

MORGAN AND MORECAMBE OFFSHORE WIND FARMS: TRANSMISSION ASSETS

The Applicants' Hearing Summary of the Issue Specific Hearing 3: Day 3

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Glossary

Term	Meaning
400 kV grid connection cables	Cables that will connect the proposed onshore substations to the existing National Grid Penwortham substation.
400 kV grid connection cable corridor	The corridor within which the 400 kV grid connection cables will be located.
Applicants	Morgan Offshore Wind Limited (Morgan OWL) and Morecambe Offshore Windfarm Ltd (Morecambe OWL).
Biodiversity benefit	<p>An approach to development that leaves biodiversity in a better state than before. Where a development has an impact on biodiversity, developers are encouraged to provide an increase in appropriate natural habitat and ecological features over and above that being affected.</p> <p>For the Transmission Assets, biodiversity benefit will be delivered within identified biodiversity benefit areas within the Onshore Order Limits. Further qualitative benefits to biodiversity are proposed via potential collaboration with stakeholders and local groups, contributing to existing plans and programmes, both within and outside the Order Limits.</p>
Code of Construction Practice	A document detailing the overarching principles of construction, contractor protocols, construction-related environmental management measures, pollution prevention measures, the selection of appropriate construction techniques and monitoring processes.
Commitment	This term is used interchangeably with mitigation and enhancement measures. The purpose of commitments is to avoid, prevent, reduce or, if possible, offset significant adverse environmental effects. Primary and tertiary commitments are taken into account and embedded within the assessment set out in the ES.
Construction Traffic Management Plan	A document detailing the construction traffic routes for heavy goods vehicles and personnel travel, protocols for delivery of Abnormal Indivisible Loads to site, measures for road cleaning and sustainable site travel measures.
Design envelope	A description of the range of possible elements and parameters that make up the Transmission Assets options under consideration, as set out in detail in Volume 1, Chapter 3: Project Description. This envelope is used to define the Transmission Assets for EIA purposes when the exact engineering parameters are not yet known. This is also referred to as the Maximum Design Scenario or Rochdale Envelope approach.
Development Consent Order	An order made under the Planning Act 2008, as amended, granting development consent.
Direct pipe	A cable installation technique which involves the use of a mini (or micro) tunnel boring machine and a hydraulic (or other) thruster rig to directly install a steel pipe between two points.
Environmental Impact Assessment	The process of identifying and assessing the significant effects likely to arise from a project. This requires consideration of the likely changes to the environment, where these arise as a consequence of a project, through comparison with the existing and projected future baseline conditions.

Term	Meaning
Environmental Statement	The document presenting the results of the Environmental Impact Assessment process.
Evidence Plan Process	A voluntary consultation process with specialist stakeholders to agree the approach to, and information to support, the EIA and Habitats Regulations Assessment processes for certain topics.
Generation Assets	The generation assets associated with the Morgan Offshore Wind Project and the Morecambe Offshore Windfarm include the offshore wind turbines, inter-array cables, offshore substation platforms and platform link (interconnector) cables to connect offshore substations.
Intertidal area	The area between Mean High Water Springs and Mean Low Water Springs.
Intertidal Infrastructure Area	The temporary and permanent areas between MLWS and MHWS.
Landfall	The area in which the offshore export cables make landfall (come on shore) and the transitional area between the offshore cabling and the onshore cabling. This term applies to the entire landfall area at Lytham St. Annes between Mean Low Water Springs and the transition joint bay inclusive of all construction works, including the offshore and onshore cable routes, intertidal working area and landfall compound(s).
Local Authority	A body empowered by law to exercise various statutory functions for a particular area of the United Kingdom. This includes County Councils, District Councils and County Borough Councils.
Local Highway Authority	A body responsible for the public highways in a particular area of England and Wales, as defined in the Highways Act 1980.
Main rivers	The term used to describe a watercourse designated as a Main River under the Water Resources Act 1991 and shown on the Main River Map. These are usually larger rivers or streams and are managed by the Environment Agency.
Marine licence	The Marine and Coastal Access Act 2009 requires a marine licence to be obtained for licensable marine activities. Section 149A of the Planning Act 2008 allows an applicant for to apply for 'deemed marine licences' in English waters as part of the development consent process
Maximum design scenario	The realistic worst case scenario, selected on a topic-specific and impact specific basis, from a range of potential parameters for the Transmission Assets.
Mean High Water Springs	The height of mean high water during spring tides in a year.
Mean Low Water Springs	The height of mean low water during spring tides in a year.
Micro-tunnel / micro-tunnelling	A tunnelling technique involving the use of a hydraulic (or other) jacking rig and a mini (or micro) tunnel boring machine to install a concrete tunnel between two points.
Mitigation measures	This term is used interchangeably with Commitments. The purpose of such measures is to avoid, prevent, reduce or, if possible, offset significant adverse environmental effects.
Morecambe Offshore Windfarm: Generation Assets	The offshore generation assets and associated activities for the Morecambe Offshore Windfarm.

Term	Meaning
Morecambe Offshore Windfarm: Transmission Assets	The offshore export cables, landfall, and onshore infrastructure required to connect the Morecambe Offshore Windfarm to the National Grid.
Morecambe OWL	Morecambe Offshore Windfarm Limited is owned by Copenhagen Infrastructure Partners' (CIP) fifth flagship fund, Copenhagen Infrastructure V (CI V).
Morgan and Morecambe Offshore Wind Farms: Transmission Assets	<p>The offshore export cables, landfall, and onshore infrastructure for the Morgan Offshore Wind Project and the Morecambe Offshore Windfarm. This includes the offshore export cables, landfall site, onshore export cables, onshore substations, 400 kV grid connection cables and associated grid connection infrastructure such as circuit breaker compounds.</p> <p>Also referred to in this report as the Transmission Assets, for ease of reading.</p>
Morgan Offshore Wind Project: Generation Assets	The offshore generation assets and associated activities for the Morgan Offshore Wind Project.
Morgan Offshore Wind Project: Transmission Assets	The offshore export cables, landfall and onshore infrastructure required to connect the Morgan Offshore Wind Project to the National Grid.
Morgan OWL	Morgan Offshore Wind Limited is a joint venture between JERA Nex bp (JNbp) and Energie Baden-Württemberg AG (EnBW).
National Grid Penwortham substation	The existing National Grid substation at Penwortham, Lancashire.
National Policy Statement(s)	The current national policy statements published by the Department for Energy and Net Zero in 2023 and adopted in 2024.
Offshore booster station	A fixed structure located along the offshore export cable route, containing electrical equipment to ensure bulk wind farm capacity can be fully transmitted to the onshore substations.
Offshore substation platform(s)	A fixed structure located within the wind farm sites, containing electrical equipment to aggregate the power from the wind turbine generators and convert it into a more suitable form for export to shore.
Offshore export cables	The cables which would bring electricity from the Generation Assets to the landfall.
Offshore export cable corridor	The corridor within which the offshore export cables will be located.
Offshore Permanent Infrastructure Area	The area within the Transmission Assets Offshore Order Limits (up to MLWS) where the permanent offshore electrical infrastructure (i.e. offshore export cables) will be located.
Offshore Order Limits	See Transmission Assets Order Limits: Offshore (below).
Offshore substation platform(s)	A fixed structure located within the wind farm sites, containing electrical equipment to aggregate the power from the wind turbine generators and convert it into a more suitable form for export to shore.
Onshore export cables	The cables which would bring electricity from the landfall to the onshore substations.
Onshore export cable corridor	The corridor within which the onshore export cables will be located.
Onshore Infrastructure Area	The area within the Transmission Assets Order Limits landward of MHWS. Comprising the offshore export cable corridor from MHWS to

Term	Meaning
	the transition joint bay, onshore export cable corridor, onshore substations and 400 kV grid connection cable corridor, and associated temporary and permanent infrastructure including temporary and permanent compound areas and accesses. Those parts of the Transmission Assets Order Limits proposed only for ecological mitigation and/or biodiversity benefit are excluded from this area.
Onshore Order Limits	See Transmission Assets Order Limits: Onshore (below).
Onshore substations	The onshore substations will include a substation for the Morgan Offshore Wind Project: Transmission Assets and a substation for the Morecambe Offshore Windfarm: Transmission Assets. These will each comprise a compound containing the electrical components for transforming the power supplied from the generation assets to 400 kV and to adjust the power quality and power factor, as required to meet the UK Grid Code for supply to the National Grid.
Preliminary Environmental Information Report	A report that provides preliminary environmental information in accordance with the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017. This is information that enables consultees to understand the likely significant environmental effects of a project, and which helps to inform consultation responses.
Renewable energy	Energy from a source that is not depleted when used, such as wind or solar power.
Scour protection	Protective materials to avoid sediment being eroded away from the base of the foundations due to the flow of water.
Substation	Part of an electrical transmission and distribution system. Substations transform voltage from high to low, or the reverse by means of electrical transformers.
The Secretary of State for Energy Security and Net Zero	The decision maker with regards to the application for development consent for the Transmission Assets.
Transmission Assets	See Morgan and Morecambe Offshore Wind Farms: Transmission Assets (above).
Transmission Assets Order Limits	The area within which all components of the Transmission Assets will be located, including areas required on a temporary basis during construction and/or decommissioning (such as construction compounds).
Transmission Assets Order Limits: Offshore	<p>The area within which all components of the Transmission Assets seaward of Mean Low Water Springs will be located, including areas required on a temporary basis during construction and/or decommissioning.</p> <p>Also referred to in this report as the Offshore Order Limits, for ease of reading.</p>
Transmission Assets Order Limits: Onshore	<p>The area within which all components of the Transmission Assets landward of Mean High Water Springs will be located, including areas required on a temporary basis during construction and/or decommissioning (such as construction compounds).</p> <p>Also referred to in this report as the Onshore Order Limits, for ease of reading.</p>

