

ISH3 Comment (from transcript)	Harbour Energy Response
<p>01:03:58:16 - 01:04:29:09</p> <p><b>[Examiner:]</b> Yeah. Just two, two very quick items before lunch. Hope that's okay. And then we can come on cleanly to the next agenda item after lunch. Um, item B is relating to Harbour Energy, and obviously they're there. They're not present today. So it was really just an update. Um, and we said we do. We do still expect those written responses to be received at deadline six, together with a final statement of common ground, um, with Harbor Energy.</p>	<p>Harbour Energy is responding at this DL6 to the Applicant's oral evidence at ISH3.</p>
<p>01:04:29:11 - 01:05:12:23</p> <p>But I just just wanted, um, the applicant's comments on, uh, the potential protective provisions, um, that were noted by Harbor Energy in their deadline five submission. Um, understanding that you've said that previously that there would be an inappropriate and an unnecessary issue could go through the Marine Navigation Forum instead. But I understand there's precedent for for similar protective provisions in other offshore wind farms where the where the operator is not within the order limits, but are nearby or helicopters passing passing by.</p> <p>01:05:13:08 - 01:05:16:18</p> <p>Is there any any comments that you have on that for me, please?</p>	<p>Harbour Energy notes the Examiner's reference to there being precedent for protective provisions being included to protect activity outside of the order limits. Examples include: Hornsea Project One (for the protection of ConocoPhillips (UK) Limited; Hornsea Project Two (Part 3: Requirements and Schedule 12 protective provisions for the protection of Centrica, Phillips 66 and ConocoPhillips); Dudgeon and Sheringham Shoal Extension Projects (for the protection of Perenco).</p>
<p>01:05:17:22 - 01:05:58:10</p> <p>Yes, <b>Patrick, for the applicant:</b> Um, madam, what proposed to do is just do a bit of a summary of the applicant will, of course, respond to Harbour's deadline five submission at deadline six. But I can just go through the headline points now for the examining authority, which will explain why is still the applicant's position that protected provisions are necessary. The applicant has been engaged, continuing to engage with Harbor Energy, as you'd expect on trying to reach an agreed position. There are a number of points in the statement of common ground that were not agreed at this point, and that primarily is around the a difference in opinion about the need for further mitigation to be secured.</p>	<p>As the Applicant has indicated here that they will set out their arguments more fully at DL6, Harbour Energy may supplement this DL6 response at DL7.</p>
<p>01:05:59:14 - 01:06:32:26</p> <p>Um, as I set out in our deadline five submission, their concerns relate to three</p>	<p>Firstly it should be clarified that Harbour Energy's concerns relate to the decommissioning of Millom East wells rather</p>

<p>aspects of the decommissioning of the platform. Um, the first aspect is potential restrictions on helicopter access to Non-production installation that would be used for decommissioning. The second act. The second point is potential simultaneous operations in the marine environment. And the third point is marine access. And for each of those aspects, the applicant does not consider that any further mitigation is necessary, based in part on some of the recent precedent that you have alluded to.</p> <p>01:06:32:28 - 01:06:35:01</p> <p>And I will come on to comment on in a moment.</p>	<p>than decommissioning of a platform as stated here by the Applicant. Harbour Energy agrees that the concerns raised in our DL5 submission can reasonably be summarised as relating to:</p> <ul style="list-style-type: none"> <li>- Restrictions on helicopter access</li> <li>- Management of mutually exclusive simultaneous operations; and</li> <li>- Ensuring marine access.</li> </ul>
<p>01:06:36:21 - 01:07:02:02</p> <p>Um, just before I turn to the precedent point, the applicant does note that there is no certainty that there will be disruption to Harbour's decommissioning operations as a result of either the construction or operation of the Morgan Generation wind farm.</p>	<p>Harbour Energy notes the Applicant's acknowledgement that construction and operation of the Morgan Generation Assets will result in disruption to Harbour Energy's decommissioning operations.</p>
<p>And the applicant understands that the timing of Harbor's decommissioning activity does remain uncertain, and there is every possibility that this takes place before the wind farm development commences.</p>	<p>Harbour Energy agree that the timing of decommissioning is uncertain but there is a possibility that Harbour Energy's decommissioning activity could be completed prior to operation of the wind farm. In recognition of this, Harbour Energy proposed at DL5 (Section 3.3 of <a href="#">REP5-054</a>) a mitigation that we believe balances the inconvenience experienced by each party. Harbour Energy is disappointed that the Applicant's comments at ISH3 make no reference to this proposal.</p>
<p>01:07:03:28 - 01:07:23:22</p> <p>In addition, the decommissioning program would take place over a relatively short period. Um Harbor have indicated that around 120 days, split through a number of years. And that in itself limits the likelihood and extent of any conflict which would occur, and the applicant does consider that a relevant factor when considering what mitigation is reasonable or appropriate.</p>	<p>The main aviation impact on Harbour Energy's decommissioning programme would be during the plugging and abandoning of the Millom East wells. This is expected to take place over a contiguous period of about 120 days.</p> <p>Harbour Energy has acknowledged at DL5 (Section 3.3 of <a href="#">REP5-054</a>) that the period required for Millom East decommissioning activity is relatively short in the context of the life of the Morgan Generation Assets.</p>
<p>01:07:26:06 - 01:08:06:20</p> <p>Just turning now to the points of detail that Harbor have raised. First on helicopter access. The applicant's position is that the site selection and design has of the boundary area meets the policy tests that are set out in</p>	<p>Harbour Energy agrees that site selection and design should avoid or minimize disruption, economic loss and any adverse effect on safety.</p> <p>Harbour Energy does not agree that the current proposal meets these tests.</p>

