

Applicants Responses to Examining Authority’s First Written Questions

Further Response on behalf of Rhyl Flats Wind Farm Limited

Reference	ExA Question	Applicant’s Response	RWFFL Further Response
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]).</p> <p>The Applicant:</p> <p>a) Provide a progress report on negotiations with each of these Statutory Undertakers, with an estimate of the timescale for securing agreement with them;</p> <p>b) Indicate whether there are any envisaged impediments to the securing of such agreements; and</p> <p>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</p>	<p>a) The Applicant is in discussions with Eirgrid, North Hoyle Wind Farm (NHWF) Limited and Rhyl Flats Wind Farm (RWF) Limited with regards securing agreements to protect their land and equipment interests. In summary: RWF Limited was provided with draft protective provisions in September 2022 and is yet to respond. Further detail is provided in answer to ExQ1.3.27a, below.</p> <p>b) The Applicant expects to reach agreement on all matters relating to cable crossing/proximity agreements and protective provisions in good time before the close of Examination.</p>	<p>RWFFL acknowledges that draft protective provisions were supplied by the Applicant in September. Revised provisions were returned to the Applicant at Deadline 1.</p> <p>Although RWFFL state that they are seeking to reach agreement by the end of the inquiry, there is a fundamental issue to be resolved in relation to wake loss. RWFFL is encouraged by the applicant’s statement in their response to RWFFL’s relevant representation that the applicant seeks to address this issue by agreement. However, no proposals have been received from the applicant on this matter. RWFFL is further confused by the applicant’s response to Q3.27(c) where they still appear to question the need to address wake loss. The</p>

	<p>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>applicant is called upon to clarify their position and explain how they intend to resolve this matter before the close of the Examination.</p>
3.27	<p>Please comment on the concerns raised by RFWF Limited [RR-020] regarding:</p> <p>a) Work No.2 and implications for the operation of RFWF and its lease agreements;</p> <p>b) Necessary consents from RFWF (similar matter also raised by NHWF Limited [RR-019]); and</p> <p>c) The positioning of the Proposed Development and potential for a reduction in the energy output of RFWF from changes to wind speed and direction</p>	<p>a) Work No.2 overlaps the Rhyl Flats restriction zone (set by the Crown Estate (TCE) at 250m) but does not intrude into the area of the seabed which is leased by TCE to RFWF Limited for the operation of RFWF. A plan (Document 1.46 of the Applicant's Deadline 1 submission) has been provided to RFWF Limited showing this in greater detail than the scale of the Works Plans allows. Crossing of the restriction zone can be resolved by private agreement with RFWF Limited and, in order to facilitate this, draft protective provisions were sent to RFWF Limited on 5 September 2022 and have been inserted into the dDCO. No comments have yet been received from RFWF Limited.</p>	<p>a) It is acknowledged that Work No.2 does not intrude into the areas of the seabed leased to RFWFL. It is noted that the applicant proposes to deal with the crossing of the RF restriction zone by way of private agreement. Although draft protective provisions have been received (and revisions were returned at Deadline 1), this is the first time that the applicant has received an indication that the applicant proposes a private agreement to deal with crossing of the restriction zone. RFWFL looks forward to receiving further details of the proposed agreement. The conclusion of such an agreement will of course be subject to satisfactory resolution of RFWFL's other concerns.</p>

