From: [redacted]
To: Mona Offshore Wind Project
Cc: [redacted] (Contractor); Mona Consents
Subject: EN010137 - Mona Offshore Wind Farm, response to Request for Information 3 (30 May 2025)
Date: 23 June 2025 17:49:57
Attachments: mona-logo-new16oct2024_9457f2ae-d260-4a9a-925d-cbad10091831.png
S_RFI3_03 Landscape Enhancement Fund Section 106 Agreement- Draft for Execution.pdf
S_RFI1_06 Without Preiudice Outline Onshore Construction Method Statement (F02) (Clean).pdf
S_RFI1_06 Without Preiudice Outline Onshore Construction Method Statement (F01_F02) (Tracked).pdf
S_RFI3_02 Response to Secretary of State Consultation 3 (letter dated 30 May 2025).pdf
S_RFI3_01 Response to the Secretary of State's Letter 30 May 2025_Cover Letter.pdf

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Dear Sir

Please find attached Mona Offshore Wind Farm's response to the Request for Information 3, in your letter dated 30 May 2025.

Kind Regards

[redacted]

[redacted]
Mona Lead Consent Manager
Email: [redacted]@m3wind.com

Mona-Logo-New16Oct2024.png

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Mona Offshore Wind Farm
Fferm Wynt Alltraeth

Security classification: Public

Mona
Offshore Wind Farm
Fferm Wynt Alltraeth

Landscape Enhancement Fund Section 106 Agreement - Draft for Execution

Latest revision						
Reason for issue	Author	Date	Checker	Date	Approver	Date
Submission to the Secretary of State	Mona Offshore Wind Limited	23.06.2025	Mona Offshore Wind Limited	23.06.2025	Mona Offshore Wind Limited	23.06.2025

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Document number	Revision code
MOCNS-J3303-JVW-10587	F01

Document revision history

Revision code	Reason for issue	Author	Date	Checked	Date	Approved	Date
F01	Submission to the Secretary of State	Mona Offshore Wind Limited	23.06.2025	Mona Offshore Wind Limited	23.06.2025	Mona Offshore Wind Limited	23.06.2025

SECTION 106 AGREEMENT

Under section 106 of the Town and Country Planning Act 1990 and section 111 of the Local Government Act 1972 relating to the Mona Offshore Wind Farm

Denbighshire County Council (1)

and

Mona Offshore Wind Limited (2)

Burges Salmon LLP
www.burges-salmon.com
Tel: +44 (0)117 307 6052
Fax: +44 (0)117 902 4400

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THIS AGREEMENT is made on 2025

BETWEEN:

(1) **DENBIGHSHIRE COUNTY COUNCIL** of Wynnstay Road, Ruthin, LL15 1YN (**"DCC"**); and

(2) **MONA OFFSHORE WIND LIMITED** of Chertsey Road, Sunbury on Thames, Middlesex, United Kingdom, TW16 7BP.

BACKGROUND

(A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and the person who is entitled to enforce the obligations contained in this Agreement.

(B) [The Developer has an interest in the Land registered at the Land Registry under title numbers [X] free from encumbrances that would prevent the Developer from entering into this Agreement].

(C) The Developer has applied to the Secretary of State for a Development Consent Order in respect of the Development.

(D) The Order includes a requirement preventing the commencement of Work No. 1 as defined in Part 1 of Schedule 1 of the Order until a landscape enhancement scheme is approved by the Council to secure compensation for the impact of the Development on the Isle of Anglesey National Landscape and the Eryri National Park.

(E) The parties have agreed to enter into this Agreement to discharge requirement 28 of the Order to secure the payment of a contribution towards compensating the residual landscape impacts of the Development on designated landscapes and the obligations contained in this Agreement may be enforced by the Council against the Developer and its successors in title as set out herein.

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990;
"Commencement Date"	the date specified in clause 3.1;
"Commercial Operation"	as defined in the Order;
"Commercial Operation Date"	the date on which the Commercial Operation of the Development commences;

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"Contribution"	the total sum payable by the Developer which shall be payable to DCC in accordance with the provisions of Schedule 1;
"Council"	means DCC;
"Decommissioning Date"	means the date on which the Developer commences the offshore decommissioning of the Development consented under the Order in accordance with the written decommissioning programme approved by the Secretary of State under a requirement of the Order;
"Development"	the construction, operation, maintenance and decommissioning of an offshore wind farm located in the Irish Sea off the coast of North Wales with a generating capacity of over 350MW, including up to 96 wind turbine generators and associated foundations, wind measurement equipment and array cables; transmission infrastructure, including up to four offshore substations and associated foundations, offshore and onshore export cables (underground), including associated transition bays and jointing bays, an onshore substation, and connection infrastructure into the national electricity grid with onshore infrastructure located in the County of Denbighshire and the County of Conwy in accordance with the Order;
"Development Consent Order"	an order made under the Planning Act 2008 granting development consent for a Nationally Significant Infrastructure Project from the Secretary of State;
"Enhancement Measures"	the measures set out in paragraph 2.1(a) of Part 2 of Schedule 1;
"Environmental Statement"	shall have the same meaning as in the Order;
"**Eryri National Park Fund**"	the amount payable by the Developer to the Council in accordance with Schedule 1 up to the maximum cap of £200,000 Index Linked;

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"Index"	the "All Items" index figure of the Index of Consumer Prices published by the Office for National Statistics or any successor ministry or department of government or such alternative index or comparable measure of price inflation as the parties agree to take account of any change in the method used to calculate the Index of the base figure used in its calculation;
"Index Linked"	the increase of a sum due under the terms of this Agreement from the date hereof until the date on which it is due or paid (if earlier) with reference to the Index;
"Interest"	interest at 2% per annum above the Bank of England base rate from time to time;
"Isle of Anglesey County Council Fund"	the amount payable by the Developer to the Council in accordance with Schedule 1 which is capped at £2,200,000 Index Linked;
"Land"	[X]
"Order"	The Mona Offshore Wind Farm Order as made by the Secretary of State in respect of the application made by the Developer (Planning Inspectorate reference: EN010137);
"Plan"	[X]
"Receptors"	those parts of the designated landscapes identified in the Environmental Statement as likely to experience significant effects as a consequence of the Development after mitigation, which are set out in Schedule 2, and each may be a **"Receptor"** individually as the context requires;
"Site"	the land on which the onshore elements of the Development may be undertaken which is shown on the Land Plan (Onshore) which is certified by Schedule 15 of the Order;
"Specialist"	has the meaning given to it in clause 9.2;

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"Steering Group"	the group which will be established to support the delivery of the Enhancement Measures pursuant to Schedule 1;
"Working Day"	any day that is not a Saturday, a Sunday, a bank holiday or a public holiday in Wales.

1.2 In this Agreement:

(a) the clause headings do not affect its interpretation;

(b) unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

(c) references to any statute or statutory provision include references to:

(i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

(ii) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

(d) references to the Land include any part of it;

(e) references to any party in this Agreement include the successors in title of that party and any references to the Council includes any successor authority exercising the same functions;

(f) "including" means "including, without limitation";

(g) any covenant by the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

(h) where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and

(i) if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

1.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it excepting any successor in title to the Developer.

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2 EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to section 106 of the 1990 Act and to the extent that they fall within the terms of that section 106 the obligations contained in this Agreement are planning obligations and are enforceable by the Council.

2.2 The covenants, restrictions and obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Developer with the intention that they bind the interests held by the Developer in the Land and their successors and assigns.

2.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and all other enabling powers.

2.4 Nothing contained or implied in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.

2.5 This Agreement will be registered as a local land charge by the Council.

2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Land in accordance with a planning permission or other consent granted after the date of this Agreement, whether or not pursuant to an appeal.

3 COMMENCEMENT DATE

3.1 The obligations contained in clauses 4.1 and 4.2 and the Schedules referred to therein do not come into effect until the date on which the Development commences pursuant to the definition of 'commencement' in the Order.

4 OBLIGATIONS OF THE PARTIES

4.1 The Developer agrees with the Council to comply with its obligations set out in Schedule 1.

4.2 The Council agrees with the Developer to comply with its obligations set out in Schedule 1.

4.3 The Council and the Developer each agree to act reasonably in exercising their discretion and discharging their functions under this Agreement and where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the parties will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

4.4 No person will be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

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5 TERMINATION OF THIS AGREEMENT

5.1 This Agreement will come to an end if:

(a) subject to clause 5.2, the Order is quashed or revoked at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable; or

(b) the Order expires before the Commencement Date without having been implemented.

5.2 Where the Agreement comes to an end under clause 5.1:

(a) the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site; and

(b) any monies paid under this Agreement to the Council, with the exception of fees paid under clause 8, are to be returned to the party that made the payment within 1 (one) month of the Agreement coming to an end together with Interest accrued on the monies from and including the date of payment to and including the date of repayment.

5.3 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

5.4 If the Developer makes a request in writing at any time after each or all of the obligations under this Agreement have been discharged and complied with (and subject to the payment of the Council's reasonable and proper costs), the Council will issue a written confirmation of such performance or discharge.

5.5 Following the performance and full satisfaction of all the terms of this Agreement (and subject to payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Developer cancel all entries made in the Local Land Charges register in respect of this Agreement.

6 NOTICES

6.1 Any notice, demand or any other communication served under this Agreement will be effective only if:

(a) delivered by hand or sent by first class post, pre-paid or recorded delivery; or

(b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

(i) The Developer: monaconsents@m3wind.com

(ii) The Council: planning@denbighshire.gov.uk

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unless otherwise agreed in writing between the parties.

6.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to the email addresses set out in clause 6.1 or to such other address as one party may notify in writing to the others at any time as its address for service.

6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

(a) if delivered by hand, at the time of delivery;

(b) if sent by post, on the second Working Day after posting; or

(c) if sent by recorded delivery, at the time delivery was signed for; or

(d) if sent by email, at the time of transmission.

6.4 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

7 COSTS OF THIS AGREEMENT

7.1 Upon completion of this Agreement the Developer shall pay to the Council its reasonable and proper legal costs capped at £1,500 (one thousand and five hundred pounds) in connection with the preparation, negotiation and completion of this Agreement.

8 INTEREST

8.1 If any payment due under this Agreement is paid late, Interest will be payable on the sum outstanding from the date payment is due to the date of payment.

9 DETERMINATION OF DISPUTES

9.1 Subject to clause 9.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 9. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

9.2 For the purposes of this clause 9 a “Specialist” is a person qualified to act as an expert in relation to the dispute having not less than ten years’ professional experience in relation to

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developments in the nature of the Development and, where reasonably available, with property in the same locality as the Receptors.

9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 9.4.

9.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

9.5 The Specialist is to act as an independent expert and shall be responsible for agreeing the process by which the dispute is to be determined with the Parties within 10 (ten) Working Days of their appointment.

9.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 9, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist (or if the Specialist makes no direction, then the costs shall be borne equally between the parties to the dispute).

9.7 This clause 9 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

9.8 Nothing in this clause 9 shall prevent either party from pursuing any proceedings to seek injunctive relief from a competent court as allowed by law.

10 WAIVER

10.1 No failure or delay by either party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11 DATA PROTECTION

11.1 The parties to this Agreement acknowledge and agree that information as to compliance with obligations pursuant to this Agreement (including as to whether or not contributions have been paid) may be passed to:

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(a) Persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that recipients of such information may then disseminate it further; and

(b) Any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000 or with any reporting requirements of the Council.

12 JURISDICTION

12.1 This Agreement is to be governed by and interpreted in accordance with the laws of England and Wales.

12.2 Subject to clause 9, the courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

13 EXECUTION

13.1 The parties have executed this Agreement as a deed and it is delivered on the date set out above.

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Schedule 1

Obligations

Part 1 – the Developer's Obligations

1.1 Prior to the commencement of Work No.1 the Developer covenants to establish a Steering Group.

1.2 The Steering Group is to be made up of representatives from the following parties:

(a) The Developer;

(b) Isle of Anglesey County Council;

(c) Natural Resources Wales; and

(d) Eryri National Park.

1.3 The Steering Group will meet regularly from inception on a frequency to be agreed by its members.

1.4 Prior to the Commercial Operation Date, the Steering Group must:

(a) agree Terms of Reference which should set out the guiding principles for achieving the goal of supporting landscape enhancement in the Receptors; and

(b) determine the final enhancement measures which will be proposed for the following five years with reference to the Enhancement Measures set out in Schedule 3.

1.5 The Steering Group must within 20 Working Days of payment of the Contributions and in line with the agreed Terms of Reference:

(a) review the final enhancement measures agreed prior to the Commercial Operation Date (and updated from time to time pursuant to this paragraph (a)) and confirm any proposed changes for the following five years;

(b) identify the amount from the Contributions which will be applied to the final enhancement measures once determined; and

(c) provide a report for the benefit of Steering Group parties including details of what final enhancement measures have been agreed and how the Contributions have been applied for the previous year.

1.6 The Developer covenants with the Council to notify the Council in writing of:

(a) the proposed Commercial Operation Date not less than 10 (ten) Working Days prior to such date;

(b) the Commercial Operation Date within 10 (ten) Working Days thereof;

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(c) the proposed Decommissioning Date not less than 10 (ten) Working Days prior to such date; and

(d) the Decommissioning Date within 10 (ten) Working Days thereof.

