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Morlais Demonstration Zone Order

Statement of Common Ground with Isle of Anglesey Council

Isle of Anglesey (Ynys Môn)

Applicant: Menter Môn Limited

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QUALITY CONTROL

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Title	Statement of Common Ground between Menter Môn Morlais Ltd and Isle of Anglesey County Council		
VERSION HISTORY			
Date	Version	Status	Description/Changes
10 October 2019	1.0	Draft	SoCG skeleton document for IACC comment
20 January 2020	1.1	Draft	Responses to version 1.0 from IACC incorporated based upon IACC’s comments on the draft ES.
01 April 2020	2.0	Draft	Updates following discussion and further information following IACC’s Representation
23 July 2020	3.0	Draft	Updates following clarification and changes to the draft Order.
14 October 2020	4.0	Draft	Updates following receipt of IACC’s Statement of Case
28 October 2020	5.0	Draft	Updates following discussion with IACC.
24 November 2020	6.0	Final	For submission before Public Inquiry

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1. INTRODUCTION

1.1. PURPOSE OF THIS DOCUMENT

1. This Statement of Common Ground (SoCG) is between Menter Môn Morlais Ltd (Menter Môn) and the Isle of Anglesey County Council (IACC). This SoCG relates to an application for a Transport and Works Act Order (TWAo) and application for deemed planning permission for onshore works required to construct and operate 240MW of tidal generating capacity within the Morlais Demonstration Zone, North Wales (the Project).
2. The purpose of this SoCG is to set out matters which are agreed and where discussion is ongoing in relation to the application made by Menter Môn for the Morlais Demonstration Zone Order. This SoCG therefore provides a clear position of the state and extent of agreement between Menter Môn and IACC on matters relating to the Project at the time of issue. It is of note that there are no topics where the position between IACC and Menter Môn is not agreed.
3. Although not required as statutory documents under Schedule 5 and 6 of the Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006 [Ref. 1.1], SoCG are useful tools and their submission is encouraged where a SoCG contributes to an improvement in the quality of the evidence and a reduction in the quantity of material which needs to be considered [Ref. 1.2].
4. This SoCG has been prepared in accordance with the guidance [Ref. 1.3] published by the then Department of Communities and Local Government (now the Ministry of Housing, Communities and Local Government). The SoCG is a 'live' document that has been updated following ongoing discussions between Menter Môn and IACC. Updates are therefore recorded in the "Revision History" table provided on the Quality Control page.
5. This Version 6.0 of the SoCG addresses matters on the topic of Seascape, Landscape and Visual Impact (SLVIA) that have previously been addressed in a separate joint SoCG between Menter Môn, Natural Resources Wales (NRW) and IACC. Following agreement on the wording of a section 106 agreement, secured through Deemed Planning Condition Number 21, the SoCG has been updated to address SLVIA matters.

1.2. APPROACH TO THE STATEMENT OF COMMON GROUND

6. This SoCG is structured as follows:
 - Section 1: Provides the introduction to this SoCG and a description of its purpose;
 - Section 2: Sets out the role of IACC in the TWAo application process and details consultation undertaken between Menter Môn and IACC;
 - Section 3: A summary of the topics considered in the SoCG; and
 - Section 4: Sets out matters not agreed and matters where agreement is currently outstanding between Menter Môn and IACC.
 - **Appendix A:** Contains the Signing-off Sheet
 - **Appendix B:** Contains the agreed Deemed Planning Conditions

- **Appendix C:** Contains the agreed Section 106 agreement
- **Appendix D:** Contains the Outline Promotion and Interpretation Strategy
- **Appendix E:** Contains the relevant articles of the agreed draft Order

2. CONSULTATION

2.1. THE ROLE OF IACC

7. Deemed Planning Permission is sought from Welsh Ministers, through a direction under section 90(2A) of the Town and Country Planning Act 1990 for the onshore development authorised by the Order. IACC is a statutory body and therefore the Welsh Ministers will review their representations made during the determination period prior to deciding whether to grant the Order. IACC's role is therefore key in the areas for which they have jurisdiction, and which are discussed within this SoCG.

2.2. OVERVIEW OF CONSULTATION

8. The preparation of this SoCG has been informed by a programme of discussions between Menter Môn and IACC. The relevant meetings are summarised in Table 2-1 and Table 2-2 below.

PRE-APPLICATION CONSULTATION

9. Pre-application consultation with IACC has taken place as detailed in Table 2-1.

Table 2-1: Pre-Application Consultation with Isle of Anglesey County Council

Engagement / Meeting	Details / Agenda	Actions Arising?
13 February 2018 Meeting	Onshore ecology Discussion regarding the draft scope of works for the Extended Phase 1 Habitat Survey and proposed approach to Phase 2 surveys.	Feedback from the meeting was built into the EIA approach in Chapter 19 of the ES (Onshore Ecology).
13 March 2018 Meeting	Onshore Ecology Discussion regarding the draft ecological survey methodology	Feedback from the meeting was built into the EIA approach in Chapter 19 of the ES (Onshore Ecology).
23 May 2018 Meeting	Onshore Ecology Discussion regarding proposed approach to great crested newt Phase 2 survey.	Feedback from the meeting was built into the EIA approach in Chapter 19 of the ES (Onshore Ecology).
24 May 2018 Meeting	Project Introduction / Update <ul style="list-style-type: none"> Revised project description 	

Engagement / Meeting	Details / Agenda	Actions Arising?
	<ul style="list-style-type: none"> Explanation of scoping process undertaken Planned approach to technical consultation with IACC Planned engagement with councillors / council and community / town council. 	
7 June 2018 Council Chamber, Llangefni	<p>Morlais general briefing session provided to IACC councillors</p> <p>Presentation provided</p>	<p>Generally, all were very supportive of the proposals.</p> <ul style="list-style-type: none"> Will there be opportunities for apprentices? What kind of job opportunities will there be? What have been the main political challenges faced?
30 October 2018 First Technical Working Group Meeting (TWG) for SLVIA – IACC and NRW	<p>Seascape, Landscape and Visual Impact Assessment</p> <ul style="list-style-type: none"> Project background (recap) Review of Project Design Envelope Baseline data collection Assessment methodology Night time lighting assessment Offshore Zone of Theoretical Visibility (ZTV) parameters and proposed viewpoints Onshore ZTV parameters (including proposed viewpoints) Grid connection substation Landfall substation Cumulative assessment 	<p>Feedback built into Chapter 24 of ES (SLVIA).</p>
16 January 2019 Anglesey Business Centre, Cemlyn	<p>Morlais Project Update</p> <ul style="list-style-type: none"> IACC stated full commitment to the project – they will ensure the right people will be in the right place to move the project forward Public Information Days being organised 	<ul style="list-style-type: none"> IACC to confirm resource needs Members briefing sessions to be organised Morlais to provide more information on how cable routes have been decided and finalised
12 March 2019	Meeting with IACC Highways	<ul style="list-style-type: none"> IACC to provide List of Approved Contractors, a Road Closure Form Morlais to share Abnormal Loads report
12 March 2019 Second TWG meeting for SLVIA – IACC and NRW	<p>Seascape, Landscape and Visual Impact Assessment</p> <ul style="list-style-type: none"> Project background (recap) Review of Project Design Envelope 	<p>Feedback built into Chapter 24 of ES (SLVIA).</p>

Engagement / Meeting	Details / Agenda	Actions Arising?
	<ul style="list-style-type: none"> Offshore Project Design Envelope: Draft Layout Draft Visualisations Viewpoint assessment (update) Night time lighting assessment (update) Navigation Lighting update Onshore Design Review Landfall substation Grid connection substation Mitigation – colour guide 	
19 March 2019 Teleconference to discuss SLVIA – IACC and NRW	Seascape, Landscape and Visual Impact Assessment Discuss the suitability of siting for landfall substation.	Feedback built into Chapter 4 (Project Description) and Chapter 24 (SLVIA) of ES.
26 March 2019 Isle of Anglesey County Council	Project update with Dylan Williams (IACC) and John Idris Jones	N/A
26 March 2019 Request for information - IACC	Noise and Vibration Requested advice on survey and assessment methodology	Feedback built into Chapter 21 of ES (Noise and vibration).
2 April 2019 Anglesey Business Centre, Cemlyn	Monthly Project Update Meeting <ul style="list-style-type: none"> Update following first Public Information Day held at Llain-goch Final TWAO submission scheduled for July 	<ul style="list-style-type: none"> Monthly strategic meeting (Morlais, IACC, NRW, WEFO) to be arranged
10 April 2019 Request for information - IACC	Air Quality Requested advice on assessment methodology. Baseline information provided.	Feedback built into Chapter 2 of ES (Air quality) <ul style="list-style-type: none"> Agreed that construction phase vessel and road traffic emissions could be scoped out. Agreed that dust deposition monitoring is not strictly necessary.
12 April 2019 Letter from IACC (Dylan Williams) to Morlais	Setting out key IACC activities as LPA <ul style="list-style-type: none"> IACC propose a Planning Performance Agreement (PPA) until the close of the consenting process 	<ul style="list-style-type: none"> IACC will be fully consulted in respect of the deemed planning permission for the Project, to inform the proposed conditions, and those matters reserved for subsequent IACC approval
17 April 2019 Third TWG for SLVIA – IACC and NRW	Seascape, Landscape and Visual Impact Assessment <ul style="list-style-type: none"> Review of Project Design Envelope (offshore elements) Mitigated design envelope - careful consideration of NRW/IACC comments 	Feedback built into Chapter 24 of the ES (SLVIA).

