DEADLINE 8

RHYL FLATS WINDFARM LIMITED – RESPONSE TO DEADLINE 7 SUBMISSIONS

Table 1 – Response to Applicant's Response to the Examining Authority's Third Written Questions [REP-7-004]

Question Number	Addressed to	Question	Applicant Deadline 7 Response	RFWFL Deadline 8 Response
3.6	Applicant	Negotiations For ease of reference, and notwithstanding they are not included within the BoR, it would be helpful for the Applicant to include a separate section within the negotiations document [REP6-016] detailing negotiations with North Hoyle Wind Farm Ltd and Rhyl Flats Wind Farm Ltd.	The Applicant does not consider it is appropriate to include North Hoyle Wind Farm Ltd (NHWFL) and Rhyl Flats Wind Farm Ltd (RFWFL) in the negotiations document on the basis that no land interests are being affected. The Applicant has instead summarised the latest position on negotiations with NHWFL and RFWFL in a separate document submitted at Deadline 7 (Document 7.29 of the Applicant's Deadline 7 submission). An updated version of this document will be submitted at Deadline 8.	RFWFL notes that a separate document has been prepared in relation to negotiations between RFWFL and the Applicant. Comments are included in Table 4.
3.19	Applicant, Rhyl Flats Wind Farm Limited (RFWF)	Wake effects The ExA notes all representations put forward by the Applicant and RFWF in respect of wake effects. To the Applicant:	a) There is no express mention of wake loss effects in any of the National Policy Statements (NPS) including NPS EN-3. It has also not been included in any of the draft NPSs. As noted in the Applicant's comments on the response to ExQ2.3.8 (REP6-003), other offshore wind farm (OWF) operators are referred to in the NPS tracker in relation to	a) It is clear that the references in the NPS Tracker to compliance with the NPS in relation to offshore wind farms is not limited to reference to good practice on consultation. The whole purpose of the Tracker table is to demonstrate how the project has complied with the NPS. The reference to consultation here is to demonstrate that the Applicant has complied with the consultation requirements with affected offshore

		a) Please set out in detail your views on the relevance of NPS EN-3 paragraphs 2.6.176 – 2.6.188 to the Proposed Development (noting that you suggest in [REP1-007] and REP5- 003] that they are not relevant, though make reference to consultation with 'other offshorewind farm operators' as potentially affected stakeholders within the relevant section of the NPS Tracker [REP3-003] relating to these NPS paragraphs); b) Please confirm and summarise the potential wake effect and socioeconomics assessment undertaken to meet Regulation 5 (2)(a) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017. If this assessment has not been undertaken, please provide justification and relevant evidence; c) Please confirm and summarise your approach to NPS EN-1, paragraph 5.12.2,	paragraphs 2.6.180 and 2.6.181 of EN-3 because the Applicant undertook consultation with other OWF operators in the pre-application stage. However, this reference in the NPS Tracker does not imply that the Applicant considers paragraphs 2.6.176 – 2.6.188 of EN-3 to apply to other OWFs. It merely confirms that consultation took place which is considered to be best practice. The Applicant does not consider that paragraphs 2.6.176 – 2.6.188 of EN-3 apply to other OWFs for the following reasons: The title of the section (Oil, gas and other offshore infrastructure and activities) denotes that the intention is for the policy to cover other offshore sectors such as oil and gas. If it was intended to apply to other OWFs, then the title of this section could be left as being 'Other offshore infrastructure and activities' or would expressly include reference to other OWFs. • The wording of paragraph 2.6.176 which suggests that 'other offshore infrastructure' includes telecommunications cables, oil and gas pipelines or exploration/ drilling or marine aggregate dredging, further indicates that another OWF would not fall within this category. The drafting of the NPS could have easily kept this to be more open or expressly included other OWFs or electricity generators had this been intended.	operators, including operating of existing offshore wind farms. It is not a generic reference to good practice. Furthermore, the Tracker makes express reference to paragraph 2.6.179 of NPD-EN-3 and explains how Chapter 12 of the ES assesses impacts on other marine operators. Chapter 12 includes the assessment of impacts on existing offshore wind projects. Reference to this section of the ES is relevant because the Tracker was clearly seeking to demonstrate compliance with the NPS on this point, including in relation to existing offshore wind. In relation to the points made by the Applicant on 2.6.176—2.6.188, RFWFL would comment as follows:- • The title of the section does not just cover oil and gas and is clearly intended to cover other types of offshore infrastructure which may interact with offshore wind. There is no logical reason why the title would cover offshore wind any more than any other type of offshore infrastructure. The lack of reference to offshore wind in the title is of no consequence. • The Applicant appears to suggest that it is not just existing offshore windfarms that are excluded from this section of the NPS but any existing electricity generation development. This would have serious implications for how the compatibility of existing and new offshore