1.7 The Developer covenants on behalf of itself and its successors in title with the Council so as to bind its interest in the Land to pay the Contribution to the Council in accordance with the following, or as otherwise agreed in writing between the parties:

Isle of Anglesey County Council Fund

(a) £55,000.00 (fifty five thousand pounds) Index Linked shall be paid to the Council on or before the first anniversary of the Commercial Operation Date and a further £55,000.00 (fifty five thousand pounds) Index Linked per annum shall be paid to the Council on or before each subsequent anniversary of the Commercial Operation Date for 19 (nineteen) consecutive years or until the Decommissioning Date if the Decommissioning Date occurs before the twentieth anniversary of the Commercial Operation Date;

(b) £73,333.33 (seventy three thousand three hundred and thirty three pounds and thirty three pence) Index Linked shall be paid to the Council on or before the twenty first anniversary of the Commercial Operation Date and a further £73,333.33 (seventy three thousand three hundred and thirty three pounds and thirty three pence) Index Linked per annum shall be paid to the Council on or before each subsequent anniversary of the Commercial Operation Date for 14 (fourteen) consecutive years or until the Decommissioning Date if the Decommissioning Date occurs before the thirty-fifth anniversary of the Commercial Operation Date;

Eryri National Park Fund

(c) £5,000.00 (five thousand pounds) Index Linked shall be paid to the Council on or before the first anniversary of the Commercial Operation Date and a further £5,000.00 (five thousand pounds) Index Linked per annum shall be paid to the Council on or before each subsequent anniversary of the Commercial Operation Date for 19 (nineteen) consecutive years or until the Decommissioning Date if the Decommissioning Date occurs before the twentieth anniversary of the Commercial Operation Date;

(d) £6,666.67 (six thousand six hundred and sixty six pounds and sixty seven pence) Index Linked shall be paid to the Council on or before the twenty first anniversary of the Commercial Operation Date and a further £6,666.67 (six thousand six hundred and sixty six pounds and sixty seven pence) Index Linked per annum shall be paid to the Council on or before each subsequent anniversary of the Commercial Operation Date for 14 (fourteen) consecutive years or until the Decommissioning Date if the Decommissioning Date occurs before the thirty-fifth anniversary of the Commercial Operation Date;

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Part 2 –Obligations of the Council

2.1 The Council covenants with the Developer as follows:

(a) to apply each and every of part of the Contribution paid pursuant to paragraph 1.7 above towards measures determined by the Steering Group and for the avoidance of doubt may include time spent by employees of the relevant local authority undertaking work to implement the Enhancement Measures;

(b) within 28 (twenty eight) days of a written request from the Developer to provide details as to the purposes to which the Contribution or any part thereof has been applied to pursuant to paragraph 2.1;

(c) in the event that any part of the Contribution has not been applied or committed for expenditure towards measures as set out in this Schedule within the period of 5 (five) years from the date of payment of the relevant instalment and in the absence of the written agreement of the Developer that funds can be retained for a specified Enhancement Measure the relevant party shall repay the unexpended or uncommitted part of the Contribution to the Developer together with accrued Interest thereon.

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Schedule 2

Receptors

The Receptors shall include the relevant parts of:

- Anglesey National Landscape (including Anglesey Heritage Coast)
- Parc Cenedlaethol Eryri / Snowdonia National Park

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Schedule 3

Enhancement Measures

The Enhancement Measures may include:

- Improving accessibility to and promotion of the Wales Coast Path;
- Measures in relation to public rights of way, conservation areas, historic buildings, archaeology, ancient monuments linked to the aims and objectives of the designated landscapes Management Plan;
- Installing information/interpretation board on or near the Wales Coast Path which give information about the local area including its history and ecology;
- Manage car parks and points of access to conserve tranquillity and avoid visual intrusion;
- Manage people access to spread the load over a wider geographical area to limit pressure on 'honey pot' sites;
- Support for Rural Skills Programmes including events, recreational activities and environmental improvement measures that benefit from and promote The Anglesey Geopark (GeoMôn) and The Dark Skies Initiative;
- Proposals to screen or improve the appearance of unsightly structures e.g. electricity substations, visitor centres;
- Proposals to bury overhead cables underground, in conjunction with statutory undertakers;
- Improving traditional boundaries, surveys, mapping and implementation;
- Proposals for tree planting, growing, planting and aftercare;
- Conservation and management of wildflower meadows, survey, mapping and implementation;
- Conservation and management of lowland heath;
- Conservation and management of river catchments in North and East Anglesey;
- Developing and updating the AONB Management Plan; and
- Responding to Climate Change and Coastal Erosion.

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Executed as a deed by affixing)
the common seal of)
DENBIGHSHIRE COUNTY COUNCIL)
in the presence of)

Executed as a deed by)
MONA OFFSHORE WIND)
LIMITED)
acting by two directors or a director and)
its secretary)

Director

Director/Secretary

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Partners in UK offshore wind

MONA OFFSHORE WIND PROJECT

Without Prejudice Outline Onshore Construction Method Statement

S_RFI1_F02 (Clean)

Deadline: Secretary of State Request for Information

Application Reference: EN010137

Document Reference: S_RFI1_06 F02

Document Number: MOCNS-J3303-RPS-10580

23 June 2025

F02

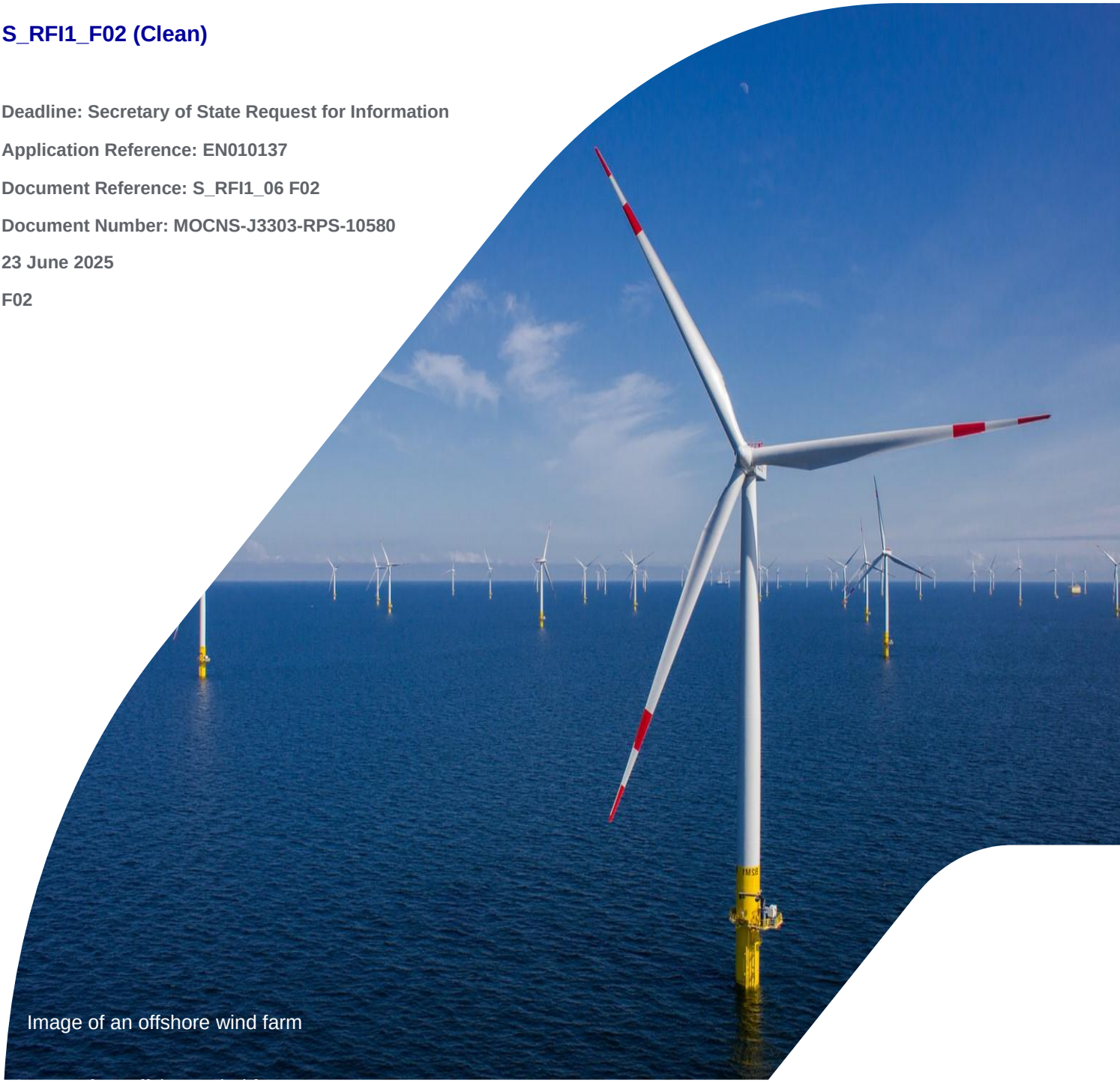

Image of an offshore wind farm

www.morganandmona.com/en

Document status

Version	Purpose of document	Authored by	Reviewed by	Approved by	Review date
F01	Secretary of State Request for Information 1	Mona Offshore Wind Ltd	Mona Offshore Wind Ltd	Mona Offshore Wind Ltd	23 May 2025
F02	Secretary of State Request for Information 3	Mona Offshore Wind Ltd	Mona Offshore Wind Ltd	Mona Offshore Wind Ltd	23 June 2025

Prepared by:

RPS

Prepared for:

Mona Offshore Wind Ltd.

Contents

Acronyms

Acronym	Description
CBS	Cement Bound Sand
CCBC	Conwy Country Borough Council
CIRIA	Construction Industry Research and Information Association
CoCP	Code of Construction Plan
DCC	Denbighshire County Council
DCO	Development Consent Order
ES	Environmental Statement
HDD	Horizontal Directional Drilling
MHWS	Mean High Water Springs
NVMP	Noise and Vibration Management Plan
TCC	Temporary Construction Compound

Units

Unit	Description
m	Metres
m^2	Metres squared

1 OUTLINE ONSHORE CONSTRUCTION METHOD STATEMENT

1.1 Overview

1.1.1.1 This Outline Onshore Construction Method Statement is provided as an appendix to the Outline Code of Construction Practice (CoCP) (Document Reference J26). It sets out the key management measures that will be implemented during the construction phase of the Mona Offshore Wind Project.

1.1.1.2 The Outline Onshore Construction Method Statement seeks to manage potential impacts that occur from the construction of the onshore elements of the Mona Offshore Wind Project. These elements occur landward of the Transition Joint Bay and comprise:

- Onshore Cable Corridor (landward of the Transition Joint Bay)
- Onshore Substation
- 400kV Grid Connection Cable Corridor.

1.1.1.3 In addition to these elements, the Outline Onshore Construction Method Statement also considers the temporary construction compounds, storage areas, mitigation areas and accesses required to support the construction of the Mona Offshore Wind Project. Elements of the Mona Offshore Wind Project between the Transition Joint Bay and Mean Low Water Springs (MLWS) are discussed in the Outline Landfall Construction Method Statement (Document Reference J26.14).

1.1.1.4 The relevant planning authority for the landfall and the western section of the Onshore Cable Corridor (i.e. west of Bodelwyddan) is Conwy County Borough Council (CCBC); the relevant planning authority for the eastern section of the Onshore Cable Corridor, the Onshore Substation and the 400kV Grid Connection Cable Corridor is Denbighshire County Council (DCC).

1.2 Purpose of the Outline Onshore Construction Method Statement

1.2.1.1 The draft Development Consent Order (DCO) (Document Reference C1) includes a requirement for the preparation of a final CoCP. The final CoCP will be supported by a series of management plans including a Construction Method Statement (as part of the final CoCP), which must be submitted to and approved by the relevant planning authority prior to the commencement of onshore works.

1.2.1.2 The purpose of this Outline Construction Method Statement is to set out the construction methodology and environmental considerations associated with the construction of the onshore elements of the Mona Offshore Project including:

- Establishment of temporary construction compounds
- Watercourse crossings
- Temporary haul road
- Onshore Cable Corridor
- Onshore Substation, permanent access road and attenuation pond
- 400kV Grid Connection Cable Corridor.

1.2.1.3 This is an outline document that is based on the design assessed in the Environmental Statement (see Volume 1, Chapter 3: Project description of the Environmental Statement (Document Reference F1.3)).

1.2.1.4 The Outline Onshore Construction Method Statement should be read in conjunction with the Outline CoCP (Document J26) and its supporting appendices.

1.3 Scope of the Outline Onshore Construction Method Statement

1.3.1.1 The scope of this Outline Onshore Construction Method Statement applies to onshore site preparation works and construction activities of the Mona Offshore Wind Project located landward of Transition Joint Bay. The Statement does not apply to activities associated with offshore works, (i.e. seaward of the MLWS).

1.3.1.2 Onshore site preparation works will be undertaken prior to the commencement of construction. These works will be undertaken in line with this Outline Onshore Construction Method Statement, as certified through the DCO. The final Onshore Construction Method Statement will be in accordance with the principles established in the Outline Onshore Construction Method Statement and will be agreed with the relevant authority prior to commencing construction of the relevant stage of the onshore works (landward of the Transition Joint Bay). For the purpose of this Plan, the term 'construction' includes all related engineering, construction and restoration activities as authorised by the DCO within the Order Limits

1.4 Construction working hours

1.4.1 Overview

1.4.1.1 Core working hours for the construction of the onshore and intertidal elements of the Mona Offshore Wind Project as secured in the DCO and are set out below:

- 07:00 to 19:00 Monday to Friday
- 07:00 to 13:00 Saturday
- No core working proposed on Sundays or bank holidays
- Up to one hour before and after core working hours for mobilisation (“mobilisation period”).

1.4.1.2 During the mobilisation period, the contractor may undertake the following activities:

- Arrival and departure of the workforce at the site, and movement to and from areas across the Mona Offshore Wind Project
- Site inspections and safety checks; site meetings
- Site clean-up (site housekeeping that does not require the use of plant)
- Low-key maintenance including site maintenance, safety checking of plant and machinery (provided this does not require or cause hammering or banging).

Extended working hours

1.4.1.3 In certain circumstances, specific works may have to be undertaken outside the core working hours listed in paragraph 1.4.1 in order to maintain time critical activities. These activities will be agreed by giving at least 48 hours notice in advance of the works to the relevant planning authority. The activities where extended hours may be required are listed in the Outline CoCP (Document Reference J26).

