

Application by Morgan Offshore Wind Limited and Morecambe Offshore Windfarm Limited for an Order Granting Development Consent for the Morgan and Morecambe Offshore Wind Farms Transmission Assets

**Blackpool Borough Council Examination Deadline 7
Submission**



October 2025

This submission is provided in accordance with Deadline 7 of the Examination, on behalf of Blackpool Borough Council, in its capacity as a Host and Neighbouring Authority and Blackpool Borough Council, in its capacity as a Landowner ('the **Council**') and shareholder of Blackpool Airport Property Limited ('**BAPL**') to the application for a development consent order made by Morgan Offshore Wind Limited ('**Morgan OWL**') and Morecambe Offshore Windfarm Ltd ('**Morecambe OWL**'), (together, the '**Applicants**') to the Secretary of State for the Offshore Windfarm Transmission Asset Infrastructure ('**Proposed Development**').

1. **Executive Summary:**

- 1.1 Implementation of the Proposed Development in its current form enables the implementation of the Applicants private scheme for private benefit which by consequence prevents current public benefit and rights of use.
- 1.2 The Council seeks amendment of Article 29 to exclude Land plot 02-007 (Starr Gate slipway and beach foreshore), such an amendment is considered necessary for the DCO to be lawful.
- 1.3 For clarity, the Applicants continue to seek rights over land holdings within the DCO redline in the ownership of the Council or BAPL. Landholdings held by the Council and BAPL within or adjoining the Application are summarised below:
 - 1.3.1 Council land at Lytham St Annes Beach (area known as Starr Gate access and slipway)
 - 1.3.2 Council owned 20-acre parcel adjacent to Leech Lane within the boundary of Blackpool Airport.
 - 1.3.3 Land held by Blackpool Airport Properties Ltd (as a wholly owned subsidiary of the Council) within the designated airport boundary.
- 1.4 The Council has agreed an updated Statement of Common Ground to be submitted by the Applicants at Deadline 7 which 'agrees' a number of further matters between the parties, based on changes to the proposed DCO at Deadline 6. A summary of those changes is included in these submissions.
- 1.5 The Council has continued to express concerns regarding the lack of engagement by the Applicants' team throughout the Examination period. Recent discussions with the Applicants' team since the Compulsory Acquisition Hearing 3 have been positive and the Council looks forward to continued active engagement on outstanding issues. This Submission sets out the remaining principle points of disagreement between the Council and the Applicants at the close of the Examination, provides an update on the Statement of Common Ground and summarises the extent and nature of progress made in respect of the land agreements.

2. **Article 29: Powers of temporary possession**

- 2.1 The Council's position regarding the application of the proposed Article 29 and temporary possessory rights sought under the draft DCO is set out in the Deadline 4 and 5 submissions and the written advice of Douglas Edwards KC, which was

submitted at those Deadlines (references [REP4-130](#), and [REP5-164](#)). The Applicants provided a submission at Deadline 6 to the Examination ([REP6-178](#)) responding to the Council's position. In that submission, the Applicants allege that any counsel opinion must include the instructions provided to counsel in order to attain any credibility. The Council refutes this position, as client instructions are regularly the subject of client privilege, and not appropriate to disclose. Mr. Edwards KC's advice makes clear what point it was he was asked to advise upon. That point is a point of law and is not based on any contested point of fact. Mr. Edwards has addressed that point in full. It is not necessary, in order for the Examining Authority to understand Mr. Edwards' advice and to place weight on it, to have provided to it Mr. Edwards' instructions. Indeed, to produce those instructions and in particular to compel their disclosure would be unusual indeed to the point of exceptional.

