

# **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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**CLOSING SUBMISSIONS**

**OF**

**GRIFFITH W. PARRY MRICS**

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## 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"**).
- 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"**)
- Expert Working/ Steering Group (**"EWG"**)
- Written Submissions of Griffith Parry dated August 7th (EN010137-000929-Griff Parry Deadline 1 Submission) (**"August 7th Submissions"**)
- 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 (EN010137-001263-S\_D3\_8\_Mona Response to Griff Parry D2 Submission) (**"Hearing Action Point Submission"**)
- Supplementary Written Submissions of Griffith Parry dated August 27th (EN010137-000957-Griff Parry Deadline 2 Submission) (**"August 27th Supplementary Submissions"**)
- Further Supplementary Written Submissions dated 30th September (EN010137-001276-Griff Parry Deadline 3 Submission) (**"September 30th Rebuttal"**)
- HEARING POINTS WRITTEN SUMMARY Submissions dated 4th November 2024 (EN010137-001422-Griff Parry Deadline 4 Submission) (**"November 4th Hearing Submissions"**)
- COMMENTS ON PROMOTER HEARING POINTS Submissions dated 4th November 2024(EN010137-001422-Griff Parry Deadline 4 Submission) (**"November 4th Comments on Promoter Hearing Points"**)
- COMMENTS ON MONA DCO ORDER (EN010137-001436-Griff Parry Deadline 4 Submission) (**"November 4th Comments on MONA DCO"**)
- Supplementary Written Rebuttal Submissions dated December 3rd In Response To Promoter's Doc No. Mocns-J3303-Dmc-10372 (EN010137-001780-Griff Parry-Deadline 5) (**"December 3<sup>rd</sup> Rebuttal"**)
- DCO Hearing-ISH6 Held on 11/12/2024 Written Notes Of Hearing Points dated December 20<sup>th</sup> (EN010137-001990-Griff Parry-Deadline 6 Submission) (**"December 20<sup>th</sup> Comments on Mona DCO"**)

- Supplementary Written Rebuttal Submission In Response To Promoter's Doc No. Mocns-J3303-Dmc-10453 December 20<sup>th</sup> In (EN010137-001990-Griff Parry-Deadline 6 Submission) ("**December 20<sup>th</sup> Rebuttal**")
- Land Compensation Act 1973 ("**LCA 1973**")
- Acquisition of Land Act 1981 ("**ALA 1981**")
- Compulsory Purchase (Vesting Declarations) Act 1981 ("**CP(VD)A1981**")
- Notice to Treat and/ including Notice of Intention to Vest ("**NTT**")
- Notice to Enter and/ including Notice to Vest ("**NTE**")

## 2.0 **INTRODUCTION AND SUMMARY (EXECUTIVE)**

2.1 Mona has materially failed to comply with many of the basic requirements of the enabling legislation and guidance that it is seeking to rely on for DCO powers to proceed with the scheme. The Objectors' primary submission is that there is no lawful basis to grant the Order and it should be refused;

2.2 The Promoter's main failings stem from

- 2.2.1 Route **pre-determination** and thereby **pre-commitment**;
- 2.2.2 **Total failure in consultation (as a result of the above)**;
- 2.2.3 Failure to consider any or all "**reasonable alternatives**";
- 2.2.4 **Including excessive and unnecessary land** in the Order;
- 2.2.5 Seeking **excessive notice serving timescales**;
- 2.2.6 Failing to demonstrate a **compelling case in the public interest** outweighing the harm done to the individuals affected;
- 2.2.7 Merely **relying on precedent** Articles from historic DCOs to underpin the Mona Order rather than justifying their necessity for Mona in their own right;
- 2.2.8 The Promoter is further Promoting an Order and developing land acquisition strategies (including use of unlawful temporary possession powers that seek to unilaterally absolve it of basic Parliamentary sanctioned landowner protections;
- 2.2.9 Failing to identify and **manage impediments and properly secure funding**; and
- 2.2.10 There being no lawful basis to take "temporary possession"

2.3 Notwithstanding the above, the Objectors have a neutral view on, and do not explicitly or implicitly wish to interfere with the confirmation of this Order beyond its impact on themselves and the Plots unless that is the only way that Robert Parry can continue to be able to implement his scheme.

2.4 The failures have, however, prejudiced the Objectors in managing to protect their position compared to what it would have been had they and the Plots been dealt with under the legal framework. This is both unfair and unlawful.

2.5 The Objectors have attempted to have the Plots excluded from the Order which the Promoter is not prepared to sanction.

2.6 Likewise and notwithstanding 2.5, the Objectors have attempted to negotiate and seek mitigation of their Plots only to be further rebuffed by the Promoter.

- 2.7 Despite its assertions to the contrary, the Promoter remains unprepared to remove the Plots from the Order or indeed to commit to any form of collaboration and mitigation of impact by accepting even modest constraints on its proposals.
- 2.8 The Panel is therefore respectfully invited to recommend the exclusion of the Plots from the Order for the reasons to be outlined to follow.
- 2.9 If the Panel cannot agree to recommend the exclusion of the Plots in their entirety then the Panel is respectfully invited to recommend modification of the Promoter's application for the powers in order to mitigate the impact of the Mona Scheme on the Objector's proposals for the Property.
- 2.10 Regardless of the outcome of the above and the ultimate Secretary of State decision, the Objectors fully reserve their right to appeal the outcome in whatever forum they feel necessary.

### 3.0 THE IMPACT OF MONA SCHEME ON THE OBJECTORS

- 3.1 Robert Parry is in the process of returning to live in the UK after a long period of living abroad. Over several years he has been developing plans for the 9.8ha Property now proposed to be affected by Mona. His proposals are outlined in the following figure where the Promoter's proposed limits are shown edged red:



- 3.2 The limits enclose some 5.83ha or 60.21% of the Property and obviously cuts through the most prime parts of the site. The proposed 30m sterilised permanent corridor extends to 345m will be 1/035ha or 10.69% of the Property.

- 3.3 If the Order is confirmed without modification, the Promoter will be able to locate this 30m sterilised cable corridor anywhere within the limits however the Promoter has indicated that it will ultimately be fairly central to the red lines. The restrictive covenants that the Promoter is seeking to impose will mean that key areas of the Property will be unusable and this is extremely likely to mean the catastrophic loss of Robert Parry's scheme.
- 3.4 In addition, the Promoter is seeking a window of 7 years in which to serve formal Notice such as a temporary possession notice which means that no work need commence for almost 7 years past confirmation of the Order and there is no longstop end date to expedite completion of the works meaning that the land could be occupied indefinitely.
- 3.5 For permanent rights then the Promoter can serve a NTT within the 7 years but will be free to wait a further 3 years or more before serving a NTE which is the only time it would actually be committed to paying compensation in the process <sup>(1)(2)</sup>.
- 3.6 Even if, after Mona was eventually completed, Robert Parry had adequate land remaining for his scheme then a wait of potentially 14 years before getting the Property back would equally have ensured the catastrophic loss of his proposals.

