



# **Awel y Môr Offshore Wind Farm**

## **Comments on Submissions Received at Deadline 2**

### **Deadline 3**

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# 1 Introduction

- 1 Awel y Môr Offshore Wind Farm Limited (the Applicant) notes that a number of documents were submitted by interested parties at Deadline 2 alongside five additional submissions accepted into the Examination at the discretion of the Examining Authority (ExA).
- 2 This document provides the Applicant's comment where appropriate and necessary, including to the late responses to the ExA's First Written Questions (PD-009).

## 2 Other Submissions Received at Deadline 2

### 2.1 Flintshire County Council

- 3 Flintshire County Council submitted a letter of withdrawal from the Examination process (REP2-051) which reads as follows:

*Further to my previous correspondence with regards to the above, and your letter dated 27 September I write to notify you that Flintshire County Council will no longer be actively participating in the Examination of the above development.*

*It is with regret that we were not able to meet the deadline of 24 October to provide our Local Impact Report which I apologies, I had intended to provide notification of our withdrawal from the examination process prior to this deadline.*

*Having discussed the project with my Chief Officer Andrew Farrow, given the distance the project is away from the jurisdiction of Flintshire, it is considered that the impacts of the proposal on Flintshire and its residents would be minimal and therefore would like to notify you that we will no longer actively participate in the Examination.*

- 4 The Applicant notes Flintshire County Council's withdrawal from the Examination process and would like to thank it for its correspondence to date. The Applicant welcomes Flintshire County Council's acknowledgement of the minimal impacts of the proposal on the residents of Flintshire.

### 2.2 DEFA Isle of Man Government

- 5 The Isle of Man Government (IoM) submitted its responses to the Examining Authority's first written questions (ExQ1s) in its document reference REP2-052. The Applicant has provided comment to these responses in Table 1 below.

Table 1: The Applicant's comments on the IoM's responses to ExQ1s.

QUESTION NUMBER	QUESTION ADDRESSED TO	QUESTION	RESPONSES	APPLICANT'S COMMENTS
2.102	NRW, NS, DAERANI, Isle of Man Government, JNCC	<p><b>RIAA</b> Please confirm if there are any additional European/Ramsar sites or qualifying features which have not been included in [APP-027].</p>	<p><b>The Applicant:</b> It is acknowledged that this Question is not directed at the Applicant, but the Applicant has provided the following response which may be useful context for the ExA.</p> <p>As detailed in Table 1 of Report 5.2: Report to Inform Appropriate Assessment (APP-027), the Applicant undertook consultation with the Offshore Ornithology ETG through expert topic groups prior to drafting of the RIAA to ensure all designated sites and features were appropriately identified. Following consultation, an update was made to the screening assessment in Report 5.2.2 Report to Inform Appropriate Assessment, Annex 2: Habitats Regulations Assessment (HRA) Screening Update (Ornithology) (APP-029) to capture any additional sites and features requested. The Applicant considers that extensive consultation has been had on this matter with multiple opportunities for further sites to be raised.</p> <p><b>Isle of Man Government:</b> The Isle of Man is not specifically mentioned in this report, but it is not (and has not been) within an area covered by the European Habitats Regulations. It is covered by the Bern and Ramsar Conventions and it currently has one designated Ramsar Site, Ballaugh Curraghs (designated with hen harrier interest). A report has identified 5 further qualifying sites [REDACTED], but these are not designated as Ramsar Sites, nevertheless, two of them include areas designated as ASSIs (Central Ayres with nesting little terns, and Maughold Coast and Brooghs with nesting seabirds). We are in the process of designating sites for nature conservation interest and note that other key seabird sites await designation assessment or are protected under Manx National Heritage byelaws. There has not at this time been an assessment of potential European sites of nature conservation interest on the Isle of Man (Bern Convention Emerald Sites) but this is under discussion. Whilst there is no reference to these named sites, the applicant states that they have been considered but screened out. We await their developing response document in answer to our queries and they have stated that this will include an assessment of ornithological sites specific to the Isle of Man.</p>	<p>N/A</p> <p>The Applicant has undertaken an assessment of impacts to specific Manx ornithological interests and submitted this to the IoM Government. For completeness this is also included in Document 3.9 of the Applicant's Deadline 3 submission for the attention of the ExA. The sites in question were considered by the Applicant during the development of the Application documents but were screened out of detailed assessment. The Applicant acknowledges that the screening of these sites and features specific to the IoM could have been made clearer in the Application documents and has therefore</p>

QUESTION NUMBER	QUESTION ADDRESSED TO	QUESTION	RESPONSES	APPLICANT'S COMMENTS
				provided the clarification note as Document 3.9 of the Applicant's Deadline 3 submission.
12.5	Isle of Man Government (Territorial Sea Committee), Captain Haddock's Seafood, Manx Fish Producers Organisation	<p>Commercial Fisheries – General</p> <p>Are you satisfied with ES volume 2, chapter 8 [APP-054] and:</p> <p>a) potting fleet, netting fleet and dredging fleet being the three receptors requiring assessment for commercial fisheries;</p> <p>b) data sources in table 5 to inform the commercial fisheries environmental statement assessment;</p> <p>c) applicant's pro-rata annual landings value approach to define magnitude of impact - paragraphs 73-78;</p> <p>d) that all relevant projects and associated tiers considered within the commercial fisheries cumulative effect assessment in table 13.</p> <p>If no to any of the above points, please explain your reasons and provide evidence justification.</p>	<p><b>The Applicant:</b> It is acknowledged that this Question is not directed at the Applicant, but the Applicant has provided the following response which may be useful context for the ExA.</p> <p>Isle of Man (IoM) commercial fishing interests have been considered in the Application. As confirmed in Volume 4, Annex 8.2 Commercial Fisheries Consultation Record (APP-110), Isle of Man fleet activity is described in Volume 2, Chapter 8 (APP-054), Section 8.7 and Annex 8.1: Commercial Fisheries Technical Report (APP-109).</p> <p>As stated within the aforementioned documents, Vessel Monitoring System (VMS) (capturing activity by vessels 15m length and over) and landings (capturing landings by fishing vessels of all lengths) data sourced from the Marine Management Organisation (MMO) and presented in the ES include vessels registered to the following UK administrations and British crown dependencies: England, Wales, Scotland, Northern Ireland, Isle of Man, Guernsey and Jersey. Isle of Man data has been incorporated into MMO UK databases since 2011. Commercial fishing vessels that are registered to the IoM are required to hold both IoM and UK fishing licences. The MMO data presented in the ES therefore provides commercial landing statistics for all vessels registered to UK administrations and crown dependencies. To confirm, the most recently available VMS and landings datasets have been accessed and used to inform the Environmental Impact Assessment (EIA).</p> <p>The extent of IoM-registered vessel activity in and around the study area is noted. Across all of ICES Division 7a (Irish Sea), the annual average (2016-2020) landed value of scallops landed by IoM vessels was £3.8 million, based on MMO landings statistics. Landings from the AyM regional study area over the same period were £420,000 and from the AyM study area were £1,700. The potential for displacement of fishing activity is assessed in Volume 2, Chapter 8 (PINS ref: APP-054), Sections 8.10 to 8.12. Potential displacement of UK (including IoM) scallop dredge activity is assessed in the context of the wider Irish Sea, noting that scallop grounds extend across much of the Irish Sea and that vessels typically have large operating ranges. AyM has not been assessed</p>	N/A

