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Morlais Project

Document MOR/MM/DOC/0016: Rebuttal to Land & Lakes Proof of Evidence

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Author: Morlais, Menter Môn



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Land and Lakes Rebuttal

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December 2020

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The following tables provide an overview of the paragraphs of Mr Garner’s Proof of Evidence (CD POE082) on behalf of Land and Lakes (Anglesey) Limited which are addressed in this document, providing the paragraph numbers of this Rebuttal document where Mr Garner’s comments are addressed.

Mr Garner’s PoE Paragraph No.	Paragraph No. of this Rebuttal document
Appendices 11 to 15, paras 3.1 and 3.2, 4.2 and 4.3, and 6.2	3.3
3.2	4.7
2.3, 2.5 and Appendix 6	5.3 to 5.4, Diagram 1 and 2
4.2	5.5 to 5.10, Diagram 3 and 4
5.1	6.1 and 6.2
5.2 and 5.3	6.6, 6.7 and 6.7.1-6.7.3
5.6	6.9 to 6.11
5.7	6.12
5.10 (5.10.1 to 5.10.7)	6.13 (6.13.1 and 6.13.1)
5.11 (5.11.1 to 5.11.8)	6.14 (6.14.1 to 6.14.7)
5.12 (5.12.1 to 5.12.6)	6.15 (6.15.1 to 6.15.5)
6.1	Section 7

1. **Introduction.**

- 1.1 This is a response to the Proof of Evidence submitted by Mr Richard Garner BA (Architecture) RIBA ("Mr Garner's proof") and is written by Andrew D Billcliff I Eng. MIET. Director of Menter Môn Cyf and CPO witness.
- 1.2 As set out more fully in my main proof I have over 40 years of power generation experience, from building and commissioning MoD surface vessels and submarines (conventional and nuclear) and operating merchant vessels. In 1981 I joined the Central Electricity Generating Board ("CEGB") where I gained experience in civil nuclear power plant construction and operation, gas turbine and coal fired power station development construction and operation, and more recently through its successor companies, wind and hydropower development construction and operation. Penultimately as director of RWE npower Renewables and Innogy UK. Within that time I was involved in many commercial deals including buying the rights for Kielder HEP from National Grid, commercial due diligence on Gerasul in Brazil, bidding for Scottish Aluminium plants and various land deals to allow installation of hydropower assets and windfarms.
- 1.3 I have been engaged in discussions with Land and Lakes (Anglesey) Ltd ("Land and Lakes") since an initial meeting with them on the 13th June 2018.
- 1.4 Insofar as I can usefully comment on the content and subject matter of the evidence of Mr Garner, I have. However, the absence of comments on any particular point should not be taken as agreement to it.

2. **Description of Project.**

- 2.1 Menter Môn is a 3rd sector organisation fulfilling the Welsh Government requirement for part local ownership of renewable energy projects by 2020. The legal entity is Menter Môn Morlais Limited and the tidal energy project is named the Morlais project.
- 2.2 Menter Môn through the Morlais project brings together a group of tidal energy devices owned by several different organisations. Their generation output characteristics are varied, generation voltages and frequencies may be different depending on chosen technology.
- 2.3 The Morlais project is unusual in this respect. Projects would normally consist of a fleet of similar devices, say a wind farm with 100 x 3MW generating units running various marks of the same device, or a gas fired power station with perhaps 3 or more similar generators, one steam driven and 2 driven by gas turbines, with a number of these 'modules' making up the power station.

- 2.4 The project is designed to accommodate a broad scope of connected devices and a requirement of these connected parties is that they provide grid compliant electrical output at the termination point of their circuits.
- 2.5 The project is an enabler, to allow developers to connect their devices as efficiently as possible and to accommodate changes to installed capacity throughout the project's operational life. Critically it reduces the costs to each developer through sharing.

