

From: [REDACTED]
To: [Morecambe Offshore Wind Project](#)
Subject: Morecambe Offshore Windfarm Generation Assets Project [Ref. EN010121] - Deadline 6: Closing Position of BAE Systems
Date: 15 April 2025 21:16:16
Attachments: [Joint statement from Blackpool Walney Warton Aerodromes.pdf](#)

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Dear Sir/Madam,

We are instructed to act on behalf of BAE Systems (Unique Reference: 20049970 (BAE Systems Marine Limited: Walney Aerodrome); and Unique Reference: 20049964 (BAE Systems (Operations) Ltd: Warton Aerodrome)) in connection with the application for development consent made in respect of the Morecambe Offshore Windfarm Generation Assets Project (the "Morecambe OWF Project").

The signed Statements of Common Ground indicate that there are a handful of points which remain in discussion between the Applicant and BAE Systems, and which, in order to be satisfactorily resolved, will necessitate further engagement post the completion of the Examination.

In particular:

1. Impacts arising from the authorised development on radio (VHF, DF and UHF) communications to aircraft

As the Examining Authority will be aware, the above-mentioned matter has been raised by the Civil Aviation Authority as a potential flight safety issue. The matter is of concern to both BAE Systems and Blackpool Airport. Whilst the Applicant has commissioned NATS to undertake an assessment of the issue, the reports which have been prepared are considered by both BAE Systems and Blackpool Airport to be deficient in a number of respects.

The respective positions of the Applicant, BAE Systems and Blackpool Airport are summarised in the Statements of Common Ground. However, given the severity of the risk and flight safety consequence which has the potential to arise in the event of any degradation to radio communications to aircraft at the Aerodromes, BAE Systems and Blackpool Airport have taken the step of preparing a joint statement (a copy of which is attached) in order to provide a fuller explanation of their common position.

Should the Examining Authority require clarification in respect of any aspect of the joint statement, BAE Systems and Blackpool Airport will be happy to deal with any queries which are put to them.

2. The Primary Surveillance Radar (PSR) at Warton Aerodrome

The up to date position in respect of assessment of the likely impact of the authorised development on the PSR at Warton Aerodrome is recorded in the Statement of Common Ground between the Applicant, BAE Systems (Operations) Ltd ("BAE Ops") and the Defence Infrastructure Organisation ("DIO").

The Applicant's proposed mitigation solution has been technically assessed. It will now be subject to operational assessment by BAE Ops in order to ascertain its acceptability. Once BAE Ops is satisfied that implementation of the proposed mitigation solution will prevent or remove any adverse impacts arising from the authorised development upon the operation of the PSR or the PSR air traffic

control operations, it will advise DIO and DIO will take the necessary steps to remove the MOD's objection to the DCO application.

The required mitigation is intended to be secured by a Requirement – see Requirement 8 in Schedule 2 to the draft DCO. The wording of Requirement 8 is largely agreed, save for one drafting point. BAE Ops is advocating for the insertion of an additional limb to the Requirement (a new sub-paragraph (6)), which the Applicant is not minded to accept, regarding cessation of the operation of the authorised development in the event of a future (post-implementation) failure of the approved radar mitigation scheme ("ARMS"). The BAE Ops proposed wording for new sub-paragraph (6) (which DIO is raising no objection to) is as follows:

In the event of any failure (howsoever caused) of the Approved Radar Mitigation Scheme whilst any of the wind turbine generators erected as part of the authorised development are operational, the undertaker shall, upon being notified by the operator of the aforesaid failure, immediately cease to operate the authorised development pending resolution of such failure. No wind turbine generator erected as part of the authorised development shall be permitted to re-commence rotating its rotor blades about its horizontal axis until the undertaker has, at its sole cost, undertaken the repairs and corrective measures required to reinstate the Approved Radar Mitigation Scheme (the "Corrected Radar Mitigation Scheme") and the Corrected Radar Mitigation Scheme has been implemented.

