

PLANNING ACT 2008

DEVELOPMENT CONSENT ORDER – AWEL Y MOR OFFSHORE WINDFARM

EXAMINING AUTHORITY’S WRITTEN QUESTIONS AND REQUESTS FOR INFORMATION (EXQ1)

SUBMISSIONS ON BEHALF OF NORTH HOYLE WIND FARM LIMITED (“NHWFL”)

Question Number	Question	Response
0.19	<p>Other Projects and Proposals Are there any other projects that are not documented in the ES that are relevant and need to be considered by the ExA? If so, please identify these projects and the public information source(s) from which you have made your assessment that they are relevant</p>	<p>NHWFL is not aware of other projects which require to be assessed.</p>
3.26	<p>Several Statutory Undertakers with offshore land and equipment interests (not included the BoR) have submitted a RR ([RR-018], [RR-019] and [RR-020]). The Applicant: a) Provide a progress report on negotiations with each of these Statutory Undertakers, with an estimate of the timescale for securing agreement with them; b) Indicate whether there are any envisaged impediments to the securing of such agreements; and c) State whether any additional Statutory Undertakers with offshore interests have been identified since the submission of the application.</p> <p>Statutory Undertakers: Where Statutory Undertakers [RR-018, RR-019 and RR-020] have concerns regarding the current drafting of the Protective Provision within [AS-014], either provide copies of preferred wording or if you have provided it, signpost where it can be found and explain why you do not consider the wording as currently drafted to be appropriate.</p>	<p>The Applicant has provided a draft cable crossing agreement which is under discussion with the NHWFL. NHWFL has proposed revisals to the agreement. Although it is hoped that agreement will be reached during the examination, this is dependent in particular on (first) acceptable mechanisms being agreed for the approval and implementation of works so that these do not adversely impact on the existing North Hoyle wind farm or any planned works at the wind farm; and (two) suitable provision being included to ensure that NHWFL is indemnified from loss caused by works carried out in terms of the DCO which is not necessarily limited to the cable crossing works.</p> <p>The latter point is currently at issue. The Applicant has proposed an indemnity but this is limited to the cable installation works. NHWFL is concerned on the basis of previous experience that works elsewhere in the scheme could lead to temporary loss of their export connection and a consequent interruption to the service which they provide. It is noted that protective provisions for other electricity undertakers provide an indemnity for loss caused by interruption to service provision. A similar indemnity is required for any such impacts caused to NHWFL.</p>

		<p>The Applicant has sought to distinguish between undertakers which require protective provisions and undertakers for which an agreement is required to cross infrastructure. NHWFL does not accept this distinction. Whether provisions are included on the face of the Order or in an agreement, they still exist to ensure that the Applicant's works are carried out in a way which does not impact on an undertaker's existing infrastructure. They are therefore both forms of protective provision.</p> <p>As the provisions being negotiated here are currently in the form of an agreement, it is not considered appropriate to submit the draft terms at Deadline 1. The parties will keep the ExA updated on progress. In the event that it is not possible to reach agreement then it may be necessary to reframe the text as protective provisions to be included in Schedule 9 to the draft Order.</p>
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