

**From:** [REDACTED]  
**To:** [Mona Offshore Wind Project](#)  
**Cc:** [Stephens, Jake](#)  
**Subject:** RE: Response to Promoter's Points made at Hearing of 17/10/2024  
**Date:** 03 December 2024 14:30:40  
**Attachments:** [241203\\_RESPONSE\\_TO\\_PROMOTER\\_DOC\\_NO.\\_MOCNS-J3303-DMC-10372.pdf](#)

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FAO of Caroline Jones, Inspector

MNOW-AFP079: MNOW-AFP0129: MNOW-AFP0130: MNOW-AFP0131

Please see Supplementary Written Rebuttal Submissions submitted in response to the Promoter's Document No. MOCNS-J3303-DMC-10372 at Deadline 05 on behalf of PARRY, PARRY, PARRY, and WADE.

Please don't hesitate to let me have queries or if any clarification is required.

Whilst writing I would like to respond to Q2.01 directed to the Objectors in the **ExA's Further Written Questions (ExQ2)** dated 19<sup>th</sup> November 2024.

**Question:**

"Have you got any current, outstanding issues with accessing documents in the Examination Library?"

**Response:**

The relevant documents have been able to be located and accessed in the Examination Library.

The issue however, was always about getting hard paper copies to the older elderly objectors who have vision impairments and are unable to follow a computer screen. The Promoter's approach is and was that, despite it being the initiating party and seeking to benefit from its actions to the detriment of those affected, this difficulty was not their concern at all. On this occasion we have managed to progress matters but feel that due to the gravity of what is proposed for those affected by Compulsory Purchase Orders, if for no other reason than a form of "*equality of arms*" it should be the responsibility of the Promoter to make sure that those affected have every opportunity to understand what is proposed and why, so that they can better contribute to the process.

Yours sincerely

[REDACTED]

Brown Rural Partnership

[REDACTED]

BSc (Hons) MRICS

*For and on behalf of The Brown Rural Partnership LLP*

**Mobile:** [REDACTED] **Email:** [REDACTED] [@brownrural.com](mailto:[REDACTED]@brownrural.com)

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# **PLANNING ACT 2008**

**APPLICATION BY MONA OFFSHORE WIND LIMITED FOR AN  
ORDER GRANTING DEVELOPMENT CONSENT FOR THE MONA  
OFFSHORE WIND PROJECT**

**LAND TO THE EAST OF THE A548**

**COMPRISING**

**PLOTS 06/102 - 06/105 (INCLUSIVE)**

**PLANNING INSPECTORATE REFERENCE NUMBER  
EN010137**

**MNOW-AFP079: MNOW-AFP129: MNOW-AFP130: MNOW-AFP131**

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**SUPPLEMENTARY WRITTEN REBUTTAL SUBMISSION**

**IN RESPONSE TO**

**PROMOTER'S DOC NO. MOCNS-J3303-DMC-10372**

**BY**

**GRIFFITH W. PARRY MRICS**

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**Griffith W Parry MRICS  
Senior Consultant  
Brown Rural Chartered Surveyors  
4B Adams Court  
Adams Hill  
Knutsford  
Cheshire  
WA16 6BA**

## 1.0 Definition /Glossary

1.1 This document uses the same definitions as in the previous Written Submissions. These are as follows:

- Mona Offshore Wind Limited ("**Promoter**")
- Planning Act 2008 (the "**Act**")
- Development Consent Order ("**Order**")
- Mona Offshore Windfarm ("**Scheme**").
- Plots 06-102 to 06-105 inclusive ("**Plots**")
- Mrs HM Parry, Mrs EW Wade, Mr RW Parry and Mr GW Parry ("**Objectors**").
- The Plots and other surrounding land owned by the Objectors ("**Property**")
- Nationally Significant Project ("**NSP**").
- Preliminary Environmental Information Report ("**PEIR**")
- The Gas and Electricity Markets Authority grants ("**GEMA**")
- Distribution Network Operators ("**DNOs**")
- Scottish Power Electricity Networks ("**SPEN**").
- Document Reference S\_D1\_5.6 Document No. MOCNS-J3303-RPS-10277 entitled Appendix to Response to Hearing Action Point: Indicative onshore cable corridor crossing section and trenchless technique crossing long-section ("**Hearing Action Point Submission**")
- Written Submissions of Griffith Parry dated August 7<sup>th</sup> ("**August 7<sup>th</sup> Submissions**")
- Drawing number ED13798-GE-1015 Rev F ("**Drawing**")
- Health and Safety Executive ("**HSE**")
- Written Representations ("**WR**")
- Point of Interconnection ("**POI**")
- Compulsory Purchase Act 1965 ("**CPA1965**")
- Supplementary Written Submissions of Griffith Parry dated August 27<sup>th</sup> ("**August 27<sup>th</sup> Supplementary Submissions**")
- Further Supplementary Written Submissions dated 30<sup>th</sup> September ("**September 30<sup>th</sup> Rebuttal**")
- Expert Working/ Steering Group ("**EWG**")