		where if the project is likely to have socio-economic impacts at local or regional levels, the applicant should undertake and include in their application an assessment of these impacts as part of the ES (see Section 4.2); d) Do you consider there could be potential for wake effects on the operation of RFWF? If not, why not?; and e) If so, would you be willing to undertake an assessment of this? To RFWF: f) What is the remaining operation period of RFWF / when is RFWF due to be decommissioned? g) [REP4-048] states that the construction of Awel y Môr would result in a tangible wake loss at Rhyl Flats wind farm of (in the region of) 2%. Is his figure a percentage loss of energy generation from RFWF and in the absence of a	• Paragraph 2.6.184 of EN-3 is a key policy test cited by RFWFL which relates to avoiding or minimising disruption or economic loss to 'other offshore industries'. The Applicant considers that reference to 'other offshore industries' rather than other offshore infrastructure or activities is further evidence that this section is aimed at other sectors, not offshore electricity generation, which is all part of the same 'industry'. • Had it been the government's intention for these paragraphs to apply to other OWFs this would have been expressly stated given the resulting implications for new development. Had the intention been for consideration of wake loss or the requirement for compensation to be covered by these paragraphs quite simply there would have been direct reference to this – which as the Applicant has previously stated there is not. b) Regulation 5(2)(a) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 relates to impacts on population and human health. These matters have been assessed in the Public Health chapter of the ES (APP-073). Regulation 5(2)(a) is not considered to be relevant to socio-economic matters which are considered in Volume 3 Chapter 3 of the Environmental Statement. The Applicant does not consider that any factors listed in Regulation 5(2) require a wake loss assessment to be undertaken and no	electricity generation operations would be treated in terms of the NPS. For example, there would be no requirement in terms of the NPS to assess the impact of a proposed offshore wind farm on offshore infrastructure associated with a nuclear power station. That cannot have been the policy intention and is not a credible interpretation of the policy. • The Appellant's interpretation is contradicted by paragraph 2.6.177 of NPS-EN-3 which acknowledges the potential for other offshore technologies (such as wave and tidal power and carbon storage) to interact with offshore wind farms. Contrary to what the Appellant submits, paragraph 2.6.177 (when properly read with the rest of this section) clearly contemplates that the impacts of a proposed offshore wind farm on existing offshore energy development will require to be assessed. Again, it needs to be recognised that the types of development referred to in paragraph 2.6.177 are simply examples of the sorts of technology that may interact with an offshore wind farm. (The paragraph uses the phrase "such as.."). It is not an exhaustive list and could include other offshore technologies including other forms of marine renewable energy generation such as offshore wind. • The Applicant's interpretation of this section of the NPS that it is intended to refer to industries other than energy generation is

