

Outer Dowsing Offshore Wind

Written Summary of Equinor IPs' Oral Submissions at Issue
Specific Hearing (ISH) 8

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Outer Dowsing Offshore Wind Examination submission Written Summary of Equinor IPs' Oral Submissions at Issue Specific Hearing (ISH) 8		
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Glossary of Acronyms

CfD	Contracts for Difference
DCO	Development Consent Order
DEL	Dudgeon Extension Limited
DEP	Dudgeon Offshore Wind Farm Extension Project
EIA	Environmental Impact Assessment
ExA	Examining Authority
PPs	Protective Provisions
ROC	Renewables Obligation Certificate
SEL	Scira Extension Limited
SEP	Sheringham Shoal Offshore Wind Farm Extension Project
SoS	Secretary of State for Energy Security and Net Zero
WTG	Wind Turbine Generators

Glossary of Terms

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.
Dudgeon Offshore Wind Farm Extension Project (DEP)	The Dudgeon Offshore Wind Farm Extension onshore and offshore sites including all onshore and offshore infrastructure.
Equinor	Equinor New Energy Limited acting on behalf of the Equinor IPs
Equinor IPs	Dudgeon Offshore Wind Limited (DOWL), Scira Offshore Energy Limited (SOEL), Scira Extension Limited (SEL) and Dudgeon Extension Limited (DEL), together or in any combination.
Orsted IPs	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.
SEP and DEP Order	Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024.
Sheringham Shoal Offshore Wind Farm Extension Project (SEP)	The Sheringham Shoal Offshore Wind Farm Extension onshore and offshore sites including all onshore and offshore infrastructure.

1 Introduction

1. This document presents a written summary of the Equinor IPs' oral case at the Outer Dowsing Offshore Wind (ODOW) Project Issue Specific Hearing 8 (ISH 8) held on the 19 March 2025. This document is submitted in accordance with the Examining Authority's (ExA) Rule 8 (3) and 9 Letter published on 11 February 2025.

Table 1 Written Summary of the Equinor IPs' Oral Submissions at Issue Specific Hearing 8

I.D.	Agenda Item	Equinor IPs' Oral Submissions
3.1 Welcome and Introductions		
	Welcome and Introductions	<p>Paul Maile (Solicitor and Partner at Eversheds Sutherland International LLP) for the Equinor Interested Parties (IPs), did not make any substantive submissions in relation to this agenda item, other than to introduce the Equinor IPs. Paul Maile confirmed that he is representing the various companies that constitute the Equinor IPs as set out in Equinor's submissions at Deadline 4a and Deadline 5 of the Examination. These entities are:</p> <ul style="list-style-type: none"> • Scira Extension Limited; • Dudgeon Extension Limited; • Scira Offshore Energy Limited; and • Dudgeon Offshore Wind Limited. <p>Daniel Richards for the Equinor IPs introduced himself as the offshore consents manager for Equinor New Energy Limited.</p>
3.2 Wake Loss		
	Wake Loss	<p>Paul Maile on behalf of the Equinor IPs agreed with the Orsted IPs and welcomes the submission of the Wood Thilsted Wake Impact Assessment Report [REP5-152] into the Examination. Although he noted that the Equinor IPs had not had the opportunity to analyse the Report in any detail and therefore advised the ExA that the Equinor IPs will engage with the Applicant with a view to providing detailed comments on the Report at Deadline 6.</p>
	<p>The ExA asked the Equinor IPs for their initial views on the Wood Thilsted Wake Impact Assessment Report [REP5-152].</p> <p>The ExA asked the Equinor IPs whether they consider the Wood Thilsted Wake Impact Assessment Report [REP5-152] to be independent.s</p>	<p>Paul Maile on behalf of the Equinor IPs confirmed that at this stage there is nothing to suggest that the Report isn't independent, however he reserved the Equinor IPs position to review the report and consider the information provided in detail.</p> <p>Regarding the ExA's question directed to the Orsted IPs as to whether the draft Protective Provisions submitted by Orsted IPs still require an independent wake assessment, Paul Maile on behalf of the Equinor IPs had the following comments:</p> <ul style="list-style-type: none"> • Whilst the Equinor IPs had not yet submitted a set of protective provisions, the purpose of the Wood Thilsted Wake Impact Assessment Report [REP5-152] is to inform the ExA and the Secretary of State's consideration of the issue of wake loss impacts during the Examination. • The final wake loss assessment will be based on matters of detailed design which are not before the Examination as they are not yet finalised. • The Equinor IPs' view is therefore that there would still need to be an assessment at some future point to assess the final wake loss effect based on the final design of the Outer Dowsing development.