- 2.2 For completeness and notwithstanding what is set out above, the Council refers the Examining Authority to paragraphs 1 and 2 of the Advice Note dated 7 August 2025 [REP4-130](#) where the relevant instructions are clearly set out as: "*whether or not the DCO can reasonably or lawfully be granted in the terms sought, so far as relates to the Starr Gate and Squires Gate Lane plots*".
- 2.3 Counsel's view, and consequently the Council's position with respect to Article 29, has not changed. The Examining Authority are referred to a further advice from Mr. Edwards attached at **Appendix 1**.
- 2.4 The Council's practical concerns regarding the operation of Article 29 over the Starr Gate accessway have been, to a large extent, resolved by the adoption of the access road as public highway and the subsequent amendments to Article 29 provided by the Applicants at Deadline 6 (described in more detail below).

3. **Starr Gate Access, including the slipway, Squires Gate intersection and St Annes beach frontage.**

- 3.1 The Starr Gate Access, comprises the access road from the intersection at Squires Gate Lane to the slipway onto St Annes beach, and along the beach frontage; identified in the Applicants' Land Plans as Plots 02-007 to 02-012. The Council appreciate the removal of the Squires Gate intersection and Starr Gate access road from the ambit of Article 29 with drafting submitted at Deadline 6. The only point outstanding is that of the slipway (being the beach access at the end of Starr Gate access road), and the beach frontage along St Annes beach which remain subject to Article 29.
- 3.2 In summary, it is submitted to the Examining Authority that in accordance with the opinions submitted from Douglas Edwards KC unrestricted rights of temporary possession may still be acquired by the Applicants over the slipway and beach foreshore, through the Deadline 6 version of the DCO, which is unlawful. The Council remain concerned as rights of temporary possession may override use of the slipway and beach foreshore by the public (including vulnerable persons) and emergency services.
- 3.3 Additionally, the public have had unfettered use of these areas for decades if not centuries. Therefore the Council consider that the public interest tests are not met in

that the acquisition involves the overriding of a rightfully acquired public interest by a private interest, where there is no evidence that such overriding is necessary or proportionate in terms of the use proposed in the oCTMP. Consequently the Council request that the DCO is amended to include exclusion of the slipway and beach frontage from Article 29, a lawful amendment for the Council to request, and in keeping with their duties under the Equalities Act 2010.

4. **Deadline 7 updates to the Council's Statement of Common Ground**

4.1 The Council recognise and are grateful for the time taken by the Applicants' team to resolve matters under the Statement of Common Ground updates to the Deadline 7 Statement of Common Ground are set out below:

4.2 The following update is submitted as 'Agreed':

Traffic and Transport: Rows TT.11 and TT.13

Following amendments submitted to the Examining Authority by the Applicants at Deadline 6, and the change request at Deadline 5 the Council consider that there are likely to be no significant adverse effects on traffic highways within the Council's administrative area from implementation of the Proposed Development.

Land Use and Recreation: Row LUR.16

The Council is now content with the PRow Management Plan [REP6-087](#) is not required to regulate the closure of the Lancashire Coastal Path and National Cycle Route 62, which have also been removed from the relevant Schedules of the DCO.

Economic Development and Tourism: Rows SE.7 and SE.9

The Council is now content that there are likely to be no significant residual effects on socio-economic receptors within the Council's administrative area from the development of the Transmission Assets, and that further mitigation is likely not required.

4.3 The following update is submitted as 'Not Agreed, but not material':

Economic Development and Tourism:

The Council maintain that the tourism assessment should have been undertaken at both a local and regional level to meet the requirements of NPS EN-1. However, it is recognised that the part of the Starr Gate accessway by which the Applicants may previously have restricted pedestrian access to the promenade and vehicular access north and south and along Squires Gate Lane is now not included in the temporary possessory powers of the Applicants under the DCO. Consequently this matter is no longer a concern to the Council and no further assessment which includes potential mitigations are required.

4.4 Unfortunately the following points remains as 'Not Agreed':

Land Use and recreation

Following amendments submitted to the Examining Authority by the Applicants at Deadline 6, the Council's remaining concerns relate to the exercise of exclusionary temporary possessory powers over the Starr Gate slipway and St Anne's beach for the reasons expressed in the advice notes of Douglas Edwards KC, and set above in these submissions. The Council does not consider that these effects and consequential mitigations have been properly assessed by the Applicants. Consequently the Council cannot be satisfied that there will be no significant effects are arising from the implementation of the Proposed Development.

