MORGAN AND MORECAMBE OFFSHORE WIND FARMS: TRANSMISSION ASSETS

Applicants' response to The Examining Authority's commentary and questions on the draft development consent order

Deadline: Deadline 5
Application Reference: EN020028

Document Numbers:
MRCNS-J3303-RHD-19208
MOR001-FLO-CON-ENV-NOT-0068

Document Reference: S_D5_7

September 2025
F01

Document status					
Version	**Purpose of document**	**Approved by**	**Date**	**Approved by**	**Date**
F01	Submission at Deadline 5	GL	September 2025	IM	September 2025

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1.1 Introduction

1.1.1.1 Morgan Offshore Wind Limited ('Morgan OWL') and Morecambe Offshore Windfarm Limited ('Morecambe OWL'), (together, 'the Applicants') have taken the opportunity to review each of the Examining Authority's Written Questions 2 (ExQ2).

1.1.1.2 Details of the Applicants' response to each of the Examining Authority's Written Questions on the dDCO are set out in this document.

2 Response to Examining Authority's written questions and requests for information (ExQ2)

2.1 The draft Development Consent Order

Table 2.1: The draft Development Consent Order

Reference	Question To	ExQ2	Applicants' response
1 Articles			
Q1:1.1	The applicants	**Article 3 – Development consent etc. granted by the Order** Are any drafting changes required to this article to reflect the recently made Morgan Offshore Wind Project Generation Assets Order 2025?	The Applicants have retained the wording in 3(2) of the draft DCO noting that The Morgan Offshore Wind Project Generation Assets Order 2025 remains subject to the judicial review period at this time. The Applicants will review the position at Deadline 6 once the judicial review period has passed. The Applicants note that they have updated the definitions of Morgan generation assets and Morgan offshore substation platforms in Article 2 and Schedule 14 (Marine Licence 1: Morgan Offshore Wind Project Transmission Assets) of the Order to reflect the fact that the Morgan Generation Assets Order has been made.
Q1:1.2	The applicants (a and c) and MMO (b)	**Article 6 – Benefit of the Order** a) Noting the Morgan Generation Assets Order, are any amendments required to Article 6 to provide consistency with the Morgan DCO (for example the need to "consult" rather than "notify" (6) and the inclusion of a 28 days' notice period (12)? Provide justification for each inconsistency (other than the obvious differences to reflect the two projects in this application). b) Further to the recently made Morgan DCO, does the MMO have any further comments on the issues it has previously raised regarding Article 6? c) The undertaker is defined in article 2 by reference to Morgan and Morecambe and so the transferee or	(a) The Applicants have amended Article 6(6) to align to the wording in The Morgan Offshore Wind Project Generation Assets Order 2025 ("the Morgan Generation Assets Order") and The Mona Offshore Wind Farm Order 2025. Article 6(6) of the draft DCO (C1/F07) now reads: *The Secretary of State must consult ~~notify~~ the MMO ~~and must have regard to any response received from the MMO within 28 days of notification~~ before giving consent to the transfer or grant to another person of the benefit of the provisions of the relevant deemed marine licence.* The Applicants acknowledge that the Morgan Generation Assets Examining Authority added a 28 days' notice period in Article 6(12). However, the Applicants note that this was only added because the time

Reference	Question To	ExQ2	Applicants' response
		lessee will already come within the definition of an undertaker because the reference to Morgan/ Morecambe will include them. Specifying in paragraphs (9) and (10) of article 6 that reference to the undertaker will include the transferee or lessee is confusing because "undertaker" can be Morgan and Morecambe and not just the relevant body transferring the benefit. Therefore, should the reference to the "the undertaker" in paragraphs (9) and (10) be removed?	period was inadvertently missing from Article 7 of the final draft of the Morgan Generation Assets Order. The Applicants maintain that the 14 days' notice period is a reasonable and well precedented period to include in this Article and is the same timeframe included in all other recently made offshore wind DCOs. The Applicants also understand that the Applicant for the Morgan Generation Assets Order is making an application to make a Correction Order and is seeking to amend this time period to 14 days. Moreover, the Applicant for the Morecambe Generation Assets DCO is seeking 14 days. (c) The Applicants do not consider that "the undertaker" should be removed from either Article 6(9) or 6(10). The term 'undertaker' when used throughout the draft DCO means Morgan Offshore Wind Limited for the purposes of constructing, maintaining, operating and decommissioning Project A and Morecambe OWL for the purpose of constructing, maintaining, operating and decommissioning Project B. The definition of 'undertaker' in Article 2 does not include any successor transferee or lessee under Article 6. Paragraph (9) of Article 6 is simply stating that, after there has been a transfer of benefit by Morgan, the legal effect is that the references throughout the rest of the DCO to either undertaker (where it applies in the context of Project A works) or Morgan must be read instead as references to the transferee or lessee to whom Morgan has transferred the benefit. Likewise, paragraph (10) of Article 6 is simply stating that after there has been a transfer of benefit by Morecambe, the legal effect is that the references throughout the rest of the DCO to either undertaker (where it applies in the context of Project B works) or Morecambe must be read instead as references to the transferee or lessee to whom Morecambe has transferred the benefit. The reference to 'undertaker' cannot be removed from these paragraphs as it is used in various Articles within the draft DCO and, after a transfer of benefit has taken place, those references to 'undertaker' would need

Reference	Question To	ExQ2	Applicants' response
			to be read in the context of that transfer. This is standard and well precedented drafting.
Q1:1.3	The applicants, EA, LCC	**Article 7 – Application and modification of legislative provisions** Can the parties provide an update on the progress of negotiations on the matters within Article 7? Where any agreement has not been reached, please provide an agreed timetable for resolution prior to the end of the examination.	Negotiations relating to consent for the disapplications in Article 7 are linked to agreement of protective provisions for both the Lead Local Flood Authority (LLFA) and the Environment Agency (EA). The Applicants have provided updates on the current positions with the LLFA and the EA within the Statutory Undertakers Negotiation Tracker (S_D3_10/F03).
Q1:1.4	The applicants	**Article 8 – Defence to proceedings in respect of statutory nuisance** Article 8(a) includes reference to "construction, maintenance and decommissioning" whilst 8(b) refers to only "construction or maintenance". Is this intentional or should "decommissioning" be deleted or added to one or the other? Please also review the relevant wording in the Explanatory Memorandum (EM) [REP4-009] which is not entirely consistent with the drafting of this article.	The Applicants have removed reference to 'decommissioning' from Article 8(1)(a) noting that this means the draft DCO now aligns to the explanation provided in the Explanatory Memorandum (REP4-009).
Q1:1.5	The applicants and LCC	**Article 10 – Power to alter layout etc. of streets** At issue specific hearing 3 (ISH3) the applicants explained [REP4-106] they are in ongoing discussion with LCC regarding how a section 278 agreement could also apply to these works. a) Provide an update on these discussions and relevant to this article. b) Given the apparent uncertainty regarding the need for the power to apply generally to land outside of the order limits, and bearing in mind that the article could also possibly apply to streets beyond the remit of LCC as the highway authority, why can any necessary approvals for such works outside of	a) The Applicants would clarify that no detailed discussions are ongoing with LCC in relation to the application of a Section 278 Agreement (S278). To clarify, the ongoing discussions referred to relate to the scope/requirement for offsite highway works, not a S278 Agreement. During ISH3 (REP4-106) in response to the ExA's question regarding how a S278 could also apply (when referring to highway works outside of the order limits), 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 S278 although this is a method which can be explored post-consent. Furthermore, during ISH2 (REP4-104) the ExA also raised a question regarding the legal powers under which works to facilitate abnormal and

Reference	Question To	ExQ2	Applicants' response
		the order limits not be subject to the usual controls and approvals that are routinely sought from the relevant highway authority?	indivisible load movements would be carried out. The Applicants confirmed that all interventions would be within the public highway and would be secured via agreement under a S278 or similar mechanisms. In response to this question, LCC confirmed that a S278 is routinely used in Lancashire for significant projects, including highway maintenance, and would expect a bespoke S278 agreement to be drafted for this project to incorporate all necessary requirements. To clarify in both instances, the Applicants were setting out that post consent the likely form of agreement with the highway authority would be via a S278 or similar agreement utilising appropriate the DCO powers. There are multiple reasons that detailed S278 discussions would not take place at this stage, including: • The detailed design of highway interventions, required to finalise a S278 or similar agreement (e.g. accesses, offsite highway works) would not progress until post determination. • Post determination, detailed design and negotiation of a S278 would need to be informed by the current highway environment (e.g. a road may have been repaired/or deteriorated requiring more or less intervention). • Post determination, the detailed design will be informed by contractor and supplier input, thus allowing the designs to be refined within the bounds of the maximum design scenario. For example, for abnormal loads, final supplier and haulier specifications will allow for refinement of the vehicle dimensions and this the level of intervention required. • In the experience of the Applicants' consultants and legal advisors, the typical length of time to agree a S278 can range between 6 to 12 months or more affording the time to reach an agreement prior to commence of activities on site.

