



Awel y Môr Offshore Wind Farm

Comments on Submissions Received at Deadline 4

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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 4 alongside 1 additional submission accepted into the Examination at the discretion of the Examining Authority (ExA).
- 2 This document provides the Applicant's comment where appropriate and necessary.

2 Submissions Received at Deadline 4

2.1 Natural Resources Wales

- 3 Natural Resources Wales submitted a Deadline 4 response (REP4-045) providing their response to the following documents submitted by the Applicant:
 - ▲ “Applicant’s Response to Natural Resources Wales (NRW) REP1-080 3.1.24 to 3.1.25” [REP3-016]; and
 - ▲ “Marine Ornithology Great Orme Assessment (Clean)” [REP3a-019].
- 4 Its response also further commented on other matters such as Flood Risk and Water Framework Directive (WFD) (Onshore).
- 5 The Applicant has responded to comments made by NRW in Table 1 below.

Table 1: The Applicant's comments on NRW's Deadline 4 submission.

REFERENCE	NRW'S COMMENT	APPLICANT'S RESPONSE
1.1.1	<p>1. OFFSHORE</p> <p>1.1. Marine Ornithology</p> <p><i>NRW'S RESPONSE TO THE APPLICANT'S DEADLINE 3a SUBMISSION REP3a-019 (Deadline 3a Submission – Marine Ornithology Great Orme Assessment (Clean)).</i></p> <p>Our Deadline 3 submissions [REP3-026] requested that the Applicant provide further detail with respect to the impacts to the breeding seabird features of Pen-y-Gogarth / Great Orme's Head Site SSSI. Specifically, we noted that, in order to be able to advise fully on the potential effects of the project on the SSSI, the workings behind the calculations that were presented in REP1-016 should be provided to us. We requested that the values for the apportioning of collision risk for Kittiwake and displacement for Guillemot and Razorbill, and displacement matrices for number of Guillemots and Razorbills apportioned in different Biologically Defined Minimum Population Scales (BDMPS) seasons, were provided. We also requested that the log of the Population Viability Analysis (PVA) parameters used were provided, in sufficient detail, in order to allow NRW (A) to replicate the analysis. In addition, we advised the Applicant to check the species demographic parameters listed in table 1 of the assessment, against those used in their analysis and those presented by Horswill & Robinson (2015), as there appeared to be discrepancies in the report. A revised assessment [REP3a-019] has now been presented with the further detail that was requested. From the further evidence submitted by the Applicant, NRW (A) is satisfied that there will be no significant effect on the breeding seabird features of Pen-y-Gogarth / Great Orme's Head SSSI.</p>	<p>The Applicant notes and welcomes NRW's agreement that there will be no significant effect on the breeding seabird features of Pen-y-Gogarth / Great Orme's Head SSSI.</p>
2.1.1	<p>2. ONSHORE</p> <p>2.1. Designated Landscapes</p> <p><i>NRW'S RESPONSE TO THE APPLICANT'S DEADLINE 3 SUBMISSION REP3-016 (Applicant's Response to Natural Resources Wales (NRW) REP1-080 3.1.24 to 3.1.25)</i></p> <p>As detailed in our Written Representations at Deadline 1 [REP1-080], we advise a further substantial reduction in the array area and number of turbines, along with a reduction in scale and height of the turbines would be needed to</p>	<p>As set out in its response to NRW's advice in its response to written representations at REP1-080-3.1.1 and REP1-080-3.1.21, NPS EN-1 sets out at paragraph 5.9.21, how effects can be minimised through a reduction in the scale of a development. However, it also specifically notes the consequences this may have in terms of potential operational constraints and reduction in function, specifically referencing energy generation output.</p> <p>Policy relating to the AONBs and National Parks seeks to minimise the effects on their natural beauty as noted by NRW. Notably, minimising the effects does not mean to make them minimal as the ultimate consequence of this would be no</p>

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	<p>minimise adverse effects on the Isle of Anglesey Area of Outstanding Natural Beauty (AONB) and Eryri (Snowdonia) National Park.</p>	<p>development to be viewed from within the designated areas. The Applicant suggests that this is not the purpose of the policy. This is made clear within NPS-1 where mitigation through a reduction in scale is envisaged, it is advocated on the basis of a marginal loss of function.</p> <p>A suitable balance has therefore to be struck between the function and operation of a development, including its siting and other relevant constraints and the reduction or minimising of seascape, landscape and visual effects through mitigation. Such mitigation should not be at the expense of any more than a 'marginal loss of function'.</p> <p>Due to the sensitivity of the nationally designated landscapes within the SLVIA study area and the points made by NRW and other consultees throughout the early stages in the process, the Applicant has given a great deal of consideration to the matter of trying to minimise the effects whilst also seeking to maintain an economically viable project that seeks to contribute as far as possible to mitigating climate change impacts. The Applicant asserts again that it can go no further in 'reducing the scale or otherwise amending the design' without jeopardising the potential for the project to be built, which would be more than just a 'marginal loss of function'.</p>
2.1.2	<p>In paragraph 3.1.24 of REP1-080, we advised that further consideration be given to NRW's evidence base "Seascape & visual sensitivity to offshore wind farms in Wales: Strategic assessment and Guidance" (White Consultants for NRW, March 2019, from hereon in referred to as the "White Consultants Reports") to assist in informing an appropriate reduction in the extent/scale of the proposed development. NRW had previously advised the Applicant of this as part of our section 42 advice during the pre-application phase. As explained in our Deadline 1 submission, we consider the Applicant has not followed the guidance in the White Consultants Reports.</p>	<p>The Applicant has set out in REP3-016 (Applicant's Response to NRW REP1-080-3.1.24 to 3.1.25) the parts of the White Consultants Report that it has and as not been able to follow. Given the timing of the publication of the report after the AyM Area for Lease had been identified, and the limitations on siting of the project from the Crown Estate Extensions 2017 leasing rules, many of the suggested approaches to mitigation, which relate to the location of the site (which cannot be changed) cannot therefore be followed by the Applicant.</p>
2.1.3	<p>We note that the Applicant has subsequently provided a brief review of the White Consultants Reports at Deadline 3 [REP3-016]. However, we consider a number of points raised by the Applicant require clarification and/or context, and therefore NRW provide the following comments (paragraphs 2.1.4 – 2.1.9 below) for the Examining Authority's attention.</p>	<p>This is noted by the Applicant.</p>