		wake loss assessment how was this figure calculated?; and h) With reference to NPS EN-3 paragraph 2.6.185, do you consider that this wake loss would be likely to affect the future viability of RFWF? To the Applicant and RFWF: i) Please comment on whether NPS EN-3 paragraph 2.6.188 (and draft NPS EN-3 paragraph 2.34.8) would offer a possible solution to the wake effect dispute and if so, please provide some suggested wording for such a requirement; and j) RFWF suggests potential for up to 2% wake loss as a result of the Proposed Development. Having regard to the remaining operational period of RFWF and any potential effects on its electrical output as a result of such a wake loss, to what degree might this affect the benefits that the Proposed Development could	representations were made regarding this in the Scoping Opinion in response to the Applicant's EIA scoping request (APP-295). Impacts to other offshore infrastructure (including other offshore wind farms) are considered in the Other Marine Users and Activities chapter of the ES (APP-058), considering the potential impacts of physical overlap of infrastructure (such as cables), and increased vessel traffic which could interact with operations at other wind farms. These impacts are assessed on the basis that they could impact operations at other offshore wind farms, rather than their commercial output. The Scoping Opinion (APP-295) advised (and APP-058 has assessed) that the EIA should consider construction phase effects because of the potential interaction between construction activities and other offshore wind farms (Scoping ID: 4.12.2); and operation phase effects in the context of the potential for maintenance activities to impact operations at other offshore wind farms (Scoping ID: 4.12.9). The Applicant has undertaken a review of other applications for offshore wind farms and has not found precedent of the consideration of the commercial implications of wake loss effects in EIA terms, and this was not requested to be assessed in the Scoping Opinion (APP-295). c) The Applicant has set out its approach to paragraph 5.12.2 of NPS EN-1 in the National Policy Tracker (REP3-003). The Applicant does not	therefore not borne out by the wording of paragraph 2.6.177. The Applicant's approach relies on an overly-legalistic interpretation of policy which would give rise to nonsensical results. • The NPS does not provide detailed guidance on potential types of impact. It is therefore not surprising that there is no specific reference to wake loss impact because neither are there references to other types of impact. There is no reason why the NPS would single out wake loss in this way when it does not do so for other types of impact on existing offshore infrastructure. The lack of reference to wake loss is therefore of no consequence. b) The ExA raises an interesting point regarding socio-economic impacts. It appears to RFWFL that wake loss impacts are potentially capable of being socio-economic impacts. It is noted that ID 4.21.3 of the scoping report (APP-295) did not consider that sufficient evidence had been provided to scope economic impacts out of the ES and provided that the Applicant should make every effort to agree the assessment with consultation bodies. c) RFWFL disagrees with the Applicant's assertion that wake loss effects are not protected by policy. A wake loss effect is an impact on existing offshore infrastructure which requires to be assessed in terms of paragraphs 2.6.176 – 2.6.188. The Applicant's approach to socio-economic impacts on predicated on

		provide in terms of electrical output / renewable energy over its lifetime?	consider that potential wake loss effects on other OWFs are matters that are protected by policy or socio-economic impacts that should be considered as part of an EIA. d) The Applicant has never asserted that the presence of AyM would have no impact whatsoever on RFWF. It is a feature of offshore wind development that all new OWFs will have a potential wake effect on existing OWF's, including those that may be tens or even hundreds of kilometers apart. It is the Applicant's case that this matter is appropriately regulated through the TCE leasing process by adherence to TCE's siting criteria for new OWF development (which AyM complies with). Without prejudice to the Applicant's position that wake loss is not a matter that is required by NPS paragraph 2.6.184 to be addressed by applicants for new OWF development, in any event AyM has been designed to minimise its impact on all offshore infrastructure, including other OWFs, as set out in response to ExQ1.3.27 (REP1-007) and comments on RFWFL's submissions (REP3- 002 and REP5-003). e) The Applicant does not consider that it is necessary for a wake loss assessment to be undertaken on the basis that it is not required by policy and that TCE's siting criteria for OWFs dictates the location of the AyM wind turbine generators	the basis that assessment of wake loss is not required. If that position is wrong (as RFWFL say it is) then this would appear to undermine the Applicant's approach to socio-economic impacts. (d) It is noted that, in response to (j) the applicant has not disputed the maximum 2% wake loss figure suggested by DNV. It is also noted that, in response to (j) that the Applicant states that the wake impact (incorrected noted as the impact of RFWL on AYM but presumably the opposite) has already been taken into account in their calculation of the proposed development electrical output. Clearly then, the Applicant must have undertaken a wake loss assessment in order to carry out this calculation. This assessment should have been provided to the ExA as requested in response to 3.19(d). We are not talking about a wind farm which is tens or hundreds of kilometers away from the proposed development. RFWFL's position is that the AYM would have a tangible wake loss effect which would impact on the economics of RF. This position is backed by the statement from DNV which is not challenged by the Applicant and the Applicant has now acknowledged that their assessment of the electrical output from the proposed development includes wake loss impact thereby apparently confirming that they accept that there will be a tangible wake loss impact. The Applicant refers to the Crown Estate leasing criteria "regulating the relationship" between new and offshore wind farm and existing offshore wind