Emergency works

1.4.1.4 Emergency works may also be undertaken outside of the core working hours. In the event of any emergency, notification of the emergency will be given to the relevant planning authority and highways authority as soon as reasonably practicable.

1.4.2 Deliveries

1.4.2.1 Mobilisation does not include heavy good vehicle (HGV) movements into and out of construction areas (i.e. HGV movements should only occur at the construction areas during the core working hours unless otherwise agreed) but suppliers can make use of the wider highway network outside these hours to travel.

1.5 Ecological management

1.5.1 Overview

1.5.1.1 Measures to manage construction impacts on protected species and habitat features are set out within the Landscape and Ecology Management Plan (LEMP). The LEMP is secured as a requirement of the DCO and will be agreed with the relevant planning authority. An Outline LEMP is included in the DCO application (Document Reference J22)

1.5.2 Invasive species

1.5.2.1 Measures to control and remove invasive weeds will be implemented in line with relevant Department of the Environment, Food and Rural Affairs (DEFRA) and NRW best practice guidance. The measures will be set out in the final CoCP.

1.6 Establishment of temporary construction compounds

1.6.1.1 The locations of the temporary construction compounds (TCCs) are identified on the Onshore Works Plan (Document reference B3). The primary TCC will extend up to 22,500 m^2. It will operate as a central base for the onshore construction works and will house the central offices, welfare facilities, car parking and stores, as well as acting as a staging post and secure storage for equipment and component deliveries. Up to four secondary TCCs will also be provided along the Mona Onshore Cable Corridor and each will measure up to 15,000 m^2. These TCCs will be required for laydown and storage of materials and plant, and will also provide space for small temporary offices, welfare facilities, security, waste storage, parking and wheel washing facilities.

1.6.1.2 The location of the TCCs have been selected to avoid sensitive human and environmental receptors and to provide access to the highway network.

1.6.1.3 The TCCs will be set up prior to the commencement of construction of the Onshore Cable Corridor, 400kV Grid Connection Corridor and the Onshore Substation. The set-up will follow the sequence of activities below:

- Pre-construction surveys (as required) in line with the Outline LEMP (Document Reference J22)
- The accesses to the TCCs will be constructed in line with design set out in the Outline Highways Access Management Plan (Document Reference J26.16), which forms part of the CoCP. Traffic management associated with the construction of the access will be in line with the Outline Construction Traffic Management Plan (Document Reference 26.13), which forms part of the CoCP.

- Fencing of the compounds following the procedures in the Fencing Plan, which forms part of the CoCP; the CoCP is secured in the DCO. An Outline Fencing Plan is included in the DCO application (Document Reference J26.5)
- Site clearance will be undertaken within the footprint of the TCC
- Stripping and storage of the topsoil following the procedures in the Outline Soil Management Plan, which forms part of the CoCP; the CoCP is secured in the DCO. An Outline Soil Management Plan is included in the DCO application (Document Reference J26.8).
- Installation of pre-construction drainage following the procedures in the approved Construction Surface Water and Drainage Management Plan, which forms part of the CoCP; the CoCP is secured by DCO. An Outline Construction Surface Water and Drainage Management Plan is included in the DCO application (Document Reference J26.6)
- Constructing hardstanding areas by laying a geotextile or similar separation membrane directly on top of the subsoil, over which layers of crushed stone or other suitable material will be spread. Tarmac surfaces may also be provided (e.g. at the accesses to the TCCs and car parking)
- Once the TCC has been constructed, foundations for the portacabins will be installed. Once this work is completed, the cabins will be delivered and placed using a suitably sized crane.
- Installation of welfare facilities for the workforce including connection of services such as water, power, lighting and telecoms services.
- Installation of temporary lighting in line with the approved Artificial Light Emissions Plan, which forms part of the CoCP; the CoCP is secured as a requirement in DCO. An Outline Artificial Light Emissions Plan is included in the DCO application (Document Reference J26.10).

1.6.1.4 Each compound will be removed at the end of construction and the land reinstated to its former condition as far as reasonably practicable.

1.6.2 Utilities

1.6.2.1 All potentially affected utility providers will be contacted and the location of existing services will be accurately identified on the ground prior to construction or intrusive ground investigations. On exposure of services the contractor shall record the position and depth of each service encountered. All measures for protection, as agreed, will be implemented before any works commence.

1.6.2.2 All utility crossings will be undertaken in accordance with standards agreed with the utility owner/operator, as required.

1.7 Fuel, chemical and waste handling and storage

1.7.1.1 Fuel and chemical storage and handling will be in accordance with the procedures set out in the Spillage and Emergency Response Plan. Waste will be handled in accordance with the Site Waste Management Plan. Both plans form part of the CoCP, which is secured as a requirement of the DCO. An Outline Spillage and Emergency Response Plan and an outline Site Waste Management Plan are included in the DCO application (Document References J26.1 and J26. 9 respectively)

1.8 Surface water drainage

1.8.1.1 Construction of the Onshore Cable Corridor, 400kV Grid Connection Corridor and the Onshore Substation will require the temporary management of surface water. Where required, drainage will be installed along the Onshore Cable Corridor and 400kV Grid Connection Cable Corridor to ensure drainage flow is maintained. Drainage will be in line with the Construction Surface Water and Drainage Management Plan as part of the CoCP. An Outline Surface Water and Drainage Management Plan is included in the DCO application (Document Reference J26.6).

1.9 Flood risk

1.9.1.1 Construction support activities on Llanndulas Beach (required during the construction of the Landfall) are located within Flood zone 2 and 3. Flood warning and evacuation procedures for construction support workers on Llanndulas Beach are set out in the Flood Management Plan which is part of the CoCP; the CoCP is secured as a requirement in the DCO. An Outline Flood Management Plan is included in the DCO application (Document Reference J26.7). The remainder of the Mona Onshore Development Area is at low risk of flooding.

1.10 Onshore export cable installation

1.10.1 Onshore export cable installation

1.10.1.1 The onshore export cables will be installed in a flat formation or trefoil formation. In addition to the onshore power cables, fibre optic cables will be installed in additional, smaller ducts with each formation. Suitably engineered and tested granular backfill material (e.g. CBS) will be used to backfill around each set of cable ducts during installation.

1.10.1.2 Volume 5, Annex 4.3: Onshore crossing schedule of the Environmental Statement identifies obstacles along the Mona Onshore Cable Corridor that will be crossed; trenchless techniques have been identified for crossing obstacles in a number of locations. The list of obstacles using trenchless techniques is not exhaustive and the most suitable method for crossing obstacles will be confirmed at detailed design.

1.10.2 Crossing of land plot 10-179

1.10.2.1 In order to minimise potential impacts to the dairy operation currently occupying land plot 10-179 the Applicant is committed to engaging with both the owners and occupiers of the land, pre-construction, via the Agricultural Liaison Officer (see section 1.17) to determine the most suitable mitigation measures. These measures may include:

- Adopting seasonal working restrictions within land plot 10-179. Trenched cable duct installation would be limited to the months of November, December, January and February whilst the dairy cattle are housed indoors. Work area preparation, including fencing and soil stripping, for trenched cable duct installation in plot 10-179, will be undertaken in the period immediately before the seasonal restrictions, and in accordance with the final Soil Management Plan. Restoration of the land will take place as soon as possible after the works are complete, and in accordance with the final Soil Management Plan.
- If joint bays are required within land plot 10-179, a 200 m^2 area per circuit, plus a small access track linking to the haul road, will remain fenced until the cable jointing and testing is complete at the end of the onshore cable corridor

construction programme. The haul road will also be in place and fenced until completion of cable jointing and testing. Access to the rest of Plot 10-179 will be available during this time, subject to restoration requirements in the final Soil Management Plan.

- As the haul road will be required throughout the onshore construction programme to service other sections of the Onshore Cable Corridor, the haul road within Plot 10-179 will be established as close to the boundary of the Order Limits as is reasonably practicable to reduce severance, restrictions on the movement of farm machinery and avoid proximity of construction vehicles to livestock.

1.10.2.2 Should the ownership or occupation of land plot 10-179 change before the commencement of construction of the Mona Offshore Wind Project, the Applicant will engage in a similar way with any new affected persons to ensure the most appropriate mitigation measures are applied.

1.11 Watercourse crossings

1.11.1 Overview

1.11.1.1 The Mona Onshore Cable Corridor crosses a number of watercourses along its route from the Landfall to the Onshore Substation. The method that will be used to cross each watercourse is set out in Volume 5, Annex 4.3: Onshore Crossing Schedule of the Environmental Statement. In almost all cases, watercourses will be crossed using trenchless techniques (e.g. Horizontal Directional Drilling (HDD)). In the remaining locations, open-cut trenching will be used.

1.11.1.2 In addition to the watercourse crossings for the onshore export cables, it may be necessary to install temporary crossings where the haul road intersects with ditches and small watercourses.

1.11.1.3 A summary of the watercourse and haul road crossing methods is provided below. The design of the watercourse crossings at each location will follow the approach set out in the National Culverts Study (NRW, 2022).

1.11.2 Trenchless techniques

1.11.2.1 A programme of intrusive site investigations will be undertaken at locations along the Onshore Cable Corridor. Results from these investigations will be used to characterise ground conditions and to undertake a controlled water risk assessment that will inform the detailed design of trenchless technique locations.

1.11.2.2 HDD is a trenchless method for installing underground ducts and cables in a shallow arc along a prescribed bore path by using a surface launched drilling rig. It is one of the most commonly used techniques to be used to cross obstacles such as watercourses. The typical activities required by a HDD operation are summarised below:

- Site survey and bore planning:
  - Prior to the commencement of HDD operations, a site survey will be conducted. Intrusive surveys will be undertaken to establish the geological and geotechnical conditions at each HDD location. The survey team will create an accurate plan of the drill path and elevations of the proposed duct. This will include a hydrogeological assessment to confirm the depth of the drill and to establish an appropriate standoff between the drill path and hard bed of watercourses and the bedrock geology. During the survey, any buried services

which are in close proximity to the route will be clearly marked and documented on the survey drawings and on the site (where possible).

  - A bore plan and profile will be created from the results of the survey. The plan will provide final information on the proposed bore arc including entrance and exit points, radius of curvature and the bore diameter required to accommodate the cables.

- Preparation of site for HDD operation:
  - For larger HDD crossings, a stoned compound will be required at the HDD entry point for equipment, drilling fluid management system, laydown area, launch and reception pits. These areas will be cleared of vegetation and topsoil. Hardcore will then be laid to provide a firm work area. A description of these compounds is provided in section 4.1.7.
  - A regular supply of water will be required at the HDD sites during the HDD operations for the mixing of drill fluid. Storage tanks may be required if alternative supplies of water cannot be provided.
  - The HDD process may require the use of bentonite and grout: bentonite is used as a lubricant and grout is used as a sealant. Both substances can cause harm to the water environment as they are alkaline. The use of the material will be carefully controlled to avoid a breakout in the bed of the watercourse and/or spillage and runoff from tanks and plant at the drive shaft. A bentonite breakout plan has been included in the Outline Spillage and Emergency Response Plan (Document Reference J26.1). Bentonite will be recycled during the HDD process and would be disposed of as a controlled waste following the completion of construction.
  - At longer and larger bores a lagoon/settling pond may be required at the launch site to contain the bentonite slurry arisings from the HDD bore. The lagoon/settling pond will have a sufficient capacity to accommodate the drill arisings/slurry from the HDD operation. Tankers may be required to control the levels of slurry where necessary. For short drills, the entry and exit pits will act as a slurry pit.
  - A slurry pit/settling pond will also be required in the HDD reception site to collect any slurry discharged from the drill hole.

1.11.3 Open-cut trenching at watercourses

1.11.3.1 The likely methodology for crossing minor watercourses, such as field drains using open-trench installation is described below. Baseline geomorphology surveys will inform the detailed design of the crossing. The details are indicative to provide an overview of the works required. The sequence assumes that site set up has already been undertaken

- Stage 1 - Construction of dam and culvert or pump installation:
  - The flow of the existing watercourse will be cut off using one of a range of options (as taken from CIRIA C6648). These options include a clay bund, sand bags, stop planks, cofferdams, caissons or specialist dams.
  - The cofferdam (or equivalent method) will be installed for the duration of the trenching works in that section. This will ensure that, where flow is present in the watercourse, it is pumped around the working area and be returned to the watercourse/ditch downstream of the works.

  - Once the cofferdam (or equivalent) is in place, a diesel-powered pump will be used to pump water round and bypass the cofferdam. Subject to the depth of the watercourse, pumping may be required before the dam is competed. Containment will be provided around the pump to minimise the risk of diesel leaks.
  - The diversion will be started at a suitable point upstream to minimise effects. In accordance with CIRIA guidance, the discharge pipe will be placed - downstream by a sufficient distance of the works with protection in place to avoid the scouring of the bed or banks at the outfall. The discharge hose will be directed through a filtering medium before the pumped water is returned to the watercourse.

- Stage 2 – Trench excavation:
  - The cable trenches will then be excavated according to engineering specifications. The excavation of trenches will be supervised by a banksman.
  - Turf, topsoil and subsoil from the excavation will be segregated and stored in separate stockpiles. The stockpiles will be located away from the watercourse crossings with measures in place to ensure any runoff from the stockpiles does not enter watercourses or drainage ditches.
  - In the event that the trenches need dewatering, water from the dewatering activities will be released under agreement with Natural Resources Wales (NRW) to a local drainage ditch, watercourse and/or spread over ground. Water from dewatering activities will pass through a silt interceptor (or equivalent) prior to discharging to drainage ditches or watercourses.
  - Depending on soil properties, a layer of Cement Bound Sand (CBS) or subsoil will be used to line the bottom of the trench.
- Stage 3 – Cable installation:
  - The cabling will be installed within the trench across the watercourses from adjacent joint bay positions.
  - Once the cables are in place, the trench will be backfilled with CBS or subsoil (subject to soil properties). Once the backfill is levelled, protective cable tiles and warning marker tape will be put in place. Excavated subsoil and topsoil will be used to further backfill and reinstate the cable trench.
- Stage 4 – Reinstatement
  - Once the cable is laid and the trench reinstated, the base of the watercourse bed will be consolidated. The cofferdam (or equivalent method) will be removed in a reverse procedure to that used for construction.
  - Any works to ensure the integrity of the banks on either side of the watercourse will be undertaken. This may include geotextiles, reseeding/reinstatement of vegetation and placing of locally sourced stones.
  - The water flow will be reinstated and the pumps removed.