Acronyms

Acronym	Meaning
AIS	Air Insulated Switchgear
AOD	Above Ordnance Datum
BCA	Bilateral Grid Connection Agreement
CoCP	Code of Construction Practice
CoT	Project Commitment
CBRA	Cable Burial Risk Assessment
CfD	Contracts for Difference
CMS	Construction Method Statement
CSIP	Cable Specification and Installation Plan
CTMP	Construction Traffic Management Plan
DCO	Development Consent Order
DECC	Department of Energy and Climate Change
Defra	Department for Environment, Food and Rural Affairs
DESNZ	Department for Energy Security & Net Zero
dML	Deemed Marine Licence
EnBW	Energie Baden-Württemberg AG
EIA	Environmental Impact Assessment
EMP	Environmental Management Plan
EPP	Evidence Plan Process
ES	Environmental Statement
EWG	Expert Working Group
GIS	Gas Insulated Switchgear
HDD	Horizontal Directional Drilling
HGV	Heavy goods vehicle
HNDR	Holistic Network Design Review
HVAC	High Voltage Alternating Current
IALA	International Association of Marine Aids to Navigation and Lighthouse Authorities
IAQM	Institute of Air Quality Management
LAT	Lowest Astronomical Tide
MCA	Maritime and Coastguard Agency
MCZ	Marine Conservation Zone
MDS	Maximum Design Scenario

Acronym	Meaning
MHWS	Mean High Water Springs
MLWS	Mean Low Water Springs
MMO	Marine Management Organisation
MPS	Marine Policy Statement
MTBM	Mini (or micro) tunnel boring machine
NGESO	National Grid Electricity System Operator
NPS	National Policy Statement
NSIP	Nationally Significant Infrastructure Project
O&M	Operation and Maintenance
OSP	Offshore Substation Platform
OTNR	Offshore Transmission Network Review
PDE	Project Design Envelope
PEIR	Preliminary Environmental Information Report
PPP	Pollution Prevention Plan
PRoW	Public rights of way
SAC	Special Areas of Conservation
SAR	Search and Rescue
SPA	Special Protection Area
SNCBs	Statutory Nature Conservation Bodies
SSSI	Sit of Special Scientific Interest
SWMP	Site Waste Management Plan
TEP	Technical Engagement Plan
TJB	Transition Joint Bay
UK	United Kingdom
UXO	Unexploded Ordnance
WSI	Written scheme of investigation

Units

Unit	Description
%	Percentage
dB	Decibels
Kg	Kilogram
kHz	Kilohertz

Unit	Description
KJ	Kilojoules
km	Kilometres
km ²	Kilometres squared
kV	Kilovolt
m	Metres
m ²	Metres squared
m ³	Metres cubed
nm	Nautical mile
μPa	micropascal

1 The Applicants' Hearing Summary of the Issue Specific Hearing Day 3

1.1 Introduction

- 1.1.1.1 This document presents a written summary of Morgan OWL and Morecambe OWL, (together, 'the Applicants') oral case at the Issue Specific Hearing 3 (ISH3) Day 3. ISH 2 Day 1 on Morgan and Morecambe Offshore Wind Farms Transmission Assets Development Consent Order (DCO) application took place on 31 July 2025 at AFC Fylde Football Club, Mill Farm Sports Village, Coronation Way, Wesham PR4 3JZ.

1.2 Hearing Summary ISH3 Day 3

Table 1.1: Hearing Summary ISH3 Day 3

ID	Agenda Item	Notes
1	Welcome, introductions and arrangements for the hearing	
2	Purpose of the hearing	
3(a)	<p>Item 3 - Applicants' summary of the draft Development Consent Order (dDCO)</p> <p>a) Brief overview of the dDCO [REP3-009]</p>	<ol style="list-style-type: none"> 1) The Examining Authority (ExA) requested the Applicants to provide a brief summary of the dDCO, including an overview of its structure and general content. 2) It was noted by Newton with Clifton Parish Council and Freckleton Parish Council (NWPC and FPC) that there were some typographical errors contained with the Deadline 3 dDCO. 3) The Applicants confirmed that they would review the dDCO as an ongoing process and update it accordingly for Deadline 4. [Post hearing note: The Applicants have carried out a thorough review of the draft DCO for typographical and grammatical errors, including amending the reference to Welsh Guidance in Schedule 12, paragraph 7 at Deadline 4 (see C1/F06) in satisfaction of hearing action point ISH3_1.] 4) The Applicants confirmed that the dDCO should be read together with the Explanatory Memorandum (EM) (REP3-011), which explains the purpose of each article and schedule, including the Requirements and the Deemed Marine Licence (dML) Conditions. The Applicants have used the SI Template provided by the government's stationary office and the structure and content of the draft DCO follows a standard and well preceded format. Drafting has also taken into account comparable orders as set out in Table 1.1 of the EM. The Applicants noted that they have also been considering the recent Rampion 2 and Mona Offshore Wind Farm Orders when making updates to the dDCO. 5) The Applicants noted that the front end of the dDCO contains the operative articles and is split into parts. These articles provide, amongst other things, the consent for the projects, street work powers, compulsory acquisition powers, temporary possession powers and, where relevant, apply the Schedules. The Schedules include further detail on certain matters set out in the articles and importantly, provide the works that each project is authorised to undertake under the DCO and the controls placed on those works. 6) The Applicants continued to describe each Schedule. Schedule 1 describes the authorised works for which development consent is granted for each project by Article 3 of the dDCO. The authorised works are separated into Project A Works and Project B Works. Project A Works relate to Morgan Offshore Wind Limited and development consent would be granted under Article 3(1)(a). Project B Works relate to Morecambe Offshore

ID	Agenda Item	Notes
		<p>Wind Limited and development consent would be granted under Article 3(1)(b). The use of A and B Works follows the approach adopted in other joint DCOs, including, most recently, the Sheringham and Dudgeon Extension Projects Order and the Dogger Bank Teesside A and B Offshore Wind Farm Order. This approach has been taken to provide clarity around the extent of each project's works. The works plans (REP3-005 and REP3-006) should be read alongside the works descriptions that are set out in Schedule 1. The works plans identify the areas in which each project may undertake its works. The Project A Works and Project B Works are also further split within the Schedule by the use of subheadings to clarify those works that are considered offshore elements, intertidal elements and onshore elements for each respective project.</p> <p>7) The Applicants moved on to describe Schedule 2, which has been split into Schedules 2A and 2B in order to provide separate Requirements for Project A and Project B. The Requirements are equivalent to planning conditions that would ordinarily be attached to planning permission granted under the Town and Country Planning Act 1990. Therefore, in the event development consent is granted, Morgan Offshore Wind Limited would seek discharge of the Requirements under Schedule 2A for the Project A Works and Morecambe would see discharge of the Requirements under Schedule 2B for the Project B Works before commencing their relevant works.</p> <p>8) The Applicants confirmed that there is a consistent approach taken to the drafting of the Requirements and, save for specific parameters relevant to each project, the Requirements in Schedules 2A and Schedules 2B mirror each other. There is a table in Annex 1 of the EM which sets out where the differences are. The Requirements are one of the key ways in which mitigation identified in the Environmental Statement (ES) is secured and relevant controls are placed on each project.</p> <p>9) The Applicants confirmed that the Requirements have been drafted in line with many recent precedent DCOs (as set out in the EM).</p> <p>10) Schedules 3 to 6 of the dDCO list out various street works, temporary restrictions to streets, public rights of way and creation of accesses authorised by Article 9 (Street works) powers, Article 12 (Temporary closure of public rights of way) and Article 13 (Temporary restriction of use of streets). These Articles are set out in Part 3 of the dDCO. Similarly, each of these Schedules are split into Project A and Project B to ensure it is clear what is authorised in relation to each project.</p> <p>11) The Applicants explained that Schedules 7A and 7B are linked to Article 29 of the dDCO. Schedule 7A lists out the land plots over which Morgan Offshore Wind Limited may only take temporary possession, and Schedule 7B lists out the land plots over which Morecambe Offshore Wind Limited may only take temporary possession under Article 29. It also specifies the purposes for which temporary possession can be taken in relation to each of the plots identified in Schedules 7A and 7B.</p>