Engagement / Meeting	Details / Agenda	Actions Arising?
	<ul style="list-style-type: none"> Draft visualisations Assessment scope update (viewpoint selection and night time photography) Landfall substation Scheme design work undertaken following second TWG Draft visualisations Assessment scope considerations (viewpoint selection) Grid substations Scheme proposals Assessment scope considerations (viewpoint selection) 	
17 April 2019 Request for information - IACC	Water Resources and Flood Risk Private water supplies – details of the onshore development area was sent to IACC and a search was undertaken within 2.5km of the boundary.	Feedback built into Chapter 17 of ES (Water Resources and Flood Risk).
24 April 2019 Meeting to discuss Morlais Draft TWAO	Discussion in relation to the local planning authority role as stakeholder and statutory consultee in the TWAO process	N/A
2 May 2019 Letter from IACC to Morlais	Letter following up discussions from meeting on 24 April 2019.	<ul style="list-style-type: none"> Details provided of the documents which Morlais intend to share with IACC. Timescales also provided
15 May 2019 Provision of first draft of TWAO	Draft TWAO, Explanatory Memorandum and draft maps	N/A
16 May 2019 Anglesey Business Centre, Cybi	Monthly Project Update Meeting <ul style="list-style-type: none"> Second set of Public Information Days being organised 	<ul style="list-style-type: none"> IACC to share details of Community Council Forum with Morlais
16 May 2019 Request for information - IACC	Traffic and Transport Project update	Feedback built into Chapter 23 of ES (Traffic and Transport).
19 May 2019 Morlais response to IACC letter of 12 April (by email)	Confirmation and acceptance of approach set out in IACC letter dated 12 April 2019.	N/A
24 May 2019 IACC response to Morlais letter of 19 May 2019	Approach to programme and timescales for IACC review of draft Environmental Statement	Standard PPA template attached. Further discussion to be arranged in due course.
28 May 2019 Request for information - IACC	SLVIA Draft SLVIA SoCG sent to IACC for comment	N/A

Engagement / Meeting	Details / Agenda	Actions Arising?
25 June 2019 Anticipated timeline for draft ES (by email)	Morlais provided an anticipated timeline for providing the draft Environmental Statement to IACC for review	Feedback built into Chapter 24 of the ES (SLVIA).
27 June 2019 Council Chambers, Llangefni	Project briefing attended by 19 IACC Councillors	Comments raised: <ul style="list-style-type: none"> ▪ Landscape and seascape visuals ▪ Local jobs ▪ Other projects ▪ Grid connection at Orthios ▪ Developers from outside of Wales ▪ Political challenges
2 July 2019 Response re SLVIA SoCG	Comments following IACC review of the Morlais Seascape, SLVIA and SoCG	<ul style="list-style-type: none"> ▪ Reference list for SoCG to be submitted with application ▪ Clarification of any further SoCGs to be progressed
4 July 2019 Conference Call	Monthly Project Update Meeting <ul style="list-style-type: none"> ▪ Update following second round of Public Information Days and Members Briefing ▪ UPDATE: Final TWAO submission scheduled for mid-September 	<ul style="list-style-type: none"> ▪ IACC confirmed the need for the application to be supported by a Welsh Language Impact Assessment ▪ IACC expecting application to consider and confirm impact on PRoWs and Wales Coastal Path ▪ Morlais to provide information on IACC's requirements and responsibilities for the TWAO process
4 July 2019 Meeting with IACC	Traffic and Transport Provided a summary of the findings of the traffic and transport assessment.	N/A
11 July 2019 Sharing of draft ES Chapter	Morlais provided chapters of the Environmental Statement (1-5, 13, 15-25) for IACC review	Letter issued by IACC 09 th August 2019 with comments on the draft ES.
22 July 2019 IACC review of draft ES Chapters	IACC provided comments to Morlais on Socio Economics, Tourism and Recreation, and Welsh Language and Culture	Letter issued by IACC 09 th August 2019 with comments on the draft ES.
2 August 2019 Sharing of draft ES Chapters	Morlais shared Environmental Statement, Version 3.0	Letter issued by IACC 09 th August 2019 with comments on the draft ES.
8 August	Monthly Project Update	<ul style="list-style-type: none"> ▪ IACC requested separate meeting to discuss Socio-Economic matters following review of ES ▪ IACC requesting clarity regarding worker numbers (construction and operation phase) and detail of where it is anticipated that workers will live (in

Engagement / Meeting	Details / Agenda	Actions Arising?
		<p>order to assess possible impact on housing market)</p> <ul style="list-style-type: none"> IACC encouraged that draft conditions for the deemed planning consent are shared with IACC at pre-application phase in order to review and provide comments
20 August 2019 Meeting to discuss draft ES comments from IACC on socio-economics	IACC, Morlais, Marine Space and Aquatera discussed IACC's comments on the draft chapter particularly with regard to construction accommodation, jobs and the impact upon tourism.	<ul style="list-style-type: none"> The submission ES to be updated to reflect discussion A commitment register for socio-economic matters is to be prepared by Morlais.

POST-APPLICATION CONSULTATION

10. Post-application scheduled meetings to specifically discuss planning related matters to date have been populated into Table 2-2. Table 2-2 does not identify the many phone calls and emails that have been exchanged between Menter Môn and IACC and which have largely replaced scheduled meetings after March 2020 due to Covid-19 related restrictions. Weekly progress calls between IACC and Menter Môn have taken place but the topic of these discussions has been to track progress on matters rather than resolving them and hence are not included.

Table 2-2: Post-Application Engagement with Isle of Anglesey County Council

Engagement / Meeting	Details / Agenda	Actions Arising?
4 th September 2019 Anglesey Business Centre	<p>Project update including</p> <ul style="list-style-type: none"> Submission and advertising of the application Programme for phasing 	<ul style="list-style-type: none"> IACC to be provided with TWAO compliant plans IACC to be given prior notice of any press release related to the submission IACC to review and decide if protective provisions are necessary MM to provide the Phase B programme to IACC IACC to provide PPA to Morlais
4 th October 2019 Anglesey Business Centre	Project update including	<ul style="list-style-type: none"> MM to provide the Phase B programme to IACC

Engagement / Meeting	Details / Agenda	Actions Arising?
	<ul style="list-style-type: none"> All actions from 4th September are complete bar the provision of Phase B programme TWAO application submitted on 16th September 2019 Phase B application is progressing and the programme has been shared with WEFO. 	
2 nd December 2019 Anglesey Business Centre	Project Strategic Group meeting Discussions included: <ul style="list-style-type: none"> Consenting update WEFO engagement Document reviews Morlais Project Liaison Group 	
5 th December 2019 Anglesey Business Centre, Bryn Cefni	A broad discussion about IACC's representation and the key issues that IACC had raised in their review of the ES and presented in their representation.	<ul style="list-style-type: none"> The Wylfa Newydd Tourism Assessment should be reviewed for suitable approaches that can be adopted for the project A document that lists all additional consents needed by the project is to be produced An Employment and Skills Plan is to be produced SLVIA compensation measures are to be proposed
20 th March 2020	A discussion following Morlais submission of their draft response to the Representation of IACC.	<ul style="list-style-type: none"> A number of topics areas were agreed to be adequately addressed and no further discussion is necessary. These include, air quality, noise, terrestrial ecology, and terrestrial cultural heritage. Draft planning conditions are agreeable to IACC with the addition of a new condition requiring a Strategy for the Housing of Non-Resident Workers to be provided pre-commencement. Additional socio-economic information was requested and Menter Môn agreed to provide a draft Skills and Training Action Plan and a draft Supply Chain Action Plan.
10 November 2020	IACC, NRW and Morlais discussed the wording of the draft order with regard to the application of the Device Deployment	<ul style="list-style-type: none"> Explanatory process for the DDP to be provided to aid understanding.