<p>paragraph 2.8.345 of three, which requires that the design has to be made with a view to avoiding or minimizing disruption or economic loss, or any adverse effect on safety to other offshore industries.</p>	
<p>Now, the distance between the Mill and East pipeline end manifold and the closest point of the DCO boundary for the Morgan generation assets is 2.07 nautical miles. 01:08:08:03 - 01:08:39:16 On the safety limb of the of the policy. The applicant does not consider that there is any suggestion by Harbour Energy that that distance would be unsafe, and smaller distances have been agreed. As you referred to previously and are being undertaken in practice. So, for example, there is an NPI working within the nearby Walney Extension and NPI has been working at the Whitehaven and Rural Wells inside a wind farm. And the turbines in those instances are located between 1.1 and 1.3 nautical miles from the NPI.</p>	<p>Harbour Energy accepts that flights can safely be conducted to an offshore installation within 2.07nm of the nearest wind turbine rotor tip. The proximity of the wind farm will however introduce restrictions on when such flights could be made. The reduction in availability of flights will however introduce a minor adverse effect on safety for personnel on such an installation.</p>
<p>01:08:41:04 - 01:09:13:13 The protected provisions that you referred to are included in the Hornsea Four Development Consent Order. I believe that's the example that you were referring to. Um, that imposed a buffer distance around the Johnson wellhead. Excuse me? Inside the offshore wind farm, which had an aviation corridor which was 0.76 nautical miles wide, measured from tip to tip of any wind turbine generator and a wind turbine exclusion zone of 0.86 nautical miles. Radius of airspace measured from the center of each of the Johnson production whale heads. 01:09:13:26 - 01:09:26:11 Now, that's a clearly a much smaller distance than the 2.07 nautical miles that the applicant has achieved through design, and therefore they do not consider there be any impact on safety.</p>	<p>As Harbour Energy understood the Examiner at ISH2, reference was made to precedents in which protective provisions were attached to an approved DCO to protect operations outside of the Order Limits. The Applicant is here seeking to suggest that the acceptance of distances less than 2.07nm in other DCOs demonstrates that 2.07nm would have no adverse effect on safety for Millom field decommissioning. The Applicant is ignoring two material differences between the examples cited and the current situation.</p> <ol style="list-style-type: none"> <li>1. The Johnston Field is in the Southern North Sea and is supported by a different model of helicopter to those in use in the East Irish Sea in support of Millom Field operations. Accordingly the distances required for aviation operations are not the same.</li> <li>2. The protective provisions applied to the Hornsea Project 4 DCO were, as stipulated by the Secretary of State in his decision letter, associated with a compensation mechanism to compensate the Johnston owners for</li> </ol>