3. **Responsibility**

- 3.1 I have led the consultation with the Land and Lakes team since June 2018 and can speak confidently on the engineering solutions that we have proposed to attend to any concerns that Land and Lakes may have in relation to the project on their Estate.
- 3.2 I have also relied upon external advisors on the land rights negotiation (Baileys and Partners) and on specific technical engineering elements (Black and Veatch) where there has been need, and where on occasion requested by Land and Lakes.
- 3.3 I have noted that in many places in his proof, Mr Garner refers to ongoing discussions between Land and Lakes and Menter Môn/ Black and Veatch. He also includes plans provided at Appendices 11 – 15. This is all without prejudice correspondence and so should not have been referred to at all. Menter Mon hasn't given its consent to waive without prejudice privilege. We therefore ask the inspector to ignore:
 - 3.3.1 Appendices 11 to 15 (inclusive).
 - 3.3.2 All references and reliance on Appendices 8 to 10 in Paragraphs 3.1 and 3.2 under "Background and Discussions with Morlais to Date".
 - 3.3.3 All references and reliance to Appendices 11 within Paragraphs 4.2 and 4.3 under "Kingsland (Notices 2 and 3 – Plots 26 and 29)".
 - 3.3.4 All references and reliance to drawings provided by the Applicants engineers at Paragraph 6.2 under "Conclusions".
- 3.4 Mr Garner has relied in the preparation of his proof on a set of Appendices and a number of Core Documents. For ease of reference, I have sought to refer to the same within this rebuttal. The Core Documents concerned are as follows:
 - 3.4.1 TWAO drawing Map 5/ Plot 26 (Core Document – MDZ/A17.5)
 - 3.4.2 TWAO drawing Map 6/ Plot 29 (Core Document – MDZ/A17.6)

3.4.3 TWAO drawing Map 7/ Plot 40 (Core Document – MDZ/A17.7)

3.4.4 TWAO drawing Map 8/ Plot 43 (Core Document – MDZ/A17.8)

4. **Background and Discussions with Land and Lakes to date**

4.1 Mr Garner’s proof (Para 2.1) helpfully sets out the detail of the Notices dated 16th September 2019 relating to the applications made by Menter Môn Morlais Limited (“Menter Môn”) in relation to the Morlais Demonstration Zone Order (“Order”). The Notices describe the different rights proposed as being acquired over each of the plots concerned, the details of which are as follows:

4.1.1 Notice One – relating to an application to acquire land or rights in land (including the subsoil only in land) compulsorily; to impose restrictive covenants over land; to use land temporarily; to extinguish, override or suspend rights in land; to carry out protective works to buildings and to survey and investigate land identified as **plots 40 and 43** on the Draft Order Plans (Core Documents MDZ/A17.7 and MDZ/A17.8);

4.1.2 Notice Two – relating to an application to acquire those rights set out in Notice One in respect of land identified as **plot 29** on the Draft Order Plans (Core Document MDZ/A17.6);

4.1.3 Notice Three – relating to an application to use land temporarily; to extinguish, override or suspend rights in land; to carry out protective works to building and to survey and investigate land identified as **plot 26** on the Draft Order Plans (Core Document MDZ/A17.5).

4.2 Para 1.2.6 of Mr Garner’s proof is agreed. Land and Lakes have been a supporter of the Morlais renewable energy project.

4.3 Mr Garner’s proof (Para 2.2) accurately describes a period of discussion and negotiation between Morlais and Land and Lakes, during which the parties sought to agree proposals that would result in the least detriment and interference to Land and Lakes’ landholding and development proposals.

4.4 The period of discussion and negotiation described above involved meetings with external advisors, significant technical and engineering design work, numerous meetings with external advisors on site in the company of Mr Garner and other Land and Lakes representatives, and regular meetings with Land and Lakes to understand their concerns on interference, such that concerns raised could be thereafter attended to. It was this which facilitated the discussion on options that Mr Garner’s proof describes at Para 3.

- 4.5 Mr Garner's proof (Para 2.5) refers to the TWAO application as seeking a permanent easement across Land and Lakes' sites at Kingsland and Cae Glas, which he describes as having permanent ramifications for the:
- 4.5.1 Usability of land;
 - 4.5.2 Ability for Land and Lakes to implement the approved schemes for these sites; and
 - 4.5.3 limiting any future development aspirations.
- 4.6 A better description of the ramifications for the sites is to consider specifically the factors described at 4.5.1, 4.5.2 and 4.5.3 above within the context of each relevant plot within the Draft Order Plans, having regard to the rights described as applying under each Notice. By doing this within the context of my rebuttal against each relevant section of Mr Garner's proof (Paras 4 and 5), I hope to show that whilst the rights sought may impact usability of Land and Lakes sites, the impact on implementation and future development of both Kingsland and Cae Glas sites is likely to be minor.
- 4.7 Mr Garner's proof (Para 3.2) describes a specific point in a lengthy timeline of discussion and negotiation of the type of concerns being raised in what was an iterative process of design and feedback from Morlais to Land and Lakes. The correspondence that is referred to in Mr Garner's proof (Para 3.2) describes not only what Land and Lakes "remained concerned" about at that time in relation to the Cae Glas site, but also by that time areas in which they had "less concern". This simply evidences the productive and consultative approach adopted by both parties. I do not accept that mid-2019 signalled a point in time where there was any more or less concern expressed by Land and Lakes to the Morlais proposal than any other. The evidence in the correspondence dated 9th September is one of many more that predate and postdate this which describe the discussion and negotiation.

