

Application by Morgan Offshore Wind Limited and Morecambe Offshore Windfarm Limited for the Morgan and Morecambe Offshore Wind Farms Transmission Assets

The Examining Authority's written questions and requests for information (ExQ1)

Responses by Blackpool Airport

Introduction

It is noted (with the exception of Q1.1.13) that none of the questions within ExQ1 have been directed to Blackpool Airport, although there are several which pertain to Airport operational matters.

The Airport anticipates that the ExA has not raised further written questions for the Airport at this stage on the basis of the Airport's written representations and oral submissions made at OFH1 and ISH1, within which it was explained that the Airport's key concerns are for the most part likely to be addressed through a Cooperation Agreement being negotiated with the Applicants.

The Airport confirms that whilst the Cooperation Agreement continues to be progressed by the parties, and is at an advanced stage, it has not yet been concluded.

In the above context, and in the hope that they are of assistance to the ExA, the Airport has prepared responses to those written questions it considers pertinent to the Airport as set out below.

ExQ1:	Question to:	Question:	Blackpool Airport response:
Q1.1.13	The applicants, local authorities, statutory consultees and relevant statutory	Statements of Common Ground (SoCG) Deadline 3 (7 July 2025) includes the submission of updated SoCG, including summaries of the principal areas of disagreement and statement of commonality.	The Applicants have not yet sought to agree a SoCG with the Airport however the parties have agreed the below joint statement by way of update to the ExA at Deadline 3:

ExQ1:	Question to:	Question:	Blackpool Airport response:
	<p>undertakers where a SoCG has been previously requested in the ExA's Rule 6 letter.</p>	<p>Relevant parties where a SoCG has been requested should fully engage with the SoCG process. The ExA requests fully considered SoCGs including summaries of the principal areas of disagreement.</p> <p>For statutory undertakers, where there is documented evidence that matters, including protective provisions, are agreed and no other matters of disagreement remain, then a statement from parties to this effect would suffice. In the absence of such a statement, where protective provisions are being negotiated and even if agreement is expected to be reached, then a brief and focused SoCG or position paper should be progressed, focusing on the matters where differences remain between the respective parties, rather than an unnecessarily long SoCG. It is not sufficient for these to be just recorded in the applicants' Land Rights Tracker as this is not a document that is necessarily agreed with the relevant statutory undertaker.</p>	<p>The Applicants and Blackpool Airport have continued to engage in detailed discussions and negotiations regarding the works on Blackpool Airport's operational land since issue specific hearing 1 (ISH1). As noted by both the Applicants and Blackpool Airport, the Applicants and Blackpool Airport (both Blackpool Airport Operations Limited (BAOL) and Blackpool Airport Properties Limited (BAPL) have been negotiating the terms of a Cooperation Agreement for many months to facilitate construction and operation of the Transmission Assets through Blackpool Airport whilst ensuring the continued safe, efficient and uninterrupted operation of the Airport.</p> <p>Significant progress has been made on the draft Cooperation Agreement since ISH1. Almost all points have now been agreed. Whilst there are ongoing discussions on a handful of detailed legal drafting points, the general principles of the drafting are agreed. The Applicants and Blackpool Airport are working hard to finalise the Cooperation Agreement ahead of the hearings scheduled to commence on 29 July 2025.</p> <p>Whilst the Cooperation Agreement addresses for the most part BAOL's key concerns, as outlined in their relevant representation and written representation [RR-0245 and REP1-115], BAOL</p>

ExQ1:	Question to:	Question:	Blackpool Airport response:
			<p>reserves the right to make fresh representations in relation to:</p> <ol style="list-style-type: none"> 1. any new application documents; or 2. any amendments to existing application documents (such representations to be made only in respect of the new or amended clauses or sections of such documents); or 3. any new proposals, <p>where those matters may materially prejudice BAOL's licensed operations and functions including but not limited to all flight operations.</p> <p>BAOL also acknowledge that they were included as consultee in relation to the discharge of Requirement 8 (Code of Construction Practice), Requirement 10 (Highway accesses) and Requirement 12 (Ecological management plan) at Deadline 2 and have been provided with the wording being included in the outline Code of Construction Practice and outline Highway Access Management Plan at Deadline 3 and are content with those amendments.</p>
Q4.1.1	The applicants and Blackpool Borough Council (BBC)	<p>Blackpool Airport</p> <p>BBC state at paragraph 2.5 of their post hearing submissions [REP1-071] that, during discussions, the phrase used by the applicants</p>	<p>As noted in the Airport's written and oral representations, the principle underpinning the Cooperation Agreement is enabling the Airport to continue its safe, efficient and uninterrupted licensed airport operations and functions. This principle is considered to be adequate</p>

