

# Harbour Energy Closing Statement to Morgan DCO Examination

## 1. Summary

- The spatial overlap between the existing area required to complete decommissioning of the existing Millom Field and the proposed Morgan Generation Assets is small. Based on the Applicant's description of the project, no more than two wind turbine generators in a development of up to 96 such wind turbines would be affected.
- The potential temporal overlap between decommissioning activities for the existing Millom Field and the proposed existence of wind turbine generator towers and rotors that would impact this activity, is relatively short within the contexts both of the life of the Millom Field and the proposed life of the Morgan Generation Assets. The length of such temporal overlap (if any) is subject to great uncertainty. In the case of the Millom Field Decommissioning, there are significant logistical constraints and external uncertainties which cannot be resolved at this time, that affect the commencement date of the work. In the case of the construction of the Morgan Generation Assets, there are also uncertainties in timing. The Applicant has stated that "the total duration for wind turbine construction is expected to be a maximum of 18 months within a 24-month window".
- Notwithstanding the limited spatial and temporal overlap set out above, the impact of reduced availability of aviation support arising from the proposed proximity of the Morgan Generation Assets would result in a extension of the length of the Millom Field decommissioning programme thereby resulting in increasing the costs of associated vessels, crews and logistical support. This would lead to material disruption and economic loss, and not, as suggested by the Applicant, "minor logistical impact".
- In the interests of coexistence, Harbour Energy has through the course of the examination process (for the purposes of quantifying the impact) voluntarily accepted several major restrictions on its operations:
  - Accepted limitations to many Millom Field decommissioning activities and in terms of aviation support, considered only the impact upon P&A of Millom East wells and not on any other part of the Millom Field decommissioning programme;
  - Accepted that sufficient flexibility may be able to be created within flying schedules to accept that all flights would be conducted in daylight;
  - Accepted that it will be necessary to coordinate mutually exclusive simultaneous activities with the Applicant to avoid interference and safety risks to personnel.

Even accepting these, the proposed Morgan Generation Assets project would, if constructed prior to completion of Millom East P&A, still result in material disruption and economic loss to Harbour Energy. By contrast, since submitting the DCO application, the Applicant has not made any adjustments to its proposals to seek to avoid or minimise such disruption and economic loss.

- The Applicant has not made any attempt to accommodate existing Harbour Energy operations in the East Irish Sea which will be impacted economically by the construction and existence of the proposed Morgan windfarm. In particular, the Applicant has:
  - Made invalid assumptions in their analysis of the impact upon Harbour Energy

- Failed to recognise any logistical constraints on Harbour Energy’s operations (but stressing logistical constraints applicable to their own development)
  - Cited precedents which are not applicable to Harbour Energy’s operations in the East Irish Sea
  - Cited precedents whilst ignoring the existence of corresponding commercial arrangements in those cases (and in some cases incorrectly stating that no such commercial agreement existed)
  - Not engaged on any mitigations proposed by Harbour Energy nor made any alternative proposals of its own.
- As currently described in the DCO the Applicant’s proposed project does not meet the requirement of National Policy Statement EN-3 that “site selection and site design of the proposed offshore wind farm” should be “made with a view to avoiding or minimising disruption or economic loss or any adverse effect on safety to other offshore industries.”
  - Harbour Energy is of the view that there are several ways in which disruption and economic loss to its operations arising from the proposed project could be mitigated or avoided. Such mitigations would of course entail additional costs for one or both of the parties. Harbour Energy is disappointed that the Applicant has been unwilling to collaborate to find a solution and therefore asks that a condition of granting the DCO should be that an agreement has been reached with Harbour Energy to mitigate or avoid disruption and economic loss to its decommissioning operations.
  - Harbour Energy’s position is that the protective provisions included in the draft Development Consent Order are insufficient to appropriately mitigate the adverse impacts caused by the development on Harbour Energy’s ability to decommission the Millom Field facilities.
  - It is Harbour Energy’s position that the protective provisions included along with this DL7 submission (“Harbour Energy’s Draft Protective Provisions”) should be preferred by the Examining Authority over those included in the draft Development Consent Order to avoid serious detriment to Harbour Energy’s undertaking and for the reasons set out in this submission.