REFERENCE	NRW'S COMMENT	APPLICANT'S RESPONSE
2.1.4	The White Consultants Reports are commissioned research reports to provide an evidence base on seascape and visual sensitivity to offshore windfarms in Wales. The distances and buffer areas in Stage 1 are intended to guide developers to avoid significant adverse effects on high sensitivity visual receptors, whilst Stage 2 provides siting guidance and Stage 3 sensitivity assessment guidance.	The use of buffers to avoid significant effects would suggest that these should be a consideration at site selection stage. The Applicant had undertaken its selection of the site prior to the publication of the White Consultants Report. The approach to site selection is set out in ES Volume 1, Chapter 4: Site Selection Alternatives (APP-044) and the associated Annexes (APP-045 and APP-046). It is further noted that AyM was not part of the Crown Estate leasing Round 4, having been allocated as part of the Extensions leasing round undertaken by the Crown Estate in 2017. One of the criteria for the Extensions leasing round was that the proposed extension must share a boundary with the existing windfarm and as set out in ES Volume 1, Chapter 4: Site Selection and Alternatives (APP-044), this guided where AyM has been located.
2.1.5	The White Consultants Reports are typically used as one layer in spatial constraints analysis and are being applied by developers of offshore wind proposals for the Crown Estate Round 4 leasing areas and in the Celtic Sea.	
2.1.6	We note that paragraph 6 of the Applicant's REP3-016 states that no consideration has been given in the White Consultants Reports to the Marine Plan or the Welsh Government's decarbonisation targets. Please note, there is consideration of the draft Marine Plan (in preparation of the White Consultants Reports), including in section 5.4 of the Stage 1 report. As previously explained to the Applicant, the White Consultants Reports comprise technical guidance on seascape and visual impacts only and aim to inform the development of projects where impacts on designated landscapes could potentially be avoided, or minimised.	The Applicant has set out in REP3-016 (Applicant's Response to NRW REP1-080-3.1.24 to 3.1.25) the parts of the White Consultants Report that it has and has not been able to follow. Given the timing of the publication of the report after the AyM Area for Lease had been identified, and the limitations on siting of the project from the Crown Estate Extensions 2017 leasing rules, many of the suggested approaches to mitigation, which relate to the location of the site (which cannot be changed) cannot therefore be followed by the Applicant.
2.1.7	Paragraph 4 of the Applicant's REP3-016 queries whether the White Consultants Reports were subject to external consultation prior to issue. The White Consultants Reports were produced by a leading landscape/seascape consultant in the field, to provide transparency and as the most comprehensive available reference at the time on the specific issue of seascape and visual sensitivity to offshore windfarms and accepting this is an evolving subject. Whilst not directly peer reviewed by the industry, it has been informed by a digest and analysis of Seascape Landscape and Visual Impact Assessment (SLVIAs) prepared by consultants working for the industry and anticipated future trends such as increases in turbine height up to 350m as informed by the industry. The work was informed by and is complementary to the Offshore Energy Strategic Environmental Assessment (OESEA) background studies carried out for the Department for Business, Energy and Industrial Strategy, which explored	This is noted by the Applicant.