ID	Agenda Item	Notes
		<p>12) The Applicants confirmed that Schedule 8A lists out the land plots over which Morgan Offshore Wind Limited may exercise powers of compulsory acquisition or impose restrictions under Article 22, and likewise Schedule 8B for Morecambe Offshore Wind Limited. Schedules 8A and 8B set out in detail the purpose for which the rights may be required for each plot of land, and this reflects what is set out in the Book of Reference (REP1-014).</p> <p>13) Schedule 9 is included to modify existing compensation legislation, including the Land Compensation Act 1973 and the Compulsory Purchase Act 1965.</p> <p>14) The Applicants explained that Schedule 10 includes the Protective Provisions for the benefit of various Statutory Undertakers, where there are identified interactions with the two projects and also Protective Provisions for the Environment Agency (EA) and the Lead Local Flood Authority in relation to the disapplication of The Environmental Permitting (England and Wales) Regulations 2016 and the Land Drainage Act 1991 under Article 7. Those provisions will provide for an agreed process of approval of main river and ordinary watercourse crossings.</p> <p>15) The Applicants noted that the Protective Provisions use the definition of Undertaker and therefore apply to Morgan Offshore Wind Limited when it undertakes Project A Works and likewise will apply to Morecambe Offshore Wind Limited when they undertake Project B Works.</p> <p>16) Schedule 11A lists hedgerows which may be removed for Project A and Schedule 11B lists those that may be removed for Project B Works under Article 35.</p> <p>17) Schedule 12 sets out a procedure for the approval of matters under the Requirements in Schedules 2A and 2B, and any appeals related to that. This Schedule is applied by Article 46.</p> <p>18) Schedule 13 sets out the arbitration rules and a clear process to be followed in the event any matter is referred to arbitration under Article 46.</p> <p>19) The Applicants moved onto the dMLs. Schedule 14 sets out the dML for Morgan Offshore Wind Limited for marine licenced activities in the offshore environment in connection with Project A and Schedule 15 sets out the dML for Morecambe Offshore Wind Limited for its marine licence activities in the offshore environment. These two Schedules follow a standard form of dML for offshore works so include similar drafting to other dMLs contained in many offshore wind DCOs. Schedule 16 sets out the River Ribble Marine Licence for Morgan Offshore Wind Limited and Schedule 17 does the same for Morecambe Offshore Wind Limited. Each dML sets out the relevant licenced activities authorised by it and also includes the dML conditions that those activities must be carried out in compliance with.</p> <p>20) Schedule 18 lists the documents that are to be certified.</p>

ID	Agenda Item	Notes
3(b)	<p>Item 3 - Applicants' summary of the draft Development Consent Order (dDCO)</p> <p>b) Summary of recent amendments made to the dDCO</p>	<p>21) The ExA noted that there had been a significant number of amendments, which will be addressed during later items of the hearing but invited the Applicants to provide a brief comment if purposeful.</p> <p>22) The Applicants noted that the changes would be addressed when working through the Articles and Requirements but highlighted that any updates made are set out in the Schedule of Changes (SoC) to the dDCO. The SoC includes tables for each deadline which identify any amendments made and the reasons for those amendments (REP3-071).</p> <p>23) A key addition that was made to the dDCO at Deadline 3 was the inclusion of the collaboration requirement at Requirement 25 in Schedules 2A and 2B, alongside a condition in each of the dMLs. This drafting is preceded in the Sheringham Shoal and Dudgeon Extension Projects Order, which was also a joint DCO which consented two NSIPs. This Requirement ensures that the projects continue to collaborate and coordinate post-consent when submitting detailed plans and other documents for approval.</p>
3(c)	<p>Item 3 - Applicants' summary of the draft Development Consent Order (dDCO)</p> <p>c) Summary of engagement on dDCO with relevant parties including Statements of Common Ground (SoCG)</p>	<p>24) The Applicants requested that, where other parties want to propose amendments to the dDCO, these should be submitted by Deadline 6 at the latest in order to provide the Applicants with sufficient time to consider the final version of the dDCO rather than it becoming a matter for the Secretary of State (SoS) to determine.</p> <p>25) The ExA agreed that this would be appropriate.</p> <p>26) Fylde Borough Council acknowledged the Applicants' position and saw the benefit of this approach but noted that they would reserve their right to make comments up until the final deadline in the event of submission of last-minute information by any party.</p> <p>27) Blackpool Borough Council concurred with the Applicants on this point and noted that it would be useful for the Councils to understand where the drafting position is at an earlier stage.</p> <p>28)</p>
4(a)	<p>Item 4 – Articles</p> <p>a) The ExA will ask questions and seek comments on the proposed Articles including the following:</p>	<p>Article 2, Interpretation</p> <p>29) In response to the ExA's question (Q2.1.1), the Applicants confirmed that the definition of 'authorised development' had been updated to reflect the fact that this is a joint application and provide further clarity regarding whether a matter relates to Project A or Project B.</p> <p>30) In response to the ExA's question (Q2.1.4), the Applicants confirmed that the definition of 'maintain' had been updated following a request from Natural England (NE) to use their preferred wording. Consequently, where there are any maintenance works, the Applicants would be expected to perform these within the parameters set out within the ES. The Applicants noted that the Marine Management Organisation (MMO) stated that they approved of this definition at Deadline 3.</p> <p>31) Following concerns expressed by the ExA, NWCP and FPC regarding the interpretation of 'maintain' in relation to the removal of whole buildings, the Applicants agreed to consider the drafting contained in the Mona Offshore Wind Farm DCO to provide clarity on the ability to replace buildings. [Post hearing note: The</p>

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		<p>Applicants have updated the definition of 'maintain' in the draft DCO (see C1/F06) to exclude removal of buildings in satisfaction of hearing action point ISH3_3.]</p> <p>32) In response to the ExA, the Applicants confirmed that the definition of 'onshore site preparation works' will be amended at Deadline 4 to remove reference to the 'removal of hedgerows and trees'. The Applicants also confirmed that they will review the outline plans and controls in order to provide further detail on how the onshore site preparation works will be undertaken to ensure that sufficient controls are in place and are adhered to. [Post hearing note: The Applicants have reviewed how early planting landscaping works is controlled in the outline plans and provided an update at Deadline 4 (see S_D4_9 in satisfaction of hearing action point ISH3_4.)</p> <p>33) The Applicants further agreed to review the definitions of 'Morgan Generation Assets' and 'Morecambe Generations Assets' in Article 2. [Post hearing note: The Applicants have conducted a review of the interpretation of Morgan and Morecambe Generation Assets and updated the dDCO at Deadline 4 (see C1/F06) in satisfaction of hearing action point ISH3_5.]</p> <p>Article 3, Development consent etc. granted by the Order</p> <p>34) In response to NWCPD and FPC, the Applicants confirmed that the square brackets contained in Article 3 were intentional and allow the option for the SoS to consider whether those paragraphs are necessary. The Applicants responded to this point in detail in their Responses to the ExA's Written Questions and it is also explained in the EM (see paragraph 1.6.3.3 of REP3-011).</p> <p>Article 6, Benefit of the Order</p> <p>35) The Applicants confirmed that amendments were made to Article 6 at Deadline 3 in response to the ExA's Written Questions. The changes are intended to provide further clarity on the relevance of this Article to each Undertaker. The Applicants recognised that this is a particularly complex Article and noted that it now specifically refers to either Morgan, Morecambe or the relevant Undertaker.</p> <p>36) The ExA noted that the MMO still has an outstanding objection to the wording of Article 6.</p> <p>37) The Applicants clarified that their understanding was that MMO will maintain their position as will the Applicants. This will likely be a matter for the SoS to decide upon as has been the process followed in recent DCOs.</p> <p>Article 7, Application and modification of legislative provisions</p> <p>38) The ExA noted that negotiations on this Article are continuing between the Applicants, the EA and Lancashire County Council. The ExA asked the Applicants to provide an update on the status of Article 7.</p>