QUESTION NUMBER	QUESTION ADDRESSED TO	QUESTION	RESPONSES	APPLICANT'S COMMENTS
			<p>as causing significant displacement of the scallop dredge fishery given key grounds are outside of the AyM area. The potential for cumulative effects on the scallop dredge fisheries is assessed in Volume 2, Chapter 8 (APP-054), Sections 8.13. As stated above, the scallop dredging fleet target scallop across a relatively wide area offshore and vessels typically have large operating ranges. Scallop grounds extend far beyond the extent of AyM and the other projects relevant to the cumulative effects assessment. Cumulative effects on the scallop dredge fleet have been assessed as not significant in EIA terms.</p> <p>See also the Applicant's response to Relevant Representations (Document 1.1 of the Applicant's Deadline 1 submission).</p>	
			<p>Isle of Man Government:</p> <ul style="list-style-type: none"> <li>a) Yes we are satisfied</li> <li>b) These are generally adequate with the exception of the spatial data 'Vessel Monitoring System (VMS) data for UK-registered vessels of 15m length and over 2016 – 2019. MMO'. It's not possible to make a comprehensive assessment of spatial distribution of fishing activity in the area if only using &gt;15m data, which only represents a proportion of the fleet and tends to include more of the nomadic vessels, which have less long-term association with an area. VMS data is available for &gt;12m vessels which would be an improvement. Using &gt;15m vessels only would disproportionately bias the data.</li> <li>c) It is acknowledged that the matter is still debated, but in assessing Magnitude of Impact, it is difficult to conclude that operating mobile gear vessels safely and unhindered will be feasible within an array after construction. So the conclusion <b>of short-term duration</b> is questionable.</li> </ul> <p>'Paragraph 73 This impact will lead to a localised loss of access to fishing grounds and the fish and shellfish resources within these grounds for a range of fishing opportunities during the period of construction, which will <b>directly affect fleets over a short-term duration (i.e. less than 5 years)</b>. The impact is <b>predicted to be intermittent with localised exclusion surrounding construction activities</b>.'</p>	<p>Regarding VMS data, it is noted that British vessels ≥12 m in length have had VMS on board since 2012, however, to date, the MMO provide publicly available amalgamated VMS datasets for ≥15 m vessels only, which has been accessed and presented in the Application. The effect of this limitation and approach to addressing it is described in Volume 2, Chapter 8 (APP-054), in paragraph 30.</p> <p>Regarding magnitude of impact, the cited paragraphs relate to effects during the construction phase, hence reference to short-term duration in line with the magnitude definitions in Table 6 of Volume 2, Chapter 8 (APP-054).</p> <p>These values presented are based upon MMO annual landings statistics and are inclusive of all</p>



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			<p>These paragraphs, 73-78, would benefit from additional detail to clarify that the values have been derived from <b>all size classes of vessel</b> operating in the area and not just the &gt;15m vessels. It can be inferred, since it indicates all landings, but it could be stated clearly. The section would also benefit from an indication of how the assessment of effect has been determined, if only using &gt;15m data for spatial distribution and a total value, but not how many individual vessels (ie &lt;15m vessels have been impacted. The last sentence in Paragraph 75 does little to provide certainty that the values are accurate, so its important that the methodology to determine impact is adequately explained.</p> <p>'Paragraph 75 Potting fishery: the UK potting fleet targets whelk and other shellfish species across a wide area from inshore grounds extending out into and beyond the array area. <b>VMS data indicates that vessels over 15m length</b>, understood to be primarily targeting whelk, are active in the AyM array area and across extensive grounds to the north and east of AyM. <b>An average annual first sales value of £272,000 landings is taken from the study area by UK potting vessels</b>. Noting that the array area overlaps with approximately 8.3% of this study area, this equates to a pro-rata value of approximately £23,000 (based on uniform landings across the entire study area). <b>While such a simplistic calculation brings higher level of uncertainty to the resulting figure, it does demonstrate the potential opportunity within the array area.</b>'</p> <p>Similarly paragraph 77</p> <p>'Paragraph 77 Dredge fishery: the UK dredging fleet target scallop across a relatively wide area offshore. An average annual first sales value of £181,000 landings is taken specifically within the study area by UK dredging vessels. <b>VMS data (but only for &gt;15m boats)</b> indicate some dredging within the northernmost extent of the AyM array area, though the same data indicates that scallop grounds to the north of the array area are significantly more important to this fleet.'</p> <p>The landings data should in principle indicate the value of dredge fishery catch taken from the area, but the use of only &gt;15m vessel data means it <b>cannot indicate from where from, or by which vessel</b>. The statement indicates some activity in the 'northernmost extent' but that only relates to &gt;15m vessels- how can it be known whether smaller vessels are using the proposed</p>	<p>vessel sizes and vessels registered to all UK administrations and British crown dependencies.</p> <p>Effects are assessed at fleet level and informed by an understanding of existing fleet activity in the study area and within project boundaries, derived from analysis of all the baseline datasets and information sources referenced in Table 5 of Volume 2, Chapter 8 (APP-054). The limitations of each data source are clearly described in the chapter. The approach to addressing the issue of limited spatial activity data for under 15 m length vessels is presented and involves comprehensive engagement in the form of fisheries group meetings and individual interviews (see Annex 8.1: Commercial Fisheries Technical Report (APP-110)) with fishermen to understand fishing activity within the AyM study area, and analysis of AyM marine traffic survey data.</p>

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			<p>area more regularly? &gt;15m vessels are more likely to operate further from the coast anyway, so naturally they will be further north. The analysis, as indicated, cannot say anything about &lt;15m boats operating closer in shore, potentially within the development area, and so cannot adequately account for impact on such vessels or individuals.</p> <p>This is essentially acknowledged in the netting fishery section (Paragraph 76)</p> <p>'76 Netting fishery: the UK netting fleet targets bass, flounder, thornback ray and variety of other demersal species using fixed nets. An average annual first sales value of £30,000 landings is taken specifically within the study area by UK (Welsh and English) netting vessels. <b><u>Limited spatial data is available for netting activity, though the majority of netting vessels are under 10m length and expected to predominantly operate in waters inshore of the AyM array area.</u></b></p> <p>So the same issue may similarly apply to &lt; 15m pot and dredge vessels</p> <p>d) Yes, agreed.</p>	
12.6	Isle of Man Government (Territorial Sea Committee)	<p>Commercial Fisheries – General</p> <p>Are you satisfied issues raised during consultation have been captured in table 2-3 in the Commercial Fisheries Baseline Report [APP-109]? If not, please explain your reasons and provide evidence justification.</p>	<p><b>The Applicant:</b> It is acknowledged that this Question is not directed at the Applicant, but the Applicant has provided the following response which may be useful context for the ExA.</p> <p>(Engagement with Isle of Man fishing interests has been pursued by AyM. The Applicant held meetings with the Isle of Man Government on 16/12/2020 and 8/12/2021; in both meetings commercial fisheries impact assessment and stakeholder engagement were discussed. Comprehensive engagement in the form of fisheries group meetings and individual interviews (see Annex 8.1: Commercial Fisheries Technical Report (APP-109) and the commercial fisheries consultation record (APP110)) with fishermen has been undertaken to understand fishing activity within the AyM study area. The Manx Fish Producers' Organisation is included on the AyM fisheries stakeholder distribution list, with contact details confirmed as correct by the IoM Government and has been invited to attend both group meetings and individual interviews).</p> <p><b>Isle of Man Government:</b> We are not completely satisfied.</p>	<p>N/A</p> <p>The potential linkage between effects on fish and shellfish resource and impacts on commercial fishing</p>