Blackpool Borough Council commercial and land interests associated with Airport Operations:

The Council does not consider due regard has been had to the proposed Solar Farm at the Blackpool Airport, which has been the subject of consultation and engagement since March 2023. Further comment is set out below. A screening opinion has been requested and issued, funding allocated, and business cases developed based on the provision of a solar farm on this site.

Article 29 of the DCO:

The amendments provided at Deadline 6 by the Applicants with respect to the Starr Gate access road are welcomed by the Council and go a long way to resolving the Council's practical concerns. The Council and Applicants remain of differing opinions as to the operation of Art. 29, which remains applicable to the Starr Gate Slipway and St Annes Beach (Land plot 02-007). The Council remains concerned re-garding the potential for the Applicants to take unrestricted access of this land, and it is hopeful that this can be addressed through the ongoing land agreement negotiations.

5. Engagement:

- 5.1 It is regrettable that, as evidenced by the Summary of Negotiations prepared by Mr Peter Roberts, meaningful engagement by the Applicants only commenced following Compulsory Acquisition Hearing 3 ('CAH3') and deadlines committed to by the Applicants at CAH3 have not been adhered to.
- 5.2 Nevertheless, the Council and BAPL are pleased to advise that the Applicants are now engaging with, albeit not necessarily accepting, the Council's concerns and requirements, and, notwithstanding the impending closure of the Examination process, the Council and BAPL are focused on negotiating and completing terms with the Applicants.
- 5.3 In this regard, the Council and BAPL remain firmly of the view that it should be possible for agreement to be reached whereby the Applicants can implement their proposed schemes without any need to for them to retain and benefit from or exercise compulsory acquisition powers in respect of interests held by the Council or BAPL. However, there are points of principle which should have been addressed by now that are yet to be accepted by the Applicants hence the Council and BAPL's remain uncertain that agreement will ultimately be reached in respect of each issue.

- 5.4 The Applicants have agreed with the Council and BAPL to separate out these discussions into three main areas of land as follows:
- 5.4.1 Starr Gate slipway and St Annes beach frontage.
 - 5.4.2 St Anne's beach landfall; and
 - 5.4.3 Blackpool Airport.
- 5.5 The Council have clearly set out the structure of the agreements it is willing and able to enter into in the case of each land holding. The Council must have regard to its public duties (inclusive of the Public Sector Equality Duty) and statutory requirements which includes the need to protect future development that is in the interests of the local community and general public.
- 5.6 A schedule of the land negotiations between the parties was submitted at Deadline 6 [REP6-210](#) and an updated summary of engagement has been provided by Mr. Peter Roberts on behalf of the Council and BAPL at Deadline 7 of this Submission to account for the meetings on 27 October 2025 and 28 October 2025.
- 5.7 Not surprisingly, bearing in mind the lateness of engagement by the Applicants, there are significant differences between the parties that remain to be resolved. In this regard, the Applicants have only recently engaged properly in respect of the design of their proposed schemes and co-existence with the Council's Solar Farm development although, as has previously been pointed out, the Applicants have been aware of the Council's intentions since at least 2023.
- 5.8 Whilst the Council and BAPL welcome the Applicants' work since CAH3 in carrying out further design refinement and presenting "worst case" scenarios that significantly reduce the area of sterilisation over the land within the Airport, these designs remain indicative and need to be finalised, and the Council requires a binding commitment from Applicants that they will restrict their schemes accordingly.
- 5.9 Without this commitment the Council is unable to secure funding for their Solar Farm development, as lenders will consider the risk of the Applicants amending their schemes such that there will be an adverse impact on the Solar Farm viability to be too great. Similarly, the Council requires certainty in order to submit a planning application the variation of which to address minor variations in the Applicants schemes is achievable through a NMA or S73 application.
- 5.10 In essence, the Council requires certainty and binding commitments from the Applicants such that a viable Solar Farm together with the associated public benefits can be delivered at the earliest opportunity.
- 5.11 Unfortunately, the Council are currently of the view that, whilst agreements in respect of Starr Gate and the St Anne's Beach landfall should be achievable, subject to the matters detailed below being resolved, it is unlikely that full agreement will be reached in respect of the land within the Airport boundary prior to submission of the Examining Authorities report to the Secretary of State.

