

**Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar**

5th July 2019

RECEIVED

11 JUL 2019

**PLANNING & PLACE
COUNTY BUILDINGS**

**19 Harbour Place
Burnetisland
Fife
KY3 3DP**

Ref : Application 19/00439 full (Variation of Condition 1)

Dear Sir,

I strongly object to the proposed Variation of Condition 1 of 15/00330 requesting a 5 year extension to the existing planning application.

It is well documented that such power generation schemes are currently not viable without Government direct funding . There are serious environmental and financial issues in Fife in regards to historic open cast coal mines . The owners of these developments pocketed all the profits during the operational-periods. To then simply dispose of the open cast coal mines before decommissioning and site restoration's cost liabilities were needed . In 20 years time the amount of renewable energy generated by this small solar farm will be at minuscule levels in regards to currently approved offshore wind farm developments on the East Coast of Scotland. This planning application is a method to delay the decommissioning and site restoration's cost liabilities.

Yours Sincerely

John Wilson

Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar
DD8 1AN

RECEIVED

12 JUL 2019

PLANNING & PLACE
COUNTY BUILDINGS

David Wood
Pressock Farm House
Angus

Ref : Planning Application 19/00439 full (Variation of Condition 1)

Dear Sir,

I wish to object to the proposed Variation of Condition 1 of 15/00330 requesting a 5 year extension to the existing planning application.

A 5 year extension of this development will do nothing with regards to the longer term operation and viability of this development . Planning application 19/00439 is simply opportunity to increase the current resale value .

Since 23rd Dec 2016 Pressock Solar Farm SEL PV 09 Ltd has had five different owners.

23rd Dec 2016 Metka Industrial Construction SA (No notification to companies house with regards changes to person with significant control)

6th July 2017 Cessation of Metka Industrial Construction SA as a person with significant control

6th July 2017 Notification of Mytilneos Holdings SA as a person of significant control

21st Dec 2017 Cessation of Mytilneos Holdings Sa as a person of significant control.

21st Nov 2017 Notification of Lightsource SPV 286 Ltd as person of significant control

4th May 2018 Cessation of Lightsource SPV286 Ltd as person of significant control

4th May 2018 Notification of RI Income UK Holding Ltd as person of significant control

11th Jan 2019 Cessation of RI Income UK Holding Ltd as person of significant control.

11th Jan 2019 Notification of Lightsource SPV 286 Ltd as person of significant control

11th Jan 2019 RLE details .Relevant Legal entity (Lightsource BP)

On the 4th May 2018 SPV 286 Lightsource BP sold its investments in the subsidiaries listed below to RI Income UK Holding. The disposal of the investment resulted in a profit on disposal of £1.4m

Entity	Consideration £
SEL PV 09 Ltd (Pressock Solar Farm)	4,551,534
Green Lane Solar Limited	4,944,446
High Point Solar Limited	4,657,616
North Tenement Solar Limited	<u>6,903,226</u>
	21,056,822

During the period of ownership (4th May 2018 to 11th Jan 2019) by RI UK Holdings Ltd .Pressock Solar farm was inspected and it was determined that the land on which it was constructed was allowing the solar panel mounting frames to move which in turn caused damage to the rigid solar panel fixed on the steel support structures . Remedial works were carried out to attempt to improve the anchoring of the steel support members of that were located with the flood plain section of the development. It is assumed further remedial works will be required in the future. RI Holding UK Ltd exercised an option to sell Pressock Solar Farm back to Lightsource BP on 11th Jan 2019.

Based on the disposal value of Pressock Solar Farm of £5,551.534. A five year extension approved now would generate an immediate paper profit in excess of **£1.0 million to Lightsource BP**

Lightsource BP long term commitment to Pressock Solar Farm with a sub 5 megawatt scheme should be measured against their recent decision with regards to a 120-hectare plot off Berryhill Road near Fowlis, in Angus . On land bordering the southern edge of the Piperdam leisure resort for a 49.99 megawatt scheme (The proposed site had 10 times the generating capacity of Pressock Solar Farm) .

Quote : We (Lightsource BP) considered the possibility of amending the site design and removing certain fields, but unfortunately this would have resulted in **insufficient land for a viable project**, and ultimately we took the decision not to proceed.

Yours Faithfully

Mr David Wood

7th July 2019

Letter received from Lindsay Smith, Paddock View, Pressock, Guthrie, Forfar DD8 2SN received 12.07.19 reads as follows:-

PLANNING APPLICATION REF 19/00439/FULL

APPLICATION UNDER SECTION 42 FOR VARIATION OF CONDITION 1 OF PLANNING PERMISSION 15/00330/FULL TO EXTEND THE OPERATIONAL LIFE OF THE PERMITTED AND CONSTRUCTED SOLAR FARM FOR AN ADDITIONAL FIVE YEAR PERIOD, FROM 26 YEARS AFTER THE DATE WHEN ELECTRICITY IS FIRST GENERATED TO 31 YEARS

"Dear Sir/Madam

I write now to object to this variation to Condition 1 and other conditions as agreed by the committee that have been changed over the intervening period up until today.

These planning applications contained fragrant untruths and misleading information and have done so since day one. I can see no reason for this application other than to cover up past changes retrospectively at this time the site has been up and running for only two years.

I sincerely hope the Committee have been informed of the subsidence of the panels already and the subsequent repairs that have had to be carried out.

The ownership of this site/solar farm looks like it belongs to more than one company? Who is going to carry the burden for the reinstatement bond now and for the proposed added 5 years and for any further extension they may apply for thereafter."

Yours sincerely

Lindsay Smith

TaylorE

Subject: FW: Angus Solar Farms 19/00439/FULL

From: David Wood [mailto: [information redacted]]
Sent: 10 July 2019 19:25
To: TaylorE
Subject: RE: Angus Solar Farms 19/00439/FULL

Ed,

- 1/ There will be enough objections lodged to ensure this application is put before the Development Standards Committee .
- 2/ The individuals in Angus Council are [information redacted] (please keep this information confidential) .This is why the question regarding delegated authority was raised
- 3/ I had a historic Customer Compliant Ref 1946748 level 2 in regards to this issue
- 4/ Believing some wrong has occurred and getting the documentary evidence to support this is not simple . I did some research for the most recent planning application and everything dropped into place
- 5/ I will phone to make a appointment next week .Planning rules are complicated . [information redacted]

Thanks for your reply

David Wood
Pressock Farmhouse
Pressock Farm , Guthrie
Forfar
DD82SN
[information redacted]

From: David Wood [mailto: [information redacted]]
Sent: 04 July 2019 18:31
To: PLANNING
Subject: FW: Automatic reply: Angus Solar Farms 19/00439/FULL

Dear Sir, Madame

I have been gathering information in regards to 19/00439 which is a schedule 42 application with regards to Condition 1 of Planning Application 15/ 00330. I have identified actions carried out by employees of Angus Council that fall within the definition of Fraud. (See Attached). I did contact James Wright for information regarding contacts for the Counter Fraud Team within Angus Council. I received an out of office reply with request to redirect to this email address.

Can you advise if application 19/00439 full will automatically have to be presented to Angus Council Planning Committee as Solar Farm Planning Application 15/00330 was approved by the full planning committee and not by delegated authority as per the other two solar farm application 15/00468 , 14/00526 ??

Can anybody else in the planning department supply the requested information?

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN
[information redacted]

WrightJ

From: David Wood [REDACTED]
Sent: 02 July 2019 14:56
To: WrightJ
Subject: RE: Angus Solar Farms
Attachments: 17 000614 pressock metal container .pdf; NMV Spares Container Detail New Mains of Guynd.pdf; 2630697-Correspondence-NMV - NOT AGREED - E-MAIL TO AGENT.pdf

James

No problem. Thanks for reply.

I am currently going through the records of the three existing approved solar farm in Angus trying to establish any variables.

Also investigating and trying to separate the fact from the fiction and hype with regards to the recent Schedule 42 extension application for Pressock

Current progress

All three solar farms have identical planning conditions.

Two applications were by delegated authority and the third was via development committee.

Two applications on land with minimal flood risk, one application is on flood plain.

All three restoration bonds were treated differently which could be explained as a learning curve.

Two were developed by Ron Shanks BWE of Aberdeen one was developed by Metka Eng from Greece.

Two have subsequent application for storage containers one does not.

The first application for storage container was handled via NMV. The second for smaller container was via a full retrospective planning application via delegated decisions but included details changes to constructed Access tracks that were highlighted in your email dated 18th Aug 2016 to Tim Mordant (attached).

There was a planning application for Grid connection at Pressock made by landowner and SSE to Angus Council in late 2016. This was approved by Kate Cowey under delegated authority. This approved the location of client substation and buried transmission line in the North West corner of the site. This conflicts with the final location of client substation and buried transmission lines. . I cannot find a NMV for these changes anywhere. I had to apply to Scottish Government to get these documents as for some reason Angus Council would not disclose even under a FOI request.

Can please offer a viable reason why the two applications for Storage containers were treated differently??

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar

From: WrightJ [REDACTED]
Sent: 01 July 2019 15:32
To: David Wood
Subject: FW: Neighbouring land notification with regards 19/00439 Pressock Solar Farm

Mr Wood,

I refer to your e-mail below.