ExQ1:	Question to:	Question:	Blackpool Airport response:
		that they would “ensure as far as possible the safe and efficient operation of the airport” is insufficient reassurance and requests that it is changed to read “no partial or full closure or adverse effect on the airport operations and reputation”. Please comment on this request?	reassurance for the Airport, subject to implementation of agreed mitigations to be secured by the Cooperation Agreement. The Cooperation Agreement is at an advanced stage but has not yet been concluded.
Q4.1.2	The applicants	Blackpool Airport BBC emphasise [REP1-069] that it is critical that there are no operational or commercial impacts on the airport during construction and operation. They therefore require a commitment that all cable installation is undertaken by trenchless drilling. What is the applicants’ response to this? Additionally, can the applicants provide detailed information concerning the proposed cable installation within Blackpool airport and how these would safeguard airport operations?	Given the commercially sensitive nature of the Cooperation Agreement, the Airport is unable to comment in detail – however the Airport is able to confirm that the Cooperation Agreement, once entered into, would secure the parties’ agreement as to acceptable construction techniques across different areas within the Airport site, together with appropriate mitigations required to safeguard Airport operations. Provided that the Cooperation Agreement is entered into, the Airport therefore anticipates that this matter will have been satisfactorily addressed.
Q5.1.3	The applicants	Blackpool Airport In paragraph 8.2.6 of its local impact report (LIR) [REP1-068], BBC as the owner of Blackpool Airport, indicates that interruption to runway 28 is not acceptable to them. How do the applicants propose to deal with this fundamental issue?	As noted above, the Cooperation Agreement contains draft provisions which aim to secure the continuation of the Airport’s safe, efficient and uninterrupted licensed operations and functions. Assuming the Cooperation Agreement can be concluded, the Airport does not currently have concerns regarding interruption to Runway 28.
Q6.1.15	NE, EA and any other interested party	Mitigation Paragraph 1.2.1.8 of ‘Site Selection of the Environmental Mitigation and Biodiversity Benefit	a) The Cooperation Agreement, if entered into, will provide the Airport with assurances that bird strike risk will be assessed and mitigated in respect of the Airport and its bird hazard

ExQ1:	Question to:	Question:	Blackpool Airport response:
		<p>Areas' [REP2-046] states "In accordance, with CAP 772 guidance (Civil Aviation Authority (CAA), 2017) the wildlife hazard management zones around Blackpool Airport and BAE Warton Aerodrome extend to 13 km" and paragraph 1.2.1.9 states "Given the extent of the wildlife hazard management zones in relation to the Transmission Order Limits, the applicants could not locate environmental mitigation and benefit areas outside of the wildlife hazard zones whilst also meeting their site selection guiding principles (as set out in paragraphs 1.2.1.2 and 1.2.1.3) and ultimately delivering effective mitigation."</p> <p>Paragraph 1.5.1.3 states "The search area also considered areas in proximity to designated habitats or priority habitats, with the objective of improving habitats that are functionally linked to designated sites and improving connectivity between habitats."</p> <ul style="list-style-type: none"> a) Do you agree that effective mitigation could not be achieved outside wildlife hazard management zones in relation to the Transmission Order Limits? b) Do you agree that biodiversity benefit area objectives would not be met if it was located outside of the wildlife hazard zones? 	<p>management area. However the Airport would be interested to see the responses of NE, the EA and any other interested party in respect of this matter.</p> <ul style="list-style-type: none"> b) The Airport has no comment in relation to this limb.