		<p>b) As noted above, crossing of the Rhyl Flats restriction zone is intended to be resolved by private agreement with RFWF Limited and the inclusion of suitable protective provisions within the dDCO.</p>	<p>b) As above, no proposals for such an agreement have been received.</p>
		<p>c) AyM is more than 5 km (specifically 5.1 km) from RFWF, in accordance with TCE’s 2017 siting criteria for OWF extensions (Offshore Wind Farm Project Extensions Guidance Document, version 3.3, November 2017). The Applicant’s understanding is that this distance was set by TCE to provide a suitable stand-off from existing operational wind farms and therefore this was considered at the stage of TCE’s extension site identification for AyM.</p> <p>The Applicant notes RFWF Limited’s submissions at ISH1 in relation to NPS EN3 (paragraph 2.6.184). The NPS paragraph states:</p> <p>‘The IPC should be satisfied that the site selection and site design of the proposed offshore wind farm has been made with a view to avoiding or minimising disruption or economic loss or any adverse effect on safety to other offshore industries. The IPC should not consent applications which pose unacceptable risks to safety after mitigation measures have been considered.’</p> <p>The Applicant notes the reference in this paragraph to ‘other offshore industries’. The heading of this section of EN-3 (Oil, gas and other offshore infrastructure and activities) wording in para 2.6.176 of EN-3 provides greater clarity on what is intended to be included, specifically it states:</p> <p>“other offshore infrastructure, such as telecommunication cables or oil and gas pipelines, are located or other activities, including oil and gas exploration/drilling or marine aggregate dredging...”</p>	<p>c) It appears to RFWFL that the applicant has not answered the question raised by the ExA. They were asked to respond to RFWFL’s concerns about the positioning of the proposed development and potential for reduction in energy yield. The applicant has not provided any substantive material to explain what they consider the impact of their development will be on the energy yield of RF.</p> <p>The applicant’s position on wake loss is contradictory. Elsewhere (such as in their response to RFWFL’s relevant representation), the applicant indicates that they intend to deal with wake loss by way of private agreement (thereby acknowledging that there is an issue which requires to be addressed). Here, the applicant appears to question the need to deal with wake loss. If that is the intention then it is misconceived.</p>

		<p>It is notable that there is no reference in this section of EN-3 to the interaction between offshore wind farms and the Applicant considers that this section only applies to interaction with other types of offshore infrastructure and industries.</p> <p>The Applicant considers that the above policy does not apply to other offshore wind farms, and that appropriate distances between projects are managed by TCE through its leasing process. However, AyM has ensured that the site design of AyM OWF minimises disruption or economic loss to other offshore industries, and in addition other offshore wind farms, including RFWF, as set out in the 'Site Selection and Alternatives' chapter of the Environmental Statement (APP-044) and in the 'Other Marine Users' chapter of the Environmental Statement (APP-058) in which Table 11 sets out the relevant embedded mitigation. The Applicant remains in discussion with RFWF Limited in response to its concerns.</p>	<p>Dealing first with the TCE siting guidance, whilst this does include minimum set-off distances for extension proposals from existing wind farms, the context for this is important. Crown Estate leases for offshore wind farms set a restricted zone around the lease area within which the consent of an existing leaseholder is required for the construction of additional turbines which would result in reduction of energy output from an existing wind farm. The 5km zone is related to these restriction zones where leaseholder consent is required. Hence, the siting guidance seeks to avoid proposals within geographic areas where leaseholder consent is required.</p> <p>The 5km set off zone sets broad locational guidance to try and avoid areas where it is known that locating new turbines is likely to have a detrimental impact on existing assets. However, it does not follow that that development outwith the TCE set off distance will be free</p>
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			<p>of wake loss impacts. This issue still needs to be considered on a site by site basis, taking the individual circumstances into account.</p> <p>In relation to EN-3, RFWFL made detailed submissions at Deadline 1 on the implications of this document which are not restricted to paragraph 2.6.184. It is noted that the applicant seeks to argue that this section of EN-3 does not apply to other offshore wind farms. The other activities referred to in paragraph 2.6.176 are simply examples of offshore infrastructure which may be affected by an offshore wind proposal. This is clear from the wording of paragraph 2.6.176 – “the scale and location of future offshore wind development around England and Wales raises the likelihood of development being proposed in or close to areas where other offshore infrastructure, such as....” (emphasis added). There is no basis for interpreting EN-3 as being restricted to offshore</p>
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			<p>infrastructure other than existing offshore wind farms.</p> <p>Although this section of EN-3 is being considered in the context of potential wake loss impacts, the guidance of course applies to a wider range of potential impacts on existing offshore infrastructure. If this section does not require consideration of potential impacts on existing offshore wind farms then what is being suggested by the applicant is that EN-3 does not require any sort of impact on an existing offshore wind farm to be considered at all. That simply cannot be correct.</p> <p>For the reasons stated by RFWFL in their Deadline 1 submissions, the applicant is required by EN-3 to assess the impact of their proposal on RF (include impacts on wind energy yield). This work has not been undertaken and the ExA is therefore currently unable to satisfy itself in terms of paragraph 2.6.184 of EN-3.</p> <p>The applicant has not specified how it has sought to minimise</p>
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			<p>economic loss or disruption to RF. The references provided to the ES provide no comfort on this point.</p> <p>Although the Applicant states that they are in discussions with RFWFL on issues of concern, there are no ongoing discussions on wake loss and no proposals have been received. In the event that the applicant continues to fail to engage on this point then RFWFL reserves the right to provide the ExA with their own assessment of wake loss impacts, together with proposed additional protective provisions to deal with the issue.</p>
3.29	Does Schedule 9 (Protective Provisions) Part 1 (Protection for electricity, gas, water and sewage undertakers) of [AS-014] apply both onshore and offshore?	The Applicant confirms that Schedule 9 (Part 1) applies onshore only (paragraph 3(b) of Schedule 9 (Part 1))	It would be helpful if the applicant could explain why these provisions only apply to onshore undertakers. However, progress is being made on bespoke protective provisions for RFWFL.
3.34	Paragraphs 16 and 110 of [APP-021] set out that an agreement for lease for the array area has already been finalised with the Crown Estate and a further agreement for lease for the cable area is	<p>The Applicant is progressing the Agreement for Lease (AfL) for the Transmission assets with The Crown Estate (TCE) and can confirm that agreement will be reached prior to the close of the Examination.</p> <p>The Applicant's understanding, following engagement with TCE, is that the consent of neither North Hoyle Wind Farm Limited or</p>	It is understood from this response that the applicant accepts that the consent of RFWFL is required in order for the lease to be granted. There is currently no agreement in place for the granting of this lease.

