

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

**RR-0220 – Further Response on behalf of Rhyl Flats Wind Farm Limited**

<b>Reference</b>	<b>Relevant Representation comment</b>	<b>Applicant's Response</b>	<b>RFWFL Further Response</b>
RR-020-1	<p>“RELEVANT REPRESENTATION ON BEHALF OF RHYL FLATS WIND FARM LIMITED 1. Rhyl Flats Wind Farm Limited (“RFWFL”) operate the Rhyl Flats wind farm (“RF”) to the south of the proposed Awel Y Mor wind farm (“AyM”).</p> <p>The location of RF can be seen on sheet 2 of the Works Plans.</p> <p>2. RFWFL raise the following objections to the DCO based on the impact of AyM on the operation of RF:-“</p>	<p>This is noted by the Applicant who continues to engage with DLA Piper on behalf of Rhyl Flats Wind Farm Ltd (RFWFL) with a view to resolving concerns via protective provisions in the DCO.</p>	<p>Noted and RFWFL also intends to work with the Applicant to reach agreement in order to resolve matters.</p>
RR-020-2.1	<p>“2.1 The Works Plans show that Work No.2 intrudes into the area of the sea bed which is leased by the Crown Estate Commissioners to RFWFL for the operation of RF. RFWFL had understood that the rights sought by the promoter for cable installation would avoid the area leased to RFWFL. This is Crown Land over which RFWFL have an exclusive lease. Without prejudice to the other points in</p>	<p>The Applicant's Order Limits for Work No.2 cross the 250m restriction zone around Rhyl Flats (and therefore require the consent of RFWFL) but do not include any part of RFWFL's leased area. A plan has been sent to RFWFL to establish this fact more clearly than the scale of Works Plans allow (Document 1.46 of the Applicant's Deadline 1 submission). The Applicant intends to resolve the crossing of the restriction zone by agreement with RFWFL</p>	<p>RFWFL accepts that the works do not include the RFWFL leased area. However, it is noted that the applicant accepts that that the works do intrude into the RF restriction zone and that the consent of RFWFL is required for these works. Although the Applicant states they intend to resolve this matter by agreement, no proposals have been received by the Applicant and no discussions have taken place on this point.</p>

	<p>this submission, the area within the RF Crown Estate lease should be excluded from the proposed development.”</p>	<p>before the close of DCO examination. Discussions are in progress.</p>	
RR-0020-2.2	<p>“2.2 The work plans show that Work No.2 also intrudes into the 250m restriction zone around the perimeter of the areas leased by the Crown Estate Commissioners to RFWFL for the operation of RF. The restriction zone exists to ensure that other proposed developments do not adversely affect the operation of RF. The Crown Estate Commissioners have covenanted with RF not to grant any lease, licence or consent (other than where the lease requires that RF’s consent is obtained) for the construction of any works within the restriction zone. RF has not been approached to provide such consent, representing an impediment to delivery of the scheme.”</p>	<p>The Applicant intends to resolve this by agreement with RFWFL at the earliest opportunity. Discussions are in progress.</p>	<p>Although the Applicant states they intend to resolve this matter by agreement, no proposals have been received by the Applicant and no discussions have taken place on this point.</p>
RR-0202-2.3	<p>“2.3 Work No. 2 would permit construction activities in close proximity to the eastern-most RF turbine. Although AyM has indicated that best practice will be used during cable laying, this is not secured by the DCO. There are protective</p>	<p>This is noted by the Applicant who continues to engage with DLA Piper on behalf of RFWFL with a view to resolving concerns via protective provisions in the DCO at the earliest opportunity</p>	<p>It is agreed that discussions are ongoing on protective provisions.</p>

	<p>provisions in Part 1 of Schedule 9 for electricity undertakers but these do not apply to the offshore works. It is essential that the DCO provides protective provisions for the benefit of RFWFL. These require to include a mechanism for RFWFL approving the installation activities and the timing of the installation so as to avoid conflict with any maintenance activities which may be required on the RF turbines. An indemnity is also required for any impacts which are caused by the installation process.”</p>		
RR-020-2.4	<p>“2.4 The AyM turbines would lie to the north of the existing RF turbines. There is the potential for the AyM turbines to interfere with wind speed or wind direction and thus cause a reduction in energy output from the RF turbines. This requires to be assessed and mitigation proposed for any impact.”</p>	<p>The Applicant intends to resolve this by agreement with RFWFL at the earliest opportunity. Discussions are in progress.</p>	<p>It is noted that the Applicant says that they intend to resolve the issue of wake loss by agreement with RFWFL. This statement is welcome but no proposals have been received and no discussions have taken place.</p>
RR-020-3	<p>“3. RFWFL 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.”</p>	<p>The Applicant intends to resolve this by agreement with RFWFL at the earliest opportunity. Discussions are in progress</p>	<p>Although the applicant states the intention is to resolve the issues of protective provisions, property impacts and wake loss through discussion with RFWFL, the only progress to date had been on the protective provisions. No proposals have been received on other matters.</p>