

Outer Dowsing Offshore Wind

The Applicant's Response to Written Summaries of Oral Cases at ISH2

Deadline 4

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Acronyms & Definitions

Abbreviations / Acronyms

Abbreviation / Acronym	Description
DCO	Development Consent Order
ECC	Export Cable Corridor
EIA	Environmental Impact Assessment
ISH	Issue Specific Hearing
IPs	Interested Parties
ODOW	Outer Dowsing Offshore Wind
OWF	Offshore Windfarm
TCE	The Crown Estate

Terminology

Term	Definition
The Applicant	GT R4 Ltd. The Applicant making the application for a DCO. The Applicant is GT R4 Limited (a joint venture between Corio Generation (and its affiliates), Total Energies and Gulf Energy Development (GULF)), trading as Outer Dowsing Offshore Wind. The Project is being developed by Corio Generation, TotalEnergies and GULF.
Array area	The area offshore within which the generating station (including wind turbine generators (WTG) and inter array cables), offshore accommodation platforms, offshore transformer substations and associated cabling will be positioned.
Development Consent Order (DCO)	An order made under the Planning Act 2008 granting development consent for a Nationally Significant Infrastructure Project (NSIP).
Effect	Term used to express the consequence of an impact. The significance of an effect is determined by correlating the magnitude of the impact with the sensitivity of the receptor, in accordance with defined significance criteria.
Environmental Impact Assessment (EIA)	A statutory process by which certain planned projects must be assessed before a formal decision to proceed can be made. It involves the collection and consideration of environmental information, which fulfils the assessment requirements of the EIA Regulations, including the publication of an Environmental Statement (ES).
Offshore Export Cable Corridor (ECC)	The Offshore Export Cable Corridor (Offshore ECC) is the area within the Order Limits within which the export cables running from the array to landfall will be situated.
Outer Dowsing Offshore Wind (ODOW)	The Project.
The Project	Outer Dowsing Offshore Wind, an offshore wind generating station together with associated onshore and offshore infrastructure.

1 Introduction and Document Purpose

1. This document summarises the main oral submissions made by the stakeholders at Issue Specific Hearing 2 (ISH2) dealing with Offshore Environmental Matters, held on 4 December 2024, and provides the Applicant's written response.
2. A written summary of their ISH 2 oral case was submitted by Hornsea 1 Limited, the collective of Breesea Limited, Soundmark Wind Limited, Sonningmay Limited and Optimus Wind Limited (together, the "Hornsea 2 Companies"), Orsted Hornsea Project Three (UK) Limited, Orsted Hornsea Project Four Limited, Lincs Wind Farm Limited, Westernmost Rough Limited and Race Bank Wind Farm Limited (together or in any combination, the "Ørsted IPs") (REP3-062).
3. Responses are provided in Table 1.1 The Applicant's Comments on Ørsted IPs Summary of Oral Representations for ISH2, below.

Table 1.1: The Applicant's Comments on Orsted IPs Summary of Oral Representations for ISH2

