

## Response to Secretary of State Consultation Letter 1 in respect of Morecambe Generation Assets by Chrysaor Resources (Irish Sea) Limited (hereafter referred to as Harbour Energy)

Item No.	Request for Information Question	Harbour Energy Response
19	The Applicant and Harbour Energy are invited to provide any additional responses to Spirit Energy's assessment of the Morecambe Offshore Windfarm's impact on MH Assets Safety and Regulatory Compliance, as set out in their most recent submission [REP6-058].	Harbour Energy has confidence in Spirit Energy as duty holder for its Calder operations and as such has no further comment or information to add to Spirit Energy's assessment of the Morecambe Offshore Windfarm's impact on MH Assets Safety and Regulatory Compliance, as set out in their most recent submission [REP6-058].
20	The Applicant, Harbour Energy and Spirit Energy are requested to provide an update on the progress made towards agreeing the form of the Protective Provisions to be included at Part 2 and Part 3 of Schedule 3 of the Applicant's draft Development Consent Order [REP6-002].	<p>The Applicant and Harbour Energy have discussed the SoS request for information dated 21 August 2025 and have agreed the following joint response.</p> <p>Throughout the application process the Applicant and Harbour Energy met regularly, with meetings continuing during the examination. The Parties have engaged post-examination to understand the extent to which each of the Party's activity programmes may align, and to agree a form of Protective Provisions to be included Part 2 of Schedule 3 of the Development Consent Order.</p> <p>Through these discussions the Applicant and Harbour Energy have now agreed the form of the Protective Provisions which both parties agree can be included in Part 2 of Schedule 3 of the Development Consent Order, and are appended to this response at Appendix A. With the conclusion of these discussions Harbour Energy can confirm to the SoS that subject to the inclusion of the agreed form Protective Provisions in the made DCO it withdraws its objection to the Morecambe Generation DCO application.</p>

## PART [2]

### For the protection of Harbour Energy

#### Application

1. For the protection of the owners from time to time of the Calder Field, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy, unless otherwise agreed in writing between the undertaker and the owner, the provisions of this Part of this Schedule shall have effect until completion of all activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the Calder Field.

#### Interpretation

2. In this Part of this Schedule —

“**cable**” means the power and telecommunications cables connecting the Calder Platform to the Central Processing Platform 1 complex located in the South Morecambe Field (United Kingdom Continental Shelf block 110/3a) shown purple and annotated as Calder to CPP1 on the Harbour Protective Provisions Plan;

“**Calder Field**” means the Calder offshore gas field which underlies United Kingdom Continental Shelf block 110/7a;

“**Calder Field Facilities**” means the facilities and infrastructure pertaining to the Calder Field;

“**Calder Platform**” means the normally unattended, minimum facilities wellhead platform located in the United Kingdom Continental Shelf block 110/7a D;

“**coexistence agreement**” means an agreement entered on reasonable terms between the undertaker and the owner in respect of the authorised development and the owner’s works to reconcile and protect the interests of the parties as are known at the time;

“**CPP1**” means the manned Central Processing Platform hub complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“**Harbour Energy**” means Chrysaor Resources (Irish Sea) Limited, a subsidiary of Harbour Energy PLC;

“**Harbour Protective Provisions Plan**” means the plan certified as the Harbour Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“**licence**” means United Kingdom Petroleum Production Licence P099;

“**ministerial statement**” means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

“**owner**” means the owners from time to time of the Calder Field, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy;

“**owner’s works**” means any exploration, appraisal, development, production, maintenance, interventions or decommissioning activity in accordance with and pursuant to the licence or any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the Calder Field Facilities;

“**pipeline and cable proximity area**” means the area five hundred meters (500m) either side and directly above the pipeline and cable, shown edged pink and annotated as the pipeline and cable proximity area on the Harbour Protective Provisions Plan;

“**pipeline**” means —

- (a) the 3” Rivers onshore terminal to Calder chemical pipeline with pipeline reference number PL1965; and
- (b) the 24” Calder to Rivers onshore terminal gas pipeline with pipeline reference number PL1966

shown green and annotated as the Calder to Rivers Onshore Terminal (PL1966) and Rivers Onshore Terminal to Calder (PL1965) on the Harbour Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