1.2 New definitions used are:

- COMMENTS ON PROMOTER HEARING (CAH01) POINTS Submitted by Deadline 4 ("**Comments on CAH01 Hearing Points**")
- COMMENTS ON MONA DCO ORDER Submitted by Deadline 4 ("**Comments on DCO Order**")
- CAH01 HEARING POINTS WRITTEN SUMMARY Submitted by Deadline 4 ("**CAH01 Hearing Points Summary**")

## 2.0 Introduction

2.1 These Supplementary Written Rebuttal Submissions are submitted in response to the Promoter's Document No. MOCNS-J3303-DMC-10372. It is recommended that this document be read alongside the corresponding Promoter's document above as this will enable easy and rapid comparison to the points seeking to be addressed in this document.

- 2.2** This document follows the Planning inspectorate's written submission numbering in the document library and the Promoter's numbering convention for the issues.

### **REP3-108.2 – Whether the Promoter has considered Reasonable Alternatives**

The Promoter now seeks to assert that the EWG meetings were merely high level and that the site selection process was “reset” thereby commencing in earnest following the National Grid POI Bodelwyddan decision.

This assertion obviously suits the Promoter's narrative however it is patently incorrect for the following non exhaustive reasons:

- 1) The EWG Minutes (See Appendix 1) do not contain any qualifying caveats and are extremely unambiguous. There is no suggestion that the information presented was an “early indication” or “initial findings” instead the language used throughout is very bold and clear and assertive, for instance:

*“...each POI had several landfall options, except Bodelwyddan, **which has only one landfall option.**”*

Rather than a more non-committal assertion such as:

*“..... except Bodelwyddan, which **is believed to have only one landfall option.**”*

- 2) Dalcour Maclaren commenced landowner contact and land referencing in March 2022 which aligns perfectly with when a Bodelwyddan POI was selected.
- 3) The Promoter, belatedly, now asserts that it simultaneously pressed “reset” and started carrying out an entirely new landfall and onshore route search.
- 4) Table 4.14 in PEIR (pp32-33) shows the 5 landfall zones considered and paragraph 4.8.4.5 of PEIR show how this table shortlisted Llanddulas landfall.
- 5) However this was already clearly known by the Promoter prior to the December 2021 EWG meeting and nothing had changed since that time. For instance, hard constraints such as the Constable Sandbank, Douglas gas field and its landfall, Gwynt Y Mor, Awel y Mor, Burbo Bank, and Rhyl Flats arrays and their landfalls were all known about prior to the December 2021 EWG.
- 6) Paragraph 4.8.3.23 of PEIR (pp28) shows how, even after the purported “reset” (which presumably started in March 2022), that by (ie before) July 2022 in any event West A offshore route had been selected meaning that only Llanddulas East A and 65% identical Llanddulas East B had been selected.

The facts therefore remain that:

- In March 2022, National Grid rather than the Promoter selected 65% of the current onshore route including The Objectors plots; and

- The Promoter only ever really considered and consulted on the 35% difference between Llanddulas East A and 65% identical Llanddulas East B both of which are identical so far as the Objectors' plots are concerned;
- Notwithstanding that the proposed route was determined before December 2021, given that no other options were considered (despite reasonable alternatives being available) then the route was clearly "*pre-determined*";
- Notwithstanding that the Promoter withheld this information 65% of the route went beyond a formative stage in March 2022 with the Bodelyyddan decision and thereby consultation that took place about various landfall options and other routes was meaningless and does not satisfy the Sedley Gunning Principles or the Promoters obligations and duties under sections 42 to 49 of the Planning Act 2008 and all associated guidance; and
- The objectors do not find it credible that any such "reset" took place and in any event would have been doomed as none of the hard constraints that were clearly known about before December 2021 had ever changed.

