

John Wheadon
Head of Energy Infrastructure Planning
Delivery and Innovation
Dept of Energy Security and Net Zero
3-8 Whitehall Place
London
SW1A 2AW

██████████
██████████@lancashire.gov.uk

EN020032

LCC/DM/NSIP/EP

13/04/2026

Dear John,

Planning Act 2008 and The Infrastructure Planning (Examination Procedure) Rules 2010 Application by Morgan Offshore Wind Limited and Morecambe Offshore Windfarm Limited (“the Applicants”) for an Order granting Development Consent for the proposed Morgan and Morecambe Offshore Wind Farms Transmission Assets (“the Proposed Development”)

REQUEST FOR INFORMATION

Thank you for your request for information from the county council dated 12th March 2026 regarding the above application.

In relation to paragraph 26 Flooding I can confirm that the Applicants and Lancashire County Council have reached agreement on Protective Provisions being included in the draft DCO (in the form submitted during examination at Deadline 6 [REP6-013, Schedule 10 Part 10]) subject to an agreed proposed Amendment to Article 7 of the draft Development Consent Order (shown in the Schedule of Changes submitted with this response) relating to a technical modification of Section 64 of the Land Drainage Act 1991. This change to Article 7 is the insertion of a new sub-paragraph (3) as follows:

(3) Section 64 of the Land Drainage Act 1991 is modified so as to read for the purposes of this Order only as if the following were inserted at the end of sub-paragraph (1)(a)—

“or, as the case may be under the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•]”.

If you require any further information or clarification, please do not hesitate to contact me.

Yours sincerely



Head of Environment

Draft Development Consent Order – LLFA Excerpts

DCO Article

Application and modification of legislative provisions

7.— (1) The following enactments do not apply in relation to the construction of any work or the carrying out of any operation for the purpose of or in connection with, the construction of the authorised project or any maintenance of any part of the authorised project—

- (a) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw making powers of the appropriate agency) to the Water Resources Act 1991(1);
- (b) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991(2);
- (c) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(3) in respect of a flood risk activity (including works affecting sea defences) only;
- (d) sections 23 (prohibition on obstructions etc. in watercourses) and 30 (authorisation of drainage works in connection with a ditch) of the Land Drainage Act 1991(4); and
- (e) the provisions of the Neighbourhood Planning Act 2017(5) in so far as they relate to the temporary possession of land under articles 29 (temporary use of land for carrying out the authorised project) and 30 (temporary use of land for maintaining the authorised project) of this Order.

(2) Regulation 6 of the Hedgerows Regulations 1997(6) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—

“(k) or for the carrying out or maintenance of development which has been authorised by the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•].”

(3) Section 64 of the Land Drainage Act 1991 is modified so as to read for the purposes of this Order only as if the following were inserted at the end of sub-paragraph (1)(a)—

“or, as the case may be under the Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[•].”

Protective Provisions

PART 1

For the protection of Lead Local Flood Authority

1. The following provisions of this Part of this Schedule apply for the protection of the Lead Local Flood Authority whilst any part of the authorised project is being constructed unless otherwise agreed in writing between the undertaker and the Lead Local Flood Authority.

2. In this Part of this Schedule —

1 1991 c.57 Paragraph 5 was amended by section 100(1) and (2) of the Natural Environment and Rural Communities Act 2006 (c.16), section 84 of, and paragraph 3 of Schedule 11 to, the Marine and Coastal Access Act 2009 (c.23), paragraphs 40 and 49 of Schedule 2 to the Flood and Water Management Act 2010 (c.29) and S.I. 2013/755. Paragraph 6 was amended by paragraph 26 of Schedule 15 to the Environment Act 1995 (c.25), section 224 of, and paragraphs 20 and 24 of Schedule 16, and Part 5(B) of Schedule 22, to the Marine and Coastal Access Act 2009 and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.

2 As substituted by section 31 of, and paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 (c.29) and section 86(1) and (3) of the Water Act 2014 (c.21).

3 2016/1154.

4 1991 c.59.

5 2017 c.20.