1.11.3.2 Baseline geomorphology surveys will also be undertaken where the haul road crosses smaller watercourses and ditches to inform the design of the crossing e.g. , temporary culvert crossings. The culverts will comprise appropriately sized pre-cast flume pipes and placed on or below the hard bed of the watercourse. The pipes will be equal to or greater than the diameter of the flume upstream to accommodate the water volumes and flows necessary. Where the bed of the watercourse is excavated to install the

pipe, the bed materials will be carefully removed and stored in sequence for reinstatement on removal of the culvert at the end of construction. Care will also be taken to avoid damage to the geomorphology of the channel during installation and removal of the culverts. Temporary silt mitigation measures will also be implemented to avoid pollution of the watercourse with suspended solids. The design of the crossing will also take into account of ecological receptors where necessary.

1.11.3.3 Permanent culverts will be installed where required along the permanent access road to the Onshore Substation.

1.11.3.4 The design (and reinstatement following removal) of these crossings will be dependent on the particular setting and characteristics of the watercourse at the crossing location including geomorphology considerations (as identified in the baseline geomorphology surveys). All works will be designed in accordance with recognised best practice guidance current at the time of the design, including guidance developed by NRW and other UK environment agencies (EA, SEPA) including CIRIA C689 'Culvert design and operation guide' (2010).

1.11.3.5 It is proposed to disapply Regulation 12 of the Environmental Permitting (England and Wales) Regulations 2016 Flood Risk Activity Permits (FRAPs). The DCO also seeks to disapply sections 23 and 30 of the and Land Drainage Act 1991 Ordinary Watercourse Consent (OWC). The detailed design of the crossings will be agreed with the relevant stakeholder and documented in the detailed Onshore Construction Method Statement.

1.12 Jointing bays and link boxes

1.12.1.1 Joint Bays (JBs) and Link Boxes (LBs) will be required along the onshore cable route. JBs are typically concrete lined pits, that provide a clean and dry environment for jointing sections of cable together. Land above the JBs will be fully reinstated: JBs will only require access during the operations and maintenance phase in the event of a cable failure requiring replacement.

1.13 Temporary haul road

1.13.1 Construction

1.13.1.1 The temporary haul road will be constructed within the Mona Onshore Cable Corridor and 400 kV Grid Connection Corridor. The haul road will provide access from the TCCs to the Onshore Cable Corridor; the haul road will also provide access within the easement. The specification of the haul road will be confirmed during detailed design but it is likely to be constructed from an engineered fill, with geotextile layers. The material will be granular and semi-permeable of an appropriate standard. The stone haul road will be constructed by placing successive layers of stone compacted on a layer of permeable geo-textile membrane. Haul roads will be periodically inspected and maintained throughout the construction period. The haul road will be removed at the end of construction.

1.13.2 Speed limits

1.13.2.1 The site speed limit will be 15 mph on the haul road and must be adhered to at all times. Appropriate speed limits within the temporary construction compounds will be set. Speed limit signs will be installed on all construction roads and site access roads. Vehicles on site will be fitted with visual and audible warning devices for reversing where appropriate.

1.13.2.2 Banksmen will be used, if required, when reversing in the compounds and on the temporary haul road.

1.14 Onshore Substation

1.14.1 Onshore substation piling

1.14.1.1 Foundations for the Onshore Substation may require piling. Details of specific piling requirements are not yet known and will be confirmed following detailed design and further geotechnical investigations, Where piling is required, a piling risk assessment will be undertaken and reported in the final Onshore Construction Method Statement.

1.14.2 Onshore substation AILs

1.14.2.1 It is expected that a number of abnormal indivisible loads (AILs) comprising large components such as transformers will be transported to the Onshore Substation. In addition, smaller AILs will also need access for cable drum deliveries to several points along the Onshore Cable Corridor. Depending on the width, length or weight of the laden vehicle, different notice periods will be provided to HAs, bridge authorities and the police. Further information on the management of AILs is provided in the Construction Traffic Management Plan as part of the CoCP. Permanent access road

1.14.2.2 A programme of intrusive site investigation will be undertaken of the Onshore Substation platform and surrounding area. Information from the investigations will be used to inform the detailed design and the construction methods to be employed. Where piling is required to construct foundations, a piling risk assessment will be undertaken to ensure that piles do not create a pathway for pollutants. The detailed design process will also use the investigation findings to confirm the presence of deep mines in the areas of historical mining activity (as reported in Volume 7, Annex 1.1: Aquifers, groundwater abstractions and ground conditions of the Environmental Statement). Laboratory results from the soil sampling and borehole logs will be reviewed to confirm whether contaminants are present and to characterise ground conditions.

1.14.2.3 The construction of the Onshore Substation comprises the following activities:

- Pre-construction surveys (as required) in line with the Outline LEMP and establishment of the temporary mitigation areas as identified in the Great crested newt mitigation strategy (Appendix D of the Outline LEMP (Document Reference J22)) as is secured in the DCO
- Highway works - clearance and construction of the access for the temporary construction road off Glascoed Road
- Site clearance along the route of the temporary access road, construction compound and the Onshore Substation platform. This will include clearance of vegetation and the trapping of great crested newt and reptiles in accordance with the LEMP (Appendix D of the Outline LEMP (Document Reference J22).
- Fencing following the procedures in the approved Fencing Plan, which forms part of the CoCP; the CoCP is secured as a requirement in the DCO An Outline Fencing Plan is included in the DCO application (Document Reference J26.5)
- Stripping and storage of the topsoil along the temporary construction access road; stripping and storage will follow the procedures in the Outline Soil Management Plan, which is part of CoCP; the CoCP is secured in the DCOAn

Outline Soil Management Plan is included in the DCO application (Document Reference J26.8)

- Importation of stone and surfacing of the temporary access road
- Stripping and storage of topsoil from the temporary construction compound areas in line with the Soil Management Plan, which forms part of the CoCP; the CoCP is secured in the DCO. Topsoil will be stored around the perimeter of the construction compounds.
- Constructing hardstanding areas on compounds, importing stone and setting up of welfare and office facilities as per section 1.4. Surfacing of car park and installation of services
- Stripping of topsoil from the Onshore Substation platform area and attenuation pond in line with the approved Soil Management Plan, which is part of the CoCP; the CoCP is secured in DCO An Outline Soil Management Plan is included in the DCO application (Document Reference J26.8).
- Following completion of the topsoil stripping, the pre-earthworks drainage will be installed prior the Onshore Substation cut and fill works in line with the Construction Surface Water and Drainage Management Plan, which is part of the CoCP; the CoCP is secured in the DCO. (. An Outline Construction Surface Water and Drainage Management Plan is included in the DCO application (Document Reference J26.6).
- Earthworks including cut and fill for the Onshore Substation
- Excavation of the attenuation pond and realignment of the ordinary watercourse in line with the Operational Drainage Management Plan, which is secured in the DCO (Document Reference J27). An Outline Operational Drainage Management Strategy is included in the DCO application (Document R Reference J28)
- Import and compaction of stone to create the Onshore Substation platform
- Civils groundworks of the Onshore Substation including the construction of the foundations and building works. Activities will include:
  - Concrete foundations to all structures: detailed design will determine if piling is required
  - Installation of drainage, pipe work ducts and troughing
  - Installation of permanent fencing using strip foundation
  - Construction of internal access roads, transformer skids and parking
- Installation of mechanical/electrical equipment at Onshore Substation
- Commissioning of Onshore Substation

1.14.2.4 Restoration of the construction compounds and the temporary access road and, construction of the permanent mitigation areas in line with the LEMP as secured in the DCO. An Outline LEMP is included in the DCO application (Document Reference J22).

1.15 Restoration and Reinstatement

1.15.1.1 Following completion of construction operations all agricultural land will be restored to its previous condition as far as possible. This will include the replacement of field boundaries and stock fences. Soil will be reinstated in accordance with Soil Management Plan, which forms part of the CoCP. The CoCP is secured as a

requirement in the DCO. An Outline Soil Management Plan is included in the DCO application (Document Reference J26.8).

1.15.1.2 Land drains within the Onshore Cable Corridor and 400kV Grid Connection, which may be temporarily affected by construction operations, will also be restored following completion of construction. This is important to ensure that the growth of trees and hedgerows is not affected by changes to the surface water drainage system.

1.15.1.3 Ecological reinstatement will be implemented in accordance with the final LEMP and will include re-planting of hedgerows along the Onshore Cable Corridor and 400kV Grid Connection Cable Corridor. Trees will not be planted over the edge of the onshore export cable to avoid the risk of damage to the cable.

1.16 Emergency contacts

1.16.1.1 Emergency contact details will be provided in the Spillage and Emergency Response Plan which forms part of the CoCP. An Outline Spillage and Emergency Response Plan is included in the DCO application (Document Reference J26.1)

1.17 Landowner liaison

1.17.1.1 Liaison with landowners will primarily be directed through the Agricultural Liaison Officer as defined in the CoCP and secured in the DCO.

Partners in UK offshore wind

MONA OFFSHORE WIND PROJECT

Without Prejudice Outline Onshore Construction Method Statement

S_RFI1_06 F01_S_RFI1_06 F02 (Tracked)

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~~F01~~

F02

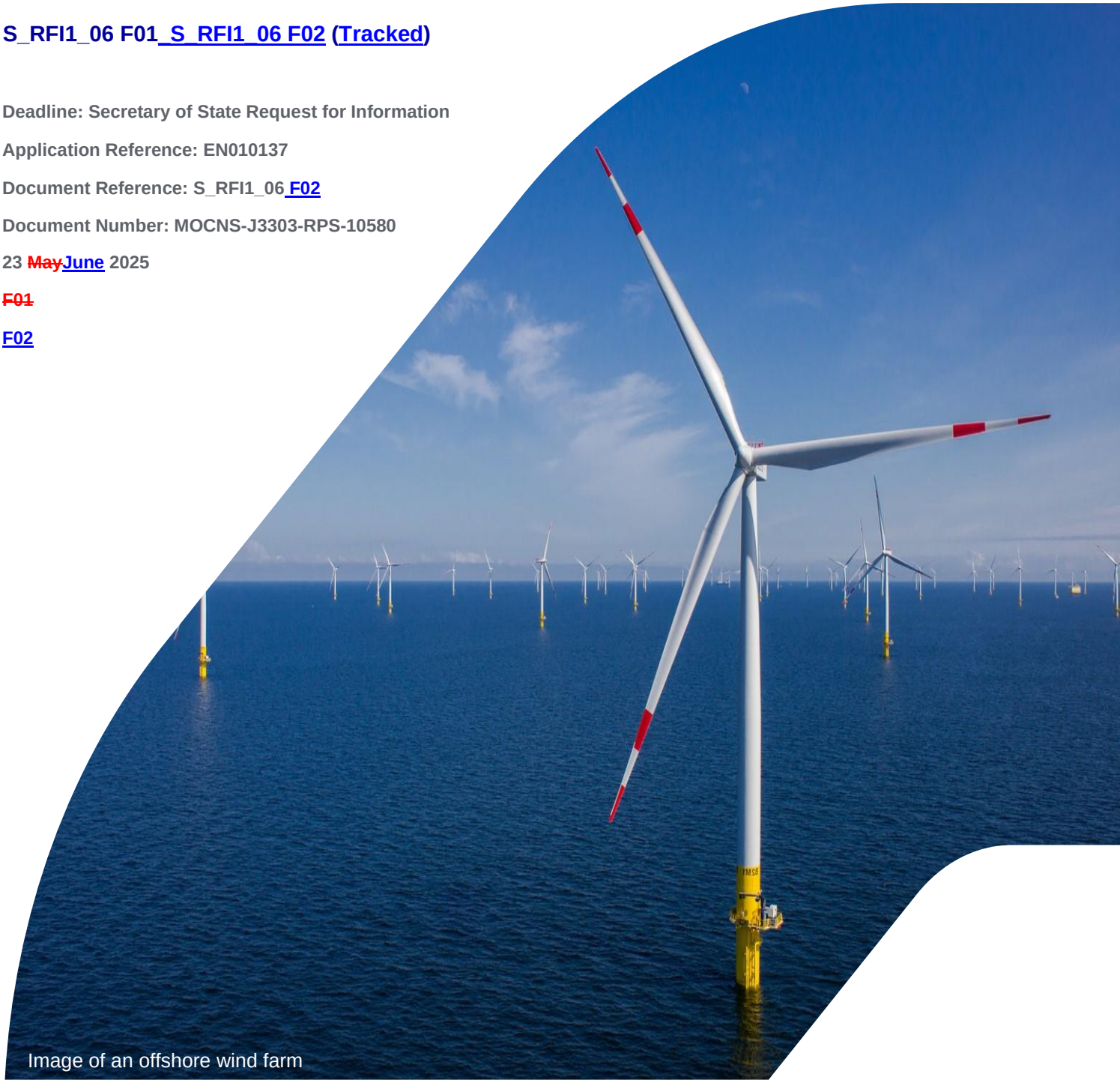

Image of an offshore wind farm

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F01	Secretary of State Request for Information 1	Mona Offshore Wind Ltd	Mona Offshore Wind Ltd	Mona Offshore Wind Ltd	23 May 2025
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Prepared by:

RPS

Prepared for:

Mona Offshore Wind Ltd.

