

Mr.A.Stokes,
Chief Executive Officer,
SMDC,
Moorlands House,
Stockwell Street,
Leek,
ST13 6HQ.

10/02/2024.

Dear Mr.Stokes,

Misleading statements made on the planning record in an email FOIA response to Mr.D.Walters on the 22/01/2024 @ 14:53:59 - Planning matters at Moneystone Quarry.

I have had drawn to my attention the contents of the above cited response by you to planning issues at Moneystone Quarry.

It gives me some comfort that you have at last made some admissions on the public record that bind you and the SMDC LPA.

As you will obviously have retained a copy I do not recite the entire contents of your reply to Mr. Walters but for the avoidance of doubt I have set out below in an Appendix those contents that are open to challenge as a matter of fact, procedure and law.

Preface.

As you will be aware Planning law and procedure is a creature of statute and contains no equity. SMDC LPA are obliged to comply with those provisions and of any Court decisions that construe the statutory provisions.

Additionally, as a member of the public I have Legitimate Expectations that you and the LPA will also comply with the SMDC Constitution, the adopted policies of the LPA and the 2016 adopted Statement of Community Involvement.

Constitutional provision stress the necessity for Officers and Councillors to act in a manner that shows respect for each other. In so far as the SMDC LPA Planning Application Committee (PAC) have heard and determined a Planning Application(SMD/2014/0682) it undermines the necessary trust between the members of the PAC when Officers seek to go behind a PAC decision in a manner that fails to support the decisions and reasons reached. To do so has the potential to destroy trust and the public's faith in the planning process. Compliance with the LPA Constitution is something the public it serves have a legitimate expectation that the Constitution will be upheld and properly applied.

As I set out below the now revealed and on the record facts and evidence on Planning Applications SMD/2014/0682 and SMD/2016/0378, clearly demonstrate attempts by Officers to undermine the properly reached decisions of the PAC in the cited planning applications.

For the sake of clarity I set out the details below.

SMD/2014/0682.

In 2015 this application was refused by the SMDC LPA PAC and the necessary notice of refusal and grounds for refusals and reasons was served on the Developers. The notice speaks for itself.

The Developer later issued a Notice of Appeal to the Planning Inspectorate (PINS) but asked the indulgence of PINS not to list the hearing of the Appeal as they had hopes and expectations that they would be able to reach an agreement with SMDC LPA as to their future plans that would satisfy the concerns of the PAC.

As soon as the SMD/2014/0682 had been lodged with PINS the role of the LPA was to support the PAC 's grounds and reasons for refusing the application. Other than what might be considered ' secretarial' duties SMD/2014/0682 lay outside of the control of Officers of SMD/2014/0682. Any other actions in relation to SMD/2014/0682 was Ultra Vires of SMDC LPA Powers.

At an early date I was appointed by PINS under Rule 6 as an interested party in the Appeal process. As a result I was copied into and kept advised as to proposals and discussions taking place between the Developers and the Officers of the SMDC LPA.

Once the Appeal was in the hands of PINS the LPA lost any control of how the Appeal of SMD/2014/0682 would proceed and be decided.

Copy correspondence shows that various proposals to compromise the Appeal were being advanced behind the curtain which for the majority of the time involved only the Appellants and Officers of the LPA and to a large extent bypassed members of the PAC until late in the process. This is established by responses to FOIA requests.

The main concerns of PINS centred upon how and/ or if at all the public were to be consulted upon the various and often changed compromise proposals being discussed between the Appellants and the LPA.

Finally in 2016 PINS, being unsatisfied with the varying proposals directed that the 0682 Appeal would be decided on the basis of the facts and evidence put before the PAC in 2015 when they refused the Application.

I was notified by PINS of their ruling. From that time SMDC LPA should not have attempted to tie the hands of the PINS Inspector by impliedly trying to change the basis of the Appeal by compromising the PAC decision of 2015. Rather they owed a duty to the members of SMDC LPA PAC to respect and support the decisions that they reached.