To clarify, there are some areas of land within the 20 metre boundary of the application site where there are no premises.

You are correct that in other circumstances there may be a requirement for the planning authority to publish a notice where it is not possible for the planning authority to carry out notification(in terms of regulation 18) because there are no premises situated on the neighbouring land to which the notification can be sent.

However regulation 20 (4) of 'The Town and Country Planning (Development Management Procedure) (Scotland) Regulations 2013' states:

(4) The planning authority are not required to publish a notice in accordance with paragraph (1) where a notice is required to be published by the planning authority in accordance with section 60(2)(a) (publicity for applications affecting setting of listed buildings) or 65(2)(a) (publicity for applications affecting conservation areas) of the Listed Buildings Act.

The application has been advertised as affecting the setting of a listed building and a site notice posted. This advert expires on 19/07/19.

I trust this answers your query. However please call should you wish to discuss.

Regards

James Wright, Planning Officer (Development Standards), Angus Council : Place : Planning : Angus House : Orchardbank Business Park, Forfar, DD8 1AN. Tel: 01307 492629

From: PLANNING
Sent: 01 July 2019 15:03
To: WrightJ
Subject: FW: Neighbouring land notification with regards 19/00439 Pressock Solar Farm

Sandra Cameron, Clerical Officer, Place, Planning & Place, Angus Council, Sylvie Way, Orchardbank Industrial Estate, Forfar DD8 1AN;

From: David Wood
Sent: 01 July 2019 14:57
To: PLANNING
Subject: FW: Neighbouring land notification with regards 19/00439 Pressock Solar Farm

Dear Sir, Madame

Can you please arrange to action information supplied below. I did sent to Kate Cowey in first instance but she is away until 16th Jul as such I received an out of office reply

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN

From: David Wood
Sent: 01 July 2019 14:42
To: 'CoweyKJ'
Subject: Neighbouring land notification with regards 19/00439 Pressock Solar Farm

Dear Madame,

Sorry to bother can you please pass this information down the food chain to allow accurate Neighbouring to take place with regard to 19/00439 .

Not notified

Pitmuies Gardens, Listed building owns land within the 20 metre radius

Pressock Wood (House) owns land within 20 metre radius

New Pressock Cottage (House) owns land within 20 metre radius

Pressock Farm (Owns land within 20 metre radius)

The Council is required to notify those with an interest in "neighbouring land" of a planning application. Neighbouring land is defined as "an area or plot of land which, or part of which, is conterminous with or within 20m of the boundary of the land for which the development is proposed".

A notice is served on the owner(s), occupier and lessee of properties at the neighbouring land. The notice will include the following information:

- The date of the application
- The name of the applicant and name and address of any agent
- The Council reference number for the application
- A description of the development
- The address of the site or location of land
- A plan showing the site of the development in relation to neighbouring land (the Council would find it very useful to receive any information regarding the content

or accuracy of that plan in order to ensure that all neighbours are correctly notified).

The Council will notify neighbours within 3 days of validating the application. Neighbours have 21 days to make representations before the application can be decided.

Please note that any comments made to the applicant during the pre-application stage of the process for a major development are not regarded as a representation on the planning application. A new representation will therefore be required when the application is submitted.

Where there is land with no premises within the area of neighbouring land, a notice will be published in a local newspaper. The cost of that advert is charged to the applicant, and the application cannot be decided until it is paid. The current charge for this service is £45.

There are other reasons for the Council placing an advert in the local paper. These include proposals for bad neighbour development and development which is contrary to development plan. For those proposals affecting listed buildings or relating to property within a conservation area, the Council will place an advert in the local paper, and the applicant will not pay a fee in those cases.

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN

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ANGUS COUNCIL

**TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1997
(AS AMENDED)**

**TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE) (SCOTLAND) REGULATIONS 2013**



PLANNING PERMISSION - CONDITIONAL APPROVAL

REFERENCE : 17/00614/FULL

To: **METKA EGN**
c/o Arcus Consultancy Service Ltd
Alasdair Adey
7th Floor
145 St Vincent Street
Glasgow
G2 5JF

With reference to your application dated **25 July 2017** for planning permission under the above mentioned Acts and Regulations for the following development viz:-

Retrospective Application for the Siting of a Metal Storage Container at Pressock Solar Farm Pressock Guthrie for METKA EGN

The Angus Council in exercise of their powers under the above mentioned Acts and Regulations hereby **Grant Planning Permission (Delegated Decision)** for the said development in accordance with the particulars given in the application and plans docketed as relative hereto in paper or identified as approved on the Public Access portal.

The permission is subject to the following conditions, namely:-

- 1 That the storage container hereby approved shall be removed from the site no later than 6 months after the final date that electricity is generated from the solar farm (approved under planning permission 15/00330/FULL) unless otherwise approved by the planning authority through the grant of a further planning permission following submission of an application.

The foregoing conditions are imposed by the Council for the following reasons :-

- 1 In order to limit the permission to the expected operational lifetime of the solar array approved as part of application 15/00330/FULL and in the interests of visual amenity.

The reason(s) for the foregoing decision by the Council are as follows:-

1. The proposal provides for ancillary development associated with the operation of the existing solar array in a manner that complies with relevant policies of the development plan. There are no ~~material~~ material considerations that justify refusal of the application. ~~X~~




Dated this **22 September 2017**

Kate Cowey
Service Manager
Angus Council
Communities
Planning
County Buildings
Market Street
FORFAR
DD8 3LG

Town & Country Planning (Scotland) Act 1997 As Amended

APPROVED ON BEHALF OF THE ANGUS COUNCIL
SUBJECT TO THE CONDITIONS SET FORTH IN
INTIMATION OF PERMISSION



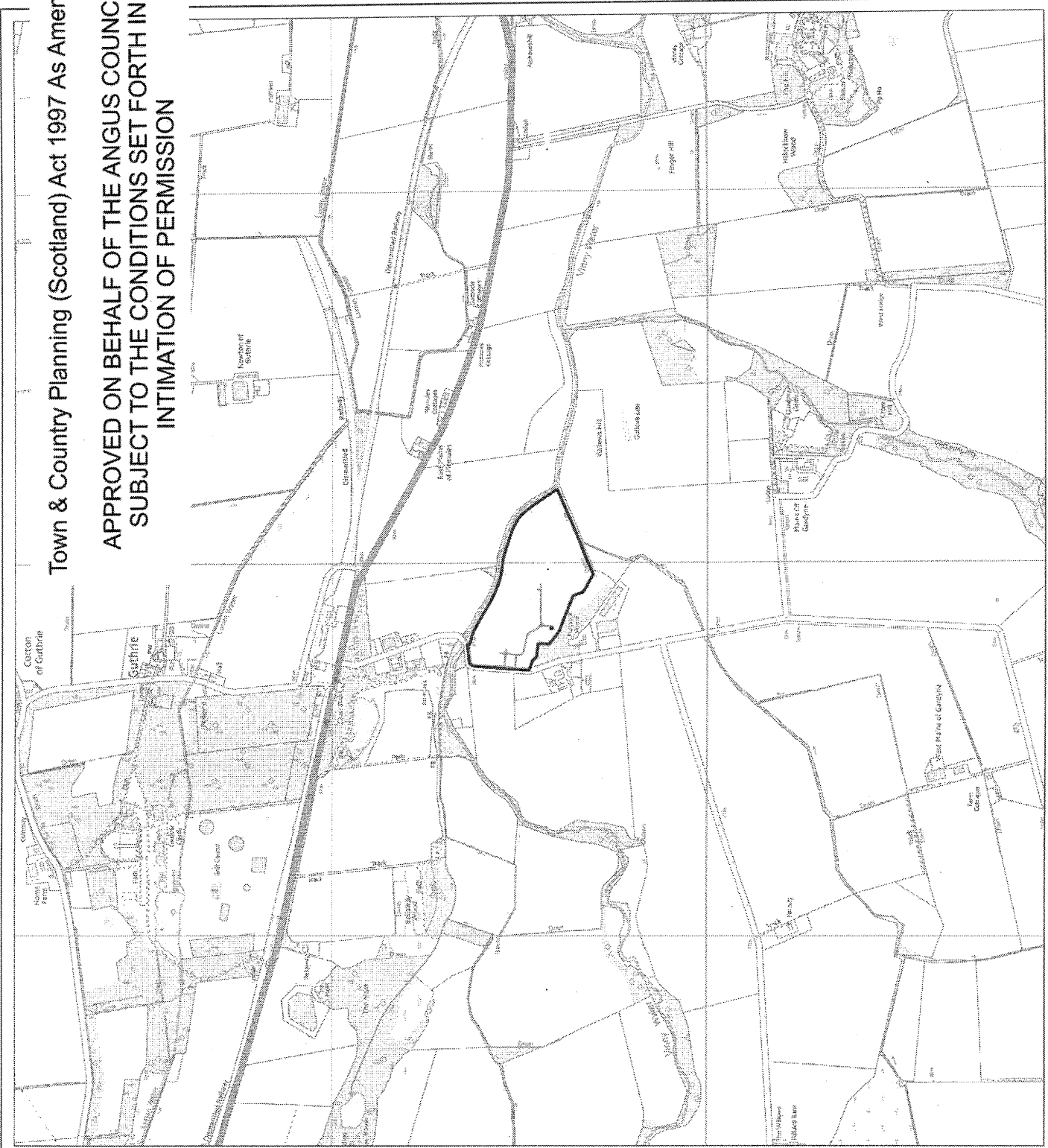
-  Planning Application Boundary
-  Solar Park Site Boundary
-  Constructed Access Road



Produced By: SC
Checked By: AA
Ref: 2514-REP-001
Date: 14/07/2017

Site Location
Drawing 001

Pressock Storage Area
Planning Application



From:WrightJ
Sent:18 Aug 2016 09:48:13 +0100
To:'Tim Mourant'
Subject:RE: Pressock Farm Solar - (15/00330/FULL)

Mr Mourant,

I refer to your e-mail below on 01 August 2016. I have now had a chance to look at your request in more detail and would comment as follows.