Engagement / Meeting	Details / Agenda	Actions Arising?
	Protocol (DDP) as well as the content and purpose of the Section 106 agreement.	<ul style="list-style-type: none"> ▪ Synopsis of the S106 process explained to all to aid understanding ▪ Amendments to the TWAO to be made.

3. SUMMARY OF TOPICS COVERED BY THIS SOCG

3.1. COVERED IN THIS SOCG

11. The following topics are commented further in this SoCG:

- General
- Scoping
- Consultation
- Welsh Language
- Shipping and Navigation
- Water Resources and Flood Risk
- Ground conditions and contaminated land
- Onshore Ecology
- Onshore Archaeology and cultural heritage
- Noise and Vibration
- Air Quality
- Traffic and Transport
- Seascape, Landscape and Visual Impact
- Socio-economics, Tourism and Recreation
- Cumulative Assessment

4. SUMMARY OF CURRENT POSITION

12. IACC throughout its engagement with Menter Môn has confirmed its support for the Morlais project in principle but confirms that the project needs to represent a sustainable form of development that maximises the benefits of the project to the local economy and communities whilst balancing likely environmental and social effects.
13. The matters set out in **Table 5-1** are based on IACC's response to the draft ES, IACC's Representation to the TWAO application, the Statement of Case presented prior to the Public Inquiry, and responses to points raised in Proofs of Evidence.

Table 5-1 – List of Matters agreed, under discussion and not agreed

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
1	General	The Project is appropriately identified within the submission documents to allow IACC to undertake a determination of the likely significant effects on the environment arising from the Project and an appraisal of planning policy to be made.		
2	General	IACC have not raised or don't maintain any objection that the ES is inadequate.		
3	General	It is agreed that, for the scope of the topics within Section 3, the application documents, specifically the Planning Statement, identify the relevant policies of the Anglesey and Gwynedd JLDP against which the Project should be assessed.		
4	General	It is agreed that use of the public highway for which IACC is highway authority for the construction phase of the Project in accordance with the Order is acceptable to the highway authority subject to compliance with the conditions of the deemed planning permission, including the approval of a CTMP.		
5	General	The draft Morlais Demonstration Zone Order as it was submitted with the Statement of Case, incorporates the amendments agreed with IACC. The Order has been subsequently updated with the articles in Appendix E to accommodate the Council's comments contained in its Proof of Evidence as detailed in row 6. The		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		agreed Order is included in Appendix E.		
6	Device Deployment Protocol and Restricted Area Plan	<p>It is agreed that the Device Deployment Protocol (DDP) is secured under the Order and will allow the Council and NRW to consider the updated SLVIA that will form part of this protocol. The DPP will also include a cumulative assessment.</p> <p>It is agreed that the updated Order confirms that a DPP will be submitted for approval for all surface emergent devices and operational hub and for any that exceed 8m under keel clearance or 20m under keel clearance within the respective restricted areas.</p> <p>It is also agreed that the Order secures the need for Welsh Ministers to consult the IACC and that the Order confirms that in each case the Welsh Ministers shall have regard to the responses of the IACC.</p> <p>The IACC is also now satisfied that the Restricted Area Plan (MORMSDRW0001) is now confirmed in the updated Order as a Certified Plan.</p> <p>The inclusion of the Restricted Area Plan (MORMSDRW0001) and the need for the Welsh Ministers to consider the response of IACC to any DDP addresses the concerns raised</p>		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		by IACC in their Proof of Evidence (ref: TWA/3234121)		
7	General		Discussions are currently taking place to finalise the drafting of the Heads of Terms in respect of IACC's onshore land interests.	
8	General	The Deemed Planning Conditions, as were submitted with the Statement of Case, have been agreed. An additional two conditions have been further agreed which includes condition 21 to deal with completion of a Section 106 Agreement prior to no works being carried out and a new condition 22 requiring an operational management plan to allow the Council to approve measures to safely manage above surface project infrastructure and maintenance operations on publicly accessible land. The revised list of conditions is included as Appendix 2 to this SoCG.		
9	General	It is agreed that those environmental mitigation measures that are not secured through subject specific management plan are adequately secured through a Code of Construction Practice (CoCP) It is agreed that any CoCP to be submitted to IACC is secured through Planning Condition 3.		
10	Compulsory Acquisition	The Council and Menter Môn have agreed Heads of Terms in respect of the cable easement required in		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		respect of the Council's onshore land interests. The Council has no outstanding objections to the powers included in Part 3 of the Order regarding powers of temporary possession of or compulsorily acquisition of the land in which the Council has an interest.		
11	Consultation	It is agreed that Menter Môn have undertaken pre-application consultation as required.		
12	Shipping and Navigation	It is agreed that matters relating to using Holyhead Port to reduce traffic impacts will be detailed in the Construction Traffic Management Plan secured through Planning Condition 13.		
13	Shipping and Navigation	It is agreed that the requirements of Trinity House with regard to marine navigation and safety will inform the design and appearance of marine infrastructure and Mentor Môn must meet their minimum requirements even where that acts to increase visual impact.		
14	Shipping and Navigation	The Council is satisfied that the updated Order (the relevant articles of which are included in Appendix E) now confirms that the Restricted Area Plan (MORMSDRW0001) is a certified document under the Order and confirms the Restrictions referred to within the ES. This satisfies the IACC in terms of its comments in		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		paragraphs 5.4 – 5.7 of its Statement of Case. The IACC therefore maintains no objection on this topic.		
15	Water Resources and Flood Risk	IACC maintain no objection on this topic.		
16	Ground conditions and contaminated land	It is agreed that a surface water drainage plan is to be submitted to IACC and that this can be secured through a pre-commencement condition.		
17	Waste management	It is agreed that the Site and Excavated Waste Management Plan (secured on a phased basis through Condition 3) will address outstanding matters raised in IACC's Representation.		
18	Onshore Ecology	It is agreed that the Ecological Action Plan (EAP) (secured on a phased basis through Condition 3) is the appropriate mechanism through which ecological mitigation will be further detailed and secured post determination.		
19	Onshore Archaeology and cultural heritage	The effects of the project upon Holyhead Mountain Hut Circles (AN016), Tan y Cytiau (LB 20081, Caer y Twr (AN019) and Dinas Porth Ruffydd (AN121) has been adequately considered in further information provided by Menter Môn and it is agreed that the impacts upon their setting are not significant.		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
20	Onshore Archaeology and cultural heritage	It is agreed that a programme of archaeological recording will be detailed in a Written Scheme of Investigation (WSI) (secured through Condition 12) that will cover both the land and intertidal impacts on cultural heritage. It is agreed that this WSI will be informed by the geophysical survey and trial trenching undertaken in 2020.		
21	Noise and Vibration	It is agreed that the Construction Noise and vibration Management Plan (CNMP) is the appropriate mechanism through which construction noise mitigation measures will be secured and it is agreed that the basis of the contents of the CNMP are provided in the ES. It is agreed that the CNMP is to form part of the CoCP, where appropriate for that phase of work, and is secured through Planning Condition 3.		
22	Air Quality	It is agreed that the Construction Air Quality Management Plan is the appropriate mechanism through which construction air quality mitigation measures will be secured and it is agreed that the basis of the contents of the Plan is provided in the ES. It is agreed that the Air Quality Management Plan is to form part of the CoCP, where appropriate for that		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		phase of work, and is secured through Planning Condition 3.		
23	Traffic and Transport	<p>It is agreed that a Construction Traffic Management Plan (CTMP) is the appropriate mechanism through which working practices and further detail on mitigation measures to reduce impacts upon traffic and transport related receptors are secured.</p> <p>It is agreed that the CTMP is to form part of the CoCP, where appropriate for that phase of work, and this is secured through Planning Condition 3.</p>		
24	Traffic and Transport	It is agreed that Menter Môn will include the details of reinstatement of the street including matters such as width and extent of resurfacing, replacement of street-markings, with details to be provided to IACC on a phased basis pursuant to Planning Condition 3.		
26	Seascape, Landscape and Visual Impact	IACC no longer objects on the grounds of SL&VI because Menter Môn has agreed to fund measures, payable on a phased deployment basis, to compensate the SL&V impacts. These compensation measures will be secured through a S106 agreement that is secured through Condition 21 and appended to this SoCG in Appendix B. The		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		<p>funds payable by Menter Môn shall be applied towards;</p> <ul style="list-style-type: none"> • Undertaking landscape improvement works for land owned or managed by the Council • Providing funding to projects undertaking landscape restoration of enhancement programmes • directly funding landscape improvement work on third party owned land; and • Improving public access to land including the provision of new public road rights or improving existing road rights. <p>It is agreed that these measures are sufficient to address IACC's concern that the proposals are contrary to the Joint Local Development Plan (specifically policies PS 19, AMG 3 and AMG 4)</p>		
27	Socio Economic - Welsh Language	<p>It is agreed that sufficient information, that is available at this stage, relating to the impact of the project upon the Welsh language has been submitted with application. When further information upon construction phasing and the detailed design is available, a Welsh Language Impact Assessment (WLIA) and the Welsh</p>		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		Language Mitigation, Optimisation and Monitoring Strategy (WLMOMS) (secured through Planning Condition 14) will be prepared and submitted to the Planning Authority.		
28	Socio – Economic - Housing	It is agreed that additional information upon the demand upon non-resident housing cannot be identified until later in the design of the project. A Strategy for the Housing of Non-Resident Workers (secured through Planning Condition 20) will detail further information on the housing needs of the Project and will be submitted to the Planning Authority.		
29	Socio – Economic – Workers and education	It is agreed that the Outline Skills and Training Action Plan provides the framework for the additional information that will be provided in the Skills and Training Action Plan (Planning Condition 17) and the Training Task and Finish Group proposals (Planning Condition 18) which secure the relevant beneficial effects of the Project identified in Chapter 25 of the ES.		
30	Socio – Economic – Workers and education	It is agreed that the Task and Finish Group will be established by Menter Môn as identified in the Supplementary Socio-economic Assessment		
31	Socio-Economic – Tourism and recreation	It is agreed that the Draft Tourism and Recreation Monitoring Strategy provides the framework for the		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		Tourism and Recreation Monitoring Strategy (to be approved under Planning Condition 15) which will monitor and secure mitigation for effects upon tourism identified in Chapter 25 of the ES.		
32	Socio-Economic – Tourism and recreation	It is agreed that the Covid-19 situation has had a considerable disruptive effect upon the tourist industry in Anglesey and there may be challenges in establishing baseline information. It is agreed that IACC and Menter Môn will continue to engage to identify and agree a suitable baseline that responds to the Covid-19 situation. The IACC is satisfied that Condition 15 of the deemed planning conditions secures the need for Menter Môn to submit for approval a Tourism and Recreation Monitoring Strategy at least 6 months prior to construction stage. The Monitoring Strategy will allow the impacts of the project on the tourism sector within Holy Island to be monitored and should negative impacts be confirmed for additional mitigation to be agreed and implemented by Menter Môn.		
33	Socio-Economic – Mitigation and Optimization	It is agreed that the Outline Skills and Training Action Plan provides the framework for the Supply Chain Action Plan (secured through Planning Condition 19) which secures		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		the relevant beneficial effects of the Project identified in Chapter 25 of the ES.		
34	Socio-Economic – Mitigation and Optimization	<p>It is agreed that Menter Môn will establish on a voluntary basis the Holy Island Community Fund into which funds will, be paid (the level of which will be revenue dependent) and applied to assist with initiatives and projects within the Holy Island Area.</p> <p>The fund will be applied to assist and support people living and working on Holy Island through supporting projects and measures within the following topic areas which will be considered for funding;</p> <ul style="list-style-type: none"> • Education and skills • Health, safety and wellbeing • Environment and habitat conservation • Energy efficiency and sustainability • Culture and heritage • Recreation, sport and social inclusion. <p>Discussions continue on how this fund is to be delivered and funded outside of the consenting process. Menter Môn has agreed that the IACC will sit on a panel that will decide how the</p>		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
		fund will be operated and consider applications made to the fund.		
35	Socio-Economic – Mitigation and Optimization	It is agreed that the Outline Promotion and Interpretation Strategy provides the framework for the Promotion and Interpretation Strategy (secured through Condition 16) which will detail how Menter Môn will promote the project and educate the public throughout all of its phases.		
36	Socio-Economic – Effects of COVID-19	<p>The Council notes and welcomes the acknowledgment in the Proof of Evidence submitted by Dr Edward Jones the constraints and impacts posed by Covid-19, in particular in terms of establishing baseline scenarios and trends. The Proof confirms the further actions that will be required to inform the detailed Monitoring Strategies and Action Plan secured by conditions 15 and 17 of the deemed planning consent.</p> <p>It is agreed that early discussion will take place with the Council prior to the preparation of the 'Tourism and Recreation Monitoring Strategy' and 'Skills and Training Action Plan' in order to agree the appropriate way forward that fully takes into consideration the impacts of Covid-19 on the development of both these documents.</p>		

