

# **Morecambe Offshore Windfarm: Generation Assets Examination Documents**

## **Volume 9**

### **Statement of Common Ground with Harbour Energy**

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## Glossary of Acronyms

AfL	Agreement for Lease
ATC	Air Traffic Control
DCO	Development Consent Order
DIO	Defence Infrastructure Organisation
EIA	Environmental Impact Assessment
ES	Environmental Statement
ETG	Expert Topic Group
IFR	Instrument Flight Rules
MCA	Maritime Coastguard Agency
MNEF	Marine Navigation Engagement Forum
MOD	Ministry of Defence
NPS	National Policy Statement
OSP	Offshore substation platform
PEIR	Preliminary Environmental Information Report
REWS	Radar Early Warning System
RR	Relevant Representation
SECEs	Safety and Environmentally Critical Element
SoCG	Statement of Common Ground
UK	United Kingdom
VFR	Visual Flight Rules
WTG	Wind turbine generator

## Glossary of Units

km <sup>2</sup>	square kilometre
MW	Megawatt
nm	nautical miles

## Glossary of Terminology

Agreement for Lease (AfL)	Agreements under which seabed rights are awarded following the completion of The Crown Estate tender process.
Applicant	Morecambe Offshore Windfarm Ltd
Application	This refers to the Applicant's application for a Development Consent Order (DCO). An application consists of a series of documents and plans which are published on the Planning Inspectorate's (PINS) website.
Generation Assets (the Project)	Generation assets associated with the Morecambe Offshore Windfarm. This is infrastructure in connection with electricity production, namely the fixed foundation wind turbine generators (WTGs), inter-array cables, offshore substation platform(s) (OSP(s)) and possible platform link cables to connect OSP(s).
The Planning Inspectorate	The agency responsible for operating the planning process for Nationally Significant Infrastructure Projects.
Windfarm site	The area within which the WTGs, inter-array cables, OSP(s) and platform link cables would be present.



# The future of renewable energy

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# 1 Introduction

## 1.1 Overview of the Project

1. The Morecambe Offshore Windfarm is a proposed offshore windfarm located in the Eastern Irish Sea.
2. The 'Project' relates to the Generation Assets of the Morecambe Offshore Windfarm (including wind turbine generators (WTGs), inter-array cables, offshore substation platforms (OSP(s)), and possible platform link cables to connect OSP(s)).
3. A separate consent for the Transmission Assets associated with the Morecambe Offshore Windfarm and the Morgan Offshore Wind Project (another proposed windfarm to be located in the Irish Sea) is being sought.

## 1.2 Purpose of this document

4. This final Statement of Common Ground (SoCG) has been prepared jointly by Morecambe Offshore Windfarm Ltd ('the Applicant') and Chrysaor Resources (Irish Sea) Limited (a Harbour Energy plc group company) (hereafter referred to as Harbour Energy). This identifies topic areas where there is agreement, areas of disagreement, and areas which remain under discussion in relation to the Development Consent Order (DCO) application ('the Application') for the Morecambe Offshore Windfarm Generation Assets (hereafter 'the Project').
5. The need for a SoCG between the Applicant and Harbour Energy is set out in section 1 of Appendix G of the Rule 6 letter issued by the Planning Inspectorate on 23rd September. This version of the SoCG reflects the position reached at the end of the DCO Examination.
6. The Applicant and Harbour Energy have had regard to the Planning Act 2008: Guidance for the examination of applications for development consent (Department for Communities and Local Government, 2015) when compiling this SoCG.
7. Harbour Energy is the owner of the Calder gas field which is within 3.3nm of the proposed development.
8. This SoCG has been structured to reflect topics of the Application relevant to Harbour Energy. To aid the Examining Authority in their review, Table 2.1 below first addresses the status of agreement regarding project-wide considerations and the DCO – in particular the protective provisions, and then summarises areas of technical agreement or difference. Each topic has been sub-divided to show the different status of each sub-section.



9. Notwithstanding the end the of the DCO examination, matters that are not yet agreed will continue to be the subject of ongoing discussion ('In Discussion') between the Applicant and Harbour Energy to reach agreement on each matter wherever possible or refine the extent of disagreement between parties.
10. Throughout the SoCG the phrase 'Agreed' identifies any point of agreement between the Applicant and Harbour Energy. The phrase 'Not Agreed' identifies any points not agreed between the Applicant and Harbour Energy.
11. **Table 1.1** lists topics and documents of the Application which are of key interest to Harbour Energy.

*Table 1.1 Topics and documents relevant to the SoCG*

Topic/chapter	Applicant reference
Draft DCO	3.1
Chapter 14 Shipping and Navigation	5.1.14
Chapter 17 Infrastructure and Other Users	5.1.17

## 1.2.1 Consultation with Harbour Energy

### 1.2.1.1 Pre-Application

12. The Applicant has engaged with Harbour Energy on the Project during the pre-application process, both in terms of informal non-statutory consultation and statutory consultation carried out pursuant to Section 42 of the Planning Act 2008.
13. Harbour Energy provided comments on the PEIR on 2<sup>nd</sup> June 2022 as part of the statutory consultation process. The Applicant had regard to the comments and is presented in Volume 4 - Consultation Report Appendices Part 4 (I) (APP-019).
14. The Applicant had also engaged with shipping and navigation consultees in extensive regional consultation throughout the pre-application process via the Marine Navigation Engagement Forum (MNEF) and hazard workshops in co-ordination with the Mona Offshore Wind Project and Morgan Offshore Wind Project Generation Assets. Further details of this topic and relevant consultation held to date can be found in the Consultation Report (APP-015).

