

Harbour Energy's Draft Protective Provisions

Introductory Explanation

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 set out below 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 the submissions Harbour Energy has made during the Morgan DCO Examination process.

SCHEDULE [XX]

PART [XX]

FOR THE PROTECTION OF CHRYSAOR RESOURCES (IRISH SEA) LIMITED

Application

1. For the protection of the Millom Owner, unless otherwise agreed in writing between the undertaker and the Millom 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 Millom Assets.

Interpretation

2. In this Part of this Schedule -

"Millom Assets" means the facilities and infrastructure pertaining to the Millom offshore gas field formally licenced under United Kingdom Petroleum Production Licences P.287, P.547 and P.706, annotated as the '[Millom Assets]' on the Harbour Protective Provisions Plan; **[NOTE: Precise reference to Millom Assets to be inserted into the final draft.]**

"Emergency Works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons, property or the environment;

"Millom Owner" means the owner or owners (as the case may be) from time to time of the Millom Assets.

"Millom Owner's Works" means any activity relating to the decommissioning of the Millom Assets in accordance with any statutory decommissioning plan required under the Petroleum

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Act 1998 in relation to the Millom Assets, but excluding any post-decommissioning monitoring and evaluation;

“Harbour Protective Provisions Plan” means the plan entitled Harbour Protective Provisions Plan and certified as the Harbour Protective Provisions Plan for the purposes of this Part of this Schedule; **[NOTE: *Precise plan to be inserted into the final draft.*]**

“Restricted Area” means an area of 3 nautical mile radius of clear airspace and seabed from [XXX] Easting, [XXX] Northing, that point being the centre of the Millom East PLEM, owned by the Millom Owner, as delineated and shaded in [XXX] on the Harbour Protective Provisions Plan; and **[NOTE: *Precise coordinates of the Millom PLEM to be inserted into the final draft.*]**

“Restricted Offshore Wind Activities” means all piling activity.

Restriction on authorised development

3. Prior to the completion of the Millom Owner’s Works, or earlier written notice from the Millom Owner waiving this restriction, no wind turbine generator shall be erected in or extend into the Restricted Area, unless otherwise agreed in writing between the Millom Owner and the undertaker.
4. The undertaker may perform Restricted Offshore Wind Activities within the Order limits provided that:
 - (a) the undertaker provides advance written notice to the Millom Owner of such activities as soon as reasonably practicable and not less than six months prior to the scheduled commencement of such activities;
 - (b) the undertaker’s notice described in paragraph 4(a) above must describe the nature, extent, anticipated start date and duration of such activities;
 - (c) written consent to the performance of such activities is obtained from the Millom Owner, such consent not to be unreasonably withheld;
 - (d) the undertaker provides regular updates to the Millom Owner throughout the duration of such activities; and
 - (e) within 24 hours of the completion of such activities, the undertaker provides notice to the Millom Owner that the activities have been completed.
5. The requirements of Paragraph 4 above in this Part of this Schedule shall cease to apply upon completion of the Millom Owner’s Works, or earlier written notice from the Millom Owner waiving such requirements.
6. Prior to the completion of the Millom Owner’s Works, or earlier written notice from the Millom Owner waiving this restriction, the undertaker must not build, construct, erect or lay any temporary infrastructure within 15 metres of the sea surface [out-with the Order limits], without the prior written consent of the Millom Owner, such consent not to be unreasonably withheld. **[NOTE: *Area between the Millom Assets and the boundary of the Order limits to be inserted into the final draft.*]**

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Provision of information

7. Without prejudice to any other rights or obligations under this Part of this Schedule, the Millom Owner and the undertaker shall from time to time keep each other informed of relevant activities such that the Millom 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 Millom Assets.
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