a planning matter. As set out in the Projco IPs' closing statement, the Projco IPs' position is that this impact is a significant impact.
- 2.4 The Mona Decision supports the Projco IPs' position on the weight to be afforded to the impacts to DBA, DBB and DBC and supports the inclusion of the protective provisions sought by the Projco IPs.
- 2.5 The Applicant has not engaged on the protective provisions and (in spite of multiple requests), has not provided its own drafting. However, should the Applicant submit a form of draft protective provisions or a requirement at Deadline 9, then notwithstanding the ExA's procedural letter dated 30 June 2025 (PD-029) the Projco IPs request that a further deadline is allowed in this examination for a response to any such drafting. The Projco IPs consider that it would be procedurally unfair to proceed to the recommendation stage without such an opportunity being afforded.

**3. ENGAGEMENT AND PRE-APPLICATION PROCESS**

- 3.1 The Mona Decision is a complete endorsement of the Projco IPs' position on engagement in this application. In the Mona Decision, the Secretary of State concluded at Section 4.86 that the relevant applicant undertook "*very little meaningful engagement with the parties on the question of wake effects at the pre-application stage*". The same is true of the Applicant in this examination.

- 3.2 It is clear from the Mona Decision that the onus is on Applicant engagement as part of the application and examination process and that a failure to engage accordingly equates to policy non-compliance. This is the position that the Projco IPs have presented in their closing statement.
- 3.3 As a result of the Applicant's approach in this examination, the issue of wake loss remained unresolved at the point of submission, by which time the opportunity for the Applicant to properly address the issue of wake loss was greatly diminished. This is consistent with the facts of the Mona Decision.

#### **Timeline**

- 3.4 The Projco IPs have clearly identified why the timeline presented by the Applicant of steps taken prior to 2023 is not relevant for the policy tests that the Applicant must satisfy, and the same principles apply in the Mona Decision. It is clear from the Mona Decision that the Secretary of State places the onus of engagement on the Applicant. It is also clear that the Projco IPs have consistently engaged since the design of the Projects became known and that the Applicant has not engaged.

### **4. NATIONAL PLANNING POLICY**

- 4.1 The Mona Decision is a complete endorsement of the Projco IPs' position in this application in respect of planning policy and demonstrates that the position that the Applicant has taken throughout this examination has been (as consistently asserted by the Projco IPs) incorrect on all counts.
- 4.2 Consistent with the Mona Decision, the conclusions in this examination must be that the Projco IPs' position on national planning policy (summarised in the closing statement) is the correct position. The Projco IPs' reiterate their position in the closing statement (REP8-059) in respect of the application of the NPS and their conclusions on compliance with the relevant NPS policies in this examination.
- 4.3 The Applicant has summarised its position in its conclusion at section 96 of the Applicant's Closing Statements on Wake Effect (REP8-049). This is that it "*was entirely reasonable for the Applicants to act in accordance with the accepted approach. It would be unreasonable for a retrospective standard to be applied*". This argument has never held any weight, and the Mona Decision reiterates that the approach that the Applicant has taken is the wrong position and that there is no retrospective standard being applied (only the correct standard, which the Applicant has chosen to ignore at its own risk).
- 4.4 In respect of which projects are close for the purpose of policy, the Mona Decision supports the Projco IPs' position in respect of DBA, DBB and DBC. The Secretary of State has concluded that a project is "*unarguably "close" enough to be relevant if it is accepted that there is a direct physical impact on that project*". In this case, this extends to DBA, DBB and DBC. This is the position that the Projco IPs have promoted throughout the examination. This demonstrates that the Applicant has not complied with (let alone gone beyond as it sought to argue at section 92 of its closing statement) the relevant policy.
- 4.5 Section 4.78 of the Mona Decision reiterates the point made by the Projco IPs throughout this examination that draft EN-3 has introduced additional wording to provide clarity given that promoters have been contesting the existing policy and precedent. This is made clear in the Mona Decision, where the Secretary of State confirms that the policies in draft EN-3 have been introduced because "*such doubts were being expressed, not because he considers the existing policy allows Applicant's to ignore wake effects*".

- 4.6 In relation to the weight to be afforded to draft EN-3, this will depend on the stage that draft EN-3 reaches when the decision on this application is made.

