

Harbour Energy: Deadline 7 Submission.

Further to the submission by Harbour Energy and the Applicant of their respective preferred protective provisions at Deadline 6 (REP6-040 and REP6-049) the parties have continued discussions relating to both the protective provisions and the draft coexistence agreement. As explained at Deadline 6, the hope was that the parties could reach agreement to allow the ExA to dispense with the need to include a set of protective provisions in the recommended DCO.

Despite the best efforts of the parties, the coexistence agreement will not be finalised before the end of the Examination. The parties have therefore included in this Deadline 7: in the case of Harbour Energy some brief comments on the Deadline 6 submissions; and, in the case of the Applicant, their preferred Protective Provisions as amended since Deadline 6.

The Protective Provisions sought by Harbour Energy remain as outlined and explained in our Deadline 6 submission (Rep 6-040).

Harbour Energy would like to highlight the following in the Applicant's Deadline 6 submission on their proposed Protective Provisions (Rep 6-049):

1. At para 3.1.1.1, the Applicant implies that the issue of helicopter access applies only to “the relatively short period required for plugging and abandonment of the producing wells only.” Whilst it is true that helicopter access will be required during the plugging and abandoning of the Johnston wells, helicopter access may also be required prior to cessation of production should there be a need for a rig to undertake well interventions in order to restore or improve the productivity of the wells. It should further be noted that such interventions could be required of the Johnston owners by the industry regulator under the terms of the Johnston production licence.
2. The Applicant stresses in para. 3.1.1.1 that the period of rig access would be “relatively short”. The use of a rig for a well intervention would under normal circumstances be for a period of around 1 month. Under normal circumstances the plugging and abandoning of the wells could be undertaken within a period of 6 to 9 months. It is acknowledged that these are short timescales in comparison to the expected life of the Hornsea Project Four wind farm, but never-the-less represent very significant capital expenditures. It should also be noted that these timings could be substantially increased by the presence of the windfarm.
3. At para 3.1.1.1, the Applicant “maintains that this [i.e. delays to flights due to the presence of wind turbines] would be a minimal impact” and at para 4.1.1.1, the Applicant asserts that their proposal would be “a minor inconvenience for helicopter access”. This language fails to recognise the true impact should turbines be sited in close proximity to the wellheads. Harbour Energy has been advised by helicopter operators that, for the payloads and helicopter types required to service rig operations (which differ from the smaller, more manoeuvrable aircraft used to maintain offshore wind installations), it would not be possible to take off from a rig with wind turbines located within 500m. Thus, far from the applicant’s statement at 3.1.1.1, that the impact would be limited “to a small proportion of flights that could be delayed due to the presence of the wind turbines during certain weather conditions”, the Applicant's proposed Protective Provisions would make helicopter

operations practically impossible and leave Harbour Energy unable to fulfil its legal obligation to decommission the field.

4. Should the Applicant propose revised Protective Provisions that would make it possible, under certain weather conditions, for flights to operate to and from a rig at both of the Johnston wellheads, due consideration would need to be given to the likelihood of not being able to reach the rig with essential personnel and/or equipment and the consequent delays (and associated costs) that Harbour Energy would experience to its rig operations. Both the Applicant and Harbour Energy have a common met-ocean dataset that allows this impact to be examined quantitatively.
5. Harbour Energy would like to draw the Examiners' attention to the fact that, whilst the Applicant refers throughout to the distances to wind turbines, airspace has to be free from obstructions and so needs to be described by the distance to the tips of the rotors, which Harbour Energy understands could have a radius of 152.5m.