



MORGAN AND MORECAMBE OFFSHORE WIND FARMS: TRANSMISSION ASSETS

The Applicants' response to Hearing Action Points due at Deadline 5



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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' response to Hearing Action Points due at Deadline 5

1.1 Introduction

- 1.1.1.1 This document addresses the Hearing Action Points raised by the Examining Authority at Issue Specific Hearing 2 on 29 July 2025 and 30 July 2025, Issue Specific Hearing 3 on 31 July 2025 and Compulsory Acquisition Hearing 2 on 1 August 2025 due at Deadline 5.

1.2 Applicants Response to ISH2 Hearing Action Points due at Deadline 5

Table 1.1: Applicants responses to ISH2 Hearing Action Points due at Deadline 5

HAP No.	Agenda item	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
ISH2.1	General/cross-topic	Applicants & NWCP	Deadline 5	Submit a Statement of Common Ground (SoCG) with Newton with Clifton Parish Council.	The Applicants note this action and have been working with Newton with Clifton and Freckleton Parish Councils to develop a SoCG which has been submitted at Deadline 5 (S_D5_6.25/F01).
ISH2.6	Aviation and Radar	Applicants	Once the cooperation agreement is completed	Submit a joint statement, which explains how relevant aviation NPS policy has been met and how Blackpool Airports' concerns have been alleviated.	The Applicants can confirm that the cooperation agreement completed on 22 September 2025. The Applicants and BAOL will provide a joint statement for Deadline 6.
ISH2.7	Aviation and Radar	Applicants	Deadline 5	Provide a note to explain what information has been submitted to date in relation to bird strike and how this fits with the Environmental Statement.	The Applicants have provided a note on compliance with NPS policy and aviation matters, particularly in relation to bird strike risk, and how this relates to the approach taken within Volume 3, Chapter 11: Aviation and Radar of the Environmental Statement at Deadline 5 (see S_D5_5.3).
ISH2.17	LVIA	Applicants	Deadline 5	Provide a cross section illustrating the height of the onshore substations, existing topography and indicative finished ground level for the land at the Morecambe and Morgan onshore substations paying particular	In response to this action, the Applicant have prepared and submitted revised cross-sections for examination, which are appended to this document (see Appendix A to this document). These are also incorporated into the interim update of the outline Design Principles (J3/F02).

HAP No.	Agenda item	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
				attention to how construction of the Morgan substation will approach the steep descent in plot number 12-027A.	
ISH2.21	LVIA	Applicants & LPAs	Deadline 5	Include in the next SoCG any areas of agreement/disagreement on the outline Landscape Management Plan, Landscape and Visual Impact Assessment and green belt technical note.	<p>The Applicants acknowledge this action for updated SoCG documents and confirm that revised versions with relevant local planning authorities have been submitted at Deadline 5.</p> <p>Between ISH3, Deadline 4 and Deadline 5, the Applicants and local planning authorities have engaged constructively to seek resolution of matters, wherever possible. Where differences remain, the SoCGs clearly identify the specific areas of disagreement, ensuring transparency for the Examination.</p> <p>The updated SoCGs are therefore submitted <u>in draft</u> to demonstrate the progress made and the shared commitment between the Applicants and local planning authorities to continue narrowing their differences between Deadline 5 and 6.</p>
ISH2.26	Offshore Ecology	Applicants		Update the project description and any other changes to the application documents to enable Natural England to undertake a further review of the same.	<p>The Applicants have updated the following Environmental Statement chapters and reports at Deadline 5 to capture the relevant information/clarifications presented in the Applicants' response to Natural England's Deadline 3 submission (REP4-100) and all updated commitments:</p> <p>Volume 1, Chapter 3: Project description (F1.3/F04)</p> <p>Volume 2, Chapter 1: Physical processes (F2.1./F02)</p> <p>Volume 2, Chapter 2: Benthic subtidal and intertidal ecology (F2.2./F02)</p> <p>Volume 2, Chapter 4: Marine Mammals (F2.4/F02)</p> <p>Volume 2, Chapter 5: Offshore Ornithology Chapter (F2.5/F02)</p> <p>MCZ Screening and Stage 1 Assessment Report (E4/F02)</p> <p>MCZ Assessment Stage 2 (MEEB) (S_D1_9/F02)</p>