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		<p>39) The Applicants explained that they had received confirmation from the EA that morning that they are satisfied with the disapplication of FRAPS subject to the Applicants agreeing the Protective Provisions. Following the EA's recent comments on the draft Protective Provisions being discussed between the parties, there are no substantive issues and only minor drafting points which the parties should be on track to resolve for Deadline 5.</p> <p>40) The Applicants also noted that negotiations regarding the drafting of the Protective Provisions are still ongoing with the Local Flood Authority, but there are only a few outstanding points. Again, the Applicants are aiming to reach agreement by Deadline 5.</p> <p>41) The EA and Lancashire County Council concurred with the updates provided by the Applicants.</p> <p>Article 8, Defence to proceedings in respect of statutory nuisance</p> <p>42) The ExA noted that Blackpool Borough Council have an outstanding objection relating to the impacts of construction vehicles on residential areas near Squires Gate Lane.</p> <p>43) Blackpool Borough Council confirmed that they were reserving their position until review of the Change Request which Squires Gate Lane is subject to.</p> <p>44) The Applicants highlighted that in the unlikely event a claim for statutory nuisance is presented, there is a defence under Section 158 of the Planning Act 2008. Article 8 addresses the narrow gap where the position is not covered under Section 158 and reflects drafting that is common amongst other accepted DCOs. The Applicants requested that Blackpool Borough Council conduct their review within the relevant context.</p> <p>Article 10, Power to alter layout etc. of streets</p> <p>45) In response to the ExA's question regarding the power applying to land outside the Order Limits, the Applicants clarified that this power relates to streets, namely highway works, and does include streets outside the Order limits. This has been adopted by other projects and can be found most recently in the Rampion 2 Offshore Wind Farm Order. The wording of the provision reinforces that these powers can only be used insofar as they may be expedient or necessary for the purposes of or in connection with constructing, operating and maintaining the authorised project. The Applicants highlighted that identified routes were set out in their Response to Written Questions and reiterated that the powers are necessary for the project.</p> <p>46) The ExA noted that this Article was not included in the Mona DCO. The Applicants confirmed that throughout the Mona examination, there were detailed discussions with the Highways Authority in respect of resolving matters concerning the way in which works would be done and any other approvals required. This application can be distinguished from Mona in light of the different approaches taken with and by the relevant Highways Authorities.</p> <p>47) Within the drafting of Article 10 itself, the Applicants noted that there is a provision for consent to be obtained from Lancashire County Council before any works can be undertaken under the Article. The Applicants have sought to be proportionate and measured with regard to their drafting noting that the Rampion 2 DCO (and</p>

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		<p>others) includes a deemed consent mechanism which the Applicants have decided not to include based on the fact that they will be seeking consent and agreement with Lancashire County Council for these works.</p> <p>48) In response to the ExA's question regarding how a Section 278 Agreement could also apply to these works, the Applicants confirmed that they are in ongoing discussions with Lancashire County Council, but the Applicants expressed that they were not yet in a position to agree to a Section 278 although this is a method which can be explored post-consent.</p> <p>Article 12, Temporary closure of public rights of way</p> <p>49) In response to the ExA's question about the differences between Article 12 and Schedules 5A and 5B, the Applicants confirmed that this was likely a drafting issue and would provide an update to ensure the wording used in Schedules 5A and 5B aligns with Article 12. [Post hearing note: The Applicants have updated Schedules 5A and 5A (Public rights of way to be temporarily closed or restricted – Project A/Project B) to align with the wording in Article 12 (Temporary closure of public rights of way) at Deadline 4 (see C1/F06) in satisfaction of hearing action point ISH3_7.]</p> <p>50) The Applicants confirmed that the indicative management measures for public rights of way are explained in Table 1.2 of the Outline Public Rights of Way Management Plan (AS-048).</p> <p>Article 13, Temporary restriction of use of streets</p> <p>51) The ExA noted that National Highways have sought an amendment to require that their prior consent is obtained, but the Applicants do not consider this a necessary addition.</p> <p>52) The Applicants confirmed that National Highways are satisfied with the response provided regarding Article 13 but acknowledged that there are still a couple of amendments to two other articles which are currently being negotiated. There is a meeting scheduled for the following week in order to agree the position on drafting points. Therefore, the Applicants are optimistic that the outstanding issues with National Highways can be resolved before Deadline 4. [Post hearing note: The Applicants have updated the SoCG with National Highways to include comments on the draft DCO at Deadline 4 (see C1/F06 and S_D1_6.9 F03) in satisfaction of hearing action point ISH3_8.]</p> <p>Article 19, Removal of human remains</p> <p>53) The ExA noted that the SoS has tended to delete this provision from recent DCOs, including the Mona Offshore Wind Farm Order. The ExA requested for the Applicants to provide an explanation for why this Article is required in the context of the proposed development.</p>

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		<p>54) The Applicants acknowledged that this Article has been removed from recent DCOs but maintained their position that Article 19 remains appropriate to include for this project. The Applicants have considered the interaction between the Article and the Outline Written Scheme of Investigation (REP3-030), which relate to separate processes. The Article deals with human remains that are less than 100 years old and the Outline deals with human remains that are over 100 years old. Specifically, the Article would deal with unknown human remains of less than 100 years old like where a murder victim is discovered. Although rare, there are members of the project team that have encountered this on previous developments.</p> <p>55) The Applicants recognised that some elements of the drafting could provide more clarity on the issue and agreed to review this. [Post hearing note: The Applicants have reviewed the drafting of Article 19 (Human remains) in light of the Mona SoS decision and considered whether the Article is needed. The Applicants have removed the Article from the dDCO at Deadline 4 (see C1/F06) in satisfaction of hearing action point ISH3_9.]</p> <p>Article 22, Compulsory acquisition of rights</p> <p>56) The ExA asked the Applicants whether the intention of the Article was to create a general power to acquire rights or impose restrictions.</p> <p>57) The Applicants clarified that Schedules 8A and 8B includes all the land plots for the whole of the cable corridor. The acquisition of rights in those plots is restricted to the purposes set out in those Schedules. Schedules 7A and 7B then specify the plots that are restricted to temporary possession. Article 22 does create a more general power, but given most plots fall either within Schedules 8A and 8B or 7A and 7B, it is intended to provide for a downgrading of compulsory acquisition powers where freehold acquisition is identified on the Land Plan (REP1-004).</p> <p>58) The ExA asked the Applicants if they intended to keep the general provision in addition to the provisions specified in Schedules 7 and 8 and whether this was necessary.</p> <p>59) The Applicants confirmed in the affirmative and clarified that if the provision was removed, the areas shown as permanent acquisition on the land plans would not have an option to downgrade to use the alternative mechanism of simply acquiring rights and placing restrictions. The general provision is linked to the purposes for which the land can be acquired under Article 20, which specifies use only in relation to facilitating the project or for purposes incidental to it. The Applicants would not have the ability to exercise these powers for anything more than the consent has provided for.</p> <p>60) The Applicants further clarified that Article 22 is subject to paragraphs 2 and 3 and allows for a downgrading of those rights limited to the substation areas, landscaping and biodiversity benefit areas if appropriate in the circumstances. Every plot where those rights are required is set out in the Schedules and the Book of Reference, which provides explanation of the reasons those rights are being stored and the extent of powers that would effectively apply throughout the Schedule. The Applicants confirmed that their position is that this is not a general power when the context is adequately considered.</p>

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		<p>61) The ExA confirmed that it would be beneficial for the Applicants to provide a clear explanation of the general power and justification for it. [Post hearing note: The Applicants have explained and provided justification for the inclusion of the general power for acquisition of rights under Article 22 (Compulsory acquisition of rights) at Deadline 4 (see S_D4_9), in satisfaction of hearing action point ISH3_10.]</p> <p>62) NWCP and FPC asked the Applicants if consideration had been given to the possibility of Morgan and Morecambe coming into conflict, particularly given that there are some parcels of land where both projects have acquisition rights.</p> <p>63) The Applicants acknowledged these comments and highlighted that they had discussed the need for coordination and collaboration post-consent at length. The Applicants flagged that there is a Commercial Agreement between the parties to address these matters. Further, the Applicants have included the new collaboration requirements, and the Applicants have also included drafting within the private rights Article which provides clarifications to prevent one project from overriding the other's rights, meaning that a situation cannot arise where one project prevents the other project from exercising its rights or temporary possession powers.</p> <p>64) The Applicants went on to highlight that due to the cable corridor being split almost entirely along its length, most of the compulsory acquisition powers are also clearly split between the projects. Therefore, Morgan has the ability to compulsorily acquire rights on the Morgan side of the corridor and likewise for Morecambe on Morecambe's side of the corridor. In addition, there is bespoke drafting within the private rights Article to deal with areas where the temporary possession powers cross the other undertaker's cable corridor.</p> <p>Article 29, Temporary use of land for carrying out the authorised project</p> <p>65) The ExA enquired as to whether the landowners have been previously alerted to the possibility of temporary possession during consultation and engagement with them.</p> <p>66) The Applicants stated that yes, it is understood that it is the case, that it has been explained to landowners that these powers exist in the dDCO and would be used in the event that agreement is unable to be reached, but this could be discussed further at CAH2 when appropriate members of the lands team would be available to confirm.</p> <p>67) The ExA asked the Applicants to confirm the period of notice for temporary possession.</p> <p>68) The Applicants confirmed that the period of notice for temporary possession is 28 days in both Article 29 and Article 30. The Applicants highlighted that 28 days is the minimum notice period and, where possible, longer periods will be given.</p> <p>69) A representative from Hornbys Foundation Charity asked the Applicants to clarify whether the temporary use of land would be for maintaining cable routes and substations throughout the life of the project.</p>