SoCG Reference	Topic	Matters agreed	Matters under discussion	Matters not agreed
37	Cumulative Assessment	It is agreed that the cumulative assessment has been suitably updated to include further projects identified by IACC.		
38	Project Liaison Group	It is agreed that the Project Liaison Group (PLG) will be established by Menter Môn. The PLG will raise awareness and understanding of the project during all its stages.		



5. REFERENCES

- **Ref. 1.1:** Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006: http://www.legislation.gov.uk/ukxi/2006/1466/pdfs/ukxi_20061466_en.pdf
- **Ref. 1.2:** Welsh Government, 2019. Statement of Common Ground. Available from: <https://gov.wales/sites/default/files/publications/2019-01/statement-of-common-ground.pdf>
- **Ref. 1.3:** Planning Act 2008: Guidance for the examination of applications for development consent. Available at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/418015/examinations_guidance-final_for_publication.pdf
- **Ref. 2.1:** The Transport and Works Act 1992 (as amended)
- **Ref. 2.2:** Town and Country Planning Act 1990 (as amended)
- **Ref. 2.3:** The Transport and Works (Description of Works Interfering with Navigation) Order 1992 (as amended)
- **Ref. 2.4:** The Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006
- **Ref. 2.5:** The Marine and Coastal Access Act 2009

Appendix A

Signing-Off Sheet

Signatures

	Morlais	Isle of Anglesey County Council
Signature		
Printed name	Dafydd Gruffydd	Dylan Williams
Title	Managing Director	Deputy Chief Executive
On behalf of	Menter Môn	Isle of Anglesey County Council
Date	22/11/2020	22/11/2020

Appendix B

Agreed Deemed Planning Conditions

Conditions proposed to be attached to the direction for deemed planning permission

General

- 1) The development hereby permitted shall begin before the expiration of 5 years from the date that the Order comes into force.

Reason: *To ensure that the development is commenced within a reasonable period of time.*

- 2) Amendments to details previously submitted to and approved in writing by the Planning Authority, may be approved only where it can be demonstrated to the Planning Authority that the approval sought does not give rise to any materially new or materially different significant environmental effects from those assessed in the Environmental Statement).

Reason: *For the avoidance of doubt and in the interests of proper planning*

Approval and Implementation of Construction Mitigation Plans

- 3) Prior to the commencement of any phase of the development, a CoCP for that phase, substantially in accordance with the outline CoCP submitted alongside the TWAO application, will be submitted to and approved in writing by the Planning Authority. Any CoCP will include as a minimum:

- a. The area and works relevant to the CoCP
- b. Construction Method Statements relating to the phase of the development.

If relevant to the phase of the development the following will be included within the CoCP for that phase;

- c. Surface water drainage Plan
- d. Construction Noise Management Plan
- e. Construction Air Quality Management Plan
- f. Site and Excavated Waste Management Plan
- g. Habitat Reinstatement Plan
- h. Onshore Invasive Species Management Plan
- i. Ecological Action Plan
- j. Street works details, including:
 - a. the timing(s) of and anticipated date for completion of the works,
 - b. traffic management and signage proposals, and
 - c. details of reinstatement of the street including matters such as the width and extent of resurfacing and street-markings

The construction of each phase of the development will be carried out in accordance with the relevant approved CoCP.

Reason: *In order to comply with Policy ADN 3 of the Local Plan.*

- 4) Prior to the commencement of development, a Pollution Prevention and Management Plan (PPMP) substantially in accordance with the outline PPMP submitted alongside the TWAO application, will be submitted to and approved in writing by the Planning Authority. The construction of the development will be carried out in accordance with the approved PPMP.

Detailed Design

- 5) To the extent that design principles for any work are set out in the Design and Access Statement, that work must be designed in accordance with the relevant design principle set out therein. Development of each structure shall not commence until, for that structure, details of the layout, scale and external appearance of the structure have been submitted to and approved in writing by the Planning Authority.