### **REP3-108.3 – Alternative Routes**

The Objectors did in fact raise the prospect of the alternative alignments A to E during the "consultation" period as explained previously in section 11.1 of the August 7<sup>th</sup> Submission. Due to the predetermination issue, this unwelcome suggestion was dismissed out of hand with the response received on 11/09/2023 being as follows:

*"..... that to go to the south of the line, we would need to cross an additional road and then be running parallel between the pylon route in your land and the one just to the south, which again would be very limiting."*

In its current Deadline 4 response, the Promoter goes on to dismiss these alternative routes on the basis of them being only 12m wide however the markups shown in section 10.3 of the August 7<sup>th</sup> Submission showed the full 100m working corridor and made no comment on the permanent easement width to be 12m although it is evidenced in that and subsequent submissions that the cables could comfortably be accommodated within that width. However, the Promoter has the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 at its disposal which would not limit the potential easement to 12m. It is clear however that a 30m easement width is certainly excessive.

Options A-C are only modestly longer than the existing route by @ 1% of the route whilst alignments D and E in fact are in fact between 90M and 178M (also some 1% of the route) shorter entirely in line with section 4.4 of AS-016.

In addition, the alternative landowners affected are prepared to cooperate and in any event the Promoter can rely on the associated Infrastructure Planning (Compulsory Acquisition) 2010 Statutory Instrument, as indeed it already is for land on Cefn Estate near the substation site.

Alternatives A to E are therefore "*reasonable alternatives*" which have still not been considered by the Promoter thereby putting it at odds with its statutory obligations under its enabling legislation and guidance (See Objectors Response in REP1-083.2 of September 30<sup>th</sup> Rebuttal).

The Promoter claims that drawings of Robert Parry's plans were not shared before deadline 1. However, the Promoter was fully informed throughout "consultation" that "*plans were being developed for this land*" as well as the fact that the Objectors had received approaches for outright purchase for caravan site extensions as well as a cycling hub and for solar generation.

Notwithstanding the above and even with copies of Robert Parry's proposals, the Promoter has, in any event, confirmed as recently as 28/11/2024 that it is unwilling to accept any constraints on its scheme that would enable both schemes to co-exist.

#### **REP3-108.4 – Consultation**

The route was predetermined and alternatives were not considered as set out in REP3-108.2 and REP3-108.3 as well as in the Objectors previous response to REP1-083.3 in the 30<sup>th</sup> September Rebuttal. The route was beyond a formative stage prior to any "consultation" so that even when consultation comments submitted in good faith were received then they could not be meaningfully taken account of and indeed were not (see email response dated 11/09/2021 in REP3-108.3 earlier).

#### **REP3-108.5 – Rochdale Envelopes**

The point being made here is that, whilst the Promoter was fully aware from March 2022 that there was only one possible landfall point and thereby only two 65% identical onshore routes, it unilaterally withheld this information and simulated consultation on already eliminated and unachievable points of landfall and route corridors through 2 bouts of non-statutory consultation and to even present vague obfuscated route information in its scoping report to the Planning Inspectorate.

#### **REP3-108.6 – Route Search "Reset" and Discussions with Objectors**

These exchanges between Mona and the Objectors cannot be defined as "consultation" as the Promoter merely used them as opportunities to present its Scheme and its requirements, disregarding any affected parties' concerns and requests whilst referring to CPO powers in a thinly veiled attempt to portray the impression that matters are already finalised and inevitable and that it was pointless to resist. The Promoter continues to try to strongarm the Objectors into its Heads of Terms and has confirmed as recently as 28/11/14 that it is unwilling to accept any constraints on its scheme that would enable both schemes can co-exist. Their proposal, therefore, as it currently stands, represents the total loss of Robert Parry's scheme.

#### **REP3-108.7 – Route Search "Reset"**

The Objectors refer the Panel to their response in REP3-108.2. Events, timescales and basic facts simply do not support the Promoter's assertion that a "reset" of the site search took place.

Subject to Bodelyyddan POI decision, the route alignment had subject to the POI decision, passed beyond a formative stage before the December 2021 meeting and all subsequent consultation (save for the 35% difference between Llandudno East A and B at the statutory consultation stage) were merely a meaningless gesture for the sake of the Promoter's DCO application.

The Objectors have provided a detailed analysis of the alternatives in section 10.3 of the August 7<sup>th</sup> Submission and clearly these alternatives are entirely reasonable.