## 2. Introduction

Harbour Energy is the Owner and operator of the Millom Field which ceased production in 2020. The Millom Field Facilities, which include the Millom West normally unmanned installation (NUI) with associated wells and export pipeline and the Millom East subsea wells with their associated flowlines (See Figure 1) are in the process of being decommissioned. Plugging and abandonment (P&A) of the Millom West wells was completed in 2024 and platform removal is anticipated to have been completed by 2028. Phasing of remaining decommissioning activities is subject to significant uncertainty as it relies on availability of specialist vessels and (due to the remoteness of the East Irish Sea (EIS)) will be undertaken in conjunction with similar work in the EIS. Whilst Harbour Energy expects to complete its well P&A decommissioning activity by 2032, these external dependencies leave Harbour Energy with significant uncertainty regarding the actual completion of the work.

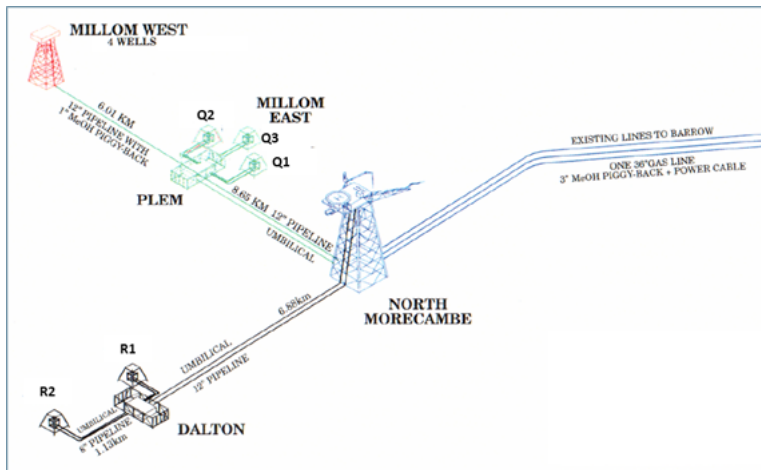


Figure 1: Millom Field Facilities Schematic (not to scale)

In order to foster coexistence, Harbour Energy has through the course of this DCO examination accepted that it could tolerate some disruption and limitations to its operations. Accordingly, in assessing the impact of the proposed project on Harbour Energy, Harbour Energy has:

- Focussed only on the most significant area of impact, namely the plugging and abandoning of the Millom East wells, and excluded all other Millom West and Millom East Field decommissioning activities where the impact would be less (Refer to 1<sup>st</sup> paragraph of section 2 of REP1-044 and Section 2.2.1 of REP1-044);
- Assumed that its helicopter flights in support of P&A of the Millom East wells could all be scheduled to take place in daylight (note for a winter programme this represents a very significant limitation on flying times) (Refer to Section 2.2.1 of REP1-044);
- Recognised that due to the proximity of the Morgan Generation Assets, coordination will be required when conducting activities such as seismic, piling or diving which are mutually exclusive simultaneous operations (discussed further in section 4.2 below).

Harbour Energy has also put forward several pragmatic proposals to mitigate the impact of the proposed project on Harbour Energy (Refer to REP5-054).

### 3. Overlap of Activities

#### 3.1 Spatial Overlap

Figure A.1 in Appendix A of Annex 3.2 to the Applicant's response to Harbour Energy's submission at Deadline 5 (REP6-xxx) (reproduced as Figure 2 below), shows a very small spatial overlap between the proposed Morgan Array Area and a circle of radius 3nm around the Millom East pipeline end manifold (PLEM). Based on the Applicant's updated project description in REP6-024, the minimum separation between wind turbine generators is proposed to be 1400m (Section 3.5.6.2 of REP6-024). On this basis, a maximum of two of the up to 96 (see Table 3.1 in Section 3.3.3 of REP6-024) wind turbine generators could be positioned within this area of overlap.

