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24 June 2022

Ofgem 10 South Colonnade, Canary Wharf, London, E14 4PU

> By email to <u>rebecca.barnett@ofgem.gov.uk</u> <u>yvonne.naughton@ofgem.gov.uk</u>

For the attention of Rebecca Barnett

Dear Ms Barnett,

Gwynt y Môr OFTO plc (the Licensee) – Income adjusting Event (IAE) Notice pursuant to amended standard licence condition E12-J3 (the Condition) regarding failure of subsea export cable 3 (SSEC3)

The Licensee refers the Authority to the IAE Notice submitted by the Licensee on 18 June 2021 (the 2021 IAE Notice) in connection with the power core failure to SSEC3 that occurred in October 2020 (the Cable Fault). As set out in the 2-2021 IAE Notice, the issues that gave rise to the power core fault in October 2020 could not be resolved in a single repair and the Licensee made plans to conduct:

- a Repair (the costs of which were included in the 2021 IAE Notice) to repair the power core fault that had occurred
- followed by a Repair at a later date to remove the known fibre optic cable (FOC) breaks that remain in the SSEC3 subsea cable.

The Repair is under way and the Licensee submitted details of the repair plan in its email to the Authority dated 5 April 2022.

The Licensee holds an offshore electricity transmission licence, granted on 11 February 2015 under section 6(1)(b) of the Electricity Act 1989 (the "Licence"). The Licensee hereby gives Notice to the Authority, pursuant to paragraph 14 of the Condition, that it has incurred an increase in costs and/ or expenses that it considers is an IAE on the grounds of uninsurability. The increase in costs relate to both the **Electricity** Repair and the **Electricity** Repair, in excess of the IAE Condition thresholds, in the last two Relevant Years (starting 1 April 2020 and 1 April 2021).

Paragraph 16 of the Condition requires the Licensee to give particulars of:

(a) the event to which the Notice relates and why the event constitutes an IAE;

This information has been provided in the 2021 IAE Notice and remains the case for the costs included in this IAE Notice.

(b) the amount of any change in costs and/or expenses that have been caused by each event and how the amount of these costs and/or expenses has been calculated;

The Licensee sets out the nature and relevance of the costs incurred in Annex A to this letter and summarises the costs incurred in each Relevant Year in Table 1 below.



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Start Relevant Year End Relevant Year	01-Apr-20 31-Mar-21	01-Apr-21 31-Mar-22	01-Apr-22 31-Mar-23	Total
				-
-				-
-				-

 Table 1
 Summary of new costs in this IAE Notice

(c) the amount of any allowed revenue adjustment proposed as a consequence of each event and how this allowed revenue adjustment has been calculated;

Under the terms of the 28-Nov-18 Decision (the "IAE Decision Document")¹, the Licensee understands that the Authority can apply a deductible set at the level adopted by the Licensee at tender stage. In this case, the applicable deductible is £3,000,000.00 (the "Deductible").



(d) any other analysis or information that the Licensee considers sufficient to enable the Authority and the relevant parties to assess fully each event to which the Notice relates.

The Licensee has no further information to provide that it has not already provided.

The Licensee confirms that its position set out in the 2021 IAE Notice remains the same in respect of (i) why the event was beyond the Licensee's control, and (ii) why the Licensee's claim for uninsurability is legitimate and there has been no relevant change in the Licensee's insurance position. The Licensee does not repeat (in this IAE Notice) the evidence it has already provided in the 2021 IAE Notice to support this position. However, evidence is provided to explain how the costs covered by this IAE Notice have been procured and delivered efficiently.

Should Ofgem require any further information, please do not hesitate to contact me.