			(WTGs). In any event, to undertake an assessment based on the maximum design scenario would be overly precautionary as the number, layout and height of the WTGs have not been determined, and would therefore not be a sound basis on which to reach any conclusions regarding wake loss effects. f) N/A - Addressed to RFWF. g) N/A - Addressed to RFWF. h) N/A - Addressed to RFWF. i) The Applicant does not consider that it would be appropriate for arbitration to be used in relation to the wake loss dispute between the Applicant and RFWFL. The key issue in dispute relates to the interpretation of the NPS and whether wake loss effects are a relevant consideration in determining the AyM application. The Applicant considers that the correct interpretation of the NPS is a matter for the Examining Authority and Secretary of State and one that is not appropriate to be determined by an arbitrator. Therefore, paragraph 2.6.188 of NPS EN-3 does not offer an appropriate solution to resolving the wake loss dispute given the Applicant's clear position in response to sub-question (a) that the relevant NPS policies do not apply in these circumstances and that, without prejudice to that position, even if the Examining Authority and Secretary of State conclude that the policies are engaged, the Applicant has complied with the policies by minimising the impact on RFWF and there	farms. As per RFWFL's deadline 5 submissions (REP5-041), the position of the Crown Estate here cannot be considered to be that of a regulator. The Crown Estate's submission (REP7-060) confirms that whilst the buffer zone takes matters such as wake loss into account, it is a "commercial arrangement." It is not a regulatory process akin to Environment Agency licencing. There is simply no basis for assuming that Crown Estate leasing will adequately cover impacts on existing offshore interests. The buffer zone is clearly aimed at avoiding large scale impact but it is a blunt instrument. Site specific impacts still require to be assessed by the Applicant and considered by the Secretary of State. There is no evidence before the examination of how the Applicant has sought to reduce wake loss impact other than by reference to the Crown Estate licensing criteria which, as explained above, is not sufficient. e) The TCE siting criteria do not dictate the location of AYM's turbines. They simply set a minimum buffer from existing operations. It is then for the Applicant to assess the site specific impacts to ensure that the turbines are appropriately sited. RFWFL have explained in their submissions to date why a wake loss assessment is required. The Applicant suggests that an assessment based on the maximum design scenario would not be sound. However, it is standard practice to base an assessment on the maximum parameters as this provides the worst case scenario for the assessment of impacts. The