6. Status update on discussions on the land agreements:

Starr Gate slipway and St Annes Beach frontage:

- 6.1 The Applicants agreed, at the meeting dated 28 August 2025 to provide Heads of Terms in respect of a Banksperson/Traffic Management agreement by 11 September 2025 in accordance with the principles discussed and verbally agreed at that meeting.
- 6.2 In the absence of any Heads of Terms being received, the Council issued its own Heads of Terms on 29 September 2025. No comments have been received on these Heads of Terms from the Applicants.
- 6.3 The Applicants were provided with another copy of the Council's Heads of Terms at CAH3 and undertook to respond the following week. No response was received.
- 6.4 Dalcour Maclaren (for the Applicants) issued alternative Heads of Terms to the Council team in the evening on Monday 27th October. Whilst it was claimed that regard had been had to the Council's Heads of Terms, those issued by the Applicants disregard most of the key points set out in the Council's Heads of Terms and sought to close Starr Gate to users other than the Applicants' contractors. A number of these key points seek to ensure that the Council its meet its public duties (inclusive of the Public Sector Equality Duty) and statutory requirements.
- 6.5 The Council have been clear from the outset that access over Starr Gate must be available to the emergency services, vulnerable persons, staff at the Starr Gate depot and members of public at all times including during the implementation of the Applicants' developments. The Council is unable, under any circumstances, to allow the Applicants to restrict access to their contractors only. This point was stressed at length during CAH3. Yet the Heads of Terms issued by the Applicants include a requirement of 'unrestricted access'.
- 6.6 Furthermore, the Council requires express indemnification against any claims that may be brought by Third Parties as a result of the use of Starr Gate by the Applicants together with sufficient notice and ability to enforce repair of any damage arising.
- 6.7 The Heads of Terms issued by the Applicants fall significantly short of the terms issued by the Council and no credible explanation has been provided by the Applicants as to why the Council's Heads of Terms should not be agreed. It is notable that the Applicants' have not claimed that the Council's approach is unreasonable.
- 6.8 These, and other issues, were discussed with the Applicants' representatives on 28 October 2025 and the Council trusts that the Applicants will reconsider their position and agreement can now be finalised.

Sand Dunes

- 6.9 The Applicants agreed, at the meeting dated 28 August 2025 to provide Heads of Terms in respect of easements for the cables. The Applicants discussed this matter with the Council at the CAH3 and it was expected that Heads of Terms would follow. Nothing was received.

- 6.10 Further discussions took place at a meeting dated 21 October 2025 and the Applicants, again, undertook to issue Heads of Terms. Nothing was received. The Council was advised at the meeting on 21 October 2025 that Heads of Terms would be issued by the end of the week.
- 6.11 At present, there are no Heads of Terms, other than those issued in March 2025 which comprise a generic template that was not fit for purpose, for the Council to consider.
- 6.12 Based on the Council's understanding, as informed by the Applicants at the meetings listed above, it should be possible to agreed terms. However, until and unless the Applicants issue Heads of Terms the Council cannot comment further.