QUESTION NUMBER	QUESTION ADDRESSED TO	QUESTION	RESPONSES	APPLICANT'S COMMENTS
			<p>Concerns about the effects on commercial fisheries due to impacts on earlier life stages, habitats and ecological connectivities.</p> <p>As previously stated in submissions, the potential impacts on all stages of commercial species' lifecycles and their spatial connectivities should be acknowledged and considered as far as possible in Table 2-3, noting the inherent challenges of this approach.</p> <p>For example, two different consultants have compiled the reports on Fish and Shellfish Ecology and Commercial Fisheries respectively, and while it is noted that within Chapter 8 (Commercial Fisheries) there is acknowledgement of Chapter 6 (fish and Shellfish Ecology) impact assessments – see Tables 11 (page 85) and 12 (page 97), it is also noted that paragraph 133 that;</p> <p>'133 Details of the fish and shellfish ecology assessment are summarised in Table 11; justifications for this assessment will not be repeated in this chapter. Evidence, modelling and justifications for these assessments are provided in Volume 2, Chapter 6. '</p> <p>As such it might appear that the assessment of another, non-commercial fisheries consultant, is being simply transferred to the commercial fisheries chapter without additional consideration. This may or may not be the case, but explicit statement of how the linkage between fish and shellfish ecology and commercial fisheries is made would be welcomed. Further, this consideration would be appropriate in Table 2-3 since the effect on settlement, and nursery habitats and other life stages of a species may have significant effects on the longer-term effects on the harvestable life stage of commercial species.</p> <p>For reference:</p> <p>IoM Government response to PEIR Document (2021)</p> <p>Commercial Fisheries, Fish and Shellfish and Transboundary Effects</p> <p>As previously noted in the Fish and Shellfish Section (Chapter 6 and Baseline) and <b>PEIR Volume 1, Annex 3.2: Transboundary Screening report</b>, assessment of this topic 'is anticipated to focus on the Isle of Man and the Republic of Ireland, in addition to transboundary commercial interests considered through the Commercial Fisheries assessment in the EIA.'</p>	<p>activity is explicitly recognised and assessed in Volume 2, Chapter 8 (Sections 8.10.5, 8.11.4, 8.12.5) (APP-054). Paragraph 132 of the chapter clearly describes the approach taken to determining the magnitude of this impact.</p> <p>The point made regarding transboundary effects and potential connectivity between scallop grounds/ spawning areas is recognised, but it is noted that no significant impacts on shellfish species are predicted (APP-052).</p>

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			<p>As such, the previous submission by this Committee noted the relevance of ecological connectivities between areas within the region, and particularly the importance of larval distribution of scallops from north Wales into the wider Irish Sea.</p> <p>The Committee reiterates it earlier comment (below) and recommends further consultation with Bangor University Fisheries and Conservation Science Group in this regard [REDACTED].</p> <p>▲ <b>Trans-boundary effects in relation to this indicator have been scoped out of the assessment, and the committee seeks reassurance that sufficient consideration of the potential impacts on sessile, commercially important fishery species have been adequately considered.</b> Specifically, studies have indicated that, within the Irish Sea, south-north connectivity of scallop and queen scallop grounds, and may be important in relation to recruitment patterns further north. This may be true of other species with plankton-dispersed larvae</p> <p>See particle tracking reports:</p> <p>▲ Neill, S.P. &amp; Kaiser, M.J. (2008) Sources and sinks of scallops (<i>Pecten maximus</i>) in the waters of the Isle of Man as predicted from particle tracking models. Fisheries &amp; Conservation report No. 3, Bangor University. Pp. 25 [REDACTED]</p> <p>Close H. (2014) Connectivity between Populations of the Scallop <i>Pecten maximus</i> in the Irish Sea and the Implications for Fisheries Management. MSc thesis, Bangor University, pp 82.</p>	
19.18	Isle of Man Government (Territorial Sea Committee), Carl Davies	<p><b>Charter Angling</b></p> <p>Are you satisfied the issues raised during consultation have been captured in table 2-2 in the Charter Angling Baseline Report [APP-118]? If not, please explain reasons and provide evidence justification.</p>	<p>Isle of Man Government: No comment.</p> <p>Note, we are currently discussing a Statement of Common Ground with the applicant.</p>	This is noted by the Applicant.

## 2.3 Gwynedd Archaeological Planning Service

- 6 Gwynedd Archaeological Planning Service (GAPS) submitted some additional comments at Deadline 2 in document reference REP2-053. The comments are addressed by the Applicant in Table 2 below.

Table 2: The Applicant's response to comments made by GAPS in its additional comments at Deadline 2 in document reference REP2-053.

GAPS COMMENT	APPLICANT'S RESPONSE
<p>Following the publication of the responses to the ExQ1 questions and submission of written representations, we would like to take this opportunity to offer some brief comments on the submissions made. There are naturally points of agreement and disagreement between the comments made in our own written representation (REP1-063) and those by others; to avoid repetition, these are not reiterated below.</p>	<p>Introductory text – no response required.</p>
<p>We note the concerns expressed by Conwy CBC (REP1-054 and REP1-055) relating to potential implications for the maintenance of Llandudno's built heritage, should there be a decline in tourism as a result of the development, leading to a loss of investment. We would concur that maintenance and enhancement of built heritage is a continuing challenge for owners and local authorities, and vulnerable to any additional economic pressure. Although difficult to predict, we would agree that this should be considered as a potential indirect impact on the local historic environment.</p>	<p>Volume 3, Chapter 4: Tourism and Recreation (APP-065) presents a detailed and comprehensive review of the evidence of the relationship between wind farms and tourism. It finds limited evidence that wind farm developments have a negative impact on the local tourism economy.</p> <p>The Applicant does not accept that there is any evidence that a long-term decline in tourist numbers would occur as a result of the construction and operation of the proposed AyM Wind Farm. The Tourism assessment presented in (APP-065) indicates that a short-term (i.e., up to 2 years, covering the period towards the end of the construction period, when the form of the proposed wind farm becomes more apparent, into the first year of operation following completion) moderate effect in smaller visitor numbers may occur which could be considered significant, but that this would be diminishing with time so that any effect was no longer significant within two years. This should be understood in the context of Llandudno (and the Great Orme) being a busy tourist destination from which offshore wind energy schemes are already clearly visible. It is considered that there is no likelihood of any detrimental effect on the long-term ability of businesses maintain the assets within Llandudno, nor is there evidence that this has happened elsewhere in relation to similar or previous offshore energy development either here or elsewhere along the North Wales coast. The heritage significance of the built heritage in Llandudno has been assessed in accordance with the relevant guidance, and the Applicant does not consider that any additional indirect effect required specific assessment.</p>
<p>In the written representation by the National Trust (REP1-075), we note that the view from the terrace at Penrhyn Castle has previously been used for the purposes of interpretation. This demonstrates clearly the value of this view in understanding, experiencing and appreciating the setting of the property, and firmly refutes the claim by the Applicant in their response to ExQ1 8.13, that "it is the availability of these longdistance sea views that is important (and not necessarily what is in them) that adds to the asset" and that "the presence of the WTGs in this view does not affect the</p>	<p>The Applicant does not consider that the value of the registered park as a setting to the Castle is in anyway compromised. The Applicant further stands by the assessment present in (APP-069) and maintains that intervisibility is not in and of itself harmful. It is acknowledged that the proposed WTGs will be an addition to a given view, but this will not prevent an understanding of how the various vistas available within the park were designed, nor how they afford long -distance views which incorporate all elements of the surrounding area, including the sea, but also landward landscape</p>