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	<p>UK/worldwide industry trends and analysed SLVIAs to inform buffer sizes. The OESEA continues to be applied by industry and various bodies and the recent OESEA Review and update of seascape and visual buffer study for offshore windfarms (BEIS (2020)2) has been consulted on with responses being generally supportive and the buffers not challenged (BEIS (20223) Section 2.9). The Whites Consultants Reports have been shared with consultants working on other windfarm projects and NRW understands that they are being used and applied in their assessments.</p>	
2.1.8	<p>Paragraph 15 of the Applicant's REP3-016 refers to the White Consultants' Reports' "...interpolation of the data for the likely impacts of taller WTGs" and comments that it is "...considered to be a big leap in the justification". We disagree with this statement and consider the approach taken in the White Consultants Reports to be reasonable and that the significant effects predicted by the White Consultants Report for Awel y Môr (which proposes to use such taller WTGs) are borne out in the actual SLVIA undertaken.</p>	<p>Paragraph 15 of the Applicant's REP3-016 refers to the basis of the White Consultant's conclusions on only two samples of evidence from previous studies where the conclusions are not necessarily representative and the use of wirelines along with distance to provide an interpolation of the findings for taller turbines, which is considered to be a simplistic approach. It does not take into account the specific factors such as those that led the magnitude of change assessed in the example SLVIAs, the cumulative context or the horizontal field of view affected, only relative height and distance.</p> <p>The White Consultants Report suggests on Figure 1 (page 27 of Stage 3 Report) that in order to have a low magnitude of change (and thereby non-significant effects on nationally designated landscapes), turbines of the scale proposed should be located at a distance of over 44 km from the coast.</p> <p>This suggested threshold for where significant effects may arise has not been borne out by the SLVIA undertaken. Significant effects have been assessed to arise out to a maximum of 32.4 km in the SLVIA (AS-027) at Carnedd Llewelyn (Viewpoint 10) in Eryri National Park. Whilst the SLVIA assessment for Snowdon Summit / Yr Wyddfa (Viewpoint 34) assesses the effects to be non-significant at 44.3 km this is insufficient evidence to suggest that the threshold of significant effects of turbines of up to 350 m, at 44 km, is borne out by the SLVIA as no viewpoints at intermediate distances were assessed.</p>
2.1.9	<p>Section 1.4 of the Applicant's REP3-016 concludes with the following statements:</p> <p><i>"The Applicant has considered the measures suggested by NRW in detail and has concluded that it is not possible to further minimise the effects of AyM following the 3-stage approach suggested and retain an economically viable and deliverable project. It is also apparent that even with a further reduction in</i></p>	<p>Please refer to the Applicant's response to point 2.1.1 above.</p>

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	<p><i>the extent of the AyM array area, the effects on some views from the Isle of Anglesey AONB and SNP are likely to remain significant".</i></p> <p>NRW is not in a position to advise the Examining Authority with respect to the economic viability of the project and the extent of further reductions that may be economically/technically feasible. As explained in our REP1-080, in view of the nature and significance of the impacts and the Applicant's position with respect to any further reduction in scale, NRW consider that the proposal would represent a substantial degree of harm to the Isle of Anglesey AONB and Eryri (Snowdonia) NP which we consider would conflict with the purpose of these designated landscapes.</p>	
2.2.1	<p>2.2 Flood Risk</p> <p>In paragraph 3.2.1 of our Deadline 1 submission [REP1-080] we highlighted that Applicant is seeking to disapply the requirement for a Flood Risk Activity Permit (FRAP) through the inclusion of Article 7 (c) of the draft DCO. In paragraph 3.2.4 of REP1-080 NRW made clear that it did not consent to the inclusion of Article 7(c) and provided its reasons.</p>	<p>The Applicant welcomes NRW's confirmation that it is giving consideration to the suggested DCO Requirement. The Applicant has included the draft DCO Requirement text within the Applicant's response to question ExQ2.7.2 within Document 5.4 of the Applicant's Deadline 5 submission.</p>
2.2.2	<p>We have reviewed the latest version of the draft DCO submitted at Deadline 3a [REP3a017] and note that Article 7(c), seeking to disapply the requirement for a FRAP, is still included. We have previously advised the Applicant that the draft DCO should be updated so as to remove this Article.</p>	
2.2.3	<p>However, on 25/1/2023, NRW received an email from the Applicant suggesting an additional DCO Requirement provision in seeking to address our concerns regarding the disapplication of the requirement for a FRAP. NRW will consider this information and update the Examining Authority accordingly.</p>	
2.3.1	<p>2.3 Water Framework Directive (Onshore)</p> <p>In paragraphs 3.3.1 – 3.3.7 (Annex A) of our Deadline 1 submission [REP1-080] we advised further information should be provided with respect to the watercourse crossing options. In paragraph 3.3.7 we acknowledged that the mechanism is in place to ensure that WFD impacts can be avoided (final Construction Method Statement to be approved by the discharging authority, in consultation with NRW (Requirement 10)). However, we also highlighted that in deferring this information to the post-consent stage, the Applicant should be</p>	<p>The Applicant welcomes this confirmation from NRW that the update addresses previous concerns. The Applicant confirms that the amended wording was within the updated outline CMS that was submitted at Deadline 4 (REP4-018).</p>

REFERENCE	NRW'S COMMENT	APPLICANT'S RESPONSE
	aware that some of the crossing methods proposed may not be appropriate, or acceptable, at certain locations.	
2.3.2	We have since held further discussions with the Applicant and the Applicant has proposed further updates to the Outline Construction Method Statement, a draft of which was shared with NRW on 19/1/2022. The draft includes the following statement: "The Applicant acknowledges and accepts there is a risk that some watercourse crossing techniques may not be acceptable to NRW following detailed design and further appraisal. Upon further investigation it may be determined that an open-cut solution is not acceptable to NRW and a trenchless crossing option may remain the only acceptable method". The draft also includes other minor amendments to remove reference to use of gabions/gabion mattresses as engineered reinstatement options.	
2.3.3	We advise that this would address previous concerns raised by NRW in paragraphs 3.3.1 – 3.3.7 (Annex A) of our REP1-080. We advise the Applicant submits the updated Outline CMS into the Examination.	