Contents

Acronyms

Acronym	Description
CBS	Cement Bound Sand
CCBC	Conwy Country Borough Council
CIRIA	Construction Industry Research and Information Association
CoCP	Code of Construction Plan
DCC	Denbighshire County Council
DCO	Development Consent Order
ES	Environmental Statement
HDD	Horizontal Directional Drilling
MHWS	Mean High Water Springs
NVMP	Noise and Vibration Management Plan
TCC	Temporary Construction Compound

Units

Unit	Description
m	Metres
m^2	Metres squared

1 OUTLINE ONSHORE CONSTRUCTION METHOD STATEMENT

1.1 Overview

1.1.1.1 This Outline Onshore Construction Method Statement is provided as an appendix to the Outline Code of Construction Practice (CoCP) (Document Reference J26). It sets out the key management measures that will be implemented during the construction phase of the Mona Offshore Wind Project.

1.1.1.2 The Outline Onshore Construction Method Statement seeks to manage potential impacts that occur from the construction of the onshore elements of the Mona Offshore Wind Project. These elements occur landward of the Transition Joint Bay and comprise:

- Onshore Cable Corridor (landward of the Transition Joint Bay)
- Onshore Substation
- 400kV Grid Connection Cable Corridor.

1.1.1.3 In addition to these elements, the Outline Onshore Construction Method Statement also considers the temporary construction compounds, storage areas, mitigation areas and accesses required to support the construction of the Mona Offshore Wind Project. Elements of the Mona Offshore Wind Project between the Transition Joint Bay and Mean Low Water Springs (MLWS) are discussed in the Outline Landfall Construction Method Statement (Document Reference J26.14).

1.1.1.4 The relevant planning authority for the landfall and the western section of the Onshore Cable Corridor (i.e. west of Bodelwyddan) is Conwy County Borough Council (CCBC); the relevant planning authority for the eastern section of the Onshore Cable Corridor, the Onshore Substation and the 400kV Grid Connection Cable Corridor is Denbighshire County Council (DCC).

1.2 Purpose of the Outline Onshore Construction Method Statement

1.2.1.1 The draft Development Consent Order (DCO) (Document Reference C1) includes a requirement for the preparation of a final CoCP. The final CoCP will be supported by a series of management plans including a Construction Method Statement (as part of the final CoCP), which must be submitted to and approved by the relevant planning authority prior to the commencement of onshore works.

1.2.1.2 The purpose of this Outline Construction Method Statement is to set out the construction methodology and environmental considerations associated with the construction of the onshore elements of the Mona Offshore Project including:

- Establishment of temporary construction compounds
- Watercourse crossings
- Temporary haul road
- Onshore Cable Corridor
- Onshore Substation, permanent access road and attenuation pond
- 400kV Grid Connection Cable Corridor.

1.2.1.3 This is an outline document that is based on the design assessed in the Environmental Statement (see Volume 1, Chapter 3: Project description of the Environmental Statement (Document Reference F1.3)).

1.2.1.4 The Outline Onshore Construction Method Statement should be read in conjunction with the Outline CoCP (Document J26) and its supporting appendices.

1.3 Scope of the Outline Onshore Construction Method Statement

1.3.1.1 The scope of this Outline Onshore Construction Method Statement applies to onshore site preparation works and construction activities of the Mona Offshore Wind Project located landward of Transition Joint Bay. The Statement does not apply to activities associated with offshore works, (i.e. seaward of the MLWS).

1.3.1.2 Onshore site preparation works will be undertaken prior to the commencement of construction. These works will be undertaken in line with this Outline Onshore Construction Method Statement, as certified through the DCO. The final Onshore Construction Method Statement will be in accordance with the principles established in the Outline Onshore Construction Method Statement and will be agreed with the relevant authority prior to commencing construction of the relevant stage of the onshore works (landward of the Transition Joint Bay). For the purpose of this Plan, the term 'construction' includes all related engineering, construction and restoration activities as authorised by the DCO within the Order Limits

1.4 Construction working hours

1.4.1 Overview

1.4.1.1 Core working hours for the construction of the onshore and intertidal elements of the Mona Offshore Wind Project as secured in the DCO and are set out below:

- 07:00 to 19:00 Monday to Friday
- 07:00 to 13:00 Saturday
- No core working proposed on Sundays or bank holidays
- Up to one hour before and after core working hours for mobilisation (“mobilisation period”).

1.4.1.2 During the mobilisation period, the contractor may undertake the following activities:

- Arrival and departure of the workforce at the site, and movement to and from areas across the Mona Offshore Wind Project
- Site inspections and safety checks; site meetings
- Site clean-up (site housekeeping that does not require the use of plant)
- Low-key maintenance including site maintenance, safety checking of plant and machinery (provided this does not require or cause hammering or banging).

Extended working hours

1.4.1.3 In certain circumstances, specific works may have to be undertaken outside the core working hours listed in paragraph 1.4.1 in order to maintain time critical activities. These activities will be agreed by giving at least 48 hours notice in advance of the works to the relevant planning authority. The activities where extended hours may be required are listed in the Outline CoCP (Document Reference J26).

Emergency works

1.4.1.4 Emergency works may also be undertaken outside of the core working hours. In the event of any emergency, notification of the emergency will be given to the relevant planning authority and highways authority as soon as reasonably practicable.

1.4.2 Deliveries

1.4.2.1 Mobilisation does not include heavy good vehicle (HGV) movements into and out of construction areas (i.e. HGV movements should only occur at the construction areas during the core working hours unless otherwise agreed) but suppliers can make use of the wider highway network outside these hours to travel.

1.5 Ecological management

1.5.1 Overview

1.5.1.1 Measures to manage construction impacts on protected species and habitat features are set out within the Landscape and Ecology Management Plan (LEMP). The LEMP is secured as a requirement of the DCO and will be agreed with the relevant planning authority. An Outline LEMP is included in the DCO application (Document Reference J22)

1.5.2 Invasive species

1.5.2.1 Measures to control and remove invasive weeds will be implemented in line with relevant Department of the Environment, Food and Rural Affairs (DEFRA) and NRW best practice guidance. The measures will be set out in the final CoCP.

1.6 Establishment of temporary construction compounds

1.6.1.1 The locations of the temporary construction compounds (TCCs) are identified on the Onshore Works Plan (Document reference B3). The primary TCC will extend up to 22,500 m^2. It will operate as a central base for the onshore construction works and will house the central offices, welfare facilities, car parking and stores, as well as acting as a staging post and secure storage for equipment and component deliveries. Up to four secondary TCCs will also be provided along the Mona Onshore Cable Corridor and each will measure up to 15,000 m^2. These TCCs will be required for laydown and storage of materials and plant, and will also provide space for small temporary offices, welfare facilities, security, waste storage, parking and wheel washing facilities.

1.6.1.2 The location of the TCCs have been selected to avoid sensitive human and environmental receptors and to provide access to the highway network.

1.6.1.3 The TCCs will be set up prior to the commencement of construction of the Onshore Cable Corridor, 400kV Grid Connection Corridor and the Onshore Substation. The set-up will follow the sequence of activities below:

- Pre-construction surveys (as required) in line with the Outline LEMP (Document Reference J22)
- The accesses to the TCCs will be constructed in line with design set out in the Outline Highways Access Management Plan (Document Reference J26.16), which forms part of the CoCP. Traffic management associated with the construction of the access will be in line with the Outline Construction Traffic Management Plan (Document Reference 26.13), which forms part of the CoCP.

- Fencing of the compounds following the procedures in the Fencing Plan, which forms part of the CoCP; the CoCP is secured in the DCO. An Outline Fencing Plan is included in the DCO application (Document Reference J26.5)
- Site clearance will be undertaken within the footprint of the TCC
- Stripping and storage of the topsoil following the procedures in the Outline Soil Management Plan, which forms part of the CoCP; the CoCP is secured in the DCO. An Outline Soil Management Plan is included in the DCO application (Document Reference J26.8).
- Installation of pre-construction drainage following the procedures in the approved Construction Surface Water and Drainage Management Plan, which forms part of the CoCP; the CoCP is secured by DCO. An Outline Construction Surface Water and Drainage Management Plan is included in the DCO application (Document Reference J26.6)
- Constructing hardstanding areas by laying a geotextile or similar separation membrane directly on top of the subsoil, over which layers of crushed stone or other suitable material will be spread. Tarmac surfaces may also be provided (e.g. at the accesses to the TCCs and car parking)
- Once the TCC has been constructed, foundations for the portacabins will be installed. Once this work is completed, the cabins will be delivered and placed using a suitably sized crane.
- Installation of welfare facilities for the workforce including connection of services such as water, power, lighting and telecoms services.
- Installation of temporary lighting in line with the approved Artificial Light Emissions Plan, which forms part of the CoCP; the CoCP is secured as a requirement in DCO. An Outline Artificial Light Emissions Plan is included in the DCO application (Document Reference J26.10).

1.6.1.4 Each compound will be removed at the end of construction and the land reinstated to its former condition as far as reasonably practicable.

1.6.2 Utilities

1.6.2.1 All potentially affected utility providers will be contacted and the location of existing services will be accurately identified on the ground prior to construction or intrusive ground investigations. On exposure of services the contractor shall record the position and depth of each service encountered. All measures for protection, as agreed, will be implemented before any works commence.

1.6.2.2 All utility crossings will be undertaken in accordance with standards agreed with the utility owner/operator, as required.

1.7 Fuel, chemical and waste handling and storage

1.7.1.1 Fuel and chemical storage and handling will be in accordance with the procedures set out in the Spillage and Emergency Response Plan. Waste will be handled in accordance with the Site Waste Management Plan. Both plans form part of the CoCP, which is secured as a requirement of the DCO. An Outline Spillage and Emergency Response Plan and an outline Site Waste Management Plan are included in the DCO application (Document References J26.1 and J26. 9 respectively)

1.8 Surface water drainage

1.8.1.1 Construction of the Onshore Cable Corridor, 400kV Grid Connection Corridor and the Onshore Substation will require the temporary management of surface water. Where required, drainage will be installed along the Onshore Cable Corridor and 400kV Grid Connection Cable Corridor to ensure drainage flow is maintained. Drainage will be in line with the Construction Surface Water and Drainage Management Plan as part of the CoCP. An Outline Surface Water and Drainage Management Plan is included in the DCO application (Document Reference J26.6).

1.9 Flood risk

1.9.1.1 Construction support activities on Llanndulas Beach (required during the construction of the Landfall) are located within Flood zone 2 and 3. Flood warning and evacuation procedures for construction support workers on Llanndulas Beach are set out in the Flood Management Plan which is part of the CoCP; the CoCP is secured as a requirement in the DCO. An Outline Flood Management Plan is included in the DCO application (Document Reference J26.7). The remainder of the Mona Onshore Development Area is at low risk of flooding.

1.10 Onshore export cable installation

1.10.1 Onshore export cable installation

1.10.1.1 The onshore export cables will be installed in a flat formation or trefoil formation. In addition to the onshore power cables, fibre optic cables will be installed in additional, smaller ducts with each formation. Suitably engineered and tested granular backfill material (e.g. CBS) will be used to backfill around each set of cable ducts during installation.

1.10.1.2 Volume 5, Annex 4.3: Onshore crossing schedule of the Environmental Statement identifies obstacles along the Mona Onshore Cable Corridor that will be crossed; trenchless techniques have been identified for crossing obstacles in a number of locations. The list of obstacles using trenchless techniques is not exhaustive and the most suitable method for crossing obstacles will be confirmed at detailed design.

1.10.2 Crossing of land plot 10-179

1.10.2.1 In order to minimise potential impacts to the dairy operation currently occupying land plot 10-179 the Applicant is committed to engaging with both the owners and occupiers of the land, pre-construction, via the Agricultural Liaison Officer (see section 1.17) to determine the most suitable mitigation measures. These measures may include:

- Adopting seasonal working restrictions ~~with~~within land plot 10-179. Trenched cable duct installation would be limited to the months of November, December, January and February whilst the dairy cattle are housed indoors. Work area preparation, including fencing and soil stripping, for trenched cable duct installation in plot 10-179, will be undertaken in the period immediately before the seasonal restrictions, and in accordance with the final Soil Management Plan. Restoration of the land will take place as soon as possible after the works are complete, and in accordance with the final Soil Management Plan.
- ~~Establishing the~~ If joint bays are required within land plot 10-179, a 200 m^2 area per circuit, plus a small access track linking to the haul road ~~within Plot 10-179~~, will remain fenced until the cable jointing and testing is complete at the end of the

onshore cable corridor construction programme. The haul road will also be in place and fenced until completion of cable jointing and testing. Access to the rest of Plot 10-179 will be available during this time, subject to restoration requirements in the final Soil Management Plan.

- As the haul road will be required throughout the onshore construction programme to service other sections of the Onshore Cable Corridor, the haul road within Plot 10-179 will be established as close to the boundary of the Order Limits as is reasonably practicable to reduce severance, restrictions on the movement of farm machinery and avoid proximity of construction vehicles to livestock.

~~29.0.0.0~~1.10.2.2 Should the ownership or occupation of land plot 10-179 change before the commencement of construction of the Mona Offshore Wind Project, the Applicant will engage in a similar way with any new affected persons to ensure the most appropriate mitigation measures are applied.

1.11 Watercourse crossings

1.11.1 Overview

1.11.1.1 The Mona Onshore Cable Corridor crosses a number of watercourses along its route from the Landfall to the Onshore Substation. The method that will be used to cross each watercourse is set out in Volume 5, Annex 4.3: Onshore Crossing Schedule of the Environmental Statement. In almost all cases, watercourses will be crossed using trenchless techniques (e.g. Horizontal Directional Drilling (HDD)). In the remaining locations, open-cut trenching will be used.

