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Head of Energy Infrastructure Planning Delivery & Innovation
Department of Energy Security and Net Zero
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Your Ref: EN020028

Our Ref: 2010002-81
Please quote this when replying

Date: 13 April 2026

Please ask
for:

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BY EMAIL TO:
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Dear Mr Wheadon

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 – Reference EN020028

Submission on behalf of Blackpool Borough Council, Blackpool Airport Properties Limited, and Blackpool Airport Operations Limited

1. We write on behalf of Blackpool Council, and Blackpool Airport Operations Limited and Blackpool Airport Properties Limited (the latter entities collectively referred to as ‘Blackpool Airport’) further to the information request by the Secretary of State dated 12 March 2026, and the application by Morgan Offshore Wind Limited and Morecambe Offshore Windfarm Limited (following the withdrawal of Morgan OWL, Morecambe OWL is referred to in the singular as “the Applicant”) for an Order granting Development Consent (“DCO”) for the proposed Morgan and Morecambe Offshore Wind Farms Transmission Assets (“the Proposed Development”).
2. Blackpool Council and Blackpool Airport provide below the requested update to the ongoing land agreement negotiations with the Applicant. For the reasons outlined in this letter, Blackpool Council and Blackpool Airport respectfully request that protective provisions are included in the DCO to protect the safe and efficient operation for the Blackpool Airport. To this end, proposed drafting for such protective provisions is **appended** to this letter.

Update on negotiations relating to (i) temporary possession powers in respect of the access to St Annes Beach via Starr Gate, and (ii) rights sought by the Applicants over the Blackpool Airport site

3. Blackpool Council and Blackpool Airport have engaged in discussions with the Applicant to resolve material outstanding points with the purpose of entering into, or agreeing heads of terms in respect of, three land

agreements over land in the ownership of Blackpool Council and Blackpool Airport. The required land agreements are to cover:

- 3.1. An access agreement over the Starr Gate Access slipway, Blackpool;
 - 3.2. An option for a deed of easement in respect of the St Annes Dunes (dealing with both access to St Annes Dunes during the carrying out of the Proposed Development and an easement to retain and operate equipment once the Proposed Development is energised); and
 - 3.3. Agreement to enable the undertaker access and use of land within the Blackpool Airport boundary to construct, operate and maintain the development under the DCO.
4. In relation to the Starr Gate slipway and the St Annes Dunes the parties have been unable to align on matters which the Council and Blackpool Airport consider to be fundamental to an acceptable commercial agreement, including:
- 4.1. The sum and basis of the liability cap and related insurance;
 - 4.2. EMF study and mitigations;
 - 4.3. The extent of termination rights; and
 - 4.4. The scope of retained CA powers despite entry into a voluntary agreement.
5. The parties held their last 'all parties' meeting on 16 December 2025. There has been limited progress since this date to finalise any of the land agreements. The lack of progress and materiality of the outstanding points leave Blackpool Council and Blackpool Airport concerned that the DCO if granted will significantly interfere with the rights of operations of Blackpool Airport and will adversely affect the continued safe and efficient operation of Blackpool Airport. Of particular concern to Blackpool Council and Blackpool Airport is the lack of an EMF study, assessing the potential impacts to the continued safe and efficient operation of the Airport and its users (public, military, off-shore gas rig support and emergency services), and informing the requisite protective measures to be incorporated by the undertaker.
6. In the meantime, Morgan Offshore Wind Limited have issued an exit notice from the co-operation agreement entered into with Blackpool Airport. Blackpool Airport (as operator and a landowner) and Blackpool Council (as sole shareholder and a landowner). Blackpool Council and Blackpool Airport have not received reassurances that the agreed mitigations, studies (including EMF), project management and mitigation assessment costs and CAA approvals will be in place prior to commencement, and all expenditure will be provided by Morecambe and forward funded with no detriment to the Airport or Council budgets.

7. Consequently, Blackpool Council and Blackpool Airport respectfully request that protective provisions be included in the Development Consent Order (if granted), to ensure the continuous, safe and efficient operation of the Airport. Currently the safe and efficient operation of Blackpool Airport has not been secured through voluntary agreements between the parties, and no EMF study has materialised to enable a comprehensive understanding of the required mitigations which will result from implementation of the Development. To this end, proposed drafting for such protective provisions is appended to this submission.

Yours

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Solicitor (NZ Qualified)

for DWF Law LLP

Appendix – Proposed Protective Provisions for Blackpool Airport

PART X

FOR THE PROTECTION OF BLACKPOOL AIRPORT

1. The following provisions of this Schedule have effect to safeguard the operations of Blackpool Airport (being Blackpool Airport Operations Limited (BAOL) and Blackpool Airport Property Limited (BAPL), and for the benefit of the parent company Blackpool Borough Council (Blackpool Council)), unless otherwise agreed in writing.

2. In this Part—

“Authorised Development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised development and the construction of any works authorised by this Order;

“Blackpool Airport” means the airport operating at Fylde, Lancashire;

“CAA” means the Civil Aviation Authority or any successor body to its functions;

“Commence” and “Commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, groundwork operations or the receipt and erection of construction plant and equipment.

Specified Works

3. Unless otherwise agreed in writing, the undertaker must not

(a) Commence the Authorised Development in respect of Blackpool Airport or energise the Authorised Development except with the written approval of BAOL and Blackpool Council; and

(b) exercise any power under this Order in a manner which would compromise the safe and efficient commercial operation of the Blackpool Airport.

4. The undertaker must, Commence, operate and maintain the Authorised Development in accordance with CAA approvals, and construction and access documentation which must be agreed in advance by BAOL, BAPL and Blackpool Council, and when requested to do so to provide a complete set of agreed construction and access documents to the requesting party, and CAA approved mitigations must be secured permanently to ensure the continued safe and efficient commercial operation of Blackpool Airport.

Indemnity

5. If by reason of the Authorised Development there is any material interruption in any service provided by BAOL, the undertaker must—

(a) pay the cost reasonably and properly incurred by BAOL or Blackpool Council in restoring the services of BAOL; and

(b) make reasonable compensation to BAOL or Blackpool Council for any other direct expenses, loss, damages, penalty or costs reasonably and properly suffered or incurred and documented, by reason of any such damage or interruption to BAOL services.

Nothing in sub-paragraphs (a) or (b) imposes any liability on the undertaker with respect to any damage or interruption to the extent it is attributable to the act, neglect or default of BAOL or Blackpool Council, its officers, servants, contractors or agents.

Co-operation

6. The undertaker and BAOL, BAPL or Blackpool Council must each act in good faith and use reasonable endeavours to co-operate with and provide assistance to each other as may be required to give effect to the provisions of this Part.

Arbitration

7. Any difference or dispute arising between the undertaker and BAOL, BAPL or Blackpool Council under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and BAOL, BAPL or Blackpool Council, be determined by arbitration in accordance with article 46 (arbitration).