Ref No	Orsted IPs Summary	Applicant Response
1	Alex Tresadern, for the Ørsted IPs, noted that these discussions are welcomed and agreed with the approach to these discussions proposed by the Applicant's representative, namely that the Applicant and the Ørsted IPs would schedule regular meetings to discuss the evidence put forward by one another and attempt to reach an agreed position on this matter. Alex Tresadern, for the Ørsted IPs, agreed with the Applicant's representative that Deadline 4 (3 February 2025) would be a more suitable timeframe to work towards to provide a substantive update to the ExA.	The comment is noted by the Applicant. The Applicant is now engaged in bilateral discussions under Non-Disclosure Agreement with the Ørsted IPs regarding wake effects.
2	Alex Tresadern, for the Ørsted IPs, reiterated that the Ørsted IPs consider that a wake assessment is required to be carried out by the Applicant, for the reasons set out in the Ørsted IPs' Deadline 2 submission [REP2-076].	The Applicant has undertaken a wake loss assessment as requested by the Ørsted IPs and a summary has been submitted at Deadline 4 in the Applicant's Wake Loss Technical Note (document reference 21.1 submitted at Deadline 4). The wake loss assessment followed the methodology (in so far as is possible) as that used by Ørsted in their wake loss assessment submitted into the Examination of the Mona Offshore Wind Farm. The Applicant's wake loss assessment clearly shows the effect is not significant in EIA terms, which supports the Applicant's initial position set out in The Applicant's Response to ExA Q1 OG 1.2 (REP2-015) that a wake loss assessment is not required.
3	The ExA requested a joint submission from the Applicant and the Ørsted IPs with a summary of the agreed position in relation to wake loss, following the above-mentioned discussions, at Deadline 4. The ExA stated that if points of disagreement remain, these can be detailed in a separate Deadline 4 submission from each of the Applicant and the Ørsted IPs. The Applicant and Alex Tresadern, for the Ørsted IPs, agreed to this request.	Though the Applicant continues to engage with the Ørsted IPs including currently negotiating a co-operation and proximity agreement (discussed below), the Applicant and the Ørsted IPs are not in a position to issue a joint submission at Deadline 4. The Applicant's points of agreement with the Ørsted IPs are detailed in this response. The Applicant will continue to engage with the Ørsted IPs in relation to this matter.
4	Post Hearing Note The Applicant and the Ørsted IPs are arranging these discussions and will continue to engage between now and Deadline 4 on the above matters. Subject to these discussions, the Ørsted IPs will provide an update on its position at Deadline 4	This comment is noted by the Applicant.
5	The Ørsted IPs also consider that the submission made at Deadline 2 by The Crown Estate [REP2-080] supports the position of the Ørsted IPs, namely that the Applicant should be required to submit a wake assessment. Most notably, the submission by The Crown Estate states that "inter-farm wake effects can extend beyond these buffer distances [proposed by the Applicant]" and that the Offshore Wind Leasing Programme Array Layout Yield Study (the "Study") "summarises modelling applied to generic/hypothetical wind farms and does not replace the need for project-specific analysis". This submission demonstrates that the Study is insufficient for the Applicant to rely upon as it has sought to do in its submissions. The Ørsted IPs continue to strongly encourage the Applicant to carry out project specific wake loss assessments for the relevant Ørsted IP projects.	The Applicant does not agree that the submission made by The Crown Estate (TCE) at Deadline 2 (REP2-080) supports the Ørsted IPs position. The Applicant does not dispute the fact that wake effects can exist beyond 7.5km and TCE set out clearly that wake effects were considered when setting the 7.5km minimum distance between Projects (unless with the consent of the original asset owner). TCE simply set out on a factual basis they do not believe it is their role to undertake project-specific wake loss assessments beyond the considerations taken when setting the 7.5km separation distance between offshore wind farm (OWF) projects.
6	Alex Tresadern, for the Ørsted IPs, noted that on 29 November 2024, the Ørsted IPs received a draft cooperation and proximity agreement in relation to the Outer Dowsing Project's export cable corridor and the offshore array area for the Lincs Offshore Wind Farm. The Ørsted IPs welcome this draft, and the fact that discussions are ongoing, and will review and provide comments on this draft as soon as possible, with the intention of seeking an agreed form before the end of this Examination.	This comment is noted by the Applicant. The Applicant is awaiting comments from the Ørsted IPs on the draft cooperation and proximity agreement issued on 29 November 2024 (re-issued with minor updates on 14 January 2025.) The Applicant will continue to engage with the Ørsted IPs in relation to this matter.
7	Alex Tresadern, for the Ørsted IPs, noted that the Applicant, when providing the agreement for the Lincs Offshore Wind Farm, stated that it intended to replicate the proposed terms in a similar such agreement for the Race Bank Offshore Wind Farm. The Ørsted IPs have not yet received this draft, but again welcome its production and will review and provide comments on this draft as soon as possible, with the intention of seeking an agreed form before the end of this Examination.	This comment is noted by the Applicant. The Applicant issued a draft cooperation and proximity agreement in relation to Race Bank Office Wind Farm on 14 January 2025 and is awaiting comment from the Ørsted IPs. The Applicant will continue to engage with the Ørsted IPs in relation to this matter.
8	Alex Tresadern, for the Ørsted IPs, noted that pending a review of the content of that agreement, the Ørsted IPs may need to seek protective provisions or a separate requirement within the DCO,	The Applicant and the Ørsted IPs are in discussions in relation to agreement relating to the Lincs Offshore Wind Farm and Race Bank Offshore Wind Farm. The Applicant considers that the matters