### 1.2.1.2 Post-Application

15. Harbour Energy engaged fully in the DCO examination process, making a series of written submissions from its Relevant Representation (RR) (RR-027) in August 2024 to its submissions at DL6.
16. The Applicant has been committed to ongoing post-application engagement with Harbour Energy. Following submission of the Application, regular meetings have been established with Harbour Energy. **Table 2.1** sets out the topics agreed, in discussion or not agreed with the Harbour Energy as informed by the consultation and information exchanged between the Applicant and the Harbour Energy during the pre-application and examination phases of the Application.

### 1.2.2 Summary of ‘Agreed’, ‘Not Agreed’ and ‘In Discussion’ matters

17. In order to easily identify whether a matter is ‘agreed’, ‘not agreed’ or ‘in discussion’, the colour coding system set out in **Table 1.2** has been used.
18. Details on specific matters that are ‘Agreed’, ‘Not Agreed’ or ‘In Discussion’ are presented in **Table 2.1**.

*Table 1.2 Summary of ‘Agreed’, ‘Not Agreed’ and ‘In Discussion’ matters*

Position status	Position colour coding
<b>Agreed</b> The matter is considered to be agreed between the parties.	Agreed
<b>Not Agreed – no material impact</b> The matter is not agreed between the parties; however, the outcome of the approach taken by either the Applicant or Harbour Energy is not considered to result in a material impact to the assessment conclusions and the matter is considered to be closed for the purposes of this SoCG.	Not Agreed – no material impact
<b>Not Agreed – material impact</b> The matter is not agreed between the parties and the outcome of the approach taken by either the Applicant or Harbour Energy is considered to result in a materially different impact to the assessment conclusions. Discussions on these matters have concluded.	Not Agreed – material impact
<b>In Discussion</b> The matter is neither ‘agreed’ nor ‘not agreed’ and is a matter where further discussion is required between the parties	In Discussion

## 2 Statement of Common Ground

19. The Applicant and Harbour Energy have held frequent and constructive meetings together since the outset of the Project in August 2019. Spirit Energy Production UK Limited ('Spirit Energy') was also present at a number of these meetings.
20. Further detail of the consultation undertaken with Harbour Energy is provided in the Consultation Report (APP-015).

*Table 2.1 Topics agreed, in discussion or not agreed with Harbour Energy*

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
<b>Project wide considerations</b>				
HE 1	Consultation	The Applicant has undertaken frequent consultation with Harbour Energy on matters to date. Discussions have been constructive.	Harbour Energy agree.	Agreed
HE 2	Policy and planning	The Applicant has identified and considered the relevant National Policy Statements in relation to coexistence between offshore wind development and Harbour Energy as one of the other infrastructure and users.	Harbour Energy understands that the relevant National Policy Statements being referenced are EN-1 and EN-3.	Agreed
HE 3	Baseline environment	The Applicant has correctly identified Harbour Energy's assets in the East Irish Sea with the potential to be impacted by the Project.	Harbour Energy agree.	Agreed
<b>Development Consent Order</b>				
HE 4.0	Protective Provisions	The Applicant has drafted protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1). These have been drafted to incorporate amendments proposed by Harbour Energy within their Deadline 5a submission	Harbour Energy has provided draft Protective Provisions submitted at Deadline D5A. Harbour Energy's protective provisions have primarily focussed on the decommissioning phase of the Calder Field. Harbour Energy have taken the view that, as long as there is a buffer zone of	In discussion – it has not been possible to reach agreement on either the drafting of protective provisions or the terms of a co-existence agreement within the timeframe of the examination. However, the parties are committed to continued engagement with the view to

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		<p>(Protective Provisions (Clean with comments (REP5a-079)).</p> <p>The Applicant has also provided Protective Provisions in favour of the operator of Calder (Spirit Energy) to cover the operational phase. The Applicant's intention is that the Protective Provisions in favour of Spirit and Harbour operate together to ensure there are no gaps for either in the protections secured – the Applicant intends to discuss this with Harbour post-examination.</p>	<p>3.76nm around each of the Calder Platform and the CPC1 Platform until actual cessation of production from the Calder Field, no further provisions are required relating to production operations.</p> <p>Should a buffer zone of 3.76nm around each of the Calder Platform and the CPC1 Platform until actual cessation of production from the Calder Platform not be provided, then further protections would be required. As production operations are undertaken on Harbour Energy's behalf by Spirit Energy, Harbour Energy expects that protective provisions granted for the benefit of Spirit Energy (as Calder operator/duty holder) would also be drafted to provide the same protections to Harbour Energy in its capacity as the Calder Field owner. Neither the protective provisions proposed by the Applicant nor the protective provisions proposed by Spirit Energy extend any such protections to Harbour Energy.</p>	<p>reaching such agreement post-examination.</p> <p>It is worth noting that significant progress has been made (as set out in sub-sections HE 4.1; HE 4.5; HE 4.7; and HE 4.8 below) but that several key matters remain outstanding (as set out in sub-sections HE 4.2; HE 4.3; HE 4.4 and HE 4.6 below).</p>