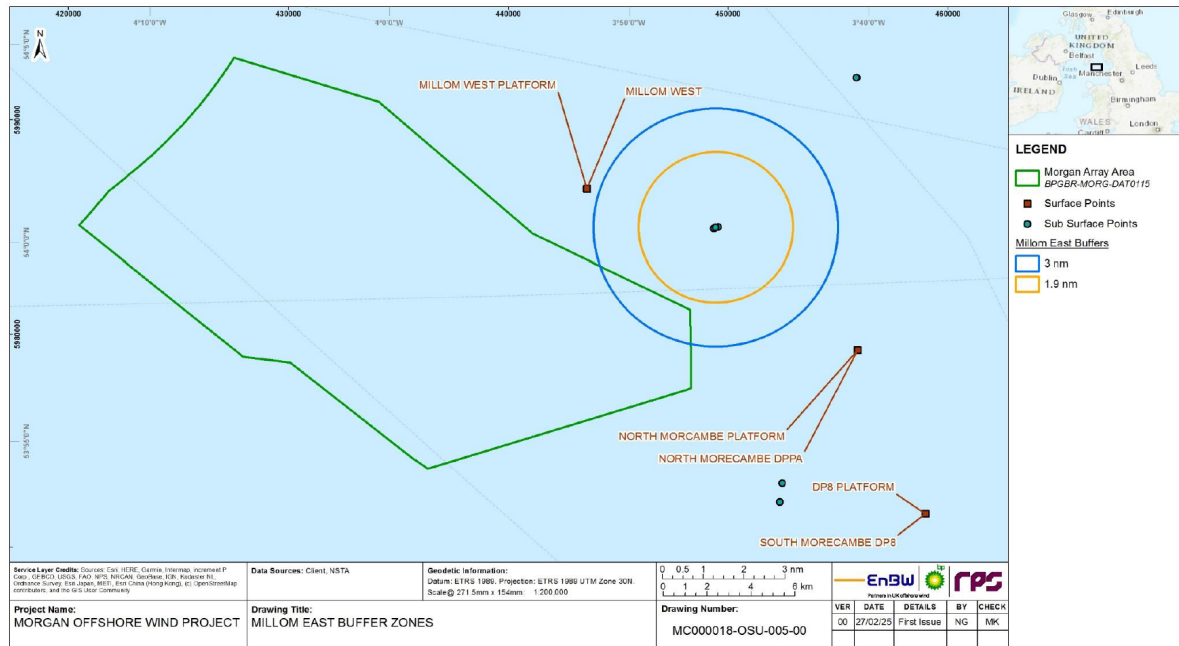


Figure 2: Millom East Buffer Zones (from Appendix A of REP6-006)

In addressing Harbour Energy’s proposed mitigation of phased installation (set out in section 3.3 of REP5-064a), the Applicant has argued (refer to row REP5-054.13 REP5-064a.13 of Table 1.1 of REP6-006) that this would have the “potential to cause material detriment to the construction of the Morgan Generation Assets”. This assertion is poorly supported. The Applicant’s argument refers to uncertainties in “sea bed conditions, foundation allocations and site preparation activities”. These are matters that would impact works on foundations but have little if any relevance to subsequent installation of wind turbine generator towers and rotors, which are the only activities that Harbour Energy is suggesting could be subject to restriction in this proposed mitigation. Harbour Energy accepts that, were the Applicant to prescribe that one or two (of the up to 96) wind turbine generator towers and rotors should be installed last, this may introduce a limited loss of flexibility and potentially a corresponding minor increase in cost. This could not plausibly result in “material detriment” as described by the Applicant but not substantiated in any way.