Yours sincerely,

Simon Rooke For and on behalf of Gwynt y Môr OFTO plc

Encl: Annex 1 – Evidence to support the costs being claimed under this IAE Notice

¹ <u>https://www.ofgem.gov.uk/publications-and-updates/income-adjusting-events-policy-offshore-transmission-owner-licences</u>

ANNEX 1 - Evidence to support the costs being claimed under this IAE Notice

- 1. Primary activities completed during the Relevant Year 2021/22 and 2022/23
- 1.1 Additional technical investigations and OTDR testing to determine Repair

Additional Technical Investigations -

The Licensee (in its letter dated 29 April 2022 containing further information in connection with the 2021 IAE Claim, the April 2022 Letter) advised the Authority about the investigations commissioned from **International International Content** in June 2021 to attempt to grow blisters on the PE sheath of the FOC (the Blister Tests). In April 2022 Letter, the Licensee explained that it:

"wanted to understand whether:

- there was a risk that, even after removing the known FOC faults in SSEC3 (between KP 5.0 and KP 12.5), it was still possible for another power core fault to occur as a result of a new breach of the PE sheath of the FOC in those sections of the SSEC3 export cable that were not replaced (i.e. the shore to KP 5.0 and KP 12.5 to the offshore substation).
- the other export cables could be at similar risk from FOC degradation.

Clearly, the actual scope of the proposed **Repair** could be materially increased if the answer to either question was affirmative. The Licensee considered that understanding the conditions under which the PE sheath could be breached (or how blisters might be formed) might be helpful in answering these questions."

Furthermore, the Licensee reported that:

" The key conclusions that can be drawn from the Blister Tests are as follows:

- 1. It was possible to replicate the failure mechanism for the Oct-20 Fault as set out in the RCA Report in laboratory conditions by applying an induced voltage to the FOC samples originating from SSEC3.
- 2. The Licensee's proposed Repair (i.e. to install a new section of cable between KP 7.1 (now KP 5.0) and KP 12.5 of SSEC3 with fully earthed joints at each end) should mean that any induced voltage that occurs in the FOC of SSEC3 in the future is below the level which the Blister Tests indicate is necessary to form a new breach in the PE sheath of the FOC of SSEC3.
- 3. The FOC samples from SSEC3 had a higher conductivity than the samples taken from SSEC1 and SSEC2, suggesting that the PE sheaths for SSEC1 and SSEC2 were formed from a different batch of material and therefore, these cables might be less susceptible to the latent defect risk. "

These findings indicated to the Licensee that:

- the PE sheath of SSEC1 and SSEC2 may be more robust than SSEC3 (so pre-emptive interventions on those cables was not required at this time) and
- introducing new earthed joints at KP 7.1 (now KP 5.0) and KP 12.5 (during the Repair) should limit the induced voltage in the FOC below the level that would cause further breaches of the PE sheath to occur.

Additional Analysis -

Since identifying breaks in the fibre optic cables (FOC) in SSEC3 the Licensee has engaged with seeking their expert advice on the mechanism of the FOC failures. During regulatory year 2021/22, provided the following advice to the Licensee:

6 June 2021	 A technical opinion on the following questions: Would the Licensee be wise to conduct a reactive repair should a cable fault occur within the next three months?
	• Have the findings of the second RCA reinforced my view that the cable is at a higher risk of failure than if it had been returned to service with no cap applied?
17 August 2021	comments on the Interim report from Comments on testing samples of FOC.
29 January 2022	 A technical opinion on the following questions: Can provide a further view on the rate / extent of degradation of the two fibre optic cables [in SSEC3] and with this a view on the probability of a power core fault developing? The Licensee would like to know how much degradation has taken place at the known FOC breaks and how close we are to one of these points developing into a power core fault. Given the load data for SSEC1 (the other export circuit from OSP East), can you assess what would have been the extent of degradation had the Licensee not applied the export cap to SSEC3? If the Licensee were to replace the cable between KP6.5 to KP12.5, how certain can the Licensee how that they have removed all breaches of the EOC PE sheath? What
	actions can the Licensee undertake to improve the certainty of this decision?
14 March 2022	A technical opinion to evaluate the probability of a new FOC piercing occurring when the export cap is lifted.