GAPS COMMENT	APPLICANT'S RESPONSE
<p>availability of the view which is what is important for this asset. The WTGs will result in an addition to the current sea view but this doesn't affect the ways in which the interests of the assets are understood, experienced and appreciated." It is surely self-evident that the composition of a view, particularly from a designed landscape, is fundamental to its significance and how this is understood, experienced and appreciated, and that where this is an intended part of visitor experience, the impact of change on its contribution is magnified.</p>	<p>features. The heritage significance of the park (and its role as the setting to the Castle) and the ability to appreciate that heritage significance does not rely on what may be present in any given view. The Applicant considers that the specific sea view is not in this regard determinative in understanding the heritage significance of the castle or park, which is best understood "in the round", i.e., taking into account the whole of the setting, and including those views, structures and spaces both around the castle itself and contained within the registered park, and not solely outward facing views (which include landward views to west, south and east).</p>
<p>The Applicant provides a clear and comprehensive explanation of the difficulties in reducing the Maximum Design Scenario in any way in their response to EXQ1 17.19 and 17.25. They observe that, as agreed by both their own consultants and consultees, substantial reduction would be needed to achieve the desired (by consultees) reduction in seascape, landscape and visual impacts, concluding that it is not possible to reduce these impacts with only a small loss of function. The case is made that any large reduction would likely render the scheme economically unviable. Whilst acknowledging both the array refinements made to date and the valid points made, we are not convinced that 'Relocating some or all of the westernmost turbines into other parts of the array area' would simply reduce the size (and therefore the energy output of the scheme) without materially reducing seascape, landscape and visual effects (REP1-007, ExQ1 17.19). We remain of the opinion that material improvement (in terms of the effects on the historic environment) could be achieved by relatively minor modification to layout to reduce impact on the setting of the Puffin Island and Penmon historic assets. As non-specialists, we would welcome clarification as to why relocation (as opposed to removal) of turbines results in a lower output. Additionally, while accepting that the application is necessarily based on future market assumptions, we would welcome further evidence that any further reduction would jeopardise the viability of the scheme.</p>	<p>From a heritage perspective, the Applicant maintains the position (as set out in APP-069) that there is no significant effect (for purposes of the EIA Regulations) on any asset, with the exception of the Grade II* listed Pier at Llandudno. In addition, in order to reduce the predicted effect on the Pier, reductions in WTG numbers and change in location would need to be of such an extent that the Proposed Development would no longer be economically viable and there would be a significant reduction in the renewable energy generation and the project's contribution to meeting the net zero target. The applicant considers that, as no other significant effects on historic assets (including those on Puffin Island and Penmon Point) are assessed to occur, no specific mitigation of this nature is considered appropriate or necessary.</p> <p>The Applicant has set out in its response to ExQ1.17.19 (REP1-007) that the layouts presented as MDS-A and MDS-B for the purposes of assessment are not fixed locations at this stage, in line with the principles of 2.6.42 of NPS EN-3. However, as set out in the Applicant's response to ExQ1.17.25, the density of the array plays a critical role in project economics and the ability to compete for a CfD, and AyM is already at the upper end of site density compared with many competing projects. Relocating turbines from one area would in effect be a reduction in the project area and lead to an increase in the density of turbines elsewhere.</p>
<p>Finally, we note that submissions made by the local planning authorities, Natural Resources Wales, the National Trust and the Applicant all refer to ongoing discussions about the possibility of landscape enhancement provision, potentially to be secured through a S106 Agreement, to offset or compensate for impacts on the natural and built environment which cannot be mitigated directly. We would welcome the opportunity to contribute to these discussions, having regard to the impacts on the historic environment identified by us and other consultees.</p>	<p>The Applicant would welcome GAPS contribution to these discussions and would like to clarify whether this would be via advice from GAPS to the respective local authorities.</p>

## 2.4 North Hoyle Wind Farm Limited

- 7 North Hoyle Wind Farm Limited (NHWFL) submitted two documents at Deadline 2. They are as follows:
- ▲ REP2-054 - Responses to Relevant Representations at Deadline 1; and
  - ▲ REP2-055 - Comments on responses to ExA's ExQ1.
- 8 The Applicant has responded to these comments below in Table 3 and Table 4 respectively.



Table 3: The Applicant's comment on NHWFL's further response to relevant representations.

REFERENCE	RELEVANT REPRESENTATION COMMENT	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
RR-019-1	"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. 2. NHWFL raise the following objections to the DCO based on the impact of AyM on the operation of NH-"	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.	Noted and NHWFL also intends to work with the Applicant to reach agreement in order to resolve matters.	This is noted and welcomed by the Applicant.
RR-019-2.1	"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."	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 undertaking its site selection and refinement.  The final offshore cable route was informed by a number of technical and environmental factors (including	NHWFL is giving further consideration to the points raised.	This is noted by the Applicant.

REFERENCE	RELEVANT REPRESENTATION COMMENT	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		cable crossings) as well as considering consultee feedback through the statutory and nonstatutory 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. Further detail is provided in response to this representation in answer to the ExQ1.3.28.		
RR-019-2.2	"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."	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.	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. 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.	This is noted by the Applicant. No draft protective provisions have been provided to NHWFL on the basis that a cable crossing agreement is standard industry practice for this type of works and will adequately protect the interests of NHWFL. The Applicant has confirmed this approach in its responses to REP1-085-4.1 – REP1-085-4.4, document REP2-002.
RR-019-2.3	"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 NH for the operation of NH. Within the Designated Area, there is provision in	The Applicant intends to resolve this by commercial agreement, discussion of which is in progress.	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.	The Applicant considers that the agreement of the cable crossing agreement will be sufficient for NHWFL to provide its consent to the granting of the lease. The Applicant has

REFERENCE	RELEVANT REPRESENTATION COMMENT	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
	<p>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>			<p>addressed this in response to REP1-085-3.1, document REP2-002.</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 electricity undertakers, these do not apply to the offshore works. Appropriate provision must be</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>	<p>This is noted by the Applicant. No draft protective provisions have been provided to NHWFL on the basis that a cable crossing agreement is standard for this type of works and will adequately protect the interests of NHWFL. The Applicant has confirmed this approach in its responses to REP1-085-4.1 – REP1-085-4.4, document REP2-002.</p>

REFERENCE	RELEVANT REPRESENTATION COMMENT	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
	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	This is noted by the Applicant.

Table 4: The Applicant's comment on NHWFL's further response to ExQ1s.