By contrast, the placing of any wind turbine generator within 3nm of the helideck of a non-producing installation (NPI) at the Millom East PLEM (which could be up to 100m closer to the Morgan Generation Assets than the centre of the PLEM, depending on the actual location of the NPI and the position of its helideck) would, as a result of the rules agreed by helicopter operators with the CAA, restrict flights to daylight and visual. As further discussed in section 4.1 below, the impact of this would be that Harbour Energy’s decommissioning programme, currently anticipated to last for a contiguous period of 120 days (and not as erroneously stated by the Applicant in section 6.2.1.4 of REP6-014, “120 days split through a number of years”), would be likely to be extended by between 23 and 39 days (about a 25% to 30% increase) and would result in additional costs likely to be in excess of £10 million. Harbour Energy considers both this level of disruption and economic loss to be material.

### 3.2 Temporal Overlap

Harbour Energy has made clear (refer for example to Section 1 of REP1-044) that there is significant uncertainty concerning the timing of undertaking P&A of the Millom East wells. Much of this uncertainty is beyond the control of Harbour Energy as for example it depends upon:

- the availability of suitable vessels, which is currently constrained; and
- efficient vessel utilisation by undertaking Millom East P&A as part of a combined campaign for decommissioning activities in the East Irish Sea.

It is certainly not the case, as implied by the Applicant's parenthetical comment in row REP5-054.13 REP5-064a.13 of Table 1.1 of REP6-006 that Harbour Energy has been inactive or dilatory in progressing the decommissioning of the Millom Field facilities. The above constraints are very real restrictions exacerbated by the remoteness of the EIS from other parts of the UKCS where decommissioning activities occur and such vessels are more frequently deployed.

As set out in Harbour Energy's response to the Section 42 Consultation (documented by Morgan Offshore Wind Limited the ("Applicant") in Environmental Statement Vol 2, Chapter 9: Other Sea Users, pg 7 [APP-027]), Harbour Energy anticipates the need for continued aviation access until 2030 at Millom West and to approximately 2032 at Millom East. Section 3.6.1.1. and Table 3.24 of the Applicant's revised Project Description in REP6-024, indicates a planned window for construction of wind turbine generators commencing in Q1 2028 and ending Q4 2030. Based on these estimates, there is likely to be a temporal overlap, with construction of wind turbine generators for the Morgan Generation Assets preceding completion of P&A of Millom East wells.

The mitigation proposed by Harbour Energy in Section 3.3 of REP5-054, that construction of any Morgan Generation Assets wind turbine generator towers and rotors within 3nm of the Millom East PLEM should not be undertaken until construction of all other Morgan Generation Assets wind turbine towers and rotors has been completed, seeks to increase the probability that a temporal overlap of activities within 3nm of the Millom East PLEM can be avoided. Contrary to the Applicant's assertion in section 6.2.2.7. of REP6-014 that this "would afford Harbour Energy a few more months to undertake decommissioning activities", the Applicant's statement in Section 3.5.5.5. of REP6-024 that "the total duration for wind turbine construction is expected to be a maximum of 18 months within a 24-month window" indicates that this mitigation could provide Harbour Energy with the best part of 18 months additional time to complete its P&A of Millom East wells.

As with the other mitigations proposed by Harbour Energy, the Applicant's response to this proposed mitigation (set out in rows REP5-054.12 REP5-064a.12, REP5-054.13 REP5-064a.13 and REP5-054.14 REP5-064a.14 of Table 1.1 of REP6-006) indicates that the Applicant is unwilling to make any accommodations in the interests of coexistence, comprising as it does of:

- rejection of the impact it seeks to mitigate (discussed further in section 4 below);
- referring to precedents which are not applicable (discussed further in section 5 below);
- exaggerating the impact it would have upon the Applicant (discussed in section 3.1 above); and
- denying that this mitigation would involve a significant concession by Harbour Energy (discussed further in section 6 below).