#### **4.0 HOW CAN THE HARM TO OBJECTORS BE MITIGATED?**

- 4.1 Prior to the Examination the Objectors requested that the Plots not be taken forward as proposals were being developed for them. An alternative arrangement going to the south of the Property was mooted but this was ignored by the Promoter.
- 4.2 These alternatives were developed further by the Objectors and submitted in section August 7th Submissions<sup>(3)</sup>. Alternatives "A" to "C" avoided use of the Property altogether whilst Alternatives "D" and "E" require the cables to be laid as far to the South of the Property as possible and cross the AC pylon line at an earlier point thereby enabling it to egress the Property sooner and into land where the cables are welcome. The adoption of one of these reasonable alternatives would either substantially or completely remove the harm proposed by Mona.
- 4.3 The Objectors reviewed the Promoters stated use of the Plots in its supporting documentation <sup>(4)(5)</sup> and found that methods of cable laying (trefoil over parallel) and using better quality higher capacity components (i.e. cables and cable bedding) could significantly decrease underground heat generation and aid heat dissipation over what it would be if the Promoter deployed the lower cost materials as it intends. This in turn would permit a narrower permanently sterilised cable corridor.
- 4.4 The Objectors also reviewed document No. MOCNS-J3303-RPS-10277- Hearing Action Point <sup>(6)</sup> submitted at DL1 and found vast inefficiencies and land use wastage for instance 60cm tall soil bunds and 3m+ lane two way haul road carriageway in the

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<sup>1</sup> REP3-108.18 4 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>2</sup> REP1-083.14 in September 30th Rebuttal (EN010137-001276-Griff Parry Deadline 3 Submission)

<sup>3</sup> Sections 9.2.1 and 10.1 to 10.3.2 of the August 7th Submissions (Submitted at Deadline 01)

<sup>4</sup> Document Number: MOCNS-J3303-JVW-00006 Document Reference: D3 APFP Regulations: 5(2)(h) Statement of Reasons February 2024

<sup>5</sup> APP-050 - F1.3 Environmental Statement - Volume 1, Chapter 3: Project Description

<sup>6</sup> 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

centre of the cables when they could easily be on the outside. There were also inefficiencies with trenching methodology arrangements further contributing to this inefficient and wasteful land use proposal <sup>(7)</sup>.

4.5 The Objectors found that there was considerable opportunity to reduce both temporary and permanent land use by up to 50%, particularly the latter which would obviously greatly help Robert Parry's proposals.

4.6 The Promoter's timescale could also be tightened in mitigation of the impact. By substantially reducing the notice serving timescale from the 7 years that the Promoter is currently seeking to a more appropriate level of 3 years in line with what the CPA 1965 <sup>(8)</sup> <sup>(9)</sup> envisioned and giving a finite working period of say the 33 months that the Promoter states is its construction window <sup>(10)</sup>. In this way Robert Parry could be assured that the Plots are available to him again 5.75 years post Order confirmation rather than 14 years or longer than could be the case if the Order is not modified.

4.7 Modifying the Order to use one of reasonable Alternatives A, B or C would almost entirely mitigate the impact on Robert Parry whilst still achieving 100% of the intended benefits of Mona.

4.8 Modifying the Order to use one of reasonable Alternatives D or E in conjunction with reducing the limits of deviation to ensure that prudent and efficient use of the Plots has to take place together with reducing the notice serving period and giving a finite time period for temporary powers would go a substantial way to mitigate the impact on Robert Parry whilst again still achieving 100% of the intended benefits of Mona.

## **5.0 OBJECTORS PROGRESS WITH SECURING MITIGATION FROM THE PROMOTER**

5.1 From being first contacted by the Promoter in March 2022 the Objectors notified them that there were important proposals being advanced for the Property and asked that the Plots be left out of the process.

5.2 Exchanges during 2022 and 2023 took the form of the Objectors requesting an explanation of why the cabling route had to affect the Property and why the temporary and permanent easement had to be so wide – no satisfactory responses were ever received the best being an email dated 11 August 2023<sup>(11)</sup> advising that it was for "***ease of construction***" and for "***ease of maintenance***".

5.3 An email dated 11 September 2023 <sup>(12)</sup> in response to an early suggestion of Alternatives A to C stated:

*"..... that to go to the south of the (pylon) 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."*

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<sup>7</sup> August 27<sup>th</sup> Supplementary Submissions (EN010137-000957-Griff Parry D2 Submission)

<sup>8</sup> Section 4(2) of the Compulsory Purchase Act 1965 (Time limit for giving notice to treat.)

<sup>9</sup> Section 5A(2)(a) of Compulsory Purchase (Vesting Declarations) Act 1981 (Time limit for general vesting declaration)

<sup>10</sup> Section 3.7.2.43 of the Volume 1 (Environmental Statement), Chapter 3: Project Description)

<sup>11</sup> EMAIL Dated 11 August 2023 from Dalcour Maclaren to Brown Rural

<sup>12</sup> EMAIL: Dated 11 September 2023 :Dalcour Maclaren to Brown Rural : Email Response re-route Alternatives

5.4 Following the submission of their Deadline 01 representation, the Objectors were invited to a meeting on 17/9/2024, to discuss matters. The Promoter confirmed at that time that:

- a) It acknowledged that it had been advised since the first contact that proposals were being developed for this land but advised that this was a very common thing that affected parties would claim in a CPO consultation when first approached and so it **tended not to take such comments seriously.**
- b) No consideration has or indeed will be given to removing the Objectors land for the limits, by for instance going with alternative options A,B, C,D and E in August 7th Submissions. – The Promoter advised that the reason for not considering these alternatives was solely and simply because it is **too late in the process.**
- c) The Promoter is **not prepared to restrict itself to the southern part of the Objectors' land** because this would be a constraint to detailed design and a “bottleneck to the scheme” generally. The Promoter did however confirm that there was no reason that the cables could not commence at a distance of 25metres away from the cables on the AC Pylon line.
- d) For the same reasons, the Promoter is **not prepared to restrict itself to a permanent sterilised easement corridor less than 30 metres wide** although they did agree that it was quite possible that the ultimate width could be less than 30m. It was confirmed that it was quite common to substantially reduce the width in constrained areas (provided thermal issues can be addressed) and that in fact, the central haul roads can indeed be located to the outside of the cable corridor. It was also noted that using higher capacity cables (thereby curtailing electrical resistance) could greatly assist with heat produced by that cable although other attendees advised that this could not be considered due to “cost”.
- e) The Promoter is **not prepared to attempt to cross the AC line pylons between tower AC128 and AC127** as this would involve land outwith the Limits of Deviation and would require further consideration for ecology and other diligence reasons.
- f) The Promoter is **not prepared to consider a shorter notice serving window** in respect of the Objectors land due to the risk again of the matter becoming a bottleneck for the project.