You are proposing a number of changes to the approved scheme which include changes to the numbers and heights of the panels; changes to the number of buildings proposed, dimensions and locations (including sub stations and transformers and storage containers), changes to access roads, numbers of CCTV cameras and location of fencing.

Whilst I do appreciate that a number of the changes proposed reduce numbers and / or heights of some structures, I do not consider in this particular instance I am able to take the proposed alterations as a non material variation to the approved scheme. The number and type of variations proposed will in my view materially change the approved scheme. The decision on this application was taken by the Development Standards Committee and there had been 149 representations made on the application with 72 of these objecting to the proposals. Given the nature and number of changes proposed I do not consider it would be reasonable to take these as non material variations without members of the public being given a chance to comment on these changes as part of a new application. This particular site is also located to the south east of a Category A listed building and historic garden / designed landscape.

I would however point out that the above comments do not conclude that the proposed changes are not acceptable but instead that they would need to be fully considered as part of a further application.

I trust this clarifies our position on this matter. However please call should you wish to discuss.

Regards

James

From: WrightJ
Sent: 02 August 2016 11:36
To: 'Tim Mourant'
Subject: RE: Pressock Farm Solar - (15/00330/FULL)

Mr Mourant,

As discussed please find the attached Roads response to the application.

Regards

James

From: Tim Mourant [REDACTED]
Sent: 01 August 2016 16:17
To: WrightJ
Subject: Pressock Farm Solar - (15/00330/FULL)

Dear James,

Many thanks for your time on the phone earlier regarding the above application.

As discussed I would be very grateful to receive your informal opinion on our proposed final layout before we submit an NMV (if required) and begin to discharge conditions. The layout drawing and elevation plans are attached. I have also summarised the changes below.

The main variations from the approved layout are as follows:

Panels:

- In order to stay within the approved parameters of the site, the installed capacity has had to be reduced to 4.26MW with 16,920 proposed as opposed to the approved 20,834.

- The maximum panel heights are 2.725m, below the approved maximum height (3.2m) and the minimum distance between the front edge of panels height is 1.3m in accordance with the measures adopted to mitigate flood risk.

- Buffer distances from the field boundaries have all been retained as per the original layout.

Buildings:

(Please add 30cm to each height to account for the foundation plinth as recommended in the Flood Risk Assessment.)

Transformers:

There are two transformers proposed, located in the centre/ centre-west of the site for technical reasons. These both measure 7m (L), 3m (W), 3m (H). This is considered to be a reduction in what was proposed in the approved application, where the Flood Risk Assessment and DAS indicate "...up to three grid transformer stations... to a maximum of 8.0m (L) x 3.2m (W) x 3.0m (H)".

As the inverters proposed are of the 'string' variety, they will be attached to the rear of the mounting structure below the top of the panels. These measure 100cm (L) x 30cm (D) x 55cm (H) and do not touch the ground. Hence there are no centralised inverter buildings nor are there any 'Hotlab' cabins proposed.

Client Substation:

This building is essential for a solar farm to operate and is proposed to be located near the DNO substation - its dimensions are 10m (L) x 5m (W) x 3m (H).

DNO Substation:

This building measures 7m x 7m x 3m (height), the dimensions being stipulated by the DNO.

Storage Container:

One of these buildings is proposed for operation and maintenance purposes and measures 6m (L), 3m (W), 3m (H).

Fence:

This will be a 2.0m 'deer fence', representing a less intrusive design than a metal mesh fence.

CCTV:

For insurance and security purposes 17 CCTV cameras will be required (approximately every 70m along the perimeter) but they will be up to 2.4m high, lower than the approved height.

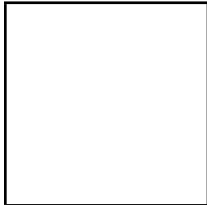
Access Tracks:

These have been optimised and represent an overall reduction in comparison the access tracks shown on the approved layouts.

Please let me know if you require any additional information at this stage, otherwise I look forward to hearing from you when you've had a chance to review.

Kind regards,

Tim



Tim Mourant

Planning Consultant

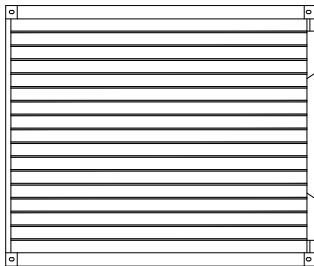


Notes: Unless otherwise stated, this drawing is for information only. It is not to be used for construction purposes without the approval of the Designer. The Designer is not responsible for any discrepancies between the dimensions on site and advice of any discrepancies before commencing work on site.

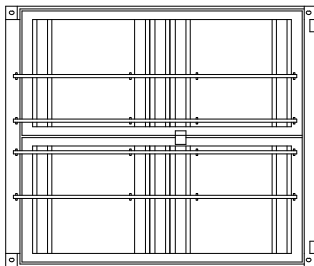
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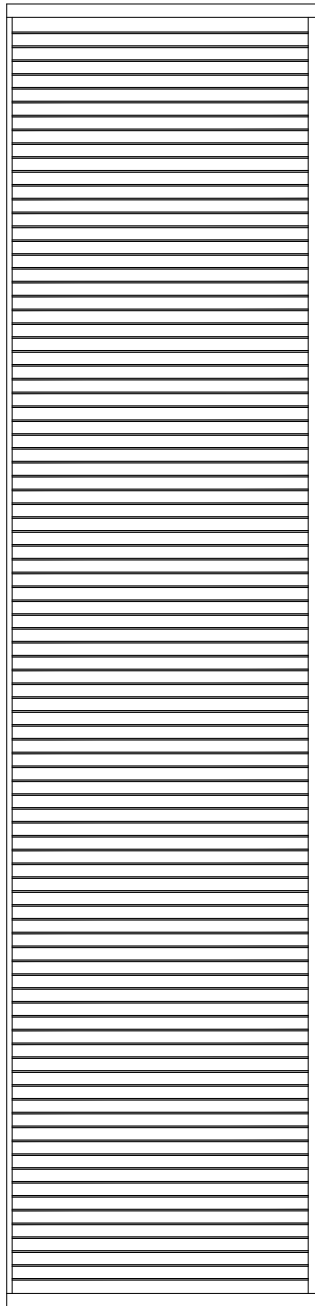
0 0.5 1 1.5 2 2.5



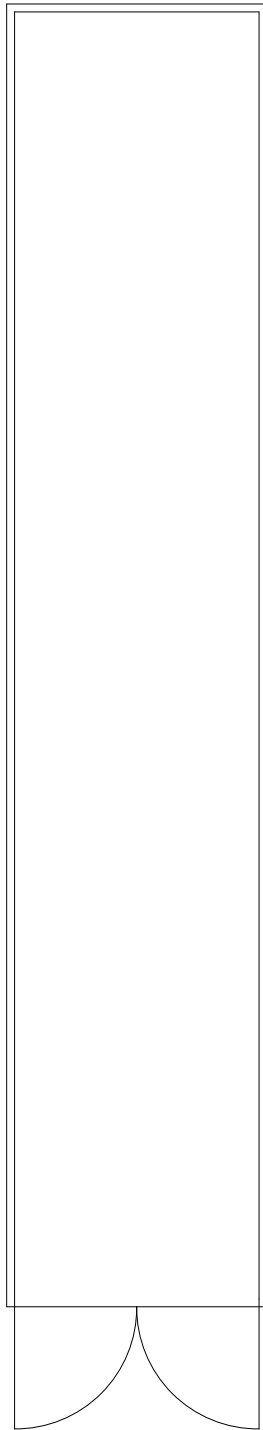
Rear View



Front View



Side View



Plan View



Rev: Date: Revision: Designer: DCR No. (if applicable)

Higher Hill Farm,
Bulleigh, Glastonbury
Somerset, BA6 8TV

E: info@britishrenewables.com
T: 01458 22490
W: www.britishrenewables.com

Project: New Mains of Gwynd
The: Spares Container Detail

Location: New Mains of Gwynd,
Carmyllite,
Wootton Bassett,
Wiltshire, DT11 3DR

Drawing Number:

1289-0207-40

Issue: 01

Drawn By: Date: Scale: Checked By:
LW 24/08/15 @A3 SF

WrightJ

From: David Wood [REDACTED]
Sent: 03 July 2019 09:02
To: WrightJ
Subject: RE: Planning application 17 00614 full
Attachments: 17ANG12138 Lease and plan page 10.pdf; 17ANG12138 Lease and Plan page 1.pdf

James,

Attached are extracts from the sublease between SEL PV 09 and SSE Ltd . This mirrors the Pressock storage Area Planning application 17/00614 full . Can you please check and establish what if any are the penalties for misrepresentations of information when submitting a planning application.