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		<p>70) The Applicants clarified that the temporary possession powers currently being discussed related to land for the construction of the project. The intention would be to construct under the temporary possession powers, and then only take permanent acquisition of the actual cable corridors and areas required subsequently for access.</p> <p>71) The Applicants confirmed that they have been engaging with landowner concerns regarding the use of land and length of time involved, as well as considering the recent decisions on the Mona and the Sheringham Shoal and Dudgeon Extension Projects Orders. The Applicants noted some additional wording included in those DCOs which provides that where temporary possession is taken by an undertaker, they can only remain in possession for as long as reasonably necessary. This drafting is being added to the dDCO at Deadline 4 (C1/F06).</p> <p>Article 30, Temporary use of land for maintaining the authorised project</p> <p>72) The ExA enquired whether this project should follow the drafting in the Mona Offshore Wind Farm Order, which was amended by the SoS to 5 years for landscaping.</p> <p>73) The Applicants confirmed that they had already been conducting a review on this point and will be amending this Article to provide for a period of 5 years at Deadline 4 (C1/F06).</p> <p>Article 33, Funding</p> <p>74) The ExA noted that SABIC may have some comments on this Article given their Deadline 3 submission which raises concerns regarding compensation and the consequences of extinguishing rights.</p> <p>75) SABIC noted that the Article provides for the SoS to approve a guarantee of security and the amount of that security before the powers are used by the Undertaker. This process is designed to allow the SoS to assess the adequacy of the security based on financial information provided by the Applicants. In its current form, Article 33 does not provide what information must be supplied to the SoS and does not require the Applicants to make enquiries of landowners in relation to any knock-on effects of the acquisition rights. SABIC's primary concern is a situation arising where the Applicants undervalue the likely compensation due to a lack of understanding about the compensation consequences of suspending or extinguishing rights. SABIC is also concerned about a situation arising where the Applicants do not anticipate taking a subject's rights when the amount of security is approved, but then later requires them due to engineering difficulties. However, following a recent call with the Applicants, SABIC confirmed that there is a way forward on the issue, which will be discussed in the coming weeks.</p> <p>76) The Applicants noted that they are proposing to amend the Protective Provisions to address the concerns raised by SABIC and are confident that a resolution will be agreed with the appropriate drafting at Deadline 5 if feasible.</p>

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		<p>Article 35, Felling or lopping of trees and removal of hedgerows</p> <p>77) Fylde Borough Council noted their response on this Article regarding notification and/or approval. They would like to be made aware of where the power is exercised and expressed a need for a decision-making process so that it is not an entirely self-monitored exercise of the power.</p> <p>78) The Applicants confirmed that paragraph 4 of Article 35 links the removal of hedgerows to the hedgerows that are specified in Schedules 11A and 11B, which contain every hedgerow within the Order Limits. The Tree and Hedgerow Plan also shows the locations of those hedgerows and the extent of any removals.</p> <p>79) The ExA queried whether there is any provision for the approval of the relevant local authority.</p> <p>80) The Applicants confirmed that for the discharge of Requirements associated with each stage of construction of the Transmission Assets would identify those trees as part of the discussions with the discharging local authority. Therefore, these would need to be justified in agreement with the local authority.</p> <p>81) The ExA requested that the drafting of the outline be updated to make reference to the details of the trees etc. being removed in order for them to be considered as part of the overall landscape works. [Post hearing note: The Applicants will provide an Arboriculture Method Statement at Deadline 5 and will also provide associated updates to the relevant outline plans at Deadline 5.]</p> <p>Article 36, Trees subject to preservation orders</p> <p>82) Fylde Borough Council noted that they do not agree a blanket power, which is included on a precautionary basis, is necessary as there are a limited number of trees covered by the Tree Preservation Order (TPO).</p> <p>83) The Applicants confirmed that they did not expect their position to change on this point, particularly given that other local authorities are in agreement as to why it should be retained in order to deal with any potential future TPOs. However, the Applicants noted that they would submit an Arboriculture Method Statement as an annex to the Code of Construction Practice at Deadline 5 to provide clarity on the control mechanism. [Post hearing note: The Applicants are conducting a review of the controls included in the Outline Management Plans in relation to the removal of trees and hedgerows and will consider whether any drafting updates are required to Article 35 (Felling or lopping of trees and removal of hedgerows) and Article 36 (Trees subject to preservation orders) in response to any comments provided by Fylde Borough Council. If there are any updates to the drafting, these will be provided at Deadline 5, in satisfaction of hearing action point ISH3_12.]</p> <p>Article 45, Requirements, Appeals, etc.</p> <p>84) The ExA questioned why it was still necessary to include the ability to apply Section 78 of the Town and Country Planning Act 1990 in the Article when there is a separate Schedule which provides the mechanism. The ExA noted that this was removed from the Mona Offshore Wind Farm Order.</p>

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		<p>85) The Applicants noted that this was a complex aspect of the drafting and that the Applicants are still digesting the decision from Mona. The Applicants will consider whether Article 45 duplicates the content of Schedule 12 in order to ensure there is an expedient process for dealing with appeals. [Post hearing note: The Applicants have considered the need for the drafting in paragraphs 2 and 3 of Article 45 (Requirements, appeals, etc.) in light of the Mona decision and have updated the drafting in the dDCO at Deadline 4 (C1/F06) in satisfaction of hearing action point ISH3_13.]</p> <p>86) Fylde Borough Council noted their request to extend the time from 8 weeks to 10 weeks in relation to Schedule 12 for consistency purposes.</p> <p>87) The Applicants confirmed that they would amend the Schedule 12 drafting to extend the time from 8 weeks to 10 weeks at Deadline 4 ((C1/F06)).</p> <p>Article 47, Inconsistent planning permissions</p> <p>88) The ExA noted that this Article had been removed by the SoS on recent DCOs, including Rampion 2 and Mona. The ExA asked the Applicants to provide justification for why this Article should remain.</p> <p>89) The Applicants confirmed that they were aware of the recent decision to remove the Article, although the wording contained within the Rampion 2 DCO was different. In response to several concerns raised about other developments and planning permissions being sought along the route, the Applicants have responded by amending the drafting to properly reflect the protections that were required to avoid any consequential issues around inconsistent planning permissions.</p> <p>90) The Applicants noted that, in response to Q5.1.28 of REP3-109, South Ribble Borough Council welcomed amendments of article 47 of the draft DCO.</p>
4(b)	<p>Item 4 – Articles</p> <p>a) Any relevant comments from interested parties on other proposed Articles within the dDCO</p>	
5(a)	<p>Item 5 – Schedule 1 – Authorised Project</p> <p>a) Part 1 – Authorised Development</p>	<p>91) The ExA asked the Applicants to provide an introduction to the Schedule.</p> <p>92) The Applicants reiterated that Part 1 - Authorised Development should be read in accordance with the Works Plans (REP3-005 and REP3-006).</p> <p>93) The ExA then asked the Applicants to explain the approach to associated development.</p> <p>94) The Applicants confirmed that the normal position is that a DCO for a Nationally Significant Infrastructure Project (NSIP) is defined within the Planning Act 2008. The generation assets consist of an offshore wind farm</p>

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		<p>of over 100MW, meaning that they are an NSIP. The generation element is considered to be an NSIP, and the transmission assets associated with that NSIP are the associated development. In order to bring the transmission assets within the remit of the Planning Act 2008, the Applicants sought a direction from the SoS under Section 35 of the Planning Act 2008. As set out in Schedule 1, the authorised development is the development for which development consent is required in accordance with the SoS Section 35 Direction on 4 October 2022. Effectively, the development described in the Section 35 Direction becomes the principal development for the purposes of the Order. Any works that are related to the principal development become the associated development works as they are needed to effectively deliver the project. There is inevitably often some overlap in DCOs between the principal development works and the associated development works.</p> <p>95) The ExA referred to the Sheringham and Dudgeon Extension Projects and its approach to state which works applied to which individual construction scenario.</p> <p>96) The Applicants confirmed that the Sheringham and Dudgeon DCO is slightly different. Whilst it is the same in that it is a DCO that consents two projects, it also provided for more unusual scenarios. Specifically, that DCO goes further than other joint DCOs and provides for integrated options under scenarios 3 and 4. T. Due to the way those projects were being brought forward by Equinor as the agent for both Undertakers, they considered that they wanted the ability to be able to deliver an integrated electrical system. The integrated works are set out in the DCO as 'C' works. If the integrated options are taken forwards, the two projects would in effect be delivered as a single project. The DCO for Sheringham and Dudgeon was bespoke to account for these more unusual scenarios which is not necessary here.</p>
5(b)	Item 5 – Schedule 1 – Authorised Project b) Part 2 – Ancillary Works	
6(a)	Item 6 – Schedules 2A and 2B – Requirements (Projects A and B) a) The ExA will ask questions and seek comments on the proposed Requirements (R), including the following (note that each requirement discussed will relate to that for both Projects A and B):	<p>97) The ExA asked the Applicants whether the Requirements in Schedules 2A and 2B were the same, aside from relating to different projects.</p> <p>98) The Applicants confirmed that this was correct and clarified that the only real difference is that Schedule 2A refers to Project A and Schedule 2B refers to Project B. The Applicants also noted that there are a few design parameters that are different in Requirements 4 and 5, and the Requirement relating to offshore parameters.</p> <p>Requirement 1 – Time limits</p> <p>99) The ExA noted the recent Mona decision and the commencement of works being changed to no later than the expiration of 5 years beginning with the date the Order comes into force.</p> <p>100) The Applicants acknowledged that the recent Mona DCO had been given 5 years but noted that this was a single project i.e. one development being brought forward under a single DCO. The Applicants clarified that the precedent for joint DCOs is 7 years as was the case with Sheringham and Dudgeon, Dogger Bank,</p>