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
HE 4.1	The principle that aviation buffer zones reduce at a point in time.	The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) define a "WTG aviation interim buffer zone" of 3.76nm which subsequently reduces to the "WTG and OSP aviation enduring buffer zone".	Harbour Energy's Protective Provisions (Clean with comments (REP5a-079) define a "WTG and OSP aviation buffer zone" of 3.76nm which subsequently reduces to the "WTG and OSP aviation post-COP buffer zone" and Harbour Energy's disruption and economic loss would be mitigated by way of compensation (see HE 4.5 & HE 4.6).	Agreed. The principle is agreed, refer however to HE 4.2; HE 4.3; HE 4.4; HE 4.5 & HE 4.6.
HE 4.2	Time at which aviation buffer zones reduce	<p>The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) use the "interim to enduring aviation buffer change date for Calder" to trigger the reduction in aviation buffer zone.</p> <p>The Applicant considers that it is critical that there is a defined backstop date for the switch from the interim to an enduring buffer to give sufficient certainty for the Project to reach financial close and deliver to a viable timeline. And therefore, the change from "interim to enduring aviation buffer" within</p>	Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) use the "decommissioning date for Calder" to trigger the reduction in aviation buffer zone. "decommissioning date for Calder" relates to the actual date of cessation of production from the Calder Field. It should be clarified that the naming of this defined term should not be taken to imply that it is dependent upon a choice as to when actual decommissioning works commence (which could be some time after actual cessation of production) but rather the commencement of the decommissioning phase	Not Agreed – material impact

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		<p>the Applicants draft of the Protective Provisions includes a backstop date, after which the change will be implemented regardless of whether COP were taken.</p> <p>The date of 1 January 2029 is proposed based on Spirit's stated position on COP and its explanation that CPC would be the last of the Affected Assets to reach COP (see REP5a-061). Noting that as Spirit Energy are the duty holder for the Calder Field the COP for CPC will also trigger COP for the Calder Field, if it hasn't already been taken.</p> <p>Importantly, this date does not force decommissioning to occur on that date, it's just that the wind farm with the enduring buffer would become part of the baseline to be factored in at that date (including to ongoing MER considerations). And it is the Applicant's position, as outlined in submissions at Deadline 5, that the mitigation provided by the enduring aviation buffer is sufficient to allow for the safe and continued operation of the Calder Field.</p>	<p>which occurs immediately upon the end of the production phase. As set out in Harbour Energy's explanatory notes which preface its protective provisions (REP5a-079), the date of cessation of production is governed by Harbour Energy's licence obligation to maximise economic recovery from the Calder Field and thereby contribute to security of energy supply for the UK. The actual date of cessation of production will thus be a result of reservoir and well performance, facilities performance and macro-economic influences. Prior to actual cessation of production occurring, any date for cessation of production can only be considered to be an estimate.</p> <p>At ISH4 Spirit Energy indicated that it had been working on the basis that cessation of production from CPC1 would be 2027 +/- 2 years (refer to section 2.47 of REP4-070) and "that Spirit are not in any way, shape or form looking to decommission the asset at this time." It was further explained</p>	

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		<p>The date provides certainty for all parties (and a substantial notice period of several years).</p>	<p>by Spirit Energy that they are actively working a strategy and roadmap that will facilitate production to 2030 and beyond and, in conjunction with Harbour Energy, they would expect to similarly extend the production of the Calder Field. Such an approach is entirely consistent with the terms of, and indeed an obligation under, the relevant production licences.</p> <p>Were a backstop date applied to this definition, the resulting reduction in aviation buffer zone to less than 3.76nm whilst the Calder Field is still producing would cause a significant adverse impact on safety. This is set out in more detail under item HE 8 below and the comments under HE 4.0 above would also apply concerning the need for additional protections specifically in favour of Harbour Energy as Calder Field owner, such as the indemnity proposed by Spirit Energy for its own protection in its protective provisions submitted at DL6 (REP6-059).</p>	



Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
HE 4.3	Definition of larger (initial) aviation buffer zone	<p>The WTG aviation interim buffer zone defined within the Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) submitted at D6 is defined as an area of radius 3.76nm around the Calder Platform. The same is provided around CPC1 in the protective provisions in favour of Spirit.</p> <p>As set out in submission made at Deadline 5 (REP5-063) the Applicant considers that a smaller buffer, between 2.81nm to 3.39nm depending on the take-off mass, is sufficient to allow for full IMC access.</p> <p>However, the Applicant is willing to accept the distance proposed by Harbour Energy of 3.76nm for the "aviation interim buffer zone" (see HE 6.4 below).</p>	<p>The corresponding term (WTG and OSP aviation buffer zone) in Harbour Energy's Protective Provisions (Clean with comments (REP5a-079) is defined by two areas, one of radius 3.76nm around the Calder Platform and one of radius 3.76nm around the CPC1 Platform. Most maintenance personnel responsible for the Calder Platform until actual cessation of production from the Calder Field are located on CPC1. In order to fly crews from CPC1 to the Calder Platform, the same radius is required around CPC1 as around the Calder Platform (see HE 6.4 below).</p> <p>Harbour Energy also notes that the Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) do not restrict the undertaker from installing an OSP within this larger (initial) aviation buffer zone. As Spirit Energy operate the Calder Field facilities during the production phase it is for Spirit Energy to</p>	Agreed – subject to 3.76nm being also secured around CPC1 until at least COP of Calder as anticipated to be secured within the Protective Provisions in favour of Spirit Energy