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
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:</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 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>a) The Applicant is in discussions with Eirgrid, North Hoyle Wind Farm (NHWFL) Limited and Rhyl Flats Wind Farm (RWF) Limited with regards securing agreements to protect their land and equipment interests. In summary:</p> <ul style="list-style-type: none"> <li>▲ Eirgrid was provided with a draft cable crossing and proximity agreement in June 2022 and is yet to formally respond. However, correspondence indicates that agreement can be reached in good time before the close of Examination. Protective provisions are not required;</li> <li>▲ NHWF 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</li> <li>▲ 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.</li> </ul> <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>c) No other Statutory Undertakers with offshore interests have been identified since submission of the application. However, the Applicant has been in</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>This is noted by the Applicant. No draft protective provisions have been provided to NHWFL on the basis that a cable crossing agreement is standard industry practice for this type of works and will adequately protect the interests of NHWFL. The Applicant has confirmed this approach in its responses to REP1-085-4.1 – REP1-085-4.4, document REP2-002.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		discussion with Gwynt y Môr OFTO since inception in relation to a proposed offshore cable crossing. A draft cable crossing agreement was provided in June 2022 and correspondence indicates that agreement can be reached in good time before the close of Examination.		
3.27b	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]);	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. 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.	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.	This is noted by the Applicant. No draft protective provisions have been provided to NHWFL on the basis that a cable crossing agreement is standard industry practice for this type of works and will adequately protect the interests of NHWFL. The Applicant has confirmed this approach in its responses to REP1-085-4.1 – REP1-085-4.4, document REP2-002.
3.28	NHWF Limited [RR-019] refers to an alternative offshore cable route which would avoid its infrastructure. Please comment on this.	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	NHWFL will give further consideration to the explanation given by the applicant.	This is noted by the Applicant.

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		<p>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</p>		

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		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 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.		
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.	These are standard protective provisions for onshore interests and were not drafted to cover offshore interests. The Applicant considers that NHWFL's interests will be adequately protected by a cable crossing agreement which is standard industry practice for this type of works. The Applicant has addressed negotiations on the cable crossing agreement in response to REP1-085-4.1 – REP1-085-4.4, document REP2-002.
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	The Applicant is progressing the Agreement for Lease (AfL) for the Transmission assets with The Crown Estate (TCE) and can confirm that	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	The Applicant has addressed this in response to REP1-085-3.1, document REP2-002.



REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
	<p>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 [RR-020] indicate that their consent is also required.</p>	<p>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>currently no agreement in place for the granting of this lease.</p>	
4.11	<p><b>Outline Code of Construction Practice (oCoCP)</b></p> <p>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>	<p>The Applicant is unclear which works are being referred to. Following standard practice, the detailed mitigation plans for the offshore works will be secured through the Marine Licences which in this case can only be issued by NRW. The Marine Licence Principles Document presents a summary of the mitigation plans and details anticipated to be contained within the Marine Licences (REP2-022).</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
4.23	<p><b>Safety Zones</b></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>	<p>The Applicant agrees with North Hoyle Wind Farm Limited (NHWFL). The safety zones are not anticipated to affect the operation of NHWF except in the vicinity of the NHWF export cables. Works in this area will be covered by a crossing agreement (discussion of which is in progress) as set out in the Applicant's response to RR-019.</p> <p>The Applicant will request a mandatory 500m safety zone around each offshore foundation structure during construction activities where a construction vessel is present. Note that export cables are not considered a structure in this context. Considering the distance between the Awel y Môr structures and the adjacent wind farms, these mandatory safety zones will not affect NHWFL (or RFWFL).</p> <p>Further clarification is available in doc ref 7.2 (APP-297) (Safety Zone Statement) which confirms that safety zones will be sought for the protection of individuals working on the installation and vessels both related to the works and operating within the vicinity of works.</p> <p>Additionally, during the construction period, there will be advisory safe passing distances around construction vessels such as the export cable installation vessel. It should be noted that it is common marine practice for</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
				<p>vessels restricted in their ability to manoeuvre to issue navigational warnings requesting such clearance. As such, an advisory safe passing distance is not normally confined within the Order Limits of an offshore construction project and is in line with a stand-off distance that a vessel operating good navigational practices would in any event observe.</p> <p>It is important to note that, in practicality, the advisory safe passing distance is limited to the duration a vessel is passing, i.e. limited to the transient laying of a cable, or will be limited to a few days around a given foundation. These durations are therefore discrete in both temporal and spatial extents and considered to be in line with the stand-off distance that a vessel operating good navigational practices would in any event observe.</p> <p>The Applicant will issue regular notices in advance of any active or planned safety zones such that NHWFL (and RFWFL) have adequate notice of any restrictions that may occur.</p> <p>Safety zones are an industry standard mitigation measure.</p> <p>RWE has a unique position as developer and operator of North Hoyle, Rhyl Flats, Gwynt y Môr and now Awel y Môr wind farms. As such it has extensive experience in the</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
				successful coordination of export cable installation and maintenance activities in proximity to operational assets. The Applicant will use the same industry standard safety zone techniques as previously used in the construction and maintenance of these prior schemes.
6.42	<p><b>Decommissioning</b></p> <p>R21 (1) refers to the onshore written scheme of decommissioning being submitted to and approved by the relevant planning authority at least six months prior to works commencing. In contrast, R20 remains silent in respect of a timescale.</p> <p>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:  <a href="https://www.gov.uk/government/publications/decommissioning-offshore-renewable-energy-installations">https://www.gov.uk/government/publications/decommissioning-offshore-renewable-energy-installations</a></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 their export cable. In addition to any required revision to R21, this is a matter which will be required to be addressed in the cable crossing agreement.</p>	<p>The Applicant is in the process of reviewing comments on the draft cable crossing agreement. The Applicant does not consider that it would be reasonable or necessary for NHWFL to be consulted on the decommissioning scheme under the DCO. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement.</p>
11.3	<p><b>Cable Burial Risk Assessment</b></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 &amp; bathymetry, risks to and from anthropogenic activity relating to other marine users. The objective of the CBRA is to define a target burial</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>The Applicant is in the process of reviewing comments on the draft cable crossing agreement. The Applicant does not consider that the approved CBRA should be submitted for approval by NHWFL. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		<p>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"> <li>▲ Cable Routing;</li> <li>▲ Collection and Review of Data;</li> <li>▲ Assessment of Seabed Conditions;</li> <li>▲ Risk Register / Threat (Hazard) Assessment;</li> <li>▲ Probability Risk Assessment; and</li> <li>▲ Quantification of Recommended Burial Depth.</li> </ul> <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 &amp; 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</p>		

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		<p>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.</p>		
11.4	<p><b>Cable Specification and Installation Plan and Cable Route Burial Protocol</b> 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"> <li>▲ Introduction;</li> <li>▲ Project Context;</li> <li>▲ Scope and Objectives of the CSIP;</li> <li>▲ Statements of Compliance;</li> <li>▲ Updates and Amendments to the CSIP;</li> <li>▲ Technical Specifications of Cables;</li> <li>▲ Cable Burial Risk Assessment (CBRA);</li> <li>▲ Sandwave Clearance Plan (if relevant);</li> <li>▲ Cable Laying Plan and Installation Methodology; and</li> <li>▲ Cable Protection Plan.</li> </ul> <p>The Applicant would seek to agree the precise content of the plan with NRW</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>	<p>The Applicant is in the process of reviewing comments on the draft cable crossing agreement. The Applicant does not consider that the approved Cable Route Burial Protocol should be submitted for approval by NHWFL. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	NHWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		<p>prior to the development of the plan, post consent.</p> <p>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>		

## 2.5 Rhyl Flats Wind Farm Limited

9 Rhyl Flats Wind Farm Limited (RFWFL) submitted two documents at Deadline 2. They are as follows:

- ▲ REP2-056 - Responses to Relevant Representations at Deadline 1
- ▲ REP2-057 - Comments on responses to ExA's ExQ1

10 The Applicant has responded to these comments below in Table 5 and Table 6 respectively.



Table 5: The Applicant's comment on RFWFL's further response to relevant representations.