			would therefore be no need, and thus no justification for a requirement providing for the matter to be addressed by arbitration. j) For the reasons set out below, any wake impacts on RFWF will be minimal – on RFWF's own assessment a maximum of 2% - and will have no appreciable impact on the very substantial benefits that AyM will provide in terms of renewable generation capacity. As set out in the Applicant's Planning Statement (APP-298), AyM will produce sufficient electricity to power approximately 500,000 UK homes. The wake impact that RFWF has upon AyM has already been considered in the calculation of the Proposed Development's predicted electrical output and hence RFWF does not affect the renewable energy benefits of AyM that have been assessed in the Environmental Statement. The Applicant understands RFWF produces sufficient electricity to power approximately 61,000 households. In (REP4-048) DNV states that it expects the wake loss at RFWF to be "in the region of up to 2%" and acknowledges that further assessment is required to establish a more accurate figure. As the Applicant has previously explained, an assessment based on the maximum design scenario would not be accurate and would be overly precautionary as	Applicant's position on this is difficult to understand given that, in response to 9j), they say that wake loss impact has been taken into account in the calculation of the proposed development electrical output. Presumably, the Applicant must have considered that their assessment of wake loss was sufficiently sound for the purpose of this calculation. There is therefore no reason why it should not be made available to the ExA as requested. f) No comment required g) No comment required h) No comment required. i) The dispute in wake loss is not limited simply to the interpretation of the NPS. RFWFL submit that the required to consider wake loss arises more generally from the a requirement to consider the impact of the proposed development on the infrastructure of a statutory infrastructure. That said, given the terms of section 104 of the Planning Act 2008, the interpretation of NPS-EN3 is clearly of central importance in this case. RFWFL agrees with the Applicant that the application of 2.6.176 – 2.6.188 requires to be determined by the Secretary of State and is not a matter which is suitable for arbitration. RFWFL disagrees with the Applicant's proposition that, in the event that this section of the NPS applies,

			the final array design and choice of wind turbine generators has not been determined. As confirmed in its responses to RFWFL, the Applicant does not contest RFWF's 2% maximum figure but considers that the actual wake impact may well be appreciably less than this figure and that it remains within the current level of operating variability (i.e. the natural variability of wind speed that the wind farm already experiences each year). The potential wake impact of AyM on RFWF must also be considered in the light of the very limited operational overlap between the two projects, which further underlines that AyM will have no appreciable impact on RFWF and in turn that any wake impacts will not detract from the very substantial benefits of the Proposed Development. According to a company report from RFWFL, RFWF has a "project life" of 23 years and this is also the "estimated useful economic life". RFWF was officially opened in 2009 and hence may be decommissioned by 2032. As set out in paragraph 38 of the Onshore Project Description Chapter of the ES (APP-062) the Applicant's objective is for AyM to be fully operational and commissioned by 2030, which would mean a maximum two-year overlap with RFWF's anticipated operational and useful economic life.Whilst it is acknowledged that some wind farms have extended their lifetimes, it is evident that the potential impact of the Proposed	they have shown that have minimised the impact on RFWFL. There is no evidence before the examination to demonstrate this. On the assumption that the Secretary of State agrees that wake loss impact does require to be addressed then where arbitration might be relevant is in relation to the assessment of that impact and determination of appropriate mitigation or compensation. In the absence of any proposals from the applicant, RFWFL has drafted an additional requirement to deal with wake loss. This would require a methodology for assessment of wake loss to be agreed with RFWFL. The assessment would then be carried out in terms of the agreed methodology and compensation paid for loss of revenue. Any dispute arising would be addressed in terms of the arbitration provisions of the DCO. j) A 2% wake loss is not considered to be minimal. It would be a tangible effect which would impact on the economics of RFWFL, particularly in the later years of the wind farm when subsidy is no longer available. RFWFL have proposed a mechanism to address wake loss with a compensation mechanism. In the event that there is no tangible impact then there would be no liability to compensate. It is noted that the Applicant states that the wake impact (incorrected noted as the impact of RFWL on AYM but presumably the opposite) has already been taken into account in their calculation of the proposed