	<p>being progressed. Please provide an update on this progress and confirm whether agreement will be reached before the close of the Examination, noting and addressing also that North Hoyle Wind Farm Limited [RR-019] and Rhyl Flats Wind Farm Limited [RR020] indicate that their consent is also required.</p>	<p>Rhyl Flats Wind Farm Limited is required in order for the Applicant to enter into the AfL.</p> <p>The AfL will provide the Applicant with an option to require TCE to grant a lease. The lease would only be entered into after a DCO is granted, and the consent referred to in RR-019 and RR-020 relates to the granting of the lease rather than the AfL.</p>	
4.11	<p>Outline Code of Construction Practice (oCoCP) Paragraph 9 of the oCoCP [APP-312] relates to the onshore elements of the Proposed Development only (i.e., landward of Mean High-Water Springs (MHWS)). Please provide a list of documents employed to manage the potential environmental impacts seaward of MHWS during preliminary works and construction works.</p>	<p>The Applicant confirms that the Outline CoCP (APP-312; Document 1.49 of the Applicant's Deadline 1 submission) relates to the intertidal and onshore aspects of the scheme. Documents employed to manage the potential environmental impacts seaward of MHWS are expected to be secured as conditions of any Marine Licence granted by NRW. A list of plans expected to be secured is provided in the updated Schedule of Mitigation (Document 1.18 of the Applicant's Deadline 1 submission) and a description of how these are expected to be provided for in the Marine Licence is given in the Marine Licence Principles Document (Document 1.24 of the Applicant's Deadline 1 submission)</p>	<p>The DCO will also authorise works in the marine environment which are assessed in the ES with proposed mitigation. It remains unclear how the mitigation is secured for the purpose of offshore works authorised by the DCO.</p>
4.23	<p>Safety Zones</p> <p>Please can you confirm the 500 metres safety zones during construction are within the OL?</p>	<p>As set out in the Offshore Project Description (APP-047), it is assumed for the purposes of assessment that the Applicant will apply for 500 m safety zones around infrastructure that is under construction or decommissioning. Temporary safety zones of 50 m will be sought for incomplete structures (such as installed monopiles without transition pieces, or where construction works are completed but commissioning has yet to be completed). These safety zones are subject to separate consent from the SoS (and further consultation) under the Energy Act 2004. No development will occur in the safety zones except that which is consented under the DCO and the precise location of</p>	<p>It is noted that the safety zones may extend beyond the Order Limits. It appears that this may result in the safety zone extending into the lease area for RF. Further clarification is sought over how the safety zone will operate and the implications for the operational RF wind farm whilst the safety zone is in effect.</p>