Reference	Question To	ExQ2	Applicants' response
			• The post determination staging, programming and procurement of the Transmission Assets' construction phase are a material consideration in the drafting of a highway agreement informing timing, obligations and liabilities. b) The Applicants do not consider there is uncertainty as to whether the powers should apply to land outside the Order limits. The Applicants have acknowledged that accommodation/improvement works outside the Order limits are required to minimise disruption to streets as previously set out in the Applicants response to Q2.1.9 of the Examining Authorities First Written Questions (REP3-056). The identified construction traffic routes where those potential accommodation/improvement works have been identified all fall within LCC's remit. The Applicants highlight that the use of the Article 10 powers must never be exercised without the consent of LCC (see Article 10(3)) (unlike other DCOs, including the recent Rampion 2 DCO where this power includes a deemed approval mechanism). As previously explained in response to Q2.1.9, consent under Article 10(3) is closely linked to the Construction Traffic Management Plan approval process under Requirement 9 of Schedules 2A and 2B of the draft DCO (REP4-007). In addition, as noted above, post consent it may be that a S278 Agreement is entered into which includes the accommodation/improvement works and, in that case, that could be the mechanism by which consent is provided under Article 10. For clarity, the Applicants have updated Article 15 (Agreement with street authorities) of the draft DCO at Deadline 5 (C1/F07) to amend Article 15(1)(b) to cross refer to Article 10 as follows: ***15.***—*(1) A street authority and the undertaker may enter into agreements with respect to—* *(a) any temporary closure, alteration or diversion of a street authorised by this Order; or* *(b) the carrying out in the street of any of the works referred to in article 9 (street works) or article 10 (Power to alter layout etc. of streets).*

Reference	Question To	ExQ2	Applicants' response
Q1:1.6	The applicants	**Article 12 – Temporary closure of public rights of way** a) Whilst it is noted that no substitute rights of way are proposed (as in the recent Rampion II DCO), this article still includes diversions. Provide further clarification for why similar wording to that used in Article 13(2) and (3) of the Mona DCO is not required here. b) Include examples of how this article might work in practice in relation to the closure, alteration and diversion of public rights of way. c) The correct titles of Schedules 5A and 5B need to be added to Article 12(1) and (2) respectively. d) The title of this Article also needs to more accurately reflect the content given that it does not just refer to "closures of public rights of way".	a) The Applicants have updated the draft DCO (C1/F07) at deadline 5 to include drafting aligned to Articles 13(2) and 13(3) of the Mona DCO. b) The Outline Public Rights of Way Management Plan (REP4-036) includes Table 1.2 that identifies the proposed management measures to be adopted where PRoWs are located within the Transmission Assets Order Limits. This is accompanied by Figures 1.1 – 1.10 in the Outline Public Rights of Way Management Plan (REP4-036) which shows the location of the PRoW and where management measures are proposed to maintain access to the wider PRoW network, including which routes will remain open and which routes will require temporary stopping up and diversion during construction. Prior to the commencement of a relevant stage of works detailed PRoW Management Plan(s) will be prepared as part of the detailed Code of Construction Practice in accordance with the principles laid out in the Outline Public Rights of Way Management Plan. The Applicants have made a commitment (CoT32 of Volume 1, Annex 5.3: Commitments Register of the ES (REP4-018)) to implement detailed PRoW management plan(s) in line with the Outline PRoW management plan (REP4-036). This would include measures to minimise the disturbance to PRoWs. This is secured by Requirement 8 within Schedules 2A & 2B of the draft Development Consent Order (REP4-007). Detailed CoCP(s) will be implemented by the Applicants as approved by relevant local authorities in consultation with stakeholders, as appropriate. c) The Applicants have updated the draft DCO (C1/F07) at deadline 5 to ensure the Schedule titles are correctly referenced within Article 12. d) The Applicants have updated the title of Article 12 of the draft DCO (C1/F07) at deadline 5.
Q1:1.7	The applicants	**Article 13 – Temporary restriction of use of streets** The titles of Schedules 4A and 4b used in Article 13(4) and (5) need to be consistent with the actual titles of these Schedules.	The Applicants have updated the draft DCO (C1/F07) at deadline 5 to ensure the Schedule titles are correctly referenced within Article 13.

Reference	Question To	ExQ2	Applicants' response
Q1:1.8	The applicants	**Article 17 – Authority to survey and investigate land** The EM [REP4-009] explains that in paragraph (3) additional wording has been added to clarify that the notice to be served to landowners must include certain details where certain specified activities will be undertaken to ensure that landowners are full informed of specific activities planned on their land. In this context, the actual drafting of paragraph (3) does not appear to full reflect this. The Examining Authority (ExA) suggests adding the following underlined or similar wording: "the notice must include details, timings and a location plan of what is proposed-"	The Applicants have updated the draft DCO (C1/F07) at deadline 5 to include the words 'timing and a location plan' in Article 17(3).
Q1:1.9	The applicants	**Article 22 – Compulsory acquisition of rights** a) The applicants response at ISH3 is noted [REP4-106] whereby Article 22 would provide an option to downgrade to using the alternative mechanism of acquiring rights and placing restrictions rather than permanent acquisition. Could additional and/ or revised drafting therefore be provided to specifically restrict those rights that may generally be acquired? b) Provide further detail, including with reference to practical examples where both projects have acquisition rights to specific land parcels, of how any conflict would be avoided and/ or resolved between the acquisition of rights by Morgan and Morecambe to ensure that both projects are capable of being efficiently implemented.	a) The Applicants do not consider that any additional or revised drafting is necessary. The Applicants consider that the drafting provided is reasonable and appropriate and aligns with other DCOs that include this power. Article 22(1) is clear that rights and/or restrictions can only be to the extent that would be required for any purpose that land may be acquired under article 20. From a practical perspective, the ability to downgrade to compulsory acquisition of rights would not apply to any land upon which the substation building is located. Where it may be relevant at either substation location would be where following detailed design of the substation building it is identified that some of the land in Work No. 21A or 21B is only required for cables rather than the substation building works themselves and therefore over that area cable rights and restrictions could be applied instead. The rights and restrictions to be applied would be the same therefore as those identified in rights package 1 (Cable rights and restrictive covenants) set out in the Book of Reference (REP1-014). The other areas of land identified for permanent acquisition are the permanent environmental mitigation areas (save for Fairhaven Salt Marsh which is subject to permanent acquisition of rights only as the mitigation measures are only required during construction and when maintenance works are carried out at St Annes beach (i.e. it is not required to be in place at all times during operation)).