5.5 Subsequently in its Deadline 2 response (REP1-083.25) the Promoter advised, misleadingly, that the Alternatives could not be considered because they only provided for a 12m corridor. In fact the proposals were shown with a full 100m temporary working area and a change request<sup>(13)</sup> would not restrict any permanent rights width request providing it was justifiable overall.

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<sup>13</sup> The Infrastructure Planning (Compulsory Acquisition) Regulations 2010



- 5.6 In its Deadline 4 - REP3-108.3 response the Promoter stated that its misleading claim regarding the 12m easement width meant that the Alternatives were not “**reasonable alternatives**” <sup>(72)(73)(74)</sup> and so it was not necessary for it to consider them. They also highlighted some ecological reasons against Alternatives A and B and E but not against Alternatives C and D.
- 5.7 In its Deadline 5 and 6 submission the Promoter deferred to its earlier REP3-108.3 response on this issue and continued to mislead the panel regarding the routes only allowing a 12m permanent easement.
- 5.8 The Promoter confirmed by email on 28/11/2024 that it is unable to make any commitments regarding the cable route which obviously leaves Robert Parry’s scheme in severe jeopardy.
- 5.9 The Objectors consider that there is considerable room for collaboration to ensure coexistence of the schemes and wish to confirm certain basic parameters to protect both in a formal agreement. However, in light of the Promoter’s belligerence, they have no alternative but to appeal to the Panel to recommend to the Secretary of State that the Order be modified to exclude the Plots.

## **6.0 WHY SHOULD THE PROMOTER ACCOMMODATE THE OBJECTORS ?**

- 6.1 The Objectors have been dismayed to note that the Promoter has materially failed to comply with many of the basic requirements of the legislation and guidance that enables the Order as well as wider CPO guidance. These failures have, in turn, prejudiced the Objectors position in managing to protect their position with regard to their land and this is unfair and unlawful.
- 6.2 The Objectors firmly believe that Promoter has simply not met or qualified for the necessary criteria necessary under the 2008 Act and that confirming the Order without modification will not only be unlawful but will seriously prejudice the Objectors.
- 6.3 The Promoter’s main failings stem from
- 6.3.1 Route **pre-determination** (previously addressed in <sup>(14)(15)(16)(17)</sup>), which itself has given rise to **pre-commitment**;
  - 6.3.2 Thereby causing total failures in **consultation** (previously addressed in <sup>(14)(15)(16)(17)(18)</sup>);
  - 6.3.3 Failure to consider all **reasonable alternatives** (previously addressed in <sup>(19)(17)(20)(21)</sup>);

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<sup>14</sup> Sections 9.2.2, 10 and 11 of the August 7<sup>th</sup> Submission ( EN010137-000929-Griff Parry-Deadline 1 Submission)

<sup>15</sup> REP1-083.3, REP1-083.16, REP1-083.28 and Appendix 2 in September 30<sup>th</sup> Rebuttal (EN010137-001276-Griff Parry Deadline 3 Submission)

<sup>16</sup> REP3-108.2, REP3-108.3, REP3-108.4 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>17</sup> Section 3.1(inclusive), Section 3.2.5, 5.6, and 5.9 in November 4<sup>th</sup> Hearing Submissions of -EN010137-001422-Griff Parry Deadline 4 Submissions

<sup>18</sup> REP4-121.4, REP4-121.8, REP4-121.9, REP4-121.10, REP4-121.11, REP4-121.33, REP4-121.34, REP4- 121.35, REP4-121.36 in November 4<sup>th</sup> Comments on Promoter Hearing Points (EN010137-001990-Griff Parry-Deadline 6 Submission)

<sup>19</sup> Sections 9.2.1, 10 and 11 of the August 7<sup>th</sup> Submission ( EN010137-000929-Griff Parry-Deadline 1 Submission)

<sup>20</sup> REP1-083.2 REP1-083.9 REP1-083.15 REP1-083.21, REP1-083.24, REP1-083.26 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>21</sup> REP4-121.2, REP4-121.3, REP4-121.5, REP4-121.7 in November 4<sup>th</sup> Comments on Promoter Hearing Points (EN010137-001990-Griff Parry-Deadline 6 Submission)

- 6.3.4 Including **excessive and unnecessary land** (previously addressed in <sup>(22)(23)(24)(25)(26)(27)(28)</sup>), in the Order;
- 6.3.5 Seeking **excessive notice serving timescales** (previously addressed in <sup>(29)(30)(31)(32)(33)</sup>), for working occupation;
- 6.3.6 The Promoter has failed to demonstrate a **compelling case in the public interest** (previously addressed in <sup>(34)(35)(36)(37)(38)</sup>), outweighing the harm done to the individuals affected;
- 6.3.7 The Promoter seems also to be merely **relying on precedent** (previously addressed in <sup>(39)(40)(41)(42)(43)</sup>), from historic DCOs to underpin its Order Articles rather than justifying their necessity for Mona in their own right;
- 6.3.8 The Promoter is further Promoting an Order and developing land acquisition strategies (including use of **unlawful temporary possession powers**) that seek to unilaterally absolve it of its duties and responsibilities in respect of basic landowner protections (previously addressed in <sup>(44)(45)</sup>);
- 6.3.9 Finally, failing to identify and **manage impediments and properly secure funding** (previously addressed in <sup>(46) (47) (48) (49)(50)</sup>), relying

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<sup>22</sup> Sections 9.2.3, 12 of the August 7<sup>th</sup> Submission ( EN010137-000929-Griff Parry-Deadline 1 Submission

<sup>23</sup> August 27<sup>th</sup> Supplementary Submissions (EN010137-000957-Griff Parry- Deadline 2 Submission)

<sup>24</sup> REP1-083.4, REP1-083.9, REP1-083.17, REP1-083.30, REP1-083.31, REP1-083.33, REP1-083.35 in September 30th Rebuttal (EN010137-001276-Griff Parry Deadline 3 Submission

<sup>25</sup> Section 1.0 of DL4 Comments on CAH01 Promoter Hearing Points (EN010137-001422-Griff Parry-CAH1 Comments- Deadline 4 Submission

<sup>26</sup> REP4-121.1 and REP4-122.1, REP4-122.2, REP4-122.3 7 in November 4<sup>th</sup> Comments on Promoter Hearing Points (EN010137-001990-Griff Parry-Deadline 6 Submission)

<sup>27</sup> R V Secretary of State For the Environment, Ex p. Leicester City Council, 1987, 55 P. & C.R.