### **REP3-108.13 – Compound and Working Area**

The August 27<sup>th</sup> Supplementary Submissions demonstrates how wasteful and unnecessary a proposed 35,000M2 compound would be as would the need for a 100M wide or even a 74 Metre wide working area. This amount of land is not “*required*” as it is simply not “*necessary for the accomplishment of the Scheme*” as has been explained in Sections 9.2.3 and 12 of the August 7<sup>th</sup> Submission and in the August 27<sup>th</sup> Supplementary Submissions and in the Objectors response to REP1-083.30 submitted at Deadline 3.

Further, Deadline 4 Post hearing submission, Comments on CAH01 Hearing Points also explained how the excessive land within the Limits of Deviation could not be classified as being “*required to facilitate*” or be “*incidental*” to the development due to the very different meaning of those terms which the Promoter sought to obfuscate at the CAH01 hearing.

Orders authorising excessive amounts of land only give rise to huge inefficiencies, for instance, inappropriate siting of scheme haul roads and having soil bunds that are many metres in width and length whilst only being 60cm in height.

### **REP3-108.16 – Access Gate off A548 and Robert Parry Proposals**

Again, the Objectors have been candid throughout regarding the A548 gateway and their proposals for the land however the Promoter seems to be implying that information has been withheld from them. The Objectors are not responsible for Promoters ability to pay attention nor its powers of observation.

### **REP3-108.17 – Notice Serving period**

Section 16.2 of the August 7th Written Submissions and REP1-083.13 and REP1-083.14 in the September 30<sup>th</sup> rebuttal deal with the Promoter’ desire for a 7 year notice serving window.

The Promoter has still offered no justification for a 7 year notice period beyond stating “*The Scale of development and needs of the project*” and again seeks to rely on the precedents of other projects, where the matter had never been challenged, which are irrelevant.

In the same way as excessive land included in the Order will merely encourage wasteful deployment of that scarce and valuable resource (see REP3-108.13 above) then permitting excessive time will also merely encourage the Promoter to waste it with little regard to the impact on those affected by its actions.

### **REP3-108.18 – Notice Serving period / Handback / Advance Compensation Payments**

REP3-108.17 refers and Article 29(4) only provides for handback 12 months following works completion. There is nothing in the Order to safeguard the Promoter prolonging the “works phase” indefinitely again leaving landowners powerless to the whims of the Promoter.

Contrary to the Promoter’s assertion, the Powers sought in terms of both timescale and extent of land are entirely disproportionate and unnecessary and unjustifiable for the needs of the project.

The Promoter continues to try and coerce the Objectors into its Heads of Terms yet it has confirmed as recently as Thursday 28/11/2024 that it is unwilling to accept any constraints on its scheme that would enable both schemes to co-exist. Contrary to the Promoters assurance that the powers are a “*fall back measure*”, it actually sees the powers as a means of not having to negotiate and be considerate towards accommodating the Objectors requirements.



The Promoter again seeks to mislead the Panel by advising that Section 52 of the Land Compensation Act 1973 permits claimants to claim advanced compensation as soon as the DCO is authorised. Whilst the Claimant can make such a claim, the Promoter would not be obliged to release the payment until entry is taken following service of a Notice to Enter or vesting Declaration which of course, could be many years hence (REP3-108.17).

### **REP3-108.21 – Land Required / Working Area / Permanent Easement**

The Objectors refer the Panel to their response to REP3-108.13 above.

### **REP3-108.22 – Compelling Case in the Public Interest**

The Objectors refer the Panel to Sections 9.2.1 and 13 of its August 7<sup>th</sup> Submissions, its response at REP1-083.18 in the 30<sup>th</sup> September Submission and Section 3.3 of CAH01 Hearing Points Summary Submitted by Deadline 4.

The Promoter has merely referenced underlying national policy and legislation and guidance yet makes no link as to how the project achieves or meets them regardless of whether or not it does so in a “*compelling*” manner. More concerning is the fact that the Promoter has given absolutely no consideration or mention whatsoever throughout its documentation of the harm done to those affected by its scheme.

In the CAH01 hearing the Promoter seemed to state that it was for the Secretary of State to make the case rather than the Promoter however this is not correct as is made clear in part 2) of the Deadline 4 Submission - Comments on CAH01 Hearing Points.

### **REP3-108.23 – Funding**

The Objectors note the Promoter’s iterative response however their contention is that whilst the parent companies may have sufficient funding, the Mona SPV certainly does not and neither does it have any form of charge or lien or contract or rights whatsoever over those funds in the parent companies and without some form of binding agreement between the subsidiary and the parent company then the assurance of an unfunded subsidiary /SPV alone is totally meaningless and no weight can be attributed to it.