2.2 North Hoyle Wind Farm Limited

- 6 North Hoyle Wind Farm Limited (NHWFL) submitted a Deadline 4 submission (REP4-046) commenting on the Applicant's Deadline 3 representations.
- 7 Within this submission, NHWFL made the following comment:

"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 if agreement cannot be reached."
- 8 The Applicant notes NHWFL's position and confirms that a cable crossing agreement, which is standard industry practice for this type of work, is being negotiated and will adequately protect the interests of NHWFL. The Applicant does not consider that protective provisions are necessary in addition to a cable crossing agreement. The Applicant provided comments on the agreement to NHWFL on 30 November 2022 and no comments have yet been received in response.
- 9 NHWFL also provided further responses to the Applicant's comments made at Deadline 3 in response to comments made by NHWFL in regard to the Examining Authority's first written questions (ExQ1s).
- 10 The Applicant has commented on these responses in Table 2 below and notes that, similarly to NHWFL's submission, only the comments from Deadline 2 onwards have been included due to constraints of space.

Table 2: The Applicant's comments on NHWFL's further responses.

REF	EXA QUESTION	NHWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	NHWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
3.26	<p>Several Statutory Undertakers with offshore land and equipment interests (not included the BoR) have submitted a RR ([RR-018], [RR-019] and [RR-020]).</p> <p>The Applicant:</p> <p>a) Provide a progress report on negotiations with each of these Statutory Undertakers, with an estimate of the timescale for securing agreement with them;</p> <p>b) Indicate whether there are any envisaged impediments to the securing of such agreements; and</p> <p>c) State whether any additional Statutory Undertakers with offshore interests have been identified since the submission of the application.</p> <p>Statutory Undertakers:</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</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>	<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>Negotiations over the draft cable crossing agreement continue, using an industry-standard template previously employed by NHWFL. The Applicant awaits further comments from NHWFL on the draft cable crossing agreement. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement.</p>

REF	EXA QUESTION	NHWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	NHWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
	consider the wording as currently drafted to be appropriate.				
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]);	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.	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.	Negotiations over the draft cable crossing agreement continue, using an industry-standard template previously employed by NHWFL. The Applicant awaits further comments from NHWFL on the draft cable crossing agreement. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement.
3.28	NHWF 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.	This is noted 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.	This is welcomed by the Applicant.

REF	EXA QUESTION	NHWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	NHWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
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.	Negotiations over the draft cable crossing agreement continue, using an industry-standard template previously employed by NHWFL. The Applicant awaits further comments from NHWFL on the draft cable crossing agreement. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement.
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 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.	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	Negotiations over the draft cable crossing agreement continue, using an industry-standard template previously employed by NHWFL. The Applicant awaits further comments from NHWFL on the draft cable crossing agreement. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement.

REF	EXA QUESTION	NHWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	NHWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
4.11	<p>Outline Code of Construction Practice (oCoCP) Paragraph 9 of the oCoCP [APP-312] relates to the onshore elements of the Proposed Development only (i.e., landward of Mean High-Water Springs (MHWS)). Please provide a list of documents employed to manage the potential environmental impacts seaward of MHWS during preliminary works and construction works.</p>	<p>The 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>	<p>The Applicant has no further comments.</p>
4.23	<p>Safety Zones 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 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. 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</p>	<p>The position is noted and acceptable provided the issues in 11.3 and 11.4 are adequately addressed.</p>	<p>This is welcomed by the Applicant.</p>

REF	EXA QUESTION	NHWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	NHWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
			<p>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 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>		

REF	EXA QUESTION	NHWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	NHWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
			<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 successful coordination of export cable installation and maintenance activities in proximity to operational assets. The Applicant will use the same industry standard safety zone</p>		

REF	EXA QUESTION	NHWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	NHWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
			techniques as previously used in the construction and maintenance of these prior schemes.		
6.42	<p>Decommissioning</p> <p>R21 (1) refers to the onshore written scheme of decommissioning being submitted to and approved by the relevant planning 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>	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.	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.	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 crossing agreement and can be discussed further between the parties.	Negotiations over the draft cable crossing agreement continue, using an industry-standard template previously employed by NHWFL. The Applicant awaits further comments from NHWFL on the draft cable crossing agreement. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement which provides for NHWFL's approval of crossing method statement (which would cover both construction and decommissioning).
11.3	<p>Cable Burial Risk Assessment</p> <p>Please confirm when the Cable Burial Risk Assessment is to be completed and provide a high-level overview in respect of content.</p>	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).	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.	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.	Negotiations over the draft cable crossing agreement continue, using an industry-standard template previously employed by NHWFL. The Applicant awaits further comments from NHWFL on the draft cable crossing agreement. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately

REF	EXA QUESTION	NHWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	NHWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
					protected through the cable crossing agreement.
11.4	<p>Cable Specification and Installation Plan and Cable Route Burial Protocol</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>	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).	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.	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 essential so that NHWFL have adequate material to assess the proposed cable crossing.	Negotiations over the draft cable crossing agreement continue, using an industry-standard template previously employed by NHWFL. The Applicant awaits further comments from NHWFL on the draft cable crossing agreement. The Applicant considers that the interests of NHWFL in relation to their cable will be adequately protected through the cable crossing agreement.