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
			confirm whether this would be acceptable during the production phase of the Calder Field.	
HE 4.4	Size of reduced (enduring) aviation buffer zone	<p>The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) define the "WTG and OSP aviation enduring buffer zone" to be 1.5nm noting they don't agree with the need for 1.9nm and believe that 1.5nm is sufficient (see item HE 6.3 below).</p> <p>See Comment APP8 on the annotated Harbour PPs at Section 3 and Comment APP13 on the Annotated Spirit PPs at Section 4 of REP6-043.</p> <p>The Applicant has provided at Deadline 6 versions of the Spirit and Harbour Protective Provisions Plan with the "WTG and OSP aviation enduring buffer zone" set at both 1.5nm and 1.9nm</p>	<p>Harbour Energy's Protective Provisions (Clean with comments (REP5a-079) define the "WTG and OSP aviation post-COP buffer zone" to be 1.9nm. Any distance less than this would result in much more significant disruption to flights as approach/landing and take-off would only be possible under certain wind directions that allow 1.9nm of clear airspace upwind and downwind of the Calder Platform (see item HE 6.3 below).</p>	Not Agreed – material impact
HE 4.5	Existence of a cap on the undertaker's liability in respect of	Both the Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order	Both the Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order	Agreed – in respect of Calder Field decommissioning and subject to confirmation by Spirit

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
	compensation during the decommissioning phase	(draft DCO) (Document Reference 3.1) and Harbour Energy's Protective Provisions (Clean with comments (REP5a-079) provide for a cap on the undertaker's liability in respect of compensation during the decommissioning phase.	(draft DCO) (Document Reference 3.1) and Harbour Energy's Protective Provisions (Clean with comments (REP5a-079) provide for a cap on the undertaker's liability in respect of compensation during the decommissioning phase.	Energy in respect of the production phase.
HE 4.6	Financial level of liability cap	<p>The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) provide for a liability cap of £3,000,000. The Applicant considers that there is need for a fair balance of risk between future and current energy sources.</p> <p>The Applicant considers that Harbour Energy's tax planning is a matter for them and not something the Applicant can or should be liable for. In the time available since D5a, the Applicant has not been able to engage in any detail in the O&amp;G tax position set out by Harbour in its submissions, but is content to understand Harbour's position more fully in discussions post-Examination.</p>	<p>Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) provide for a cap of £22,000,000.</p> <p>Harbour Energy agrees with the Applicant that there is a need for "a fair balance of risk between future and current energy sources" but considers that the Applicant's proposed cap does not represent such a fair balance.</p> <p>A set out in more detail in Harbour Energy's DL6 comments on the Applicant's proposed protective provisions (REP6-062), the reasons for the substantial difference between Harbour Energy's and the Applicant's positions are that:</p> <p>(i) Harbour Energy assesses that its actual losses would be in the range of</p>	Not Agreed – material impact

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
			<p>£3,000,000 to £8,000,000 whereas the Applicant believes they would not be so great; and</p> <p>(ii) Due to current oil industry taxation, any compensation received would be taxed at 78% whilst additional costs incurred would only receive tax relief at 40%. Thus a payment of £22,000,000 would be required to act as mitigation for an economic loss of £8,000,000.</p> <p>The Applicant has rejected the grossing up of costs to account for any tax payable by Harbour Energy on any compensation, or tax relief obtained by Harbour Energy on additional costs incurred. The Applicant's comment that "Harbour's tax planning is a matter for them and not something the Applicant can or should be liable for" misses the point of compensating Harbour Energy for the costs incurred as a result of the authorised development. If Harbour Energy incurs an additional £1million of decommissioning costs as a result of the authorised</p>	

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
			<p>development, under current tax rules, tax relief at 40% would be claimable resulting in a net cost of £600,000. Were the Applicant to pay compensation to Harbour Energy, based on the Applicant's proposed PP mark-up, Harbour Energy would be taxed at 78% on £1million compensation paid by the Applicant, resulting in a net receipt of £220,000 and thus a significant shortfall against the net costs incurred of £480,000. This is not a matter of "tax planning", but a reality of the current asymmetry in taxation. If the intent of compensation is to keep the party incurring extra costs whole, as would normally be expected, then the Applicant's position would fall far short of this. Harbour Energy's drafting provides for future changes in taxation that may alleviate this asymmetry and is a fair and reasonable approach.</p>	
HE 4.7	Marine buffer zones	The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document	Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) provide for a 1nm marine buffer zone around Calder, and a 1nm	Agreed - in respect of Calder Field decommissioning and subject to confirmation by Spirit Energy in respect of the production phase.