## **5. AFFECT ON FUTURE VIABILITY**

- 5.1 In the Mona Decision, the ExA and Secretary of State concluded at Section 4.83 that: “*The Secretary of State agrees with the ExA that there is insufficient evidence that wake effects will in itself be likely to affect the future viability or safety of any of Ørsted IPs existing infrastructure*”. Unlike matters of policy, which have general application, this is a case specific conclusion which is based on the impacts of the Mona Offshore Wind Farm on the Orsted projects and the evidence in front of the ExA and SoS for that determination.
- 5.2 In this case, the Projco IPs’ position is that there will be a likely effect on the future viability of DBA, DBB and DBC as a consequence of the Projects. The Projco IPs have also set out the scale of the impacts on DBA, DBB and DBC in comparison to the impacts on the Rhyl Flats scheme in the Awel y Mor decision letter and, for completeness, have set out the scale of the impacts on DBA, DBB and DBC in comparison to the impacts on the Orsted projects in the Mona Decision in section 12 below. This is important in demonstrating that the scale of impacts in this examination is significantly higher than those in the Mona Decision.
- 5.3 As has been demonstrated by the Projco IPs, the loss of revenue is (on a conservative assessment based on 2025 CfD prices) likely to be in the region of half a billion pounds and it would be higher based on merchant prices post-CfD. An impact in the region of £499 million across the operational lifetime is demonstrably significant, and the Projco IPs have identified a number of specific consequences as a result of such losses alone that are likely to affect the future viability of DBA, DBB and DBC.
- 5.4 The requirement in policy is for there to be a likely affect on future viability as a result of wake loss. There is no basis in policy to read this as wake loss being the only effect on future viability, or the determining effect on future viability. The Projco IPs’ operating model for DBA, DBB and DBC in the merchant period (being the period post-CfD where there are different economic factors) is based on a number of factors but the wake loss impacts from DBA, DBB and DBC is not one of them. Therefore, in this examination and on the basis of all other factors being equal as things stand today the Projco IPs’ position is that the predicted loss of revenue as a consequence of the wake losses caused by the Project will be the determining factor on the future viability of DBA, DBB and DBC and will more likely than not lead to issues such as the earlier decommissioning of DBA, DBB and DBC than would otherwise be the case. There is no evidence in front of this examination of any other factors which will affect the future viability of DBA, DBB or DBC.
- 5.5 Even if there were other factors that were likely to affect the future viability of DBA, DBB and DBC, if the scale of the loss of revenue as a consequence of the wake loss was the straw that broke the camel’s back and meant that there was an effect on future viability, that would still mean that the policy is engaged. This is consistent with the approach to the assessment of environmental issues and the application of principles such as cumulative effects.
- 5.6 The Applicant has not demonstrated that it is unlikely that there will be an effect on future viability through its submissions. In terms of the approach to environmental effects more generally, this can be equated to other environmental effects where the precautionary principle must be applied. Given the recognition of the importance of economics to an offshore wind farm as identified in the NPSs and the importance of DBA, DBB and DBC in achieving one of the Government’s primary objectives of Clean Power 2030, this principle should be applied in finding that there is

a likely effect on future viability of DBA, DBB and DBC. The Projco IPs' have demonstrated throughout this examination why the balance sits in favour of protecting DBA, DBB and DBC as consented and operational projects which are certain to deliver clean energy benefits given that they are being built and will be operational pre-2030.

- 5.7 The wake loss impacts have been shown in this examination to have the potential to be a determining factor in future decisions for DBA, DBB and DBC. This is a material difference between the Mona Decision and this examination.
- 5.8 The Applicant has not demonstrated that the payment of compensation would have consequences for it from a financial perspective. The Applicant can factor such compensation into its business case ahead of major financial milestones such as its CfD process in due course and similarly, design measures (should they come forward) can still be factored into their project design. The Projco IPs have demonstrated throughout that the balance of favour rests with the affected projects in this analysis.

### **The Applicant's Position**

- 5.9 The Applicants continue to misunderstand Paragraph 2.8.347 of NPS EN-3 in their closing statement. The Applicant states in the Applicant's Closing Statements on Wake Effect (REP8-049): "*It must be shown that "viability" is affected*" and that this is likely. That is a misreading of policy. The policy requires that it be shown that the impacts are likely to affect the future viability, which is an altogether different test to that characterised by the Applicant.
- 5.10 This error is reflected in the Applicant's continued reference to viability assessments in the housing context (which are designed to assess viability at a specific point in time in order to justify the approach to affordable housing) and its references to the guidance which applies to the Town and Country Planning regime and which is not appropriate in this context.