1.11.1.2 In addition to the watercourse crossings for the onshore export cables, it may be necessary to install temporary crossings where the haul road intersects with ditches and small watercourses.

1.11.1.3 A summary of the watercourse and haul road crossing methods is provided below. The design of the watercourse crossings at each location will follow the approach set out in the National Culverts Study (NRW, 2022).

1.11.2 Trenchless techniques

1.11.2.1 A programme of intrusive site investigations will be undertaken at locations along the Onshore Cable Corridor. Results from these investigations will be used to characterise ground conditions and to undertake a controlled water risk assessment that will inform the detailed design of trenchless technique locations.

1.11.2.2 HDD is a trenchless method for installing underground ducts and cables in a shallow arc along a prescribed bore path by using a surface launched drilling rig. It is one of the most commonly used techniques to be used to cross obstacles such as watercourses. The typical activities required by a HDD operation are summarised below:

- Site survey and bore planning:
  - Prior to the commencement of HDD operations, a site survey will be conducted. Intrusive surveys will be undertaken to establish the geological and geotechnical conditions at each HDD location. The survey team will create an accurate plan of the drill path and elevations of the proposed duct. This will include a hydrogeological assessment to confirm the depth of the drill and to establish an appropriate standoff between the drill path and hard bed of watercourses and the bedrock geology. During the survey, any buried services

which are in close proximity to the route will be clearly marked and documented on the survey drawings and on the site (where possible).

  - A bore plan and profile will be created from the results of the survey. The plan will provide final information on the proposed bore arc including entrance and exit points, radius of curvature and the bore diameter required to accommodate the cables.

- Preparation of site for HDD operation:
  - For larger HDD crossings, a stoned compound will be required at the HDD entry point for equipment, drilling fluid management system, laydown area, launch and reception pits. These areas will be cleared of vegetation and topsoil. Hardcore will then be laid to provide a firm work area. A description of these compounds is provided in section 4.1.7.
  - A regular supply of water will be required at the HDD sites during the HDD operations for the mixing of drill fluid. Storage tanks may be required if alternative supplies of water cannot be provided.
  - The HDD process may require the use of bentonite and grout: bentonite is used as a lubricant and grout is used as a sealant. Both substances can cause harm to the water environment as they are alkaline. The use of the material will be carefully controlled to avoid a breakout in the bed of the watercourse and/or spillage and runoff from tanks and plant at the drive shaft. A bentonite breakout plan has been included in the Outline Spillage and Emergency Response Plan (Document Reference J26.1). Bentonite will be recycled during the HDD process and would be disposed of as a controlled waste following the completion of construction.
  - At longer and larger bores a lagoon/settling pond may be required at the launch site to contain the bentonite slurry arisings from the HDD bore. The lagoon/settling pond will have a sufficient capacity to accommodate the drill arisings/slurry from the HDD operation. Tankers may be required to control the levels of slurry where necessary. For short drills, the entry and exit pits will act as a slurry pit.
  - A slurry pit/settling pond will also be required in the HDD reception site to collect any slurry discharged from the drill hole.

1.11.3 Open-cut trenching at watercourses

1.11.3.1 The likely methodology for crossing minor watercourses, such as field drains using open-trench installation is described below. Baseline geomorphology surveys will inform the detailed design of the crossing. The details are indicative to provide an overview of the works required. The sequence assumes that site set up has already been undertaken

- Stage 1 - Construction of dam and culvert or pump installation:
  - The flow of the existing watercourse will be cut off using one of a range of options (as taken from CIRIA C6648). These options include a clay bund, sand bags, stop planks, cofferdams, caissons or specialist dams.
  - The cofferdam (or equivalent method) will be installed for the duration of the trenching works in that section. This will ensure that, where flow is present in the watercourse, it is pumped around the working area and be returned to the watercourse/ditch downstream of the works.

  - Once the cofferdam (or equivalent) is in place, a diesel-powered pump will be used to pump water round and bypass the cofferdam. Subject to the depth of the watercourse, pumping may be required before the dam is competed. Containment will be provided around the pump to minimise the risk of diesel leaks.
  - The diversion will be started at a suitable point upstream to minimise effects. In accordance with CIRIA guidance, the discharge pipe will be placed - downstream by a sufficient distance of the works with protection in place to avoid the scouring of the bed or banks at the outfall. The discharge hose will be directed through a filtering medium before the pumped water is returned to the watercourse.

- Stage 2 – Trench excavation:
  - The cable trenches will then be excavated according to engineering specifications. The excavation of trenches will be supervised by a banksman.
  - Turf, topsoil and subsoil from the excavation will be segregated and stored in separate stockpiles. The stockpiles will be located away from the watercourse crossings with measures in place to ensure any runoff from the stockpiles does not enter watercourses or drainage ditches.
  - In the event that the trenches need dewatering, water from the dewatering activities will be released under agreement with Natural Resources Wales (NRW) to a local drainage ditch, watercourse and/or spread over ground. Water from dewatering activities will pass through a silt interceptor (or equivalent) prior to discharging to drainage ditches or watercourses.
  - Depending on soil properties, a layer of Cement Bound Sand (CBS) or subsoil will be used to line the bottom of the trench.
- Stage 3 – Cable installation:
  - The cabling will be installed within the trench across the watercourses from adjacent joint bay positions.
  - Once the cables are in place, the trench will be backfilled with CBS or subsoil (subject to soil properties). Once the backfill is levelled, protective cable tiles and warning marker tape will be put in place. Excavated subsoil and topsoil will be used to further backfill and reinstate the cable trench.
- Stage 4 – Reinstatement
  - Once the cable is laid and the trench reinstated, the base of the watercourse bed will be consolidated. The cofferdam (or equivalent method) will be removed in a reverse procedure to that used for construction.
  - Any works to ensure the integrity of the banks on either side of the watercourse will be undertaken. This may include geotextiles, reseeding/reinstatement of vegetation and placing of locally sourced stones.
  - The water flow will be reinstated and the pumps removed.

1.11.3.2 Baseline geomorphology surveys will also be undertaken where the haul road crosses smaller watercourses and ditches to inform the design of the crossing e.g. , temporary culvert crossings. The culverts will comprise appropriately sized pre-cast flume pipes and placed on or below the hard bed of the watercourse. The pipes will be equal to or greater than the diameter of the flume upstream to accommodate the water volumes and flows necessary. Where the bed of the watercourse is excavated to install the

pipe, the bed materials will be carefully removed and stored in sequence for reinstatement on removal of the culvert at the end of construction. Care will also be taken to avoid damage to the geomorphology of the channel during installation and removal of the culverts. Temporary silt mitigation measures will also be implemented to avoid pollution of the watercourse with suspended solids. The design of the crossing will also take into account of ecological receptors where necessary.

1.11.3.3 Permanent culverts will be installed where required along the permanent access road to the Onshore Substation.

1.11.3.4 The design (and reinstatement following removal) of these crossings will be dependent on the particular setting and characteristics of the watercourse at the crossing location including geomorphology considerations (as identified in the baseline geomorphology surveys). All works will be designed in accordance with recognised best practice guidance current at the time of the design, including guidance developed by NRW and other UK environment agencies (EA, SEPA) including CIRIA C689 'Culvert design and operation guide' (2010).

1.11.3.5 It is proposed to disapply Regulation 12 of the Environmental Permitting (England and Wales) Regulations 2016 Flood Risk Activity Permits (FRAPs). The DCO also seeks to disapply sections 23 and 30 of the and Land Drainage Act 1991 Ordinary Watercourse Consent (OWC). The detailed design of the crossings will be agreed with the relevant stakeholder and documented in the detailed Onshore Construction Method Statement.

1.12 Jointing bays and link boxes

1.12.1.1 Joint Bays (JBs) and Link Boxes (LBs) will be required along the onshore cable route. JBs are typically concrete lined pits, that provide a clean and dry environment for jointing sections of cable together. Land above the JBs will be fully reinstated: JBs will only require access during the operations and maintenance phase in the event of a cable failure requiring replacement.

1.13 Temporary haul road

1.13.1 Construction

1.13.1.1 The temporary haul road will be constructed within the Mona Onshore Cable Corridor and 400 kV Grid Connection Corridor. The haul road will provide access from the TCCs to the Onshore Cable Corridor; the haul road will also provide access within the easement. The specification of the haul road will be confirmed during detailed design but it is likely to be constructed from an engineered fill, with geotextile layers. The material will be granular and semi-permeable of an appropriate standard. The stone haul road will be constructed by placing successive layers of stone compacted on a layer of permeable geo-textile membrane. Haul roads will be periodically inspected and maintained throughout the construction period. The haul road will be removed at the end of construction.

1.13.2 Speed limits

1.13.2.1 The site speed limit will be 15 mph on the haul road and must be adhered to at all times. Appropriate speed limits within the temporary construction compounds will be set. Speed limit signs will be installed on all construction roads and site access roads. Vehicles on site will be fitted with visual and audible warning devices for reversing where appropriate.

1.13.2.2 Banksmen will be used, if required, when reversing in the compounds and on the temporary haul road.

1.14 Onshore Substation

1.14.1 Onshore substation piling

1.14.1.1 Foundations for the Onshore Substation may require piling. Details of specific piling requirements are not yet known and will be confirmed following detailed design and further geotechnical investigations, Where piling is required, a piling risk assessment will be undertaken and reported in the final Onshore Construction Method Statement.

1.14.2 Onshore substation AILs

1.14.2.1 It is expected that a number of abnormal indivisible loads (AILs) comprising large components such as transformers will be transported to the Onshore Substation. In addition, smaller AILs will also need access for cable drum deliveries to several points along the Onshore Cable Corridor. Depending on the width, length or weight of the laden vehicle, different notice periods will be provided to HAs, bridge authorities and the police. Further information on the management of AILs is provided in the Construction Traffic Management Plan as part of the CoCP. Permanent access road

1.14.2.2 A programme of intrusive site investigation will be undertaken of the Onshore Substation platform and surrounding area. Information from the investigations will be used to inform the detailed design and the construction methods to be employed. Where piling is required to construct foundations, a piling risk assessment will be undertaken to ensure that piles do not create a pathway for pollutants. The detailed design process will also use the investigation findings to confirm the presence of deep mines in the areas of historical mining activity (as reported in Volume 7, Annex 1.1: Aquifers, groundwater abstractions and ground conditions of the Environmental Statement). Laboratory results from the soil sampling and borehole logs will be reviewed to confirm whether contaminants are present and to characterise ground conditions.

1.14.2.3 The construction of the Onshore Substation comprises the following activities:

- Pre-construction surveys (as required) in line with the Outline LEMP and establishment of the temporary mitigation areas as identified in the Great crested newt mitigation strategy (Appendix D of the Outline LEMP (Document Reference J22)) as is secured in the DCO
- Highway works - clearance and construction of the access for the temporary construction road off Glascoed Road
- Site clearance along the route of the temporary access road, construction compound and the Onshore Substation platform. This will include clearance of vegetation and the trapping of great crested newt and reptiles in accordance with the LEMP (Appendix D of the Outline LEMP (Document Reference J22).
- Fencing following the procedures in the approved Fencing Plan, which forms part of the CoCP; the CoCP is secured as a requirement in the DCO An Outline Fencing Plan is included in the DCO application (Document Reference J26.5)
- Stripping and storage of the topsoil along the temporary construction access road; stripping and storage will follow the procedures in the Outline Soil Management Plan, which is part of CoCP; the CoCP is secured in the DCOAn

Outline Soil Management Plan is included in the DCO application (Document Reference J26.8)

- Importation of stone and surfacing of the temporary access road
- Stripping and storage of topsoil from the temporary construction compound areas in line with the Soil Management Plan, which forms part of the CoCP; the CoCP is secured in the DCO. Topsoil will be stored around the perimeter of the construction compounds.
- Constructing hardstanding areas on compounds, importing stone and setting up of welfare and office facilities as per section 1.4. Surfacing of car park and installation of services
- Stripping of topsoil from the Onshore Substation platform area and attenuation pond in line with the approved Soil Management Plan, which is part of the CoCP; the CoCP is secured in DCO An Outline Soil Management Plan is included in the DCO application (Document Reference J26.8).
- Following completion of the topsoil stripping, the pre-earthworks drainage will be installed prior the Onshore Substation cut and fill works in line with the Construction Surface Water and Drainage Management Plan, which is part of the CoCP; the CoCP is secured in the DCO. (. An Outline Construction Surface Water and Drainage Management Plan is included in the DCO application (Document Reference J26.6).
- Earthworks including cut and fill for the Onshore Substation
- Excavation of the attenuation pond and realignment of the ordinary watercourse in line with the Operational Drainage Management Plan, which is secured in the DCO (Document Reference J27). An Outline Operational Drainage Management Strategy is included in the DCO application (Document R Reference J28)
- Import and compaction of stone to create the Onshore Substation platform
- Civils groundworks of the Onshore Substation including the construction of the foundations and building works. Activities will include:
  - Concrete foundations to all structures: detailed design will determine if piling is required
  - Installation of drainage, pipe work ducts and troughing
  - Installation of permanent fencing using strip foundation
  - Construction of internal access roads, transformer skids and parking
- Installation of mechanical/electrical equipment at Onshore Substation
- Commissioning of Onshore Substation

1.14.2.4 Restoration of the construction compounds and the temporary access road and, construction of the permanent mitigation areas in line with the LEMP as secured in the DCO. An Outline LEMP is included in the DCO application (Document Reference J22).

1.15 Restoration and Reinstatement

1.15.1.1 Following completion of construction operations all agricultural land will be restored to its previous condition as far as possible. This will include the replacement of field boundaries and stock fences. Soil will be reinstated in accordance with Soil Management Plan, which forms part of the CoCP. The CoCP is secured as a

requirement in the DCO. An Outline Soil Management Plan is included in the DCO application (Document Reference J26.8).