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		Reference 3.1) provide for a 1nm marine buffer zone around Calder, and a 1nm marine corridor between Calder and CPC.	marine corridor between Calder and CPC.	
HE 4.8	Pipeline & Cable buffer zones	The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) provide for a buffer of 500m either side of pipelines and cables.	Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) provide for a buffer of 500m either side of pipelines and cables.	Agreed - in respect of Calder Field decommissioning and subject to confirmation by Spirit Energy in respect of the production phase.
HE 5	Co-existence agreement	Following the submission by Harbour Energy at deadline 5A (Protective Provisions (Clean with comments (REP5a-079))), the parties have met to engage on the principal terms for a commercial agreement. It is expected that this agreement will cover co-existence between the parties and will replace the need for any Protective Provisions within the draft DCO (Document reference 3.1).	Harbour Energy believes that the protective provisions it provided at Deadline D5A may serve to establish some principles, but that the parties would in practice be better to enter an agreement that takes a more pragmatic approach to compensation. Harbour Energy will engage with Applicant post-examination with a view to reaching a concluded agreement.	<b>In Discussion</b> – it hasn't been possible to reach agreement on either the drafting of protective provisions or the terms of a commercial agreement within the timeframe of the examination.  The Applicant and Harbour Energy are of the opinion that once agreed, the principles in protective provisions would form the basis for a pragmatic coexistence agreement.  The parties are committed to continued engagement with a view to reaching agreement post-examination. However, given the material misalignment on the issues itemised under

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
				items HE 4.2; HE 4.3; and HE 4.5 above, this may be challenging.
<b>Civil Aviation</b>				
HE 6.0	Helicopter Access Study	<p>The Applicant and Harbour Energy have engaged in order to undertake further analysis of effects on helicopter access for all Harbour Energy's current and future activities at the Calder Field during the Examination.</p> <p>The Applicant has further set out their position and provided additional information through the examination, with the latest position included within the following submissions:</p> <ul style="list-style-type: none"> <li>▪ The Applicant's Response to Spirit Energy's Deadline 4 Submission – Revision 01 (Volume 9) (REP5-062)</li> <li>▪ The Applicant's Response to Spirit Energy's Deadline 4 Submission Appendix A: Helicopter Access - Revision 01 (Volume 9) (REP5-063)</li> <li>▪ The Applicant's Comments on Spirit Energy's Deadline 5</li> </ul>	<p>Harbour Energy set out its response to the Applicant's Helicopter Access Study and presented a summary of its own similar study in its Written Representation (REP1-102). There has been substantial further engagement between Harbour Energy and the Applicant and further submissions by the Applicant, Spirit Energy (to the extent applicable to Calder production operations) and Harbour Energy (in respect of Calder decommissioning operations). Harbour Energy's (and, where appropriate, Spirit Energy's) latest position is included within the following submissions:</p> <ul style="list-style-type: none"> <li>▪ REP1-102</li> <li>▪ REP3-104</li> <li>▪ REP4-069</li> <li>▪ REP6-058</li> </ul>	<p><b>Not Agreed – material impact</b></p> <p>The Applicant and Harbour Energy have engaged throughout the Examination in order to undertake further analysis of effects on helicopter access for all Harbour Energy's current and future activities at the Calder Field.</p> <p>The following sub-sections summarise the status of agreement regarding specific key topics.</p> <p>To the extent that their respective positions inform the Applicant's and Harbour Energy's positions with regard to the Protective Provisions, the matters not agreed are material.</p>

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		Submission - Revision 01 (Volume 9) (REP5a-061)	As Spirit Energy operate the Calder Field facilities during the production phase it is for Spirit Energy to confirm its view in respect of aviation requirements during the production phase of the Calder Field.	
HE 6.1	The presence of the Project and the wind turbine generators will restrict helicopter operations.	The location of the Morecambe Offshore Windfarm will potentially impose operational restrictions on some of the nearby gas installations. These restrictions could adversely impact on the ability to fly routine crew change flights to support crewed platforms, NUIs, drilling rigs and other vessels working over well heads.	Flights to offshore installations in the East Irish Sea are highly integrated. During remaining production operations from the Calder Field maintenance is, and will continue to be, undertaken by Spirit Energy personnel using Spirit Energy's aviation provider. The personnel are based on Spirit Energy's AP1 installation. From here they are ferried by helicopter to work on Spirit Energy's and Harbour Energy's East Irish Sea installations. As the proposed Morecambe Generation Assets could be one point five (1.5) nautical miles of AP1, flights to and from AP1 would be severely limited and there would, as described in Appendix D of Spirit Energy's Relevant Representation (RR-077), be consequent disruption to all	<b>Agreed.</b>



Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
			<p>flights using the AP1 helideck. Visits to the Calder Platform during production operations are managed as part of Spirit Energy's integrated EIS operations and are therefore not controlled by Harbour Energy. As a result, Harbour Energy's operations at the Calder Platform will suffer from the cumulative impact of the Morecambe Generation Assets on all of Spirit Energy's East Irish Sea operations.</p> <p>Harbour Energy's future arrangements for aviation support during decommissioning of the Calder facilities have yet to be finalised. Given the remoteness of the EIS from other oil and gas operations, aviation support options for the Calder Field decommissioning activities are limited. For the purposes of Harbour Energy's analysis (refer to appendix A of REP1-102), it is assumed that helicopters will be brought to the EIS from another area of the UKCS and that, unlike flights in support of current production operation, there would be no requirement</p>	

