

Morecambe Generation Assets

Lesser Black-Backed Gull Compensation Steering Group (LBBGCSG) Plan of Works

Doc No	MOR001-FLO-CON-CAG-TOR-0002	Rev	02
Alt Doc No		Alt Rev	
Document Status	For issue to Steering Group	Doc Date	13 February 2026

Document Role

Role	Company	Name	Certified Signature
Originator	Morecambe Offshore Wind Ltd		
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Revision History

Rev No	Issue Date	Document Status
V1	13/02/2026	Issue to Steering Group
V2	24/04/2026	Issue to DESNZ

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1 Purpose of the Document

1. The requirement for a Lesser Black-Backed Gull (LBBG) compensation project is set out in the Morecambe Offshore Windfarm Generation Assets (hereafter ‘the Project’) Order 2025 (hereafter ‘the DCO’).
2. Schedule 7, Part 1 of the DCO for the Project sets out the legislative framework for the delivery of the LBBG compensation.
3. This Plan for the Work of the Lesser Black-Backed Gull Compensation Steering Group (LBBGCSG), hereafter referred to as the Plan of Work, is drafted pursuant to Section 4 of Schedule 7, Part 1 of the DCO, which reads as follows:
 - 4. Where the undertaker elects to submit a final lesser black-backed gull CIMP under paragraph 2(b) the authorised development may not be commenced until a plan for the work of the LBBGCSG has been submitted to and approved by the Secretary of State. Such a plan must include—*
 - (a) the identity of, or the arrangements for establishment of, the LBBGCSG;*
 - (b) its terms of reference;*
 - (c) details of its membership which shall (as a minimum) include the relevant planning authority, the relevant statutory nature conservation body and, where appropriate, the MMO as core members and the Royal Society for the Protection of Birds as an advisory member;*
 - (d) details of the proposed schedule of meetings, reporting and review periods;*
 - (e) the dispute resolution mechanism and confidentiality provisions; and*
 - (f) a schedule of preparation and delivery for the work of the LBBGCSG.*
4. The Project seeks to obtain approval of this Plan of Work from the core members of the Steering Group (as set out in **Section 4.1**) prior to its submission to the Secretary of State for the Department for Energy Security and Net Zero (DESNZ) approval.

2 Purpose of the Steering Group

5. The purpose of the Steering Group is to assist the Project with the delivery of the LBBG compensation works, as set out in Schedule 7 of the DCO. Consulting broadly with a combination of core and advisory members will allow the Project to receive advice from a wide range of experience and expertise, with a view for core members to reach agreement where possible. Agreement should be reached through stated agreement during LBBGCSG meetings or via written agreements via email and correspondence.
6. This will include the agreement of the Compensation Implementation and Monitoring Plan (‘CIMP’), which must be based on the strategy for lesser black-backed gull compensation set out in the outline CIMP and as agreed in Section 8 of Schedule 7 in the DCO (REP5a-013).

7. Where core members cannot reach agreement, the remaining matters will be addressed through the dispute resolution mechanism, see **Section 6**. The views of advisory members will be sought throughout this process and full regard will be paid to their expert advice.

3 Scheduling and Timetables

8. The LBBG compensation works aims to increase number of breeding LBBG within the National Site Network (NSN). LBBG typically start breeding at four years of age, therefore the DCO sets out that:
8. No WTG forming part of Work No. 1 may commence operation until the lesser black-backed gull compensation measure has been implemented for four breeding seasons, unless commencement of operation at an earlier date is approved by the Secretary of State. For the purposes of this paragraph each breeding season is 1 March to 30 September of each year inclusive.
9. As a result of the above requirement, and the limited time period between consent being granted and the beginning of the construction period, the LBBGCSG was set up and established prior to the consent being granted.
10. Early pre-plan engagement by the Project has identified that core members currently have limited resources to engage in LBBGCSG meetings or review supporting material. Therefore, engagement will be conducted as efficiently and effectively as possible, with meetings kept to the minimum that is required to maintain progress in accordance with the programme. Lessons will be learnt from other projects where compensation has been required and, where appropriate, similar mechanisms will be used. For example, this Terms of Reference has been based on previous Terms of References adopted for other projects.
11. During the first year of the LBBGCSG, meetings were held monthly, however heading into the second year of works (2026) the meetings were reduced to quarterly, to increase efficiency.
12. It is anticipated that the LBBGCSG meetings will extend through to the end of delivery process and approval of any final reporting required, and thereafter further requirements and commitments on future engagement will be agreed with the LBBGCSG in order to maintain its overview of long-term monitoring, management and the need for adaptive measures.