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		<p>Hornsea Three and Hornsea Four. It will also be significant to see what the SoS determines for both the Morgan and Morecambe Generation DCOs because ultimately these projects will be delivered with their transmission assets as single projects, and the time limits will need to align.</p> <p>101) The Applicants noted that it is important these projects are capable of delivery and highlighted the contracts for difference regime. The Applicants considered that 5 years would be both unreasonable and unnecessary in the circumstances.</p> <p>102) The ExA queried what the implications would be on the construction programme should the commencement period be reduced to 5 years.</p> <p>103) The Applicants confirmed that if the commencement period became 2 years less, then if there was a sequential gap between the projects, that gap would also be reduced by two years. However, there needs to be consideration over whether or not that would be beneficial. The ability for there to be a potentially greater period between the projects would allow restoration to take place. Therefore, a reduced commencement period does not necessarily mean that the knock-on implications would be less.</p> <p>104) The ExA requested the Applicants to provide on a without prejudice basis the implications to the DCO of changing the time limits by reference to the Mona Offshore Wind Order.</p> <p>105) The Applicants confirmed that to their knowledge, the only drafting changes would be to Requirement 1 and Article 21 and there would be no other changes resulting from that amendment, although the Applicants would review this point further. [Post hearing note: The Applicants have set out on a without prejudice basis what the DCO drafting implications would be should the SoS reduce the timescales for implementation from 7 years to 5 years at Deadline 4 (see S_D4_9, in satisfaction of hearing action point ISH3_14.)</p> <p>Requirement 3 – Stages of Project A/Project B</p> <p>106) The ExA asked the Applicants to briefly describe a stage as opposed to a phase.</p> <p>107) The Applicants confirmed that they had made a fairly detailed written submission following the first set of hearings but went on to clarify that stages can be categorised as ‘stages (or sections) of works’ along the cable route. Phases are used on other DCOs to describe array areas that are split up into two and delivered in more than one phase despite it being one project. However, there is no intention to do that on this project.</p> <p>108) The ExA asked the Applicants if there is a mechanism for informing residents when the different stages of works will commence.</p> <p>109) The Applicants confirmed that the Communications Plan would require the Applicants to notify residents of the activities that are due to occur and how they will occur. This mechanism will be agreed with the local authority through the discharge of Requirement 8. The Applicants have not received any comments from the local authorities on the Outline Communications Plan (REP3-020) but would welcome that engagement.</p>

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		<p>110) Blackpool Borough Council confirmed that, following review of the Outline Communications Plan, they considered it to be fairly standard. Blackpool Borough Council suggested holding local liaison committee meetings to improve engagement and providing additional detail on which scenario is being pursued.</p> <p>111) The Applicants addressed how the discharge of requirements will ultimately take place and noted that due to there being two separate projects, these requirements will need to be discharged individually. It would become apparent to the local authority if both projects come forward at the same time with staging plans and at that point would become a matter for the local authority to decide in terms of how those staging plans interact with each other. At this stage, it is not possible for the Applicants to determine whether it will be a concurrent or sequential scenario. [Post hearing note: The Applicants have added wording at paragraph 1.4.1.4 of the Outline Communications Plan (J1.1/F02) at Deadline 4 around communications relating to confirmation of construction scenario in satisfaction of hearing action point ISH3_16 (see S_D4_9).]</p> <p>112) The Applicants also highlighted that this dDCO includes a collaboration requirement, which does require each undertaker to share details of staging with the other undertaker before it is submitted for discharge along with any comments from the other Undertaker. There is a particularly long lead-in time on these kinds of projects, and it will be apparent to the local authority at the time of discharge whether the projects would be constructing concurrently or sequentially due to that ongoing engagement.</p> <p>113) In response to Fylde Borough Council's concerns regarding collaboration arrangements, the Applicants went on to note that the wording in the onshore collaboration requirement addresses these concerns as it states that, in the event of either sequential or concurrent construction of Project A and Project B, Morgan must, before submitting any plans, schemes, details or documents required to be submitted for approval under the Requirements, provide a copy of that plan or document to Morecambe to enable Morecambe to provide comments on the relevant plans and documentation and then importantly, submit any comments duly received from Morecambe or a statement confirming that no such comments were received. The same applies to Morecambe under its requirements in Schedule 2B.</p> <p>114) Fylde Borough Council noted that they were aware of Requirement 25 and would come back in writing if any additional wording is necessary.</p> <p>115) Lancashire County Council concurred with the comments provided by Fylde Borough Council.</p> <p>Requirement 4 – Substation works</p> <p>116) The ExA noted the Environment Agency's (EA) request to be included as a consultee and asked the parties to provide an update on this matter.</p> <p>117) The Applicants clarified that following exchange of written submissions, the EA have confirmed that they no longer need to be a consultee for the purposes of Requirement 4.</p> <p>118) The EA concurred with the Applicants on this point.</p>

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		<p>119) Lancashire County Council requested that they should be listed as a consultee, particularly given that the Requirement addresses the points about vehicular access. They also considered the possibility of there being an explicit requirement in relation to the landscaping of substations and whether this should be tied in with the Requirement relating to the design as the two are intimately linked. Lancashire County Council's final point was in regard to whether there was an item missing as details of lighting are not referenced within the Requirement.</p> <p>120) Fylde Borough Council noted that subject to the Applicants' comments, they were content with how the Requirement is currently drafted, acknowledging that Requirement 6 would catch any landscaping works at the substations as no stage may commence until there is a written landscaping scheme for that stage of works.</p> <p>121) The Applicants confirmed that Fylde Borough Council's interpretation reflects their intention of how this Requirement will work. In terms of lighting, Requirement 17 deals with control of operational artificial light emissions. The Applicants also highlighted Requirement 10, which requires obtaining approval from Lancashire County Council in relation to the creation of permanent and temporary accesses.</p> <p>122) Fylde Borough Council confirmed that they were content with Lancashire County Council's request to be a named consultee because although there is a separate requirement in terms of access, given one of the detailed works under Requirement 4 is vehicular and pedestrian access, they will need to be consulted on this point anyway.</p> <p>123) The Applicants' understanding is that Lancashire County Council's approval of the relevant works is covered under a different Requirement.</p> <p>124) In response to the ExA's point about the drafting of Requirement 17 in relation to the control of operational artificial light, the Applicants noted that as it is an unmanned substation, there are not necessarily proposals to light it. However, the Applicants agreed to consider the drafting. [Post hearing note: The Applicants have considered whether Requirement 17 (Control of operational artificial light emissions) should include details on lighting and have provided updated drafting in the draft Development Consent Order (C1/F06) at Deadline 4, in satisfaction of hearing action point ISH3_21 (see S_D4_9).]</p> <p>125) The Applicants confirmed that they will engage with Fylde Borough Council on Requirement 4 drafting as part of the development of the Outline Design Principles with an aim to demonstrate progress by Deadline 5.</p> <p>126) In response to BAE Systems' aircraft safety concerns regarding the height of lightning rods and safety lighting on masts and request to be included as a consultee, the Applicants confirmed their position that they did not consider it either necessary or appropriate for BAE Systems of the Defence Infrastructure Organisation (DIO) to be named as consultees as the relevant Requirement relates to the design details of the project. [Post hearing note: The Applicants have reviewed whether there is any statutory requirement for BAE Systems to be consulted under Requirement 4 (Substation works) at Deadline 4 in satisfaction of hearing action point ISH3_22 (see response in S_D4_9).]</p>

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		<p>Requirement 5 – Detailed design parameters onshore</p> <p>127) In response to the concerns raised by BAE Systems regarding fixed reference points and finished ground levels to conduct technical safeguarding assessments, the Applicants confirmed that they will update the drafting to state a maximum metre Above Ordnance Datum, which effectively means a maximum height of 30m for the lightning rods.</p> <p>128) The Applicants also highlighted that 30m will be the maximum height, but the lightning rods may not be 30m or in fact be present at all. There is a process where the detailed design discussions will be informed through the Applicants' agreement with BAE Systems in terms of the provision of their safeguarding assessments. There is ongoing engagement with BAE Systems to provide them with the assurances they are seeking.</p> <p>Requirement 6 – Provision of landscaping and Requirement 7 – Implementation and maintenance of landscaping</p> <p>129) In response to Lancashire County Council and Fylde Borough Council's question as to whether a longer period of maintenance should be required for the landscaping, the Applicants clarified that Requirement 7 relates to the establishment period and should not be confused with the maintenance period. The Applicants acknowledged the heading to Requirement 7 is slightly misleading and will update that at Deadline 4. Requirement 7 secures an ongoing 5 years for the replacement of any planting that dies during that period. In addition, the Applicants made reference to the Ecological Management Plan which deals with the maintenance of the landscaping around the substations.</p> <p>Requirement 8 – Code of construction practice</p> <p>130) In response to the ExA's comment on the drafting of the hydrogeological risk assessment wording at Deadline 3, the Applicants confirmed that they have agreed to update the drafting at Deadline 4 so that it refers to hydrogeological risk assessment for trenchless installation beneath both the Lytham St Annes SSSI and the River Ribble crossing.</p> <p>131) The EA confirmed that they would look forward to seeing the Applicants proposed updates to the wording in Requirement 8 and are still currently in discussions with the Applicants regarding the specific inclusion of hydrogeological risk assessment within the Code of construction practice.</p> <p>132) The Applicants confirmed that the Code of Construction Practice would be updated at Deadline 4 to resolve the concerns held by the EA and to ensure that each commitment is properly captured within the CoCP.</p> <p>133) In response to Fylde Borough Council's request for a separate emergency services liaison, the Applicants confirmed that they will be including the identification of emergency services and liaise with them in the updates to the Outline construction traffic management plan at Deadline 4.</p>