## **6. OTHER MATERIAL CONSIDERATIONS**

- 6.1 The Clean Power 2030 Action Plan is a material consideration. The Mona Decision does not expressly address this, but it reiterates the Projco IPs' position that this was a clear endorsement of the precedent by the Secretary of State.

## **7. THE CROWN ESTATE LEASING PROCESS**

- 7.1 The Mona Decision is a complete endorsement of the Projco IPs' position in this application and demonstrates that the position that the Applicant has taken throughout this examination has been incorrect.
- 7.2 The Secretary of State does not refer to the 7.5km buffer in his decision, and as identified above this is not a relevant factor for the Secretary of State in determining the meaning of "*close*" within the NPS.

## **8. THE WAKE LOSS ASSESSMENTS**

- 8.1 Section 4.79 of the Mona Decision is directly relevant to the Applicant's conduct in this examination, its refusal to engage on wake loss and its refusal to submit a wake loss assessment until it became clear that this may delay the examination.
- 8.2 Section 4.76(d) of the Mona Decision is important. The Secretary of State states that the: "*absence of an accepted industry standard model or methodology for carrying out a wake assessment does not mean that an acknowledged impact can simply be ignored*". This is important in this examination, where:

- 8.2.1 one of the technical points relates to blockage and where there is a publicly available model which the Applicant has elected not to use; and
- 8.2.2 the other issue relates to long term mean wind speed, where the Applicant has not provided the relevant information in its assessment to the Projco IPs or this examination until Deadline 8 (and which the Projco IPs do not accept as it is potentially inconsistent with information previously shared with the Projco IPs) and where the Projco IPs have set out why its approach should be preferred.
- 8.3 The Projco IPs' position remains that the Updated Wake Loss Assessment Report (REP7-140) should be preferred in terms of the determination of the extent of the adverse effects of the Project on DBA, DBB and DBC, and its position is that the Mona Decision reiterates that point.
- 8.4 However, the Projco IPs note the Secretary of State's conclusions at Section 4.81 of the Mona Decision that the "*assessment of wake effects is an emerging process, with considerable levels of uncertainty*". In this examination:
  - 8.4.1 all parties accept that there will be an impact on DBA, DBB and DBC as a consequence of the Projects (similar to the position reported at Section 4.81 of the Mona Decision); and
  - 8.4.2 the ExA and Secretary of State have an indicative range of impacts (similar to the position reported at Section 4.82 of the Mona Decision where there was an inductive range) ranging from those calculated by the Applicant to those calculated by the Projco IPs. This range is sufficient to demonstrate the significance of the impact and the necessity for protection in the favour of DBA, DBB and DBC.

## 9. EIA ASSESSMENT OF SIGNIFICANCE

- 9.1 The Mona Decision is a complete endorsement of the Projco IPs' position in this application and demonstrates that the position that the Applicant has taken throughout this examination has been incorrect.
- 9.2 Paragraph 4.77 of the Mona Decision states that: "*an acknowledged adverse environmental impact cannot be entirely ignored just because the understanding of that impact is new and evolving, or its exact impact is uncertain and not agreed. The Secretary of State is clear that this would be inconsistent with both NPS and EIA requirements*". This demonstrates that the Applicant's continued position that wake is not an environmental effect (a point expressed numerous times in the Applicant's Closing Statements on Wake Effect (REP8-049)) is not correct.
- 9.3 The Applicant's continued position that the impacts are negligible can hold no weight in this examination given the Mona Decision which confirms that wake is a planning matter and an environmental impact and given the assessment of the impacts in that case.

## 10. THE PRINCIPLE OF COMPENSATION

- 10.1 As set out in the Projco IPs' Deadline 8 Submission, the Projco IPs' position is that the Applicant has not undertaken sufficient work to demonstrate that mitigation in respect of the Project impacts could not be deployed in order to minimise the impacts on DBA, DBB and DBC. The Applicant has relied on studies for hypothetical scenarios or other offshore wind farms instead of undertaking a site-specific assessment (as the Projco IPs outlined in its response at Deadline 7). The Applicant's position is that there is no mitigation that can be imposed now but as the Projco IPs have reiterated throughout given the proposed timeframe for the development to be



commenced (seven years) and the speed of innovation in the offshore wind sector there may be when the final design of the Project is formulated.