4 Membership of the Steering Group

4.1 Core Members

13. The core members will provide representative(s) to attend meetings of the LBBGCSG and otherwise participate in the business of the LBBGCSG in accordance with this Terms of Reference. Core members will be consulted on matters pertaining to (but not limited to) LBBG ecology, site suitability, timetable for delivery, maintenance and monitoring, including planning considerations arising from such matters, and adaptive management if required. Reaching

agreement with core members on these issues will be the primary focus of the LBBGCSG.

14. The membership of the LBBGCSG was initially determined through consultation with parties, as detailed in the Without Prejudice Derogation Case for LBBG (REP5a-011), that was submitted during examination. Following consent being granted, the DCO lists that membership should (as a minimum) include the relevant planning authority, the relevant statutory nature conservation body and, where appropriate, the MMO as core members and the Royal Society for the Protection of Birds as an advisory member.
15. LBBGCSG core members when the group was set up:
 - Morecombe Offshore Windfarm Limited (MOWL)
 - Kenneth Allsop Memorial Trust (KAMT)
 - Natural England (NE)
 - The Royal Society for the Protection of Birds (RSPB)
16. KAMT have been included as a core member of the LBBGCSG as they are the owners and managers of Steep Holm island.
17. Since the decision has come through the Project has reached out to North Somerset Council, as the planning authority for Steep Holm island. No response has been received at the point this document is issued.
18. To ensure a broad representation of experience and expertise during the development of the compensation, other members will be consulted as advisory bodies. For consistency, any advisory bodies invited to attend the LBBGCSG are expected to comply with this Terms of Reference, as agreed by the core members as defined below.

4.2 Advisory Members

19. The following advisory members have been or will be invited to form part of the steering group:
 - Contractors delivering required work packages for implementation of the compensation measure
 - Other expert advisors as appropriate and agreed with the LBBGCSG
20. Advisory members will be consulted on aspects of the CIMP which are relevant to their area of expertise. However, this does not preclude their involvement in other areas if appropriate.
21. The Project may invite any of its consultants or delivery partners engaged, or to be engaged, in the delivery of the LBBG compensation measures to any meeting of the LBBGCSG.
22. The Project will endeavour to notify the LBBGCSG in advance of any technical discussions planned to take place during specific LBBGCSG meetings, to allow members to consider whether additional technical representation may be required.

23. The Project may invite any other body to act as an advisory member to the LBBGCSG and to attend any meeting of the LBBGCSG.
24. Subject to **Section 5.6**, the Project may give their approval to LBBGCSG members providing documentation or other media (including minutes of meetings) to third parties, on an information only basis.
25. Representatives of each member participating in the business of the LBBGCSG shall, where relevant, have the authority to make representations on behalf of the relevant member. LBBGCSG members can discuss business of the LBBGCSG with relevant members of their organisation, according to the purpose of the LBBGCSG set out in this Terms of Reference.

5 Terms of Reference of the Steering Group

5.1 Meeting Organisation

26. The Project will aim to organise meetings on dates that will suit as many members as possible; where a suitable date for all members cannot be found, attendance of core members will be prioritised.
27. Aim to circulate any documents to be reviewed to the relevant parties at least 10 working days prior to the meeting unless otherwise agreed with the LBBGCSG. All documents, plans and designs will be prepared by the Project unless otherwise agreed in advance.
28. Meetings will be held using Microsoft Teams (or similar). If agreed by the LBBGCSG that a face-to-face meeting is required, the Project will identify a suitable location giving preference to locations which are convenient to core members. A hybrid option will be offered if members of the LBBGCSG are unable to attend in person. If a suitable location cannot be found, then the meeting would revert to a Teams meeting.
29. The Project, or its lead consultants, will provide the administration role, organising meetings, circulating documents, taking minutes, issuing draft minutes for review and then collating comments, finalising minutes and issuing final versions to the LBBGCSG. They will also be responsible for chairing meetings, subject to **Section 6**.
30. Draft minutes from LBBGCSG meetings will be issued to all members, where possible, no more than 10 working days following a meeting. Comments from members will be requested to be returned no later than 10 working days following the date of issue, unless otherwise agreed by the LBBGCSG.
31. If required, the Project, or its lead consultants, will maintain a log of common ground, which will be updated during each meeting, and members will be able to provide comments on updates.