Ongoing OTDR Testing

The Licensee first became aware of complete breaks of all 48 fibres within the Spare FOC in SSEC3 on 17 January 2020 during routine testing carried out by the Licensee's O&M Contractor at the time, Balfour Beatty Utility Services (BBUS). The Licensee had previously requested that BBUS routinely conduct testing of all un-used fibres twice per year as a proactive approach to understanding the health of the subsea cables. Since the test on 17 January 2022, there have been 32 other tests, with a mix of testing from the onshore and offshore substations.

Since placing the pre-emptive repair contract with **Section** on 11 March 2022, the Licensee's new O&M Contractor, **Section**, has conducted seven sets of tests of the SSEC3 fibres in order to check for any deterioration in the FOC. It was the test on 7 April which showed that the break in the Spare FOC had moved from KP 6.05 to KP 5.95; and a further test on 14 April showed that the break in the Spare FOC had moved from KP 5.95 to KP 5.90. The break had not moved from KP 5.90 up to 16 May 2022 the last test before the circuit was de-energised on 10 June 2022 for the pre-emptive repair.

Summary of costs incurred

	Description	Supplier	2021/22	2022/23
1	SSEC3 optical testing to help determine Repair scope			
2	Stress testing of NKT cable to assess the impact of lifting the cable - to help determine Repair scope			
3	Further testing to understand how the FOC sheath can be			
4	breached - to help determine extent of Repair			
5	Analysis of sheath test findings (Repair scope)			
	(further invoices are expected)			
	Total			

Table 2 Costs for additional technical investigations to inform scope of Repair

1.2 Repair Licence from Natural Resources Wales (NRW)

On 16 September 2021 the Licensee submitted a Method Statement to NRW seeking permission from NRW for the Licensee to have two options for a future repair to address the defects identified in SSEC3:

- Lay the new cable in a new trench circa 40m to one side of the existing SSEC3 cable (preferred option);
- Remove the existing SSEC3 cable and lay the new cable in the same trench.

The aim of this proactive approach by the Licensee was to check with NRW that permissions could be granted under the existing Marine Licence without the need for a new Marine Licence. NRW provided a positive response on 20 October 2021, confirming that they were accepting of the works as set out in the Method Statement submitted on 16 September.

On 25 February 2022 the Licensee submitted a Method Statement to NRW as an application for the Licensee to conduct a pre-emptive repair of SSEC3 between KP 5.0 and KP 12.5 in accordance with the terms of the Licensee's Marine Licence issued in March 2015.

Ordinarily NRW take at least 28 days to complete a consultation and form an opinion on whether to approve a proposed Method Statement application. This presented a risk to the Licensee' repair timetable, particularly when to sign a repair contract and then mobilise the repair vessels. If the vessels were mobilised assuming NRW would grant permission at the end of the consultation, but this did not occur (or worse a new application was required), then the Licensee could incur significant vessel standby costs. The Licensee decided that this risk was outweighed by the risk of further delay to the pre-emptive repair of SSEC3.

On 10 March 2022 the Licensee set up a meeting between NRW and the various primary stakeholders (GYM OFTO, GYMOWFL and RFWFL) to discuss the plans for the repair and in particular the proposed design for crossing the Rhyl Flats wind farm export cable. This was a positive meeting with no objections from any of the attendees to the proposal for a new crossing c. 40m to the south of the existing crossing. However, NRW was required to await the response to their statutory consultation that had a closing date of 31 March before they could provide a decision on the proposed Method Statement.

On 1 April 2022 the NRW advised "The Marine Licensing Team are content and happy to approve the works under method statement '220225_GYM_OTFO_SSEC3_Method-Statement_2022_v3.2'."