- 10.2 The imposition of the protective provisions sets a process for such mitigation to be deployed and, in the absence of such mitigation, for compensation to be secured through consideration of a wake loss assessment which is based on the final project design. This allows for greater certainty in relation to the assessment of the impacts when the final design is known and the quantification of compensation based on those impacts.
- 10.3 The Mona Decision does not expressly engage with compensation.
- 10.4 However, in the Mona Decision the principle of compensation has clearly not been rejected. The wording of Section 29(1)(b) recognises that mitigation can be delivered through design or agreed (which is likely to take the form of compensation) and that it is appropriate to secure such a measure through a requirement.
- 10.5 This endorses the position in the Projco IPs' protective provisions, whereby physical mitigation can be (but need not be) implemented by the Applicant and where compensation remains an appropriate form of mitigation itself.

## **11. WEIGHT**

- 11.1 The Mona Decision places moderate weight on the impacts to the Orsted IPs, even though the Secretary of State's position is that the impacts are less than those in the Awel y Mor decision. This is explored further in section 12 below.
- 11.2 The Mona Decision reiterates the points previously made by the Projco IPs, which is that the Applicant's assessment of weight (summarised in section 93 of its conclusions as being limited weight to the impacts on DBA and no weight to the impacts on DBB or DBC) cannot be relied upon.

## **12. CONSISTENCY OF DECISION MAKING**

- 12.1 The Projco IPs have identified the impacts on the basis of a loss of AEP on an annual and lifetime basis throughout the examination (as opposed to solely on a percentage of generation basis) as this more accurately quantifies and demonstrates the impacts in terms of a loss of generation. This demonstrates that a pure percentage analysis is not appropriate in understanding impacts and shows the care required in such assessment, and this is explained below.
- 12.2 In the Mona Decision, the loss of AEP was calculated as being 833,388MWh (833GWh) on a lifetime basis for all of the Orsted projects. In this examination, on the Projco IPs' case, the impact of the Projects on DBA, DBB and DBC is 11 times greater than this impact and on the Applicant's case the impact of the Projects on DBA, DBB and DBC is 5 times greater than this impact.
- 12.3 It would be irrational for the Secretary of State to: 1) prescribe less weight to the impacts on DBA, DBB and DBC than the Secretary of State prescribed to the impacts to Rhyl Flats in the Awel y Mor decision and the Orsted projects in the Mona Decision; and 2) provide lesser protection to DBA, DBB and DBC than the Secretary of State provided to Rhyl Flats in the Awel y Mor decision and the Orsted projects in the Mona Decision. This is especially the case given the prominence of wake loss as a matter to be resolved in the Clean Power 2030 Action Plan, the recognition within Clean Power 2030 Action Plan for new projects to have an "*even greater propensity to cause wake effects*" and on the basis that the planning policy is substantively the same.

- 12.4 The Projco IPs have clearly set out the greater level of significance of the impact on DBA, DBB and DBC by the Projects in comparison to that caused to Rhyl Flats in the Awel y Mor decision and the Orsted projects (from the Mona Offshore Wind Farm) in the Mona Decision.
- 12.5 In the Mona Decision, the impact from the Mona Offshore Wind Farm alone was:
- 12.5.1 afforded moderate weight. Given the significantly greater impact on DBA, DBB and DBC, it would be irrational to place the same weight on such impacts (let alone less weight, as the Applicant continues to suggest); and
  - 12.5.2 so significant that mitigation was required in spite of the existence of a wake loss assessment which demonstrated less of an impact on the Orsted Projects than the wake loss assessments in front of this examination demonstrate to DBA, DBB and DBC. Given the significantly greater impact on DBA, DBB and DBC, it would be irrational not to secure mitigation or (in the absence of mitigation) compensation.
- 12.6 In the Mona Decision, the principle of compensation has not been rejected. The wording of Section 29(1)(b) recognises that mitigation can be agreed with the respective Orsted wind farms (which is likely to take the form of compensation) and that this dispenses with the need for the alternative form of mitigation through the wake effects plan which would otherwise be required.
- 12.7 The Applicant had not previously identified any sound rationale for the Secretary of State reaching a conclusion contrary to the precedent in the Awel y Mor decision and there is no sound rationale for the Secretary of State reaching a conclusion contrary to the precedent in the Mona Decision. Instead, the Applicant's position has simply been that the Secretary of State's decision on Awel y Mor was incorrect. Once that argument fails, which it must now given the Mona Decision, so does the Applicant's position on weight, the mitigation hierarchy and the justification in respect of the protective provisions.