5.2 Costs

32. The Project shall be responsible for reasonably incurred administrative costs.
33. The Project will meet the standard travel costs and time expense (subject to efficient use of time) of core members and advisory members of the LBBGCSG and of a Chairperson, if required (see **Section 6**), for any travel required to and from any in-person LBBGCSG meeting where such costs are reasonably incurred and evidenced, subject to prior approval from the Project.

5.3 Participation

34. Whilst participating in the business of the LBBGCSG all persons shall do so in accordance with the following participation principles:
 - Recognise that the aim is to deliver appropriate compensation for lesser black-backed gulls as set out by the Secretary of State in the Compensation Schedules of the DCO.
 - Work in a solution focused manner.
 - Use reasonable endeavours to attend meetings.
 - Use reasonable endeavours to complete any actions agreed (in LBBGCSG meetings or in writing if attendance is not possible) by the LBBGCSG in a timely manner.
 - Engage proactively with all members of the group in a respectful manner at all times.
35. Core members of the LBBGCSG will be invited to review all documents and will be invited to attend all meetings. Advisory members (as set out in **Section 4.2**) will only be required to review documents and attend meetings which relate to their specific remit.
36. Each member will have the option to decline to review a document or decline to attend a meeting, however that may restrict the opportunity to provide their comments on the document or the discussion being held at the meeting. In that event, decisions may be made by the remainder of the LBBGCSG in order to progress delivery.

5.4 Document Consultation

37. Documents required to be consulted on with the LBBGCSG, will include the final CIMP and any annual reports intended to be submitted to DESNZ, including but not limited to the results from any monitoring and reporting schemes. It is expected that additional documentation may be generated during the preparation and implementation of the compensation which may require Steering Group review.
38. The Project shall ensure that any documentation which requires consultation will be provided to core members of the Steering Group in draft form, and allow

members of the Steering Group a minimum of four weeks to review and provide comments.

39. Comments on the reports shall be provided by core members to the Project within four weeks from receipt. The Project then anticipates these comments being provided to DESNZ, as an Appendix to the documentation.
40. Should advisory Steering Group members be invited to provide comment on a final draft of a report, the timeframe as detailed above will apply.

5.5 Contingency

41. The Project will take into account, where practicable, the management of staff resources for all members of the LBBGCSG (for example, sickness and annual leave). The Project aims to be accommodating to the members of the LBBGCSG, and to provide extensions to consultations, or rearrange meetings, where practicable.
42. Where accommodations are required, participation from the core members of the LBBGCSG will be prioritised.
43. The Project commit to early communication to the Steering Group should any changes arise to the intended meeting timetable or consultation programme, as set out in **Appendix A**.

5.6 Confidentiality

44. The members and any appointed Chairperson shall ensure:
 - Information is distributed amongst them in a safe and secure manner and labelled as "confidential and commercially sensitive" where appropriate. The Project will mark relevant documents (or parts of documents) to which this section applies as "confidential and commercially sensitive". If any doubt remains as to whether a document or part thereof is confidential and commercially sensitive the members shall engage with the Project to confirm the position;
 - All information relating to the LBBGCSG, discussed by the LBBGCSG or distributed to the LBBGCSG is treated as confidential to relevant member organisations and, where a member is a statutory consultee, shall be safeguarded in line with that member's internal confidentiality policies and applicable laws, except to the extent that:
 - Disclosure is required by law;
 - The information is provided by the Project to a third party for the purposes of complying with the Morecambe Offshore Windfarm Generation Assets DCO or complying with or obtaining any other permission or consent (including any necessary land rights);
 - The Project provides written agreement to the distribution of specific information for a stated purpose; or the information otherwise enters into the public domain (except than through unauthorised disclosure).

45. If a public body has to disclose confidential information pursuant to **Paragraph 44** it shall, to the extent permitted by law, use reasonable endeavours to give the Project as much advance notice of this disclosure as possible and take into account the representations raised by the Project as to the disclosure (the Project will provide explanatory text to justify the non-disclosure upon reasonable request).
46. The Project may request that any third party who participates in the business of the LBBGCSG, including any appointed Chairperson, enters into a nondisclosure agreement in a form reasonably acceptable to it.
47. Nothing in this Terms of Reference shall impose an obligation on the Project to disclose information that it considers to be confidential and/or commercially sensitive. The Project reserves the right to share information and for the avoidance of doubt, sharing of information by the Project with others does not remove the obligation upon the members to treat the information as confidential and/or commercially sensitive in accordance with this **Section 5.6**.
48. LBBGCSG members shall ensure that for files labelled confidential, they view only and do not download, take screenshots or record the information elsewhere on their computer system. For clarity this will not apply to documents that members are required to edit or comment upon.
49. Information shall not be regarded as confidential if:
- It is generally available to the public at the time of its disclosure to the LBBGCSG and Chairperson; or
 - It subsequently becomes generally available to the public (other than as a result of non-compliance with this **Section 5.6**); or
 - Is already in the possession of the LBBGCSG member or Chairperson.