<sup>28</sup> Sharkey And Another V. Secretary Of State For The Environment And South Buckinghamshire District Council Court Of Appeal (L (Parker, McCowan and Scott L.n.): October 14, 1991 63P. &C.R

<sup>29</sup> Section 16.2 of the August 7th Written Submission ( EN010137-000929-Griff Parry-Deadline 1 Submission

<sup>30</sup> REP1-083.13 and REP1-083.14 in the in September 30th Rebuttal (EN010137-001276-Griff Parry Deadline 3 Submission)

<sup>31</sup> REP3-108.17, REP3-108.18 December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>32</sup> Section 6.0 of DL6 December 20th Hearing Note Submissions (EN010137-001990-Griff Parry-Deadline 6 Submission)

<sup>33</sup> REP4-121.24, REP4-121.25, REP4-121.26, REP4-121.27, REP4-121.28, 121.29 in November 4<sup>th</sup> Comments on Promoter Hearing Points (EN010137-001990-Griff Parry-Deadline 6 Submission)

<sup>34</sup> Sections 9.2.1 and 13 of its August 7<sup>th</sup> Submissions ( EN010137-000929-Griff Parry-Deadline 1 Submission)

<sup>35</sup> Response to REP1-083.18, and REP1-083.38 in the 30<sup>th</sup> September Submission in September 30th Rebuttal (EN010137-001276-Griff Parry Deadline 3 Submission)

<sup>36</sup> Section 3.3 in November 4<sup>th</sup> Hearing Submissions of -EN010137-001422-Griff Parry Deadline 4 Submissions

<sup>37</sup> Response to REP3-108.22 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>38</sup> Response to REP4-121.12, and REP4-121.13 of EN010137-001990-Griff Parry Deadline 6 Submission

<sup>39</sup> REP1-083.13 in September 30th Rebuttal (EN010137-001276-Griff Parry Deadline 3 Submission)

<sup>40</sup> REP3-108.17 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>41</sup> REP4-122.5 in November 4<sup>th</sup> Comments on Promoter Hearing Points (EN010137-001990-Griff Parry-Deadline 6 Submission)

<sup>42</sup> Section 3.0: "INITIAL COMMENT REGARDING PRECEDENT " DCO HEARING-ISH6 on 11/12/2024 WRITTEN NOTES OF HEARING POINTS (EN010137-001990-Griff Parry-Deadline 6 Submission)

<sup>43</sup> Sections 1, 1.1, 1.2, AND 1.5 in "Nationally Significant Infrastructure Projects" - Advice Note Fifteen: drafting Development Consent Orders: Planning Inspectorate: 1<sup>st</sup> July 2018

<sup>44</sup> Sections 6.0,7.0.80 and 9.0 to 9.4 in "ARTICLES 29 and 30-TEMPORARY POWERS" in DCO HEARING-ISH6 on 11/12/2024 SUMMARY OF WRITTEN NOTES OF HEARING POINTS (EN010137-001990-Griff Parry-Deadline 6 Submission)

<sup>45</sup> REP4-120.2 REP4-120.8, REP4- 121.24 5 in November 4<sup>th</sup> Comments on Promoter Hearing Points (EN010137-001990-Griff Parry-Deadline 6 Submission)

<sup>46</sup> REP1-083.19, REP1-083.20, REP1-083.39, REP1-083.40 in EN010137-001276-Griff Parry Deadline 3 Submission

<sup>47</sup> Section 3 of EN010137-001422-Griff Parry - CAH1 Comments-Deadline 4 Submission

<sup>48</sup> Section 4.5 of EN010137-001422-Griff Parry - CAH1 Case-Deadline 4 Submission

<sup>49</sup> REP3-108.43 and REP3-108.23 of in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>50</sup> REP4-121.30, REP4-121.31 REP4-122.5 of EN010137-001990-Griff Parry Deadline 6 Submission

instead on reserving excessive timescales and land for their resolution of these issues as and when they arise in the future.

6.4 The negative impacts of the Promoter's failings above on the Objectors are considered in more detail below:

6.4.1 **Predetermination** of the route since before December 2021<sup>(17)</sup> and prior to **consultation** thereby fettering itself and causing:

- 6.4.1.1 Failure to "*consult at a formative stage*" contrary to the Sedley Gunning requirements<sup>(51)</sup> thereby, prejudicially, rendering itself unable to take account of the Objectors views and opinions to their detriment;
- 6.4.1.2 Failure in its "*duty to take account of responses to consultation and publicity*" <sup>(52)</sup> thereby, prejudicially, rendering itself unable to take account of the Objectors views and opinions to their detriment;
- 6.4.1.3 Failure in its duty to take the "*product of consultation .... conscientiously .... into account when the ultimate decision is taken*" also contrary to the Sedley Gunning Requirements<sup>(51)</sup> thereby, prejudicially, rendering itself unable to take account of the Objectors views and opinions to their detriment;
- 6.4.1.4 Failing to comply with its obligations under section 47 of the 2008 Act <sup>(53)</sup> by claiming to have deposited consultation documents in libraries when no such documents were ever deposited<sup>(54)</sup>. NB Photographs of materials insitu and signed librarian receipts were offered in evidence by the Promoter in its REP3-108.32 <sup>(55)</sup> response at Deadline 3 however they have subsequently acquiesced REP5-113.15 <sup>(56)</sup> and this offer appears to have since been quietly dropped. One of the Objectors is 86 years of age with eyesight problems and unable to read a screen and has been unable to play much of role in the Examination as a result to the further detriment of the Objectors <sup>(57)</sup>.
- 6.4.1.5 Further failing to comply with its obligations under section 47 of the 2008 Act <sup>(53)</sup> by "purportedly" depositing said documents in Llandudno library 13 miles from the point of landfall instead of Abergele Library some 1.1 miles from landfall. Also, "purportedly", at Rhyl Library 7.5 miles from the substation site instead of St Asaph library some 1.9 miles from the substation site;

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<sup>51</sup> R v Brent London Borough Council, ex parte Gunning (1985) 84 LGR 168

<sup>52</sup> Section 49 of the Planning Act 2008

<sup>53</sup> Section 47 of the Planning Act 2008

<sup>54</sup> See Griff Parry response to REP3-108.32 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>55</sup> REP3-108.32 in EN010137-001518-S\_D4\_21\_Mona Response to Griff Parry

<sup>56</sup> REP5-113.15 in EN010137-001872-S\_D6\_37\_Mona Response to Griff Parry D5 Submission

<sup>57</sup> Sections 11.2 of the 7<sup>th</sup> August Submissions (EN010137-000929-Griff Parry Deadline 1 Submission)