	<p>the restrictions that would be required to their operations. Accordingly, the Johnston Owners would be able to modify their operations as necessary to maintain the safety of the installation and receive compensation for the associated disruption and economic loss.</p>
<p>01:09:28:07 - 01:10:03:00</p> <p>Turning to the second limb of the policy, which is about avoiding or minimizing disruption or economic loss, the NPS directs that a pragmatic approach should be taken when considering these issues. That's at paragraph 3.8.342 of NPS three,</p>	<p>Harbour Energy is fully aware of the direction provided by National Policy Statement EN3. Harbour Energy observes that its proposed mitigation set out in Section 3.3 of <a href="#">REP5-054</a> is just such a pragmatic solution in compliance with EN3.</p>
<p>and the most recent DCO precedent, where this was an issue considered by the examining authority and the Secretary of State was the Sheringham Shoal and an extension offshore Wind Farm Order 2024. In that examination, the Waveney platform, which was operated by Prudential, had an ongoing operational life to approximately 2030.</p> <p>01:10:03:02 - 01:10:23:18</p> <p>At which point it would be decommissioned. So it is a slightly different set of set of circumstances where there was an operational element to that as well. And the applicant in that DCO examination initially proposed a 1.01 nautical mile buffer, with the platform operator seeking 3.3.0 nautical miles.</p> <p>01:10:26:27 - 01:10:46:24</p> <p>Towards the end of the examination, and the reason that this is a relevant precedent is that the applicant proposed a 1.26 nautical mile buffer zone between the wind farm and the platform, again a much smaller distance than would exist between the Morgan generation DCO order limits and Harbour Energies interests.</p> <p>01:10:48:21 - 01:11:21:20</p> <p>The examining authority within their report on that in their recommendation. And that's at paragraph 14.4 .29 and 14 .4. 30, acknowledged that there would be a residual economic impact on perennial at a distance of 1.26 nautical miles. But consider that that</p>	<p>The Applicant has seriously misrepresented a key aspect of this precedent. Throughout the Examination, Perenco, as Owner of the Waveney Field, had maintained that no turbines should be installed within 3nm of the Waveney platform as otherwise the development would not meet the NPS EN3 requirements of avoiding or minimising disruption and economic loss. Perenco's notification during the Secretary of State consultation following the end of the Examination is instructive and accordingly is quoted in full below:</p> <p style="text-align: center;">Dear Mr Wheadon</p> <p style="text-align: center;"><b>Perenco withdrawal of objection</b></p> <p>In response to your request for information dated 23rd November 2023 and specifically item 9, following discussions with the Applicant, Perenco has reached an agreed position with the Applicant and protective provisions satisfactory to Perenco have been included in the most recent draft DCO submitted by the Applicant.</p> <p>Accordingly, we hereby confirm withdrawal of our objection and confirm withdrawal of the protective provisions for the protection of Perenco's interests submitted by</p>

<p>was sufficient mitigation for the purposes of the NPC in three policy. It would not impose an unacceptable safety risk, and it does mitigate the disruption and economic losses that would occur both throughout the operation and decommissioning periods. 01:11:21:24 - 01:11:32:24 And that was the conclusion with which the Secretary of State agreed within that DCO that was secured through protected provisions, but there was no provisions for compensation related to that.</p>	<p>Perenco at Deadline 7 (Examination library reference REP7-122).</p> <p>Yours sincerely</p> <p>The Applicant has overlooked the fact that acceptance of protective provisions specifying a distance less than the 3nm originally sought by Perenco was reached as part of an agreement between Perenco and the Sheringham Shoal and Dudgeon Extension Project developers. The terms of this agreement have not been disclosed but it would not be unreasonable to suppose that some pragmatic mechanism such as compensation (as suggested in paragraph 14.4.28 of the Examiners' Report and recommendations to the Secretary of State) to mitigate the disruption and economic loss to Perenco would have been a part of this agreement.</p> <p>In referring to paragraphs 14.4.29 and 14.4.30 of the Examiners' Report and recommendations to the Secretary of State, the Applicant has omitted to note that at paragraph 14.4.28, the Examiners recommended to the Secretary of State that further consultation should be undertaken with Perenco. It was this consultation that led to an agreement between Perenco and the Sheringham Shoal and Dudgeon Extension Project developers.</p> <p>It should also be noted that the distance of 1.26nm is not relevant to the Millom Field as, like the Johnston Field cited earlier, the Waveney field is in the Southern North Sea and is supported by a different model of helicopter to that used in the East Irish Sea to support the Millom Field.</p>
<p>01:11:35:12 - 01:12:04:05 So the applicant's position is that the proposed distance of 2.07 nautical miles already adequately mitigates the potential impact exceeding precedent that has been imposed on protected provisions elsewhere, and therefore, it does not consider that any of the proposals that Harbour Energy put forward in its deadline five submission as proposed mitigation are necessary and would be entirely disproportionate to include due to</p>	<p>This precedent does not, as the Applicant suggests, contradict Harbour Energy's position that the Applicant's currently proposed development would result in material disruption and economic loss. Harbour Energy accepts that the Applicant may consider the proposed mitigation set out in Section 3.1 of <a href="#">REP5-054</a> to have a disproportionate impact upon the Applicant but does not agree that the other proposed mitigations (in Sections 3.2 and 3.3 respectively of <a href="#">REP5-054</a>) could be</p>