6 S.I. 1997/1160

“approved plans” means details of the specified work and includes approved identification of the site, sections, drawings, specifications, and method statements and details of the depth of the top surface of any part of the authorised project within the site and includes any conditions relating to the approved plans (or any variation thereto);

“County Council” means Lancashire County Council or any successor in function or equivalent body;

“construction” includes execution, placing, altering, replacing, relaying, removing and excavation and “construct” and “constructed” are to be construed accordingly;

“LDA” means the Land Drainage Act 1991;

“Lead Local Flood Authority” or “LLFA” means for the administrative area of Lancashire, Lancashire County Council or any successor in function as Lead Local Flood Authority or equivalent body;

“ordinary watercourse” has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

“plans” means full details of the specified work and includes identification of the site, sections, drawings, specifications, and method statements that accord with the requirements of the Lead Local Flood Authority application form and validation checklist (or any variation thereto);

“site” means location or locations of the specified work as identified as an area of land in plans, approved plans, or of works specified in a notice under sub-paragraph 9(4) or revised notice under sub-paragraph 9(5). For avoidance of doubt the site identified in plans submitted in an application may be different from the site identified in approved plans;

“specified work” is any part of the authorised project in, on, under, over an ordinary watercourse within the site to

- (a) erect any mill dam, weir or other like obstruction to the flow of any ordinary watercourse or raise or otherwise alter any such obstruction; or
- (b) erect a culvert in an ordinary watercourse, or
- (c) alter a culvert in a manner that would be likely to affect the flow of an ordinary watercourse.

“works of concern” means, pursuant to paragraph 9(4), any specified work constructed otherwise than in accordance with the plans approved under paragraph 3.

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the Lead Local Flood Authority an application for approval of plans for the specified work and such further particulars as the Lead Local Flood Authority may reasonably request following the receipt of the application. Any such further particulars shall form part of the application.

(2) The Lead Local Flood Authority shall decide if the application is valid and if so note the ‘date of confirmation of a valid application’. The Lead Local Flood Authority shall then process and consider approval or refusal of the plans for the specified work and notify the undertaker. For avoidance of doubt the plans submitted in an application may be different from the plans as approved.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved pursuant to paragraph 7 and sub-paragraphs 3(1) and (2), or determined under paragraph 14 of this Part of this Schedule.

4. Any approved plans remain valid for a maximum of one calendar year from the date plans are approved.

5. After approval of the plans has been given, the undertaker must give—

- (a) to the Lead Local Flood Authority not less than 14 days’ notice in writing of its intention to commence construction of the specified work referred to in the approved plans; and
- (b) notice in writing of completion of that specified work not later than 14 days after the date on which it is completed.

6. Any specified work must not be constructed except in accordance with approved plans determined under paragraph 3 or deemed approved under paragraph 7.

7. Any approval of the LLFA given under paragraph 3—

- (a) must not be unreasonably withheld or delayed;

- (b) is deemed to have been given if it is neither given nor refused within two calendar months of the submission of the plans for approval or any further particulars requested, and
- (c) may be given subject to such conditions as the LLFA may reasonably require.

8. Any refusal under paragraph 3 must be accompanied by a statement from the LLFA with detailed reasons for refusal.

9.—(1) any specified work must be constructed in accordance with approved plans and to the reasonable satisfaction of the LLFA, and an officer of the LLFA is entitled to watch and inspect the construction and its related effect on the watercourse and land.

(2) Notwithstanding the disapplication of section 23 of the LDA under article 7(1)(b) of this Order, section 24 of the LDA shall continue to apply. For the purposes of interpretation of the LDA and this part 10 of Schedule 10, reference in s24(1) to actions in contravention of s23 shall be read as reference to works of concern arising from contravention of any approvals and conditions of a specified work. The powers of the LLFA conferred under s24(4) in respect of remedying a contravention of or failure to comply with any notice served under s24(1) shall be read to apply to the notice(s) served by the LLFA under paragraphs 9(4) and 9(5). For the avoidance of doubt the LLFA and its officers and representatives shall be entitled to, at all reasonable times (after producing, if so required a duly authenticated document showing their authority)—

