

**Applicants Responses to Relevant Representations at Deadline 1**

**RR-0220 – Further Response on behalf of North Hoyle Wind Farm Limited**

<b>Reference</b>	<b>Relevant Representation comment</b>	<b>Applicant's Response</b>	<b>NWFL Further Response</b>
RR-019-1	<p>“RELEVANT REPRESENTATION ON BEHALF OF NORTH HOYLE WIND FARM LIMITED 1. North Hoyle Wind Farm Limited (“NHWFL”) operate the North Hoyle wind farm (“NH”) to the south of the proposed Awel Y Mor wind farm (“AyM”). The location of NH can be seen on sheet 2 of the Works Plans.</p> <p>2. NHWFL raise the following objections to the DCO based on the impact of AyM on the operation of NH-“</p>	<p>This is noted by the Applicant who continues to engage with DLA Piper on behalf of North Hoyle Wind Farm Limited (NHWFL) with a view to resolving concerns by commercial agreement at the earliest opportunity.</p>	<p>Noted and NHWFL also intends to work with the Applicant to reach agreement in order to resolve matters.</p>
RR-019-2.1	<p>“2.1 The Works Plans shows that Work No.2 crosses the export cable of NH. Whilst an optioneering exercise was conducted in relation to the preferred cable route, there are alternative routes which would avoid the need to cross the North Hoyle cable. The Promoter has not satisfactorily explained why the two shortlisted cable routes (out of three) were rejected since at least one of these does not affect North Hoyle, whilst not affecting Constable Bank.”</p>	<p>The Applicant considered a shortlist of three alternative cable routes and decided on the final route after undertaking a thorough and robust site selection process. This is set out in detail in the ‘Site Selection and Alternatives’ chapter of the Environmental Statement (doc ref 6.1.4) submitted with the application. In accordance with The Crown Estate’s (TCE) Cable Route Protocol, (CRP) due consideration was given to the proximity of AyM to existing assets and minimising the number of cable crossings was a ‘design principle’ applied by the Applicant in</p>	<p>NHWFL is giving further consideration to the points raised.</p>

		<p>undertaking its site selection and refinement.</p> <p>The final offshore cable route was informed by a number of technical and environmental factors (including cable crossings) as well as considering consultee feedback through the statutory and non-statutory processes. Importantly from an environmental perspective, the final route has avoided interaction with the Constable Bank sandbank feature and was the preferred route for hydromorphological aspects and biological elements.</p> <p>Further detail is provided in response to this representation in answer to the ExQ1.3.28.</p>	
RR-019-2.2	<p>2.2 The installation of the export cable in terms of Work No.2 has the potential to impact adversely on the export cable for NH. The Promoter has acknowledged the need for a cable crossing agreement but no protective provisions have been included in the DCO to this effect. The DCO should not be made without such provision.”</p>	<p>The Applicant considers that a commercial agreement (discussion of which is in progress) will provide the security required by NHWFL, however, draft protective provisions have also been provided for review.</p>	<p>NHWFL is content in principle to continue to discuss providing the required level of protection by means of an agreement. If full agreement cannot be reached then it may be necessary to reformulate some provisions as protective provisions.</p> <p>NHWFL is not clear what draft protective provisions are being referred to by the applicant. Whilst discussions are ongoing in relation to the agreement, NHWFL are not aware of receiving protective provisions for review. The applicant is requested to clarify the position.</p>
RR-019-2.3	<p>“2.3 Work No.2 intrudes into the “Designated Area” for the NH export cable identified in the lease of the NH by the Crown Estate Commissioners to</p>	<p>The Applicant intends to resolve this by commercial agreement, discussion of which is in progress.</p>	<p>Discussion on a cable crossing agreement is in progress but there have not been express discussions on consent for works in the designated area for the purposes of the lease.</p>

	<p>NH for the operation of NH. Within the Designated Area, there is provision in the Crown Estate lease which protects the position of NH. The Crown Estate Commissioners have covenanted with NH not to grant any lease, licence or consent (other than where the lease requires that NH's consent is obtained) for the construction of any works within the restriction zone without NH's consent (not to be unreasonably withheld). There is provision in the lease for the Crown Estate Commissioners giving consent for the laying of conduits in the Designated Area but this is subject to agreement with NH on protection for the NH export cable both in relation to the original installation and future inspection, maintenance, repair or renewal work. NH has not been approached to provide such consent. This represents an impediment to delivery of the scheme."</p>		
RR-019-2.4	<p>"2.4 Protective provisions are required to ensure that the construction of the development, including its cable connection, does not interfere with NH or any planned works which might be required to NH, together with an indemnity for any impacts which are caused. Whilst there are protective provisions in Part 1 of Schedule 9 for</p>	<p>The Applicant considers that a commercial agreement (discussion of which is in progress) will provide the security required by NHWFL, however, draft protective provisions have also been provided for review.</p>	<p>NHWFL agrees that in principle that matters are capable of being resolved by agreement. As with RR-019-2.2, it is not clear what draft protective provisions are being referred to here.</p>

	electricity undertakers, these do not apply to the offshore works. Appropriate provision must be included in the DCO for the offshore works which may impact on NH.”		
RR-019-3	“3. NHWFL would intend to engage with the Promoter with a view to reaching agreement on necessary changes to the DCO, including protective provisions and mitigation measures. However, pending resolution of such matters, development consent should not be granted.”	This is noted by the Applicant.	No comment is required