HAP No.	Agenda item	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
					<p>HRA Stage 2 ISAA Part 3 (E2.3/F02)</p> <p>Review of Cumulative Effects Assessment and In-Combination Assessment (CEA Review) (S_D2_10/F02)</p> <p>Cumulative screening matrix and location plan (F1.5.5/F03)</p> <p>Outline Offshore Cable Specification and Installation Plan (CSIP) (J15/F03)</p> <p>Offshore In Principle Monitoring Plan (J20/F04); and</p> <p>Dredging and disposal - site characterisation plan (J22/F02)</p>
ISH2.28	Offshore Ecology	Applicants	D6	Target a final SoCG with Natural England by D6 regarding offshore matters.	The Applicants confirm that they will target submission of a final SoCG with Natural England for Deadline 6.
ISH2.30	Offshore Ecology	Applicants	D4	Update the Cable Specification and Installation Plan in response to Natural England's concerns as to potential for burying cables	<p>The Outline Offshore Cable Specification and Installation Plan (CSIP) has been updated at Deadline 5 (J15/F03) to include the following:</p> <ul style="list-style-type: none"> • Commitment to no cable/scour protection permanently deployed in the intertidal area between Mean Low Water Springs (MLWS) and Mean High Water Springs (MHWS) (CoT133 of the Commitments Register (REP4-018); • Commitment to micro-siting of cable routes to areas with the greatest potential for burial success and lower likelihood of requiring cable protection, which was already a commitment within the Outline Offshore CSIP but was added to the Commitments Register as CoT134 at Deadline 4 (REP4-018); and • Removal of 'dredging' as a method for sandwave clearance in the Fylde MCZ. As requested by Natural England, sandwave clearance will only be undertaken by controlled flow excavation within the Fylde MCZ.

HAP No.	Agenda item	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
ISH2.33	Land Use and Recreation	Applicants & FBC	Ongoing	Engage with St Annes' Football Club regarding alternative pitch locations.	The Applicants have prepared a technical note (S_D5_9) to review the available pitches for hiring and laying out in the local area which has been shared with Fylde Borough Council. The Applicants have progressed negotiations with Fylde Borough Council, who are leading the discussions on the section 106 agreement and will liaise with the football club where necessary.
ISH2.35	Land Use and Recreation	Applicants	N/A	Provide a note to explain how the section 132 (open space) test has been met in relation to the Blackpool Road Recreation Ground, including in relation to permanent rights and Restrictive Covenants being sought (plots 04-014 and 04-016).	Further to the Applicants' response to this HAP at Deadline 4 (REP4-108), the Applicants have provided a note on the rights and restrictive covenants at Blackpool Road Recreation Ground at Appendix B to this document.
ISH2.41	Socio-economics	Applicants	D4	Submit the applicants' Local Tourism Assessment into examination.	Following engagement with the local authorities the Applicants' Local Tourism Assessment has been submitted at Deadline 5 (S_D5_8)
ISH2.44	Traffic and Transportation	Applicants (a and b), LCC (a)	a) D5 b) D4	Provide a link by link specific note detailing the feasibility of 13 link routes and corridors to Lancashire County Council, which shall be agreed and submitted	The Applicants have submitted a detailed link by link specific technical note (and supporting plans) detailing the feasibility of 13 link routes and corridors to LCC following Deadline 4 (submitted for record to the examination within Annex 2.3 to Applicants' Response to Deadline 4 submissions from Statutory Consultees and other organisations: Lancashire County Council (REP4-136, AS-082) (S_D5_2.3/F01). The note contains documented details of a site survey of the width of the carriageway measured at regular intervals and the width of the highway