What the dates and the uncovered documentation now establish beyond doubt is as follows.

- (1) The various attempts by the Officers of the SMDC LPA and the Appellants related to SMD/2014/0682 the extant 'Outline Phased Planning Application' which was refused in 2015
- (2). That the 0682 application contained within it a S106 Agreement. It has long been established that a S106 Agreement is a contract to which the laws of contract apply.
- (3) Have lectured contract law at University I have familiarity with the legal requirements of a contract. Simply stated a Contract requires the following - (a) An Offer, (b) Acceptance, (c) An intention to be legally bound, (d) Consideration which usually means money or monies worth but can be in other forms (e) Agreement cannot be inferred but must be expressed. It entails the essential elements of a meeting of minds between the Offeree and the Offeror without which there can be no binding contract.

A rejection by either party to a contract of any contract term amounts to a repudiation of the whole contract and thus evidences a lack of agreement between the contracting parties.

These well known legal principles applied to both the wider contract in which for a fee the SMDC LPA accepted the 0682 planning application for processing according to well established legal and procedural requirements, and to the separate S106 Agreement contract.

Again it is established law that under the contractual doctrine of 'The Privity of Contract' only the parties to the contract have any rights in it. In the case of the cited 0682 Application this included the SMDC LPA and the Applicants

- (4) The documentation disclosed by way of the FOIA demonstrated that immediately upon the 2015 refusal of 0682, the LPA and the Appellants began discussing alternative plans for the development of the MQ site and thus the **parties repudiated the contract terms**, This removed the necessary requirement under contract law to demonstrate 'Agreement' and thus a meeting of minds.

This repudiation is evidenced in correspondence passing between the Appellants, PINS, the SMDC LPA and its Officers including Case Officer Jane Curley, Planning Officer B. Heywood and executive Director Mr. D. Larner.*

- (5). It follows that with the lodging of the PINS Appeal against the refusal of SMD/2014/0682 there

was no valid and necessary S106 Agreement in place, it having been repudiated by firstly the Appellants as evidenced in their correspondence with PINS and then its subsequent correspondence with Officers of SMDC LPA.

(6). On that basis the assertion made by Mr.A. Stokes in his email FOIA response to Mr. D. Walters dated 22/01/2024 that the 0682 Section 106 Agreement ' *fell away with the withdrawal of the Appeal*' was factually and legally incorrect and demonstrates a failure to understand essential legal contract requirements.

For the avoidance of doubt the necessary S106 Agreement featured in the 0682 application ceased to demonstrate any valid and necessary agreement and meeting of minds and thus lost its contractual validity from the date the Appellants lodged their Appeal and asserted that they had re- entered negotiations with Officers of SMDC LPA.

[* for further and necessary elaboration now see below with regard to (a) The SMD/2014/0682 Appeal process and the claimed validity of SMD/2016/0378.

SMD/2016/0378.

The following should be read having regard to my several earlier (eg 06/10/2023) and separate representations of the reasons why SMD/2016/ 0378 was invalid and ultra Vires of the SMDC LPA Powers.

These *further* representations arise out of the claims made by Mr.A.Stokes in his email FOIA response to Mr.D. Walters dated 22/01/2024.

I was present in the Chamber with others to hear the SMD/2016/0378 so called ' Outline Phased Planning Application'. I have retained a copy of the full webcast from SMDC LPA Planning website. Additionally I also have a full and accurate transcription of the whole hearing and where necessary

have referred to them in making these additional representations.

It is clear that on the hearing of the 0378 application the SMDC LPA and its Officers had no role to play in the 0682 Appeal save only what might be characterised as secretarial duties. Otherwise the whole Appeal was entirely within the control of PINS at that time.

At the hearing of SMD/2016/0378 the Case Officer Mrs. J Curley presented a commentary on the contents of her written report*. This made clear the changes that the Applicants had agreed with the LPA Planning Officers prior to the PAC hearing and that demonstrated *substantial* and *significant* changes to the 0682 version of the Developers plans for the MQ site.