- 6.4.1.6 General overall failure to achieve “*best practice in consultation*” as per guidance (Wales) <sup>(58)</sup> thereby, prejudicially, rendering itself unable to take account of the Objectors views and opinions ;
- 6.4.1.7 Failing to provide a meaningful and accurate account in its Consultation Report <sup>(59)</sup> as to “*how it has taken account the consultation feedback*” <sup>(52)</sup> <sup>(60)</sup>;
- 6.4.1.8 At a very late stage in the process, the Promoter now introduces alternative facts claiming, erroneously, that a “*reset*” of the route selection process happened after the Bodelwyddan POI had been selected (which events, timescales, circumstances and basic facts <sup>(16)</sup><sup>(61)</sup> simply do not corroborate), in a bold attempt to disguise the reality that it had merely feigned consultation on landfall sites and onshore cable corridors that had already been eliminated prior to that consultation including in the Scoping Report <sup>(62)</sup>;
- 6.4.1.9 The case for a “*reset*” is undermined by its explanation of parallel analysis screening in REP1-083.21 <sup>(63)</sup> and the actual facts regarding hard and unmovable constraints and other matters stated in tables 4.15 and 4.17 of PEIR <sup>(64)</sup> which were clearly and unambiguously known by the date of the EWG meeting No.2 Minutes in December 2021<sup>(65)</sup><sup>(66)</sup>;
- 6.4.1.10 If a “*reset*” had, in fact, taken place then, given the impossibility of the other points of landfall due to insurmountable constraints, what would be the point of reconsidering them? Surely any such “*reset*” would have taken the form of considering further additional alternative routes from Llanddulas East landfall to the substation site beyond merely sticking with Llanddulas East A and its 65% twin Llanddulas East B (100% identical from landfall to the Plots) <sup>(67)</sup>. There is no evidence that the latter, (or indeed the former) happened anywhere in the Promoters documentation, again this is to the detriment of the Objectors.
- 6.4.1.11 Further, if a reset had happened in March 2022, precisely when Dalcour Maclaren were instructed to, and did in fact make first contact, then Mona would have been at a truly formative stage then and the Objectors’ opinions and views would have fallen on fertile ground and been taken account of whereas the reality was that the Objectors instead faced belligerence, and coercion in an attempt to dragoon them into signing the Heads of Terms<sup>(68)</sup>.

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<sup>58</sup> Section 57 - Welsh Government Circular 003/2019 Compulsory Purchase in Wales and ‘The Crichef Down Rules (Wales Version, 2020): October 2020

<sup>59</sup> Section 37(7)c) of the Planning Act 2008

<sup>60</sup> Section 86: Planning Act 2008 Guidance on the pre-application process: Consultation : Department for Communities and Local Government.

<sup>61</sup> See Griff Parry response to REP4-121.4, REP4-121.8, REP4-121.9, REP4-121.10 and REP4-121.11 in EN010137-001990 Deadline 6 Submission

<sup>62</sup> REP3-108.2, REP3-108.6 REP3-108.7 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>63</sup> REP1-083.21 in EN010137-001037-S\_D2\_3.4\_Mona\_Appendix\_Response to WRs Griff Parry Submitted at Deadline 2

<sup>64</sup> Tables 4.15 and 4.17 in AS-016-EN010137-000541-F1.4\_Mona\_ES\_Site Selection and Consideration

<sup>65</sup> Expert Working Group (“EWG”) Minutes of Meeting No.2 dated 13/12/21

<sup>66</sup> REP3-108.2, REP3-108.7 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

<sup>67</sup> Response to REP4-121.2, REP4-121.3, REP4-121.5, REP4-121.7, REP4-121.4, REP4-121.8, REP4-121.9, REP4-121.10, REP4-121.11 in EN010137-001990-Griff Parry Deadline 6 Submission

<sup>68</sup> REP3-108.6 in December 3<sup>rd</sup> Rebuttal (EN010137-001780-Griff Parry-Deadline 5 Submission)

6.4.1.12 Throughout the Promoters responses in its Deadline 5 submission response to Griff Parry <sup>(69)</sup> it makes a great deal of point 4.10.4 in AS-016 dealing with selection of landfall site however no dates are given in that document but clearly the exercise had completed and the other options (Other than Llanddulas East landfall) found to be “not possible” before December 2021 and the EWG Meeting No. 2. From that time forward and especially after March 2022 and the POI decision (and purported “reset”) then all resources should surely have focused on finding more “reasonable alternatives” to Llanddulas East A onshore corridor and 65% Identical Llanddulas East B. However such a search is not recorded anywhere in its documentation and so it begs the question precisely what was actually “reset”? Clearly a review of the landfall points which it had already concluded were insurmountable?

6.4.1.13 Instead the Promoter sets great stall on section 4.10.5 of AS16 (i.e. see <sup>(70)</sup>) however this section merely goes back in time and considers onshore routes from the original 6 points of landfall 5 of which it long since knew were impossible.

6.4.1.14 The motivation behind the Promoter’s attempts to manipulate the perception of the actual events and timescales that transpired and portray them as those that should have happened were the lawful process adhered to is understandable however it is regrettable but also fortunately easily discerned.

6.4.1.15 Failure to consult meaningfully and with an open mind capable of being influenced due to “*pre-commitment*” giving rise to failure to consider any or “*all reasonable alternatives*” as it is statutorily obliged to do <sup>(71)(72)(73)(74)</sup> even though reasonable alternatives are available (as evidenced by Griff Parry<sup>(3)</sup>), thereby, prejudicially, impacting on the Objectors land unnecessarily or at least more than would otherwise be necessary;

6.4.1.16 Its pre-committed route causing it to make erroneous claims that Alternatives “A” to “E” are not “reasonable alternatives” when in fact they are fully reasonable, thereby continuing to fail to consider them thereby, prejudicially, impacting on the Objectors land detrimentally and unnecessarily;

#### 6.4.2 **Excessive Land Take** included in the Order

6.4.2.1 The promoter has failed to meet the requirements of Section 9 of its Guidance <sup>(75)</sup> namely, that:

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<sup>69</sup> EN010137-001872-S\_D6\_37\_Mona Response to Griff Parry D5 Submission

<sup>70</sup> REP5-113.3 in EN010137-001872-S\_D6\_37\_Mona Response to Griff Parry D5 Submission

<sup>71</sup> Section 37(3)(c) of the Planning Act 2008

<sup>72</sup> Sections 8: General Considerations; in Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land published by the Department for Communities and Local Government September 2013

<sup>73</sup> , the Department for Energy Security and Net Zero: Overarching National Policy Statement for Energy (EN-1)

<sup>74</sup> Section 14(d) of The Infrastructure Planning (Environmental Impact Assessment) Regulations 2017

<sup>75</sup> Section 9 of the Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land Department for Communities and Local Government September 2013

*“The applicant must have a clear idea of how they intend to use the land which it is proposed to acquire”*

In light of it having no clear idea it has instead merely drawn the limits of deviation excessively wide (as can be seen in the figure at 2.1 above) unnecessarily thereby causing detriment and prejudice to the Objectors.