## 4. Impact on Harbour Energy

### 4.1 Aviation

The impact upon aviation has been covered by submissions throughout the examination (see for example Harbour Energy's Written Representation (REP1-044), Harbour Energy's DL5 comments in REP5-064a and the Applicant's DL6 comments in REP6-006). The Applicant and Harbour Energy agree that if there is any wind turbine generator within 3nm of a helideck, flights to that helideck would be restricted to daylight and visual only. This distance is agreed by the Applicant (see for example section 1.1.1.1 of the Applicant's Helicopter Access Report – Additional Meteorological Analysis (REP6-008)). It is worth noting that the visual requirements within 3nm of a wind turbine generator are likely to involve a higher cloud base and longer visibility than in unobstructed airspace. The impact of any wind turbine generator being constructed within 3nm of the Millom East PLEM would be the loss of ability to fly:

- at night (visually or on instruments);
- on instruments in daylight; and
- visually in daylight when cloud base or visibility are less than the enhanced requirements that have been agreed by helicopter operators with the CAA.

This contrasts with the current situation where flying to any helideck at the Millom Field can also be conducted in daylight with less visibility or cloud base, at night and/or on instruments.

The first paragraph of the Applicant's comments in row REP5-054.9 REP5-064a.9 of Table 1.1 of REP6-006 could introduce confusion by suggesting that Harbour Energy has changed its position. In fact, the Applicant is referring to two different situations.

1. 3nm is the distance (discussed above) from any wind turbine generator within which new CAA rules will require flights to be restricted to daylight and visual.
2. The 1.9nm referred to by the Applicant is by contrast the distance Harbour Energy have stated that is required downwind of a helideck to allow a helicopter to approach from any direction and then turn into wind for the final approach and landing. The Applicant does not agree with this distance, suggesting that 1.5nm is sufficient. As the nearest wind turbine generator rotor to the Millom East PLEM would be more than 1.9nm from the Millom East PLEM, this difference of view is immaterial as both parties agree that approach and landing to an NPI at the Millom East PLEM would not be impeded in daylight visual conditions.

The Applicant and Harbour Energy have used the same met-ocean dataset for their initial analysis and applied a broadly similar analysis. Following Harbour Energy noting some differences in methodology, the Applicant has revised its analysis which it has presented in its Helicopter Access Report – Additional Meteorological Analysis (REP6-008). The Applicant's revised analysis aligns with Harbour Energy's assumptions concerning maximum sea state and mirrors Harbour Energy's approach of considering month to month variability in flight availability. The Applicant's methodology still differs from Harbour Energy's in that the Applicant considers that if conditions are suitable for flying at any data point (every 10 minutes), then a flight would be possible. By contrast, Harbour Energy require that at least two data points in a 30-minute window are suitable for flying in order to consider that a flight could occur (refer to section A1.2.4 of Harbour Energy's Written Representation (REP1-044)). This probably accounts for the remaining differences in results.

Harbour Energy assesses that an annual average of 20% of currently available flying opportunities would be lost. Although the arrangements for aviation support during remaining Millom Field decommissioning have yet to be determined, Harbour Energy has taken a pragmatic view that:

- For the purposes of its analysis, only the impact upon P&A of Millom East wells is evaluated (the impact on other operations being less and more amenable to being accommodated)
- Unlike the production phase of its operations, during P&A of the Millom East wells, it should be possible to schedule flights within daylight hours and accommodate any associated disruption.

Based on these assumptions, Harbour Energy assesses that, following construction of any wind turbine generator within 3nm of the Millom East PLEM, an annual average of 10% of currently available daylight flying opportunities during the Millom East P&A programme would become unavailable due to the proximity of the Morgan Generation Assets. More significantly, this would rise to 16% of currently available daylight flights not being available if the work was conducted during winter months. Given the logistical constraints on timing outlined in section 3.2 above, a winter P&A programme is equally likely as any other season. The Applicant assesses that an annual average of 94.4% of daylight flights would be available which it considers would lead to a “minor logistical impact”.

More significant than any minor differences in methodology (explained in section 2.2.1 of REP5-064a) or even the difference between the use of an annual average rather than a reasonable worst case is the assessment of the consequence of any such loss of flights. In order to arrive at its conclusion of a “minor logistical impact”, the Applicant has implicitly assumed that a helicopter, flight crew and offshore personnel would be able to be ready and waiting for available flying windows. In practice, the Millom East P&A programme is expected to require about 7 flights per week. This is insufficient to justify the use of a dedicated helicopter and so the service is likely to be procured as part of a shared service with other users, leading to a consequent reduction in flexibility.