REFERENCE	RELEVANT REPRESENTATION COMMENT	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
RR-020-1	<p>"RELEVANT REPRESENTATION ON BEHALF OF RHYL FLATS WIND FARM LIMITED 1.</p> <p>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>	<p>This is noted and welcomed by the Applicant.</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 this submission, the area within the RF Crown Estate lease should be excluded from the proposed development."</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 before the close of DCO examination. Discussions are in progress.</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>The Applicant considers that the agreement of suitable protective provisions will be sufficient for RFWFL to provide its consent to the granting of the lease. The Applicant no longer considers that a separate private agreement with RFWFL is necessary and has confirmed this in correspondence with RFWFL. The Applicant has addressed negotiations on the protective provisions in response to REP1-088-4.1 - REP1-088-4.3, document REP2-002.</p>
RR-020-2.2	<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</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</p>	<p>The Applicant considers that the agreement of suitable protective provisions will be sufficient for RFWFL to provide its consent to the granting of the lease. The Applicant no longer</p>

REFERENCE	RELEVANT REPRESENTATION COMMENT	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
	<p>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>discussions have taken place on this point.</p>	<p>considers that a separate private agreement with RFWFL is necessary and has confirmed this in correspondence with RFWFL. The Applicant has addressed negotiations on the protective provisions in response to REP1-088-4.1 - REP1-088-4.3, document REP2-002.</p>
RR-020-2.3	<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 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>	<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>The Applicant has addressed negotiations on the protective provisions in response to REP1-088-4.1 - REP1-088-4.3, document REP2-002.</p>

REFERENCE	RELEVANT REPRESENTATION COMMENT	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
RR-020-2.4	"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."	The Applicant intends to resolve this by agreement with RFWFL at the earliest opportunity. Discussions are in progress.	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.	The Applicant considers this to be a commercial issue and not a relevant planning matter to be considered in the AyM examination.
RR-020-3	"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."	The Applicant intends to resolve this by agreement with RFWFL at the earliest opportunity. Discussions are in progress.	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.	The Applicant continues to negotiate protective provisions with RFWFL and has addressed this in response to REP1-088-4.1 - REP1-088-4.3, document REP2-002.

Table 6: The Applicant's comment on RFWFL's further response to ExQ1s.

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
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:</p> <p>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</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:</p> <ul style="list-style-type: none"> <li>➤ Eirgrid was provided with a draft cable crossing and proximity agreement in June 2022 and is yet to formally respond. However, correspondence indicates that agreement can be reached in good time before the close of Examination. Protective provisions are not required;</li> <li>➤ NHWF 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</li> <li>➤ RFWF 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.</li> </ul> <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>c) No other Statutory Undertakers with offshore interests have been identified since submission of the application. However, the Applicant has been in discussion with Gwynt y Môr OFTO since inception in relation to a proposed offshore cable crossing. A draft cable</p>	<p>RFWFL acknowledges that draft protective provisions were supplied by the Applicant in September. Revised provisions were returned to the Applicant at Deadline 1. Although RFWFL 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. RFWFL is encouraged by the applicant's statement in their response to RFWFL'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. RFWFL 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 applicant is called upon to clarify their position and explain how they intend to resolve this matter before the close of the Examination</p>	<p>The Applicant has responded to RFWFL's comments on the draft protective provisions provided at Deadline 1. The Applicant has addressed this matter in response to REP1-088-4.1 - REP1-088-4.3, document REP2-002.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
	as currently drafted to be appropriate.	crossing agreement was provided in June 2022 and correspondence indicates that agreement can be reached in good time before the close of Examination.		
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>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. 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</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 revisals 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 above, no proposals for such an agreement have been received.</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. The applicant's position on wake loss is</p>	<p>(a) &amp; (b) The Applicant considers that the agreement of suitable protective provisions will be sufficient for RFWFL to provide its consent to the granting of the lease. The Applicant no longer considers that a separate private agreement with RFWFL is necessary to secure its consent and has confirmed this in correspondence with RFWFL. The Applicant has addressed negotiations on the protective provisions in response to REP1-088-4.1 - REP1-088-4.3, document REP2-002.</p> <p>(c) The Applicant has made its position clear in its responses to REP1-088, document REP2-002, and ExQ1.3.27, document REP1-007. Ensuring a suitable distance between existing and new offshore wind farms was considered as part of TCE's siting criteria and there are no further siting requirements placed on the Applicant in relation to the design of AyM. The Applicant fundamentally disagrees with RFWFL's interpretation of NPS policy in relation to this issue. The Applicant maintains that had paragraphs 2.6.176 – 2.6.188 of NPS EN-3 been intended to cover other offshore wind farms this would have been expressly stated. The use of the word 'other' and omission of such projects from the list in paragraph</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		<p>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>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 EN-3 (paragraph 2.6.184). The NPS paragraph states:</p> <p><i>'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.'</i></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>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>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. 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 out with the TCE set off distance will be free of wake loss impacts. This issue still needs to be considered on a site by site basis, taking the individual</p>	<p>2.6.176 of NPS EN-3 confirms this is the correct interpretation.</p> <p>As a result, and following the principles that apply to terrestrial development, the Applicant maintains its position that any claims of wake loss are a commercial matter between the parties and are not relevant to the AyM examination and decision.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		<p><i>'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...'</i></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>circumstances into account. 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, <b>such as...</b>” (emphasis added). There is no basis for interpreting EN-3 as being restricted to offshore infrastructure other than existing offshore wind farms. 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. For the reasons stated by RFWFL in their Deadline 1 submissions, the applicant is required by EN-3 to assess the impact of their</p>	

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
			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. The applicant has not specified how it has sought to minimize economic loss or disruption to RF. The references provided to the ES provide no comfort on this point. 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.	
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.	These are standard protective provisions for onshore interests and were not drafted to cover offshore interests. The Applicant considers that RFWFL's interests will be adequately protected by the RFWFL protective provisions included in Part 7, Schedule 9 of the draft DCO (Document 3.6 of the Applicant's Deadline 3 Submission). The Applicant has addressed negotiations on the protective provisions in response to REP1-088-4.1 - REP1-088-4.3, document REP2-002.
3.34	Paragraphs 16 and 110 of [APP-021] set out that an	The Applicant is progressing the Agreement for Lease (AfL) for the	It is understood from this response that the applicant accepts that the consent of	The Applicant considers that the agreement of suitable protective



REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
	<p>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 [RR-020] indicate that their consent is also required.</p>	<p>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>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>	<p>provisions will be sufficient for RFWFL to provide its consent to the granting of the lease. The lease will be entered into after the DCO is granted.</p>
4.11	<p><b>Outline Code of Construction Practice (oCoCP)</b> 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>	<p>The Applicant is unclear which works are being referred to. Following standard practice, the detailed mitigation plans for the offshore works will be secured through the Marine Licences which in this case can only be issued by NRW. The Marine Licence Principles Document presents a summary of the mitigation plans and details anticipated to be contained within the Marine Licences (REP2-022).</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
4.23	<p><b>Safety Zones</b></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>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>The Applicant agrees with Rhyl Flats Wind Farm Limited (RWFFL). The safety zone may extend into the lease area for Rhyl Flats Wind Farm. Works in this area will be covered by protective provisions as set out in the Applicant's response to RR-020.</p> <p>The Applicant will request a mandatory 500m safety zone around each offshore foundation structure during construction activities where a construction vessel is present. Note that export cables are not considered a structure in this context. Considering the distance between the Awel y Môr structures and the adjacent wind farms, these mandatory safety zones will not affect RFWFL (or NHWFL).</p> <p>Further clarification is available in doc ref 7.2 (APP-297) (Safety Zone Statement) which confirms that safety zones will be sought for the protection of individuals working on the installation and vessels both related to the works and operating within the vicinity of works.</p> <p>Additionally, during the construction period, there will be advisory safe passing distances around construction vessels such as the export cable installation vessel. It should be noted that it is common marine practice for vessels restricted in their ability to manoeuvre to issue navigational warnings requesting such clearance. As such, an advisory safe passing distance is not normally confined within the Order Limits of an offshore construction project and is in line with a</p>

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				<p>stand-off distance that a vessel operating good navigational practices would in any event observe.</p> <p>It is important to note that, in practicality, the advisory safe passing distance is limited to the duration a vessel is passing, i.e. limited to the transient laying of a cable, or will be limited to a few days around a given foundation. These durations are therefore discrete in both temporal and spatial extents and considered to be in line with the stand-off distance that a vessel operating good navigational practices would in any event observe.</p> <p>The Applicant will issue regular notices in advance of any active or planned safety zones such that RFWFL (and NHWFL) have adequate notice of any restrictions that may occur.</p> <p>Safety zones are an industry standard mitigation measure.</p> <p>RWE has a unique position as developer and operator of North Hoyle, Rhyl Flats, Gwynt y Môr and now Awel y Môr wind farms. As such it has extensive experience in the successful coordination of export cable installation and maintenance activities in proximity to operational assets. The Applicant will use the same industry standard safety zone techniques as previously used in the construction and maintenance of these prior schemes.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
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 m<sup>2</sup>. 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</p>	<p>RFWFL may require to make further submissions on design parameters depending on how discussions progress with the applicant.</p>	<p>This is noted by the Applicant.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		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 (APP-301)).		
6.42	<p><b>Decommissioning</b></p> <p>R21 (1) refers to the onshore written scheme of decommissioning being submitted to and approved 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:  <a href="https://www.gov.uk/government/publications/decommissioning-offshore-renewable-energy-installations">https://www.gov.uk/government/publications/decommissioning-offshore-renewable-energy-installations</a></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>	<p>The Applicant has responded to RFWFL on comments raised on the draft protective provisions. The Applicant considers that indemnifying RFWFL in relation to increased decommissioning costs would be an unreasonable burden on the Applicant.</p>
11.3	<p><b>Cable Burial Risk Assessment</b></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 &amp; 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</p>	<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 Applicant has responded to RFWFL on comments raised on the draft protective provisions. The Applicant is content to provide cable burial details as part of a method statement to RFWFL but does not consider that the approved CBRA should be submitted for approval by RFWFL.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		<p>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"> <li>▲ Cable Routing;</li> <li>▲ Collection and Review of Data;</li> <li>▲ Assessment of Seabed Conditions;</li> <li>▲ Risk Register / Threat (Hazard) Assessment;</li> <li>▲ Probability Risk Assessment; and</li> <li>▲ Quantification of Recommended Burial Depth.</li> </ul> <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 &amp; 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</p>		

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		consent) and in time to inform the drafting of the CSIP.		
11.4	<p><b>Cable Specification and Installation Plan and Cable Route Burial Protocol</b></p> <p>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"> <li>➤ Introduction;</li> <li>➤ Project Context;</li> <li>➤ Scope and Objectives of the CSIP;</li> <li>➤ Statements of Compliance;</li> <li>➤ Updates and Amendments to the CSIP;</li> <li>➤ Technical Specifications of Cables;</li> <li>➤ Cable Burial Risk Assessment (CBRA);</li> <li>➤ Sandwave Clearance Plan (if relevant);</li> <li>➤ Cable Laying Plan and Installation Methodology; and</li> <li>➤ Cable Protection Plan.</li> </ul> <p>The Applicant would seek to agree the precise content of the plan with NRW prior to the development of the plan, post consent.</p> <p>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</p>	<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>The Applicant has responded to RFWFL on comments raised on the draft protective provisions. The Applicant is content to provide cable burial details as part of a method statement to RFWFL but does not consider that the approved Cable Route Burial Protocol should be submitted for approval by RFWFL.</p>

REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
		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.		
16.7	<p><b>Site Selection</b></p> <p>Table 2 of ES Vol 1 Chapter 4, Site Selection and Alternatives [APP-044] 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 effectively objects to the proposed development.</p> <p>Please confirm:</p> <p>a) the distance between the proposed development and Rhyl Flats</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. B)</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>a) The Applicant has responded to this in relation to ExQ1.3.27(c) above.</p> <p>b) This is noted by the Applicant.</p>



REFERENCE	EXA QUESTION	APPLICANT'S RESPONSE	RFWFL FURTHER RESPONSE	APPLICANT'S COMMENT
	b) whether Rhyl Flats is operated by RWE.			

## 2.6 Royal Society for the Protection of Birds

- 11 The Royal Society for the Protection of Birds (RSPB) submitted a document (REP2-058) containing three addition references to their Written Representation (WR) that was submitted at Deadline 1 (REP1-090).
- 12 The Applicant has no further comment to make in addition to its full response to RSPB's WR which can be found in Section 2.11 of REP2-002 (Applicant's Response to Written Representations).

## 3 Additional Submissions

- 13 The Applicant notes that three additional submissions from the Republic of Ireland and two late submissions were accepted into the Examination at the discretion of the ExA. The Applicant's responses to these can be found below.

### 3.1 Meath County Council (Republic of Ireland)

- 14 Meath County Council submitted a letter (AS-039) in response to the Transboundary Public Consultation Ireland. This letter reads as follows:

*"Thank you for your consultation on in respect of Awel y Môr Offshore Windfarm, comprising an application for 34no. wind turbines and associated infrastructure off the coast of Wales.*

*Having reviewed the site plans, layout and documentation, Meath County Council has no comment to make in respect of the aforementioned application."*

- 15 The Applicant notes Meath County Council's letter and does not have any comment to make.

### 3.2 Irish Whale and Dolphin Group (Republic of Ireland)

- 16 The Irish Whale and Dolphin Group (IWDG) submitted a letter (AS-040) in response to the Transboundary Public Consultation Ireland which made a number of comments on the topic of marine mammals focussing on noise and mitigation. The Applicant's responses to these comments can be found in Table 7 below.