		<p>safety zones can only be determined in relation to detailed design locations of WTGs. The works will take place within the Order Limits, however the Safety Zones may extend beyond the Order Limits. Further information is set out in doc ref 5.4 (APP-037)(Consents and Licences Required Under Other Legislation) and in doc ref 7.2 (APP-297)(Safety Zone Statement).</p>	
6.23	<p>R2, Table 3 – this sets out the maximum parameters of Maximum Design Scenario (MDS) A and MDS B. Given this:</p> <p>a) Would it allow for the maximum parameters for each scenario to be constructed (e.g. 50 turbines at a height of 332 metres)?</p> <p>b) Should there instead be two tables with one setting out the maximum parameters of MDS A and the other setting out the maximum parameters of MDS B?</p>	<p>The Applicant does not consider that the use of the maximum parameters set out in Table 3 of the dDCO would allow for the maximum parameters of each scenario to be constructed, as this is controlled by the maximum total rotor swept area of 2,500,412 m². This parameter increases with the height and rotor diameter of the turbines, meaning that it would not be possible to adhere to this parameter with the greatest number of largest turbines. Table 1 within Appendix Q of this document shows the basis for the EIA and demonstrates how the total rotor swept area operates to control the number of turbines that can be installed as their height and rotor diameter increase. To provide greater clarity the drafting of R2 (2) has now been amended to clarify that the offshore works must not exceed the parameters which have been assessed in the Environmental Statement and which are set out in Table 3. This will ensure the maximum design scenario is not exceeded. It should also be noted that the maximum design scenarios (MDS) A and B are not construction scenarios and the Offshore Project Description (APP-047) makes clear at paragraph 19 that the eventual built-out scenario may differ from these. MDS A and MDS B are scenarios which have been used solely for illustrative purposes to provide further information with regards to the Seascape Landscape and Visual Impact Assessment (AS-027) and the potential range of effects between the largest size of wind turbine generators and the largest number of wind turbine generators as requested by consultees during the pre-application Evidence Plan process (see Evidence plan report (APP301)).</p>	<p>RFWFL may require to make further submissions on design parameters depending on how discussions progress with the applicant.</p>

6.42	<p>Decommissioning</p> <p>R21 (1) refers to the onshore written scheme of decommissioning being submitted to and approve by the relevant planning authority at least six months prior to works commencing. In contrast, R20 remains silent in respect of a timescale. Please clarify why it isn't necessary for a timescale to be included within R20.</p>	<p>Requirement 20 (now R21) refers to a written decommissioning programme pursuant to section 105(2) of the Energy Act 2004. Chapter 3 of the Energy Act 2004 specifies the process for approving decommissioning programmes which will govern the approvals in this case. The offshore decommissioning guidance (Decommissioning offshore renewable energy installations, BEIS 2019) which the Applicant referred to in ISH1 can be found here: https://www.gov.uk/government/publications/decommissioning-offshorerenewable-energy-installations</p>	<p>It is likely that RF will be decommissioned before AyM. However, the presence of the AyM cable in close proximity to the existing RF infrastructure has the potential to increase RFWFL's decommissioning costs. The protective provisions submitted by RFWFL at Deadline 1 therefore included provision in paragraph 9(1)(d) for the applicant to indemnify RFWFL for these additional costs.</p>
11.3	<p>Cable Burial Risk Assessment</p> <p>Please confirm when the Cable Burial Risk Assessment is to be completed and provide a high- level overview in respect of content.</p>	<p>The CBRA is a risk assessment process that forms a component of the information that feeds into the final design for the cable burial depth and routing. The CBRA takes into consideration a number of factors including, ground conditions, marine processes & bathymetry, risks to and from anthropogenic activity relating to other marine users. The objective of the CBRA is to define a target burial depth which is practically and economically achievable whilst providing adequate protection to the assets. The methodology for CBRA has been standardised for the industry by The Carbon Trust (2015) (see reference list). As identified within Figure 3.1 of the guidance a summary of the methodology for the CBRA is as follows:</p> <ul style="list-style-type: none"> ☑ Cable Routing; ☑ Collection and Review of Data; ☑ Assessment of Seabed Conditions; ☑ Risk Register / Threat (Hazard) Assessment; ☑ Probability Risk Assessment; and ☑ Quantification of Recommended Burial Depth. 	<p>RFWFL would wish to see the approved CBRA when proposals for works are submitted for their approval in terms of the protective provisions. This will require further adjustment of the protective provisions.</p>