Reference	Question To	ExQ2	Applicants' response
			The Applicants have identified and considered that the permanent mitigation areas should otherwise be subject to permanent acquisition given the mitigation measures will be permanently in place. However, if it were to become apparent post consent that permanent environmental mitigation in those areas could be delivered using acquisition of rights only then the rights sought would be similar to rights package 7 (Environmental mitigation works area rights) or rights package 8 (Environmental mitigation works area access rights). b) The Applicants note that they have overlapping powers to acquire rights at landfall, Blackpool Airport and the Blackpool Road recreation ground. Whilst the areas over which both projects can acquire rights is the same, Article 22 and Schedules 8A and 8B only authorises each undertaker to acquire the rights that are necessary for the purposes of construction, installation, operation, maintenance and decommissioning of their project. As a general compulsory acquisition principle therefore neither project can take more land in those areas than it needs. In addition, the Applicants would highlight that they have taken a coordinated approach to agreeing Head of Terms for tripartite voluntary agreements with an agreed 'centreline' within the option plans to clearly identify the land being sought voluntarily by each project, and that negotiation of voluntary agreements will continue post consent and would only be halted in the event agreement cannot be reached and the projects then have to consider exercising compulsory acquisition rights to meet programme requirements. The projects will, by the very nature of working together on voluntary land agreements, keep each other informed and updated in relation to their plans when it comes to acquisition of land or rights or the exercise of temporary possession powers. The Applicants are subject to further controls through the DCO. Specifically, Requirement 25 in Schedules 2A and 2B, Condition 21 of Schedules 14 and 15 and Condition 20 of Schedules 16 and 17 of the draft DCO (REP4-007) which require sharing of all schemes, doucments, plans or other information to be submitted for approval by the relevant local planning authority, local highway authority or the MMO. The Applicants have also updated at Deadline 5 the following management

Reference	Question To	ExQ2	Applicants' response
			plans to provide further clarity around how post consent collaboration and coordination will work in practice through the adoption of a Construction CoordinationWorking Group (CCWG): • Outline Code of Construction Practice (/F04) • Outline Construction Traffic Management Plan (J5/F04) • Outline Ecological Management Plan (J6/F05) • Outline Landscape Management Plan (J2/F04) • Outline Written Scheme of Investigation (J9/F04). Further details of the CCWG can be found in response to EXQ2.1.1.1 (S_D5_5) and within the management plans set out above. Overall, when taken together, all these controls ensure that each project remains fully updated and aware of what the other project is doing, and will be required to facilitate opportunities, wherever possible, for post consent collaboration and ensure that both projects can be implemented efficiently and effectively.
Q1:1.10	The applicants	**Article 29 – Temporary use of land for carrying out the authorised project** At ISH3 the applicants explained that 28 days' notice period for temporary possession is the minimum notice period and, where possible, longer periods will be given. It is not clear why such short notice is justified for the particular circumstances of the proposed development. Given the advance planning that would be expected for construction works and noting the potential disruption to landowners (including farmers) activities arising from the two projects being implemented at separate times, the ExA suggests that a longer notice period of three months is provided in this case.	The Applicants consider the minimum 28 day notice period is reasonable and appropriate. This article is based on recent precedents, as set out in the Explanatory Memorandum (REP4-009) which all include 28 days notice period. In addition, the same minimum 28 day notice period for the exercise of temporary possession powers was included in the Byers Gill Solar Order granted on 23 July 2025. The standard minimum notice periods for the exercise of temporary possession powers under DCOs used to be 14 days and indeed, the recent Oaklands Farm Solar Park Order granted in June 2025 included a 14 days notice period. However, the majority of DCOs granted over the past few years now apply the 28 days notice period. The Applicants consider this to provide the appropriate balance between landowners receiving sufficient notice and the need to deliver two offshore wind farms (which are nationally significant infrastructure projects) in a timely manner. The reality is that there will, in effect, be greater than 28 days warning before temporary possession

Reference	Question To	ExQ2	Applicants' response
			powers are exercised due to ongoing landowner engagement post consent and throughout the construction period.
Q1:1.11	The applicants	**Article 30 – Temporary use of land for maintaining the authorised project** Notwithstanding discussion at ISH3, it is noted that the interpretation of "maintenance period" in Article 30(12) remains unchanged in the latest draft DCO [REP4-008]. The ExA suggests that similar drafting is added to that contained in article 29(11) of the Mona Offshore Wind Farm Order 2025 which defines the "maintenance period" as being five years beginning with the date on which the authorised development is brought into operation. In this case, it would need to be adjusted to reflect that there are two projects and to also reflect an appropriate maintenance period for landscaping. This follows the confirmation from the Secretary of State in the Mona decision that temporary use powers should not be used to secure an easement for the lifetime of the project.	The Applicants have updated Article 30(12) of the draft DCO (C1/F07) at deadline 5 to provide for a 5 year maintenance period from the date the authorised project is brought into commercial operation. The Applicants do not consider that Article 30(12) needs further adjustment to reflect that there are two projects. The updated drafting uses the term 'authorised development' which is separated out into Project A and Project B. Therefore, as a matter of interpretation the 5 year period for Project A runs from the date Project A is brought into commercial operation and the 5 year period for Project B runs from the date Project B is brought into commercial operation. The Applicants also note that as a matter of interpretation 'authorised project' is defined by reference to 'authorised development'.
Q1:1.12	The applicants and SABIC UK	**Article 33 – Funding** SABIC UK reiterated its concerns on this article at deadline 4 [REP4-172] and noted that following a meeting with the applicants it believes there is a way forward to address this issue, but that there has not been time to work out the detail of this. Could both parties provide an update on the progress being made with this matter including any updated drafting of Protective Provisions. If agreement is not reached, the ExA requests that any necessary alterative drafting is provided to the	Sabic's concerns raised at deadline 4 (REP4-172) are being addressed in the latest draft of the protective provisions. The Applicants provided updated drafting to Sabic of the protective provisions on 5 August 2025 which included amends to paragraph 21 imposing restrictions on the exercise of compulsory acquisition powers to ensure Sabic has whole control over issuing their consent for the exercise of any such powers under this paragraph and that consent cannot be granted by way of a decision through arbitration. The Applicants have also included drafting in the protective provisions to provide a wide ranging indemnity to Sabic to alleviate their concerns of incurring loss as a result of the project. Sabic has since provided some minor updated drafting to paragraph 21 on 17 September 2025 which the Applicants are currently considering. No amends are therefore required to article 33 (funding) of the Order as

Reference	Question To	ExQ2	Applicants' response
		relevant Protective Provisions (as required) along with a clear justification.	Sabic's concerns are being addressed through updated drafting in the protective provisions.
Q1:1.13	The applicants	**Article 35 – Felling or lopping of trees and removal of hedgerows** a) Further to discussion at ISH3 [REP4-106] and noting the proposed submission of an Arboricultural Method Statement at deadline 5, could the applicants provide details (and signpost to the relevant documents) of the approval mechanism(s) that would be applicable to the removal etc of trees and hedgerows and how these would be considered as part of the overall landscaping proposals? b) Article 35(4) refers to hedgerows with a definition of "hedgerow" provided in 35(5). However, schedules 11A and 11B (Removal of hedgerows) include both the removal "hedgerows" (Part A) and "important hedgerows" (Part B). The ExA therefore suggests that Article 35(4) refers to both "hedgerows" and "important hedgerows" with the definition in 35(5) expanded. This would be consistent with the approach taken in the recent Rampion 2 and Mona development consent orders (DCOs).	a) Section 1.6.3 of the Outline Ecological Management Plan has been updated at Deadline 5 (J6/F05) to provide further clarity of the measures that would be in place to ensure the removal of ,and works to, hedgerows are minimised. The measures include but are not limited to: • All hedgerows and trees retained within, or on the boundary of, construction work areas will be appropriately protected from damage during construction works. A theoretical root protection area (RPA) is to be calculated, to ensure hedgerows and associated trees are not harmed by development activities • Ensuring that all hedgerow removal works will comply with 'BS 5937:2012 Trees in relation to design, demolition and construction – Recommendations' • Where hedgerow removal is proposed, works will be undertaken under ecological supervision In addition, the Applicants have submitted an Outline Arboricultural Method Statement (S_D5_10) as part of Deadline 5, the detail of which will be developed in detailed arboricultural method statement(s) post consent to identify trees requiring removal and those avoided as part of detailed design. This outline plan contains controls, which are secured under Requirement 8(2)(r) of Schedules 2A and 2B of the draft Development Consent Order (C1/F07). b) The Applicants have updated Article 35 in the draft DCO submitted at Deadline 5 (C1/F07) to separately refer to hedgerows and important hedgerows. The Applicants' amendments include updates more generally to align the drafting to the equivalent Mona drafting and also include the insertion of a new paragraph (4) to split the powers more clearly between the two projects in light of those amendments. The Applicants note that these updates have also been made in response to comments from Fylde Borough Council as set out in the Applicant's Response to