5. **Kingsland (Plots 26 and 29)**

- 5.1 TWAO drawing Map 5/ Plot 26 (Core Document – MDZ/A17.5) extends in total to 0.15 of an acre (0.06 ha). The intention of the Morlais scheme is to use the land temporarily (consistent with the rights described in Notice 3 at 4.1.3 above). Mr Garner's proof (Para 2.3) acknowledges this. As such whilst the usability of the land may be temporarily impacted upon confirmation of the TWAO in relation to this plot, it is my belief that it will not have any permanent ramification for the specific area of the Kingsland site.

5.2 Mr Garner’s proof does not specifically set out any specific concerns in relation to Plot 26 of the TWAO application which I hope is consistent with my comments at 5.1 above.

5.3 In considering whether any temporary rights secured over plot 26 in the Draft Order Plans (Core Document MDZ/A17.5) will have any impact on the ability of Land and Lakes to implement the planning permission, and whether or not it will limit the development potential of this part of the Kingsland site I have had regard to Appendix 6 of Mr Garner’s proof. Mr Garner has sought to define the level of what he describes as “encroachment” of plot 26 of the site boundary. I observe that there is a mistake in Mr Garner’s asserted location of encroachment as can be seen by comparing diagrams 1 and 2 below. **Diagram 1** is a screen shot of the relevant part of Appendix 6 and Diagram 2 is an extract from Core Document MDZ/A17.5):

5.3.1 Diagram 1





- 5.3.2 **Diagram 2 (above)** shows plot 26 being located further North East than has been shown on Mr Garner’s proof and located in an area defined by the key in Appendix 6 as “mixed tree planting”.
- 5.4 Having regard for my observations above, I am not convinced that confirmation of plot 26 of the Draft Order will limit any future development aspirations of this specific part of the Kingsland site as has been described in Mr Garner’s proof (Para 2.5).
- 5.5 With regard to Plot 29, Mr Garner’s proof (Para 4.2) refers to an area of easement as overlapping with the approved developable area of Kingsland, and further describes this as representing “a disproportionate and unnecessary effect on Land and Lakes”. Again, it is important to put this into context. **Diagram 3** below shows a screen shot of the planning application site boundary edged in red and highlighted by green arrows. Note by comparison the offset of the Order drawing for plot 29 (Core Document MDZ/A17.6) relative to this boundary (**Diagram 4**) which shows the

majority of plot 29 on land owned by Land and Lakes but located outwith their application site boundary. The green arrows denote the planning application site boundary relative to plot 29.