Blackpool Airport Land and the proposed Solar Farm

- 6.13 There are two issues that are of prime concern to the Council and the BAPL as set out below:
- 6.13.1 The extent of permanent sterilisation arising from the cables and Jointing Bays; and;
- 6.13.2 The extent of temporary sterilisation caused by the use of land within the Airport boundary by each Applicant separately for use as Construction Compounds thereby preventing the implementation of the Solar Farm.
- 6.14 The position in respect of the interaction between the Applicants' positioning of the cables and Jointing Bays relative to the Council's Solar Farm has been set out in detail previously hence the Council have not repeated the full position in this submission. However, the point remains that, despite the Applicants being fully aware of the Solar Farm scheme, it is only following the CAH3 that real progress has been made in respect of design matters.
- 6.15 In this regard, the Applicants finally shared a proposed indicative layout with the Council and BAPL at a meeting on 21 October 2025 with a follow up meeting on 27 October 2025. A "Shapefile" has also been provided. In this context, it was agreed on the 28 October 2025 that a workshop would be arranged for mid-November to enable the respective engineers to develop detailed design interfaces. As such, resolution of this issue remains uncertain.
- 6.16 From the Council's perspective, the Solar Farm needs to be of a certain size and capacity to be sufficiently viable to attract funding hence there remains work to be done to fully assess and understand the implications of the Applicants' designs and proposals on the delivery thereof. Furthermore, the Council requires the Applicants to enter into binding terms in respect of their schemes to provide certainty.
- 6.17 Mr Robert Green has previously set out the importance of the solar farm to the Council, and his oral statements are submitted at Deadline 6 [REP6-209](#).
- 6.18 The Council fully understand that the Applicants require protection for the integrity of their cables, but this cannot at the cost to the public of sterilising land and preventing development and/or leading to abortive cost to be met by the public purse.

- 6.19 With regard to this latter point, the Applicants' agent has advised that any agreement will be on the basis of a single payment at the point of agreement without any ability for the Council to claim additional costs that directly arise as a result of the Applicants' scheme. This is not acceptable to the Council, local residents or taxpayers and the Council must be able to claim any costs that may arise in the future in full accordance with the Compensation Code. In this regard, Guidance is clear that the Applicants must offer financial terms that are at least equivalent to statutory compensation, and it is surprising that the Applicants' agent would seek to limit the Council's ability to reclaim losses, both in respect of damage and value, arising from the Applicants' scheme.
- 6.20 As a bare minimum, the Council and BAPL require a binding commitment rather than statements from the Applicants as to the locations and extent of the cables and Jointing Bays as a matter of priority together with an acceptance that they will pay full compensation to the Council without any restriction. Furthermore, the Council and BAPL require an agreement from the Applicants that they will not exercise any compulsory acquisition powers in respect of any of the Council/BAPL's interests.
- 6.21 If the Applicants are prepared to accept these fundamental points of principle, the Council and BAPL would be hopeful that agreement could be reached that would enable the long-term delivery of both the Solar Farm and the purpose of the Applicants' scheme.
- 6.22 However, whilst progress, albeit belatedly, has been made in respect of the cables and Jointing Bays, very limited progress has been made in respect of the Construction Compounds which are required by the Applicants during the installation works. On the basis of the Council/BAPL's current understanding of construction timing estimates, these compounds will significantly delay and/or interfere with the Council's ability to implement the Solar Farm thereby threatening its delivery.
- 6.23 This further underlines the need for the Council to be able to recover aborted expenditure and losses from the Applicants as and when they become known and it is unacceptable that the Applicant's agents are seeking to limit the Council's ability to reclaim such costs.
- 6.24 From the perspective of the Council and BAPL, the timing of the use of the Construction Compounds are crucial to the Solar Farm scheme, and in turn, to the transformational Silicon Sands project.
- 6.25 The Council hope that the current conflict between the Solar Farm aspirations of the Council, which is of significant public benefit and the implementation of the Applicants' scheme can be resolved but as illustrated above, there are significant issues that have not yet been resolved despite the Council's repeated and sustained attempts to engage with the Applicants.
- 6.26 The Council/BAPL's position remains that the Applicants' scheme remains premature, as evidenced by these outstanding issues, the Applicants have not engaged to the extent expected of them and the attempt by their agents to limit the Council's rightful entitlement to compensation and thereby put the public purse at risk is wholly unacceptable, and not in accordance with the Council's statutory responsibilities.