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
			<p>to fly via the Spirit Energy's Morecambe AP1 Platform.</p> <p>There is not, nor is there anticipated to be, sufficient availability of suitable helicopters to allow dedicated helicopters to be relocated to the EIS for the duration of the Calder Field decommissioning operations. Calder Field decommissioning is expected to require approximately one flight per day during the approximate four (4) months of peak activity. Such a level of activity, would be insufficient to justify dedicated helicopters, were they to be available. A more likely scenario is that a helicopter would be made available part-time from another area of the UKCS. For example, a helicopter could be moved to the EIS for three (3) days per week and all the flights for Calder Field decommissioning would be undertaken during this time. In such an arrangement, any loss of an opportunity to fly to the Calder Field arising from the proximity of the Morecambe Generation Assets would result in a lengthening of the Calder decommissioning programme</p>	

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
			relative to the duration of the programme if the Morecambe Generation Assets were not in the process of or had completed construction. Sharing an aircraft between operations in the EIS and Harbour Energy's operations elsewhere in the UK will already be challenging, however the impact of the Morecambe Generation Assets will compound these challenges and lead to significant disruption to Harbour Energy's operations.	
HE 6.2	The restrictions on helicopter operations will be different for flights undertaken during the day in visual metrological conditions (VMC) when compared with the restrictions on flights undertaken during the day in instrument metrological conditions (IMC), and during the night in both VMC and IMC	The restrictions on helicopter operations will be different for flights undertaken during the day in visual metrological conditions (VMC) when compared with the restrictions on flights undertaken during the day in instrument metrological conditions (IMC), and during the night in both VMC and IMC	The restrictions on helicopter operations will be different for flights undertaken during the day in visual metrological conditions (VMC) when compared with the restrictions on flights undertaken during the day in instrument metrological conditions (IMC), and during the night in both VMC and IMC.	<b>Agreed.</b>
HE 6.3	Distance required under day VMC	The Applicant maintains that 1.26nm of clear airspace is sufficient clear airspace around a helideck to allow take-off and	As summarised by Spirit Energy in Appendix A of REP6-058, Harbour Energy considers that a minimum of 1.9nm is required around a helideck in order to	<b>Not Agreed – material impact</b>

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		<p>landing under any wind direction.</p> <p>Notwithstanding this view, the Applicant is proposing that 1.5nm of clear airspace is made available.</p> <p>See Comment APP8 on the annotated Harbour PPs at Section 3 and Comment APP13 on the Annotated Spirit PPs at Section 4 of REP6-043.</p> <p>The Applicant acknowledges and appreciates Harbour's acceptance that during decommissioning it would be willing to restrict flights to daylight.</p> <p>The Applicant has provided at <a href="#">Deadline 6</a> versions of the Spirit and Harbour Protective Provisions Plan with the "WTG and OSP aviation enduring buffer zone" set at both 1.5nm and 1.9nm</p>	<p>allow day VMC take-off and landing under any wind direction.</p> <p>Harbour Energy made a significant concession in its Written Representation (REP1-102) by accepting that during decommissioning it would be willing to restrict its flights to daylight.</p>	
HE 6.4	Distance required under IMC	As set out in submission made at Deadline 5 (REP5-063) the Applicant considers that a smaller buffer, between 2.81nm to 3.39nm depending on the	As summarised by Spirit Energy in Appendix A of REP6-058, Harbour Energy considers that a minimum of 3.76nm is required around a helideck in	<b>Not Agreed – no material impact</b> subject to use of 3.76nm until actual cessation of production from the Calder Field.

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		take-off mass, is sufficient to allow for take-off under IMC. Notwithstanding this view, the Applicant is willing to accept the use of 3.76nm in determining the "WTG aviation interim buffer zone".	order to allow IMC take-off under any wind direction.	
HE 7	Impact of aviation on oil and gas operations	<p>The Applicant has assessed potential impacts on oil and gas assets including in relation to Civil Aviation as part of assessments as well as access studies within Environmental Statement (ES) Chapter 17 Infrastructure and Other Users (APP-054), Appendix 17.1 Helicopter Access Study (APP-081) which concluded that, following the implementation of additional mitigation measures, all residual effects across all phases of the Project were not significant.</p> <p>Further assessments have been undertaken during the Examination including the following:</p> <ul style="list-style-type: none"> <li>▪ The Applicant's Response to Spirit Energy's Deadline 4 Submission – Revision 01 (Volume 9) (REP5-062)</li> </ul>	<p>Harbour Energy consider that the Applicant's Helicopter Access Study does not present a correct assessment and therefore the Applicant's assessment of impact on oil &amp; gas assets, including Harbour Energy's Calder platform is incorrect.</p> <p>It is Harbour Energy's assessment that as currently proposed the Morecambe Generation Assets would threaten the viability of continuing production from the Calder Field during and following construction of the Morecambe Generation Assets and that there would be very significant economic losses during subsequent decommissioning.</p> <p>This is set out in detail in Harbour Energy's Written Representation submitted at</p>	<b>Not Agreed – material impact</b>