Diagram 3

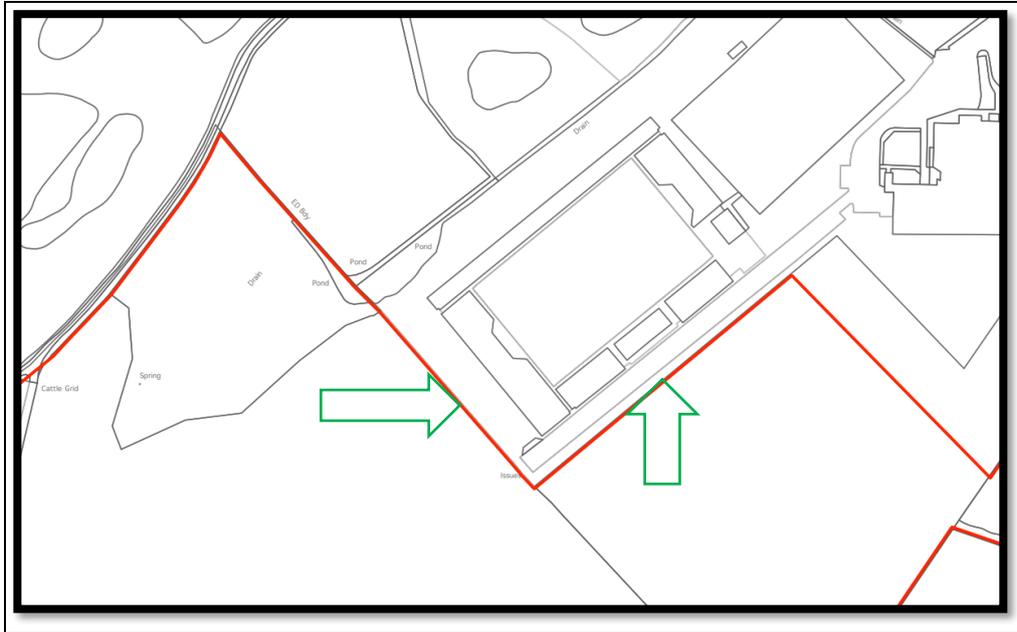
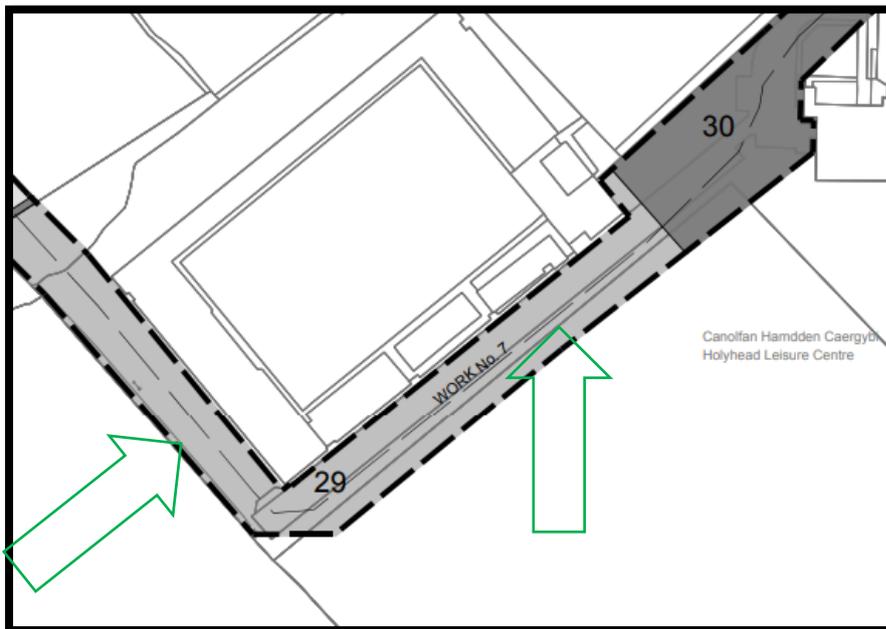


Diagram 4



- 5.6 The remaining part of Mr Garner's proof (Paras 4.2, 4.3 and 4.4) describes the process I have already outlined at paragraph 4.7.
- 5.7 Almost all of the Order drawing for plot 29 (Core Document MDZ/A17.6) shown on Map 6 of the TWAO application is located outwith the Land and Lakes planning application site boundary, and so the reference by Mr Garner

in his proof at (Para. 4.2) to the word “disproportionate” should be viewed in this context.

- 5.8 Whilst I accept that the Order drawing for plot 29 does overlap into the Kingsland site boundary, I don't accept it is “disproportionate” having regard for the boundary of plot 29 (Core Document MDZ/A17.6) and the level of overlap relative to the size of the proposed development site as a whole. The Kingsland development site extends to approximately 55.5 acres, and the overlap described above amounts to approximately 0.5 an acre which is less than 1% of the Kingsland development site. I also think it is material that the Order drawing for plot 29 is located at the outer perimeter of the Kingsland site in this location and as such does not sever Land and Lakes development site in this location. All these factors are better exemplified at Appendix 6 of Mr Garner's proof.
- 5.9 There are other material considerations relating to the extent (if at all) by which the boundary of plot 29 (Core Document MDZ/A17.6) limits the future development aspirations for this part of the Kingsland site. These include the level of flexibility contained within the outline planning consent to facilitate relocation of any leisure units that were considered affected, elsewhere within the Kingsland development site in the way alluded to as being possible in Mr Garner's proof (Para 5.7). This type of approach could also ensure that there is little risk of impact on the ability of Land and Lakes to implement their planning permission.
- 5.10 I would maintain that any such impact of the Morlais scheme in this regard should also consider (unrelated to the Morlais scheme) that the Kingsland planning consent and associated Section 106 Agreement (“S106”) may only follow agreement with Horizon (or other Wylfa developer) for prior use for worker accommodation. There are also further restrictions in the S106 Agreement regarding numbers and periods of use by nuclear workers. This is highlighted in Mr Garner's proof (Para 1.2.5). In September 2020 Hitachi announced that it would be pulling out of the Wylfa Newydd project albeit that the Wylfa Newydd DCO remains with the Secretary of State for determination by 31st December 2020. This is also highlighted in Mr Garner's proof (Para 1.2.5).