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN
[REDACTED]

-----Original Message-----

From: WrightJ [REDACTED]
Sent: 03 July 2019 07:36
To: David Wood
Subject: Read: Angus Solar Farms

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DATE: 12 and 21 July 2017.

**SUBLEASE – INTERNAL
RELATING TO SUBSTATION AT PRESSOCK FARM, GUTHRIE, FORFAR, ANGUS**

Between

SEL PV 09 LIMITED

and

SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC

**(SSE REF: SHEPD/2017)
SY1/DMCC/S.14331.127**

GILLESPIE MACANDREW LLP
5 Atholl Crescent, Edinburgh EH3 8EJ
DX ED113 (EDINBURGH-1)
Telephone: (0131) 225 1677
Fax: (0131) 225 4519
FAS 5432

DNO Substation Plan

DNO Access Road
 DNO Substation

THIS IS THE PLAN REFERRED TO IN THE RECORD IN A SYSTEM BETWEEN SEE PD 09 LIMITED AND SCOTSH HYDROELECTRIC POWER DISTRIBUTION PLC



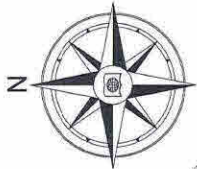
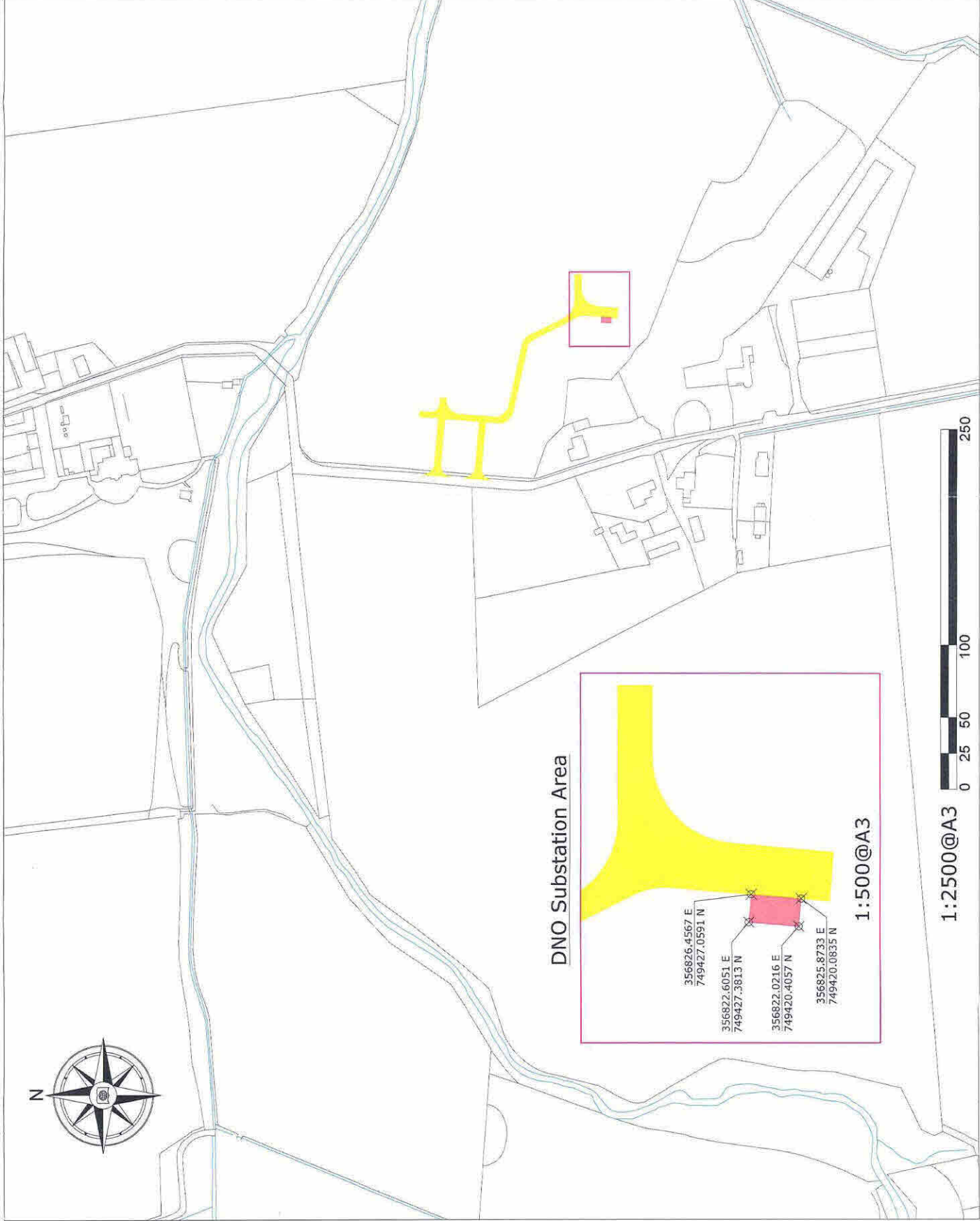
Site Location



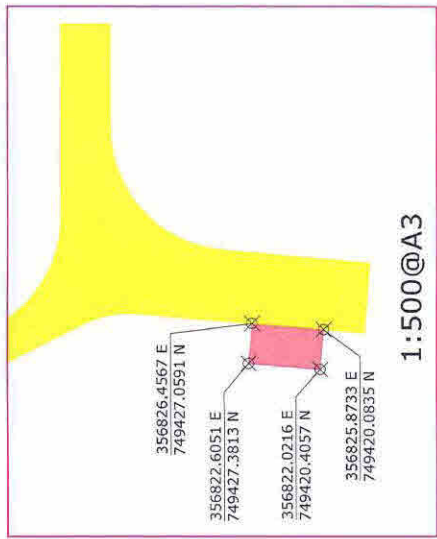
32 Hermes Street
 Islington
 London N1 9JD

T: +44 20 8001 3341
 E: info@metka-egn.com
 W: www.metka-egn.com

Project Name:	Pressock Farm, Angus, DD8 2SN, UK	Scale:	1:2500@A3
Drawing Name:	Pressock Farm, DNO Substation Plan	Drawing Number:	UK-PR-011-20
Date:	10/02/2017		



DNO Substation Area



1:2500@A3

WrightJ

From: David Wood [REDACTED]
Sent: 15 July 2019 21:52
To: WrightJ
Subject: RE: Read: Angus Solar Farms 19/00439/FULL
Attachments: Compliant Heads Of Roads Department Angus Council.docx; Robert Parry 10th May.pdf

James,

I have place objections in with regards to 19/00439/full. I assume you will review in due course. The objection relates to a new planning permission been granted which is the effect of a schedule 42 application. This is a more common occurrence in the UK. The reason generally relates to due diligence issues identified by prospective purchasers

I have located the reason for the requirement for a retrospective full planning application to site a steel container at Pressock Solar Farm. [REDACTED]

I am busy tomorrow but will request access to some relevant planning documents that Angus Council should retain on file.

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN
[REDACTED]

-----Original Message-----

From: WrightJ [REDACTED]
Sent: 15 July 2019 09:21
To: David Wood
Subject: Read: Angus Solar Farms 19/00439/FULL

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WrightJ

From: David Wood [REDACTED]
Sent: 18 July 2019 08:16
To: WrightJ
Cc: CoweyKJ; WyllieC
Subject: RE: Read: Angus Solar Farms 19/00439/FULL
Attachments: Customer Compliant reply solar farm layout.pdf; 7 Bond solar farm layout.pdf; 2630697-Correspondence-NMV - NOT AGREED - E-MAIL TO AGENT.pdf

James,

Sorry for delay I was [REDACTED]

As mentioned I have been reviewing some historic information and looking at other solar farm approvals.

You may be aware the original planning application for Pressock Solar Farm was refused and a revised version was then approved. The only place I could find a copy of this approved layout (CAL 020315 01 C) as referenced in the conditional planning approval for Pressock Solar Farm was attached to the back of the restoration bond agreement. The Solar Farm layout that has been constructed is shown in Customer Compliant reply. Your NMV email attached confirms the difference between the two solar farm layouts would require submission before the planning committee.

1/ Can somebody please explain why the changes between the two solar farm layouts were not presented to the planning committee and since they were not. Who did approve them and under what planning regulations.

2/ The Solar Farm layout CAL 020315 01 C included a circular maintenance track which also formed a drainage network this was included as part of recommendations from SEPA as the solar farm was been constructed on a flood plain. Can somebody please explain why any changes to these tracks / flood drainage network could be determined as NMV? The field drains were included in the second successful application and obtained conditional planning approval.

3/ 19/00439 Full is in effect a retrospective application to obtain a new planning permission as the original would not pass due diligence to an investor who is paying in excess of £4 million .