- 6.4.2.2 Excessive **temporary** land take proposed (see 3.4 above also <sup>(4)(5)(6)(7)</sup>) merely for “convenience” rather than it being “required” or “necessary” for the “accomplishment of Mona” contrary to the Sections122)2)(a) and (b) of the 2008 Act <sup>(76)</sup> as clarified by the Sharkey case <sup>(27)(28)</sup>see sections 9.2.3 and 12 of the 7<sup>th</sup> August Submissions<sup>(77)</sup>. This thereby occasioning inefficient and wasteful use of land unnecessary causing avoidable harm and detriment being prejudicial to the Objectors.
- 6.4.2.3 Likewise excessive land taken or affected **permanently** (see 3.3 above also <sup>(4)(5)(6)(7)</sup>) again merely for “convenience” as the Promoter’s agents confirmed in their email of 11 August 2022 <sup>(11)</sup> i.e. that the excess land was required for “ease of construction” and for “ease of maintenance” (see 4.2 above) rather than being “required” or “necessary”. The unnecessarily large, sterilised area causing additional unnecessary detriment and prejudice to the Objectors.
- 6.4.2.4 On being challenged re the above the Promoter sought to erroneously justify the inclusion of the excessive land on the grounds that the excessive land “facilitated” or was “incidental to” Mona under Section 122)2)b) however the Promoter’s explanation of this directly conflicts with Section 11 of the guidance <sup>(78)</sup> which gives a strict example of facilitating land (i.e. for essential landscaping purposes). The differences were also put beyond doubt in Section 1 of Griff Parry’s November 4<sup>th</sup> Comments on Promoter Hearing Points <sup>(25)</sup>. Despite this the Promoter continues to include excessive land in the Order unnecessarily which is detrimental and prejudicial to the Objectors and needs to be removed.

### **6.4.3 impediments to the Scheme including securing funding**

- 6.4.3.1 Failing to identify and manage potential impediments to the Scheme including securing funding. The Promoter prefers instead to rely on including excessive land and excessive time windows as a contingency in order to deal with the issues as and when they arise later rather than identify and address them head on.
- 6.4.3.2 This issue has been subject to extensive exchanges during the examination process to which there is nothing to add other than in the unmodified Order, then the excessive notice periods and excessive land areas keep landowners in a long term head-lock whilst the Promoter tries

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<sup>76</sup> Sections122)2)(a) and (b) of the Planning Act 2008

<sup>77</sup> sections 9.2.3 and 12 of the 7<sup>th</sup> August Submissions (EN010137-000929-Griff Parry Deadline 1 Submission)

<sup>78</sup> Section 11 of the Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land Department for Communities and Local Government September 2013

to address the issues that will inevitably arise again putting the Objectors very much at risk of serious detriment if the Order is not modified.

## 6.5 Excessive Notice Serving Period and timescales generally

- 6.5.1.1 Article 21 of the Order seeks a window of 7 years by which to serve either temporary or permanent land notices <sup>(79)</sup>.
- 6.5.1.2 There have been several exchanges regarding this matter most recently in Griff Parry's November 4<sup>th</sup> Comments on MONA DCO <sup>(80)</sup>.
- 6.5.1.3 A window of only 3 years for notice serving was originally envisaged in Section 4 of the CPA 1965 <sup>(8)(9)</sup>. Section 154 of the 2008 Act suggests 5 years or above may be permitted only in exceptional circumstances. Yet the Promoter is seeking 7 years and the only grounds given are precedent from other orders granted which as explained previously are not relevant <sup>(47)</sup>.
- 6.5.1.4 Moreover extending the notice period in this way contravenes the guidance in both Wales <sup>(81)</sup> and England <sup>(82)</sup> which clearly call for a presumption in favour of a shorter rather than longer time periods in CPOs in an attempt to alleviate the impact on landowners.
- 6.5.1.5 For permanently taken land and rights the Promoter will be able to serve NTT near the end of 7 years and then wait up to a further 3 years to serve a NTE which in turn will specify its own notice period thereby taking this notice period to comfortably over 10 years. Since compensation including advance payments cannot be paid until entry is taken AFTER a NTE then this therefore also distorts the compensation payments due to the affected parties again detrimental and prejudicial to the Objectors.
- 6.5.1.6 Notwithstanding the question mark regarding the lawfulness of temporary possession powers in this matter <sup>(83)</sup>, for temporary land use and as currently drafted in the Order, the Promoter will be able to serve a 28 day notice near the end of the 7 years and then go on to use this stranglehold to occupy the land indefinitely with no mechanism such as a long stop date to expedite the works in order that the land can be returned (12 months after the works are completed). Once again this is very detrimental and harmful to the Objectors.
- 6.5.1.7 Until the Promoter satisfactorily explains which provision from which primary legislation it is relying on to be brought into effect using Section 120(5)(c) of the 2008 Act then the matter of the lawfulness of temporary

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<sup>79</sup> Article 21 of EN010137-000666-C1\_Mona\_Draft Development Consent Order (clean)DCO\_F03

<sup>80</sup> Point 6 of DCO HEARING-ISH6 on 11/12/2024 WRITTEN NOTES OF HEARING POINTS in EN010137-001990-Griff Parry-Deadline 6 Submission

<sup>81</sup> Section 67 of the Compulsory Purchase in Wales and 'The Criche Down Rules (Wales Version, 2020).

<sup>82</sup> Section 18 of the Guidance on Compulsory Purchase Process and The Criche Down Rules: Department For Communities and Local Government: February 2018 Update

<sup>83</sup> Point 9 of DCO HEARING-ISH6 on 11/12/2024 WRITTEN NOTES OF HEARING POINTS in EN010137-001990-Griff Parry-Deadline 6 Submission

powers remains unlawful as is explained in Griff Parry’s Deadline 6 submission on the Order <sup>(83)</sup> .

6.5.1.8 Notwithstanding the above, the expediency test set down in Section 120(5)c) of the 2008 Act as clarified in subsequent caselaw <sup>(84)</sup> requires a great many matters to be taken into account when determining that expediency and not least the impact of the matter (use of temporary powers) on the affected party.