HAP No.	Agenda item	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
				into examination by D5; and Applicants to provide a document containing outline steps to be taken to achieve the actions under (a).	envelope has been captured, i.e. carriageway + verges (within which widening or oversail can be accommodated). Based on this site survey, the Applicants are confident that link mitigation can be delivered within the highway boundary (subject to micro-siting during detailed design). The Applicants have met with LCC on the 18 September 2025 to discuss the content of the note and have agreed to a series of bi-weekly workshops (commencing 25 September 2025). The aims of these meetings are to try and agree link by link mitigation strategies that would be acceptable to LCC. The Applicants propose that following these workshops the final position reached between the Applicants and LCC will be outlined within an update to the Statement of Common Ground at Deadline 6. Agreements upon link by link specific mitigation will also be included within an update to the Construction Traffic Management Plan at Deadline 6.
	Other matters	Applicants	D6	Review and update as necessary the Public Sector Equality Duty Statement.	The Applicants note that this action has been superseded by ExA Q2.5.1.3. The Applicants have provided an update to the PSED at Deadline 5 (document reference S_D1_8/F02) and are intending to provide a further update at Deadline 6.

1.3 Applicants Response to ISH3 Hearing Action Points due at Deadline 5

Table 1.2: Applicants responses to ISH3 Hearing Action Points due at Deadline 5

HAP No.	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
ISH3.12	Applicants	Deadline 5	Review the controls included in the outline management plans in relation to the removal of trees and hedgerows and 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	The Applicants have reviewed the comments put forward by Fylde Borough Council and responded in detail (S_D5_2.2/F01). The Applicants have submitted an outline Arboricultural Method Statement (S_D5_10) at Deadline 5 and have included additional text within the Outline Ecological Management Plan (J6/F05) which provide greater

HAP No.	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
			orders), including any drafting provided by Fylde Borough Council.	clarity on the controls around tree and hedgerow removal and retention (including trees protected by tree preservation orders).
ISH3.18	Fylde Borough Council and the Applicants	Ongoing	Fylde Borough Council and the applicants to engage on the Outline Design Principles and requirement 4 (Substation works).	<p>Since Deadline 4, the Applicants have worked collaboratively with Fylde Borough Council (and other relevant local planning authorities) to develop the outline Design Principles (oDP) (document reference J3/F02) document.</p> <p>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's role in guiding the discharge of Schedules 2A and 2B of Requirement 4 of the draft Development Consent Order (dDCO) in relation to substation design.</p> <p>Constructive engagement between Deadlines 4 and 5 has resolved several critical issues previously identified by Fylde Borough Council, alleviating several of their key concerns regarding the application of the oDP.</p> <p>While principal areas of disagreement remain under discussion, as recorded within the SoCGs, the progress achieved 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.</p> <p>The Applicants and Fylde Borough Council continue to work together (in collaboration with other relevant local planning authorities) towards a finalised version of the oDP for submission at Deadline 6.</p>
ISH3.20	Applicants	Deadline 5	Consider the drafting of requirement 4(Substation works) in light of the discussions at ISH3 and comments from Fylde Borough Council provided at D4.	The Applicants have responded to Fylde Borough Council's comments on the draft DCO (S_D5_2.2/F01) and have made updates to the draft DCO at Deadline 5 where necessary (C1/F07).
ISH3.32	Applicants and Fylde Borough Council	Deadline 5	Engage on the drafting of paragraph (6)(Fees) of Schedule 12 (Approval of matters specified in requirements).	The Applicants have responded to Fylde Borough Council's comments on the draft DCO (S_D5_2.2/F01) and have made updates to Schedule 12 of the draft DCO at Deadline 5 (C1/F07). The Applicants have also responded to the Examining Authority's questions (PD-012) on this Schedule (S_D5_5/F01).