Prior to the construction of the landfall substation, switchgear building and the grid connection substation, their external appearance and building heights above ground level

will be submitted and approved in writing by the Planning Authority. These elements must be within the parameters specified in Table 1 and buildings 1, 2 and 3 at the landfall substation shall be collectively no greater than 1,739m² in area. (as the same may be amended by approval of the Planning Authority pursuant to Condition 2):

Table 1 – Consented Onshore Building maximum dimensions

Building or Structure	Maximum Height (m)	Maximum Length (m)	Maximum width (m)
Landfall substation building 1	7	62	22.5
Landfall substation building 2	7	28	10
Landfall substation building 3	7	8	8
Switchgear Building	4	9.4	5
Grid Connection Substation	9	104	62

Construction of the buildings and structures will be undertaken in accordance with the approved design.

Reason: *In order to secure the satisfactory development of the application site.*

- 6) Prior to the commencement of construction of the development, and substantially in accordance with the outline Landscape Master Plan submitted alongside the TWAO application, details of both hard and soft landscape works will be submitted to and approved by the Planning Authority.
 - a. Hard landscape details shall include boundary details, means of enclosure and hard surfacing areas including materials;
 - b. Soft landscape details shall include planting plans, written specifications including soil depths, and cultivation associated with plant and grass establishment and schedules of plants noting species, planting sizes and proposed numbers and densities.
 - c. A final Landscape Management Plan.

The construction of the development will be carried out in accordance with the approved landscape details.

Reason: *To comply with Policy AMG 3 of the AONB Plan and Policy PCYFF 4 of the Local Plan and in the interests of proper planning*

Water resources and Flood Risk

- 7) Prior to the commencement of construction a method statement to minimise the impacts of temporary watercourse crossings shall be submitted to and approved by the Planning Authority. The construction of the development will be carried out in accordance with the approved method statement.

Reason: *In order to protect the natural environment and comply with Strategic Policies PS 19 and ADN 3 of the Local Plan.*

- 8) Prior to the commencement of construction a hydrogeological risk assessment will be submitted to and approved by the Planning Authority. This hydrogeological risk assessment will include a detailed risk assessment of the effects of horizontal directional drilling. The construction of the development will be carried out in accordance with the approved risk assessment.

Reason: *In order to protect the natural environment and comply with Strategic Policies PS 5 and ADN 3 of the Local Plan.*

Ecology

- 9) Prior to the commencement of construction, the scope for the following ecological surveys will be submitted to and approved in writing by the Planning Authority. The surveys will be designed to confirm that the ecological baseline has not materially changed since the surveys supporting the ES were undertaken and the approved scope will then be carried

out in full. The results of the surveys will be provided to IACC prior to construction commencing.

- a. Otter;
- b. Water vole;
- c. Badger;
- d. Bats;
- e. Reptiles;
- f. Great crested newt;
- g. Breeding birds (including barn owl); and
- h. Notable plant species, including:
 - i. Spatulate Fleawort *Tephrosia integrifolia subsp. maritima*;
 - ii. Golden-hair lichen *Teloschistes flavicans*;
 - iii. Spotted rock-rose *Tuberaria guttata*; and
 - iv. Wild Leek *Allium ampeloprasum*.

Reason: In order to comply with Strategic Policy PS 19.

- 10) (1) No stage of the works must commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by any part of the onshore works or in any of the trees to be lopped or felled as part of the onshore works.
- (2) Where a European protected species is shown to be present, the stage of the works likely to affect the species must not commence until, after consultation with the relevant statutory nature conservation body and the Secretary of State for the Environment, Food and Rural Affairs, a scheme of protection and mitigation measures has been submitted to and approved in writing by the relevant planning authority.
- (3) The works must be carried out in accordance with the approved scheme.
- (4) In this Requirement, "European protected species" has the meaning given in regulation 42 of the Conservation of Habitats and Species Regulations 2017

Reason: In order to comply with EIA and Habitat Regulations.

- 11) No trenching of cables will be undertaken landward of mean low water springs without a detailed installation methodology being submitted to and approved in writing by the Planning Authority. All trenching works landward of mean low water springs will be undertaken in accordance with this approved installation methodology.

Reason: In order to comply with the high level marine objectives within the Marine Policy Statement and to minimise the impacts upon Annex I habitats stated in the Habitats Directive.

Archaeology

- 12) Prior to the commencement of development (including site clearance, topsoil strip, , ground investigations or other groundworks), a Written Scheme of Investigation (WSI) for archaeological work informed by the geophysical investigation undertaken in March and April 2020 and the Trial Trenching undertaken in June 2020, shall be submitted to and approved in writing by the Local Planning Authority. The WSI will include:
- a. The proposed field investigation and recording methodology;
 - b. the proposed post-investigation programme including;
 - i. assessment,
 - ii. analysis,
 - iii. reporting,
 - iv. publication,
 - v. dissemination and,
 - vi. archiving.
 - c. a dated timescale for the archaeological work proposed.

The development shall be carried out in accordance with the approved WSI.

Reason: To secure an appropriate archaeological mitigation programme in accordance with Policy AT 4 of the Local Plan, Planning Policy Wales 10 (December 2018) and TAN24: The Historic Environment.

Traffic and Transport

- 13) Prior to the commencement of construction of the development a Construction Traffic Management Plan (CTMP) will be submitted to and approved by the Planning Authority. This will include measures to safely manage construction vehicle movements to and from the construction areas and measures to maintain access to businesses and residents affected by temporary highway closure. The CTMP shall include as a minimum:
- a. Proposed construction traffic management measures;
 - b. Details of how construction will be staged;
 - c. Details of proposed diversion routes and advanced signage;
 - d. Details of the measures to manage access arrangements for local residents and tourists;
 - e. Details of construction workers parking arrangements;
 - f. Details of measures to encourage sustainable travel; and
 - g. Details of measures to escort pedestrians and cyclists during the works.

The construction of the development will be carried out in accordance with the approved CTMP.

Reason: In the interest of highway safety and residential amenity

Welsh Language

- 14) The following Welsh Language Mitigation, Optimisation and Monitoring Strategies (WLMOMS) informed by an updated WLIA will be submitted to and approved by the Planning Authority:
- a. At least three months prior to construction, a WLMOMS for the construction phase of the development will be submitted to and approved by the Planning Authority; and
 - b. At least six months prior to the operation of the development, a WLMOMS for the operational phase of the development will be submitted to and approved by the Planning Authority.

The development must be carried out and operated in accordance with the approved strategies.

Reason: To accord with Objectives SO1 of the Local Plan.

Tourism and Recreation

- 15) At least six months prior to the commencement of construction of the development a Tourism and Recreation Monitoring Strategy, substantially in accordance with Chapter 10 of the Supplementary Tourism and Recreation Assessment, will be submitted to and approved by the Planning Authority. The development must be carried out in accordance with the approved strategy.

Reason: To accord with Policy ADN 3 of the Local Plan

- 16) Prior to the commencement of construction of the development, proposals for a Promotion and Interpretation Strategy, substantially in accordance with the Outline Promotion and Interpretation Strategy, will be submitted to and approved by the Planning Authority. The development must be carried out in accordance with the approved strategy.

Reason: To accord with Objective SO14 of the Local Plan

Socio-Economics

- 17) At least six months prior to the commencement of construction of the development a Skills and Training Action Plan, substantially in accordance with the proposals within Chapter 3 of the Supplementary Socio-Economic Assessment, will be submitted to and approved by the Planning Authority. The development must be carried out in accordance with the approved plan.

Reason: *To accord with Objective SO11 of the Local Plan.*

- 18) At least six months prior to the commencement of construction of the development, proposals for the Task And Finish Group, substantially in accordance with the proposal within Chapter 3 of the Supplementary Socio-Economic Assessment, will be submitted to and approved by the Planning Authority. The development must be carried out in accordance with the approved proposals.

Reason: *To accord with Objective SO11 of the Local Plan.*

- 19) At least six months prior to the commencement of construction of the development a Supply Chain Action Plan, substantially in accordance with the proposal within Chapter 4 of the Supplementary Socio-Economic Assessment, will be submitted to and approved by the Planning Authority. The development must be carried out in accordance with the approved plan.

Reason: *To accord with Objective SO12 of the Local Plan.*

- 20) At least three months prior to the commencement of construction of the development a Strategy for the Housing of Non-Resident Workers will be submitted to and approved by the Planning Authority. The development must be carried out in accordance with the approved strategy.

Reason: *To accord with Objective SO12 of the Local Plan.*

- 21) No works shall be carried out under this planning permission until a party with a registrable legal interest in part of the land shown edged red on the site location plan reference 70061106-001, and who is capable of binding that land, has entered into an agreement with the Isle of Anglesey County Council as Local Planning Authority pursuant to section 106 of the Town and Country Planning Act 1990 in substantially the same form as the draft agreement annexed to this notice.