On 14 April 2022 the Licensee instructed MarineSpace to submit a further request to NRW to extend the repair area to KP 4.0 from KP 5.0. This was a pre-emptive measure in case the FOC breaks moved inshore from KP 5.5. The request was submitted on 21 April 2022 and NRW responded positively on 5 May 2022.

There have been no new FOC breaks closer on shore than KP 5.90, as observed on 14 April. Therefore, it was not necessary for the nearshore joint to be installed any closer to shore than KP 5.0. Also, **manual** later advised that the repair vessel would not be able to get any closer to shore than KP 5.0.

	Description	Supplier	2021/22	2022/23
1	Approach NRW with options for conducting Repair: in new trench 40m to South (preferred) or in existing trench.			
2	Approach NRW with formal request for Repair Licence then subsequent amendments to include Rhyl Flats Crossing			
	Total			

Table 3 Direct costs of securing Marine Repair Licence

1.3 Rhyl Flats Crossing Agreement

On 11 February 2022, testing of the SSEC3 fibres revealed that a new break had appeared in the Spare FOC at KP 6.60, previously the nearest to shore break was at KP 6.18.

Over 12-13 February 2022 the Licensee reviewed the results of the fibre testing and discussed these with **Example 1**. It was concluded that it would be necessary to install the near shore joint, of the pre-emptive repair, in-shore of the three Rhyl Flats 33kV export cables which extend over approximately KP 6.0 to KP 6.2.

On 16 February 2022 the Licensee approached the GYMOWFL General Manager to identify the right person within the Rhyl Flats Wind Farm Limited (RFWFL) to discuss the requirement for a new crossing of the Rhyl Flats export cables. This resulted in a conference call with the RFWFL General Manager on 17 February. This call set in process a series of intensive meetings between the parties to agree a new Crossing Agreement to allow the Licensee to install a new 132kV export cable over the top of the Rhyl Flats cables.

It was agreed that the new Crossing Agreement should be based on the existing Crossing Agreement and the technical design of the new crossing should be similar to the original crossing, using concrete mattresses over the top of the Rhyl Flats cables and then more concrete mattresses over the Licensee's cable. It was also agreed that the existing SSEC3 cable should remain in place on the basis it posed more of a risk to the Rhyl Flats cables by attempting to recover this cable rather than leaving it in-situ. RFWFL insisted on the inclusion of some additional clauses in the new Crossing Agreement and insisted on different insurance arrangements to be in place before they could allow the works to proceed. Once all these issues had been resolved to the satisfaction of RFWFL the new Crossing Agreement was signed on 27 May 2022, one day before the repair vessels were due on site.

The parties agreed that because the new crossing was being installed at the request of the Licensee, all reasonable costs incurred by RFWFL associated with new crossing should be borne by the Licensee.

Cost area	Supplier	2021/22	2022/23	Comments
Technical Design				
Crossing Agreement (drafting)				Further invoices to follow
Legal advisor (RFWFL)				Invoices awaited
Technical advisor (RFWFL)				Invoices expected after crossing works are completed
Client representative on vessel during activity over Rhyl Flats Crossing (RFWFL)				Invoices expected after crossing works are completed
Total for Repair				

Table 4 shows the costs received so far and comments on the additional costs that are expected in connection with the new Crossing Agreement.

 Table 4
 Costs associated with securing the Rhyl Flats Crossing Agreement

1.4 Procuring new cable from and delivery to Sunderland

The Licensee has described:

- the details of the order for new cable placed with in March 2021 in the 2021 IAE Notice.
- Updated the Authority (in response to its Additional Information requests) on the delays arising in the delivery of this cable.

The new cable was delivered and offloaded to the Licensee's storage facility in Sunderland on 7 March 2022. The supplier had originally intended to supply the cable in two lengths (7.5km and 1km) but was able to deliver the cable in a single 8.5km length which resulted in a small saving in the additional shipping cost. The original quotation had included a cost of **Constant** for the additional shipping cost for the 1km length; this was reduced to a cost of **Constant** (from **Constant**).