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	The ExA asked the Equinor IPs whether they had any further points to make in addition to Orsted IPs on the predicted impacts to their assets and future viability.	<p>Daniel Richards on behalf of the Equinor IPs advised that the impacts to the Equinor IPs are different dependent on the assets. For the Sheringham Shoal Extension Project (SEP) and the Dudgeon Extension Project (DEP) there is no offtake agreement in place yet, however these projects have been consented through the DCO process. When assessing the scale of impacts due to wake loss effects on those projects, the Equinor IPs' competitiveness in a contracts for difference (CfD) auction process is reduced.</p> <p>Daniel Richards on behalf of the Equinor IPs confirmed that, in relation to its existing operational assets (Sheringham Shoal and Dudgeon), the impacts will be similar to those mentioned by Orsted IPs regarding the life extensions on those projects, noting that any impact on energy yield reduces the possibility for a life extension. In addition, the operational assets are supported by the Renewables Obligation Certificate (ROC) mechanism and therefore there is a point in time where this support ends and then there is a commercial risk that needs to be considered in any commercial assessment of the continuing viability of those projects.</p> <p>In relation to the ExA's reference to the policy question of viability at paragraph 2.8.347 of NPS EN-3, Paul Maile on behalf of the Equinor IPs asserted that the threshold to which this paragraph refers does not require a person to prove that a project would be unviable in the future, the threshold is merely that future viability is likely to be affected. The actual impacts to the Equinor IPs are likely to depend on the commercial considerations at the time, for example in relation to the ROCs expiring and in the CfD auctions. Equinor's position is that the impact of wake loss effects is likely to impact the future viability of the Equinor IPs.</p> <p>Paul Maile on behalf of the Equinor IPs further noted that this NPS EN-3 paragraph should not be viewed in isolation as it forms part of the context of the policy requirements applying to other offshore activities. Paragraphs 2.8.197 and 2.8.203 of NPS EN-3 require an assessment on impacts to be undertaken with the aim of establishing successful co-existence between projects. This assessment flows through to the policy test at paragraph 2.8.345 which requires the developer to take measures to avoid or minimise economic loss. Paragraph 2.8.347 is a position reached at the end of the journey having gone through the other parts of the NPS. In the Equinor IPs' submission the overall context of how these paragraphs of the NPS sit together is part of the reason why Protective Provisions are appropriate to protect their interests.</p>
	The ExA asked whether sufficient information has been provided by the Equinor IPs to demonstrate to the Secretary of State that the policy test has been met.	Paul Maile on behalf of the Equinor IPs confirmed that the Equinor IPs will consider what (if any) further information they might submit to demonstrate the NPS EN-3 policy tests have been met. The Equinor IPs will be happy to engage with Orsted IPs on a joint submission on this issue. It is the Equinor IPs position that whether or not there is actual economic loss is an

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		issue to be addressed through the Protective Provisions themselves. The actual residual loss does not need to be established at this stage.
	The ExA noted the Equinor IPs submission that the economic effects do not need to be significant in EIA terms for the NPS EN-3 policy tests to be relevant.	Paul Maile on behalf of the Equinor IPs noted that the EIA wording does not appear in the relevant section of the policy. For instance, in paragraph 2.8.345, the Secretary of State should be satisfied that site selection and site design of a proposed offshore wind farm should avoid or minimise economic loss to other offshore industries.
		In response to the Applicant's interpretation of the NPS policy, Paul Maile on behalf of the Equinor IPs noted that there is clearly disagreement between the Equinor IPs and the Applicant over the policy interpretation in this respect and therefore the Equinor IPs will elaborate on this point further in its submissions.
	The ExA asked whether there would be direct communication with the Applicant on the Protective Provisions in advance of Deadline 6.	<p>Paul Maile for the Equinor IPs advised that they have had the opportunity for a preliminary consideration of the Protective Provisions provided by Orsted IPs. It would be a sensible way forward for the Equinor IPs to take on board the comments heard from the Applicant during the hearing today and to liaise with Orsted IPs and the Applicant to see whether the issue can be progressed and a way forward agreed between the parties.</p> <p>Paul Maile for the Equinor IPs confirmed that they would be in a position to submit draft Protective Provisions by 26 March 2025. The Equinor IPs recognise that there is no formal deadline within the Examination at that date, however the Equinor IPs would hope to submit the protective provisions and ask the ExA to accept them into the Examination at its discretion. On these timescales the Applicant will have sufficient time to comment on them before the close of Examination.</p>
	The ExA noted that they understand that the Equinor PPs may be broadly aligned with the Orsted IPs PPs, however given the timing it would be helpful if surprises at Deadline 6 could be avoided. The ExA requested that the Equinor IPs set out broadly what they anticipate being in the Protective Provisions.	<p>Paul Maile on behalf of the Equinor IPs confirmed they would be happy to do that. The Equinor IPs confirmed at this stage they are not envisaging wholesale changes to the approach suggested by Orsted IPs. Instead, they will be seeking to achieve greater clarity on the procedure detailed in the Protective Provisions provided by Orsted IPs rather than changing the substance of them.</p> <p>Paul Maile on behalf of the Equinor IPs confirmed they would be happy to liaise with the Applicant and Orsted IPs on this issue.</p>
3.2 Co-operation and Agreements		
	<p>Co-operation and Agreements</p> <p>The ExA noted that Equinor has indicated that they will continue to seek proximity</p>	<p>Daniel Richards on behalf of the Equinor IPs confirmed that the proximity issues relate to the SEP and DEP projects only. There has been ongoing discussion with the Applicant on this issue from the pre-application stage. There is a small overlap between the SEP and DEP Order Limits and the Applicant's export cable. The Equinor IPs are continuing to progress discussions on this</p>

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	agreements for SEP and DEP and requested Equinor provides an update on these agreements and in particular on whether there are other points of disagreement.	issue with the Applicant. Daniel Richards on behalf of the Equinor IPs advised that they will include this point in the Protective Provisions to ensure that the side agreement can be reached.