Reference	Question To	ExQ2	Applicants' response
			Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2).
Q1:1.14	The applicants	**Article 36 – Trees subject to tree preservation orders** As above, could the applicants provide details (and signpost to the relevant documents) of the approval mechanism(s) that would be applicable to the removal etc of trees subject to tree preservation orders and how these would be considered as part of the overall landscaping proposals?	The Applicants have submitted an Outline Arboricultural Method Statement (AMS) (S_D5_10) as part of Deadline 5, the detail of which will be developed in detailed arboricultural method statement(s) post consent. The Outline AMS states that the measures set out for the protection and management of trees would also be applicable for those with tree preservation orders (TPOs). This outline plan contains controls, which are secured under Requirement 8(2)(r) of Schedules 2A and 2B of the draft Development Consent Order (C1/F07).
Q1:1.15	The applicants	**Article 47 – Inconsistent planning permissions** Whilst noting there is some precedent for this article, it is not widely precented in other made orders and has been removed by the Secretary of State in several recently made energy related DCOs (Rampion II, Oaklands Farm, Mona and Byers Gill) due to it being unnecessary and creating potential ambiguity. a) Article 47(1) includes (b) which refers to development required to complete or enable the use or operation of any part of the development authorised by this Order. What is the specific reason for its inclusion in this order and what specific form of development might 47(1)(b) be referring to? b) Generally, it is possible that planning permissions may be subsequently granted for development within the order limits of any national infrastructure project. How does this article overcome the concerns of the Secretary of State (SoS) in recently made orders? Provide detailed justification for its necessity in this case and provide practical examples of how it might	a) The drafting in Article 47(1) is referring to the situation where the redline of a planning permission overlaps with the Order limits in some way. It is included to ensure that implementation of the planning permission does not inadvertently cause a breach of the Transmission Assets DCO. Sub-paragraph (b) confirms that Article 47(1) does not cover any subsequent, post consent planning permissions that may be sought in relation to the Transmission Assets themselves. For example, it is sometimes the case that a project for which a DCO has been granted seeks planning permission post consent for a new or alternative access that is only identified post consent. b) The Applicants consider that they have already provided detailed justification and explanation in the Explanatory Memorandum (REP4-009). The Applicants note that concerns have been raised during examination in relation to other developments, particularly solar and battery storage developments along the route and this Article has been updated and reworded in response to representations previously made. As noted at Issue Specific Hearing 4 in REP4-106, South Ribble Borough Council welcomed those amendments in REP3-109. From a practical perspective, conflicts may arise where for example hedgerow reinstatement has been undertaken for either

Reference	Question To	ExQ2	Applicants' response
		be necessary (going beyond the detail already provided in the EM [REP4-009]). c) For any existing planning permission or planning application within the order limits of the proposed development (for example the proposed solar farms), what, if any, implications might such other developments have on the proposed development sought through the DCO, including any proposed mitigation? Are there are specific areas where conflicts are possible and how would this be resolved?	Project A or Project B and subsequently a separate development comes forward requiring removal of the reinstated hedgerow which Morgan or Morecambe have committed to retain and maintain. This theoretically could give rise to a breach of the DCO. The situation could also arise in reverse. The Article operates to ensure unnecessary enforcement action is not taken in these types of situations. c) The Applicants have already designed the scheme to take account of planning permissions granted prior to submission of the application. This Article is designed to provide comfort to developers of schemes that do not yet have planning permission in place. The Applicants do not consider that there is generally sufficient detail on other projects that do not yet have planning permission to identify where specific conflicts may arise. The drafting in Article 47 is however designed to mitigate against this potential risk. Generally, the Applicants will always seek to resolve any potential conflicts through discussion and agreement, for example, in a similar way to the ongoing discussions between the Applicants and National Grid Electricity Transmission PLC in relation to the works NGET will be undertaking at Penwortham. As noted at Issue Specific Hearing 3, the Applicants are aware of the recent decisions on energy related DCOs. Whilst the Applicants consider that they have set out their position on why it ought to be included in a made Order in detail in the Explanatory Memorandum (REP4-106), the Applicants accept that the Secretary of State may disagree.
2 Schedule 1: Authorised project			
Q1:2.1	The applicants	**Part 1 – Authorised Development** Several of the listed works include reference to "open cut trenching". Should this term be included in Article 2 (Interpretation) for clarity and given that other terms such has "horizontal directional drilling"	The Applicants do not consider a definition of open cut trenching is necessary and considers it is sufficient for it to have its ordinary meaning as had been the case with previous DCOs for linear projects. The Applicants note however section 1.14.2 of the Outline Onshore Construction Method Statement (REP4-114) secured through

Reference	Question To	ExQ2	Applicants' response
		and "trenchless installation technique works" are defined in Article 2?	Requirement 8 of Schedules 2A and 2B of the draft DCO (C1/F07) includes a clear description of open cut trenching to aid understanding.
3 Schedule 2A and 2B: Requirements			
Q1:3.1	The applicants, local authorities and any IPs	**Requirement 1 – Time limits** a) The Examining Authority (ExA) notes the decision of the SoS to allow a 7-year commencement period in the Morgan Offshore Wind Project Generation Assets Order 2025 ("Morgan"). However, that project is entirely offshore and does not lead to and has not considered the potential onshore effects on local communities that could arise from the proposed development in this case (the transmission assets). Therefore, notwithstanding the Morgan decision, would a reduced commencement period of 5 years be justifiable for the transmission assets development taking into consideration the implications this may have including for landowners and local communities? b) In the event that the SoS considers that the maximum time period between projects should be reduced by two years or more, what drafting implications would this have for the Development Consent Order (DCO) and any other certified documents? c) The SoS, in granting the Morgan DCO removed the provision for an additional year to deal with any judicial review as he considered that any delay caused by a judicial review will not have a significant impact set against the 7-year overall period. Notwithstanding the matters raised above, the ExA suggests that Requirement 1(2) is similarly deleted.	a) The Applicants do not consider that a reduced 5 year period is justified in the context of the SoS decision to allow a 7-year commencement period in the Morgan Offshore Wind Project Generation Assets Order 2025 (the Morgan Generation Order). The Applicants have previously set out that the transmission assets for each of Morgan and Morecambe are inherently dependent on and will be delivered in parallel with each project's respective generation assets, so whilst the generation assets and transmission assets are being brought forward for consent under separate DCOs, the commencement periods must be aligned as the project will be brought forward into construction and operation as one offshore wind project. The consequence of granting the Transmission Assets DCO with only a 5 year commencement period, would have the practical effect of eroding approximately 16 months from the Morgan Generation asset implementation period as the programme for the Morgan Generation element of the Morgan project would have to be aligned to the transmission element. This is because: • The decision on the Transmission Assets Order is expected on 29 April 2026. • Assuming the Order is made and comes into force shortly after the decision date in early May 2026, a 5 year period would require implementation by early May 2031. • Whereas the implementation period under the Morgan Generation Order ends on 22 September 2032. Given the Secretary of State specifically references the connection to the Transmission Assets DCO in their decision (see paragraph 8.1) as a reason for granting 7 years, this would clearly run contrary to the intention of allowing the 7 year commencement period for the Morgan Generation Order. It is assumed that the Secretary of State will follow a similar logic if it grants the Morecambe Generation Assets DCO which is due for decision