			Development on RFWF is both minor and relatively brief, whilst the very substantial benefits of the Proposed Development will continue to be delivered for many years after RFWF has decommissioned. As the Applicant set out in comments on the response to ExQ2.3.8 (REP6-003) there is nothing in the Energy NPSs (either extant or revised draft) or other policy to prevent an OWF from being developed in the vicinity of another OWF. The only control that currently exists is through The Crown Estate's leasing process where buffers are built in to ensure appropriate separation between OWFs, which as explained above AyM complies with. There is also nothing in policy that says that the performance of an existing wind farm (either onshore or offshore) is a protected factor. In fact, there is no policy that says anything about minimum or acceptable performance levels for existing generation assets, including wind farms, as it is recognized that the performance of an offshore wind farm is inherently variable. It is also the case that all wind farms that are in proximity to each other will have a degree of wake effect.	development electrical output. Clearly then, the Applicant must have undertaken a wake loss assessment in order to carry out this calculation. The Applicant therefore appears to accept that there will be a tangible wake loss caused to RF but has not provided a quantification of this impact. This assessment should be provided to the ExA. It is also noted that the Applicant does not contest the 2% maximum figure produced by DNV. This figure has been based on the expected implications of the development which the Applicant has applied for. The Applicant suggests that an assessment based on the maximum design scenario would not be sound. However, it is standard practice to base an assessment on the maximum parameters as this provides the worst case scenario for the assessment of impacts. The Applicant's position on this is difficult to understand given that they say that wake loss impact has been taken into account in the calculation of the proposed development electrical output. Presumably, the Applicant must have considered that their assessment of wake loss was sufficiently sound for the purpose of this calculation. The Applicant suggests that the actual wake loss figure may be appreciably less than the 2% figure and within the current level of operating variability. This is considered to be misleading. Wake loss will be an additional issue on top of wind variability. The overlap between the projects is not considered to be "very limited." RFWFL have carried out an

				independent structural assessment of their development and the expected operational life is expected to be a minimum of 30 years with a potential 12 years of overlap with the operations of the proposed development. A 2% wake loss would amount to 5,700MHh per annum which cannot reasonably be regarded as “minor.” As per RFWFL’s deadline 5 submissions (REP5-041), the position of the Crown Estate here cannot be considered to be that of a regulator. The Crown Estate’s submission (REP7-060) confirms that whilst the buffer zone takes matters such as wake loss into account, it is a “commercial arrangement.” It is not a regulatory process akin to Environment Agency licencing. There is simply no basis for assuming that Crown Estate leasing will adequately cover impacts on existing offshore interests. The buffer zone is clearly aimed at avoiding large scale impact but it is a blunt instrument. Site specific impacts still require to be assessed by the Applicant and considered by the Secretary of State. The Energy NPS requires that impacts on existing offshore infrastructure are assessed. The NPS does not provide detailed guidance on the assessment of particular impacts. The lack of reference to wake loss within the NPS is therefore of no consequence. In RFWFL’s experience, the normal practice is to seek to agree wake loss impacts and mitigation with affected operators in advance of the application which avoids the need for the issue to be debated during the examination process. It is the Applicant’s refusal to

				follow this practice that has given rise to the need for this point to be debated at length.
3.20	Applicant, RFWF	Protective Provisions Notwithstanding wake loss matters, please clarify: a) Whether you expect agreement to be reached on protective provisions before the close of the Examination on all other matters b) The main areas of outstanding disagreement; c) Implications for the Proposed development should protective provisions not be agreed; and d) Approaches open to the ExA should protective provisions not be agreed.	a) The Applicant and RFWFL are continuing active discussions in relation to the protective provisions and hope that an agreed position on the majority of points in the protective provisions can be reached before the end of the Examination. b) Other than the wake loss provision, the Applicant and RFWFL have agreed the majority of points relating to the protective provisions. The main outstanding point of disagreement relates to the indemnity provision and whether the indemnity provided to RFWFL under the protective provisions should be capped. c and d) Should protective provisions not be agreed by the close of the Examination, the Applicant intends to submit its preferred set of protective provisions in the final version of the dDCO at Deadline 8. It is anticipated that RFWFL will also submit its preferred set of protective provisions to the ExA. It will then be open for the ExA to recommend that either set of protective provisions (or another form of protective provisions) is included in the DCO should it be granted by the Secretary of State. The Applicant and RFWFL will continue to negotiate the protective provisions after the close of the Examination and will submit any agreed set of protective provisions to the Secretary of State to take into consideration when making the final decision.	Agreement has now been reached on the terms of the protective provisions (with the exception of wake loss). It is understood that the Applicant will include the agreed provisions in the version of the DCO to be lodged at Deadline 8.