7. Solar Farm Importance to the wider community

- 7.1 The Council's aspirations for the solar farm form part of the wider Enterprise Zone and consequently supported by Local Plan policy. Silicon Sands which has been registered as a trademark is one of, if not the key economic regeneration project for Blackpool Council and the Lancashire Combined County Authority. It's overriding objective is to leverage the advantage of having a direct transatlantic fibre communication cable alongside a large economic development site with access to sustainable energy to make Blackpool and the Fylde coast economically competitive in the digital age.
- 7.2 The development will be linked to planned airport solar farm development and a large BESS system to maximise use of renewable energy, whilst the first two grid sub stations (at 6mva and 32mva) have been contracted and construction commenced. Refer the summary statement of Robert Green at **Appendix 2** to this Submission.

8. Conclusion

- 8.1 At this late stage of the Examination, and in the absence of any agreement, the Council's concerns remain outstanding. The Applicants have had more than sufficient time to prepare and agree terms in respect of the land holdings relevant to the Council and BAPL the consequence of which is that the temporary and permanent possessory rights remain applicable to land within the Council's ownership.
- 8.2 After the Application has been granted and the authorised project progresses it is usually handed over to a development team which works with the appointed contractors to design and build it. The development team follow and implement the DCO and agreements entered into with affected landowners. In the absence of agreement, the compulsory acquisition powers will be exercised with the likely result that the Solar Farm will not be delivered and it may be many years before the Council/BAPL are able to recover any of the resulting losses to the public through the submission of a compensation claim and, potentially, determination by the Upper Tribunal Lands Chamber.
- 8.3 In this context, it is unlikely that the Council would be able to recover the full loss and the balance would have to be borne by local residents and taxpayers.
- 8.4 The Applicants have placed the Council and BAPL in a wholly unsatisfactory position and the financial risk to the public purse together with the loss of redevelopment opportunities that are in the public interest is not considered to be appropriate. These issues could have been resolved had the Applicants taken the Council's concerns, of which they were fully aware, seriously from the outset.
- 8.5 It is imperative that voluntary agreements are reached in respect of all matters identified within the Council's submissions and the public should not be put at risk of significant cost and loss of development opportunity in the Public Interest as a result of the Applicants' failure to engage and reliance on retaining and exercising compulsory acquisition powers.

APPENDIX 1 -
Douglas Edwards KC Advice Note

**THE MORGAN OFFSHORE WIND PROJECT AND MORECAMBE OFFSHORE
WINDFARM: TRANSMISSION ASSETS ORDER (DRAFT)**

FURTHER ADVICE

1. I have given advice on previous occasions to Blackpool Council in respect of the powers sought to be taken by the Applicants through the above draft DCO over Starr Gate Lane. I understand that my earlier written advice is before the Examining Authority and the Applicants.
2. The Applicants, on 22 October 2025, provided a response to my written advice of 22 September 2025. I have been asked to review and to advise in respect of the Applicants' response.
3. I have reviewed that response. It does not change my view or my advice to the Council that the powers sought by the Applicants in respect of Starr Gate Lane exceed what is required and to confer those powers would be unlawful.
4. Since I gave written advice on 22 September 2025, part of Starr Gate Lane has been adopted by the Council as highway maintainable at public expense. As I understand, the Applicants now propose, by modification to the draft DCO, to exclude those parts of Starr Gate Lane from the scope of the power sought by Article 29 (the power to take temporary possession). Indeed, to do so is consistent with the Applicant's acceptance that those powers of and consequential on the taking of temporary possession are not necessary in respect of those parts of Starr Gate which were already public highway, namely plots 02-007(i), 02-008, 02-008(i), 02-009, 02-010, 02-011 and 02-012 (see Applicants' proposed modification to add Articles 29(6),(7)).
5. Thus, the issue now relates largely to the slipway at the western end of Starr Gate Lane. That slipway is used currently by a range of recreational or other uses.
6. The stated and intended use of the slipway and Starr Gate Lane more generally by the Applicants is well established; it will be occasional use by light vehicles, essentially. The Applicants have made clear that it does not consider it necessary

to exclude other uses of the slipway or of Starr Gate Lane or to execute any works thereon.