6. Cae Glas (Plots 40 and 43)

- 6.1 Mr Garner's proof (Para 5.1) refers to a horizontal directional drilling (HDD) area of 2.2 acres which he describes as large. It is accepted that of all the Draft Order Plans relevant to both Kingsland and Cae Glas site, the Order drawing for plot 43 (Core Document MDZ/A17.8) is likely to have the greatest impact relative to the other plots. However, and again in context, whilst the HDD area amounts 2.2 acres it forms part of a Cae Glas site which expands to over 240 acres, therefore amounting to approximately 1% of the site area. As such it is not accepted that in land terms the HDD area will result in a "significant loss of useable site area".
- 6.2 The reference to "useable site area" may require further definition because it's my understanding that a smaller rather than larger proportion of the overall land at the Cae Glas within the planning consent boundary is defined as "development area". The remaining areas are defined as "managed open space", "wildlife area", "existing grassland retained", "significant retained vegetation" and "parking".
- 6.6 Mr Garner's proof (Para 5.2) refers to a landscaped bund being relocated further into Land and Lakes development footprint to accommodate the TWAO proposals. At Para 5.3, Mr Garner refers to a marked-up plan at Appendix 8 which is said to demonstrate the loss. Appendix 8 does not appear to show this, but does help illustrate why Plots 40 and 43 of the TWAO are they size they are in this location, and may also illustrate why the bund as proposed by Land and Lakes is required to be where it is located. By reference to Appendix 8 of Mr Garner's proof, some of what I would call "common development constraints" (common to both the proposed Land and Lakes development and proposed Morlais development) are shown to include such things as:
- 6.6.1 High pressure gas main running parallel to the A55 and protected by an easement width.
 - 6.6.2 Topography challenges.
 - 6.6.3 Interface with other 3rd party ownerships within close proximity of the A55.
 - 6.6.4 Drainage challenges – note both culverts and drainage channels.
 - 6.6.5 Land cover – part woodland.

- 6.7 It is the interface of these “common development constraints” and the aspiration for the Morlais project to avoid where possible the same that justifies the need for contingency/ flexibility in this location to accommodate the areas shown as plots 40 and 43 under the Draft Order Plans (Core Documents MDZ/A17.7 and MDZ/A17.8). It would appear that the Land and Lakes development proposal in this location has also sought to be designed around the same common development constraints. Although not specifically referred to in Mr Garner’s proof, Appendix 5 seeks to illustrate the impact of plots 40 and 43 (Core Documents MDZ/A17.7 and MDZ/A17.8) on the intended Land and Lakes development. There are several observations to make about this:
- 6.7.1 It appears that the boundary of the Draft Order plans within Core Documents MDZ/A17.7 and MDZ/A17.8 have not been accurately plotted, using site specific measurements and the use of CAD files overlaid on to the Cae Glas Masterplan extract. As such it should not be relied upon to accurately illustrate the impact of loss:
 - 6.7.2 Plot 40 on the Draft Order Plan (Core Document MDZ/A17.7) whilst located within the development area and so with the potential to have an impact, is also mostly all located on land where Land and Lakes had no aspirations to develop leisure units at all;
 - 6.7.3 The area highlighted in green in Appendix 5 of Mr Garner’s proof shows what Mr Garner anticipates as the extent of impact on the development of lodges by assuming that the bund will have to be relocated to this location to accommodate the Menter Mon project. This is not necessarily the case as there is some likelihood in engineering terms that the bund and cable run can be accommodated either within the same footprint or in close proximity to each other having consideration of whether the Menter Mon project or Land and Lakes development comes first. This has formed part of the options and discussions that Mr Garner refers to in his proof at (Para 3). As such there are options available to mitigate the impact on the Cae Glas development site described in Mr Garner’s proof (Para 5.2). Notwithstanding this my comments on accuracy at 6.7.1 still apply.
- 6.8 It is accepted that any version of development of the Morlais project is likely to impact Land and Lakes to a greater extent at their Cae Glas site than their Kingsland site which is a point made in Mr Garner’s proof (Para 5.5).
- 6.9 I disagree with the statement made in Mr Garner’s proof (Para 5.6) that the project has only considered its route based on existing agricultural land use. The description given by Mr Garner earlier in his proof (Paras 3, 3.1, 4.2, 4.3, 5.4 and 5.5) show an iterative process of accommodating Land and