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		<ul style="list-style-type: none"> <li>The Applicant's Response to Spirit Energy's Deadline 4 Submission Appendix A: Helicopter Access - Revision 01 (Volume 9) (REP5-063)</li> </ul> <p>The Applicant has developed further additional mitigation measures in relation to impacts on Civil Aviation which are secured as protective provisions in favour of Harbour Energy . These are included in the draft DCO (Document Reference 3.1).</p> <p>These have been drafted to incorporate amendments proposed by Harbour Energy within their Deadline 5A submission (Protective Provisions (Clean with comments (REP5a-079)).</p> <p>The Applicant also considers that measures to address impacts to civil aviation could also be addressed through a co-existence agreement; the Applicant is committed to entering into such an agreement (see HE5 above).</p>	<p>DL1 (REP1-102) and in Spirit Energy's Relevant Representation (RR-077), Written Representation (REP1-116), Spirit Energy's and Harbour Energy's DL3 submission REP3-102 and REP3-104.. At Deadline D5A, Harbour Energy confirmed that, as a result of the concession to limit flying to daylight during decommissioning, a buffer of 1.9nm (sufficient for day VFR access) would, in conjunction with acceptable compensation terms (see HE 4.6), be sufficient post cessation of production from the Calder Field, during the decommissioning phase and incorporated this in its proposed Protective Provisions (REP5a-079).</p> <p>As Spirit Energy operate the Calder field facilities during the production phase it would be for Spirit Energy to confirm its requirements in respect of aviation during the production phase of the Calder Field.</p>	

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
HE 8	Safety of Operations of existing facilities	<p>The Applicant does not consider that in relation to Civil Aviation that the presence of the Project, taking account of mitigation secured in the draft Protective Provisions, would present a safety risk to the operation of Harbour Energy's assets in the East Irish Sea, or materially or adversely affect its future viability. As stated in the Applicant's Response to Spirit Energy's Deadline 4 Submission Appendix B: Effect of Proposed Morecambe Offshore Windfarm on Offshore Oil and Gas Operations_Rev 02 (REP5-064), it is the Applicant's view that it is not credible that a short delay in flight access due to the presence of the Project will significantly adversely impact on the functioning of a Safety and Environmentally Critical Elements (SECE).</p> <p>The Applicant has drafted protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1). In relation to the civil aviation aspects of the operation and decommissioning</p>	<p>Should the Project introduce any restriction on airspace within 3.76nm of the Calder platform or the CPC1 platform, the Project will significantly restrict civil aviation and Harbour Energy believes that there will be a significant adverse impact on safety due to the inability to maintain SECEs. As set out in Spirit Energy's Relevant Representation (RR-077), and subsequent submissions, including REP1-116, REP3-102, REP4-069, REP5-089 and REP6-058. , Spirit Energy believes that the loss of flying opportunities is likely to prevent carrying out necessary maintenance and verification work on SECEs. In this eventuality, production from the Calder Field would have to be suspended. Thus, the presence of the Project could threaten the future viability of continuing production from the Calder Field. This is the reason why:</p> <p>(i) Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) define the "defined term pre-</p>	<b>Not Agreed – material impact</b>

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		<p>of the Calder field, these have been drafted to take account of the requirements set out by Harbour Energy within their Written Representation (REP-102) and to incorporate amendments proposed within their Deadline 5A submission (Protective Provisions (Clean with comments (REP5a-079)).</p> <p>The Applicant also considers that measures to address impacts to civil aviation could also be addressed through a co-existence agreement; the Applicant is committed to entering into such an agreement (see HE5 above).</p>	<p>COP" to be a radius of 3.76nm; and</p> <p>(ii) why it is imperative that this 3.76nm buffer zone remains in place until actual cessation of production from the Calder Field.</p> <p>As long as these two conditions are met, Harbour Energy is believes that the Project would not cause an adverse effect on safety during production operations but as Spirit Energy operate the Calder field facilities during the production phase it would be for Spirit Energy to confirm its requirements in respect of aviation during the production phase of the Calder Field. Furthermore, Harbour Energy expects that protective provisions granted for the benefit of Spirit Energy (as Calder operator/duty holder) would also be drafted to provide the same protections to Harbour Energy in its capacity as the Calder Field owner. Neither the protective provisions proposed by the Applicant or Spirit Energy extend any such protections to Harbour Energy.</p>	



Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
			The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) give a buffer zone of 3.76nm but only until the backstop date of 1 January 2029 leaving a material adverse effect on safety following the backstop date and before actual COP.	
<b>Shipping and Navigation– in respect of Calder Field decommissioning</b>				
HE 9.0	Impact of Project on shipping and navigation supporting oil and gas operations	The Applicant has assessed potential impacts on oil and gas assets including in relation to Shipping and Navigation as part of shipping and navigation assessments as well as access studies within ES Chapter 14 Shipping and Navigation (APP-051), and Navigation Risk Assessment (APP-073) which concluded that, following the implementation of additional mitigation measures, all residual effects across all phases of the Project were not significant.	Significant progress has been made through the course of the Examination. The sub-sections below summarise the current status of agreement on each issue but it should be noted that Spirit Energy in its capacity as operator/duty holder of the Calder Field up until actual cessation of production from the Calder Field would need to confirm its requirements in respect of shipping and navigation.	<b>Agreed</b> in respect of Calder Field decommissioning and subject to confirmation by Spirit Energy in respect of the production phase.
HE 9.1	Radar Early Warning System (REWS)	The Applicant has also undertaken further assessment	Harbour Energy is satisfied that, despite the impairment of the	<b>Agreed</b> in respect of Calder Field decommissioning and