Reference	Question To	ExQ2	Applicants' response
			on 23 October 2025. Following the same logic as above with regards to the Morgan commencement periods, a reduction in the Transmission Assets Order implementation period to 5 years would have the effect of reducing the implementation period for the Morecambe Generation Assets by approximately 18 months. From a practical perspective alignment is critical for the following reasons: - Construction sequencing, procurement, and supply chain contracts for each project's respective generation stations and transmission infrastructure are integrated, with the transmission infrastructure aspects of each project forming the critical path to energisation. - The financing and Financial Investment Decision (FID) for the transmission infrastructure will be undertaken at the same time as the generation components of each project. Should there be any delays in FID, for example due to market conditions, timing of CfD outcomes or supply chain constraints associated with the generation stations, it will also impact upon the transmission infrastructure. Therefore alignment in commencement dates is needed to deal with any external delays associated with either wind farm project. - As noted above, if the Transmission Assets DCO consent was granted for less than 7 years, this would compress the implementation window relative to the respective generation assets for each project. In practice, this could risk forcing each project's programme to proceed on an accelerated and potentially suboptimal basis, undermining the coordinated delivery model that underpins the Transmission Assets works. - A 7 year window would allow for better strategic alignment of contracting reflecting the complex and fluctuating market conditions with the aim of reducing risks, maximising collaboration and increasing value for money. Overall, the Applicants maintain that it is essential that the same 7 year commencement period is applied to the Transmission Assets. This would ensure consistency across the consents and provide the necessary

Reference	Question To	ExQ2	Applicants' response
			flexibility to manage programme and supply chain risks across the coordinated projects. b) As noted at (a), the Applicants do not consider there is justification for a 5 year period instead of a 7 year period. In the event the Secretary of State were to disagree and without prejudice to their position that 7 years should be maintained, the Applicants consider that the only drafting changes that would be required would be to amend Requirement 1 and Article 21 of the draft DCO. c) The Applicants note the Secretary of State removed the additional year to deal with any judicial review. The Applicants wish however to retain this wording in their draft DCO and leave it as a matter for the Secretary of State to consider together with the timeframe for the overall implementation period. In particular, the Applicants maintain that the additional 1 year period must be retained in the event the Secretary of State were to decide to reduce the implementation period from the 7 year period sought by the Applicants.
Q1:3.2	The applicants	**Requirement 3 – Stages of Project A/Project B** The ExA suggests changing 'may' to 'must' in 3(1) and 3(2) for to provide for more precision, certainty and consistency with other requirements. As a general note, can the applicants also review the other requirements and make changes as appropriate to reflect the above. In some cases, the term "shall" could be more appropriate than "may"?	The Applicants have updated the drafting in paragraphs 3(1) and 3(2) to use 'must not commence' in Schedules 2A and 2B of the draft DCO (C1/F07). The Applicants have reviewed the requirements in Schedules 2A and 2B and note that 'may' is often used in combination with the phrase 'No stage of the Project A/B onshore works…may commence until…' This phrase is a standard phrase used in requirements that are linked to stages of developments and follows precedent in Energy related DCOs including most recently in the DCOs for Mona, Rampion 2 and the Sheringham Shoal and Dudgeon Extensions. The Applicants consider the use of this drafting to be tried and tested and sufficiently clear and certain. The Applicants have, however, amended 'may' to 'must' in paragraph (1) of Requirement 14 (Construction hours) in Schedules 2A and 2B of the draft DCO (C1/F07).

Reference	Question To	ExQ2	Applicants' response
Q1:3.3	The applicants and FBC	**Requirement 4 – Substation works** At issue specific hearing 2 (ISH3) the applicants stated that they would engage with FBC on Requirement 4 drafting as part of the development of the outline Design Principles with an aim to demonstrate progress by deadline 5. Please provide an update on the progress of this engagement and any revised/additional drafting necessary to Requirement 4?	Since Deadline 4, the Applicants and the local planning authorities have met to discuss and develop the outline Design Principes (oDP) document (J3/F02), to support post consent design and design governance. The oDPwill be a certified document should development consent be granted. The interim update submitted at Deadline 5 provides greater clarity on the pre-consent design position and sets out governance arrangements for design post-consent, consistent with the oDP document's role in the discharge of Schedules 2A and 2B of Requirement 4 of the draft Development Consent Order (dDCO) (REP4-007) in relation to substation design. Constructive engagement has been progressed, through face to face meetings with FBC, as the authority with responsibility for administering the discharge of Requirement 4, and with LCC. Between Deadlines 4 and 5, the parties have progressed several issues which had previously been identified by the local planning authorities. While principal areas of disagreement remain under discussion, the progress achieved to date demonstrates a shared commitment to narrowing areas of difference and ensuring that the framework for the discharge of Requirement 4 is robust, transparent, and fit for purpose. This is reflected in the updates to the FBC SoCG submitted at Deadline 5 (S_D1_6.3/F04). The Applicants and the Councils are continuing to work towards a finalised version of the oDP for submission at Deadline 6. The Applicants do not consider additional drafting is required in Requirement 4 of the dDCO.
Q1:3.4	FBC, DIO and The applicants (c only)	**Requirement 4 – Substation works** The applicants are of the view that it is not necessary or appropriate for BAE Systems or the DIO to be named as consultees in this requirement (Action point ISH3.22 of REP4-108]. a) Does the Council and the DIO agree with the applicants view on this?	c) The Applicants have reviewed the 2002 direction and note that it relates to where a local planning authority proposes to grant permission for the development of land. This matter is for a proposed Development Consent Order, which is not within the powers of a local planning authority to grant. The Applicants also note this direction is made pursuant to articles 10(3), 14(1), 20(4) and 27 of the Town and Country Planning (General Development Procedure) Order 1995, which was revoked in so far as it applies to England. The Applicants reviewed the Town and Country

Reference	Question To	ExQ2	Applicants' response
		b) For planning applications under the Town and Country Planning Act 1990 regime, would the Council be required to consultee BAE Systems or the DIO for similar forms of development that might affect defence interests? c) Is the town and country planning (safeguarded aerodromes, technical sites and military explosives storage areas) direction 2002 of relevant to this matter?	Planning (Development Management Procedure) Order 2015 when responding to Hearing Action Point ISH3.22 (see REP4-104), which the Applicants note specifically applies to the TCPA Regime. Therefore, the Applicants propose that the principle set out in their response to this point at Deadline 4 remains as follows: • The discharge of requirements under the NSIP regime is governed by the DCO as a statutory instrument itself and by the provisions in the Planning Act 2008. • The Applicants are not aware of any equivalent provision in the Planning Act 2008.
Q1:3.5	The applicants	**Requirement 4 – Substation works** Further to Lancashire County Council's submission regarding being a consultee to this requirement [REP4136], is there any difference between the "vehicular and pedestrian access" details in Requirement 4(g) and the highway accesses details covered by Requirement 10?	The Applicants have updated Requirement 4 in Schedules 2A and 2B of the draft DCO (C1/F07) to include LCC as the local highway authority as a named consultee in respect of sub-paragraph (1)(g).
Q1:3.6	The applicants	**Requirement 5 – Detailed design parameters onshore** a) Should the definition of 'onshore crossing schedule' (5(2)) be added to Article 2? The ExA notes that this has been included in the recent Mona DCO. b) The use of the words "can be commenced" in 4(6) does not provide sufficient certainty. Can the drafting be re-considered to address this (possibly using "must not be" or "shall not be")?	a) The Applicants have added a definition for 'onshore crossing schedule' in Article 2 of the draft DCO (C1/F07). b) The Applicants have updated the wording accordingly at Requirement 5(6) in the draft DCO (C1/F07).
Q1:3.7	The applicants and local authorities	**Requirement 6 – Provision of landscaping** Should 6(2) of this requirement also include details of existing trees and hedgerows to be retained and	The Applicants do not consider additional wording is required within Requirement 6. The Applicants refer to responses to Q1:1.13 and Q1:1.14 above. The Applicants have submitted at Deadline 5 an outline