### 13. THE PROTECTIVE PROVISIONS

- 13.1 In light of the Mona Decision, the Projco IPs position remains that protective provisions should be included within the draft Order (as opposed to the imposition of a requirement) in order for there to be appropriate protection for DBA, DBB and DBC. In the Mona Decision, it is important to note that protective provisions were not before the Secretary of State and had not been suggested by either the applicant or Orsted. The Projco IPs' position is that the protective provisions satisfy, with greater precision given the process employed and the terms and definitions used and through the use of a third-party expert, the impacts that the Secretary of State is seeking to address through Requirement 29
- 13.2 At section 4.89 of the Mona Decision, the Secretary of State confirms that with the inclusion of Requirement 29 he: "*is content that any further reasonable steps that can be taken to mitigate the severity of the impact of wake effects will be taken*". Without similar protection in favour of DBA, DBB and DBC in this examination, which the Projco IPs have identified would be best secured through the protective provisions, the Secretary of State cannot reach the same conclusion.
- 13.3 The Projco IPs' position is that the protective provisions allow for a re-quantification of the wake loss impacts based on the final project design and any mitigation which may have been included.
- 13.4 The Applicant's arguments against the inclusion of the protective provisions (or indeed a requirement) should hold no weight in this examination.
- 13.5 Section 4.79 of the Mona Decision is directly relevant to the consideration of the protective provisions. As the Secretary of State notes: "*This is an issue that should and could have been*

*properly addressed during the examination by reasonable parties acting collaboratively, rather than adopting entrenched positions*". In this examination, the Applicant has been afforded the opportunity to engage and at its own risk it has adopted the type of entrenched and unreasonable position identified by the Secretary of State in the Mona Decision in electing not to do so (either through the examination or through direct engagement with the Projco IPs).

- 13.6 The Projco IPs' position remains that it would be irrational not to provide protection to DBA, DBB and DBC. The Applicant's previous arguments regarding irrationality hold no weight.

#### **14. REQUIREMENT 29**

- 14.1 The Projco IPs' preference remains for the protective provisions to be included, and it has set out its justification for this position. The Projco IPs' consider that its wording is more precise, as it sets out the requirements for a wake loss assessment and a wake loss mitigation scheme (which are well defined, unlike the wake effects plan), and that it provides a clear process for the Applicant to follow.
- 14.2 In terms of timing, the Projco IPs note that Requirement 29 must be discharged before a wind turbine generator could be installed. The protective provisions are also pre-installation requirements but allow for greater time in advance of the installation of a wind turbine generator as they allow for the necessary steps to be taken 12 months and six months (respectively) in advance of the first installation. This should allow for the discharge to be programmed suitably in advance of installation to avoid potential delays.
- 14.3 In terms of context, it is important to note that the justification for protective provisions in this examination is based on a different set of circumstances to the imposition of the requirement through the Mona Decision. The scale of impacts is different; the examination has considered different matters and the dispute between the parties relates to technical inputs to a wake loss assessment which a third party can address through the protective provisions.
- 14.4 If the Secretary of State were minded to impose a form of protection in favour of DBA, DBB and DBC which was not in the form of the protective provisions then the Projco IPs would expect to be consulted given that: 1) the Applicant has been afforded multiple opportunities to comment on the Projco's draft protective provisions or provide its own draft protective provisions in this examination and has not done so; and 2) the Secretary of State has undertaken such consultations on other projects.

#### **15. CONCLUSION**

- 15.1 The Projco IPs' position remains that there is an adverse effect on DBA, DBB and DBC which policy directs attracts substantial weight in the decision-making process and which is far more significant than the impact identified in the Mona Decision and the Awel y Mor decision where the Secretary of State considered mitigation necessary. The Applicant's position is that there is no mitigation that can be imposed now, and so applying the mitigation hierarchy this only leaves compensation as a means of addressing this issue.
- 15.2 The Projco IPs submit that the protective provisions are included in the draft DCO in the form submitted by the Projco IPs at Deadline 5 and that without the inclusion of these protective provisions the DCO cannot be lawfully made.
- 15.3 The Projco IPs' position is that the Mona Decision supports its position.

**CMS CAMERON MCKENNA NABARRO OLSWANG LLP**  
**10 JULY 2025**