7. However, the Applicants continue to seek a right for it to take temporary possession of the slipway and thereby to exercise the powers conferred by Article 29(1) over it. There is and remains an obvious mismatch between the Applicants' stated intentions and proposed use of the slipway and what it seeks by way of the power to take temporary possession of it. The Applicants' intentions and proposed use simply do not justify the extent of powers sought and, I note, the Applicant has essentially accepted as much in para. 2.1.1.5 of its response of 22 October 2025.
8. As a matter of law, if the DCO remains as currently drafted the Applicants will have power to take temporary possession of the slipway and to exercise over it the full powers conferred by Article 29(1). There is no limitation to this and there is nothing in the wording of the DCO that suggests that the term "possession" as used in the DCO carries other than its normal meaning. The Applicants will also have the right, consequent on the taking of temporary possession, to exclude other users by operation of Article 24(5),(6). On its own evidence, such powers exceed what is necessary for the Applicants' intended limited use of the slipway and, as such, those powers are not justified.
9. Nothing in the Applicants' response of 22 October 2025 provides any proper or convincing justification for a contrary conclusion. For completeness, to seek the powers that the Applicants do to address the potential in future for the slipway to be used differently to the manner in which it is currently used is no answer to the point; in the event that this were to happen and this were to interfere with rights conferred by the DCO, then this would be remedied in the usual way by a private law action at the time. The (remote) possibility of use of the slipway changing as the Applicants suggest does not justify what is now sought.
10. It remains the case that the position is straightforwardly resolvable by inclusion within the DCO of a clause which limits the exercise of temporary possession of the slipway to preclude the displacement of others with a right to use the facility (see para.10 of my advice of 22 September 2025). I advise, again, accordingly.

DOUGLAS EDWARDS KC



Francis Taylor Building, Temple, London EC4Y 7BY.

29 October 2025.

APPENDIX 2 -

Summary Statement of Robert Green regarding the Silicon Sands Development and associated Solar Farm

1. The 'Silicon Sands' development will comprise of a series of mid- range (6-30mva) data centres utilising the latest pioneering low carbon technologies and is located at Blackpool Airport Enterprise alongside new office and commercial premises configured to attract digital industries – in so doing it will grow and diversify the local economy and help grow and retain local skills. The reuse of heat from data centres will support an extensive district heating system to reduce operating costs of public buildings and particularly help alleviate widespread fuel poverty across the Fylde Coast. The development will be linked to planned airport solar farm development and a large BESS system to maximise use of renewable energy, whilst the first two grid sub stations (at 6mva and 32mva) have been contracted and construction commenced.
2. The first phase of Silicon Sands will comprise a 6000mw data centre as a Technology Exemplar, an outline planning application for this project which has secured a £2m grant from the Lancashire Devolution programme, will be submitted imminently to Fylde Borough Council whilst a procurement process to select investor/ developer operators for the exemplar is underway and will conclude in early 2026, with anticipated private sector investment in the range £60-80m. The Technology Exemplar will also support digital start up accommodation and specialist low carbon data centre research and development facilities for a leading northwest university.
3. The ambition for Silicon Sands stretches beyond the immediate Enterprise Zone site which will be released for development by relocating aging aviation infrastructure at Blackpool Airport, and will encompass a range of larger Data centre developments at locations across the Fylde coast Peel Park in Fylde and Hillhouse EZ in Wyre. Discussions are also ongoing to progress proposals for a 500mva hyperscale data centre, which will be dependent on securing adequate grid power connections. These planned developments form part of a current bid to Department of Science Innovation and Technology (DSIT) for AI Growth Zone status. Initial Economic impact assessments indicate that if fully implemented the AIGZ has the potential to support approaching 14,000 new high quality jobs and cumulative GVA between £6-14 billion.
4. In parallel with the development of Silicon Sands/AIGZ work is progressing to secure significant upgrades in the grid power capacity and connectivity across the Fylde coast with potential for large scale energy storage facilities to assist in balancing the grid and reducing the waste of resource in making curtailment payments to wind farm operators when output exceeds demand.

Robert Green

29 October 2025