“**relevant activities**” means all development activity relating to the carrying on of the undertaker’s and owner’s businesses within, or adjacent to the pipeline and cable proximity area or the WTG and OSP aviation buffer zone or WTG and OSP marine buffer zone or WTG marine corridor, as the case may be, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals

and consultation in respect thereof, the acquisition of or application for new oil or gas blocks;

**“temporary surface infrastructure”** means any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include temporary surface infrastructure in transit;

**“WTG and OSP aviation buffer zone”** means (i) a circular area of three point seven six nautical miles (3.76 nm) of clear airspace measured from the nearest outer extremity edge of the Calder Platform to any tip from any wind turbine generator located within the order limits and extending vertically from mean sea level; and

(ii) a circular area three point seven six nautical miles (3.76 nm) of clear airspace measured from the nearest outer extremity edge of CPP1 to any tip from any wind turbine generator located within the order limits;

each as shown edged dashed purple and annotated as the WTG and OSP aviation buffer zone on the Harbour Protective Provisions Plan;

**“WTG and OSP marine buffer zone”** means an area of one nautical mile (1 nm) measured from the outer extremity edge of the Calder Platform and extending vertically from mean sea level shown edged in light green and annotated and shown as the WTG and OSP marine buffer zone on the Harbour Protective Provisions Plan; and

**“WTG marine corridor”** means a one nautical mile (1 nm) wide corridor of clear sea space between the Calder Platform and CPP1 edged in dark green and annotated and shown as the WTG marine corridor on the Harbour Protective Provisions Plan.

### **Restriction on authorised development**

3. (1) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the owner and the undertaker.  
(2) In the case of temporary surface infrastructure, the owner may not unreasonably withhold consent where the undertaker has been reasonably requested to place temporary infrastructure in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor by a statutory consultee.
4. Prior to 1st January 2029, no wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation buffer zone unless otherwise agreed in writing between the owner and the undertaker.
5. The restrictions in paragraphs 3 and 4 in the WTG and OSP aviation buffer zone, WTG and OSP marine buffer zone, and WTG marine corridor shall cease to have effect if the Secretary of State, having consulted with the owner, has confirmed in writing that the Calder Field Facilities have been decommissioned.

### **Coexistence agreement**

6. 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 (which includes provision for proximity agreements on standard UK oil and gas industry terms and arrangements for coordinating marine access and simultaneous operations).