The Licensee now expects the Repair to require 7.5km of the new cable (including c.0.75km to remove the damage caused by the over boarding incident during the Repair).



Table 6 consolidates all the costs incurred in this activity split by Repair and Repair and Repair and by Relevant Year.

Total of supporting costs for Cable offloading	2020 / 21	2021 / 22	2022/23	Total
Attributable to Repair				
Attributable to Repair				

 Table 6
 Out-turn cost for
 Cable offloading and storage split by Repair and Relevant Year

1.5 Unloading new cable into storage facility in Sunderland

During November 2021, the Licensee received tenders from two contractors for the following scope of work to unload and store the new Cable in Sunderland:

- Testing the cable before unloading (on the delivery vessel) and post unloading (OTDR and TDR) and visually inspected, before being sealed for storage.
- Unload the cable in the Port of Sunderland, from the delivery vessel
- •
- Construct a basket suitable for long-term (12 months plus) cable storage in the Port of Sunderland

A summary of the tenders received is provided in Table 7 below:

	Activity	Contractor X	Contractor Y
1.	Planning and Reporting		
2.	Storage ring construction + covering		
3.	Cable load out operations		
	Total		
	Proposed start date	December 2021	TBC

 Table 7
 Tender summary for
 Cable offloading and storage

Storage ring construction (item 2 of Table 7) needed to be complete before the cable's arrival (expected early February 2022). The Licensee agreed to proceed with Contractor X (**Construction**) in November 2021. The final out-turn cost included two variations agreed under the contract terms as set out in Table 8.

	Agreed Variations to contract	Total
	Base contract value	
V01	The quote from Contractor X included a budget cost for crane hire (Contractor X) with adjustment to reflect actual cost +10%. The final crane cost (including uplift) came to Contractor .	
V02	The delay in arrival of the cargo vessel meant that some equipment that was critical to the load-out had to wait on stand-by, in this case two 'cable engines' priced at means , which were held on stand-by for 7 days.	
	Total Out-turn cost from	

 Table 8
 Out-turn cost from Main Contractor for
 Cable offloading and storage

The Licensee incurred additional costs supporting Contractor X in this activity as set out in Table 9.

Table 9 Additional Costs in connection with offloading and storage of cable

Table 10 consolidates all the costs incurred in this activity split by Repair and Repair and Repair and by Relevant Year.

Total of supporting costs for Cable offloading	2020/21	2021/22	2022/23	Total
Repair (pro-rata at 1km / 8.5km)				
Repair (pro-rata at 7.5km / 8.5km)				

Table 10 Out-turn cost for cable offloading and storage split by Repair and Relevant Year

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1.6



1.7 Several ITT procurements for a Repair Contractor

Although the Licensee had applied an export cap to the output of SSEC3, there remained a risk that a power core fault could occur from one of the known FOC breaks. **The set of the licensee that if another** cable fault occurred before the new cable arrived, then it should wait until the new cable arrived before completing a repair (see paragraph B5.29 of the 2021 IAE Notice).

The Licensee wanted to be prepared to conduct such a repair as soon as the new cable arrived, so an ITT was issued on 24 June 2021 inviting offers from five contractors to conduct a repair to SSEC3 in November / December 2021 when the new cable was due to arrive. A summary of the four offers is provided below.²

Contractor	А	В	С	D	Comments
Price, £m Weather					
Vessels					Vessels cannot be guaranteed until (i) contractor was appointed, and (ii) repair dates could be confirmed.
Ranking	1	2	3	4	



The repair solution was not triggered because the new cable delivery was delayed until March and the Licensee decided it was appropriate to evaluate the market again with a new ITT in December 2021.

In December 2021, the Licensee issued an ITT to five contractors inviting best offers to complete a repair to remove a section of SSEC3 between KP6.6 and KP12.5 (5.9km) in 2022 after the new cable arrived in March 2022 (when the new cable was due to arrive).