6 The dispute resolution mechanism

50. Any dispute between the core members of the LBBGCSG will normally be resolved amicably at working level. In the event of failure to resolve the dispute within one month the dispute shall be handled in the following manner.
51. In the first instance the dispute shall be discussed at a meeting between representatives of each core member relevant to the dispute who are not involved in the normal working practices of the LBBGCSG; if those representatives fail to reach consensus on the dispute, the dispute shall be referred (as relevant) to:
- Natural England's Relevant Area Team Manager;
 - A member of the senior management team or a director level representative of the Project; and
 - For other core members appointed after this Terms of Reference has been prepared, a senior manager or director nominated by that core member.
52. Any dispute referred under Paragraph 44 shall be discussed as soon as practicable after such referral, but in any event within one month; if the dispute

has not been resolved following a referral in accordance with this section, the core members shall settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.¹ Unless otherwise agreed between the core members, the mediator will be nominated by CEDR.

53. If deemed necessary, the LBBGCSG meeting(s) will be chaired by an independent and neutral chairperson. The Chairperson shall be responsible for the timely and efficient running of LBBGCSG meetings and may require the LBBGCSG to progress through agenda items to ensure there is adequate time for discussion of all items.
54. The dispute resolution process is intended to encompass disputes in relation to the adequate functioning of the Steering Group. The dispute resolution process is not intended for differences in technical opinion.

¹ <https://www.cedr.com/wp-content/uploads/2022/05/CEDR-Model-Mediation-Procedure-May-22.pdf>

7 References

Centre for Effective Dispute Resolution (2007), *Model Mediation Procedure* Available at: <https://www.cedr.com/wp-content/uploads/2022/05/CEDR-Model-Mediation-Procedure-May-22.pdf> (Accessed: 13 February 2025).<https://www.cedr.com/wp-content/uploads/2022/05/CEDR-Model-Mediation-Procedure-May-22.pdf>

Morecambe Offshore Windfarm Ltd (8 April 2025), *4.11.1 Outline Compensation Implementation and Monitoring Plan (Clean) - Revision 02 (Volume 4)*. PINS reference REP5a-013. Available at: [https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN010121-001164-Morecambe%20Offshore%20Windfarm%20Ltd%20-%204.11.1%20Outline%20Compensation%20Implementation%20and%20Monitoring%20Plan%20-%20Revision%202%20\(clean\).pdf](https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN010121-001164-Morecambe%20Offshore%20Windfarm%20Ltd%20-%204.11.1%20Outline%20Compensation%20Implementation%20and%20Monitoring%20Plan%20-%20Revision%202%20(clean).pdf) (Accessed: 27 January 2026).

Morecambe Offshore Windfarm Ltd (8 April 2025), *4.11 Habitats Regulations Assessment Without Prejudice Derogation Case (Clean) - Revision 04 (Volume 4)*. PINS reference REP5a-011. Available at: [https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN010121-001182-Morecambe%20Offshore%20Windfarm%20Ltd%20-%204.11%20Habitats%20Regulations%20Assessment%20Without%20Prejudice%20Derogation%20Case%20-%20Revision%204%20\(clean\).pdf](https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN010121-001182-Morecambe%20Offshore%20Windfarm%20Ltd%20-%204.11%20Habitats%20Regulations%20Assessment%20Without%20Prejudice%20Derogation%20Case%20-%20Revision%204%20(clean).pdf) (Accessed: 27 January 2026).

Appendix A

Meeting Timetable and Consultation Programme

1. Please see **Table 1**, for the Meeting Timetable and Consultation Programme.

Table 1 - Meeting Timetable and Consultation Programme for 2026-2030

Activity	2025												2026												2027												2028												2029												2030																						
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D											
LBBGCSG meeting	■	■	■	■	■	■	■	■	■	■	■													■												■												■												■												■											
Annual report consultation																																																																																			
CIMP consultation	*	*	*	*																																																																															

*The Outline CIMP was submitted into the Examination stage of the DCO application, where Natural England, RSPB and the MMO were all invited to provide comments.