HAP No.	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
ISH3.35	Applicants	Deadline 4 (for initial confirmation and Deadline 5 for any drafting updates required)	<p>Summarise the Applicants' responses to the proposed new requirements by various parties as noted by the ExA during ISH3:</p> <ul style="list-style-type: none"> - Construction water management plan - Air quality monitoring data and review of noise and vibration - Construction environmental management plan - [Unexploded ordnance at Blackpool airport-subject to confirmation from Blackpool Borough Council] - Hydrology at the sand dunes - Construction management plan 	Further to the Applicants' response to these at D4, the Applicants have had confirmation from Blackpool Borough Council (REP4-130) that there is no longer a need for a requirement concerning unexploded ordnance at Blackpool Airport. Therefore, no further updates/amends are intended to be made in relation to these proposed requirements.
ISH3.36	Applicants	Deadline 5/ongoing	<p>Carry out a consistency check across management plans where commitments are offered to highlight where the commitment is secured.</p>	The Applicants have carried out this review and various management plans are being updated at Deadline 5 to reflect this.

1.4 Applicants Response to CAH2 Hearing Action Points due at Deadline 5

Table 1.3: Applicants responses to CAH2 Hearing Action Points due at Deadline 5

HAP No.	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
CAH2.1	Applicants	Deadline 5	Ensure that the information provided to update the biodiversity benefit metrics considers the justification for compulsory acquisition of land in light of Section 122 of the Planning Act 2008.	The Applicants have prepared a wider note regarding biodiversity benefit in light of the questions submitted by the Examining Authority on this topic (S_D5_11).

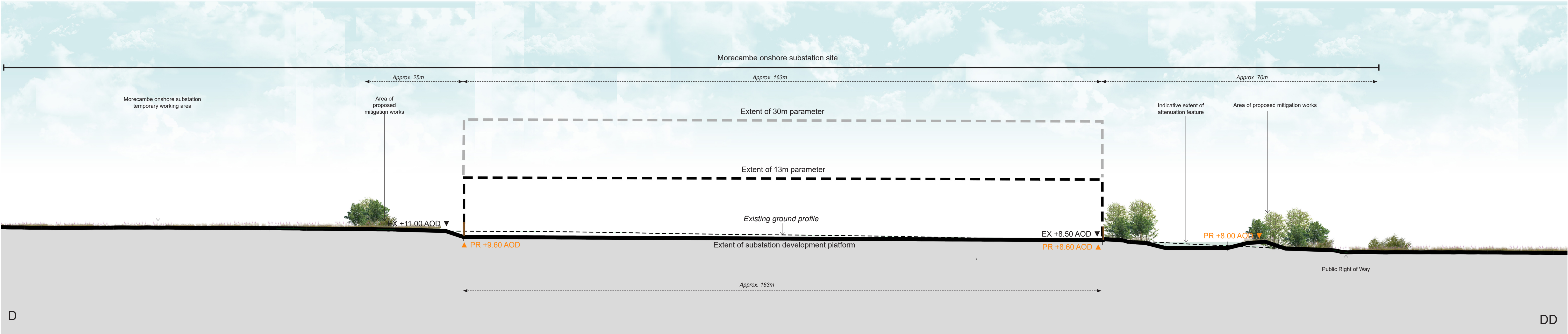
HAP No.	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
CAH2.3	Applicants	Deadline 5	Confirmation of completion of the cooperation agreement and update on progress with the land agreement.	Please refer to the response to HAP ISH2_6 above.
CAH2.5	Applicants and Blackpool Borough Council	Deadline 5	Engage on Starr Gate access and provide an update on these engagements.	The Applicants have provided a full response and explanation of how the DCO provisions and powers apply to Starr Gate in Annex 2.8 of the Applicants Response to Deadline 4 submissions from Statutory Consultees and other organisations (S_D5_2.8). This response was shared with Blackpool Borough Council ahead of Deadline 5 and the Applicants and Blackpool Borough Council are continuing discussions relating to Starr Gate in order to resolve this matter. The Applicants and Blackpool Borough Council will provide an update at the hearings.
CAH2.6	Applicants and SABIC	Deadline 6	Submit statement of common ground clearly identifying any outstanding drafting on protective provisions if not agreed.	Please refer to the SU Negotiation Tracker (S_D3_10/F03) for updates regarding the progress of protective provisions. The Applicants have confirmed that they would submit a statement of common ground identifying outstanding drafting on the protective provisions for deadline 6 should these not be agreed with SABIC.
CAH2.8	Applicants	Deadline 4	Confirm whether the minimum cable burial depth can be secured within the outline management documents	The Applicants refer to section 1.14.2 of the Outline Onshore Construction Method Statement (REP4-115) which sets out how the cables will be installed and includes the minimum installation depth for cables.
CAH2.10	Applicants	At relevant deadlines	Update the Land Rights Tracker to include the major leasehold interests.	The Land Rights Tracker (S_D1_15/F04) now includes Part 3 which provides an update on negotiations with leaseholders where their interest is registered on title and tenants who have an ability to grant the required rights to the Applicants. The Applicants will update Part 3 of the Land Rights Tracker as required following further engagement with freeholders.
CAH2.11	Applicants	Deadline 5	Update the SU Negotiations Tracker to include all SUs.	The Applicants have updated the SU Negotiations Tracker (S_D3_10/F03) by adding a Table 3 which concerns those statutory undertakers whose interests are protected under Part 1 or Part 2 of Schedule 10 to the draft DCO (REP4-007).