The Licensee received five responses to this ITT. Three of the contractors proposed to use the **second** and two of those also proposed to use **second** in support. One contractor withdrew its offer claiming that they could not secure a vessel. The **second** was not available between

. Contractor C **Contractor** offered a repair solution between **Contractor** based on using a based on using a

Contractor	А	В	С	D	Comments
Price, £m Weather					
Undertake repair					Vessels cannot be guaranteed until (i) contractor was appointed, and (ii) repair dates could be confirmed.
Outage					
Vessels					
Ranking	1	2	3	4	

Table 13 Tender summary and evaluation following ITT issued in December 2021

The Licensee secured Board and Shareholder approval to negotiate further with Contractor A **Contractor** and Contractor B **With** an expectation of signing a repair contract with Contractor A in February 2022 to carry out the repair in April / May 2022.

Unfortunately, the Licensee identified new failures of the fibre optic cables (FOC) within the SSEC3 cable on 11 February at KP 6.6 and 25 February at KP 6.17 which required this plan to change.

Each of these events extended the repair scope moving the starting point for the repair further towards the shore.

had already advised that the onshore end of the repair should start at least 500m further onshore from the last known FOC break.



The first of these new FOC breaks put the starting point of the repair at KP6.1 which was right on top of the point where the Licensee's cables cross over the top of the cables serving the Rhyl Flats Windfarm. This effectively meant that the starting point for the repair would need to move even further towards the shore to avoid placing a joint on or close the Rhyl Flats crossing. The new starting point was set at KP5.5. This location did not change when the second of the new FOC breaks was identified. The new repair scope between KP 5.5 and KP 12.5 meant that the Licensee needed to:

- negotiate a new crossing agreement with the Rhyl Flats Windfarm owner, and
- approach Natural Resources Wales (NRW) to extend the scope of the marine repair licence and seek consent to the design for the concrete mattresses to deploy over the new crossing.

Resolving these requirements would inevitably delay the start of the proposed repair and the Licensee could not guarantee that the repair could be completed in the window of availability for the **Example**. Therefore, the Licensee asked all the repair contractors (that submitted ITT responses previously) to refresh their proposals. Only Contractor B offered a solution that could be delivered before June 2022. Contractor C could start in June; and Contractors A and D could not start until August at the earliest.

The solution offered by Contractor B proposed using four vessels for the repair:

- The , together with an
- The to support activities including Deburial, reburial, cable cutting and laying the top mattresses at the Rhyl Flats Crossing
- Crew Transfer Vessel (CTV)

The Licensee secured Board and Shareholder approval to enter into contract with Contractor B and a contract was signed on 11 March 2022

Further FOC breaks were identified (on 7 April and 14 April) at KP5.95 and then KP5.9 – so in two months, four new FOC breaks had occurred. agreed that it was likely that all of these new FOC breaks probably started from breaches of the PE sheath of the FOC that occurred prior to the October 2020 fault. agreed that it was not advisable to lift the export cap prior to starting the agreed.

The Licensee was concerned about the progression of FOC breaks and decided it would be best to extend the Repair as far inshore as possible (subject to vessel and available cable constraints). Contractor B advised that it could start the repair at KP5.0 but the sea depth was too shallow for the repair vessel inshore of this point. The Licensee agreed to this variation

The final repair plan is therefore between KP5.0 and KP12.5 requiring 7.5km of cable (from the original 8.5km ordered in March 2021). This is set out in the schematic below.



Two further variations have been agreed: (i) two additional mattresses have been added to the design of the Rhyl Flats Crossing, and (ii) Rhyl Flats Windfarm required an additional survey of the crossing. The agreed value of the repair contract is therefore set out in Table 14 with green shading applied to the milestone payments that have been invoiced.