Reason: *Without the provision of compensation to help offset the seascape and landscape impacts of the development the Council would have objected to the grant of the application for deemed planning permission as contrary to JLDP policies PS19, AMG 1, AMG 3 and AMG 4. The section 106 agreement addresses this, however at the time of this permission being issued the applicant is not able to bind an interest in the land.*

Operations

- 22) Prior to the operation of the development, an Operational Management Plan will be submitted to and approved by the Planning Authority. This will detail the measures to safely manage above surface project infrastructure and maintenance operations on publicly accessible land. It shall include:
- a. Details of measures to prevent unsafe public access to above ground infrastructure
 - b. Details of the maintenance measures that are likely to be required and their approximate duration and timings
 - c. Details of measures to reduce as far as practical interference with public access and details of how public safety during the maintenance operations will be maintained
 - d. Details of how advance notice of the maintenance operations will be communicated to the Planning Authority
 - e. Details of how emergency maintenance measures will be managed.

Reason: *In the interests of public safety*

Decommissioning

- 23) A written scheme of decommissioning must be submitted to and approved in writing by the Planning Authority at least six months prior to any decommissioning works commencing. The written scheme of decommissioning is to include a Code of Construction Practice (CoCP) and the approved scheme must be implemented as approved in the carrying out of any decommissioning works or relevant part of it.

Reason: *in the interests of proper planning*

Appendix C

Agreed Section 106 agreement

Dated: 2020

(1) **ISLE OF ANGLESEY COUNTY COUNCIL**

(2) **MENTER MON MORLAIS LIMITED**

Agreement

under section 106 Town and Country Planning Act 1990 relating to the Morlais Demonstration Zone

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DRAFT

BETWEEN:

- (1) **ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni, Anglesey LL77 7TW ("**the Council**");
- (2) **MENTER MON MORLAIS LIMITED** (Co. Regn. No. 10747114) whose registered office is at Neuadd Y Dref, Bulkeley Square, Llangefni, United Kingdom, LL77 ("**the Developer**")

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 a leasehold interest in the [Landfall Substation Site] pursuant to a lease granted on [] which leasehold interest [is pending registration at the Land Registry/is registered at the Land Registry under title number []] free from encumbrances that would prevent the Developer from entering into this Agreement.
- (C) The Developer applied to the Welsh Ministers for the Order and for associated deemed planning permission pursuant to section 90(2) of the 1990 Act in respect of the Development and on [] the Order was made and the Deemed Planning Permission was granted
- (D) [The Deemed Planning Permission included a condition preventing the commencement of development until an obligation had been entered into under section 106 of the 1990 Act to secure compensation for the impact of the Development on the landscape and seascape character of the area]
- (E) The parties have agreed to enter into this Agreement [to discharge condition [x] of the Deemed Planning Permission] to secure the payment of a contribution towards compensating the residual impacts of the Development on the Designations and hereby agree that the obligations contained in this Agreement are
 - (i) necessary to make the development acceptable in planning terms;
 - (ii) directly related to the development; and
 - (iii) fairly and reasonably related in scale and kind to the developmentand 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

"Approval" each approval of a document scheme or plan required prior to the deployment of a Tidal Device or a berth of Tidal Devices pursuant to the Order (or an equivalent approval under the terms of a marine licence pursuant to article 3(7) of the Order) including (but not limited to) the Environmental Mitigation and Monitoring Plan and the Device Deployment Protocol (as defined in the Order)

"Commencement Date"	the date specified in clause 3.1
"Contribution"	the sum of £600,000 Index Linked which shall be payable to the Council in accordance with the provisions of Schedule 1
"Deemed Planning Permission"	the deemed planning permission for the onshore elements of the Development which are to be undertaken within the Site which has been allocated reference []
"Development"	the construction, operation, maintenance, repowering and decommissioning of a new offshore generating station with a gross output capacity of up to 240 megawatts comprising tidal devices and associated infrastructure offshore together with onshore cabling and connection to the existing electricity network as permitted by the Order and the Deemed Planning Permission
"Environmental Statement"	shall have the same meaning as in the Order
"Index"	the "All Items" index figure of the Index of Retail 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)
"Interest"	interest at 4% per annum above the Bank of England base rate from time to time
["Landfall Substation Site"	that part of the Site on which the landfall substation comprising the Development is to be constructed which is shown for the purpose of identification only edged [red] on Plan 2]
"Order"	the [Morlais Demonstration Zone Order 2020] made by the Welsh Ministers on []
"Plan 1"	the plan attached to this Agreement marked Plan 1
"Plan 2"	the plan attached to this Agreement marked Plan 2
"Receptors"	those landscape and seascape character areas and designations and receptors 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 for

the purpose of identification only edged red on Plan 1

“Specialist”

has the meaning given to it in **clause 9.2**

“Tidal Device”

a discrete tidal energy generator comprising tidal energy converter(s), foundations and support structures which is deployed as part of the Development

“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:

1.2.1 the clause headings do not affect its interpretation;

1.2.2 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;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 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

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

1.2.4 references to the [Landfall Substation Site] include any part of it;

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

1.2.6 “including” means “including, without limitation”;

1.2.7 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;

1.2.8 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

1.2.9 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.

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 [Landfall Substation Site] 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 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 [Landfall Substation Site] 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 Landfall Substation Site in accordance with a planning permission, other than one relating to the development as permitted pursuant to the Deemed Planning Permission, 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 onshore by the carrying out on the Site pursuant to the Deemed Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**)
- 3.2 The Commencement Date will not be triggered by any of the following operations:
 - 3.2.1 site investigations or surveys;
 - 3.2.2 site decontamination;
 - 3.2.3 construction of access and service roads;
 - 3.2.4 the demolition of any existing buildings or structures;
 - 3.2.5 the clearance or regrading of the Site;
 - 3.2.6 works connected with infilling; or
 - 3.2.7 works for the provision of drainage or mains services to prepare the Site for development.

4. **OBLIGATIONS OF THE PARTIES**

- 4.1 The Developer agrees with the Council to comply with their 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 the terms of this Agreement occurring after the date on which they part with the whole of their interest in the [Landfall Substation Site] but they will remain liable for any breaches of this Agreement occurring before that date PROVIDED THAT neither the reservation of any rights or the inclusion of any

covenants or restrictions over the [Landfall Substation Site] in any transfer of the [Landfall Substation Site] will constitute an interest for the purposes of this **clause 4.7**.

5. **TERMINATION OF THIS AGREEMENT**

5.1 This Agreement will come to an end if:

5.1.1 subject to **clause 5.2**, the Deemed Planning Permission is quashed, revoked or otherwise withdrawn other than at the request of either of the Developer at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable; or

5.1.2 the Deemed Planning Permission expires before the Commencement Date without having been implemented.

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

5.2.1 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

5.2.2 any monies paid under this Agreement to the Council, with the exception of fees paid under **clause 7**, are to be returned to the party that made the payment within 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.

5.1 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.

5.2 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.

5.3 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to **clause 5.1** (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 delivered by hand or sent by first class post, pre-paid or recorded delivery 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 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:

6.3.1 if delivered by hand, at the time of delivery;

6.3.2 if sent by post, on the second Working Day after posting; or

6.3.3 if sent by recorded delivery, at the time delivery was signed for.

- 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**

Upon completion of this Agreement the Developer shall pay to the Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement

8. **INTEREST**

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. **VALUE ADDED TAX**

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

10. **DETERMINATION OF DISPUTES**

- 10.1 Subject to **clause 10.7**, 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 10**. 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.
- 10.2 For the purposes of this **clause 10** 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 developments in the nature of the Development and, where reasonably available, with property in the same locality as the Site.
- 10.3 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 10.4**.
- 10.4 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.
- 10.5 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 ten Working Days of their appointment.
- 10.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 10**, 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).

- 10.7 This **clause 10** 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.

11. **WAIVER**

No failure or delay by the Council 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.

12. **DATA PROTECTION**

- 12.1 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:

12.1.1 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

12.1.2 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.