2.3 Rhyl Flats Wind Farm Limited

11 Rhyl Flats Wind Farm Limited (RWFFL) submitted a Deadline 4 submission (REP4-047) commenting on the Applicant's Deadline 3 representations.

12 Within this submission, RWFFL made the following comment:

"Table 5 of REP3-002 sets out the Applicant's responses to the comments made by RWFFL at Deadline 2 on relevant representations. There are no additional substantive points raised in this table. The position of the Applicant that the proposed protective provisions will be sufficient to address the need for protective provisions and consent in terms of RWFFL's Crown Estate lease is understood. The acceptability of this approach depends on whether the protective provisions can be concluded in terms which are agreeable to the parties. Full agreement has not been reached (with the issue of wake loss still fundamentally in dispute) and it may be necessary for RWFFL to propose additional protective provisions if agreement cannot be reached."

13 The Applicant notes RWFFL's position and confirms that active discussions are ongoing to agree the protective provisions. The Applicant maintains its position with regards to wake loss as set out in response to ExQ1.3.27 (REP1-007) and in the Applicant's Deadline 3 comments on RWFFL's response to ExQ1.3.27 (REP3-002).

14 RWFFL also provided further responses to the Applicant's comments made at Deadline 3 in response to comments made by RWFFL in regard to the Examining Authorities first written questions (ExQ1s).

15 The Applicant has commented on these responses in Table 3 below and notes that similarly to RWFFL's submission, only the comments from Deadline 2 onwards have been included due to constraints of space.

16 Alongside this submission, RWFFL submitted a copy of an opinion letter from DNV (REP4-048). The letter reads as follows:

"Rhyl Flats Wind Farm Ltd have requested DNV to share a statement of its independent view on the expected wake impact of the proposed Awel Y Mor wind farm on the operational Rhyl Flats wind farm.

Considering the distance between the two wind farms, it is DNV's opinion that the construction of the Awel Y Mor wind farm will result in a tangible wake loss impact of the Rhyl Flats wind farm that should be considered. Based on DNV's experience in offshore wind farm wake modelling and validation work, DNV

expects the addition wake loss at the Rhyl Flats wind farm to be in the region of up to 2%.

To quantify these effects accurately, DNV recommend a wake impact assessment be carried out at the Rhyl Flats wind farm.”.

- 17 The Applicant notes that RFWFL has not provided any assessment or details to support the assertion that wake loss effects of AyM on Rhyl Flats will be 2% or the basis on which this calculation has been made. The Applicant is therefore unable to comment on this figure.

- 18 Notwithstanding the Applicant's position on wake loss and the applicability of paragraphs 2.6.176 – 2.6.188 of NPS EN-3 to other offshore wind farms which has been clearly set out in previous representations, the Applicant does not consider that 2% wake loss would be sufficient to affect the future viability of Rhyl Flats (see paragraph 2.6.185 of NPS EN-3). It should also be noted that RFWF does not claim any such effect would affect the future viability of the project. The wake loss figure is also irrelevant with regards to paragraph 2.6.184 of NPS EN-3. The Applicant has ensured that the site design of AyM minimises disruption or economic loss to other offshore wind farms 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.

Table 3: The Applicant's comments on RFWFL's further responses.

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
3.26	<p>Several Statutory Undertakers with offshore land and equipment interests (not included the BoR) have submitted a RR ([RR-018], [RR-019] and [RR-020]).</p> <p>The Applicant:</p> <p>a) Provide a progress report on negotiations with each of these Statutory Undertakers, with an estimate of the timescale for securing agreement with them;</p> <p>b) Indicate whether there are any envisaged impediments to the securing of such agreements; and</p> <p>c) State whether any additional Statutory Undertakers with offshore interests have been identified since the submission of the application.</p> <p>Statutory Undertakers:</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 as</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>	<p>Progress is being made with the Applicant in relation to protective provisions and these are under discussion between the parties. No progress has been made on the issue of wake loss which remains in dispute between the parties.</p>	<p>The Applicant confirms that active discussions are ongoing to agree the protective provisions. The Applicant maintains its position with regards the issue of wake loss as set out in response to ExQ1.3.27 (REP1-007) and in the Applicant's Deadline 3 comments on RFWFL's response to ExQ1.3.27 (REP3-002).</p>