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		<p>Requirement 9 – Traffic and transport</p> <p>134) The Applicants confirmed that whilst conducting a review of onshore site preparation works, they have noted that some additional wording is needed in Requirement 9, namely similar wording that is included in the other Requirements so that onshore site preparation works would be done in accordance with the Outline Construction Traffic Management Plan.</p> <p>Requirement 10 – Highways accesses</p> <p>135) The ExA asked the Applicants if this Requirement relates to both temporary and permanent construction and operation accesses.</p> <p>136) The Applicants clarified that Requirement 10 does relate to both temporary and permanent accesses but noted that the Outline Highway Access Management Plan is only for those operational accesses that constitute new accesses in relation to the onshore substations and the operational access into Blackpool Airport via Leach Lane. The Applicants confirmed that they would be amending the current dDCO wording to align to the drafting in the Mona DCO and to require that, before constructing any access, approval is needed for discharge and design of the relevant access from Lancashire County Council as the current drafting in relation to onshore site preparation works does not accord with the sign off process that has been agreed with Lancashire County Council.</p> <p>Requirement 11 – Onshore archaeology</p> <p>137) Lancashire County Council requested for the Applicants to amend the wording of paragraph 2 to state that ‘any subsequent site specific WSI considered to be necessary’.</p> <p>138) The Applicants requested for Lancashire County Council to provide their proposed drafting prior to Deadline 4.</p> <p>139) [Post hearing note: The Applicants have considered the drafting of Requirement 11(2) (Onshore archaeology) in light of comments raised by Lancashire County Council during ISH3 at Deadline 4 (see C1/F06) and updated the draft DCO (C1/F06) at Deadline 4, in satisfaction of hearing action point ISH3_25 (see also response in S_D4_9).]</p> <p>Requirement 12 – Ecological management plan</p> <p>140) The Applicants confirmed that in response to their comments, the EA has already been named as a consultee in Requirement 12, but the Applicants and the EA are discussing the relevant wording to include in relation to the EA’s statutory remit and hope to provide a resolution on this point ahead of Deadline 4.</p> <p>141) BAE Systems welcomed the introduction of BAE as a named consultee on the Wildlife Hazard Management Plan (WHMP) but consider soe additional wording should be included to specify that the relevant</p>

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		<p>planning authority has due regard to our consultation. Some form of agreement of the WHMP would be preferable to ensure that the operations are safeguarded. BAE Systems also noted that the DIO has requested for the Ministry of Defence (MoD) to be named as consultee on this Requirement and also stated that they consider 12(1)(c) should refer to the detailed WHMP and not the outline WHMP.</p> <p>142) The Applicants agreed to amend the reference from Outline WHMP to detailed WHMP at 12(1)(c) for Deadline 4. They also confirmed that the remaining comments raised by BAE Systems will be part of the ongoing engagement between both parties but noted that BAE could not be an approval body under the Requirements. The responsibility for discharge of requirements lies with the relevant planning authority and it is the same position here as for other type of aviation requirement included in DCOs, where for example, aviation management plans must be submitted to the Secretary of State for approval following consultation with the relevant aviation bodies.</p> <p>143) Blackpool Airport Operations Limited confirmed that it is comfortable with being a named consultee on the outline WHMP and they are currently being consulted on the outline WHMP as part of the Examination and the Airport will have sufficient opportunity to raise safeguarding concerns during the discharge process</p> <p>144) SABIC expressed concern about the potential mitigation to be provided in the permanent mitigation area, particularly where the wader scrapes will be located, which could lead to a loss of soil cover, erosion and landslip, thus affecting the safety of the pipeline. SABIC considered that a 6m buffer should be included.</p> <p>145) The Applicants highlighted that a 6m buffer was included in an update to the Outline Ecological Management Plan at Deadline 2. The Applicants further confirmed that a discussion regarding SABIC's concerns took place on 28 July 2025, and the Applicants believe there is a way forward through the drafting in the Protective Provisions to allay SABIC's concerns.</p> <p>Requirement 14 – Construction hours</p> <p>146) In response to the ExA's request to provide an update on this Requirement, the Applicants noted that they acknowledge the concerns raised in relation to construction hours and recognise the sensitivity of the area. They have made the decision to remove Saturday afternoon working at Deadline 4. Therefore, working hours on Saturday will be from 07:00-13:00.</p> <p>147) The Applicants went on to clarify that a number of amendments were made to this Requirement at Deadline 3, in response to the ExA's questions and also to reflect comments received from the local authorities. This new drafting now uses the Mona DCO wording and sets out what the mobilisation activities are and provides that they can only take place one hour before and one hour after the construction hours specified in the Requirement. Paragraph 3 was also amended to state that not only would notice be given, but before the activities listed in paragraph 2 are undertaken (save for emergency works and trenchless installations), those activities would need to be agreed with the local authorities before they take place.</p> <p>148) The ExA asked the Applicants to clarify the meaning of mobilisation works.</p>

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		<p>149) The Applicants confirmed that paragraph 6 of Requirement 14 sets out a definition for mobilisation activities, which specifies personal briefings, inspections to toolboxes, inductions, health and safety works, deliveries (excluding heavy goods), vehicle movements to place of work, general preparation and site maintenance works, but does not include operation of heavy machinery or operation of generators or floodlights.</p> <p>150) The Applicants also clarified that there is more nuance around mobilisation hours. In terms of potential noise impacts, the British Standard 5228 specifies tighter restrictions for noise limits within the shoulder hours. Where there are works taking place in proximity to noise sensitive receptors, it would not be possible to meet those restrictions in relation to mobilisation, for example, even movements on gravel could exceed those limits.</p> <p>151) The Applicants further clarified that there is a commitment to no works at the landfall between November and March, meaning that mobilisation activities would not be applicable at those times i.e. there would be no early lights. This is contained within the Commitments Register (CoT 129) and secured via the Outline Ecological Management Plan.</p> <p>Requirement 15 – Fencing and other means of enclosure</p> <p>152) The ExA noted that this paragraph 2 should include not just fencing but other means of enclosure.</p> <p>153) The Applicants confirmed that they will make this update at Deadline 4 to ensure that the wording is consistent.</p> <p>Requirement 16 – Restoration of land use temporarily for construction</p> <p>154) The Applicants confirmed that the drafting was updated at Deadline 1 to insert ‘within 12 months’. The Applicants are also proposing further amendments to the wording of this Requirement at Deadline 4 in light of the Mona decision to link the Requirement to certain outline plans and concerns raised by Fylde Borough Council.</p> <p>155) In response to FWCPD and FPC’s proposal regarding extending the scope of the Requirement to include damage to roads, the Applicants clarified that there is a conflation of issues in relation to the restoration of highways. Damage to and reinstatement of highways is covered in the Outline Construction Traffic Management Plan. There are a separate set of measures that are currently in the process of being agreed with Lancashire County Council as the highway authority. The procedure will involve early identification and survey of the relevant road, monitoring of the road, any early remediation work and immediate repair of that road if the damage is attributed to the projects. The Applicants agreed during ISH2 that they would review the Construction Traffic Management Plan with regards to restoration of the highway and each project’s works being undertaken sequentially. [Post hearing notes: The Applicants have undertaken this review and refer to their response to hearing action point ISH2_45 (see S_D4_9). The Applicants have also reviewed the wording</p>