Linked as 0378 was to SMD/2016/0388 it also contained references to the issue of access.

A careful and detailed check of the documentation presented by the Applicants in support of its 0378/0388 applications revealed that it represented to a very large degree a ' *cross loading*' into the SMD/2016/0378 & SMD/2016/0388 applications the plans reports and documentation from the refused SMD/2014/0682.

This included an uncritical use of material from the refused SMD/2014/0682 of virtually all such plans and documents which had not been updated since initial filing in 2014 or the refusal of the 0682 hearing and critically the red line parameter plan for the development remained identical.

Although in September 2016 the public had a legitimate expectation that it would be consulted in accordance with the SMDC LPA Statement of Community Involvement(SCI) on the largely unpublished changes being secretly negotiated between the Appellants and SMDC LPA Officers there had been no consultation that accorded with the SMDC LPA SCI.

Indeed there is still no produced such evidence of compliance despite FOIA requests or that the Case Officer or other Officers even considered the requirements of the SCI when bringing the 0378/0388 applications before the PAC on the 15/09/2016.

Nor have requests by way of FOIA asking for copies of the LPA's request for the details of the

Applicants intentions for the future development of Quarry 2 been supplied. Reminders have been sent and acknowledged but the information has not been supplied.

My repeated requests for the disclosure of the information as to the post 2015 refusal of 0682 as to the Applicants intentions for the development of Q2 have recently been escalated to a formal complaint.

Since the PAC hearing of SMD/2016/0378 on the 15/07/2016 the SMDC LPA have twice responded to my FOIA requests (Mr. B. Haywood) confirming that it is a valid(and later a ' wholly valid') Outline Phased Planning Permission. [see also the details of why I argue that is not a valid Outline Phased Planning Permission as set out in my on the record representations dated 06/10/2023].

Evidence arising from documents disclosed since the PAC hearing on the 15/09/2016.

1. I refer to the details contained within the purported notice dated 26/10/2016 signed by SMDC Planning Officer Mr. B. Haywood. This notice is a statutory and formal notice that sets out with specificity the terms of the grant of Outline Planning Permission and as required by law also gives the grounds and reasons for granting the permission and any limitations on its extent. As a requirement of statute the accuracy of the notice is vital and any errors invalidate the notice. I draw to attention the following matters of grave concern. (a) under a heading setting out a proper recital of the two Statutory Acts that governed the granting of the SMD/2016/0378 Permission, Mr. Haywood has set out the '***Description of the Development thereby granted***'. Please note that by way of emphasis and in a bracket at the end of this description he shows thus (**SMD/2014/00682**)
2. At the date of the notice (26/10/2016) Mr. Haywood acting in his capacity of SMDC LPA Planning Officer must have known this amounted to a **misdescription** of the Permission granted by the members of the PAC. It has raised an issue of actual and/or apparent bias by Mr. Haywood in favour of the Applicants.

3. The dating of documentation demonstrates that on both the 15/09/2016 and the 26/10/2016 (i) The Appeal of SMD/2014/0682 was in the control of PINS (ii) that the Appellants had written to PINS asking them to hold back their Appeal against refusal as they were in negotiations with SMDC LPA Officers in the hope and expectation of negotiating an agreement that would satisfy the PAC's concerns resulting in the refusal of SMD/2014/0682. As he wrote his notice of Outline Phased Planning Permission SMD/2016/0378 Mr. Haywood would most certainly have known of those negotiations and in all probability a party to them and was involved in aspects of them. He would also have known - (and he is presumed to have read and approved the Report prepared by the Case Officer Mrs.J.Curley presented to the PAC at the hearing of SMD/2016/0378).
4. Additionally as an Officer of SMDC LPA he would or should have been aware of the contents of the LPA Statement of Community Involvement (SCI) which had been adopted in March 2016 and which had direct applicability to any changes made or to be recommended for approval by the PAC of the refused SMD/2014/0682 in considering a recommendation to grant SMD/2016/0378.
5. I am aware that on 04/02/2024 @ 18:25:05 Resident Mr. D. Walter wrote to Mr.A.Stokes under a heading ' **Urgent Legal Review Required**' and set out with precision extracts from the Case Officers report to the PAC at the hearing of the SMD/2016/0378 application. He, like me and many other residents were present to see and hear the proceedings. Because Mr. Walters has set out the relevant quotes which emphasises the differences between the (then) Appealed SMD/2014/0682 refusal and the hearing of SMD/2016/0378, I leave Mr. Stokes to read them for himself. I adopt the detail of Mr. Walters Representations so as to avoid repetition in these representations.
6. On a date as yet undisclosed by way of FOIA requests but certainly by both the 15/09/2016 and the 26/10/2016 Officers of SMDC LPA knew or were deemed to know both the relevant statutory and Case law and the requirements of its' own SCI. None of the documentation that is expressly or impliedly referred to in the contents of the ' secret' discussions that are now revealed to have been taking place between the Case Officer, Mr. Haywood, Mr. D. Larner and possibly other SMDC LPA Officers was ever shared with the public who had legitimate expectations that they would be

