

## Deadline 4 Submissions on behalf of North Hoyle Wind Farm Limited

### Comments on Table 3 of the Applicant’s Deadline 3 Representations

Table 3 of REP3-002 sets out the Applicant’s responses to the comments made by NHWFL at Deadline 2 on relevant representations. There are no additional substantive points raised in this table. The position of the Applicant that the cable crossing agreement will be sufficient to address the need for protective provisions and consent in terms of NHWFL’s Crown Estate lease is understood. The acceptability of this approach to depends on whether the cable crossing agreement can be concluded in terms which are agreeable to the parties. Full agreement has not been reached and it may be necessary for NHWFL to propose additional protective provisions is agreement cannot be reached.

### Comments on Table 4 of the Applicant’s Deadline 3 Representations

Table 4 of REP3-002 sets out the Applicant’s responses to the comments made by NHWFL at Deadline 2 on the ExQ1s. NHEFL’s further comments are set out below. Due to constraints of space, only the comments from Deadline 2 and 3 have been included:-

Reference	ExA Question	NHWFL Deadline 2 response	Applicant Deadline 3 Response	NHWFL Further response
3.26	<p>Several Statutory Undertakers with offshore land and equipment interests (not included the BoR) have submitted a RR ([RR-018], [RR-019] and [RR-020]).</p> <p>The Applicant:</p> <p>a) Provide a progress report on negotiations with each of these</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</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>	<p>The position of the Applicant that the cable crossing agreement will be sufficient to address the need for protective provisions and consent in terms of NHWFL’s Crown Estate lease is understood. The acceptability of this approach to depends on whether the cable crossing agreement can be concluded in terms which are agreeable to the parties. Full agreement has not been reached and it may be necessary for NHWFL to propose additional protective provisions is agreement cannot be reached.</p>

	<p>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</p>	<p>here and the applicant is requested to clarify the position.</p>		
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	<p>within [AS-014], either provide copies of preferred wording or if you have provided it, signpost where it can be found and explain why you do not consider the wording as currently drafted to be appropriate.</p>			
3.27	<p>Please comment on the concerns raised by RFWF Limited [RR-020] regarding:</p> <p>b) Necessary consents from RFWF (similar matter also raised by NHWF Limited [RR-019]); and</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 aa 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>	<p>The position of the Applicant that the cable crossing agreement will be sufficient to address the need for protective provisions and consent in terms of NHWFL’s Crown Estate lease is understood. The acceptability of this approach to depends on whether the cable crossing agreement can be concluded in terms which are agreeable to the parties. Full agreement has not been reached and it may be necessary for NHWFL to propose additional protective provisions is agreement cannot be reached.</p>

3.28	NHWFL Limited [RR-019] refers to an alternative offshore cable route which would avoid its infrastructure. Please comment on this	NHWFL will give further consideration to the explanation given by the applicant.	NHWFL will give further consideration to the explanation given by the applicant.	NHWFL confirmed at Deadline 3 REP3-028 in relation to REP1-085-2.1 that the explanation given by the Applicant is accepted and this point is no longer in dispute.
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?	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	The position of the Applicant that the cable crossing agreement will be sufficient to address the need for protective provisions is understood. The acceptability of this approach to depends on whether the cable crossing agreement can be concluded in terms which are agreeable to the parties. Full agreement has not been reached and it may be necessary for NHWFL to propose additional protective provisions is agreement cannot be reached
3.34	Paragraphs 16 and 110 of [APP-021] set out that an agreement for lease for the array area has already been finalised with the Crown Estate and a further agreement for lease for the cable area is	It is understood from this response that the applicant accepts that the consent of NHWFL is required in order for the lease to be granted. There is currently no agreement in place for the granting of this lease.	The Applicant has addressed this in response to REP1-085-3.1, document REP2-002	The position of the Applicant that the cable crossing agreement will be sufficient to address the need for consent in terms of NHWFL's Crown Estate lease is understood. The acceptability of this approach to depends on whether the cable crossing agreement can be concluded in terms which are agreeable to the parties. Full agreement has not been reached and it may be necessary for NHWFL to propose additional protective provisions is agreement cannot be reached.

	<p>being progressed. Please provide an update on this progress and confirm whether agreement will be reached before the close of the Examination, noting and addressing also that North Hoyle Wind Farm Limited [RR-019] and Rhyl Flats Wind Farm Limited [RR020] indicate that their consent is also required.</p>			
4.11	<p>Outline Code of Construction Practice (oCoCP) Paragraph 9 of the oCoCP [APP-312] relates to the onshore elements of the Proposed Development only (i.e., landward of Mean High-Water Springs (MHWS)). Please provide a list of</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>	<p>The position is noted.</p>

	documents employed to manage the potential environmental impacts seaward of MHWS during preliminary works and construction works.			
4.23	<p>Safety Zones</p> <p>Please can you confirm the 500 metres safety zones during construction are within the OL?</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 RFWFL. 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). Further clarification is available in doc</p>	<p>The position is noted and acceptable provided the issues in 11.3 and 11.4 are adequately addressed.</p>

			<p>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 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</p>	
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			<p>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. 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>	
6.42	Decommissioning  R21 (1) refers to the onshore written scheme of decommissioning	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	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	Given that early decommissioning might affect the NHWFL cable, NHWFL do not consider that it is unreasonable that they are consulted on this. This could potentially be covered in the cable



	<p>being submitted to and approve by the relevant planning authority at least six months prior to works commencing. In contrast, R20 remains silent in respect of a timescale. Please clarify why it isn't necessary for a timescale to be included within R20.</p>	<p>required revisal to R21, this is a matter which will required to be addressed in the cable crossing agreement.</p>	<p>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>	<p>crossing agreement and can be discussed further between the parties.</p>
11.3	<p>Cable Burial Risk Assessment Please confirm when the Cable Burial Risk Assessment is to be completed and provide a high-level overview in respect of content.</p>	<p>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>	<p>NHWFL are not asking to approve the CBRA. They are just asking to see the approved CBRA as part of the package of material that is to be given to them when application for consent is required in the cable crossing agreement. This is essential so that NHWFL have adequate material to assess the proposed cable crossing.</p>
11.4	<p>Cable Specification and Installation Plan and Cable Route Burial Protocol Noting that this plan and</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</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</p>	<p>Again, NHWFL are not asking to approve the CRBP. They are just asking to see the approved CRBP as part of the package of material that is to be given to them when application for consent is required in the cable crossing agreement. This is</p>

	<p>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>agreement (or protective provisions if these are required).</p>	<p>NHWFL. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement</p>	<p>essential so that NHWFL have adequate material to assess the proposed cable crossing.</p>
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