HAP No.	For whom	Deadline due	Hearing Action Point (HAP)	Applicants' response
CAH2.14	Applicants	Deadline 5	Update the Equalities Impact Assessment to take into account any further effects identified and lighting at the Century Care Home and the Wrea Green Equitation Centre were referred to.	The Applicants note that this action has been superseded by ExAQ2.5.1.3. The Applicants have provided an update to the PSED at Deadline 5 (document reference S_D1_8/F02) and are intending to provide a further update at Deadline 6.
CAH2.15	Applicants	Deadline 5	Update any relevant documents to reflect the Morecambe ownership structure change.	All new documents submitted into examination and any updated documents are updated to reflect the ownership structure change of both Applicants.
CAH2.17	Applicants	Deadline 5	Allied to the corrected note is a reconsideration of whether the position as outlined in the updated funding statement is sufficient to satisfy this requirement.	Please see updated Property Costs Estimates for both Applicants (document references D1.1/F02 for Morgan OWL and D1.2/F02 for Morecambe OWL).

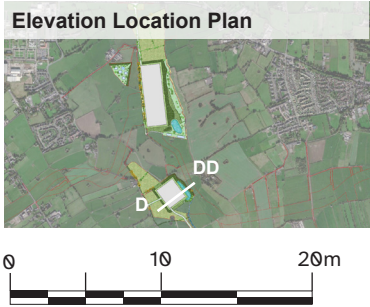
A.1 **Appendix A – HAP ISH2.17**



Z:\445_SK_006\Transmission\0002\Drawings\Technical\Natural\Landscapes and Design\Technical\Morecambe\445_SK_006_Landscape_Section_D_-_Figure 2\Morecambe_C008



Section D (1:500)



- LEGEND
- ▼ EX+0.00 AOD Existing level
 - ▼ PR+0.00 AOD Proposed level

ISSUED BY Oxford t: 01865 887050
DATE 15 Sept 25 DRAWN DKa
SCALE@A3 1:500 CHECKED NA
STATUS Final APPROVED AK

DWG. NO. 9445_SK_006

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PROJECT TITLE
MORGAN AND MORECAMBE OFFSHORE
WIND FARM:TRANSMISSION ASSETS