6.5.1.9 Other impacts of using temporary powers in this DCO are summarised in the following table:

DISADVANTAGES TO LANDOWNER	BENEFIT TO PROMOTER
<b><u>Temporary Possession Versus Outright Land Acquisition and Sale Back Later</u></b>	
Outright acquisition means that landowner “knows where they stand” and a capital payment is released putting the landowner in funds enabling the landowner to make alternative arrangements and have the luxury of taking the view that if the land becomes available for buy back then it will be a “bonus”. Temporary occupation does have minor benefit that landowner is guaranteed to get some of the land back although when and which land will inevitably be ambiguous .	Outright acquisition is a serious disbenefit to the Promoter having to release large capital sums for land purchase and disturbance being a drain on the scheme funding.  Arguably this is justifiable on the basis of the severe disruption it intends to place on the landowners by putting them at a disadvantage instead.
<b><u>Notice Periods</u></b>	
Promoter can occupy the land long term on minimal 14 / 28 days’ notice - inadequate for any business.	Ability to take long term access on very short notice and no capital outlay.
<b><u>Valuation Date</u></b>	
No early or fixed valuation date on date of entry Losses due to temporary notice possibly lost from main claim.	No material impact.
<b><u>Condition of the Property on the Valuation Date (and extent of the “scheme”)</u></b>	
No clear and fair record of condition on the vesting date – i.e. condition changed (deteriorated) due to temporary notice and current case law “disregards narrower scheme”.	Can lead to lower compensation settlements - good for Promoter’s Budget.
<b><u>Lack of statutory or judicial guidance as to compensation</u></b>	

<sup>84</sup> Open Spaces Society v Secretary of State for Environment, Food and Rural Affairs [2021] EWCA Civ 241 (25 February 2021)



Lack of compensation code structure and framework leading to Imbalance in negotiating positions can lead to unequal negotiation and claimant not recovering full losses.	Can lead to lower compensation settlements - good for Promoter's Budget.
<b><u>Advance Payments (Under Section 52 of the LCA 1973)</u></b>	
Landowner has no mechanism to recover an advance payment leading to negative impact on cashflow which can be long term.	Can greatly assist the Promoter's cash flow.
<b><u>Statutory Interest</u></b>	
Advance Payments can only be made after entry is taken via NTE. Therefore no advance payment and no interest to make good for any delays for receipt of compensation leading to negative impact on cashflow.	Can lead to lower compensation settlements - good for Promoter's Budget.
<b><u>Long term occupation i.e. 6 years plus but no entitlement to occupiers basic loss</u></b>	
Landowner would have been assisted by Property & Basic Loss Payments in the event of outright purchase which is not applicable on temporary occupation.	Can lead to lower compensation settlements - good for Promoter's Budget
<b><u>Material Detriment / Section 8 of CPA 1965 and Sections 53-58 of LCA 1973</u></b>	
Mat Det process circumvented so landowners and occupiers lose right to claim.	No claims and settlements for material detriment - good for Promoter's Budget.
<b><u>Landowner Uncertainty</u></b>	
With limited Cashflow / under-recovery of compensation and no visibility as to the length of occupation the landowner is in a very precarious situation.	Conversely Promoter can continue in full certainty of open ended and unfettered occupation - There appears to be neither a need nor any incentive on a Promoter to serve any notice to treat other than the notice period reserved by Article 21of the current draft DCO.

**6.5.1.10** It is therefore clear from the table above that the use of temporary powers strongly favours the Promoter to the detriment of owners and occupiers. When looked at in the hard light of day then it is easy to see that such powers would never pass the “expediency test”<sup>(84)</sup> set down in Section 120)5)c) of the 2008 Act and notwithstanding and without prejudice to their lawfulness in any event, there is no other legal basis to include them in the Order.

## **7.0 CONCLUSION**

7.1 The matter of onshore route **pre-determination and pre-commitment** here has inevitably led to a catastrophic failure of both **consultation** generally as well as the Promoters ability to **consider (all) “reasonable alternatives”**. These have already

caused serious prejudicial detriment to the Objectors and this will only be exacerbated if this Order is confirmed without modification.

- 7.2 The Objectors are equally at risk from the Promoter's approach in **taking excessive land into the Order area** that is neither "required" or "necessary" for the accomplishment of Mona.
- 7.3 Likewise the detriment and harm that is likely to be suffered from the Promoter's cavalier approach to taking **excessive and unjustified notice serving timescales** for working occupation and taking permanent rights with no longstop cap to ensure that the works are carried out diligently and expeditiously is very material indeed.
- 7.4 The Promoter has not carried out a proper evaluation to demonstrate a **compelling case in the public interest outweighing the harm to the parties affected** as it is required to do. Instead it has merely provided a list of references and summaries of documents in two of its own deposited documents. At the same time it has not given any consideration to the harm done to individuals affected by Mona <sup>(85)(35)(36)</sup>.
- 7.5 It further seeks unlawful temporary powers (which themselves are unfavourable to those affected) as part of a wider land strategy that seeks to evade its proper responsibilities under provisions within Acts that seek to protect landowners.
- 7.6 The Promoter's ostrich like approach to identifying and managing impediments including being able to secure funding also risks leaving the Objectors, due to the chokehold of the excessive notice serving periods that the Promoter is seeking to enjoy, at risk and in limbo for a decade or more.
- 7.7 A minor modification to the Order to use one of reasonable Alternatives "A", "B" or "C" would almost entirely mitigate the impact on Robert Parry whilst still achieving 100% of the intended benefits of Mona. Likewise, Alternatives "D" or "E" in conjunction with reducing the limits of deviation to ensure that prudent and efficient use of the land has to take place together with reducing the notice serving period and giving a finite time period for temporary powers would go a substantial way to mitigate the impact on Robert Parry whilst again still achieving 100% of the intended benefits of Mona <sup>(47)(20)</sup>. The Promoter would be aware of this had it properly considered the impact on landowners as part of justifying its compelling case which has failed to do.
- 7.8 In light of the above the Objectors are respectfully requesting that the Plots be removed from the Order altogether. Reasonable alternatives are available and they simply have not been considered or if this is not possible then we respectfully request modification of the Order as indicated in the preceding text.
- 7.9 The Secretary of State should respectfully be asked to bear in mind its duties to make informed and impartial decisions under Section 25 of the Localism Act 2011 when it considers the requirements of Sections 104 and 106 of the Planning Act 2008. Section 104(4) particularly requires the Secretary of State to be satisfied that deciding the application in accordance with any relevant national policy statement would not lead

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<sup>85</sup> Section 3.0 of DL4 Comments on CAH01 Promoter Hearing Points (EN010137-001422-Griff Parry-CAH1 Comments- Deadline 4 Submission)

to the United Kingdom being in breach of any of its international obligations such as those of the Aarhus Convention <sup>(86)</sup>.

- 7.10 Further, the UK's important carbon zero ambitions are impressive and need to be supported however the Promoter's failures above are material failures of law and procedure which are arguably more important to uphold than meeting policy.
- 7.11 It is the Objectors opinion that to overlook these and confirm the Order without modification would be a serious breakdown in the rule of law. Not only that, it would also reward some fairly dubious practices on the Promoter's behalf giving rise to moral hazard and serving only to embolden every Promoter in the land to cut corners and engage in similar devious tactics in furtherance of their commercial aspirations.
- 7.12 The Objectors hope that the decision makers here will agree that the ends clearly do not justify the means deployed in this instance and come to the right decision accordingly.

Griffith Wynne Parry MRICS

Senior Consultant

The Brown Rural Partnership

Dated 14 January 2024



(Deadline 7)

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<sup>86</sup> Convention On Access To Information, Public Participation In Decision-Making And Access To Justice In Environmental Matters : Aarhus, Denmark: 25 June 1998.