Harbour Energy’s experience during Millom Field production operations was that any loss of a scheduled flying opportunity in the highly constrained operations from Blackpool Airport (in which 3 aircraft support all of the Morecambe Field facilities and its satellites, which included the Millom Field) resulted in a delay of many days before any lost flight could be re-scheduled. The constraints of shared helicopter usage would therefore lead to a much greater impact upon flight schedules than implied by the simple analysis undertaken by the Applicant. As a result, there would be significant extension of the duration of the Millom P&A programme with consequent increase in costs due to personnel costs, vessel spread rates and supporting logistical costs.

In light of the above, Harbour Energy sought to use a different aviation support model to mitigate the calculated impact. The analysis presented by Harbour Energy in section 2.1.2 of REP5-046a considered a more favourable scenario in which Harbour Energy would have sole use of an aircraft for 3 days per week. This would require an average of 2-3 flights to be scheduled each day but would give much greater flexibility within a day to reschedule a flight due to unfavourable flying conditions. Any flights not able to be executed would result in a delay of 1, 2 or 4 days. This was shown to lead to 23-39 days being added to the 120-day programme. Harbour Energy’s assessment is that the additional costs due to costs of personnel, vessel spread rates and supporting logistical costs would be likely to be in excess of £10 million.



The Applicant has described in REP6-014 its purchase and analysis of ADS-B data in the vicinity of the Millom Field. In particular, the Applicant has focussed on flights to an NPI (the ENSCO-92) between February and October 2022. During the stated period, the ENSCO-92 was not in the EIS and therefore certainly not at the Millom Field. Work carried out at Millom West during that period included a 48-day campaign using the Seajacks Leviathan jack-up barge. This campaign was not representative of the pattern of work that would be required for P&A of the Millom East wells. The data analysis undertaken by the Applicant is thus of little relevance.

The Millom East well P&A programme is expected to require 7 flights per week. Most of these flights will carry some specialist vendors and/or equipment critical to that stage of the P&A operation. Delays to these flights would thus result in extension of the overall programme with consequent increased costs due to personnel costs, vessel spread rates and logistical costs. Whatever operations the Applicant has analysed, the frequency of the flights (about 3 per week) shows that it relates to a completely different operation. As the aviation support arrangements for the operations analysed is unknown, it is also not possible to draw any comparisons with the arrangements that will apply to the P&A of Millom East wells.

The Applicant has correctly noted that Harbour Energy declined to share Vantage data relating to earlier operations to an NPI. This was not reflective of any lack of cooperation, but rather (and as clearly articulated to the Applicant during meetings), earlier work was not representative of the Millom East P&A programme so such data would be more misleading than helpful. The Applicant's analysis of ADS-B data clearly demonstrates this. Harbour Energy does not have data relating to a comparable well P&A programme in the East Irish Sea and work conducted in other basins, such as the Southern North Sea, is not representative due to the much more constrained availability of logistical support in the EIS.

Whilst the foregoing discussion has focussed on disruption and economic loss, it should be noted, as stated in section 3.1.3 of REP1-044 that there would also be an adverse impact on safety.

## 4.2 Marine

In row REP5-054.8 REP5-064a.8 of Table 1.1 of REP6-006, Harbour Energy is correctly quoted as saying:

*The need for appropriate safeguards in the coordination of mutually exclusive simultaneous operations and the spatial requirements for marine access during decommissioning are not fundamentally disputed by the Applicant. Discussion has focussed on the mechanism by which Harbour Energy could gain adequate assurance on these matters. No mutually agreeable mechanism has been reached.*

to which the Applicant has responded with:

*The Applicant agrees with Harbour Energy that a solution other than that originally proposed by the Applicant has not been identified. The Applicant has engaged in good faith with Harbour Energy on the two points of concern (marine access and mutually exclusive simultaneous operations) however it is clear a solution will not be reached unless Harbour Energy's concerns regarding economic losses associated with helicopter access (which the Applicant considers unfounded) are addressed and mitigated through a compensation mechanism.*



It is the case that Harbour Energy's concerns regarding the economic impact of reduced aviation access (discussed in section 4.1 above) would need to be resolved as part of any agreement also covering Marine matters. Harbour Energy is disappointed that no real progress has been made in either of these matters during the course of the DCO examination. Harbour Energy requests that such an agreement, addressing any of these issues not covered by protective provisions, should be made a requirement as part of the DCO approval.

In row REP5-054.8 REP5-064a.8 of Table 1.1 of REP6-006, the Applicant also states:

*In the most recent submission by Harbour Energy, it is clear that should the aviation concerns raised by Harbour Energy be addressed, they would accept the Applicant's position on the marine access and mutually exclusive simultaneous operations points. This stance leads the Applicant to understand that in reality marine access and mutually exclusive simultaneous operations are not material concerns to Harbour Energy.*

In reality, this comment refers to one of Harbour Energy's proposed mitigations, that of phased installation (set out in section 3.3 of REP5-064a) which seeks to avoid the temporal overlap of activities. As such it cannot and should not be construed to imply that marine access and mutually exclusive simultaneous operations are not material concerns to Harbour Energy. If the temporal overlap could be avoided, the concern would not arise. This is discussed further in section 6 below.

## 5. Precedents

In Harbour Energy's Preliminary Response to Applicant's Comments at ISH3 (REP6-xxx) Harbour Energy has shown that each of the examples taken as precedents by the Applicant are inapplicable to the interactions between the proposed Morgan Generation Assets and the existing Millom Field due to one or more of:

- The example involved the use of different aircraft able to operate under certain conditions in greater proximity to a wind farm array than the aircraft supporting Harbour Energy's EIS operations;
- The example was in a different basin of the UK continental shelf and subject to fewer logistical constraints than apply in the EIS;
- The example involved a parallel (commercially confidential) agreement that provided alternative mitigation(s).

In REP6-006, the Applicant has made reference to precedents quoted at ISH3, but since all such references suffer from the above shortcomings, these references are misleading. Indeed, the frequent existence of parallel commercial agreements lends weight to Harbour Energy's position that such an agreement (that mitigates the economic impact of aviation restrictions arising from locating turbines within 3nm of the Millom East PLEM and provides a mechanism for coordinating marine access and mutually exclusive simultaneous operations) is required.

## 6. Coexistence

The Applicant's responses (in rows: REP5-054.9 REP5-064a.9; REP5-054.10 REP5-064a.10; REP5-054.11 REP5-064a.11; REP5-054.12 REP5-064a.12; REP5-054.13 REP5-064a.13; REP5-054.14 REP5-064a.14; REP5-054.15 REP5-064a.15; REP5-054.16 REP5-064a.16; and REP5-054.17 REP5-064a.17 of Table 1.1 of REP6-006) to mitigations, proposed in good faith by Harbour Energy in section 3 of REP5-064a, show a lack of willingness to engage in solutions for successful

coexistence. The responses are a combination of denial, invalid use of precedent (discussed in section 5 above) and intransigence.

## 6.1 3nm Exclusion Zone

The Applicant has introduced confusion by referring to a potential 1.9nm exclusion zone around the Millom East PLEM. As discussed in section 4.1 above, the exclusion zone sought is to preserve the ability to fly on instruments. In principle a 3nm exclusion zone would also permit night flights but, based on the pragmatic assumptions used by Harbour Energy to assess impact (set out in the fourth paragraph of section 4.1 above), night flights are assumed not to be required.