consulted in compliance with the terms of the adopted consultation policy within the SCI.

7. I will set out in more detail other factual and documentary evidence later but I wish to deal specifically in this paragraph with the period between the lodging of the 0682 Appeal with PINS and the 26/10/2016. The clear and unarguable failure of compliance by SMDC Officers with its own adopted SCI policy as to consultation during this period as to the detail of the two Applications ie The Appeal 0682 and the validation and hearing of SMD/2016/0378, gives rise to evidence on and of procedural failures of compliance on the requirement of consultation on the substantial and significant changes made between the refusal of SMD/2014/0682 and the granting of SMD/2016/0378. I therefore return in 8 below to the matter of bias or apparent bias exercised by Mr. B. Haywood in the notice of Outline Phased Planning Permission that he signed and issued on the 26/10/2016. From no later than the date that 0682 was Appealed the issues raised in these representations were in the public domain and no legitimate basis existed for the failures of disclosure and compliance with FOIA requirements.
8. Describing as he did on the 26/10/2016 in the Outline Planning Permission and in the terms used, raise the clearest indication that Mr. Haywood was building into the Outline Planning Permission 0378 a *false description* presumably in the expectation that PINS would grant the Appeal still awaiting hearing. This amounts to evidence of bias or at least the appearance of bias in favour of the Applicants . It also raises a potential consequence still not addressed by Officers of SNDC LPA. On the 26/10/2016 there was an outstanding possibility that PINS would grant SMD/2014/0682, which was the first iteration of an application for an *Outline Phased Planning Permission*, the Appeal of which was to continue up to the 08/11/2017. Logic, legal, and procedural requirements dictate that it is not possible to have two parallel ' Outline Phased Planning Permission ' in respect of the exact same redlined MQ site. And yet both the Appellants and the SMDC LPA continued to allow the SMD/2016/0378 Outline Phased Planning Permission to run in parallel under the banner of an identical description of what had purportedly been granted by the PAC in a clear and obvious false and illogical claim. Even without more (set out in 9 below) this planning nonsense was

permitted to run. It has always been open to SMDC Officers to consider how to achieve a rectification of the misdescription of exactly what SMD/2016/0378 was in fact permitting. I am left with a feeling that Officers are not capable of accepting the error so clearly and obviously demonstrated. When I obtained a copy of the SMD/20/6/0378 decision notice I read and checked it. I found a reference in Mr. Haywood's document to the ' Applicants' having (*past tense*) entered into a ' unilateral agreement' with the LPA. This seemed an unusual expression which I took to mean a ' S106 Agreement'. I wrote to Mr. Haywood asking for clarification . His brief response confirmed that it 'meant a S106 Agreement'.

The period between 26/10/2016 and the 13/07/2017.