DRAWING TITLE
Figure 2: Elevation of Morecambe Onshore Substation site

A.2 Appendix B – HAP ISH2.35

A.2.1 Blackpool Road Recreation Ground – CA Rights and Restrictive Covenants

- A.2.2 Further to the Applicants' response to Hearing Action Point ISH2.35 (REP4-108), the Applicants have proposed refinements to the rights packages (including the restrictive covenants) over plots 04-013, 04-014, 04-015, and 04-016 (as identified on the Land Plan (REP1-004)) which form part of the Blackpool Road Recreation Ground (the "recreation ground"), in order to ensure that there are not unnecessary restrictions placed on any part of the recreation ground. The Applicants consider that the amended restrictive covenants sought are necessary in order to ensure sufficient protection is in place for the cable infrastructure and will not affect the regular use of the recreation ground or impede the continued use of the land as open space.
- A.2.3 The works proposed to be undertaken in in Plots 04-013, 04-014, and 04-016 include the ability to install the cables using open-cut trenching in order that the Applicants can install trenchless cable installation pits, which facilitates the trenchless cable installation within plot 04-015.
- A.2.4 The proposed refinements to the rights packages (including the restrictive covenants) are set out below, along with commentary from the Applicants in relation to the rights, restrictive covenants and their compliance with the provisions of Section 132(3) of the Planning Act 2008 (the "Section 132(3) test"). These amended restrictive covenants have been carried into updated rights packages for the aforementioned plots, which are reflected in Schedules 8A and 8B of the updated draft DCO (document reference C1/F06), and the Statement of Reasons (document reference D2/F05) has also been updated to reflect these changes. The Book of Reference (REP1-014) will be updated to reflect these changes at Deadline 6.

Rights, Restrictive Covenants and the Open Space Test

- A.2.5 The rights and restrictive covenants as originally drafted, and sought in relation to the recreation ground, had aligned with those which were granted as part of the Mona Offshore Wind Farm Order (the "Mona DCO"). As part of the decision for the Mona DCO, paragraph 9.6.32 of the Examining Authority's Recommendation Report explicitly noted that that "the restrictive covenants would be entirely compatible with the use of the 4 plots as open space", when considering these restrictive covenants in light of the Section 132(3) test, and ultimately concluded that "the exemption under s132(3) of PA2008 would be engaged". The Secretary of State's Decision Letter (paragraph 6.11) for the Mona DCO clearly noted that "In respect of open space, the Secretary of State agrees with the ExA's conclusions that an exemption to special parliamentary procedure is merited in respect of the proposed CA of rights over this land."
- A.2.6 The Applicants have also previously set out, in their response to ExA Written Question 5.1.26 (REP3-056), that the rights sought over the open space plots are similar in nature to those sought over areas of public open space within the Hornsea Three Offshore Wind Farm DCO (the "Hornsea Three DCO"). The Applicants would reiterate this position, and would emphasise that the Hornsea Three DCO also contained a restrictive covenant over the public open space plots as follows: "Restrictions on erecting buildings or structures, altering ground levels, planting trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development;". As noted in the Applicants' previous submission, the Examining Authority and the Secretary of State both concluded in this instance that the Section 132(3) test was met.

- A.2.7 This precedent, alongside that of the Mona DCO set out above, supports the Applicants' position that the rights and restrictive covenants sought over plots 04-013, 04-014, 04-015 and 04-016 are capable of satisfying the Section 132(3) test.
- A.2.8 In any event, the Applicants have proposed amendments to the restrictive covenants to provide an express assurance that use of the recreation ground will not be unnecessarily restricted in relation to activities which are reasonably required to use the land for the purpose of public recreation. This would allow for the types of activities envisaged in ExAQ Q2:12.1.7, so long as they would not cause damage to or prevent the maintenance of the project (noting that maintenance is not anticipated to be required on a routine basis, if at all, in relation to underground cables). The Applicants have also removed limb (g) of the restrictive covenants over plots 04-013, 04-014 and 04-016, on the basis that this relates specifically to environmental mitigation land, which is not relevant to these plots.

Proposed Amendments

- A.2.9 The updated rights packages are set out in two tables below.
- A.2.10 Plots 04-013, 04-014 and 04-016 previously formed part of the rights package for 'Cable rights and restrictive covenants' which applies to majority of the plots along the cable corridor. These do not fall within the same rights package as plot 04-015 on the basis that the rights required for the cable installation are different and include open trenched installation, which is needed for the trenchless cable installation entry and exit pits in order to facilitate trenchless installation through majority of the area of the recreation ground that is within the draft Order Limits (comprising plot 04-015). Given the now bespoke nature of this rights package, the Applicants have also reduced the scope of the rights over these specific plots to the minimum necessary in relation to the land in question. As the amendments proposed for plots 04-013, 04-014 and 04-016, as set out in Table 1 below, are not appropriate for all other trenched cable installation plots the Applicants have created a new rights package for Cable rights at Blackpool Road Recreation Ground.
- A.2.11 Plot 04-015 forms part of the rights package for Cable rights at St Anne's Old Links Golf Course and Blackpool Road Recreation Ground. The amendments set out in Table 2 below will apply to all plots within the existing rights package and have therefore not created a new bespoke rights package for plot 04-015.
- A.2.12 The Applicants have referenced Project A below, but these would apply equally to Project B.