[REDACTED]

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN

[REDACTED]

-----Original Message-----

From: WrightJ [REDACTED]
Sent: 16 July 2019 14:00
To: David Wood

Subject: RE: Read: Angus Solar Farms 19/00439/FULL

Mr Wood,

I acknowledge receipt of your e-mail.

I note that you have now submitted a representation and we will consider it as part of the planning process and address any material planning considerations made in a report of handling / committee report.

With regards to works to the access, as you are aware these matters were previously investigated (17/00004/BREACH refers) [REDACTED]
[REDACTED]

Regards

James Wright, Planning Officer (Development Standards), Angus Council :
Place : Planning : Angus House : Orchardbank Business Park, Forfar, DD8 1AN.
Tel: 01307 492629

-----Original Message-----

From: David Wood [REDACTED]
Sent: 15 July 2019 21:52
To: WrightJ
Subject: RE: Read: Angus Solar Farms 19/00439/FULL

James,

I have place objections in with regards to 19/00439/full. I assume you will review in due course. The objection relates to a new planning permission been granted which is the effect of a schedule 42 application. This is a more common occurrence in the UK. The reason generally relates to due diligence issues identified by prospective purchasers

I have located the reason for the requirement for a retrospective full planning application to site a steel container at Pressock Solar Farm. [REDACTED]
[REDACTED]

I am busy tomorrow but will request access to some relevant planning documents that Angus Council should retain on file.

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN
[REDACTED]

-----Original Message-----

From: WrightJ [REDACTED]

Sent: 15 July 2019 09:21

To: David Wood

Subject: Read: Angus Solar Farms 19/00439/FULL

This message is strictly confidential. If you have received this in error, please inform the sender and remove it from your system. If received in error you may not copy, print, forward or use it or any attachment in any way. This message is not capable of creating a legal contract or a binding representation and does not represent the views of Angus Council. Emails may be monitored for security and network management reasons. Messages containing inappropriate content may be intercepted. Angus Council does not accept any liability for any harm that may be caused to the recipient system or data on it by this message or any attachment.

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NOTES

- PLANT POWER
330kW
- 20 D11 modules
- FENCE AREA
72,919.7m²
- FENCE LENGTH
1,159.7m
- TOTAL AREA
96,112.1m²
- MODULES
180 PAC 10 JAYS
Dimensions: 16402 x 871 x 4.4mm
20 panels in the South Array
- INVERTERS
String inverters
- STRUCTURES
Pitch of the panels 37° (as instructed)

LEGEND

- Proposed Site Area
- Existing Site Area
- Security Fence
- Gate
- Main Cable Trench
- Maintenance Road
- HV Power Line
- CCTV Camera and Stand

Client:
Location:
Project:
Scale: 1:2500

DATE: 17/03/2015
DRAWN: [Name]
CHECKED: [Name]
PROJECT NO: CAL020315
SCALE: 1:2500



Proposed Site Plan - 1:2500

General Layout

Site Boundary	---
Fence	---
Construction Line	---
Overhead Lines clearance (3m)	---
Overhead Lines clearance (6m)	---
PV Structures (2x2, 1x2)	---
Production Substations	---
Client Substation	---
BYO Substation	---
Internal Access Roads	---
Temporary Road	---
Entrance Door	---
Change of Inclination	---
Compound Area	---
CCTV Camera	---
Storage	---

Note: Existing site access is 8.5m wide. It has to be widened to 8.5m as per document 'Proposed Solar Farm, Planned, Proposed Farm, North of Dublin, The Transport Statement'.

Configuration

Substation 1 (18000KVA)

Area	1000 sqm
Capacity	18000 KVA
AC Nom(40°C)	3780 KVA
DC/AC	1.124
Grid Voltage Level	33 kV
DC/AC	1
DC/AC	1
DC/AC	1

Substation 2 (20000KVA)

Area	1000 sqm
Capacity	20000 KVA
AC Nom(40°C)	3780 KVA
DC/AC	1.124
Grid Voltage Level	33 kV
DC/AC	1
DC/AC	1
DC/AC	1

Totals

Total DC Capacity	4,249,020 kW
AC Nom(40°C)	3,780 KVA
DC/AC	1.124
Grid Voltage Level	33 kV
DC/AC	1
DC/AC	1
DC/AC	1



22 Harcourt Street
 Dublin 2
 Ireland
 Tel: +353 1 409 2341
 Email: info@metka-egn.com

Project Name:	Proposed Farm
Project Ref:	17
Project No:	17
Project Date:	23.11.17
Project Status:	Proposed Farm
Project Location:	North of Dublin, The Transport Statement
Project Scale:	1:1000
Project Drawing No:	17-001
Project Date:	23.11.17



Compound Area

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From:WrightJ
Sent:18 Aug 2016 09:48:13 +0100
To:'Tim Mourant'
Subject:RE: Pressock Farm Solar - (15/00330/FULL)

Mr Mourant,

I refer to your e-mail below on 01 August 2016. I have now had a chance to look at your request in more detail and would comment as follows.

You are proposing a number of changes to the approved scheme which include changes to the numbers and heights of the panels; changes to the number of buildings proposed, dimensions and locations (including sub stations and transformers and storage containers), changes to access roads, numbers of CCTV cameras and location of fencing.

Whilst I do appreciate that a number of the changes proposed reduce numbers and / or heights of some structures, I do not consider in this particular instance I am able to take the proposed alterations as a non material variation to the approved scheme. The number and type of variations proposed will in my view materially change the approved scheme. The decision on this application was taken by the Development Standards Committee and there had been 149 representations made on the application with 72 of these objecting to the proposals. Given the nature and number of changes proposed I do not consider it would be reasonable to take these as non material variations without members of the public being given a chance to comment on these changes as part of a new application. This particular site is also located to the south east of a Category A listed building and historic garden / designed landscape.

I would however point out that the above comments do not conclude that the proposed changes are not acceptable but instead that they would need to be fully considered as part of a further application.

I trust this clarifies our position on this matter. However please call should you wish to discuss.

Regards

James

From: WrightJ
Sent: 02 August 2016 11:36
To: 'Tim Mourant'
Subject: RE: Pressock Farm Solar - (15/00330/FULL)

Mr Mourant,

As discussed please find the attached Roads response to the application.

Regards

James

From: Tim Mourant [REDACTED]
Sent: 01 August 2016 16:17
To: WrightJ
Subject: Pressock Farm Solar - (15/00330/FULL)

Dear James,

Many thanks for your time on the phone earlier regarding the above application.

As discussed I would be very grateful to receive your informal opinion on our proposed final layout before we submit an NMV (if required) and begin to discharge conditions. The layout drawing and elevation plans are attached. I have also summarised the changes below.

The main variations from the approved layout are as follows:

Panels:

- In order to stay within the approved parameters of the site, the installed capacity has had to be reduced to 4.26MW with 16,920 proposed as opposed to the approved 20,834.

- The maximum panel heights are 2.725m, below the approved maximum height (3.2m) and the minimum distance between the front edge of panels height is 1.3m in accordance with the measures adopted to mitigate flood risk.

- Buffer distances from the field boundaries have all been retained as per the original layout.

Buildings:

(Please add 30cm to each height to account for the foundation plinth as recommended in the Flood Risk Assessment.)

Transformers:

There are two transformers proposed, located in the centre/ centre-west of the site for technical reasons. These both measure 7m (L), 3m (W), 3m (H). This is considered to be a reduction in what was proposed in the approved application, where the Flood Risk Assessment and DAS indicate "...up to three grid transformer stations... to a maximum of 8.0m (L) x 3.2m (W) x 3.0m (H)".

As the inverters proposed are of the 'string' variety, they will be attached to the rear of the mounting structure below the top of the panels. These measure 100cm (L) x 30cm (D) x 55cm (H) and do not touch the ground. Hence there are no centralised inverter buildings nor are there any 'Hotlab' cabins proposed.

Client Substation:

This building is essential for a solar farm to operate and is proposed to be located near the DNO substation - its dimensions are 10m (L) x 5m (W) x 3m (H).

DNO Substation:

This building measures 7m x 7m x 3m (height), the dimensions being stipulated by the DNO.

Storage Container:

One of these buildings is proposed for operation and maintenance purposes and measures 6m (L), 3m (W), 3m (H).

Fence:

This will be a 2.0m 'deer fence', representing a less intrusive design than a metal mesh fence.

CCTV:

For insurance and security purposes 17 CCTV cameras will be required (approximately every 70m along the perimeter) but they will be up to 2.4m high, lower than the approved height.

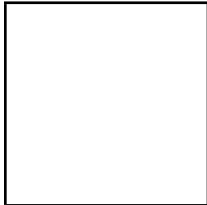
Access Tracks:

These have been optimised and represent an overall reduction in comparison the access tracks shown on the approved layouts.

Please let me know if you require any additional information at this stage, otherwise I look forward to hearing from you when you've had a chance to review.