As the Petitioner seeking a Judicial Review (JR)in the matter of the SMD/2016/0378 grant of permission I was entitled to and did receive from my Solicitor and the High Court various court documentation as to the future JR hearing. By use of those documents and also other documentation disclosed to me by PINS over time, it seemed clear to me that various legal and procedural matters connected to the efficient running of the then awaited SMD/2014/0682 Appeal needed clarification. I was able to persuade PINS that the appointed Planning Inspector should hold a direction hearing to give instructions to the various parties to the Appeal to ensure its efficient and proper hearing.

In consequence a directions hearing was held at Moorlands House in late July 2017. Present was the Inspector, the Appellants and their Queens Counsel, and six Rule 6 participants including myself. At the Inspectors hearing Queens Counsel acting for the Appellants advised the Inspector that he was submitting an amended S106 Agreement that 'contained a blue pencil test' As a lawyer having a knowledge of Contract law I understood the significance of the introduction of a changed S106 Agreement.

Following the Appellants Q.C, announcement of this new version of a S106 Agreement a copy of the document, literally hot off the printer, was provided to the Inspector and to each of the Rule 6 persons

with status in the Appeal hearing. This document was dated 13/07/2017 and signed by SMDC LPA Officer Mr. Ben Haywood.

I used the S106 Agreement dated 13/07/2017 as a basis to submit FOIA Requests. I also used information from the document to ask PINS for the disclosure of other material that was part of the appeal process.

The result was that SMDC LPA supplied to me a copy of a 'secret' Report prepared and submitted by SMDC LPA Officer Mr. D. Larner and dated 13/07/2017 to members of the PAC. Using the narrative contained within Mr. Larner's report to make further FOIA request I discovered other documents that gave me concerns and which still do so.

For the purpose of these representations and as they relate to the validity of SMD/2016/0378 the following factual and on the face of the public record of the SMDC LPA are now established.

(a) By the 13/07/2017 PINS had told the SMDC LPA that the Appeal in respect of SMD/2014/0682 that the PAC refusal would be heard and determined by the Inspector on the same basis and evidence presented to the PAC at the 2015 hearing.

It must therefore have been clear to SMDC LPA Officers and specifically Mr. B. Haywood and Mr.D. Larner that PINS had rejected the 'secret' agreement made between the Appellants and the Officers of the LPA. Mr.Larner's report effectively states that to be the case.

Some of the other evidence is demonstrated in the wording of the Report of Mr.D. Larner of 13/07/2017 and it perhaps explains why the document was marked 'Not for publication''

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The following are the legal and procedural consequences of the facts and evidence recited above.

(a). The Larner report based on a plain reading of the words used demonstrates that any claimed 'approval' given by the PAC at its hearing on the 13/07/2017 was clearly conditional upon future decisions of the PINS Inspector at the then forthcoming Appeal hearing. Unless those conditions were met in full then the PAC could not be taken to have approved a compromise reached by Officers with

the Appellants.

(b) The production of a new S106 Agreement signed and dated 13/07/2017 by the Appellants and the LPA Officers was clear evidence of a **Repudiation** of the earlier S106 Agreement dated 26/10/2016.

(c) The S106 Agreement dated 13/07/2017 even if it had any validity was self evidently ex post facto of the refusal of SMD/2014/0682 and it also included the significant change of adding in a ' Blue Pencil Test'. The legal and procedural consequence of this state of affairs was that the S106 Agreement embodied within the 26/10/2016 Formal Notice of Outline Planning Permission had been removed from the claimed permission by virtue of its repudiation and ceased to exist legally or contractually.

The S106 Agreement which was different both in its content and its ' blue pencil test' legal strategy, if it existed at all, did so until the first morning of the SMD/2014/0682 Appeal Hearing the 07/11/2017 due to factual events at the start of the hearing of the Appeal.

I was present in the Chamber in Moorlands House on the morning of the 07/11/2017 which was the first day of the formal hearing. It was convened before the appointed PINS Inspector and is properly regarded as a Judicial Hearing.

After various formalities had been complied with and at the earliest stage thereafter the Appellants Queen Counsel produced to the Inspector a version of a S106 Agreement and explained that it was a new version of the 13/07/2027 document and that the ' blue pencil test' had been removed and other consequential changes had been made. The Appeal hearing then got underway and during its progress a copy of the new S106 Agreement dated 07/11/2017 was handed to Rule 6 parties an hour or so later.