		<p>The Schedule of Mitigation and Marine Licence Principles Document (Documents 1.18 and 1.24 of the Applicant’s Deadline 1 submission, respectively) confirm that the Cable Burial Risk Assessment (CBRA) will sit within and inform, the Cable Specification & Installation Plan (CSIP) which is a certified plan that will be conditioned within the Marine Licence, and approved by NRW prior to the commencement of offshore construction. The Applicant would fully expect NRW to set out their required timescale for submission of the CSIP within their Marine Licence for this project (the Marine Licence Principles document (AS-023) provides that this will be submitted for approval by NRW at least four months prior to the commencement of offshore works). The CBRA will therefore, be undertaken following completion of detailed site investigation works (post consent) and in time to inform the drafting of the CSIP submitted for approval by NRW at least four months prior to the commencement of offshore works). The CBRA will therefore, be undertaken following completion of detailed site investigation works (post consent) and in time to inform the drafting of the CSIP.</p>	
11.4	<p>Cable Specification and Installation Plan and Cable Route Burial Protocol Noting that this plan and protocol are to be produced post consent, please confirm how they are to be secured and provide a high-level overview in respect of content.</p>	<p>As detailed in the Applicants response to ExQ1.11.4, the Applicant fully expects the CSIP to be a requirement of the Marine Licences (for Generation, Transmission and interlink assets). Whilst there is no specific guidance relating to the content of the CSIP, it is a standard plan within the offshore wind sector and typically comprises the following:</p> <ul style="list-style-type: none"> ☑ Introduction; ☑ Project Context; ☑ Scope and Objectives of the CSIP; ☑ Statements of Compliance; ☑ Updates and Amendments to the CSIP; ☑ Technical Specifications of Cables; ☑ Cable Burial Risk Assessment (CBRA); 	<p>RFWFL would wish to see the approved Protocol when proposals for works are submitted for their approval in terms of the protective provisions. This will require further adjustment of the protective provisions.</p>

		<p>☑ Sandwave Clearance Plan (if relevant);</p> <p>☑ Cable Laying Plan and Installation Methodology; and</p> <p>☑ Cable Protection Plan.</p> <p>The Applicant would seek to agree the precise content of the plan with NRW prior to the development of the plan, post consent. The Applicant assumes the ExA means Cable Burial Risk Assessment rather than Cable Route Burial Protocol. The context and context of the CBRA is as set out above in the Applicants response to ExQ1.11.3. The Applicant recognises that a Cable Route Burial Protocol was referred to within the Physical Processes chapter (APP-048) but can confirm this was inconsistency in terminology and it should have referred to the CBRA instead.</p>	
16.7	<p>Site Selection</p> <p>Table 2 of ES Vol 1 Chapter 4, Site Selection and Alternatives [APP044] notes in a summary of Crown Estate extensions criteria that “Other than the existing wind farm, the proposed extension must not encroach within a radius of 5km of any other wind farm unless the tenant of any such wind farm confirms its agreement in writing to The Crown Estate”. The proposed development compliance states in response that “the nearest wind farm to the...project is the Rhyl Flats offshore wind farm, which is greater than 5km away and is also operated by RWE” [RR-020] from DLA Piper on behalf of Rhyl Flats Wind Farm Limited</p>	<p>A) As described in Table 9 of the Other Marine Users and Activities chapter of the ES (APP-058), the Rhyl Flats array is located 5.1 km from the proposed AyM array at its closest point and therefore in compliance with the TCE extensions criteria.</p> <p>B) Rhyl Flats operational and maintenance activities are undertaken by RWE Renewables UK Swindon Limited, under a Management Services Deed with Rhyl Flats Wind Farm Limited. Such activities consist of regular planned maintenance, servicing, plant condition monitoring and unplanned repairs</p>	<p>A) Please see comments on Q 3.27. Compliance with the TCE extensions criteria cannot be taken to mean that the proposed development will have an acceptable impact on RF.</p> <p>B) Although the operational and maintenance activities of RF are carried out by RWE Renewables UK Swindon Limited, this is in terms of a contractual arrangement for these activities. RFWFL has the legal interest in the RF wind farm and is separate to RWE.</p>

	<p>effectively objects to the proposed development. Please confirm: a) the distance between the proposed development and Rhy IFlats b) whether Rhy I Flats is operated by RWE.</p>		
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