The Applicant has then sought to rebut the proposal based on precedents. In each case, the precedents cited here are inapplicable. Both the examples of Hornsea 4 / Johnston Field and Sheringham Shoal and Dudgeon Extension / Waveney Field were in the SNS, and using different helicopters. In the case of Hornsea 4, the protective provisions include compensation provisions for additional costs arising from the reduced ability to fly. In the case of Sheringham Shoal and Dudgeon Extension, a separate parallel commercial agreement clearly exists.

The Applicant states that the proposed “separation distance of 2.07 nm between the Morgan Array Area and the Millom East assets is more than sufficient to allow safe day VMC access to an NPI working at Millom East”. Harbour Energy does not dispute the ability to undertake safe day VMC access, although the additional cloud base and visibility requirements that would apply (as wind turbine generators would be within 3nm) would reduce the availability of such flying opportunities. Instrument flights would also be unavailable. It is the reduction in flying opportunities arising from these two factors which leads to the impact on Harbour Energy’s decommissioning of the Millom East wells described in section 4.1 above.

## 6.2 Compensation

The Applicant has dismissed this proposed mitigation based on its (incomplete) analysis that leads to its assessment that there would only be a “minor logistical impact potentially and temporarily experienced by Harbour Energy”. The assessment of the impact as “minor logistical” has been shown in section 4.1 to be based on a completely unrealistic view of helicopter logistics. In fact, the many precedents cited by the Applicant point to substantial precedent for this form of mitigation. The Examining Authority and Secretary of State are however reminded of the observation made by Harbour Energy in section 2.2.2.1 of Harbour Energy’s Written Representation (REP1-045) and section 3.2 of REP6-024, that due to special rates of tax applying to oil and gas activities, compensation would be inefficient from a tax perspective (i.e. payments made would need to be many times the after tax costs to be compensated).

## 6.3 Phased Installation

Much of the response provided by the Applicant in relation to this mitigation proposal is a repeat of the arguments applied to the 3nm exclusion zone (discussed in section 6.1 above), denying the benefits to Millom East well P&A activity of not being limited under new CAA rules. The Applicant also provides a logistical argument (in row REP5-054.13 REP5-064a.13 of Table 1.1 of REP6-xxx) as follows:

*It will be very difficult for the Applicant to confirm with any certainty or timeliness which part of the array will be installed first and the sequence thereafter, as it depends on sea bed conditions, foundation allocations and site preparation activities. It is therefore not possible for the Applicant to commit to any specific construction sequence at this stage*

*and doing so could have significant drawbacks on the project design, execution scheme and overall business case.*

As discussed in section 3.1 above, Harbour Energy cannot understand why sea bed conditions, foundation allocations or site preparation activities are of any relevance since the proposed mitigation would not impact these activities. The proposed mitigation would apply only to the installation of wind turbine generator towers and rotors of which a maximum of two would be impacted by the proposed mitigation.

The aim of the Phased Installation mitigation proposed by Harbour Energy is to try to avert a temporal overlap of activities (see section 3.2 above). It is anticipated that, whilst the Applicant may incur some logistical inconvenience and possible associated costs, Harbour Energy would also expect to incur additional costs to ensure that well P&A is completed ahead of installation of wind turbine generators within 3nm. For this reason, (in REP5-046a) Harbour Energy consider this proposal a “significant concession in the interests of reaching a pragmatic solution” which would “leave each party with an equitable share of logistical inconvenience”. The Applicant’s response (in row REP5-054.17 REP5-064a.17 of Table 1.1 of REP6-006), implies that the mitigation would impact the construction of all (up to 96) wind turbine generators. As a maximum of two of the wind turbine generators would be affected, the Applicant’s suggestion that the scale of the Morgan Generation Assets work “is significantly greater logistically and economically than the decommissioning of one non-producing oil and gas asset” is incorrect and the reverse is almost certainly the case. In appealing to precedent, the Applicant again relies on examples shown in section 5 above to be inapplicable. The Applicant also ignores that for this mitigation the restriction on its construction programme would be temporary. The Examining Authority may wish to consult with their colleagues who are examining the Morecambe Generation Assets. In their second questions EXQ2, the Examiners have asked the parties to comment on a potential similar phased installation.