Table 7: The Applicant's response to comments made by IWDG in its additional submission AS-040.

IWDG COMMENT	APPLICANT'S RESPONSE
<p>The Irish Whale and Dolphin Group (IWDG) was established in December 1990 and is an All-Ireland group "dedicated to the conservation and better understanding of cetaceans (whales, dolphins and porpoises) in Irish waters through study, education and interpretation". While the IWDG is primarily concerned with cetaceans we have broadened our comments to include <b>all marine mammals</b>.</p>	<p>This is noted by the Applicant.</p>
<p>The waters of the North Coast of Wales for the proposed windfarm have been identified in the submission as important for harbor porpoise, minke whale, bottlenose, common and Risso's dolphins as well as grey seals. Bottlenose dolphins (<i>Tursiops truncatus</i>) in the UK and Ireland have been shown to have minimum dispersal distances of 1,227km (Robinson et al, 2012a). North Atlantic minke whales (<i>Balaenoptera acutorostrata</i>) perform large scale seasonal migrations from high latitude summer feeding grounds to lower latitude breeding grounds (Risch et al, 2014). Risso's dolphins have been matched with photo-id demonstrating movement between North Wales, Pembrokeshire and the Isle of Man (Felce, no date) and a possible match to an Irish Risso's has been suggested (Ryan and Klotzer, 2009). Therefore while movement across the Irish Sea of highly mobile species has not been well demonstrated to date, this is almost certainly occurring and thereby protection of species raises concerns that transgresses national boundaries.</p>	<p>This is noted by the Applicant.</p>
<p>IWDG welcomes the opportunity to comment on the development plans for the Awel y Mor windfarm and makes the following comments.</p> <p>1. There is no apparent mention or consideration of noise abatement, apart from bubble curtains which are deemed to have negative impacts. Noise abatement would greatly reduce the impact of piling and especially of UXO clearance (when a mitigation plan is developed) and this is not considered. Noise abatement has been shown to reduce disturbance to below 8km from source (Dahl et al., 2014) and merits full and proper consideration to include all methods listed in Table 7 of Volume 4, Annex 7.2 Draft Outline Marine Mammal Mitigation Plan and should not be limited to bubble curtains.</p>	<p>Section 1.15 Noise Abatement in Volume 4, Annex 7.2 Draft Outline Marine Mammal Mitigation Protocol (APP-107) outlines several noise abatement methods which are available:</p> <ul style="list-style-type: none"> <li>▲ Alternative foundation options;</li> <li>▲ Marine mammal observers to ensure the mitigation zone is free of marine mammals prior to piling commencing;</li> <li>▲ Acoustic deterrent device to ensure the mitigation zone is free of marine mammals prior to piling commencing;</li> <li>▲ Passive Acoustic monitoring to ensure the mitigation zone is free of marine mammals prior to piling commencing;</li> <li>▲ At-source noise abatement systems (e.g. bubble curtains, casings, resonators); and</li> <li>▲ Alternative hammer types (e.g. vibro-piling, BLUE piling technology).</li> </ul> <p>Table 7 of Volume 4, Annex 7.2 Draft Outline Marine Mammal Mitigation Protocol (APP-107) provides information on several noise abatement methods, including bubble curtains, alternative hammer types, hydrosound dampers and noise mitigation screens.</p>

IWDG COMMENT	APPLICANT'S RESPONSE
<p>2. Soft starts for piling do not consider the fact that piling soft starts typically have a 5 dB difference between the start of soft start and full power at 750m from source (Robinson et al., 2012b).</p>	<p>This is noted by the Applicant - a response is not necessary.</p>
<p>3. The size of the required mitigation is unclear when discussed in points 25 and 26 of Volume 4, Annex 7.2 Draft Outline Marine Mammal Mitigation Plan which suggests it should be 640m for piles and 540m for pins but states the JNCC guidance is 500m. It is not clear which is being put forward and this is subject to final noise modeling. Without this information it is therefore difficult to know what will be applied. Therefore, this information is required in the EIA prior to consultation.</p>	<p>Volume 4, Annex 7.2 Draft Outline Marine Mammal Mitigation Plan states that: The mitigation zone is defined as the maximum potential instantaneous PTS-onset impact range. The maximum instantaneous PTS-onset zone, and thus the mitigation zone is 640 m for monopiles and 540 m for pin piles. The actual mitigation zone for AyM piling will be confirmed in the final MMMP and will be determined based on the final confirmed foundation options and hammer energies etc. If the final noise modelling estimates a PTS-onset impact range larger than the 500 m suggested in the JNCC piling guidance, the mitigation zone will be increased to cover the PTS-onset impact.</p>
<p>4. The Marine Mammal Mitigation Plan is not clear on whether ADD use is recommended or not and if so, how those ADDs may be used. Additionally, each ADD operates in a specific frequency range and source level so these should really be specified in any mitigation plan, or at least ranges for this equipment. So, it is difficult to comment on an unclear plan and this should be clear in the mitigation plan.</p>	<p>Volume 4, Annex 7.2 Draft Outline Marine Mammal Mitigation Protocol (APP-107) is a draft at this stage, as is standard for DCO applications, it does not commit to specific mitigation methods, but instead outlines the potential options that are available (including ADDs and noise abatement methods).</p> <p>It is acknowledged that the final MMMP will be based on significantly refined piling parameters post consent and thus it is not appropriate to commit to any specific mitigation measures at this stage.</p>
<p>It is difficult to cover all issues in relation to this development and therefore we have decided to focus solely on noise and mitigation. We hope the comments are helpful and constructive.</p>	<p>Agreement has been reached with NRW regarding the final MMMP:</p> <ul style="list-style-type: none"> <li>▲ the Applicant will maintain awareness of current research and maintain ongoing dialogue with NRW post-consent to ensure that the final MMMP presents an updated assessment of cumulative PTS impact ranges and mitigation measures reflecting the state of knowledge and best modelling practice available at the time.</li> <li>▲ The Applicant can confirm that cumulative PTS will be mitigated as outlined in the final MMMP unless guidance and evidence at the time suggest that it is not appropriate to do so.</li> </ul>

### 3.3 Office of the Planning Regulator (Republic of Ireland)

- 17 The Office of the Planning Regulator submitted a letter (AS-041) in response to the Transboundary Public Consultation Ireland. This letter reads as follows:

*I write in relation to your recent correspondence regarding the transboundary EIA public consultation on the proposed Awel y Mor offshore windfarm.*

*The OPR has reviewed the relevant documentation and does not have any comments to submit to the consultation at this time.*

- 18 The Applicant notes the Office of the Planning Regulator's letter and does not have any comment to make.

### 3.4 Welsh Government

- 19 The Welsh Government submitted a Late Submission accepted at the discretion of the Examining Authority. This submission (AS-043) is a request to attend the ASI on 6 December 2022.

- 20 The Applicant notes the Welsh Government's request and does not have any comment to make.

### 3.5 Davis Meade Property Consultants on behalf of Mr JB, Mrs E and Mr E Evans

- 21 Davis Meade Property Consultants on behalf of Mr JB, Mrs E and Mr E Evans submitted a Late Submission accepted at the discretion of the Examining Authority. This submission (AS-043) is a request to attend the ASI on 6 December 2022.

- 22 The Applicant notes DMPC's request and does not have any comment to make.



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