Kind regards,

Tim



Tim Mourant

Planning Consultant



WrightJ

From: David Wood [REDACTED]
Sent: 19 July 2019 07:20
To: WyllieC; WrightJ; CoweyKJ
Subject: Materail Planning Consdierations
Attachments: 2630697-Correspondence-NMV - NOT AGREED - E-MAIL TO AGENT.pdf

James and others

Sorry to keep bothering you .Below are items that should be taken into account regarding planning applications .This supports your comments with regards to attached. Also Angus Council planning portal is not showing relevant information

1/ Kate Cowey approved the grid connection and location of the SSE substation based on a 2014 plan , This located the SSE substation in the north west corner of the field with buried transmissions cables up to the exiting electric poles , There is written commination addressed to Angus Council and it established the landowner as original applicant. I had to get this information from Scottish Office as Angus Council would not supply even under FOI Request. This would be a material consideration as it is a separate planning application Angus Council planning Portal directs to contact SSE for info which seems a bit silly .SSE does not have a planning portal.

2/ On the other two solar farm developments there are clear and detailed drawing establishing the approved layout of solar farm developments .With regards to Pressock there is only a contour plan of location with contours removed. There is no Solar Farm Layout that shows approved layout based on approved conditional planning application as mentioned the only copy I could find was last page of restoration bond agreement.

3/ With regards to full retro retrospective planning application for siting a shipping container at Pressock .The shipping container is shown on the layout drawing supplied as part of the breach of conditions documents which the developer produce after been stopped working for about seven days when he turned up on site in breach of conditional planning approval. How can Angus Council Planning separate out a retrospective planning requirement for siting a shipping container in a field when it's part of a Solar Farm which is an engineering project. If the 10 ft. shipping container needed retrospection planning application to be sited at Pressock then so did the whole of Pressock Solar Farm Installation.

4/ As mentioned the access tracks / flood drainage design was part of conditional planning application. While it may have been cheaper to not construct these drains not sure that is valid argument with regards to planning applications

[REDACTED]

As mentioned there are a number of changes that are material considerations that should have stopped any delegated decision on any changes to the original conditional approval which was approved by the Development Stands Committee without a new submission to the Development Standards Committee.

What are material considerations?

A material consideration is a matter that should be taken into account in deciding a planning application or on an appeal against a planning decision.

Material considerations can include (but are not limited to):

- Overlooking/loss of privacy
- Loss of light or overshadowing
- Parking
- Highway safety
- Traffic
- Noise
- Effect on listed building and conservation area
- Layout and density of building
- Design, appearance and materials
- Government policy
- Disabled persons' access
- Proposals in the Development Plan
- Previous planning decisions (including appeal decisions)
- Nature conservation

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN



From:WrightJ
Sent:18 Aug 2016 09:48:13 +0100
To:'Tim Mourant'
Subject:RE: Pressock Farm Solar - (15/00330/FULL)

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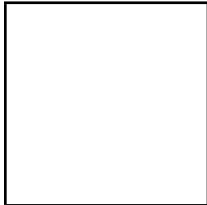
Access Tracks:

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Please let me know if you require any additional information at this stage, otherwise I look forward to hearing from you when you've had a chance to review.

Kind regards,

Tim



Tim Mourant

Planning Consultant



WrightJ

Subject: FW: Section 42 planning Application Pressock Solar Farm
Attachments: 7 35 33 Restoration Bond Agreement signed 29th March 2017_Redacted.pdf

From: David Wood [REDACTED]
Sent: 24 July 2019 09:31
To: WrightJ
Subject: RE: Section 42 planning Application Pressock Solar Farm

James,

Sorry for delay .I would say yes for the following reasons

1/ I do have concerns based on the original developers un willingness to actually put the bond in place .I have reviewed your emails to the developer during the construction phase basically saying the council would take action to stop the construction unless bond was in place (too little to late) . in my view this should have been the councils position before they were ever allowed to start or proceed .

2/ I have reviewed the property deeds between the landowner and the developer and the bond was actually in place from the 7th Jan . (before the developer arrived on site) Considering Angus Council were lead party to this bond agreement they should have been party to this original bond agreement and there is a clause which restricts the landowner from informing the council should the bond be effectively withdrawn is a concern .The main difference between the two bonds is the one signed on 7th Jan did not have the solar farm layout attached .

3/ I have also reviewed the other two solar farm developments in Angus both were processed via delegated authority.

4/ I do have concerns that actions have be taken on by Angus Local Planning Authority to exclude the Development Standards Committee from the latter part of the Pressock planning application during the construction phase . This was achieved by removing items that could be used to establish material changes from public access.

5/ It was a critical factor to have the solar farm connected to the national grid by the 28th March or they would not qualify for feed in tariff. As the Standards Development Committee only meet monthly this would have effectively timed out the planning process as far as connection to the grid was concerned .

6/ Angus Council were pushing / promoting Angus as the go to place for Solar Farm Development and I understand from contacts in Edinburgh the Scottish Government were happy with this policy

7/ The Government in London decided the gravy train as far as feed in tariffs would stop and contracts of difference would be used instead .

8/ I did have a previous meeting with David Lawson who is a senior solicitor with Angus Council and he emphasised the fact the approved planning application with all conditions rests with the land and not any particular individual.

9/ You have been through the ringer with this application but based on David Lawson statement your email confirming the proposed changes should go back to the committee should also rest with the land. and simply turning up on site and starting work , changing agents or even submitting another planning application should not in my view change that written position. You are the planning Officer although I assume you do have supervisors who may be able to overrule your position to bring it back into line with Angus Council wishes . For the greater good shall we say

10/ The only way I can see going forward would be for me to lodge a level one and level two compliant with Angus Council as a method to getting this back to Scottish Government with regards to 19/00439/ full.

The aggressive dogmatic solar farm developer is more common in the UK than Scotland . My bother has done work for them on environment reports .These types see the planning system as something to be simply ignored. They promise the councils anything simply to get planning approval with out intending to ever be held to the promise they made.

My brother says theses types of solar farm developers have a three B operating system

Bully , Blackmail and Bribe

Regards

David Wood
Pressock Farmhouse
Pressock Farm , Guthrie
Forfar
DD82SN

From: [WrightJ](#)
Sent: 23 July 2019 10:12
To: [David Wood](#)
Cc: [WyllieC](#); [CoweyKJ](#); [PLANNING](#)
Subject: RE: Section 42 planning Application Pressock Solar Farm

Mr Wood,

Thank you for your e-mail.

I can confirm that any changes required to the existing bond as a result of the current S42 application will be assessed.

For clarification purposes, can you please confirm if you want the e-mail below to be taken as a formal representation on application 19/00439/FULL?

Regards

James Wright, Planning Officer (Development Standards), Angus Council : Place : Planning : Angus House : Orchardbank Business Park, Forfar, DD8 1AN. Tel: 01307 492629

From: David Wood [REDACTED]
Sent: 21 July 2019 15:05
To: WrightJ
Cc: [WyllieC](#); [CoweyKJ](#); [PLANNING](#)
Subject: Section 42 planning Application Pressock Solar Farm

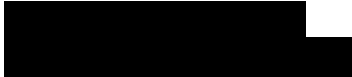
James,

I understand a Section 42 planning application if approved would be a new planning application that would supersede the original application. Might I suggest you instruct / request Angus Council Legal Department to conduct a due diligences excise with regards to this restoration bond agreement (attached) with the current owners

of SEL PV 09 Ltd which I believe is Lightsource BP. If a section 42 planning permission was approved and this restoration bond (£104K) has been taken on holiday to say Greece. I believe the restoration bond liability would then arguably rest with Angus Council for failing to conduct due diligence before approving the Section 42 planning application

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN



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7/35/33

**RESTORATION BOND
AGREEMENT**

between

ANGUS COUNCIL

and

**the PARTNERS AND TRUSTEES OF THE FIRM
OF FJ FRASER & SON**

and

SEL PV 09 LIMITED

(INCORPORATING DRAFT BOND DOCUMENT)

20 March 2017
AEG

Subjects: Field 225m north east of Pressock
Farm, Guthrie

Head of Legal and Democratic Services
Angus House
Orchardbank Business Park
Forfar
FAS 0220

RESTORATION BOND AGREEMENT**BETWEEN**

- (1) ALASTAIR SMITH FRASER, residing at Newton of Idvies, Letham, Forfar, DD8 2QP, and GRAEME SMITH FRASER, residing at Hillkirk Farm, Letham, Forfar, DD8 2SW and FJ FRASER AND SON LIMITED, a Company incorporated under the Companies Acts (Registration Number 242283) and having its registered office at Newton of Idvies, by Forfar, Angus, DD8 2QP as the PARTNERS AND TRUSTEES OF THE FIRM OF FJ FRASER & SON, having its place of business at Newton of Idvies, aforesaid (hereinafter referred to as "the Owner" and includes their successors in title to the Site) and
- (2) SEL PV 09 LIMITED a company incorporated under the Companies Acts (Registered Number 09420148) and having their Registered Office formerly at Berkeley Square House, Berkeley Square, London, W15 6BD, subsequently at 3 More London Riverside, London, SE1 2RE and now at 32 Hermes Street, Islington, London N1 9JD (hereinafter referred to as "the Developer" and includes the permitted successor in title of the tenant under the Lease; and
- (3) ANGUS COUNCIL a local authority constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal offices at Angus House, Orchardbank Business Park, Forfar (hereinafter referred to as "the Council").