13. **JURISDICTION**

- 13.1 This Agreement is to be governed by and interpreted in accordance with the law of Wales

- 13.2 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

14. **EXECUTION**

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

SCHEDULE 1

Obligations

Part 1 – the Developer’s Obligations

1. The Developer covenants with the Council to notify the Council in writing of
 - 1.1 the proposed date of Commencement of Development not less than 10 Working Days prior to the date Commencement of Development is proposed;
 - 1.2 the Commencement of Development within 5 Working Days of that event; and
 - 1.3 the date on which the Development was commissioned and commenced generating electricity to the national grid within 10 Working Days thereof
 - 1.4 the grant of the final Approval for the deployment of one or more Tidal Devices for an array area comprising the Development no less than [14 days] in advance such notice to confirm the generating capacity of the relevant deployment
2. The Developer covenants on behalf of itself and its successors in title with the Council so as to bind its interest in the [Landfall Substation Site] to pay the Contribution to the Council in accordance with the following:
 - 2.1 £10,000 (ten thousand pounds) shall be paid on or before the grant of the final Approval required for deployment of the first Tidal Device
 - 2.2 a further £20,000 (twenty thousand pound) shall be paid on completion of the construction of the onshore elements of the Development so as to permit the commissioning of any Tidal Devices to export electricity to the national electricity grid
 - 2.1 a further £60,000 (sixty thousand pounds) shall be paid on or before the grant of the final Approval required for first deployment of any Tidal Device which, either alone or in combination with the operation of other Tidal Devices deployed previously or concurrently or for which all Approvals have been granted, will have the capacity for generation of 30 megawatts of power through the substation on the [Landfall Substation Site] to the national electricity grid
 - 2.2 a further £80,000 (eighty thousand pounds) shall be paid on or before the grant of the final Approval required for first deployment of any Tidal Device which, either alone or in combination with the operation of other Tidal Devices deployed previously or concurrently or for which all Approvals have been granted, will have the capacity for generation of more than 30 megawatts but no more than 60 megawatts in total of power through the substation on the [Landfall Substation Site] to the national electricity grid
 - 2.3 a further £80,000 (eighty thousand pounds) shall be paid on or before the grant of the final Approval required for first deployment of any Tidal Device which, either alone or in combination with the operation of other Tidal Devices deployed previously or concurrently or for which all Approvals have been granted, will have the capacity for generation of more than 60 megawatts but no more than 100 megawatts in total of power through the substation on the [Landfall Substation Site] to the national electricity grid
 - 2.4 a further £100,000 (one-hundred thousand pounds) shall be paid on or before the grant of the final Approval required for first deployment of any Tidal Device which, either alone or in combination with the operation of other Tidal Devices deployed previously or concurrently

or for which all Approvals have been granted, will have the capacity for generation of more than 100 megawatts but no more than 150 megawatts in total of power through the substation on the [Landfall Substation Site] to the national electricity grid

2.5 a further £100,000 (one-hundred thousand pounds) shall be paid on or before the grant of the final Approval required for first deployment of any Tidal Device which, either alone or in combination with the operation of other Tidal Devices deployed previously or concurrently or for which all Approvals have been granted, will have the capacity for generation of more than 150 megawatts but no more than 200 megawatts in total of power through the substation on the [Landfall Substation Site] to the national electricity grid

2.6 a further £150,000 (one-hundred and fifty thousand pounds) shall be paid on or before the grant of the final Approval required for first deployment of any Tidal Device which, either alone or in combination with the operation of other installed Tidal Devices deployed previously or concurrently or for which all Approvals have been granted, will have the capacity for generation of more than 200 megawatts (and up to 240 megawatts) in total of power through the substation on the [Landfall Substation Site] to the national electricity grid

PROVIDED THAT each payment under paragraphs 2.1 to 2.6 shall only be paid once and the sums taken together shall not exceed the Contribution

Part 2 – the Council's Obligations

3. The Council covenants with the Developer as follows

3.1 to apply each and every of part of the Contribution paid pursuant to paragraph 1 above towards measures which, in the opinion of the Council (acting reasonably), will compensate for the residual impact of the Development on the Receptors and for no other purpose whatsoever. The measures to compensate may include:

3.1.1 undertaking landscape enhancement works in land owned or controlled by the Council

3.1.2 providing funding to projects carrying out landscape restoration or enhancement programmes

3.1.3 directly funding landscape enhancement works on land in third party ownership and

3.1.4 improving public access to land, including provision of new public rights of way or improvement of existing rights of way

and application of funds for the purposes of this Schedule includes funding the cost of time of the Council's officers spent on delivering such measures.

3.2 within 28 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 3.1 above

3.3 in the event that any part of the Contribution has not been applied or committed for expenditure towards measures to compensate for the residual impact of the Development on the Receptors within the period of 5 years from the date of payment of the relevant instalment the Council shall repay the unexpended or uncommitted part of the Contribution to the Developer together with accrued interest thereon

SCHEDULE 2

Receptors

SCA 13 – Holyhead Mountain

SCA 14 – Rhoscolyn

Isle of Anglesey Area of Outstanding Natural Beauty

Heritage Coast (Holy Island)

Dispersed residential properties in North West Holy Island

Transport routes comprising minor roads in North West Holy Island

Recreational Receptors comprising users of long distance footpaths, other public rights of way and Open Access Land, promoted cycle routes, and visitors to South Stack RSPB Visitor Centre and the beach at Abraham's Bosom

Executed as a deed by affixing)
the common seal of)
ISLE OF ANGLESEY COUNTY COUNCIL)
in the presence of)

Executed as a deed by)
MENTER MON MORLAIS LIMITED)
acting by two directors or a director and)
its secretary)

Director

Director/Secretary

DRAFT

Appendix D

Outline Promotion and Interpretation Strategy



gwerth mewn gwahaniaeth
delivering on distinction

OUTLINE PROMOTION AND INTERPRETATION STRATEGY FOR THE MORLAIS DEVELOPMENT

INTRODUCTION

This Outline Promotion and Interpretation Strategy (Outline Strategy) has been prepared to outline the information that will be submitted in support of the discharge of Planning Condition 16 which requires such a strategy to be submitted and approved by the Planning Authority prior to the commencement of construction. It draws upon information within Chapter 9 of the Outline Skills and Training Action Plan submitted as part of the Further Environmental Information to the Transport and Works Act Order application submitted in March 2020.

Proposed Condition 16 states:

16) Prior to the commencement of construction of the development, proposals for a Promotion and Interpretation Strategy, substantially in accordance with the Outline Promotion and Interpretation Strategy, will be submitted to and approved by the Planning Authority. The development must be carried out in accordance with the approved strategy.

AIM AND PURPOSE

It is the aim of this Outline Strategy is to demonstrate how the Morlais Project will provide consistent high-quality communication (referred to as 'Project Information' in this Outline Strategy) between the Morlais project and the general public, who either by proximity or by interest will be motivated to better understand and be informed about the project and its wider vision. All Project Information will be available in a bilingual format.

AUDIENCE

The following will be the key recipients and audience of the Project Information that will be presented by Morlais:

- Local inhabitants of Ynys Cybi and Ynys Mon
- Business owners of Ynys Mon
- Visitors and tourists to the islands
- Visitors to the AONB and users of the Anglesey Coastal Path
- Academic students of renewable energy and sustainable development
- Businesses and developers seeking information on tidal energy projects
- Members of the Public interested in low carbon renewable energy and engineering innovation

CONTEXT

Project Information will be disseminated via the following mediums:

- Indoor permanent
- Outdoor permanent
- Mobile and digital

PHASING

Project Information will cover the following four phases of the Morlais Project.

- Consent Phase
- Construction of onshore infrastructure phase
- Installation/deployment of turbines phase
- Production of electricity

DISSEMINATION SYLLABUS – the elements of interpretation

The purpose of this section is to identify in outline what will be included within the Project Information.

History

- The three kinds of Tidal Energy
- Why tidal stream?
- Why here within the view from an AONB?
- Who are Morlais?

Environment

- Energy Island – green clean and serene – the Morlais fit
- Carbon reduction policy and contribution
- Links to and information on the environmental assets on the Isle of Anglesey that can also be visited, including but not limited to:
 - AONB
 - Heritage Coast
 - Anglesey Coastal Path
- RSPB, and the Special Protection Area of Anglesey Terns
- Heritage information including South Stack Lighthouse links and archaeological findings during excavation
- How Morlais is monitoring wildlife – Morlais' duty of care

Energy

- Predictability of tidal stream
- Actual electrical output energy production available in real time including a common metric of measurement i.e. the number of homes being powered.
- Efficiency of tidal conversion
- Weather and its effects upon the energy generated

Technology/Engineering

- The types of turbine that are present or being installed.
- Companies and provenance – an international story
- How is the power exported?

Economy and Sustainable Development

- Jobs and Training – local people employed
- Supply Chain – local businesses at work

Community Benefits

- Community owned Infrastructure benefits
- How surpluses are used
- Contact details

FAQs

- Frequently Asked Questions would be prepared and updated in response to the areas of interest and stakeholder input.