The potential for failure (howsoever caused) of the ARMS is already provided for in Requirement 8 (see sub-paragraph 5(b)), in which case the Applicant accepts that it will be the undertaker's responsibility, at their sole cost, to resolve the said failure. Therefore, BAE Ops sees new sub-paragraph (6) as simply building on this – a failure of the ARMS will give rise to an aviation safety risk. In order to remove this risk until such time as the ARMS has been repaired and reinstated, the authorised development will have to cease operation. Whilst the detail of the mechanics/logistics of the "shutdown process" can be documented within the commercial mitigation agreement to be entered into between the Applicant and BAE Ops, we consider it appropriate for the principle of the wind turbines having to shut down to be captured in and secured by the DCO, i.e. if the authorised development cannot become operational until the ARMS has been implemented, it follows that the authorised development should be required to cease operation in circumstances where the ARMS fails.

We understand that the Applicant does not object in principle to the concept of cessation of operation due to failure of the ARMS, but they have stated that it will be best dealt with in the commercial mitigation agreement to be entered into between the parties. This agreement is yet to be progressed and there is no draft in circulation. Further, the Applicant has stated that the inclusion of the 'in-situ testing' and 'performance criteria' requirements of the draft PSR Requirement (see sub-paragraphs (3)(a) and (3)(b)) already address the point. We disagree noting that the inclusion of the 'in-situ testing' and 'performance criteria' requirements apply prior to the ARMS being implemented, whereas the circumstance which BAE Ops is concerned to provide for is a future (post-implementation) failure of the ARMS.

The Applicant has pointed out that they are not aware of any similar precedent wording for other PSR-related DCO Requirements (or Section 36 consents). However, this isn't considered to be a robust reason for resisting its acceptance in the present case, nor for concluding that the position of BAE Ops is an unreasonable one.

The Applicant has also made the point that the PSR Requirement wording which BAE Ops put forward at the final deadline for the Morgan Offshore Windfarm Project (the "Morgan OWF Project") did not include new sub-paragraph (6). This

isn't disputed, however, this wording was not reflective of the final position of BAE Ops. As was made clear in the submissions made on the company's behalf at Deadlines 6 and 7 of the Morgan Examination, the wording of the PSR Requirement in that case remained under discussion (see Document References REP6-096 and REP7-108). Further, in the applicant's document entitled: *Response to the Rule 17 Letter* (see Document Reference S-D7-3), Appendix A is a *Key Tasks and High-Level Programme for Finalisation of Aviation and Radar Matters (AR 3.1)*. The programme sets out 15 post-examination matters to be completed within the Examining Authority's and the Secretary of State's decision period. Matters 14 and 15 concern the PSR at Warton Aerodrome, specifically completion of the technical and operational assessment of the applicant's proposed mitigation solution to confirm the acceptability of the same (Matter 14) and agreement of the draft PSR Requirement to secure removal of the MOD's objection to the DCO application for the Morgan OWF Project (the "Morgan DCO") (Matter 15). This further underlines the fact that the wording of the PSR Requirement to be secured by the Morgan DCO is presently in flux and we can confirm that it is the intention of BAE Ops to pursue the inclusion of the same "turbine shutdown/cessation of operation" wording in that case.

I am also instructed to point out that no progress has been made in closing out any of the 15 post-examination matters referred to above, including negotiating and finalising the commercial mitigation agreement to be entered into between the applicant and BAE Ops (Matter 1). Hence, BAE Ops considers it imperative to secure the necessary protections and 'in principle' requirements relating to the ARMS through the DCOs for both the Morgan and Morecambe OWF Projects.

In conclusion, Walney and Warton Aerodromes are considered "critical national infrastructure", providing essential services to support national security. The Morecambe OWF Project cannot impede the Aerodromes in fulfilling this crucial function or compromise their ability to deliver, on an uninterrupted basis, national sovereign defence capabilities, safe airport operational and air traffic services that are fit for purpose for both civil and military aircraft operations, and the Aerodromes' respective flying requirements and national defence programmes.

Accordingly, it is essential that a satisfactory resolution is reached in respect of all of the issues raised by BAE Systems before the determination of the DCO application and a decision in respect of whether to grant development consent for the Morecambe OWF Project is made.

We should be grateful for confirmation that the above submissions will be accepted and taken into account by the Examining Authority.

Please acknowledge safe receipt.

Kind regards.

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