- (a) enter any land for the purpose of exercising any functions under the Land Drainage Act 1991 of that authority;
- (b) without prejudice to paragraph 9(2)(a) above, enter and survey any land (including the interior of any mill through which water passes or in connection with which water is impounded) and may take with said officer(s) or representatives such other persons and such equipment as may be required by the LLFA and take levels of the land and inspect the condition of any specified work on it and adherence to approved plans or conditions and to enter to carry out default works and associated works and actions under paragraph 9(7) hereof;
- (c) inspect and take copies of any Acts of Parliament, awards or other documents which—
 - (i) are in the possession of any internal drainage board, local authority or navigation authority;
 - (ii) relate to the drainage of the land; or
 - (iii) confer any powers or impose any duties on that authority.

(3) The LLFA shall provide prior notification of its intention to act under paragraph 9(1) and 9(2) where practicable;

(4) If all or any part of a specified work carried out under approved plans is constructed otherwise than in accordance with the approved plans or conditions, the works shall become “works of concern” and the LLFA may by notice in writing require the undertaker within the time limits set by the LLFA stated in the notice, being not less than 28 days (unless there is an emergency in which instance the time limits may be a period of less than 28 days), at the undertaker’s expense, to execute or carry out actions or works so that the specified work or works of concern shall comply with the approved plans or the conditions issued under paragraph 7(c) above or to undertake works to remove, alter, repair or pull down the works of concern and, where removal is required, to restore the site to its former condition to such extent and within such limits as the LLFA reasonably requires. Issues of safety, environmental protection and flood risk management assessed as such by the LLFA shall always constitute emergency under this sub paragraph.

(5) Where the undertaker disagrees with the content of the notice served under sub-paragraph 9(4), the undertaker must notify the LLFA of such disagreement within 7 days from receipt of the notice and the undertaker and the LLFA must use reasonable endeavours to reach agreement on the contents of the notice within 14 days of such notification. If agreement cannot be reached, the undertaker must comply with the original notice, or invoke the arbitration procedure pursuant to paragraph 14 below. If agreement is reached, the LLFA will issue a revised notice and the undertaker must comply with such revised notice within the time limits set by the LLFA stated in the revised notice, being not less than 28 days unless there is an emergency in which instance the time limits may be a period of less than 28 days. Issues of safety, environmental protection and flood risk management assessed as such by the LLFA shall always constitute emergency under this sub paragraph.

(6) Where the notice under 9(4) relates to an emergency (namely issues of safety, environmental protection and flood risk management assessed as such by the LLFA) the provisions of sub paragraph 9(5) shall not apply.

(7) Subject to sub-paragraph 9(8) and paragraphs 10 and 11, where the undertaker has failed to comply with the requirements of the notice or the revised notice issued under sub paragraphs 9(4) or 9(5) or any arbitration decision within the time limits in the notice or arbitration decision or to make reasonable progress towards the compliance thereof as assessed by the LLFA, the LLFA may execute the works specified in the notice or arbitration decision (“default works”) and / or take such action as may be necessary to remedy the effect of the contravention or failure; and recover the expenses reasonably incurred by them in doing so from the undertaker.

(8) Subject to the parties first attempting to reach agreement under sub-paragraph 9(5), in the event of any dispute as to whether a notice under sub-paragraph 9(4) or revised notice under sub-paragraph 9(5) is properly applicable to any specified work or works of concern, or as to the reasonableness of any requirement of such a notice, the LLFA must not except in an emergency exercise the powers conferred by sub-paragraph (7) until the dispute has been finally determined in accordance with paragraph 14. Issues of safety, environmental protection and flood risk management assessed as such by the LLFA shall always constitute emergency under this sub paragraph.