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		<p>of Requirement 16 (Restoration of land used temporarily for construction) and considered whether it needs updating to provide for flexibility in the instance of sequential construction. Updates have been made to at Deadline 4 to Requirement 16 in Schedules 2A and 2B of the draft DCO (C1/F06) in satisfaction of hearing action point ISH3_29.]</p> <p>Requirement 18 – Control of noise during operational stage</p> <p>156) The Applicants confirmed that they will be amending this Requirement to include noise limits and alter the drafting so that it provides for the noise limits on the face of the dDCO and the location.</p> <p>157) Fylde Borough Council made a general comment regarding a number of the Requirements containing implementation clauses but noted the absence of retention clauses.</p> <p>158) The Applicants noted this point. [Post hearing note: The Applicants have reviewed the implementation sub-paragraphs throughout Schedules 2A and 2B (Requirements – Project A/B) in light of Fylde Borough Council's comments about including 'retention'. The Applicants have included updated drafting in Requirements 17 and 20 in Schedules 2A and 2B of the draft DCO (C1/F06) in satisfaction of hearing action point ISH3_30 (see also response in S_D4_9).]</p> <p>Requirement 20 – Operational drainage management plan</p> <p>159) The ExA noted that the Requirement refers to two approving bodies – the Lead Local Flood Authority and the relevant Highway Authority.</p> <p>160) The Applicants clarified that this was a drafting error, and the Requirement should only refer to the Lead Local Flood Authority as the approving body.</p> <p>Requirement 22 – Onshore decommissioning</p> <p>The ExA asked the Applicants to explain how this Requirement relates to Schedule 12. [Post hearing note: The Applicants have reviewed the drafting in Requirement 22 and Schedule 12 and have made consequential amendments to Schedule 12, paragraph 3(1) to ensure the drafting in Requirement 22 and Schedule 12 work together.]</p> <p>Requirement 24 – Amendments to approved details</p> <p>161) The ExA queried whether any amendments are needed to ensure amendments are in accordance with the principles and assessments set out in the Environmental Statement.</p> <p>162) The Applicants agreed to review this point. [Post hearing note: The Applicants have considered the drafting of Requirement 24 (Amendments to approved details) and have updated the draft DCO (C1/F06) at Deadline 4 (S_D4_9), in satisfaction of hearing action point ISH3_31.]</p>

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6(b)	<p>Item 6 – Schedules 2A and 2B – Requirements (Projects A and B)</p> <p>b) Comments from parties on any other Requirement and/or the need for further Requirements</p>	<p>163) The ExA provided a list of representations from interested parties, which they noted had already been dealt with by the Applicants in responses but requested for an update to be provided at Deadline 4.</p> <p>i) Preston City Council - Construction Water Management Plan;</p> <p>ii) Lancashire County Council – review of air quality monitoring data, review of noise and vibration and a list of measures to be included in a Construction Environmental Management Plan;</p> <p>iii) Fylde Borough Council – additional requirements for hydrology at the sand dunes; and</p> <p>iv) Blackpool Council – template Construction Management Plan requirement.</p> <p>164) The Applicants confirmed that they had either already responded to each of these points in writing or would do so at Deadline 4 in terms of appropriateness. [Post hearing note: The Applicants have summarised their responses to the proposed new Requirements by various parties as noted by the ExA during ISH3 at Deadline 4 (see S_D4_9 in satisfaction of hearing action point ISH3_35.)]</p>
7	<p>Item 7 – Schedules 3A, 3B – Streets subject to street works and 4A, 4B – Streets to be temporarily closed or restricted</p> <p>Consideration of any relevant matters on these Schedules</p>	[No questions raised during the hearing.]
8	<p>Item 8 – Schedules 7A, 7B, 8A and 8B – Temporary possession and new rights</p> <p>Consideration of any relevant matters on these Schedules</p>	[No questions raised during the hearing.]
9(a)	<p>Item 9 – Schedule 10 – Protective provisions</p> <p>a) Applicants to provide update on status and negotiation of Protective Provisions</p>	<p>165) The ExA noted that substantial progress had been made with regard to the Protective Provisions.</p> <p>166) The Applicants highlighted the progress made during negotiations and confirmed that there are a number of Protective Provisions that are either completely agreed or almost completely agreed at this stage. There are no Protective Provisions that the Applicants consider cannot be agreed by the end of the examination and strong progress is being made on all of them.</p>

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9(b)	Item 9 – Schedule 10 – Protective provisions b) Comments on Protective provisions from any relevant Undertaker	[No additional comments were made by statutory undertakers.]
10(a)	Item 10 – Schedule 12 – Approval of matters specified in Requirements a) Updates to Schedule 12 made at Deadline 3	167) The ExA asked the Applicants to provide an update on the changes to Schedule 12. 168) The Applicants confirmed that they updated the drafting of Schedule 12 at Deadline 3 to use the 'business days' definition as there had previously been a mixture of terms used. There was also an update to paragraph 5(1) to provide consultees with 15 business days, which is equivalent to the 21 days or three weeks that has been requested by Natural England (NE), the EA and Fylde Borough Council. In addition, further clarity was provided to Q1.2.4.2 in relation to fees and what fees would apply. Earlier in the hearing, the Applicants also confirmed that they would be changing the period in paragraph 1 from 8 weeks to 10 weeks, as requested by Fylde Borough Council. The Applicants will update paragraph 4(3) to 15 business days in response to Fylde Borough Council's request at Deadline 3 for a longer period to be specified here.
10(b)	Item 10 – Schedule 12 – Approval of matters specified in Requirements b) ExA questions on matters included in Schedule 12	169) The ExA asked for clarification on the fee payable by the Applicants to the relevant local authority for each discharge. 170) The Applicants confirmed that the fee is £298 for each request. 171) Fylde Borough Council asked the Applicants to consider whether a fee of just over £2,500 would be more appropriate as has been in the case in a number of recent DCOs. Fylde Borough Council considered the current figure to be low in consideration of local authority resourcing. 172) The Applicants confirmed that it is their intention for a planning performance agreement to be put in place with Fylde Borough Council in order to fund officer time. Cognisance should be had to the application fee against the costs of the Council in terms of staffing and management. The Applicants are eager to engage with Fylde Borough Council and resolve the funding position and consider whether further updates are required to Schedule 12 in relation to fees. 173) The ExA highlighted that paragraph 7(12) makes erroneous reference to the Welsh Government's Development Management Manual. The Applicants agreed to update this.
11(a)	Item 11 – Schedules 14, 15, 16 and 17 – Marine Licences 1, 2, 3 and 4 a) Applicants to provide brief summary of substantive	174) The ExA noted that the Applicants appear to be making substantial progress in terms of resolving many of the points raised by both NE and the MMO but noted that there are still some outstanding points remaining. 175) The Applicants confirmed that they had gone through the outstanding points with NE and the MMO the previous day during ISH2. The outstanding matters for the MMO relate to the transfer of benefit provisions, force majeure and the removal of all UXO clearance. The Applicants have already set out their position on

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	changes to draft Marine Licences at Deadline 3 and provide summary of negotiations on outstanding matters	those points and do not expect either party's position to change. Therefore, these points are likely to be subject to determination by the SoS. Similarly, the Applicants will be maintaining their position in relation to the same UXO clearance point raised by NE, noting that updates have been made to remove high order clearance and retain low order clearance. In response to NE's point regarding the decommissioning of cable protection, an update will be made at Deadline 4 to confirm on the face of the marine licence that there will be no rock dump. Otherwise, there are still ongoing discussions, but these are all being captured in the Risk and Issues Log process.
11(b)	Item 11 – Schedules 14, 15, 16 and 17 – Marine Licences 1, 2, 3 and 4 b) Any ExA questions on the provisions of the draft Marine Licences	176) The ExA raised a drafting point in relation to the removal of 'substantially' from Condition 11. The Applicants confirmed that they would remove the term 'substantially' from the dMLs in line with the same changes made to the Requirements to date. [Post hearing note: The Applicants have updated Condition 11 in the dMLs to remove reference to 'substantially' and carried out a review of Schedules 14-17 of the draft DCO for use of this term at Deadline 4 (see C1/F06), in satisfaction of hearing action point ISH3_37.]
12	Item 12 – Consents, Licences and other agreement The applicants will be asked to provide an update on the progress and timescales for completion of other consent, licences and other agreements.	177) The ExA asked the Applicants to provide an update on the progress and timescales for completion of other consents, licences and agreements. 178) The Applicants confirmed that the majority of consents and other licences required are not relevant currently, but there will be an update provided at Deadline 5 relating to flood risk activity permits and discussions with the Local Flood Authority on watercourses. The Applicants also confirmed that they will amend the document to correct a minor typo at Deadline 5.
13	Item 13 – Without prejudice benthic compensation DCO schedule Applicants to provide brief summary of this draft schedule, following by any ExA questions.	179) The ExA asked the Applicants to provide an outline on how the without prejudice DCO drafting works and the template followed. 180) The Applicants confirmed that the drafting of this Schedule is based on a variation of schedules for compensation measures that have been secured for other offshore wind farm projects, including Schedule 14 of the Hornsea Three Offshore Wind Farm Order 2020 and Schedule 17 of the Sheringham and Dudgeon Extension Projects Order 2024. The main difference between the Applicants without prejudice drafting and that contained in those other DCOs is that the Marine Recovery Fund is now at a more advanced stage and is NE's preference for delivery. The Applicants are aligned with that approach. The Marine Recovery Fund is the preferred option, but it is not yet clear how this will operate in practice. This will be made apparent in other secondary legislation and guidance, but as it stands the Schedule does therefore also provide for project specific measures as a secondary option as discussed during ISH2 yesterday.