Reference	Question To	ExQ2	Applicants' response
		those to be removed, given that such details are likely to be factors in the consideration of the acceptability of a proposed landscaping scheme?	Arboriculture Method Statement (S_D5_10) as an Appendix to the outline Code of Construction Practice (J1/F04) which provides key management measures for trees and have added additional detail to section 1.6.3 of the outline Ecological Management Plan (J6/F05) to include key management measures for hedgerow retention and removal. The Applicants consider that these additions to the relevant outline management plans, which the detailed plans must accord with, means relevant controls are sufficiently secured through Requirements 8 and 12 of Schedules 2A and 2B in the draft DCO (C1/F07).
Q1:3.8	LCC and FBC	**Requirement 7 – Implementation and establishment of landscaping** Are the Councils satisfied with the approach taken by the applicants in distinguishing between the 'establishment' of landscaping through Requirement 7 and the further maintenance of landscaping which the applicants explain would be secured through the outline Ecological Management Plan [REP4-059]? If not, please suggest how this might be resolved?	The Applicants note Q1:3.8 is directed towards LCC and FBC and shall not be responding.
Q1:3.9	LCC	**Requirement 10 – Highway accesses** As discussed at ISH3, this requirement has been amended in the draft DCO [REP4-008] at deadline 4 (D4). Is LCC content with the revised wording? If not, what potential drafting changes are suggested?	The Applicants note that the drafting of Requirement 10 has been amended at Deadline 5 (C1/F07) to reinstate the highway authority as the approval body.
Q1:3.10	LCC	**Requirement 11 – Onshore archaeology** The applicants have made further amendments to this requirement at D4 [REP4-008]. Is LCC content with the revised wording? If not, what potential drafting changes are suggested?	The Applicants note Q1:3.10 is directed towards LCC and shall not be responding.
Q1:3.11	BAE Systems, BAOL, FBC,	**Requirement 12 – Ecological management plan** The applicants have made further amendments to this requirement at D4 [REP4-008].	a) Following further review of the requirements and ongoing discussions with relevant stakeholders, the Applicants note that they have now put forward a separate requirement specifically for the submission and approval of the Wildlife Hazard Management Plan. This has been

Reference	Question To	ExQ2	Applicants' response
	LCC and the applicants	a) Are BAE Systems, Blackpool Airport Operations Ltd and the Councils content with the revised wording? If not, what potential drafting changes are suggested? b) What is the latest position between LCC and the applicants on the points raised by LCC in paragraph 3.19 of [REP4-136]?	included as Requirement 27 in Schedules 2A and 2B of the draft DCO (C1/F07). The drafting has been shared with BAE Systems, the MoD, Blackpool Airport Operations Limited and Blackpool Borough Council for comment. On reflection, the Applicants consider that it is clearer for the Wildlife Hazard Management process to be decoupled from the approval of detailed Ecological Management Plans. b) The Applicants refer to their response to paragraph 3.19 of Lancashire County Council's Deadline 4 submission (REP4-136) which is set out in row REP4-136.22 of the Applicants' Response to Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2).
Q1:3.12	The applicants and local authorities as appropriate	**Requirement 14 – Construction hours** a) 14(2) refers to works that may take place outside of the hours specified in sub-paragraph (1) for certain identified works. Should the last word of this opening sentence therefore say "comprising" rather than "including" as the later indicates that it is not a closed list? b) Referring to the definition of "mobilisation activities" in 14(6) can the applicants explain what is meant by "general preparation and site maintenance work"? Why does this need to be included as part of the mobilisation activities bearing in mind that, whilst it would not include the operation of heavy machinery or generators, it might still possibly lead to issues of noise and disturbance when occurring in proximity to residential receptors between 6.00am and 7.00am? c) For clarity, the ExA suggests adding similar wording from paragraph 1.6.1.6 of the outline Noise Management Plan [REP4-032] to this requirement. d) Can the applicants explain what is meant by "classes" in 6(b)?	a) The Applicants have amended the last word in sub-paragraph (1) to 'comprising' in the draft DCO (C1/F07) submitted at deadline 5. b) "general preparation and site maintenance" relates to low-intensity tasks necessary to enable timely commencement of construction each day. This typically refers to activities such as opening and securing site compounds, safety inspections, checking welfare facilities and light housekeeping. To address concerns of noise and disturbance during the mobilisation period, the outline Construction Noise and Vibration Management Plan (J1.3/F03) was updated at Deadline 4 to secure noise control mitigation measures and noise limits on mobilisation activities undertaken during start-up (06:00 to 07:00) and during shutdown (19:00 to 20:00). These limits are set with reference to DMRB LA111 and BS5228-1:2009+A1:2014 and will apply to all noise-sensitive receptors. As per the response to (c) below, reference to this has now been made in Requirement 14 of Schedules 2A and 2B of the draft DCO (C1/F07). c) Whilst the Applicants do not consider the proposed drafting update to be strictly necessary as the Applicants must comply with the construction noise and vibration management plan for each stage of works as secured under Requirement 8, the Applicants have added a new sub-paragraph to Requirement 14 which reads:

Reference	Question To	ExQ2	Applicants' response
		e) Whilst noting the amendment already made to Saturday working hours, would it be reasonable to push forward the start time of construction works on Saturdays from 0700 to 0800, given that there may generally be an expectation for less disturbance on Saturday mornings in comparison to weekday mornings? f) Do the local authorities have any outstanding comments on this requirement, including any suggested alternative drafting should any concerns remain?	*(6) Mobilisation activities must be undertaken in accordance with the construction noise and vibration management plan approved under requirement 8.* d) The Applicants note that the word 'classes' as it is used in the context of paragraph 7(b) (previously 6(b)) refers to specific groups of people such as sensitive receptor groups or groups of people in a particular location. e) The Applicants refer to their response to Lancashire Council's Deadline 4 submission (REP4-136) which is set out in row REP4-136.24 of the Applicants' Response to Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2).
Q1:3.13	LCC and the applicants	**Requirement 14 – Construction hours** LCC makes a suggestion (paragraph 3.22 of REP4-136) for later construction start times of 0800 in locations within 200 metres of a residential property. a) Can LCC explain further its justification for this suggestion with examples of what forms of noise and disturbance it considers would be unacceptable before 0800, taking account of any relevant noise mitigation proposed by the applicants? b) Can the applicants comment on this suggestion?	The Applicants refer to their response to Lancashire Council's Deadline 4 submission (REP4-136) which is set out in row REP4-136.24 of the Applicants' Response to Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2).
Q1:3.14	The applicants, FBC and LCC	**Requirement 16 – Restoration of land used temporarily for construction** The applicants have made further amendments to this requirement at D4 [REP4-008]. a) Is FBC and LCC content with the revised wording? If not, what potential drafting changes are suggested? b) What further measures and drafting be provided to resolve the concerns of FBC and Lancashire	a) The Applicants note Q1:3.14(a) is directed towards LCC and FBC and shall not be responding. b) The Applicants consider that the changes it has previously made to this requirement at Deadline 4 address the concerns raised by Lancashire County Council and no further drafting updates are required. The Applicants also refer to their response to Lancashire Council's Deadline 4 submission and to their response to comments from Fylde Borough Council at Deadline 4 which are both set out in the Applicant's Response to Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2).

Reference	Question To	ExQ2	Applicants' response
		County Council in paragraphs 3.2 and 3.3 of [REP-136]	
Q1:3.15	The applicants and FBC	**Requirement 18 – Control of noise during the operational stage** This requirement has been wholly re-drafted at D4 [REP4-008]. a) Is FBC content with the revised wording in both Schedules 2A and 2B? If not, what potential drafting changes are suggested? b) What would the process and procedures be for monitoring operational noise levels and any complaints through the lifespan of the proposed substations, including provision that may need to be made for any further noise attenuation and mitigation?	a) and b) The Applicants have updated Requirement 18 in Schedules 2A and 2B in response to comments from Fylde Borough Council at Deadline 4 (see also the Applicant's Response to Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2)). The updates require the Applicants to agree a scheme for the management and monitoring or noise during the operation of their onshore substations and for that scheme to be implemented as approved unless otherwise agreed with Fylde Borough Council. This drafting allows the appropriate management and monitoring processes to be agreed with Fylde Borough Council post consent but prior to operation of the substations. The Applicants shared their proposed drafting amendments with Fylde Borough Council at a meeting on 15 September 2025 where FBC confirmed that the drafting was acceptable. This is reflected in the SoCG submitted at Deadline 5 (Document Ref S_D1_6.3/F02).
Q1:3.16	The applicants	**Requirement 19 – Employment and skills managed plan** Provide explanation for why this requirement only relates to onshore works, when intertidal and offshore works are also part of the proposed development and so presumably should also be covered by the provisions within the Employment and skills plan?	The detailed employment and skills plans to be approved under Requirement 19 of Schedules 2A and 2B of the draft DCO (REP4-007) covers onshore, intertidal and offshore works as set out in the outline employment and skills plan (J31/F03). Requirement 19 has therefore been amended to remove reference to onshore works only and therefore the employment and skills plan for Morgan must be in place prior to any Project A works commencing and the same for Morecambe in respect of commencement of Project B works.
Q1:3.17	The applicants, LCC and FBC	**Requirement 20 – Operational drainage management plan** a) This requirement needs amendment to only refer to the lead local flood authority as discussed at ISH3 [REP4-106].	a) and b) Following further comments from Lancashire County Council in its Deadline 4 submission (REP4-136), the Applicants contacted Lancashire County Council in its capacity as lead local flood authority and has updated Requirement 20 as agreed with Lancashire County Council. See also the Applicants Response to Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2) at REP4-136.30.