### **Provision of information**

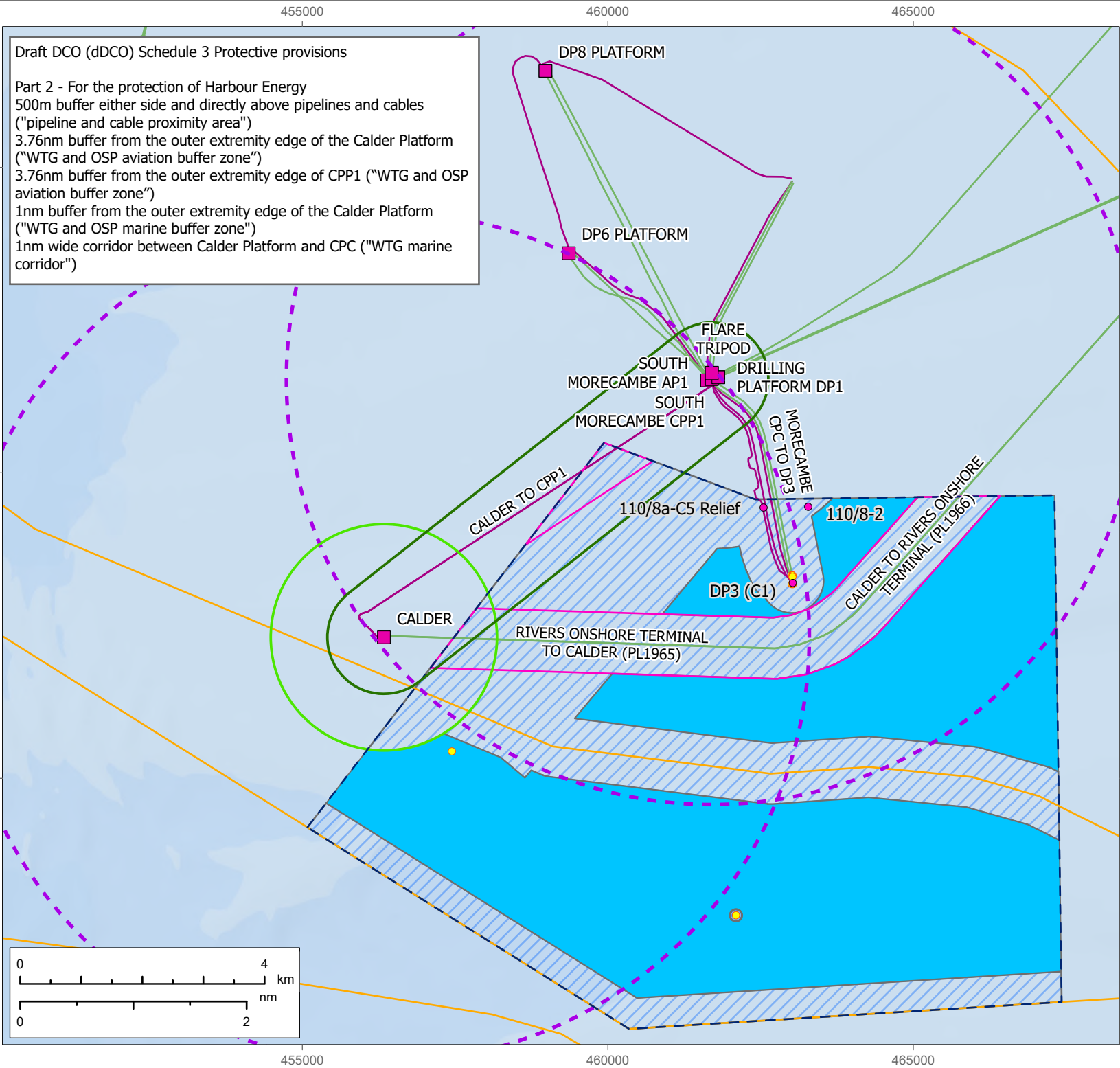
7. Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998 in relation to the Calder Field Facilities.

### **Cooperation**

8. The undertaker and the owner must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Schedule.
9. Nothing in this Part of this Schedule shall affect any rights or obligations or assessment of compensation in accordance with the ministerial statement and any associated guidance.

**Arbitration**

- 10.** Any difference arising between the undertaker and the owner under this Part shall be referred to and settled by arbitration under article 15 (arbitration).



- LEGEND**
- Morecambe Offshore Windfarm site
  - Unconstrained area
  - Constrained area
  - WTG and OSP aviation buffer zone
  - WTG and OSP marine buffer zone
  - WTG Marine Corridor
  - Pipeline and cable proximity area
  - Wells
  - Spirit legacy and relief well locations
  - Platform
  - Pipelines & umbilicals
  - Power cable
  - Telecoms cable

Data:  
NSTA, MMO  
Esri, HERE, Garmin, USGS  
Esri, HERE  
OceanWise, Esri, Garmin, NaturalVue


PROJECT: MORECAMBE OFFSHORE WINDFARM:  
GENERATION ASSETS

TITLE: Harbour Protective Provisions Plan

REV	DATE	COMMENTS	DRAWN	CHECKED
001	03/09/2025		SK	OG

ARCGIS REF: FLO\_MOR\_GIS\_PRJ001\_MOR\_GenDCO\_PP\_Rev001  
DRAWING: FLO-MOR-GIS-MAP037e-Protective Provisions-Rev001

SCALE:	PAGE SIZE:	COORDINATE SYSTEM:
1:85,000	A4	WGS 1984 UTM Zone 30N

 **MORECAMBE**