1.15.1.2 Land drains within the Onshore Cable Corridor and 400kV Grid Connection, which may be temporarily affected by construction operations, will also be restored following completion of construction. This is important to ensure that the growth of trees and hedgerows is not affected by changes to the surface water drainage system.

1.15.1.3 Ecological reinstatement will be implemented in accordance with the final LEMP and will include re-planting of hedgerows along the Onshore Cable Corridor and 400kV Grid Connection Cable Corridor. Trees will not be planted over the edge of the onshore export cable to avoid the risk of damage to the cable.

1.16 Emergency contacts

1.16.1.1 Emergency contact details will be provided in the Spillage and Emergency Response Plan which forms part of the CoCP. An Outline Spillage and Emergency Response Plan is included in the DCO application (Document Reference J26.1)

1.17 Landowner liaison

1.17.1.1 Liaison with landowners will primarily be directed through the Agricultural Liaison Officer as defined in the CoCP and secured in the DCO.

Mona Offshore Wind Farm
Fferm Wynt Alltraeth

Security classification: Public

Mona
Offshore Wind Farm
Fferm Wynt Alltraeth

RESPONSE TO THE SECRETARY OF STATE CONSULTATION 3 (LETTER DATED 30 MAY 2025)

Latest revision						
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Contents

Glossary

Term	Meaning
Applicant	Mona Offshore Wind Limited.
Development Consent Order (DCO)	An order made under the Planning Act 2008 granting development consent for one or more Nationally Significant Infrastructure Project (NSIP).
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.
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 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 Wind Project	The Mona Offshore Wind Project is comprised of both the generation assets, offshore and onshore transmission assets, and associated activities.
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.
Wind turbines	The wind turbine generators, including the tower, nacelle and rotor.

Acronyms

Acronym	Description
ANSP	Air Navigation Service Providers
APDO	Approved Procedure Design Organisation
ATS	Air Traffic Services
CAA	Civil Aviation Authority
CAP	Civil Aviation Publication
CoCP	Code of Construction Practice
DCO	Development Consent Order
DIO	Defence Infrastructure Organisation
IAIP	Integrated Aeronautical Information Package
IFP	Instrument Flight Procedures
MCA	Maritime and Coastguard Agency
MDS	Maximum Design Scenario
NPPF	National Planning Policy Framework
NRW	Natural Resources Wales
PSR	Primary Surveillance Radar
RNP	Required Navigation Performance

1 RESPONSE TO SECRETARY OF STATE CONSULTATION 3 (LETTER DATED 30 MAY 2025)

1.1 Introduction

1.1.1.1 On 30 May 2025, the Secretary of State published a letter (the SoS's letter) requesting information from the Applicant (Mona Offshore Wind Limited) and others. The Applicant's responses to the SoS's letter are provided in the following sections of this document:

- Amendments to outline Code of Construction Practice (Section 1.2)
- Section 135 consent for woodland plots 02-034 and 02-036 (Section 1.3)
- Section 106 agreement for the Landscape Enhancement Scheme (Section 1.4)
- Warton Aerodrome Primary Surveillance Radar (Section 1.5)

1.2 Amendments to outline Code of Construction Practice

1.2.1 Introduction

1.2.1.1 Paragraphs 3 and 4 of the SoS's letter are in relation to the outline Code of Construction Practice (CoCP) and are set out as follows:

*3. The Secretary of State notes that the **Applicant** has provided specific mitigation measures for the Evans' landholding at section 1.10.2.1 of the WP Outline Onshore Construction Method Statement but also notes that the plot is currently up for sale by the landowners.*

*4. Without prejudice to his final decision, the Secretary of State requests that the **Applicant** provides an amended version of the WP Outline Onshore Construction Method Statement that secures these mitigation measures for any landholders or tenants of that land who may require them and not limited to a particular tenant.*

1.2.2 Response

1.2.2.1 The Applicant has provided an updated version of the Without Prejudice Outline Onshore Construction Method Statement (S_RFI1_06 F02) to clarify that the proposed mitigation measures for land plot 10-179 will be agreed with the relevant Affected Parties before the commencement of construction.

1.2.2.2 The Applicant has also reviewed the submission made by J Bradburne Price and Co on behalf of G Lloyd Evans and Sons in response to the Secretary of State Consultation 2 (letter dated 29 May 2025). The points raised in this submission were addressed by the Applicant during the examination and are briefly summarised below for completeness:

- Joint bays and link boxes must be located between 750 m and 1,750 m apart, as described in Volume 1, Chapter 3: Project Description (REP7-027). The location of the joint bays and link boxes must be considered across the onshore export cable as a whole, from the landfall transition joint bay to the onshore substation, rather than on a land parcel by land parcel basis as their spacing across the entire route is a key element of the electrical system design.
- The Applicant has committed to crossings of existing infrastructure and major obstacles such as highways, utilities and watercourses with trenchless techniques. Joint bays and link boxes cannot be located in sections of the Mona Onshore Cable Corridor where trenchless techniques are used as these sections require an uninterrupted cable length because of the installation technique and burial depth. Therefore, the location of joint bays and link boxes is limited by the commitments to use trenchless techniques as set out in Volume 5, Annex 5.3: Onshore Crossing Schedule (REP7-055).
- Adding additional sections of trenchless crossing at this stage would reduce the flexibility the Applicant needs to be able to design an efficient electrical system at the detailed design stage.
- The detailed design stage is expected to commence later in 2025 following the Secretary of State's decision on the Development Consent Order (DCO), in line with standard practice for major infrastructure projects.

- Initial design work indicates that a long drill will be the most likely solution for crossing the existing infrastructure in plot 10-179 and the surrounding area, however, this cannot be determined until the detailed design stage when additional ground investigation information will be available to inform this design.
- The Applicant is committed to continued engagement with G Lloyd Evans and Sons and will provide information regarding cable installation technique and construction methods as soon as it is available.

1.2.2.3 The Applicant's appointed land Agents, [redacted] and their appointed agent [redacted] had a productive meeting on Friday 13 June 2025 to discuss possible mitigation measures, including the examples outlined in the Without Prejudice Outline Construction Method Statement (S_RFI1_06 F02) and the Applicant is hopeful that a voluntary agreement can be reached.

1.3 Section 135 consent for woodland plots 02-034 and 02-036

1.3.1 Introduction

1.3.1.1 Paragraph 5 of the SoS's letter is in relation to Section 135 consent for woodland plots 02-034 and 02-036 and is set out as follows:

*5. The **Applicant** should provide confirmation that Natural Resources Wales (NRW) has given occupier's section 135 consent in respect of its legal interests in Gwrych Wood (also plot 02-034 and 02-036).*

1.3.2 Response

1.3.2.1 The Applicant does not consider that section 135 consent is required from NRW in respect of woodland plots 02-034 and 02-036 ("Plots").

1.3.2.2 As set out in the letter dated 22 May 2025 addressed to the Planning Inspectorate Case Team from the Deputy Director for Landscapes, Nature and Forestry (included as appendix A to the Applicant's response to the Secretary of State's letter dated 12 May 2025), the Welsh Ministers hold a leasehold interest in the Plots, and NRW manage the Plots on behalf of the Welsh Ministers' by virtue of section 3 of the Forestry Act 1967 ("Section 3").

1.3.2.3 NRW do not occupy the Plots, nor are they a tenant, and nor do they have a separate legal interest in the Plots.

1.3.2.4 NRW have been granted limited statutory authority to manage the Plots as set out in Section 3.

1.3.2.5 The Applicant has engaged with NRW, which has confirmed that NRW's position is that it manages the Plots via Section 3 and they do not occupy the Plots. NRW is granted statutory powers under Section 3 to manage the Plot and represent the Welsh Ministers in doing so. NRW does not have a separate legal interest in the Plots. There is no requirement for the Applicant to obtain section 135 consent from NRW above what was contained in the letter dated 22 May 2025 referred to above.

1.4 Section 106 agreement for the Landscape Enhancement Scheme

1.4.1 Introduction

1.4.1.1 Paragraphs 6, 7 and 8 of the SoS's letter are in relation to the Section 106 agreement for the Landscape Enhancement Scheme and are set out as follows:

*6. The **Applicant** should provide a signed and executed section 106 planning agreement for the Landscape Enhancement Scheme under the Town and Country Planning Act 1990 relating to the landscapes of the Isle of Anglesey National Landscape and the Eryri National Park.*

7. The Secretary of State notes the Applicant's position, in response to his 12 May request, which suggests that provision of the s106 is not possible. However, the Applicant told the Examining Authority that "The Applicant and the relevant parties will engage on the drafting of a Section 106 agreement with the intention of providing an agreed version to the Secretary of State in advance of the decision on the Mona DCO application."

*8. If provision of the s106 is not possible by 23 June, the Secretary of State requests that the **Applicant** explain why the position has changed. The Applicant should also provide confirmation from the other parties to the proposed s106 that agreement is not possible by 23 June.*

1.4.2 Response

1.4.2.1 To clarify, the Applicant's position has not changed. The intention was always, and remains, to have a section 106 agreement where the drafting is agreed by all parties, with only signatures to be applied and the document to be completed at the appropriate time. It is not possible to enter into a section 106 agreement until suitable land is available to the Applicant to bind. As the Applicant does not currently hold any land within the Order limits, and will not before a grant of a DCO, the section 106 agreement cannot be completed. The Applicant will instead complete the agreed version of the section 106 once land is available to be bound, post consent.

1.4.2.2 The approach taken by the Applicant follows the method adopted by the Awel y Môr Offshore Wind Farm and was accepted as satisfactory by the Secretary of State in that instance.

1.4.2.3 The Applicant also notes that Requirement 28 of the Draft DCO (AS-036) restricts the commencement of Work No. 1 before a scheme for the provision of landscape enhancement in accordance with the landscape enhancement scheme principles has been submitted to and approved by the relevant planning authority in consultation with other relevant authorities. This ensures that landscape enhancement will be delivered in relation to the development. The section 106 details the means by which that landscape enhancement is to be delivered. Again this reflects the Awel y Môr Offshore Wind Farm Order 2023. It is therefore in the Applicant's interests to complete the section 106, in order to secure discharge of the requirement, and the Applicant does not see any barriers to achieving that post consent.

1.4.2.4 The Applicant has submitted an agreed version of the section 106 (S_RFI3_03), with all drafting agreed by Denbighshire County Council, Isle of Anglesey County Council and Snowdonia National Park Authority.

1.5 Warton Aerodrome Primary Surveillance Radar

1.5.1 Introduction

1.5.1.1 Paragraph 9 of the SoS's letter is in relation to the Warton Aerodrome Primary Surveillance Radar and is set out as follows:

*9. The **Applicant** should provide confirmation that it has reached agreement with the DIO and BAE Systems regarding the wording of Requirement 23 as outlined in Table 1.1 of the Applicant's response to the Secretary of State's letter dated 12 May 2025.*

1.5.1.2 The Applicant has provided a response to Paragraph 9 in section 1.5.2 below.

1.5.2 Response to Paragraph 9

1.5.2.1 The Applicant contacted BAE Systems on 08, 13 and 21 May and 03 June 2025, requesting a meeting to engage on outstanding matters, the latter of which was specifically with regard to Requirement 23 and the SoS's letter of 12 May 2025; however, BAE Systems did not respond. The Applicant met with the Defence Infrastructure Organisation (DIO) on 06 June 2025 to discuss the draft requirement wording and next steps to engage directly with BAE.

1.5.2.2 The Applicant, DIO and BAE Systems met on 13 June 2025, after BAE Systems had submitted its response to the SoS. During that meeting, the Applicant explained why it considers the current Requirement 23 in the final draft DCO (AS-036) is appropriate, as it is based on precedent and meets the National Planning Policy Framework (NPPF) tests of a 'requirement'.

1.5.2.3 Critically, it requires the Secretary of State to consult with the Operator (BAE Systems) and DIO in discharging the requirement. It requires arrangements to have been put in place with the Operator to ensure the mitigation is implemented, which is for the protection of BAE Systems. That provides BAE Systems with direct input on the design and implementation of the mitigation solution, based on the final detailed design of the Mona Offshore Wind Project. If BAE Systems considered there to be any inadequacy in the mitigation package, then this would be a material factor for the Secretary of State, who could decide not to discharge the requirement. BAE Systems has offered no explanation why this well-precedented approach is inadequate to protect its commercial interests.

1.5.2.4 The Applicant explained to BAE Systems that it is willing to adopt, without prejudice to its position set out above, the drafting of an equivalent requirement to that in the Morgan Offshore Wind Project: Generation Assets and Morecambe Offshore Windfarm Generations Assets final draft DCOs, but with some minor revisions made to add clarity in terms of responsibilities, as set out in Table 1.1 of the Applicant's response to the Secretary of State's letter dated 12 May 2025 (S_RFI1_02). The drafting changes made by the Applicant are not considered contentious, and most importantly, do not affect the security provided to BAE Systems. During the meeting on 13 June 2025, BAE Systems did not comment on them.

1.5.2.5 The Applicant, DIO and BAE Systems also discussed the cessation paragraph (6) in the draft requirement that BAE Systems issued to the Applicant via the DIO on 23 May 2025. The Applicant set out in its previous submission in response to the Secretary of State's letter dated 12 May 2025 that inclusion of such a provision within the DCO is

unreasonable, as it contradicts Civil Aviation Authority (CAA) policy and precedent, could undermine grid stability if enacted, and could prevent the Applicant being able to take a Final Investment Decision through the introduction of an unquantifiable risk. The inclusion of a cessation provision in the requirement could prevent the Mona Offshore Wind Project progressing to construction and operation. The Applicant would also note that this was a late suggestion by BAE Systems that was not made as part of the Mona examination (BAE Systems had not registered as an Interested Party in Mona's examination), the Morgan Generation examination, and only at the very end of the Morecambe Generation examination.