WHEREAS:-

1. The Owner is the heritable proprietor of subjects being a field 225 metres north of Pressock Farm, Guthrie, Angus shown delineated and outlined in red on the plan annexed and executed as relative hereto (hereinafter referred to as "the Site").
2. The Owner and the Developer are to enter into a Lease of the Site (hereinafter referred to as "the Lease").
3. The Council is the Planning Authority for the local government area of Angus in terms of Section 1 of the Town and Country Planning (Scotland) Act 1997, within which area the Site lies.
4. On 8 October 2015, the Council granted the Planning Permission as hereinafter defined.
5. The Council, the Owner and the Developer have agreed to enter into this Agreement for the purposes of fulfilling the requirement of providing to the Council details of a bond or other financial provision which it proposes to put in place to cover all decommissioning and site restoration costs.

NOW IT IS HEREBY AGREED AS FOLLOWS:-**1. Definitions and Interpretation**

- 1.1 In this Agreement except where the context otherwise requires, the following definitions shall apply:-

"the Bond"	shall mean the bond which may be executed by the Developer, the Council and the Surety, in terms of the draft annexed and signed as relative hereto, in lieu of the Cash Collateral.
"Business Day"	shall mean a day of the week which is not a Saturday, a Sunday or a public holiday in the Council area.
"the Cash Collateral"	shall mean the cash payment lodged by the Developer with the Firm, in lieu of the provision of a bond to secure the cost of meeting its restoration obligations under conditions 2 and 3 of the Planning Permission.
"the Firm"	shall mean Anderson Strathern LLP appointed by the Developer for the purposes of holding the Cash Collateral provided by the Developer under this Agreement.

"the Index"	shall mean the BCIS index compiled by the Royal Institution of Chartered Surveyors.
"the Notice"	shall mean written confirmation by the Council to the Developer and the Firm, setting out either that the Developer is in default under its restoration obligations under conditions 2 and 3 of the Planning Permission and specifying the amount payable under the Security or that the Developer has failed to provide alternative security in accordance with Clause 6 of this Agreement.
"the Planning Permission"	shall mean the conditional Planning Permission granted by the Council for consent for the installation of a solar farm and associated development at the Site under Planning Ref 15/00330/FULL.
"the Review Date"	shall mean the date being 5 years from the date of this Agreement upon which the amount of the Security is to be reviewed and thereafter at five year intervals until the Security is discharged or on the first day after the Review Date in the event of that date falling on a non-business day.
"the Security"	shall mean the amount of the Bond or the Cash Collateral provided by the Developer to secure the cost of meeting its restoration obligations under conditions 2 and 3 of the Planning Permission.
"the Surety"	means the bank or financial institution providing the Security by means of a Bond.
"Works"	shall mean the restoration works set out in the approved scheme of decommissioning and restoration approved by the Council in terms of condition 3 of the Planning Permission.

- 1.2 If any clause or paragraph or sub-clause of this Agreement or any part thereof shall be void, or if voidable, is avoided, or is otherwise unenforceable, this shall not affect the operation of any other provision of this Agreement and they shall continue in full force and effect.
- 1.3 Reference to a statutory provision or European Union provision shall include any provision of which it is a re-enactment, as well as all orders and regulations made pursuant to such provisions, and all modifications or re-enactments from time to time of such provisions orders and regulations.
- 1.4 The footnotes and headings are included for convenience only and shall not alter the construction of this Agreement.
- 1.5 Words in the singular shall include the plural and vice versa, references to any gender shall include the other and references to legal persons shall include natural persons and vice versa.
- 1.6 The expressions "the Council", "the Owner", and "the Developer" shall include their respective statutory successors, successors in title and assignees.
- 2. The Council hereby undertakes:-**
- (i) to issue to the Owner and the Developer written confirmation upon the completion of any phase of the Works carried out between the issue of the Planning Permission and the Review Date to reduce the amount of the Security to take such into account in accordance with Clause 3(ii) of this Agreement.
 - (ii) to issue to the Owner and Developer written confirmation of satisfactory completion of the Works.
- 3. The Developer with the consent of the Owner undertakes to:-**
- (i) carry out the Works.

- (ii) provide the Council with the Security within 10 Business Days of the date of this Agreement for the sum of £104,400.00, in accordance with Clause 4 which is the agreed cost at the date hereof of completing the Works at the Site, and which the Council may utilise to meet the cost of completing the Works only if the Developer is in breach of the restoration obligations contained in conditions 2 and 3 of the Planning Permission and the Developer has failed to remedy the breach of the said restoration obligations after being given twenty eight days notice to do so, unless prevented from doing so by reasons beyond the control of the Developer and such has been formally intimated to and accepted by the Council as valid.

PROVIDED ALWAYS the amount of the Security may be increased or decreased as appropriate on each Review Date to reflect the estimated current costs. On the occasion of each review, the Developer shall at its own expense submit to the Council a report prepared by an independent consultant which shall set out a fully costed scheme for the implementation and completion of the then outstanding Works, which report shall be submitted to the Council not less than six (6) months prior to each Review Date. Which scheme will take into account the completion of any Works carried out between the date on which the Planning Permission is issued and the Review Date, to the satisfaction of the Council as evidenced by the issue of written confirmation by the Council that the Works are partially completed. In the event that the parties cannot agree on the sum then required to complete the Works, the said sum shall be referred to an independent surveyor for determination in accordance with the provisions of Clause 7. Should the amount of the Security decrease, the Council shall within 28 days, authorise the Firm to refund the difference to the Developer. The amount of the Security or the remainder as appropriate shall be released when the Developer has discharged all its restoration obligations under conditions 2 and 3 of the Planning Permission to the satisfaction of the Council as evidenced by the issue of written confirmation by the Council that the Works are wholly complete.

4. A cash sum in the sum of £104,400.00 shall be placed on deposit with the Firm to be held by the Firm on its client account and subject to an escrow agreement between the Firm and the Developer (which shall be acknowledged by the Firm to the Council within sixty days of the date of this Agreement and shall contain a confirmation of receipt of such cash sum by the Firm) stating, inter alia that:-
- (i) such monies or any part thereof shall be paid to the Council in accordance with this Agreement subject only to receipt by the Firm of the Notice;
 - (ii) neither such monies nor any part thereof shall, subject to sub-paragraph (ii) below, be repaid to the Developer or otherwise paid away or dealt with in accordance with their instructions unless:-
 - (a) such instructions are countersigned or otherwise approved in writing by the Council; or
 - (b) the Firm is provided with documentary evidence from the Council that either (1) the Developer's obligations under this Agreement have been discharged in full; or (2) the Developer has procured that a bank or other financial institution has issued a Bond to the Council;
 - (iii) all the interest earned on such monies shall be paid to the Developer or as it may direct in accordance with such arrangements as may be agreed between the Firm and the Developer from time to time.

5. Alternative Financial Security

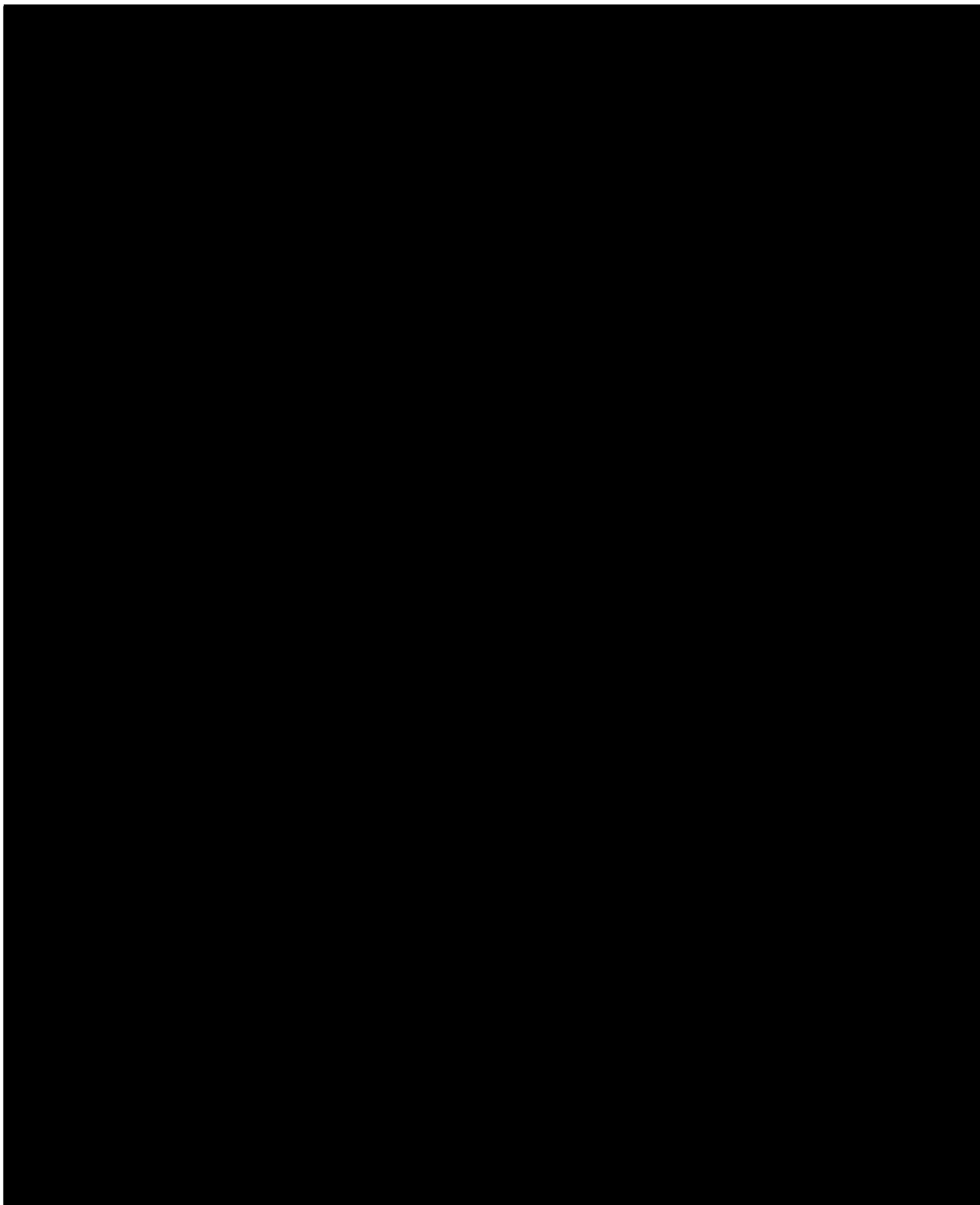
- 5.1 The Developer may provide an alternative Security on the Review Date and every fifth anniversary of the Review Date thereafter until the Security is discharged.