The Objectors’ concern here is that, in the likely event of a dispute or disagreement over the drawdown or many other issues that could arise here, then the project is seeking to allow itself an excessive timescale to enable a longstanding dispute to take place again at the cost of affected landowners who will simply be left in limbo with no recourse whatsoever.

### **REP3-108.29 – Alternatives D and E**

The Objectors refer the panel to sections 9.2.1 and Section 10 of the August 7<sup>th</sup> Submissions as well as previous response in REP1-083.2 and Appendix 01 in the September 30<sup>th</sup> Rebuttal as well as sections 4.3.5 to 4.3.8 of the CAH01 Hearing Points Summary Submitted by Deadline 4.

The purported 12m easement is addressed in REP3-108.3 above. In other discussions with the Promoter the Objectors have attempted to discuss possible easement widths

of 15, 18, 20m and more but the Promoter has flatly declined to accept any constraints (ie less than 30m) on its project as recently as 28//11/2024.

Alternatives D and E undoubtedly have several advantages over the current alignment yet the Promoter continues to unreasonably refuse to agree to consider them contrary to the requirements of the enabling legislation that it is seeking to rely on.

### **REP3-108.32 – Printed Materials Deposited at libraries.**

The Objectors have been fascinated to read the Promoters claims here and would very much like to receive copies of the photographs and signed receipts.

On this subject the Objectors also wonder why materials were not deposited at Abergele Library being by far the nearest library to the point of landfall as well as the Bodelwyddan POI.

### **REP3-108.33 – Width of Working Corridor / Trench Widths**

The Objectors refer the Panel to Section 12 of the August 7<sup>th</sup> Written Submissions and its 27<sup>th</sup> August Supplementary Submission and REP3-108.13 above. The Objectors assert that there is ample scope to reduce the limits of deviation to much more reasonable levels in line with the actual needs and requirements towards the actual accomplishment of the project in line with the legislation and caselaw.

### **REP3-108.38 – Electrical Separation**

The Promoter has accepted that higher capacity cables and better quality will reduce resistance (and thereby heat production) and heat dissipation thereby enabling trench separation distances to be reduced but they have already advised that this will not be considered as it will drive up the cost to the project (meeting of 17<sup>th</sup> September 2024).

### **REP3-108.41 – Compelling Case**

The Objectors would refer the Panel to REP3-108.22 above.

The Objectors would like nothing better than to engage in some constructive dialogue with the Promoters to ultimately agree how the two schemes can co-exist however despite being sent Robert Parry's CAD files on 29/09/2024 some 9.5 weeks ago. To date, nothing has so far been forthcoming and indeed the last contact with the Promoters was an email of 28<sup>th</sup> November advising that they are unable to accept any constraints on their project at the present time. Instead they again seek only to promoter their very onerous heads of terms.

### **REP3-108.43 – Impediments to Scheme.**

The US writer and philosopher Upton Sinclair is attributed with the quote:

*"It is difficult to get a man to understand something when his salary depends on his not understanding it."*

There are numerous impediments that are likely to trouble this scheme in the future. For instance, the Promoters failure to comply with the basic requirements of its enabling legislation as the Objectors have highlighted throughout as well as its requirements to seek excessive unnecessary land and unlawful temporary powers to boot mean that, even if the Secretary of

State erroneously decides that the “*ends justify the means*” and confirms the Order then it remains highly vulnerable to further challenge.

**REP3-108.51 – Heads of Terms**

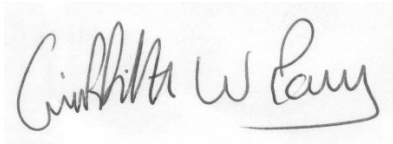
The Objectors are unable to consider the Heads of Terms as to enter into them in their current format, not only means accepting the catastrophic loss of Robert Parry’s scheme but it also precludes the Objectors from being able to make representations to the Panel towards protecting Robert Parry’s scheme.

**REP3-108.53 – Discussions Between the parties**

The Promoter implies that it is exploring how the two schemes can co-exist however the Objectors would refer the Panel to its response to REP3-108.41 above and also the Promoter’s current position made clear by email on 28/11/2024.

**REP3-108.54 – Restrictive Covenants and Discussions Between the parties**

The Objectors would refer the Panel to its response to REP3-108.41 and also REP3-108.53 above.



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Griffith Wynne Parry MRICS

Senior Consultant

The Brown Rural Partnership

Dated 3 December 2024