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		throughout the Examination which supports this conclusion (Environmental Statement Appendix 17.2 Radar Early Warning System Technical Report - Revision 02 (REP3-034) and The Applicant's Response to Spirit Energy's Deadline 4 Submission Appendix E: Shipping and Navigation (REP5-067)).	effectiveness of the Radar Early Warning System (REWS) at Morecambe South which currently provides early warning of potential vessel allision events with the Calder Platform, operations at the Calder Field during the decommissioning phase will not be at significantly greater risk of allision by passing vessels. As Spirit Energy operate the Calder Field facilities during the production phase it is for Spirit Energy to confirm its requirements in respect of marine access and mutually exclusive simultaneous operations during the production phase of the Calder Field.	subject to confirmation by Spirit Energy in respect of the production phase.
HE 9.2	Marine Access and Mutually Exclusive Simultaneous Operations	The Applicant has drafted protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1). In relation to the shipping and navigation aspects of the operation and decommissioning of the Calder field, these have been drafted to take account of the requirements set out by Harbour Energy within their Written Representation (REP-	Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) define: a "WTG and OSP marine buffer zone"; a "WTG marine corridor"; and a "pipeline and cable proximity area".  The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) contain equivalent definitions.	<b>Agreed</b> in respect of Calder Field decommissioning and subject to confirmation by Spirit Energy in respect of the production phase.

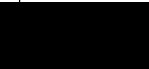

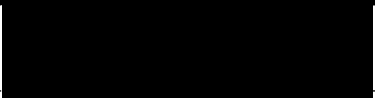

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		<p>102) and to incorporate amendments proposed within their Deadline 5A submission (Protective Provisions (Clean with comments (REP5a-079)).</p> <p>The Applicant also considers that measures to address impacts to shipping and navigation could also be addressed through a commercial agreement; the Applicant is committed to entering into such an agreement (see HE5 above).</p>	<p>Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) specify that prior to the commencement of construction of the authorised development, the undertaker and the owner shall use reasonable endeavours to enter into a coexistence agreement. Furthermore, that the coexistence agreement should include provisions covering proximity agreements on standard UK oil and gas industry terms and arrangements for coordinating marine access and simultaneous operations.</p> <p>The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) contain the same requirement.</p> <p>As Spirit Energy operate the Calder Field facilities during the production phase it is for Spirit Energy to confirm its requirements in respect of marine access and mutually exclusive simultaneous</p>	

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
			operations during the production phase of the Calder Field.	
HE 10	Safety of Operations of existing facilities	<p>The Applicant does not consider that in relation to Shipping and Navigation that the presence of the Project, taking account of mitigation secured in the draft protective provisions, would present a safety risk to the operation of Harbour Energy's assets in the East Irish Sea, or materially or adversely affect its future viability.</p> <p>The Applicant has drafted protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1). In relation to the shipping and navigation aspects of the operation and decommissioning of the Calder field, these have been drafted to take account of the requirements set out by Harbour Energy within their Written Representation (REP-102) and to incorporate amendments proposed within their Deadline 5A submission (Protective Provisions (Clean with comments (REP5a-079)).</p>	<p>Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) define: a "WTG and OSP marine buffer zone"; a "WTG marine corridor"; and a "pipeline and cable proximity area".</p> <p>The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) contain equivalent definitions.</p> <p>Harbour Energy's Protective Provisions (Clean with comments (REP5a-079)) specify that prior to the commencement of construction of the authorised development, the undertaker and the owner shall use reasonable endeavours to enter into a coexistence agreement. Furthermore, that the coexistence agreement should include provisions covering proximity agreements on standard UK oil and gas industry terms and arrangements for coordinating</p>	<b>Agreed</b> in respect of Calder Field decommissioning and subject to confirmation by Spirit Energy in respect of the production phase.

Topic/ ref.	Discussion point	Applicant's position	Harbour Energy position	Position summary
		<p>The Applicant also considers that measures to address impacts to shipping and navigation could also be addressed through a commercial agreement; the Applicant is committed to entering into such an agreement (see HE5 above).</p>	<p>marine access and simultaneous operations.</p> <p>The Applicant's protective provisions in favour of Harbour Energy within the draft Development Consent Order (draft DCO) (Document Reference 3.1) contain the same requirement.</p> <p>Subject to these provisions being adopted within the DCO, Harbour Energy does not consider that the Project would introduce an adverse effect on safety in respect of shipping and navigation during the decommissioning phase of the Calder Field.</p> <p>As Spirit Energy operate the Calder Field facilities during the production phase it is for Spirit Energy to confirm its requirements in respect of shipping and navigation during the production phase of the Calder Field.</p>	

### 3 Signatures

21. The above SoCG is agreed between Harbour Energy and the Applicant on the day specified below.

Signed:	
Print Name:	
Job Title:	Senior Vice President - Harbour Energy
Date:	23/04/2025
Duly authorised for and on behalf of Chrysaor Resources (Irish Sea) Limited	
Signed:	
Print Name:	
Job Title:	Consents Manager (Generation)
Date:	23 April 2025
Duly authorised for an on behalf of the Applicant	

## 4 References

DESNZ (2024) Overarching National Policy Statement for Energy (EN-1)

DESNZ (2024) Overarching National Policy Statement for Renewable Energy Infrastructure (EN-3)

# 9.15 Statement of Common Ground with Harbour Energy Rev 02

Final Audit Report

2025-04-23

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