Reference	Question To	ExQ2	Applicants' response
		b) Notwithstanding the above, do LCC and FBC have any remaining concerns about the responsibility for approval of this plan?	
Q1:3.18	The applicants	**Requirement 24 – Amendments to approved details** Further to discussion at ISH3 the applicants have added the wording "and fall within the scope of work assess by the environmental statement". Noting the different approaches to this matter in recent DCOs', please provide explanation of this choice of wording?	Whilst the Applicants note that the wording of this Requirement can vary across DCOs, the Applicants drafting of Requirement 24 follows the wording in the Mona Order and is considered reasonable and proportionate. The Applicants added reference to the environmental statement at Deadline 4 in response to a request from the Examining Authority at Issue Specific Hearing 3. The Applicants chose to use the words *"and fall within the scope of work assessed by the environmental statement*" in order to be consistent with the equivalent drafting used in Paragraph 9, Part 1 of the deemed marine licences at Schedules 14 to 17 of the draft DCO (REP4-007) noting that the wording in the deemed marine licences reflects the form of words previously requested by Natural England.
Q1:3.19	The applicants and local authorities	**Requirement 25 – Onshore collaboration** a) In the event of overlapping construction work programmes between the two projects (which is understood to be a possible scenario), do definitions of "sequential" and "concurrent" construction need to be provided or alternative wording to cover an overlapping scenario? b) What progress has been made between the applicants and FBC regarding the Council's concerns about collaboration at D4 [section 2.1 of REP4-134]? c) Do the local authorities have any outstanding comments on the drafting of this requirement, including any suggested alternative drafting should concerns remain?	a) The Applicants have reviewed Requirement 25 and consider that reference to concurrent and sequential construction can be removed so that this Requirement simply applies in any given scenario. The updated drafting is included in the draft DCO (C1/F07) submitted at deadline 5. b) The Applicants refer to Annex 2.2 to Applicants Response to Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2.2) at REP4-134.4. c) The Applicants note Q1:3.19(c) is directed towards the local authorities and shall not be responding.
Q1:3.20	Local authorities and parish councils	**Requirement 26 – Biodiversity benefit** The applicants explain in the Explanatory Memorandum [REP4-009] that this newly drafted	a) The Applicants note Q1:3.20 is addressed to the local authorities and parish councils and shall not be responding.

Reference	Question To	ExQ2	Applicants' response
		requirement is being offered on a without prejudice basis subject to compulsory acquisition powers being granted for the biodiversity benefit areas. a) Are the local authorities and parish councils' content with the revised wording? If not, what potential drafting changes are suggested? b) Can the applicants explain how the biodiversity benefits would be implemented for the proposed development and how this would be enforced?	b) The Applicants refer sections 6 and 7 of the Biodiversity Benefit – Supporting Statement (S_D_12) which sets out the Applicants' position in relation to implementation and enforcement.
Q1:3.21	Local authorities	**Suggested additional requirements** In response to ISH3.35 of the hearing action points [REP4-108], the applicants set out their response to several additional requirements that have been suggested by the local authorities. Are the Councils satisfied with the responses provided to each of these suggested requirements? If not please provide justification for your position and suggested drafting of any additional requirement that you still consider to be necessary?	The Applicants note Q1:3.21 is directed towards the local authorities and shall not be responding.
4 Schedule 10: Protective provisions			
Q1:4.1	The applicants	**Protective provisions general** Any protective provisions that are not agree between the parties and fully documented as such by the close of the examination will fall to be adjudicated by the ExA through its recommendation. Please provide a summary update on each set of protective provisions noting where there is still disagreement, the reasons for this and how any such disagreement is being sought to be overcome by the end of the examination.	The Applicants have provided updates on the position with each statutory undertaker within the Statutory Undertaker Negotiations Progress Tracker (S_D3_10/F03). These statements have been agreed with the relevant statutory undertakers wherever possible.
Q1:4.2	Statutory undertakers	**Protective provisions general**	The Applicants note Q1:4.2 is directed towards statutory undertakers and shall not be responding.

Reference	Question To	ExQ2	Applicants' response
	subject to protective provisions in the DCO	Where agreement is yet to be reached on any of the protective provisions relevant to your interest, please set out the reasons for this, with specific reference to the matters not agreed and provide any preferred suggested drafting for the consideration of the ExA.	
5 Schedule 12: Approval of matters specified in requirements			
Q1:5.1	The applicants	**Schedule title** The ExA suggests that the title of this schedule is amended to reflect that it covers more than just the requirements?	The Applicants are unclear on the Examining Authority's request. Article 45 (Requirements, appeals etc.) confirms that Schedule 12 applies to the approval of requirements. It is not intended to cover other approvals. For example, it does not cover approvals required under the deemed marine licences by the MMO.
Q1:5.2	The applicants (b&c) and FBC (a)	**Schedule 12(6) – Fees** During the discussion of fees at issue specific hearing 3, the applicants confirmed that it is their intention for a planning performance agreement (PPA) to be put in place with FBC to fund officer time. a) Does FBC consider this to be an appropriate way to fund the Council's processing of formal applications through the Development Consent Order or should Schedule 12 include specific fees to cover the likely cost of processing applications (not including any pre-application discussions that might also be potentially subject to a PPA? b) Can the applicants provide an update on progress being made with this matter and a timetable for the completion of any necessary agreement. c) If no agreement is reached before the end of the examination, do the applicants agree that revised fees should be included in Schedule 12(6)?	a) The Applicants flag that they have updated paragraph 6(1) of Schedule 12 to include the words *'unless otherwise agreed with the relevant planning authority'* at the end of the sentence after reference to the 2012 Fees Regulations. This aligns to drafting in the equivalent schedule in the Mona Order and allows for some flexibility to be agreed with the relevant planning authority with regards to the application fee to be paid noting Fylde Borough Council's comments at Issue Specific Hearing 3 that some discharge applications may be more complex than others. b) Whilst a PPA has recently been agreed and is in the process of being completed with Fylde Borough Council, this covers the pre-application, Examination and determination periods. It has always been the understanding that any funding for post consent matters such as requirement discharge, would be covered by a separate PPA in the event consent for the Transmission Assets is granted. At Issue Specific Hearing 3, in response to comments that officer resource may require additional funding, the Applicants noted that this is a matter that would be dealt with through a post consent PPA. The Applicants consider this to be the most appropriate and established mechanism to secure resource for officer time, but this PPA does not need to be agreed before the end of Examination or even prior to the Secretary of State's decision. The Applicants are however willing to commence discussions with the relevant planning authorities following close of Examination, if they wish to do so,