Lakes from early consultation right the way through to more recently. In fact, we continue to try and accommodate. This does not reflect a project which, as Mr Garner asserts, has considered only existing agricultural land rather than the Land and Lakes approved development site.

- 6.10 There are other material considerations relating to the extent by which the boundary of plots 40 and 43 (Core Documents MDZ/A17.7 and MDZ/A17.8)) limit the future development aspirations for the Cae Glas site, such as the level of flexibility contained within the outline planning consent to facilitate micro siting or an alternative housing layout to that detailed in Appendix 2 of Mr Garner's proof to avoid the risk of there being any material impact. This type of approach could also ensure that there is little risk of impact on the ability of Land and Lakes to implement their planning permission, or further develop the site.
- 6.11 In terms of the impact on the ability of Land and Lakes to implement their planning permission, I would maintain that any such impact of the Morlais scheme in this regard should also consider (unrelated to the Morlais scheme) that the Cae Glas planning consent and associated Section 106 Agreement ("S106") may only follow agreement with Horizon (or other Wylfa developer) for prior use for worker accommodation. There are also further restrictions in the S106 Agreement regarding numbers and periods of use by nuclear workers. This is highlighted in Mr Garner's proof (Para 1.2.5). Furthermore, the development of Cae Glas leisure accommodation is only permissible as an extension to the Penrhos Leisure Village development. In September 2020 Hitachi announced that it would be pulling out of the Wylfa Newydd project, although the Wylfa Newydd DCO remains with the Secretary of State for determination by 31st December 2020. This is also highlighted in Mr Garner's proof (Para 1.2.5).
- 6.12 Mr Garner's proof (Para 5.7) appears to outline his opinion of the potential loss. As has already been established the reference to the loss of two thirds of "development land" (approximately 5.12 acres) does not directly equate the loss of leisure development units. This is affirmed by Mr Garner in his proof also at (Para 5.7) when he refers to the ability to "relocate", having earlier in that same paragraph asserted something different which he says is "a loss of approximately 40 leisure units".
- 6.13 **Impact on surface water discharge from Cae Glas**
- 6.13.1 Mr Garner's Proof of Evidence (Para 5.10) identifies that surface water from Cae Glas will be discharged via two culverted streams which pass below the A55 expressway, and that surface water from the proposed Penrhos Leisure Village will drain via these culverts. The Proof proposes

that inadequate consideration has been given as to how both the Penrhos Leisure Village and the Morlais project will interact.

6.13.2 The detailed design and watercourse crossing information that is of interest to Mr Garner is not available at this stage in the development of the project. However, as the detailed design is developed, the Contractor who will be responsible for both the design and the construction of the onshore cable route will prepare, for discharge by the Isle of Anglesey County Council prior to the commencement of construction, a Code of Construction Practice that will include a Construction Method Statement for that phase. An appropriate solution will be agreed with Land and Lakes at that stage of the project.

6.14 **Impact on Woodland at Cae Glas**

6.14.1 With regard to the concerns raised about the route of the project cable infrastructure through rock (Para 5.11), the same point about the detailed design is valid. No project infrastructure would be constructed deeper into Cae Glas away from the A55 than the limits of the Order would allow and the mitigation that is secured covers the entire Order limits.

6.14.2 Mr Garner's proof (Paras 5.11.2 and 5.11.3) sets out concerns that Menter Mon have considered. I have personally met with Wales and West Utilities on site and they have pegged out the location of their gas mains such that we can accurately plot the cable location relative to the extent of the easement which protects their gas pipeline. I have also had discussions with Wales and West Senior Estates Surveyor about their Plant Protection guidance in readiness. The relevant plots on the Draft Order Plans (Core Document MDZ/A17.7 and MDZ/A17.8) contain sufficient flexibility to locate further away from the gas main if necessary. It is also a material consideration that the gas pipeline concerned was also able to be developed in this location having regard for the ground conditions described by Mr Garner in his proof at (Para 5.11.3).