The consequence of the production of the S106 Agreement and dated 07/11/2017 had the legal consequence of rendering the 13/07/2017 version of a S106 Agreement void by virtue of Repudiation. At that stage the SMD/2014/0682 which of course started life as an ' Outline Phased Planning Application' was once more robbed of its necessary S106 Agreement.

However and because by virtue of the procedural actions of SMDC LPA from the hearing of the PAC on the 15/09/2016 up to and including the 07/11/2017 the SMD/2016/0378 was also rendered

defective because the S106 Agreement of 07/12/2017 also amounted as a repudiation of the version embodied within SMD/2016/0378. It has not been replaced.

I now turn to the hearing of the continued Appeal hearing dated the 08/11/2017. The hearing was convened with all parties present except the Appellants who were locked in consultation with their Queens Counsel for a period of about an hour.

Upon the arrival into the hearing the Appellants QC invited the Inspector to mark the 0682 Appeal as withdrawn. This was agreed by the Inspector. From that moment until the current time the SMD/2016/0378 has lacked a necessary valid S106 Agreement and in consequences of other failings and breaches of Planning law and procedures it is no long open to the Developers or the SMDC LPA to claim reliance upon SMD/2016/0378 as a basis for a necessary Outline Phased Planning Permission.

Conclusion.

It seems to me to be very unlikely that Mr. Stokes would not have sought legal advice in writing to Mr. Walters and making the admissions on the record that he has.

I invited him in discharge of his own obligations and on behalf of the SMDC LPA and in discharge of the LPA stated statutory obligations as set out in the SMDC LPA SCI dated March 2016 to disclose to me any legal advice he received prior to writing and sending his letter of 22/01/24 to Mr. Walters.

In the cited letter from Mr. Stokes to Mr. Walters and which I have set out in the Appendix below Mr. Stokes when dealing with the SMD/2014/0682 Appeal has said this..." against the refusal, to in effect, brings it into line with the resolution approved which they had already made in respect in respect of SMD/2016/0378. " This claim is starkly wrong as extremely surprising by an Officer have at hand legal expertise to advise him. The following statutory and contract legal provision demonstrate how this claim simply cannot be allowed to remain unchallenged. The relevant matters are,

(a) The matters set out in Mr. Larner's Report to member of the PAC in no way attached to the application SMD/2016/0378. Its clear and obvious purpose was an attempt (which failed prior to the 13/07/2017 by a ruling of the PAC) to condition any changes to that Appeal hearing, which conditions

were never met.

(b) The attempt was in any event ex post facto of contracts claimed to have been agreed and entered into on the 26/10/2016 with the issue of the faulty notice dated 26/10/2016

Contract law also requires formalities in both contractual matters at issue which have not been complied with.

(c) The Law is clear that with the issue of the Notice of Outline Phased Planning Permission it is not open to the SMDC LPA CEO to reinterpret what the parties had agreed after the conclusions and sending of the notice. The evidence of a clear lack of agreement of the contractual terms adds even greater weight to the fact that the use of the somewhat woolly expression "in effect brings it into line.." The very words used by Mr. Stokes are redolent of the doubts he still had and it is not possible to 'infer' an agreement that on the evidence plainly did not exist.

(d). With respect can I draw Mr. Stokes attention to the Town & Country Planning Act 1990 as amended and the authoritative rulings of many Judicial finding. which provides in short the following, "There can be no modifications to SMD/2016/0378 that are fundamental and substantial. The LPA must be satisfied that the amendment(s) sought are non- material".

The substantial weight of documentary and other evidence makes it clear that the changes required to SMD/2014/0682 were of such fundamental and substantial nature that Mr. Stokes cannot by some sleight of hand now legitimately claim that the actions he claims 'brought matters into line. They did not. Mr. Stokes is invited to withdraw his claim to this effect as misleading.