1.5.2.6 Furthermore, the Applicant considers that inclusion of such a provision is unjustified when the mitigation solution and commercial arrangement that supports it would be determined post-consent. The Applicant submits that any operational requirements and conditions that apply between the technical mitigation for the Primary Surveillance Radar (PSR) and the operation of the wind farm are complex matters that are appropriately developed as part of that post-consent package that will ultimately be approved by the Secretary of State, in consultation with BAE Systems, to discharge the requirement. Inclusion of a blanket cessation provision would be unreasonable and unnecessary.

1.5.2.7 The Applicant further set out to BAE Systems why a cessation clause is not appropriate on the face of the DCO because it gives a definitive position which would cause difficulties for funding and due diligence requirements with future lenders. The cessation paragraph (6) does not contain any detail and is therefore onerous and not set in precedent, so would be a red flag to funders, who wouldn't lend to the project. It is therefore more suitable to be discussed as part of negotiations on a commercial agreement, as part of the mitigation agreement.

1.5.2.8 BAE Systems stated that they saw the cessation provision as a mitigation for what they termed an unquantifiable risk that the operation of the mitigation may be temporarily interrupted, and they could not accept any commercial risk to their business operations. BAE Systems argued that, notwithstanding that Warton Aerodrome is licensed by the CAA, the provisions which the Applicant set out in its 30 May 2025 submission, which apply to civil aerodromes, do not apply to Warton Aerodrome. The Applicant considers that any such commercial issues, if substantiated, should be addressed through commercial negotiation, not on the face of the DCO. Requirement 23 is drafted to ensure that the safety of primary radar operations is maintained, in accordance with NPS policy.

1.5.3 Response to BAE Systems submission of 12 June 2025

1.5.3.1 BAE Systems is seeking to introduce a range of late additional requests for mitigation to be secured for Walney and Warton Aerodromes relating to Instrument Flight Procedures (IFP), communication and navigation (CNS) and Air Traffic Services (ATS) at the Walney and Warton Aerodromes. BAE Systems have not directly engaged with the Applicant on the need for further requirements in the DCO.

Instrument Flight Procedures

1.5.3.2 Regarding IFPs, the Applicant consulted with BAE Systems on the Mona Offshore Wind Project throughout the pre-application phase, during the course of the Examination and post-Examination. The Applicant considered the effects of the Mona

Offshore Wind Project on all Walney Aerodrome and Warton Aerodrome IFPs published in the CAA Integrated Aeronautical Information Package (IAIP), which was submitted as part of the DCO application (APP-181). The assessment concluded no impact on the published IFPs for either aerodrome.

1.5.3.3 BAE Systems did not register as an Interested Party and did not submit a representation regarding the conclusions of the assessment. Furthermore, the matter of IFPs was not raised in several meetings with BAE regarding Warton PSR on 22 July, 16 September and 1 November 2024. On 09 January 2025, approximately one week prior to the end of the Mona Offshore Wind Project examination, BAE Systems requested the Applicant commission NATS (Services) Limited (the Walney Aerodrome approved procedure design organisation (APDO)) to undertake an assessment for an as-yet undesigned and unpublished new IFP for Walney Aerodrome, which the Applicant agreed to.

1.5.3.4 Furthermore, at a meeting on 31 January 2025, after the Mona Offshore Wind Project examination had ended, BAE Systems requested that the Applicant undertake a further assessment for an as-yet undesigned and unpublished new IFP for Warton Aerodrome, which the Applicant agreed to do using Sagentia Aviation, the Warton Aerodrome APDO.

1.5.3.5 The results of the NATS assessment for Walney Aerodrome (issued to BAE Systems on 21 May 2025) identified a minor impact to on-going conceptual Required Navigation Performance (RNP) designs requiring an increase to the Minimum Sector Altitude to 2,200 feet. The Applicant has been keen to discuss the assessment results with BAE Systems to determine what actions, if any, are required given that the IFP is still in the design stage. However, the Applicant has not yet received a response from BAE Systems to its email of 21 May 2025. Regarding the new IFP assessment for Warton Aerodrome, this has not yet been completed as BAE Systems have not yet provided the requested information to Sagentia Aviation to undertake the assessment.

Communication and navigation

1.5.3.6 BAE Systems raised potential effects on CNS (via the Morgan Offshore Wind Project: Generation Assets examination) on 22 November 2024. BAE Systems stated that CAA had made BAE Systems aware of the issue during a CAA Air Navigation Service Providers (ANSP) audit on the 19 and 20 November 2024. BAE Systems requested that the Applicant commission NATS to undertake an assessment on Ultra High Frequency and Very High Frequency communications for Warton Aerodrome. The Civil Aviation Publication (CAP) 670: Air Traffic Serves Safety Requirements, sets out a two-step process: the first step is to determine through theoretical, mathematical modelling, the conceptual effect of the project against the Maximum Design Scenario (MDS). The second step is for the aerodrome to assess the potential for operational impact.

1.5.3.7 The Applicant commissioned NATS to undertake the ‘step-one’ assessment, which concluded that no impact is expected on any of the aerodrome’s navigational aids. Regarding communications, the assessment concluded that there could be degradation in signal quality in the area around and behind the wind turbines at low altitude but that this reduces as the height above the turbines increases. The NATS assessment also states that no attempt was made to estimate the operational significance of any technical impact identified, as NATS felt this can only properly be

determined by specialists at the aerodrome who are actively engaged in providing the required air traffic service (the second step in the CAP 670 guidance).

1.5.3.8 The Applicant issued the NATS report to BAE Systems on 08 May 2025 and requested a meeting to discuss the report and next steps, such as Warton Aerodrome undertaking the operational assessment to determine whether there is in fact a potential issue and whether mitigation is required. However, the Applicant has not received a response. The Applicant would note that it is not aware of this matter being reported in connection with any operating offshore wind farms, including the existing wind farms in the Irish Sea. Furthermore, the potential impact of an offshore wind farm on CNS was investigated in 2005 by the Maritime and Coastguard Agency (MCA) and Royal Air Force[1] which reported that radio communications from and to the aircraft operated satisfactorily.

1.5.3.9 It is disappointing that BAE Systems did not raise the potential need for inclusion of requirements in the DCO to the Applicant at an earlier point to allow for engagement on their necessity and their drafting, and certainly earlier than one month before the date for the Secretary of State to make a decision on this Application. The Applicant has set out below reasonable and policy-compliant requirements that could be included within the DCO to address the requests that are now being raised by BAE Systems. These are drafted in a similar manner to the requirements proposed and agreed for air traffic services at Liverpool John Lennon Airport (requirement 24) and Isle of Man Airport (requirement 26), which enables the requirement to be discharged if either (i) the Secretary of State confirms that no mitigation is required, or (ii) that appropriate mitigation will be implemented and maintained for the lifetime of the Mona Offshore Wind Project. In each instance the Operator and Civil Aviation Authority would be consulted.

1.5.3.10 The Applicant considers that this is a pragmatic solution to BAE Systems' submission, and provides the safeguards necessary to address their concerns. This position was shared with BAE Systems on 20 June 2025 so they could consider it and aid their discussions on the DCO requirement, ahead of the submission deadline.

1.5.3.11 Finally, the Applicant notes that it is now less than one month until the date for the Secretary of State to make a decision on this Application in accordance with section 107 of the Planning Act 2008. Whilst that deadline can be extended, as the three-month determination period is a legal duty, the Applicant submits that it should only be extended where there is a compelling reason to do so. The Applicant considers that the position it has set out in this submission suitably addresses the concerns raised, and that issues now raised at this point in the process should not be reason for any delay in a decision on this application. Such a delay could be prejudicial to the Applicant, and preclude or affect future milestones of project development.

[1] Brown and Stanley (2005) Offshore Wind Farm Helicopter Search and Rescue Trials Undertaken at the North Hoyle Wind Farm. Available: https://users.ece.utexas.edu/~ling/EU2%20offshore_wind_farm_helicopter_trials.pdf. Accessed November 2024

Air traffic services at Walney Aerodrome

X *(1) No part of any wind turbine generator shall be erected as part of the authorised development until the Secretary of State, having consulted with the Operator and the Civil Aviation Authority, confirms in writing that either—*

(a) no appropriate mitigation is required in respect of the authorised development; or

(b) appropriate mitigation will be implemented and maintained for the life of the authorised development.

(2) For the purposes of this requirement—

"appropriate mitigation" means measures agreed with the Civil Aviation Authority and the Operator to prevent or remove any adverse impacts which the operation of the authorised development will have on the Operator's ability to provide safe and efficient air traffic services for Walney Aerodrome (including but not limited to any adverse impacts on instrument flight procedures, minimum sector altitudes, and very high frequency radio and direction finding communication systems) during the life of the authorised development; and

"Operator" means BAE Systems Marine Limited (incorporated in England and Wales with company number 00229770, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services at Walney Aerodrome or any organisation employed by BAE Systems Marine Limited to provide an air traffic service at Walney Aerodrome.

(3) The undertaker shall thereafter comply with all obligations contained within the approved appropriate mitigation for the life of the authorised development.

Air traffic services at Warton Aerodrome

X *(1) No part of any wind turbine generator shall be erected as part of the authorised development until the Secretary of State, having consulted with the Operator, Ministry of Defence and the Civil Aviation Authority, confirms in writing that either—*

(a) no appropriate mitigation is required in respect of the authorised development; or

(b) appropriate mitigation will be implemented and maintained for the life of the authorised development.

(2) For the purposes of this requirement—

"appropriate mitigation" means measures agreed with the Civil Aviation Authority and the Operator to prevent or remove any adverse impacts which the operation of the authorised development will have on the Operator's ability to provide safe and efficient air traffic services for Warton Aerodrome (including but not limited to any adverse impacts on instrument flight procedures, minimum sector altitudes, ultra high frequency and very high frequency radio and direction finding communication systems) during the life of the authorised development; and

"Operator" means BAE Systems (Operations) Limited (incorporated in England and Wales with company number 01996687, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide

air traffic services at Warton Aerodrome or any organisation employed by BAE Systems (Operations) Limited to provide an air traffic service at Warton Aerodrome.

(3) The undertaker shall thereafter comply with all obligations contained within the approved appropriate mitigation for the life of the authorised development.

Department of Energy Security & Net Zero
3-8 Whitehall Place
London
SW1A 2AW

Mona
Offshore Wind Farm
Fferm Wynt Alltraeth

Mona Offshore Wind Limited
230 Blackfriars Road
London
SE1 8NW

Name:	FAO John Wheadon
Department:	Energy Infrastructure Planning Delivery
Planning Inspectorate Reference:	EN010137
Applicant's Reference:	S_RFI3_01 (F01)

2025-06-26

Subject: Mona Offshore Wind Project – Application for Development Consent Order Planning Inspectorate reference EN010117

Dear Sir

Mona Offshore Wind Limited (the Applicant) writes in response to the Secretary of State's letter dated 30 May 2025 requesting information (Consultation 3) from the Applicant. By way of a response this request, we hereby enclose the documents listed in the table below. A tracked changed version of the Without Prejudice Outline Onshore Construction Method Statement has been provided against the version submitted to the Secretary of State on 23 May 2025 (as indicated in the document references).

Document Name	Document Reference
Applicant's Submission in Response to the Secretary of State's Letter 30 May 2025 *as well as the following documents which are referred to therein:*	S_RFI3_02 F01
Landscape Enhancement Fund Section 106 Agreement - Draft for Execution	S_RFI3_03 F01
Without Prejudice Outline Onshore Construction Method Statement (Clean) (F02)	S_RFI1_06 F02
Without Prejudice Outline Onshore Construction Method Statement (Tracked) (F02)	S_RFI1_06 F01_F02

Isle of Man Steam Packet
In response to the Secretary of State's Consultation 4 (letter dated 5 June 2025) the Isle of Man Steam Packet Company (IoMSPC) provided an update on the status of Ferry Agreement Mitigation negotiations with the Applicant, noting the hope of reaching agreement imminently. As set out in the Applicant's response to the Secretary of State's Consultation 4, the Applicant provided revised Heads of

Mona Offshore Wind Limited is a company registered in England and Wales, with a registered address at Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP and company registration number 13497266.

Terms for consideration by IoMSPC on 11 February 2025 and has yet to receive a response from IoMSPC on the proposed terms. Given the lack of meaningful engagement over the last four months, and with less than a month before the proposed development consent order determination date, the Applicant does not see it likely that an agreement will be reached before 16 July 2025.

As set out in the Applicant's response to the Secretary of State's Consultation 4, the Applicant does not consider an agreement with IoMSPC to be required as it has demonstrated through its assessment that impacts are as low as reasonably practicable (ALARP), and the residual moderate adverse effect concluded for adverse weather routing only, following the substantial reductions made to the Mona Array Area to mitigate potential effects on safety of navigation and minimise route diversions, can be taken into the planning balance.

The Applicant therefore believes a determination for Development Consent could and should be made on time, weighing the residual adverse commercial impact on IoMSPC against the considerable benefits that the Mona Offshore Wind Project affords. The Applicant welcomes discussions with IoMSPC once they do respond on the terms provided but note that in all likelihood those discussions will now continue post-consent.

BAE Systems

The Applicant has attempted to engage proactively with BAE to resolve the remaining issues. The Applicant shared its proposed draft response to the Secretary of State with BAE Systems on 20 June 2025 so they could consider it and aid their discussions on the DCO requirement, ahead of the submission deadline. The Applicant received an email acknowledging receipt, and after further chasing BAE confirmed they would send their position on the DCO requirements, once approved, which did not allow the Applicant or BAE to discuss each other's positions. As of 5.30 pm on 23 June 2025, the Applicant had not received a further response or update from BAE.

Gwynt y Môr OFTO Plc

The Applicant also notes that Gwynt y Môr (GyM) OFTO has confirmed they have written to the Secretary of State to formally remove their holding objection to the DCO, following agreement between the parties on an agreement for the protection of GyM OFTO's assets.

Yours faithfully,

[redacted]

Mona Consents Lead