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
	currently drafted to be appropriate.				
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) 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</p>	<p>(a) & (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.</p> <p>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</p>	<p>a) and b) The protective provisions are not yet fully in terms which are acceptable to RFWFL in order for them to provide their consent to the granting of the lease. It cannot be assumed that the existence of protective provisions means that RFWFL has given its consent to the lease. This will still require formal approval by RFWFL whether this is in the form of agreement or a letter of consent. This is not currently in place.</p> <p>c) RFWFL's position is set out in the response to Q3.27 at REP3-029. The TCE siting criteria are broad criteria and do not mean that a site outwith the TEC siting distances can be assumed to have no impacts on existing windfarms. It is for the Applicant to show this and they have not done so.</p> <p>The Applicant's interpretation of the NPS would mean that any from of offshore development that is not expressly "listed" in 2.6.176 does not require to go through the assessment process in that part of the NPS. Other</p>	<p>The Applicant confirms that active discussions are ongoing to agree the protective provisions. The Applicant maintains its position with regards the issue of The Crown Estate's siting criteria and wake loss as set out in response to ExQ1.3.27 (REP1-007) and in the Applicant's Deadline 3 comments on RFWFL's response to ExQ1.3.27 (REP3-002).</p> <p>For the reasons set out previously, the Applicant disagrees with RFWFL's interpretation of paragraph 2.6.176 and the subsequent paragraphs of NPS EN-3 that set out policy in relation to 'Offshore Wind Farm Impacts – oil, gas and other offshore infrastructure and activities'. Over the 13 paragraphs of this part of EN-3 the only mention of other electricity generating infrastructure is in paragraph 2.6.177 in relation to wave and tidal and carbon capture and storage. Given this single reference and the complete absence of any general reference to electricity generation projects or</p>

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
		<p>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 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</p>	<p>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 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>	<p>impacts on existing wind farms (other than wake loss) would similarly not need to be considered. Such an interpretation cannot be correct and contradicts the position taken by the Applicant on other aspects of RF where they have accepted the need to consider the impact of installing their cable on close proximity to the existing turbines. That demonstrates why impacts on existing wind farms need to be considered and that is what paragraphs 2.6.176 – 2.6.188 require. For this section not to apply to particular types of existing offshore infrastructure, there would need to be clear wording to that effect as the result would be that there is no policy requirement to address impacts. There is no such wording and the Applicant is seeking to imply wording that does not exist. In RFWFL's submission, the types of infrastructure listed in paragraph 2.6.176 are simply examples. It is not an exhaustive list. Existing offshore wind farms are included and impacts on them require to be assessed in terms of paragraphs 2.6.176 –</p>	<p>specifically other offshore wind farms the Applicant maintains that it cannot have been BEIS's intention for such projects to be included within this policy.</p> <p>There is also nothing in the NPS that requires the ExA or the SoS to consider wake loss as a relevant consideration. In so far as policy seeks to protect other offshore infrastructure (and noting the Applicant's position that this does not apply to RFWFL), it is through paragraph 2.6.185 where 'a proposed development is likely to affect the future viability or safety of an existing or approved/licenced offshore infrastructure or activity'. No question has, or can, be raised that AyM would affect the future viability of RFWFL. The Applicant has had discussions with RFWFL regarding its concerns about the impact of AyM, however there remains a fundamental difference between the parties as to the extent to which RFWFL is within the scope of the NPS. As set out above, it remains the Applicant's position that the NPS does not apply and therefore this is neither a relevant matter for the ExA and</p>

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
		<p>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 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</p>		<p>2.6.188. Wake loss is not a private commercial matter. It is an impact on the infrastructure of a statutory undertaker. Furthermore, if AyM would result in a reduction of power generation from a neighbouring generating station then this reduces the overall net contribution that the development would make to renewable energy targets. Regardless of how the NPS is interpreted, the issue of wake loss is still therefore an issue which the ExA must consider. RFWFL understands that the Applicant accepts that their development may have wake loss impacts on RF but they refuse to engage on this point or propose a mechanism for how such impacts can properly be assessed and addressed. In the absence of assessment by the Applicant, RFWFL have engaged DNV to provide an independent opinion on potential wake loss. This is attached as Appendix 1. It will be noted that DNV are of the opinion that, given the distances between the developments, construction of AyM will result in tangible wake</p>	<p>SoS in determining the AyM application, nor one that requires further mitigation beyond the TCE siting criteria. It also does not give rise to or trigger any right to compensation.</p>

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		<p>infrastructure which may be affected by an offshore wind proposal. This is clear from the wording of paragraph 2.6.176 – “the scale and location of future offshore wind development around England and Wales raises the likelihood of development being proposed in or close to areas where other offshore infrastructure, such as...” (emphasis added). There is no basis for interpreting EN-3 as being restricted to offshore 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</p>		<p>loss at RF. In their professional opinion, DNV expect the additional wake loss at RF to be in the region of up to 2%. They further recommend that a wake loss assessment be conducted. Over the remaining lifespan of RF, a 2% wake loss will have a substantial financial impact.</p>	

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
		<p>assess the impact of their proposal on RF (include impacts on wind energy yield). This work has not been undertaken and the ExA is therefore currently unable to satisfy itself in terms of paragraph 2.6.184 of EN-3. 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.</p>			
3.29	<p>Does Schedule 9 (Protective Provisions) Part 1 (Protection for electricity, gas, water and sewage undertakers) of [AS-014] apply both onshore and offshore?</p>	<p>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.</p>	<p>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,</p>	<p>The position is noted. Negotiations are continuing on the protective provisions but they are not yet agreed.</p>	<p>The Applicant confirms that active discussions are ongoing to agree the protective provisions.</p>