Miles	tone and Description	
1	Administration and project management	
2	Project documentation	
3	Insurance Costs	
4	Mobilisation	
5	Demobilisation	
6	Testing and checks of Free Issued Equipment	
7	Collect and transport Free Issued Equipment to site	
8	Cable repair 1st Joint	
9	Cable Repair 2nd Joint	
10a	Cable reburial	
10b	Mattresses Laid	
11	Cable handed over to EMPLOYER ready for energisation	
12	Return remaining Free Issued Equipment to Sunderland	
V01	Move inshore joint from KP5.5 to KP 5.0	
V02	2 additional mattresses (estimate - based on pro-rata)	
V03	Survey of Rhyl Flats crossing	

Table 14 Milestone payment table for Contractor B on Repair

PRT appointed several expreparing for, managing	Aternal advisors (similar to the team used for the Example Repair) to assist in and delivering the Example Repair:				
The with	Licensee required the support of a specialist marine advisor () to assist three aspects of the Repair:				
• 1	Identify the optimum location for storing the new cable on arrival; and				
• [Determining if repair should use the existing or a new cable trench; and				
• 1	dentify the optimum location for storing any cable remaining after the repair.				
The	output of this work was instrumental in formulating a cost-effective plan for the Repair.				
day- supp cont	also provide the specialist marine component of the PRT, assisting with the day management of the Marine Repair, including document review and porting the Licensee when discussing all marine matters with the repair ractor. Marine provide the Employer's Agent on the repair vessels.				
Prov day the L	ided the specialist commercial component of the PRT, assisting with the day- management of the project, including initial contract drafting and supporting icensee when discussing all commercial matters with the repair contractor.				
Prov cross the r	ide an independent legal review of the repair contract and the Rhyl Flats sing agreement. This independent review is required by the Licensee to satisfy needs of Shareholders and Lenders.				
Prov elem satis	ide an independent technical review of the repair contract and all technical nents of the repair. This independent review is required by the Licensee to fy the needs of Shareholders and Lenders.				
Prov mari	ide specialist marine technical advice, reviewing the repair contract and all ine technical documents.				
They to er prac	also provide the Marine Warranty Surveyor (MWS) on board each repair vessel nsure that operations are being conducted in accordance with good industry tice (as required by the project insurers).				
Prov assis tech eme	ide the specialist Health Safety and Environmental (HSE) component of the PRT, sting with the day-day management of the project, including reviewing all nical documents from an HSE perspective and dealing with any HSE matters that rge during the Repair.				

The Licensee established a project repair team (PRT) to manage the delivery of the Repair. The

During the Repair the Licensee determined that more subsea joints would be required for the repair and noting the 12-14 week lead time, the Licensee took the proactive step of ordering the repair joints needed for the Repair. The cost of these repair joints was incurred in 2020/21 but the Repair could not occur until 2022.

Table 15 summarises the invoices received from each supplier for the activities described above.

	Description	Supplier	2020/21	2021/22	2022/23
1	SSEC3 Repair - option study				
2	Repair - marine advisory				
3	Repair - Rhyl Flats Crossing Design Plan				

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	Description	Supplier	2020/21	2021/22	2022/23
4	Marine Repair Licence				
5	Commercial negotiation of repair contract				
6	6 Legal review of the contract with Contractor B				
7	Lenders TA review of the Repair				
8	Review of ITT documents for Repair				
9	MWS review of Contractor B repair plans				
10	Attendance by a Marine Warranty Surveyor				
11	HSE services for Repair				
12	Universal joints - purchased during Repair Repair Repair				

Table 15 Additional Costs in connection with arranging and managing Repair

. consolidates the costs from Table 14 and Table 15 by Table 16 Relevant Year.

Total of Repair invoices	2020 / 21	2021 / 22	2022/23	Total
Contractor B Invoices for MS1, 4, 5, 7 & V03				
Other costs in support of Repair				

Table 16 Invoices received from Contractor B for Repair to end-May 2022 by Relevant Year

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