Ref No	Orsted IPs Summary	Applicant Response
	as appropriate, to protect the Lincs and Race Bank Offshore Wind Farms and secure their positions. If protective provisions or a separate requirement are required, then those Ørsted IPs will engage with the Applicant and submit details of their requirements into Examination as soon as practicable. The current focus of the Ørsted IPs is on the Lincs and Race Bank Offshore Wind Farms, but agreements may also be needed on the other Ørsted IPs' projects, subject to the discussions referenced above that are going to take place between the Applicant and the Ørsted IPs on wake effect and the potential impact on energy yield. Following those discussions, the Ørsted IPs will confirm the position on protective provisions or a separate requirement into the Examination as soon as possible.	between the Applicant and the Ørsted IPs can be adequately addressed in the relevant agreements and therefore protective provisions or a separate requirement are unnecessary. The Applicant understands that the Ørsted IPs have no issue with this structure in principle, subject to the agreement being suitably comprehensive and sufficient progress being made. The Applicant continues to engage regularly with the Ørsted IPs and is confident that agreement can be reached on these matters.
9	Alex Tresadern, for the Ørsted IPs, noted that pursuant to the Ørsted IPs' Deadline 2 submission [REP2-076], Lincs Wind Farm Limited and Race Bank Wind Farm Limited have both requested that both the Outline Cable Specification and Installation Plan [REP2-033] and the Outline Vessel Management Plan [PD1-064] are updated by the Applicant to make specific reference to confirm that the Applicant is required to consult with these Ørsted IPs as part of the preparation of these documents.	The Applicant does not consider naming Lincs Wind Farm Limited or Race Bank Wind Farm Limited within the Outline Cable Specification and Installation Plan (PD1-064) or Outline Vessel Management Plan (PD1-064) to be necessary or appropriate. The Applicant and the Orsted IPs are in discussions in relation to agreement relating to the Lincs Offshore Wind Farm and Race Bank Offshore Wind Farm. The Applicant considers that the matters between the Applicant and the Orsted IPs can be adequately addressed in the relevant agreements and therefore the naming of Lincs Wind Farm Limited or Race Bank Limited in these plans and document is not required.
10	The ExA requested that the above-referenced discussions between the Applicant and the Ørsted IPs also cover the cooperation and proximity agreements and the Ørsted IPs' request for both Lincs Wind Farm Limited and Race Bank Wind Farm Limited to be consulted by the Applicant in the preparation of the Outline Cable Specification and Installation Plan [REP2-033] and the Outline Vessel Management Plan [PD1-064]. The ExA also requested that the Applicant and the Ørsted IPs provide an update at Deadline 4 on these matters. The Applicant and Alex Tresadern, for the Ørsted IPs, agreed to these requests	This comment is noted by the Applicant. The Applicant and the Ørsted IPs are in discussions in relation to agreement relating to the Lincs Offshore Wind Farm and Race Bank Offshore Wind Farm.
11	Post-Hearing Note The Applicant and the Ørsted IPs are arranging these discussions and will continue to engage between now and Deadline 4 on the above matters. Subject to these discussions, the Ørsted IPs will provide an update on the position in relation to agreements and consultation at Deadline 4.	This comment is noted by the Applicant.