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
			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 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.	It is understood from this response that the applicant accepts that the consent of RFWFL is required in order for the lease to be granted. There is currently no agreement in place for the granting of this lease.	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 lease will be entered into after the DCO is granted.	It cannot be assumed that the existence of protective provisions means that RFWFL has given its consent to the lease. This will still require formal approval by RFWFL whether this is in the form of agreement or a letter of consent. This is not currently in place.	The Applicant confirms that active discussions are ongoing to agree the protective provisions.
4.11	Outline Code of Construction Practice (oCoCP) Paragraph 9 of the oCoCP [APP-312] relates to the onshore elements of the Proposed Development only (i.e., landward of Mean High-Water Springs (MHWS)). Please provide a list of documents employed	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.	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	The position is noted.	The Applicant has no further comment.

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
	to manage the potential environmental impacts seaward of MHWS during preliminary works and construction works.		Document presents a summary of the mitigation plans and details anticipated to be contained within the Marine Licences (REP2-022).		
4.23	<p>Safety Zones</p> <p>Please can you confirm the 500 metres safety zones during construction are within the OL?</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 (RFWFL). 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</p>	<p>The position is noted.</p>	<p>The Applicant has no further comment.</p>

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
			<p>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 and spatial extents and considered to be in line with the stand-off distance that a vessel operating good</p>		

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
			<p>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>		
6.23	R2, Table 3 – this sets out the maximum parameters of Maximum Design Scenario (MDS) A and MDS B. Given this: a) Would it allow for the maximum parameters for each scenario to be constructed (e.g. 50 turbines at a height of	RFWFL may require to make further submissions on design parameters depending on how discussions progress with the applicant.	This is noted by the Applicant.	Discussions are still progressing and the position of RFWFL is reserved on design parameters	This is noted by the Applicant.

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
	332 metres)? 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?				
6.42	Decommissioning 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.	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.	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.	The close proximity of the cable to the infrastructure of RF may increase RFWFL's decommissioning costs. The increased costs would be as a result of the Applicant's works. It is not unreasonable for these costs to be met by the Applicant.	The Applicant will respond to RFWFL on this point when it reverts with further comments on the protective provisions.
11.3	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.	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.	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.	RFWFL is not asking to approve the CBRA. They are just asking that the approved CBRA is submitted to them as part of the package of materials which needs to be submitted to them when seeking consent.	This is noted by the Applicant.
11.4	Cable Specification and Installation Plan and Cable Route Burial Protocol	RFWFL would wish to see the approved Protocol when proposals for works are	The Applicant has responded to RFWFL on comments raised on the draft protective provisions.	RFWFL is not asking to approve the CRBP. They are just asking that the approved CRBP is	This is noted by the Applicant.

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
	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.	submitted for their approval in terms of the protective provisions. This will require further adjustment of the 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.	submitted to them as part of the package of materials which needs to be submitted to them when seeking consent.	
16.7	<p>Site Selection</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. Please confirm:</p> <p>a) the distance between the proposed development and</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>	<p>a) Please see further comments on Q1.3.27(c) above, (b) No further comment.</p>	<p>The Applicant maintains its position with regards the issue of The Crown Estate's siting criteria and wake loss as set out in response to ExQ1.3.27 (REP1-007) and in the Applicant's Deadline 3 comments on RFWFL's response to ExQ1.3.27 (REP3-002).</p>

REF	EXA QUESTION	RFWFL DEADLINE 2 RESPONSE	APPLICANT'S DEADLINE 3 RESPONSE	RFWFL'S DEADLINE 4 RESPONSE	APPLICANT'S DEADLINE 5 RESPONSE
	Rhyl Flats b) whether Rhyl Flats is operated by RWE.				

3 Additional Submissions

3.1 Trustees of the Bodrhyddan Estate Maintenance Fund and Bodrhyddan Farming Company Ltd

- 19 An email from the Trustees of the Bodrhyddan Estate Maintenance Fund and Bodrhyddan Farming Company Ltd was accepted into the examination at the discretion of the ExA as an additional submission on 25 January 2023 (AS-048).
- 20 The Applicant notes that this email is dated 06 October 2022 and notes that discussions have occurred with the Trustees of the Bodrhyddan Estate Maintenance Fund and Bodrhyddan Farming Company Ltd since that date (see also the Update on Negotiations with Landowners Occupiers Statutory Undertakers and Other Utilities in Document 5.16 of the Applicant's Deadline 5 submission).
- 21 The Applicant has responded to the points raised by the Trustees of the Bodrhyddan Estate Maintenance Fund and Bodrhyddan Farming Company Ltd in Table 4 below.

Table 4: The Applicant's comments on the Trustees of the Bodrhyddan Estate Maintenance Fund and Bodrhyddan Farming Company Ltd's additional submission.