<p>the operational and construction impact they would have on the Morgan generation assets.</p>	<p>considered to be disproportionate. The Applicant has not provided any explanation to support its position. Harbour Energy maintains that its proposal in Section 3.3 of <a href="#">REP5-054</a> in particular represents a reasonable and pragmatic solution which balances the impact on each party and so fosters coexistence.</p>
<p>01:12:06:25 - 01:12:27:03 Just turning on to the second and third limbs. Um, of harbors concern, which I'll take together the mutually exclusive simultaneous marine operations and marine access. Um, the applicant maintains its position that this is a logistical matter that can be managed through normal customer and practice for marine industry, coordination</p> <p>01:12:28:24 - 01:12:46:00 and notification of mutually exclusive simultaneous operations can be facilitated through the MNF, as was discussed earlier, and would ordinarily be managed through issuing notices to mariners advising of piling works commencing, for example. And the applicant considers this as an entirely standard practice.</p>	<p>Harbour Energy echoes the Examiner's observation that there is significant precedent for the use of protective provisions to secure such safeguards. Protective provisions that cover mutually exclusive simultaneous operations were for example included in the DCO approved for each of: Hornsea Project One (for the protection of each of Centrica, Phillips 66, and ConocoPhillips); Hornsea Project Two (for the protection of each of Centrica, Phillips 66, and ConocoPhillips); and Hornsea Project Four (for the protection of the Kumutage Field and for the protection of Harbour Energy and its coventurers). Protective provisions that cover pipeline access were for example included in the DCO approved for each of: Hornsea Project One (for the protection of each of Centrica, Phillips 66, and ConocoPhillips); Hornsea Project Two (for the protection of each of Centrica, Phillips 66, and ConocoPhillips); and Hornsea Project Four (for the protection of the Kumutage Field and for the protection of Harbour Energy and its coventurers).</p> <p>Whilst Harbour Energy accepts that the issuing of Notices to Mariners through the Marine Navigation Forum is routinely undertaken, relying solely on this method allows for little, if any, advance planning and coordination of activities and provides neither party with safeguards to prevent disruption and economic loss should operations have to be suspended to allow other operations to take precedence. Harbour Energy's proposed provisions within protective provisions would ensure more proactive coordination of activities to the mutual benefit of both parties. Harbour Energy believes this to be an appropriate and pragmatic mitigation. The Applicant has failed to provide any reason why it would limit its operations.</p>

	<p>It is worth noting that notwithstanding the foregoing, a part of Harbour Energy's proposal set out in Section 3.3 of <a href="#">REP5-054</a> is that, if the Applicant accepts a phased installation of the Morgan Generation Assets, (i.e. that installation of the towers and rotors of those wind turbine generators to be placed within 3nm of the Millom East PLEM is deferred until the end of the installation programme), Harbour Energy would seek no further protections (through protective provisions or otherwise) from the Applicant with respect to aviation or mutually exclusive simultaneous operations or marine access, other than normal custom and practice for marine and industry co-ordination.</p>
<p>01:12:47:24 - 01:13:01:03</p> <p>So whilst the applicant and Harbour Energy will continue to explore the need for coordination of these, the applicant doesn't consider that now is the appropriate time to do so. It doesn't consider that it needs to be secured through the development consent order.</p>	<p>Whilst unable to disclose confidential information concerning the detail of discussions regarding any potential agreement, Harbour Energy has not been encouraged that the Applicant is open to a pragmatic and balanced approach.</p>
<p>01:13:09:11 - 01:13:26:17</p> <p>And yeah, as as a final point, that which the applicant will expand on in its, um, deadline six commission. The applicant thinks it is wholly compliant with the NPS policy in this respect, and that there wouldn't be a reasonable basis to impose further protected provisions in the draft DCO as a result.</p>	<p>Until the Applicant has elaborated this point, Harbour Energy is unable to comment further. Throughout the foregoing and in its DL5 submission (<a href="#">REP5-054</a>) Harbour Energy has sought to apply the requirements of National Policy Statements, in particular EN1 and EN3.</p>