SMDC LPA and its PAC also have a duty to demonstrate that it reaches consistent decisions. Having been a interested party in the Teanford planning refusal for retrospective planning permission and an application strongly but wrongly supported by Mr. B. Haywood at the December 2023 I was pleased to note that the PAC chose to refuse the attempt to put right extensive planning errors by the Developers on precisely the grounds that such changes were in fact substantial and and fundamental (especially as to levels which is of course one of the conditions set out in the SMD/2016/0378).

It would be wholly wrong of Mr. Stokes to claim a validity on the 22/01/2024 which the SMD LPA PAC

had correctly found as a reason for refusal. Could it be that Mr. Stokes did not understand the legal and procedural requirements that still bound him on the 22/01/2024?

The manifest misleading contents of the SMD/2016/0378 Outline Phased Planning Application prepared and sent out by Mr. B. Haywood and on various subsequent dates asserting the legality of the SMD/2016/0378 Planning notice dated 26/10/2016 and many other examples already cited in earlier representation, raise concerns about the inaccurate claims made by Mr. Stokes in his letter of 22/01/2024 and other of his colleagues.

I invite him to set the record straight in the exercise of his legal obligation to deal with me and other residents in a **straight forward and consistent way** in accordance with the Judgement of LJ LAWS in the case of R.(Bhatt Murphy-v- independent Assessor)[2008] EWCA Civ 755 and the related chain of legal case Authorities that I cited in my earlier Representation (eg 06/10/2023).

*With regard to the disclosure of Information arising from my FOIA requests I have been supplied by SMDC LPA a document originating from the Case Officer Mrs.J. Curley. Its contents seem to me to raise serious issue of fact, law and procedure in the matters of SMD/2016/0378, SMD/2016/0388, The High Court Judicial Review proceedings and the Appeal of SMD/2014/0682.

It is my intention to refer to documentation that I have in remote storage for the purpose of complete accuracy and as I am not able to access that documentation until the middle of March 2024 I reserve the right to comment further upon its detail contents.

Freedom of Information Act Request.

1. Please advise the full costs incurred by the SMDC LPA since 01/01/2010 up to the date hereof in the processing and determination of all aspects of all the Planning Applications made by Laver Leisure(Oakamoor) Ltd in respect of the Moneystone Quarry site.

2. On what date if at all did SMDC LPA carry out a Due Diligence assessment of the Applicants.
Please provide a copy if one exists.?
3. Has the SMDC LPA been paid in full the various fees indicated in each of the submitted Applications?
4. Has SMDC LPA imposed or obtained any indemnity or Bond payments from the Applicants to cover any outstanding costs if any?

Please arrange for these Representations to be entered upon the public planning record of the following cited Applications, SMD/2014/0682, SMD/2016/0378, SMD/2016/0388, SMD/2019/ 0646, SMD/2019/0716, SMD/2019/0725, SMD/2022/0014.

Please acknowledge receipt of these representations and the FOIA request.

Yours sincerely,
Paul Housiaux
Resident,
Whiston .
10/02/2024.

APPENDIX.

Quotes from Email from Andrew Stokes to Mr. D. Walters dated 22/01/2024 @ 14:52:59.

.....

" The Confidential Report of Mr.Dai Lerner of the 13/07/2017 to enter into a section 106 Agreement in respect of the [SMD/2014/0682] Appeal against the refusal to in effect, bring it into line with the

resolution to approve which they [? PAC?] had already made in respect of SMD/2016/0378".....

" The Appeal was withdrawn. With the withdrawal of that Appeal the Section 106 Agreement entered into in respect of SMD/2014/0682 *falls away*"...*.

" Notwithstanding this There is nothing within the resolution made by the committee on the 13/07/2017 to the Section 106 Agreement that was entered into pursuant to it, that would or could prevent the Applicant making a stand alone application for any development outside of the red line....."

" The Applicant was and is legally entitled to make a planning application for the retention and conversion of the Laboratory building"...(SMD/2019/0716)

Set out AS quotes.