THE TRUSTEES OF THE BODRHYDDAN ESTATE MAINTENANCE FUND AND BODRHYDDAN FARMING COMPANY LTD'S COMMENT	APPLICANT'S COMMENT
<p>The onshore cabling route crosses Bryn Cwnin Farm east of the A525. This is in the ownership and occupation of our clients the Bodrhyddan Estate Maintenance Fund and the Bodrhyddan Farming Company Limited respectively, please use this email address to notify us of key developments as the applicant's agents are failing to do this.</p>	<p>As detailed in the Update on Negotiation with Landowners, Occupiers and Statutory Undertakers and Other Utilities (Document 5.16 of the Applicant's Deadline 5 submission), the Applicant's appointed agents are in ongoing discussions with the respondent's appointed agent in relation to the land rights sought by the Applicant including, in particular, the temporary occupation of Environmental Mitigation Areas. While the focus of these discussions has been and will continue to be on the constructive negotiation of land rights, reasonable endeavours have and will continue to be made to keep the respondent up to date with key developments with the project in his capacity both as Trustee and appointed land agent.</p>
<p>With regard to the Category 6 Environmental Statement Volume 3 Chapter 13 Onshore Conclusions we specifically object to 13.3.6 where it is stated that the residual effect of the impact upon soil quality is minor adverse (not significant) the method of working and the satisfactory working methods of separating topsoil and subsoil are critical to minimizing the soil quality degradation. No assurances have been given that sufficient care and attention will be given to this matter. The land is best and most versatile (BMV) so degradation and loss from agricultural use for perceived environmental gain is critical and appears contrary to Welsh Government policy on BMV land.</p>	<p>The Applicant has provided an outline Soil Management Plan (SMP), that includes measures to prevent the mixing topsoil and subsoil alongside methods of soil handling and restoration, all of which will be informed by pre-construction soil condition surveys (Document 5.13 of the Applicant's Deadline 5 submission; Application reference 8.13.4). The final SMP will be developed based upon the detailed scheme design and informed by the surveys and submitted for approval by DCC in consultation with the Welsh Government under DCO Requirement 10.</p> <p>During Examination, the Applicant has made a number of updates to the outline SMP in response to feedback from the Welsh Government and understands the Welsh Government is content that temporary impacts to soils along the cable corridor can be adequately mitigation through the SMP.</p> <p>The Applicant acknowledges the cable route does pass through land that is predicted to be BMV but notes that impacts on best and most versatile land have been minimised where possible through site selection and the future adherence to the SMP. Whilst there is predicted to be a temporary impact upon agricultural land during the construction phase of the onshore cable works, the reinstatement of land above the buried cable will allow agricultural cultivation to re-commence once the cable has been installed.</p> <p>The Applicant considered BMV though consideration of ALC grades within the appraisal of 'Land use' when undertaking its BRAG analysis of long-list and short-list options for the onshore ECC and OnSS (see section 4.11 of ES Volume 1, Chapter 4: Site Selection and Alternatives (APP-044)). The BRAG Analysis included consideration of a number of other environmental and engineering constraints and noting that much of</p>

THE TRUSTEES OF THE BODRHYDDAN ESTATE MAINTENANCE FUND AND BODRHYDDAN FARMING COMPANY LTD'S COMMENT	APPLICANT'S COMMENT
	<p>the land to the south east of Rhyl, and to the north and west of St Asaph Business Park is classed as BMV and therefore the ability to avoid use of BMV land is limited.</p> <p>The routing of the onshore ECC gave consideration to a number of environmental and engineering factors in deriving the route between landfall and substation. Given the abundance of BMV within land to the south east of Rhyl, it is not feasible or practical that the route could be diverted to avoid BMV land in this area.</p> <p>The onshore ECC avoids all ALC Grade 1 land (albeit there is an operational access within Grade 1, however, this comprises use of an existing track within the Grade 1 area). The onshore ECC interacts with Grade 2 land around Bryn Cwnin Farm, where the ECC passes through the gap between Rhyl and Rhuddlan and also on the south western bank of the River Clwyd. At Bryn Cwnin the ALC grade 2 land extends eastwards to ALC Grade 1 land so avoiding interaction with ALC grade 2 is unavoidable if Grade 1 land is to be avoided. There are also areas of ancient woodland, residential properties, watercourses and ponds known to contain great crested newt in this area that a more southerly route would interact with.</p>
<p>Under 13.3.8 Beaumaris, Conwy and Penrhyn Castles are referred to yet Rhuddlan Castle which is most closely affected by the works is not mentioned which appears to demonstrate a lack of attention and brings into question the validity of the conclusions in the whole section.</p>	<p>Rhuddlan Castle is considered in ES Volume 5, Annex 8.2: Scoping Exercise for Indirect Effects Assessment (APP-144) both as a Scheduled Monument (record Number FL004), and as a Listed Building (record number 14977). The Castle was scoped out of the assessment as the onshore elements of AyM would not affect the setting of the Castle which is primarily related to the town and adjacent river</p>
<p>Generally, there has been a lack of constructive engagement with landowners along the onshore cable route and elements have been presented at a late stage causing objection which could easily have been avoided.</p>	<p>The Applicant does not agree that there has been a lack of engagement with landowners along the onshore cable route. As noted above, correspondence and discussions are ongoing and is detailed in the Update on Negotiation with Landowners, Occupiers and Statutory Undertakers and Other Utilities (Document 5.16 of the Applicant's Deadline 5 submission).</p>



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