6.14.3 The assessment of significant effects upon ecological resources has been considered in Chapter 19 of the Environmental Statement (Core document reference MDZ/A25.19). This assessment, as shown in Table 19-26, identified that there were no residual significant effects upon Onshore Ecological species including those identified in Appendix 21 of Mr Garner's Proof of Evidence. The loss of habitats and trees is assessed in the Environmental Statement to be minor adverse and not significant with the mitigation proposed. This likewise addresses impacts upon badger foraging habitat raised by Mr Garner as a concern in 5.11.6.

6.14.4 The Isle of Anglesey County Council, as confirmed in the Statement of Common Ground between the Council and the Applicant, holds no objection to the scheme on the matter of terrestrial (i.e. non marine) ecology. The inclusion of proposed Condition 9 of the deemed planning conditions secures the need for the applicant to undertake further surveys prior to the commencement of construction for species of concern identified in Appendix 21 and for the findings of these surveys to be shared with the Council prior to construction commencing. Morlais would be subject to all relevant ecological legislation, for example the Protection of Badgers Act 1992 should the surveys identify any protected species are to be disturbed.

6.14.5 The wording of proposed Condition 9, as agreed with Isle of Anglesey County Council, is as follows:

Prior to the commencement of construction, the scope for the following ecological surveys will be submitted to and approved in writing by the Planning Authority. The surveys will be designed to confirm that the ecological baseline has not materially changed since the surveys supporting the ES were undertaken and the approved scope will then be carried out in full. The results of the surveys will be provided to IACC prior to construction commencing.

- a. Otter;*
- b. Water vole;*
- c. Badger;*
- d. Bats;*
- e. Reptiles;*
- f. Great crested newt;*
- g. Breeding birds (including barn owl); and*
- h. Notable plant species, including:*
 - i. Spatulate Fleawort *Tephrosia integrifolia* subsp. *maritima*;*
 - ii. Golden-hair lichen *Teloschistes flavicans*;*
 - iii. Spotted rock-rose *Tuberaria guttata*; and*
 - iv. Wild Leek *Allium ampeloprasum*.*

6.14.6 The exception to the faunal species raised in Appendix 21 to Mr Garner's proof that are not included in proposed Condition 9 is red squirrel which, as identified in Paragraphs 269 to 273 of Chapter 19 of the Environmental Statement (Core document reference MDZ/A25.19), is assessed to have a negligible impact due to the micro-siting of the works during construction. No further survey or mitigation is therefore considered to be necessary to address impacts upon red squirrel.

6.14.7 With specific regard to badger, the Environmental Statement, and the Proof of Evidence of Mr Garner, in line with best practice, do not identify the location of known badger setts. Therefore, whether the cable route

and the mitigation sett referred to in the Proof are in conflict with each other is not immediately obvious, although micro-siting is likely to remove this constraint and discussions with Land and Lakes, in addition to the badger survey secured by condition, during the detailed design will address this matter.

6.15 Archaeology and Cultural Heritage

- 6.15.1 The assessment of significant effects upon onshore archaeology has been considered in Chapter 20 of the Environmental Statement (Core document reference MDZ/A25.20).
- 6.15.2 Mr Garner rightly identifies that the proposed Morlais cable route passes through an area of significant archaeological interest where non-designated heritage assets are likely to be present (Para 5.12), although Chapter 20 of the ES (Core Document Reference MDZ/A25.20) in paragraph 106 identifies that residual impacts upon these non-designated assets are “non-significant in EIA terms” given the mitigation that is proposed.
- 6.15.3 The Isle of Anglesey County Council, as confirmed in the Statement of Common Ground between the Council and the Applicant, holds no objection to the Morlais project on the matter of onshore archaeology. The inclusion of proposed Condition 12 of the deemed planning conditions secures the need for the Applicant to undertake further archaeological investigations and for the findings of these surveys to be shared with the Council prior to construction commencing.
- 6.15.4 The wording of proposed Condition 12, as agreed with Isle of Anglesey County Council, is as follows:

12) Prior to the commencement of development (including site clearance, topsoil strip, ground investigations or other groundworks), a Written Scheme of Investigation (WSI) for archaeological work informed by the geophysical investigation undertaken in March and April 2020 and the Trial Trenching undertaken in June 2020, shall be submitted to and approved in writing by the Local Planning Authority. The WSI will include:

- a. The proposed field investigation and recording methodology;*
- b. the proposed post-investigation programme including;
 - i. assessment,*
 - ii. analysis,*
 - iii. reporting,*
 - iv. publication,*
 - v. dissemination and,*
 - vi. archiving.**
- c. c. a dated timescale for the archaeological work proposed.*

6.15.5 With this WSI secured through planning condition, no further mitigation is considered necessary.

7. **Conclusions**

- 7.1 Mr Garner's proof (Para 6.1) states that the proposals detrimentally impact Land and Lakes' ability to implement its extant and future planning permissions by way of an unnecessary and overly large land take. However, I do not consider that is so.
- 7.2 With regard to the Kingsland Site, I am unclear on what basis Mr Garner suggests the rights sought over plot 26 (which he appears to misplace) would have an impact on the usability of the site. It is a relatively small take in relation to the overall Land and lakes ownership, is located on the outer perimeter of the land and lakes freehold, does not sever the site and, importantly, is only temporary. He has not provided any basis on which to say that it would prevent any implementation of his current or future development proposals and in any event it would appear that plot 26 whilst within the planning permission boundary is located outside the "development area" detailed in the relevant planning permission.
- 7.3 Whilst it is accepted that the Order drawing for plot 29 (also on the Kingsland site), does overlap into the "development area", I don't accept it is "disproportionate" having regard for the boundary of plot 29 (Core Document MDZ/A17.6) and the level of overlap relative to the size of the proposed development site as a whole. The Kingsland development site extends to approximately 55.5 acres, and the overlap described above amounts to approximately 0.5 an acre which is less than 1% of the Kingsland development site. Again, this is a relatively small take in relation to the overall Land and lakes ownership, is located on the outer perimeter of the land and lakes freehold and does not sever the site. He has not provided any basis on which to say that it would prevent any implementation of his current or future development proposals especially given the potential ability to relocate as alluded to in Mr Garner's proof (Para 5.7).
- 7.4 Plot 40 on the Draft Order Plan (Core Document MDZ/A17.7) whilst located within the development area and so with the potential to have an impact, is also mostly all located on land where Land and Lakes had no aspirations to develop leisure units at all.
- 7.5 I have also shown that the Draft Order plans for plots 40 and 43 cater for some of the common development constraints that Mr Garner has also identified by virtue of their size and location but I have also shown that there are means of mitigating impact on the Cae Glas development site by giving consideration to the engineering options of the bund and cable run can being

accommodated either within the same footprint or in close proximity to each other having consideration of whether the Menter Mon project or Land and Lakes development comes first in this location. The HDD area amounts to 2.2 acres of a Cae Glas site which expands to over 240 acres, therefore amounting to approximately 1% of the site area. As such it is not accepted that in land terms the HDD area will result in a "significant loss of useable site area".

- 7.6 In conclusion, whilst the rights sought may impact usability of Land and Lakes sites, the impact on implementation and future development of both Kingsland and Cae Glas sites is likely to be minor.
- 7.7 It is not clear when Land and Lakes will be able to implement their extant consent and this factor has nothing to do with the Morlais project. It is more likely that the timing of implementing consent will be linked to the conditions attached to the hybrid approval that Land and Lakes enjoy, namely dependant on what progress is made on Wylfa Newydd and the development timings that Land and Lakes have for the Penrhos Leisure Village which has to be first developed.
- 7.8 Mr Garner's proof (Para 6.2) also conflicts with his statement at para 5.6.
- 7.9 I have not seen any definitive evidence within Mr Garner's proof that the development of the Morlais scheme will equate to the loss of approximately 40 leisure unit plots especially given that Mr Garner's proof refers to the ability to "relocate".
- 7.10 For the reasons I have set out, the impact on implementation and future development of both Kingsland and Cae Glas sites is likely to be minor but the benefits are significant and undisputed, namely the local benefits including the creation of high quality jobs and the means by which this project will provide a source of reliable low carbon electricity contributing to the UK and Welsh Governments' 2050 climate change targets. Some of these benefits are in fact referred to in Mr Garner's proof (Para 1.2.6). Most importantly I believe that the Morlais scheme and Land and Lakes development aspirations can co-exist.