(9) If, during the operational lifetime of the authorised project, the LLFA carries out any works or makes any alterations or additions, either permanent or temporary, to the ordinary watercourse located at the site or sites identified in approved plans for specified work on said watercourse (other than when carrying out enforcement or in an emergency) which are likely to:

- (a) increase the depth of the bed of the ordinary watercourse;
- (b) decrease the depth of the bed of the ordinary watercourse; or
- (c) have an adverse effect (more than de minimis) on the performance of the authorised project if reasonably able to be known by the LLFA at the time of the works by the LLFA referred to in this sub paragraph,

the LLFA must provide proper and sufficient plans to the undertaker and must not commence such works until plans of that work have been approved in writing by the undertaker or settled pursuant to paragraph 12, such approval not to be unreasonably withheld or delayed. Issues of safety, environmental protection and flood risk management assessed as such by the LLFA shall always constitute emergency under this sub paragraph. The LLFA will notify the undertaker where enforcement or emergency works have been carried out as soon as practicable after the event.

10. The undertaker must pay costs, charges and expenses including legal costs which the LLFA may reasonably incur—

- (a) in the examination or approval or refusal of plans under this Part of this Schedule; and
- (b) in the inspection of:
 - (i) the site;
 - (ii) construction of the specified work under approved plans pursuant to clause 9(1);
 - (iii) specified work following construction; and
 - (iv) works of concern under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the LLFA which are reasonably required in connection with the construction of the specified works; and
- (d) work by the LLFA in connection with and consequent to issuing a notice under sub-paragraph 9(4) or revised notice under sub-paragraph 9(5).

11.—(1) The undertaker shall indemnify the LLFA against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings against the LLFA paid or incurred by the LLFA including for the avoidance of doubt fines, penalties, enforcement actions and remediation costs arising out of any breach or non-observance by the undertaker of its obligations under this Part of the Schedule and including without limitation any negligent or defective design or construction of the specified work or negligent or defective work following a notice under sub-paragraph 9(4) or 9(5) and any claims for injury or damage arising out of or consequent upon the entry and survey and default works by the LLFA. This

indemnity shall not apply in respect of any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any negligence of the LLFA, its officers, servants, contractors or agents, where acting within the scope of their authority, employment or engagement. Both the LLFA and the undertaker will take reasonable steps to mitigate any such actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings.

(2) The undertaker shall (subject to sub-paragraph (4)) indemnify the LLFA in respect of any claims arising out of, in connection with or incidental to, the carrying out of the specified work or work following a notice under sub-paragraph 9(4) or sub-paragraph 9(5) and their subsequent maintenance or use.

(3) The indemnity contained in this clause 11 includes but is not limited to—

- (a) all fees incurred by claimants which the County Council is obliged to pay, and those of the County Council or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);
- (b) statutory interest payments to claimants and their professional advisors; and
- (c) the County Council's reasonable and proper legal costs in making the compensation, fees and interest payments.

(4) The County Council agrees to—

- (a) notify the undertaker as soon as reasonably practicable upon becoming aware of any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities or proceedings under sub-paragraph 11(1); and
- (b) keep the undertaker reasonably informed of all progress of which it is, or becomes, aware of in connection with that matter and of any proposed settlement.

12.—(1) Notwithstanding article 43 (service of notices) of this Order, any notices given by post shall be addressed as follows—

- (a) For the LLFA to the Manager of the Lead Local Flood Authority at PO Box 100 County Hall Fishergate PR1 0LD for the LLFA;
- (b) For Morgan Offshore Wind Limited: Chertsey Road, Sunbury On Thames, Middlesex, TW16 7BP; and
- (c) For Morecambe Offshore Windfarm Ltd: Morecambe Offshore Windfarm Ltd, 4th Floor, 115 George Street, Edinburgh, Midlothian, Scotland, EH2 4JN;

(2) Notwithstanding article 43 (service of notices) of this Order, where a notice or document is served by electronic transmission, it shall be addressed as follows:

- (a) For the LLFA: SUDS@lancashire.gov.uk;
- (b) For Morgan Offshore Wind Limited: as notified to the LLFA; and
- (c) For Morecambe Offshore Windfarm Ltd: as notified to the LLFA.

13. The fact that any work or thing has been executed or done by the undertaker in accordance with plans approved or deemed to be approved by the LLFA, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

14. Any dispute arising between the undertaker and the LLFA under this Part of this Schedule is to be determined by arbitration under article 46 (arbitration).