INTERPRETATION ENVIRONMENT

This section explains the locations how the Morlais Project proposes to present interpretive material following discussion with relevant stakeholders, including the need for any consent that may be required.

Any interpretative material, such as information boards, will be designed to be of an appropriate material, sympathetic to its surroundings and targeted towards the needs of the audience. [For any interpretative material, in particular displayed material, details will be provided as to how the material will be maintained to ensure that they remain visible and in good condition.](#) Morlais would agree the content and form of the Project Information with IACC and any other relevant stakeholder through the Project Liaison Group in advance of installation/publication, with due regard to ensuring that the Project Information presented does not date unreasonably quickly.

Outdoor

- Vantage Points at Penrhosfeilw and South Stack with proximity to parking
- A series of QR code stops (linking to the above Project Information)_on the Coastal Path sections which skirt the west coast of Ynys Cybi, primarily between pentir Penrhosfeilw and Ynys Lawd
- Traeth Portdafarch – information board and directory to viewing at Penrhosfeilw / Ynys Lawd

Indoor venues (temporary at appropriate phases in the project)

- Town centre Holyhead – a popup display in the Town Library
- Trearddur Bay – Hotel or other suitable venue
- Neuadd y Dref Llangefni
- Energy conferences, business events and via the Selkie project
- Holyhead Port terminal building
- Schools, colleges and further education facilities and non-school based youth organisations – through information, education material and assembly type events to encourage STEM education.

Mobile / Digital

- Interactive app for permissible realtime data and reporting on Project Information including an information hub and contact details
- Social media (Facebook, Twitter, Instagram, YouTube) will be maintained by an officer of Menter Môn who would forward and share information and feedback as appropriate with key stakeholders
- The identification of suitable 'hashtags' to aid communication via digital media
- Opportunities to present on S4C, BBC Wales, Radio Cymru and Mon FM will be explored at appropriate opportunities alongside press releases made to media outlets.

INTERPRETATION METHODS

This section explains how Project Information will be disseminated in terms of the tools Morlais will use to provide information in an engaging manner allowing feedback to be collated. Material will be prepared in consultation with IoACC or VisitAnglesey.co.uk as appropriate and will be shared with them for publication. Digital Project Information is preferred by both Morlais and IoACC due to its flexibility and ease of updating.

Digital / Internet Of Things

- Mobile app
- Website and a digital newsletter
- QR code deployment points, with suitable download hubs identified as appropriate, that would connect to either the mobile app or website depending upon the Project Information being communicated.

- 3D model rendering
- Live video linkages
- Statistical Graphics

Print

- Popups
- Leaflets, which could be provided at major tourist sites and Tourist Information offices.

Models

- Working tidal energy simulation models

PHASING

This section describes which interpretive actions will be undertaken and at what stage or phase of the Morlais project. This is presented in tabulated form on the next page – Table A

IMPLEMENTATION

Implementation of the measures to present the Project Information will be the responsibility of the Morlais team within Menter Mon up to the completion of construction, with information supplied by contractors and technology providers as appropriate. Beyond that, into the operational phase the Menter Mon Morlais SPV company will implement and maintain the material and digital methodology. A marketing officer will take responsibility for the work. This officer will liaise with Isle of Anglesey County Council to ensure that standards are being maintained by the SPV and will report directly to the SPV board regarding the effectiveness of the interpretation in terms of participation and feedback. The officer will also ensure that all Project Information is refreshed with new and emerging information, with public liaison paramount.

Table A Phasing and Implementation outline

PHASE	CONTEXT	ELEMENTS	ENVIRONMENT	METHOD	DATA COLLECTS	FREQUENCY	REFRESH
Consent Up to July 2021	Mobile and Digital	History Environment Community Benefit FAQs	Mobile only	Website Social media	Response data	Continuous	New posts made three times a month or on reaching milestones
Construction Up to July 2023	Indoor	History Environment Economy Community Benefit FAQs	Trearddur Village Hall Holyhead Market Hall IOACC Bryn Cefni (one set each)	Popups Information sheets	Feedback forms	Continuous /periodic Quarterly location changes where desirable	Annual
	Outdoor	All above PLUS traffic and route information	Trearddur Bay / Plas Road / Kingsland Penrhosfeilw and South Stack	Temporary Signage	Refer to website to provide feedback / views	Periodic continuous	As required
	Mobile and Digital	All above PLUS traffic and route information	Personal devices QR codes at 10 locations give access to road diversion information	Website / Social Media	Social media followers / responses	Continuous	Daily updates in advance re road closures / diversions
Installation of first phase Up to July 2024	Indoor	As above PLUS Technology	Trearddur Village Hall Holyhead Market Hall IOACC Bryn Cefni (one set each)	Popups Information sheets	Feedback forms	Continuous /periodic Quarterly location changes	Annual

PHASE	CONTEXT	ELEMENTS	ENVIRONMENT	METHOD	DATA COLLECTS	FREQUENCY	REFRESH
	Outdoor	As previous PLUS Technology	Penrhosfeilw and South Stack	New Signage	Refer to website to provide feedback / views	where desirable Periodic continuous	As required
	Mobile and digital	As previous PLUS Technology	Personal devices QR codes at previous locations TBD to give access to live information	Website / Social Media	Social media followers / responses	Continuous	Daily updates on news relevant to the new tech and its deployment
First Phase Production Up to July 2026	Indoor	As above PLUS Energy	Trearddur Village Hall Holyhead Market Hall IOACC Bryn Cefni (one set each)	Popups Information sheets	Feedback forms	Continuous /periodic Quarterly location changes where desirable	Annual
	Outdoor	As previous PLUS Energy	Penrhosfeilw and South Stack	New Signage	Refer to website to provide feedback / views	Periodic continuous	As required
	Mobile and digital	As previous PLUS Energy	Personal devices QR codes at locations TBD to give access to live information	Website / Social Media	Social media followers / responses	Continuous	Daily updates on the zones's energy production
Installation of Second phase and Production Up to July 2028	Indoor	As above PLUS Energy	Trearddur Village Hall Holyhead Market Hall IOACC Bryn Cefni (one set each)	Popups Information sheets	Feedback forms	Continuous /periodic Quarterly location changes	Annual

PHASE	CONTEXT	ELEMENTS	ENVIRONMENT	METHOD	DATA COLLECTS	FREQUENCY	REFRESH
	Outdoor	As previous PLUS Energy	Penrhosfeilw and South Stack	New Signage	Refer to website to provide feedback / views	where desirable Periodic continuous	As required
	Mobile and digital	As previous PLUS Energy	Personal devices QR codes at locations TBD to give access to live information	Website / Social Media	Social media followers / responses	Continuous	Daily updates on the zones's energy production

Appendix E

Agreed draft Order (relevant articles)

3.—(1) Subject to the provisions of this Order the undertaker may construct, maintain and decommission the authorised works.

(1) Subject to the provisions of this Order the undertaker may construct, maintain and decommission the tidal works or any parts thereof within the offshore Order limits.

(2) Subject to the provisions of this Order the undertaker may repower Work No.1 or any parts thereof within the offshore Order limits.

(3) In constructing, maintaining, repowering and decommissioning the tidal works the documents in column 1 of Part 4 of Schedule 1 must be submitted to and approved in writing by the Welsh Ministers prior to the activity in column 2 occurring and such documents shall accord with any conditions relating to their content imposed on any marine licence for the relevant tidal works and shall not authorise any works outside the project parameters.

(4) The Welsh Ministers shall not approve any device deployment protocol pursuant to paragraph (4) in respect of the construction or repowering of surface emergent tidal devices and operational hubs in the array area without having first consulted with the Isle of Anglesey County Council and shall not approve any device deployment protocol, cable management plan, decommissioning programme or updated navigational risk assessment pursuant to paragraph (4) without having first consulted Trinity House and Maritime and Coastguard Agency, and in each case the Welsh Ministers shall have regard to the responses of those consultees.

(5) The tidal works and any parts thereof must be constructed maintained, repowered and decommissioned (as appropriate) in accordance with the documents approved pursuant to paragraph (4) above save that such documents may be revised from time to time with the agreement of the Welsh Ministers.

(6) For the purposes of paragraphs (4) and (6) above any approval to an equivalent document pursuant to a condition of a marine licence granted for the tidal works or an agreed amendment to such a document shall be deemed to be approval of the Welsh Ministers.

46. The undertaker must, as soon as practicable after the making of this Order, submit copies of the environmental statement, book of reference, the offshore works plans, the onshore plans, the sections and the restricted area plan to the Welsh Ministers for certification that they are, respectively, true copies of the environmental statement, book of reference, the offshore works plans, the onshore plans, the sections and the restricted area plan referred to in this Order; and a document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.