Table 2 – Response to Crown Estate Response to the Examining Authority's Third Written Questions [REP7-060

Question Number	Addressed to	Crown Estate Deadline 7 Response	RFWFL deadline 8 Response
3.3.21	Crown Estate	The 5km buffer/"stand-off" between wind farms (unless developers consent to closer proximity) isa commercial arrangement to enable developers to develop, operate and maintain wind farms by allowing for a range of factors including amongst other matters, wake effects, navigation and safety. The location of a wind farm within an area of seabed leased from The Crown Estate is for developers to decide and design for, subject to obtaining the necessary consents and The Crown Estate's approval	The Crown Estate's submission (REP7-060) confirms that whilst the buffer zone takes matters such as wake loss into account, it is a "commercial arrangement." The location of a windfarm within the leased area if for the developer to design and is subject to the necessary consents. The Crown estate leasing process is not a regulatory process akin to Environment Agency licencing (see RFWFL's deadline 5 submissions (REP5-041). There is simply no basis for assuming that Crown Estate leasing will adequately cover impacts on existing offshore interests. The buffer zone is clearly aimed at avoiding large scale impact but it is a blunt instrument. Site specific impacts still require to be assessed by the Applicant and considered by the Secretary of State.

Table 3 – Response to Applicant's Comments on Submissions Received at Deadline 6 [REP7-003]

Applicant Deadline 7 Submission	RFWFL Deadline 8 Response
Rhyl Flats Wind Farm Limited (RFWFL) submitted a document at Deadline 6 (REP6-050) addressing a number of topics. The Applicant notes this submission and has provided an update on the status of agreements in Document 7.29 of the Applicant's Deadline 7 submission. The Applicant has also addressed the points made by RFWFL in the Applicant's comments on the response to ExQ2.3.8 (REP6-003) and in response to ExQ3.3.19 (Document 7.4 of the Applicant's Deadline 7 submission)	No further response is required.

Table 4 – Response to Applicant's Update on Negotiations with Rhyl Flats Wind Farm Limited and North Hoyle Wind Farm Limited at Deadline 7 [REP7-046]

Applicant Deadline 7 Submission	RFWFL Deadline 8 Response
1. The Applicant and Rhyl Flats Wind Farm Limited (RFWFL) are continuing active discussions in relation to the protective provisions and the Applicant hopes that an agreed position on the majority of points in the protective provisions can be reached before the end of the Examination. The Applicant sent a revised version of the protective provisions to RFWFL's solicitor on 24 February 2023 and received a response on 7 March 2023. 2. The Applicant and RFWFL fundamentally disagree about the relevance of wake loss in the determination of the Awel y Môr DCO application. Other than the wake loss provision, the Applicant and RFWFL have agreed the majority of points relating to the protective provisions. The main outstanding point of disagreement relates to the indemnity provision and whether the indemnity provided to RFWFL under the protective provisions should be capped. 3. Should protective provisions not be agreed by the close of the Examination, the Applicant intends to submit its preferred set of protective provisions in the final version of the dDCO at Deadline 8 with an explanation of why these are considered appropriate. It is anticipated that RFWFL will also submit its preferred set of protective provisions to the ExA. It will then be open for the ExA to recommend that either set of protective provisions (or another form of protective provisions) is included in the DCO should it be granted by the Secretary of State.	RFWFL agrees with the Applicant's summary of negotiations.

4. The Applicant and RFWFL will continue to negotiate the protective provisions after the close of the Examination and if agreement is reached the Applicant will submit the agreed set of protective provisions to the Secretary of State to take into consideration when making the final decision	