Table 1

Cable Rights at Blackpool Road Recreation Ground (plots 04-013, 04-014 and 04-016)

Rights
<i>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to-</i>

(a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the “cables”), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling;
(b) enter, be on, break open and break up the surface of the land, restore and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables;
(c) to benefit from continuous vertical and lateral support for Project A;
(d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works;
(e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, repair, testing and maintenance of the cables in, on or under the land;
(f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal, testing and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety;
(g) erect fencing, gates, walls, noise or other barriers , or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas;
(h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmac, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;
(i) effect access to the highway including creation of temporary visibility splays;
(j) make such investigations in or on the land as are required;
(k) fell, lop, cut, or remove or coppice wood, uproot trees, hedges or shrubs which now or hereafter may be standing on the land or other land which if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables;

(l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or restore any existing drainage scheme on the land;
(m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);
(n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights);
(o) store and stockpile materials (including excavated material);
(p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance, repair, replacement or decommissioning and restoration of the land;
(q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;
(r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal or decommissioning is being carried out;
(s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;
(t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife;
(u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land;

(v) construct, use, maintain and improve a permanent means of access including visibility splays and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and
(w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land.
Restrictive Covenants
<i>A restrictive covenant over the land for the benefit of the remainder of the Order Land to -</i>
(a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activities are reasonably required to use the land for the purpose of recreation and would not cause damage to or prevent or impair the maintenance of the relevant part of Project A);
(b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing is reasonably required to use the land for the purpose of recreation and would not cause damage to or prevent or impair the maintenance of the relevant part of Project A nor make it materially more difficult or expensive to maintain Project A);
(c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activities are reasonably required to use the land for the purpose of recreation and would not cause damage to or prevent or impair the maintenance of the relevant part of Project A) or save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land, without the consent in writing of the undertaker;
(d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood are reasonably required to use the land for the purpose of recreation and would not cause damage to or prevent or impair the maintenance of the relevant part of Project A nor make it materially more difficult or expensive to access and maintain the relevant part of Project A);
(e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project A; and
(f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activities are reasonably required to use the land for the purpose of recreation and would not cause damage to or prevent or impair the maintenance of the relevant part of Project A) and

~~(g) prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker~~

Table 2

Cable rights at St Anne's Old Links Golf Course and Blackpool Road Recreation Ground (plot 04-015)

Rights
<i>Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of Project A to—</i>
(a) Lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling;
(b) enter, be on, and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables;
(c) to benefit from continuous vertical and lateral support for Project A;
(d) pass and re-pass on foot and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works;
(e) construct and install and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the cables in or under the land;
(f) make such investigations in or on the land as required;
(g) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to restore the land;
(h) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; and

- (i) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers).

Restrictive Covenants

- (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) **without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activities are reasonably required to use the land for the purpose of recreation and would not cause damage to or prevent or impair the maintenance of the relevant part of Project A);**
- (b) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever **without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activities are reasonably required to use the land for the purpose of recreation and would not cause damage to or prevent or impair the maintenance of the relevant part of Project A) or** save as are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land or rights in relation any highway or railway infrastructure on the land (if any) and will not damage, undermine or interfere with the cables;
- (c) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood **are reasonably required to use the land for the purpose of recreation and** would not cause damage to **or prevent or impair the maintenance of** the relevant part of Project A ~~nor make it materially more difficult or expensive to access and maintain the relevant part of Project A~~);
- (j) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for Project A; and
- (k) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage Project A.