Reference	Question To	ExQ2	Applicants' response
			in acknowledgement of the fact that negotiation of PPAs can take some time. c) As noted at (b) the Applicants do not consider a PPA for post consent matters is required unless consent is granted. The Applicants do not consider further amendments are required to Schedule 12 save for the addition of the words 'unless otherwise agreed' as highlighted in response to (a) above.
Q1:5.3	Local authorities	**Comments on drafting** Do any of the Councils have any remaining outstanding concerns regarding the content of Schedule 12?	The Applicants note Q1:5.3 is directed towards local authorities and shall not be responding.
6 Schedule 14: Marine 1: Morgan Offshore Wind Project Transmission Assets			
Q1:6.1	The applicants and MMO	**Part 1, Article 2 – Details of licenced marine activities** In paragraph (g) should there be reference to the specific Work No, rather than "Order limits" as included in the recent Mona and Rampion II Development Consent Orders (DCOs)?	'Order limits' is defined in paragraph 1, Part 1 of Schedules 14 and 15 of the draft DCO (REP4-007) and is defined by reference to the indicative extent of marine licences and grid coordinates plan (APP-148) which is a certified document included in Schedule 18 of the draft DCO (REP4-007). The Applicants acknowledge that different approaches can be taken but consider that the current drafting is clear and appropriate.
Q1:6.2	The applicants and MMO	**Condition 17 – Force majeure** The Examining Authority (ExA) suggests the inclusion of the additional wording that was agreed by the Secretary of State in condition 19 of the deemed Marine Licences in the Morgan DCO.	The Applicants have updated Condition 17 of Schedules 14 to 17 of the draft DCO (C1/F07).
Q1:6.3	The applicants and MMO	**Condition 19** Should 19(2) be deleted as agreed by the Secretary of State in the Morgan DCO (condition 21 of the deemed Marine Licences)?	The Applicants have updated the draft DCO submitted at D5 to remove the requirement for the MMO to respond in 6 months from conditions 11(4) and 19(2) in Schedules 14 and 15 of the draft DCO but also from Condition 17(2) in Schedules 16 and 17 of the draft DCO submitted at Deadline 5 (C1/F07)).
Q1:6.4	The applicants, MMO and NE	**Condition 20 – Low order unexploded ordnance clearance**	(a) Condition 20(1)(a)(i) of Schedule 14 and Schedule 15 of the draft DCO (REP4-007) specifically secures the submission of a low order UXO clearance methodology, including details of the removal and disposal of

Reference	Question To	ExQ2	Applicants' response
		a) Clarify what is mean by "large debris". Should this be defined? b) Is an underwater sound management strategy required for low order UXO clearance (as included in condition 22 of the deemed Martine Licences in the Morgan DCO)?	large debris. This detail will be informed by the UXO clearance contractor commissioned to undertake the work, which has not yet been appointed at this stage prior to consent. Based on existing marine licences for UXO clearance issued by the Marine Management Organisation (MMO) including East Anglia One, Triton Knoll and Dogger Bank A and B, it is anticipated that any remaining debris greater than approximately 0.3m will require recovery by the remotely operated vehicle (ROV) undertaking the clearance. Therefore, whilst large debris could be defined as debris of approximately 0.3m or greater, it is the Applicants' position that it is unnecessary to define large debris as there is clear understanding within the industry with regards to what large debris means and this is not a contentious matter. Once the UXO clearance contractor has been appointed post-consent (should consent be granted), Condition 20 of Schedule 14 and Schedule 15 of the draft DCO (REP4-007) secures submission of low order UXO clearance methodologies, which will address removal and disposal of large debris, to the MMO for approval prior to commencement of the activity. (b) It is the Applicants position that an underwater sound management strategy (UWSMS) is not required for low order UXO clearance. The inclusion of the UWSMS within the made Order for Morgan Offshore Wind Project Generation Assets relates to the inclusion of wind turbine generator foundation and offshore substation foundation pile driving associated with that project, which is particularly loud and is not an activity included in the Application for the Transmission Assets. The Applicants would highlight that Condition 20 of Schedule 14 and Schedule 15 of the draft DCO (REP4-007) already includes for submission of a marine mammal mitigation protocol (MMMP) in accordance with the outline (MMMP) (REP4-070), the intention of which is to prevent injury to marine mammals and the MMO confirmed at Deadline 2 (see 4.4.5 and 4.4.6 on page 48 of REP2-061) that the removal of high order UXO clearance from the draft DCO removed the MMO concerns regarding the potential impact of UXO clearance on fish. Therefore, an UWSMS is considered to be unnecessary.

Reference	Question To	ExQ2	Applicants' response
The questions above are also applicable, where relevant, to Schedules 15, 16 and 17 and should be addressed accordingly.			
7 Schedules 14, 15, 16 and 17 – Marine Licences			
Q1:7.1	MMO and NE	**Marine Licences – General** Provide an update on any outstanding concerns you have on the draft Marine Licences in Schedules 14, 15, 16 and 17 of the draft Development Consent Order, including where relevant any suggested alternative drafting if agreement cannot be reached.	The Applicants note Q1:7.1 is directed towards the MMO and NE and shall not be responding.
Q1:7.2	The applicants, MMO and NE	**Marine Licences – General** Are any amendments/ additions needed to the draft Marine Licences following the recent grant of Development Consent for the Morgan generation assets project?	In addition to the amendments highlighted above to (i) Conditions 11(4) and 19(2) in Schedules 14 and 15 and Condition 17(2) in Schedules 16 and 17 to remove the 6 month determination period for the MMO; and (ii) Condition 17 (force majeure) in Schedules 14 and 15 and Condition 15(1) in Schedules 16 and 17, the Applicants have updated Condition 18(1)(f) in Schedules 14 and 15 relating to chemical risk assessment to align to drafting in the Morgan Generation DCO.
8 Schedule 18: Documents to be certified			
Q1:8.1	The applicants	**Review of documents to be certified** Please can this Schedule be reviewed and checked to ensure that the list of documents to be certified is complete, accurate and up to date? This should also be done prior to the submission of the final DCO at D6 (22 October 2025).	The Applicants have carried out a review of Schedule 18 and have included relevant updates in the draft DCO (C1/F07) submitted at Deadline 5. The Applicants have refrained from adding detail around date, revision and library reference on the basis this may be subject to change before the final DCO is submitted at Deadline 6.
9 General			
Q1:9.1	The applicants	**Morgan Generation Assets DCO** Noting the recent granting of the Morgan Generation Assets Development Consent Order (DCO), is there any relevant drafting in that final DCO, including recommended changes made to the applicant's final	The Applicants refer to their responses to the following: - Q1:1.2 which confirms the updates made to Article 6; - Q1.6.2 which confirms the updates made to the Force Majeure wording in the deemed marine licences;

Reference	Question To	ExQ2	Applicants' response
		DCO by the Examining Authority and agreed by the Secretary of State, that should be incorporated or amended in the transmission assets DCO? This may include matters relating to Article 7 (Benefit of the Order) and the drafting of relevant conditions contained within the Deemed Marine Licences. For any relevant changes (as applicable to the draft DCO) that is not amended to reflect the Morgan drafting, an explanation should be provided for why it has not been considered necessary to make the change.	- Q1.6.3 which confirms the updates made to the deemed marine licences to remove the requirement for the MMO to respond to approval of plans and documents etc. within 6 months; - Q1.6.4 which clarifies why an underwater sound management strategy and noise registry condition is not required for the Transmission Assets; - Q1.7.2 which confirms the additional updates the Applicants have made to Condition 18(1)(f) to align wording relating to chemical risk assessments. In addition, the Applicants note that within the Morgan Generation Assets Order, the Secretary of State revised condition 30 (Reporting of scour and cable protection) to limit deployment of cable protection (other than the replenishment or replacement of existing cable protection) to within 10 years from the date of completion of construction unless otherwise agreed with the MMO. The Applicants' update to the draft DCO submitted at Deadline 5 (C1/F07) does not include a similar revision to Condition 27 (Reporting of cable protection) in Schedules 14 and Schedule 15, as the Applicants await feedback from the MMO and NE on the updates made to the Outline Offshore Operations and Maintenance Plan (REP4-072) at Deadline 4. Those updates included a similar limitation on cable protection deployment inside and outside of the Fylde MCZ of 10 year and two years respectively. Following feedback from the MMO and NE at Deadline 5, the Applicants will consider whether revisions are necessary to the draft DCO for Deadline 6. The Applicants consider that any other differences between the Morgan Generation Assets Order and the Transmission Assets draft DCO relate to the fact that the Morgan Generation Assets Order is for a single project and it only covers offshore works.