# APPENDIX

## EXTRACTS FROM EWG STEERING GROUP MEETINGS

<b>MINUTES OF MEETING</b>			
Security Classification: Project Internal		Partners in UK offshore wind	
<b>MOM Number</b>	: 20211213_Morgan and Mona EP_EP Steering Group	<b>REV. No.</b>	: F01
<b>MOM Subject</b>	: Morgan and Mona Evidence Plan Steering Group Meeting 2 - Session 1		
<b>MINUTES OF MEETING</b>			
<b>MEETING DATE</b>	: 13/12/2021		
<b>MEETING LOCATION</b>	: Microsoft Teams		
<b>RECORDED BY</b>	: ██████████ (RPS)		
<b>ISSUED BY</b>	: ██████████ (RPS) / ██████████ (RPS)		
<b>PERSONS PRESENT:</b>			
<ul style="list-style-type: none"> <li>• ██████████ – bp (LH)</li> <li>• ██████████ – bp (MP)</li> <li>• ██████████ – bp (WD)</li> <li>• ██████████ – Wood (LG)</li> <li>• ██████████ – RPS (CR)</li> <li>• ██████████ – RPS (NS)</li> <li>• ██████████ – RPS (KL)</li> <li>• ██████████ – RPS (ST)</li> <li>• ██████████ – Natural England (MK)</li> <li>• ██████████ – Natural England (AuB)</li> <li>• ██████████ – Natural England (EH)</li> <li>• ██████████ – MMO (JS)</li> <li>• ██████████ – MMO (SJ)</li> <li>• ██████████ – JNCC (JW)</li> <li>• ██████████ – Planning Inspectorate (GB)</li> <li>• ██████████ – Planning Inspectorate (HT)</li> <li>• ██████████ – Environment Agency (LL)</li> </ul>			
<b>ITEM NO:</b>	<b>DISCUSSION ITEM:</b>	<b>Responsible party</b>	<b>Date</b>

“2. Overview of Projects (presented by MP)

..... “

	<p>Applicant plans to retain the original remit of the EP and for other topics use road maps where applicable.</p> <p><b>Cable Routing Study Introduction (Presented by KL)</b></p> <p>When the Projects reach scoping submission, the intention is that they will each have a single grid connection and therefore only one POI for Morgan and one for Mona. At the moment there are six POIs, four for Mona and two for Morgan. <u>There are a number of route corridors being developed for each POI, within each scoping search area. At this time, the Applicant is not asking for detailed feedback on the indicative routes as there are many indicative routes, most of which</u></p>		
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Rev: ANN

<Meeting Title Goes Here>

	<p><u>will fall away once there is a decision on the POIs by National Grid. The purpose of this meeting is to introduce the cable routing study, to illustrate the search areas and indicative routes and request high level feedback on any particularly sensitive receptors and the approach to the cable route study. We are not requesting detailed feedback on the routes at this time.</u></p>		
3.	<p><b>Cable Routing Study (presented by LG)</b></p> <p>The cable routing study is a technical GIS data driven study. The study looked at the six POIs and considered a number of options for each POI. The aim was to find technically feasible and the least environmentally constrained routes. It was not possible to avoid all</p>		

4.	<p><b>Site selection process</b> (presented by LG)</p> <p>The Applicant started the cable route selection study with very wide search areas. Constraints were categorised as hard or soft constraints. Hard constraints were no-go areas e.g. offshore platforms, aggregate areas and urban areas. The constraints were all mapped to exclude hard constraints and to understand the distribution of soft constraints. This was used to find the cable routes of least constraint. Landfall and substation location options were investigated by sending people out to these locations and taking detailed notes e.g. the state of the coastal defences, any other developments that are not visible from satellite imagery etc. The constraints were weighted to give a greater weighting to the constraints that have a greater bearing on the decision making process. Spatial mapping was used to interrogate the constraints e.g. to measure the length of a cable route through specific constraints. This enabled one route to be compared against another and each route was scored against each constraint. This gives each route option a ranking on how it compares against the other options therefore <u>allowing identification of the preferred route.</u> Reasonable alternatives have also been presented as we are looking for very early feedback and will be <u>looking for more detailed feedback</u> when the POI for each project is known. It will be possible to go back to the mapping stages of the selection study following stakeholder feedback.</p>		
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5.	<p><b>Identified constraints</b> (presented by LG)</p> <p>Each POI has several landfall options, <u>except Bodelwyddan, which has only one landfall option.</u> There are SPAs around the <u>entire North Wales and English coast</u> in this area therefore it has been impossible to completely avoid them. The Flyde MCZ blocks the coast in front of the Penwortham POI therefore the shortest route through the MCZ has been used. However, a detailed look at the distribution of the designated benthic habitats within the MCZ will be done of the POI chosen by NG and this may identify a different route as being the one least constrained. The Connah's Quay route goes through the narrowest point of the Dee Estuary SAC. In some places, there are multiple designations for the same habitats, however these have been considered separately</p>		
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**MINUTES OF MEETING**



Security Classification: Project Internal

**MOM Number** : 20220720\_Morgan and Mona SG **REV. No.** : F02  
**MOM Subject** : Morgan and Mona Evidence Plan Steering Group meeting 3.

**MINUTES OF MEETING**

**MEETING DATE** : 20/07/2022  
**MEETING LOCATION** : Microsoft Teams  
**RECORDED BY** : ██████████ (RPS)  
**ISSUED BY** : ██████████ (RPS)

**PERSONS PRESENT:**

- ██████████ - bp (GV)
- ██████████ - bp (MP)
- ██████████ - bp (WD)
- ██████████ - RPS (KL)
- ██████████
- ██████████ - Natural England (AuB)
- ██████████ - Natural England (LB)
- ██████████ - Natural England (MK)
- ██████████ - JNCC (JW)
- ██████████ - NRW (LR)
- ██████████ - Planning Inspectorate (GB)
- ██████████ - Planning Inspectorate (HT)
- ██████████ - MMO (JS)
- ██████████ - MMO (DN)

**APOLOGIES:**

ITEM NO:	DISCUSSION ITEM:	Responsible party	Date
1.	<b>Project update (presented by WD)</b>		
2.	<p><b>Offshore Cable Corridor route selection (presented by GV)</b></p> <p>This is a high-level overview. Detailed information on the site selection process will be presented within the site selection and consideration of alternatives chapter of the PEIR.</p> <p>Due to the Offshore Transmission Network Review (OTNR), National Grid (NG) could not initially provide a grid connection offer against the originally agreed programme. In order to mitigation the potential impacts of this on programme and the ability for Mona to potentially contribute to the 2030 Government targets for offshore wind energy, scoping reports were prepared against four potential points of interconnection (POI) to the grid. In March 2022 NG indicated a <u>strong likelihood for POI at Bodelwyddan. NG confirmed grid connection at Bodelwyddan in May 2022.</u></p>		