

Applicants Responses to Examining Authority’s First Written Questions

Further Response on behalf of North Hoyle Wind Farm Limited

Reference	ExA Question	Applicant’s Response	NHWFL 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 (NHWFL) Limited and Rhyl Flats Wind Farm (RFWF) Limited with regards securing agreements to protect their land and equipment interests. In summary:</p> <p>NHWFL Limited was provided with a draft cable crossing agreement in August 2022 and is yet to respond. Protective provisions are not required. Further detail is provided in answer to ExQ1.3.27b, below; and</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>NHWFL acknowledges that a draft agreement was provided in August 2022. A revised draft was returned at Deadline 1. NHWFL will work with the Applicant to seek on the agreement. In the event that full agreement cannot be reached then it may be necessary to reformulate , agreement (or parts of it) as protective provisions. There appears to be a contradiction in the applicant’s position on protective provisions. They state here that they are not required. However, in the applicant’s response to NHWFL’s relevant representation, (RR-019) they says that draft protective provisions have been supplied. NHWFL is not clear what is being referred to here and the applicant is requested to clarify the position.</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>		
3.27	<p>Please comment on the concerns raised by RFWF Limited [RR-020] regarding: b) Necessary consents from RFWF (similar matter also raised by NHWF Limited [RR-019]); and</p>	<p>b) With regards NHWF, it has been agreed that, as the only interaction is where AyM's cables will cross NHWF's cables, a cable crossing agreement (examples of which are regularly agreed to cover this type of project interaction) is sufficient to protect NHWF's interests and there is no need for additional protective provisions in the dDCO. A draft crossing agreement was provided to NHWF Limited on 18 August 2022 but no comments have yet been received</p>	<p>NHWFL acknowledges that a draft agreement was provided in August 2022. A revised draft was returned at Deadline 1. NHWFL will work with the Applicant to seek on the agreement. In the event that full agreement cannot be reached then it may be necessary to reformulate , agreement (or parts of it) as protective provisions. There appears to be a contradiction in the applicant's position on protective provisions. They state here that they are not required. However, in the applicant's response to NHWFL's relevant representation, (RR-019) they says that draft protective provisions have been supplied. NHWFL is not clear what is being referred to here and the</p>

			applicant is requested to clarify the position.
3.28	NHWF Limited [RR-019] refers to an alternative offshore cable route which would avoid its infrastructure. Please comment on this	<p>NHWF asserts in RR-019 that "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>It is unclear which options NHWF is referring to. Of the three shortlisted options, one (West B) went west of RFWF, avoiding NHWF's cable, but was not progressed as it passes through Constable Bank (a sensitive sandbank feature); two (East A(i) and East B) went east of RFWF, avoiding Constable Bank, of which one (East A(i)) also avoided crossing NHWF's export cable. East A(i) was rejected in favour of East B due to the greater engineering risk of Landfall Option 4 (for East A(i)) relative to Landfall Option 5 (for East B) as set out in the 'Site Selection and Alternatives' chapter of the ES (doc ref 6.1.4, APP-044) and the 'SSA Shortlisting Outcomes Report' (doc ref 6.1.4.2, APP-046). In considering the cable routing, it should also be noted that the offshore routes were selected in combination with the onshore route and landfall choices; they cannot be considered separately as it is the effects of the totality of the transmission infrastructure that must be considered in determining the most suitable cable route and substation locations.</p> <p>In summary, AyM's shortlist considered three alternative cable routes and decided onwith the final route being identified after undertaking a thorough and robust site selection process set out in the ES (as referenced above). 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</p>	NHWFL will give further consideration to the explanation given by the applicant.

		<p>the number of cable crossings was a 'design principle' applied by the Applicant in undertaking its site selection and refinement. 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.</p>	
3.29	<p>Does Schedule 9 (Protective Provisions) Part 1 (Protection for electricity, gas, water and sewage undertakers) of [AS-014] apply both onshore and offshore?</p>	<p>The Applicant confirms that Schedule 9 (Part 1) applies onshore only (paragraph 3(b) of Schedule 9 (Part 1))</p>	<p>It would be helpful if the applicant could explain why these provisions only apply to onshore undertakers.</p>
3.34	<p>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 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>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 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>	<p>It is understood from this response that the applicant accepts that the consent of NHWFL is required in order for the lease to be granted. There is currently no agreement in place for the granting of this lease.</p>
4.11	<p>Outline Code of Construction Practice (oCoCP) Paragraph 9 of the oCoCP [APP-312] relates to the</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</p>	<p>The DCO will also authorise works in the marine environment which are assessed in the ES with proposed</p>

	<p>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>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>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 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>	<p>Given the works proposed by the applicant are in the vicinity of the NH export as opposed to the operational wind farm, it is understood that the extension of the relevant safety zone beyond the Order Limits would not further affect the interests of NHWFL. However, further clarification is sought over how the safety zone will operate and the implications for the operational NH wind farm whilst the safety zone is in effect.</p>
6.42	<p>Decommissioning</p> <p>R21 (1) refers to the onshore written scheme of decommissioning being submitted to and approved by the relevant planning</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</p>	<p>In the event of early decommissioning of AyM then NHWFL would require to be consulted on the decommissioning scheme given that this would involve works taking place in the vicinity of</p>

	<p>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>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>their export cable. In addition to any required revisal to R21, this is a matter which will required to be addressed in the cable crossing agreement.</p>
11.3	<p>Cable Burial Risk Assessment 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>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</p>	<p>NHWFL would wish to see the approved CBRA when proposals for works are submitted for their approval in terms of the cable crossing agreement. This will require further adjustment of the draft agreement (or protective provisions if these are required).</p>

		<p>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); ☑ Sandwave Clearance Plan (if relevant); ☑ Cable Laying Plan and Installation Methodology; and ☑ Cable Protection Plan. <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</p>	<p>NHWFL would wish to see the approved Protocol when proposals for works are submitted for their approval in terms of the cable crossing agreement. This will require further adjustment of the draft agreement (or protective provisions if these are required).</p>

		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.	
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