- 5.2 The Developer must give notice ninety days in advance of the Bond terminating or the Developer withdrawing the Cash Collateral, and the Developer shall provide an alternative Security to the satisfaction of the Council either in the form of:-
- (i) a Bond on mutatis mutandis the same terms as the Bond annexed hereto; or
 - (ii) a replacement Cash Collateral pursuant to this Agreement
- 5.3 Should the Developer replace the Cash Collateral with a Bond, the Council will authorise the Firm to refund the Cash Collateral to the Developer within 28 days.
6. Upon the Council serving the Notice on the Surety or the Firm that either:-
- (i) the Developer is in default of its obligations hereunder and that the amount set out in the Notice is required by the Council setting out the particulars of such default; or
 - (ii) having given notice to the Council under Clause 5, the Developer has failed to provide alternative Security in accordance with Clause 5 of this Agreement, and that the amount specified in the Notice is accordingly due and payable under this Agreement

the Surety or Firm, as it may be will (subject to the provisions of this Agreement) pay such amount to the Council within Fourteen Business Days of the date of such Notice, in accordance with the payment instructions detailed in the Notice and the Owner hereby grants permission to the Council (and their employees, agents and contractors) to enter onto the Site and carry out the Works.

7. Unless the parties otherwise agree or provision is otherwise made in this Agreement:
- 7.1 if any dispute or difference arises between the parties as to the interpretation of this Agreement the rights duties or obligations of the parties under this Agreement or as to any other matters arising out of this Agreement the same shall be referred to an independent expert having at least 10 years' relevant experience in solar farm developments.
- 7.2 the independent expert shall be appointed by agreement between the parties or in default of agreement within 10 working days of a nomination by one party to the other by the Chairman for the time being of the Scottish Branch of the Royal Institute of Chartered Surveyors (or his or her depute) on the application of any party in accordance with the Arbitration (Scotland) Act 2010 under declaration that (i) the judicial seat of the arbitration is Scotland and (ii) rule 41 and rule 69 of the Scottish Arbitration Rules contained in Schedule 1 of the Arbitration (Scotland) Act 2010 shall not apply.
- 7.3 the parties shall use all reasonable endeavours to procure that the independent surveyor gives his decision as speedily as possible.
- 7.4 the costs of appointing the independent surveyor and his costs and disbursements in connection with his duties under this clause shall be met by the Developer; and
- 7.5 if the independent surveyor becomes unable or unwilling to act then the procedure contained in this clause for appointment of an expert may be repeated as often as necessary.
8. The Developer shall pay the reasonable professional costs, expenses and outlays incurred by the Council in connection with the negotiation, preparation and execution of this Agreement subject to a maximum of £375.00 and any further Agreement or any Variation or Discharge of this Agreement and the costs of registering this Agreement in the Books of Council and Session and of obtaining 3 extracts of the Agreement.
9. The Security will be cancelled on the date of issue of written confirmation by the Council that the Works are wholly complete to their satisfaction.
10. All notices to be given hereunder must be in writing and sent by Recorded Delivery to the addressee at the address detailed in this Agreement, or such other address as may have been intimated in writing by either party.
11. This Agreement shall be governed and interpreted in accordance with Scots Law.

12. The parties hereto consent to registration for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding four pages together with the schedule and plan annexed and signed as relative hereto are subscribed as follows:-



This is the Schedule referred to in the foregoing agreement between Anstair Smith Fraser,
Graeme Smith Fraser, KJ Fraser and Jon Charles, Partners and Trustees of the firm of KJ Fraser and Jon
SPL IV 09 Limited and Angus Council. THE SCHEDULE

BOND

BETWEEN

- (1) [], a company incorporated under the Companies Acts (Company No) and having their registered office at [] aforesaid (hereinafter referred to as "the Developer") and
- (2) []
(hereinafter referred to as "the Surety") and
- (3) **ANGUS COUNCIL**, a local authority constituted under the Local Government etc (Scotland) Act 1994 and having its principal offices at Angus House, Orchardbank Business Park, Forfar (hereinafter referred to as "the Council").

WHEREAS:-

1. The Owner is the heritable proprietor of subjects at [], Angus all as shown delineated and outlined in red on the plan annexed and executed as relative hereto (hereinafter referred to as "the Site").
2. The Council is the Planning Authority for the local government area of Angus in terms of Section 1 of the Town & Country Planning (Scotland) Act 1997, within which area the Site lies.
3. The Developer has been granted planning permission by the Council in respect of the Site for the installation of a solar farm and associated development at the Site under Planning Ref 15/00330/FULL.
4. Pursuant to the terms of an Agreement (hereinafter referred to as "the Principal Agreement") dated the [] and [] days of 20 and made between (1) the Owner, (2) the Council, and (3) the Developer it was agreed that on implementation of the Planning Permission referred to in the Principal Agreement, the Developer will provide to the Council a Bond or Cash Collateral in accordance with the terms of the Principal Agreement, for the purposes of securing the restoration works at the Site all in accordance with the provisions of the Planning Permission.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- To be advised by Planning*
1. The Surety is bound to the Council in the sum of THOUSAND POUNDS (£) (hereinafter referred to as "the Sum") on the terms of this Bond.
 2. If the Developer shall duly perform and observe all the terms, provisions, conditions and stipulations of the Principal Agreement on the Developer's part, to be performed and observed according to the true purport, intent and meaning thereof, then this Bond shall be discharged but otherwise it shall remain in full force and effect, but any alteration in the terms of the said Principal Agreement made between the Owner, the Developer, and the Council, or in the extent or nature of the work to be constructed, completed and maintained thereunder shall in no way release the Developer or the Surety from any liability under this Bond.
 3. If the Developer has failed to carry out the obligations referred to in Clause 2 hereof, then written notice requiring the Developer to remedy its failure where possible shall be given, and if the Developer fails to do so within Twenty eight days, the Council shall be entitled to call upon the Surety for payment of the whole sums payable in terms of this Bond as detailed in the Notice in accordance with the Principal Agreement.
 4. This Bond will be cancelled in the event of the determination of the Principal Agreement in accordance with the terms of that Principal Agreement.
 5. The Surety shall be released and discharged from its obligations under this Bond

on the date of issue of written confirmation by the Council that the Works are wholly complete as defined in the Principal Agreement provided that the Surety may, at any time after the Fifth anniversary of the issue date of this Bond, and on giving the Council not less than Ninety days' prior written notice, cancel its obligations under this Bond with effect from the expiry of such notice, at which time the obligations of the Surety under this Bond shall cease to be of any force or effect unless and to the extent that any demand under this Bond shall have been received by the Surety prior to the expiry of such notice.

6. In the event that the Surety gives notice to cancel its obligations under this Bond pursuant to Clause 5 above, it will immediately advise the Developer of the same, and the Developer shall provide, within Sixty days of the date upon which the Surety gives notice to the Council under Clause 5 above, for either:-
- (a) the issue of a replacement bond (on mutatis mutandis the same terms as this Bond) to the Council by another bank or financial institution;
 - (b) the provision of Cash Collateral pursuant to the provisions of the Principal Agreement.

If the Developer fails to provide such alternative security defined in 6(a) and 6(b) above within the Sixty day time period referred to herein, the Council shall be entitled to call upon the Bond for the amount detailed in the Notice in accordance with the Principal Agreement, payment shall be made in accordance with the payment instructions set out in the Notice.

7. In the event that the Developer intends to dispose of its interest in the Site, then prior to such disposal, it shall ensure that its successors in title have provided replacement Security as defined in Clauses 6(a) and 6(b) above.
8. This Bond shall be governed and interpreted in accordance with Scots Law.

IN WITNESS WHEREOF



NOTES

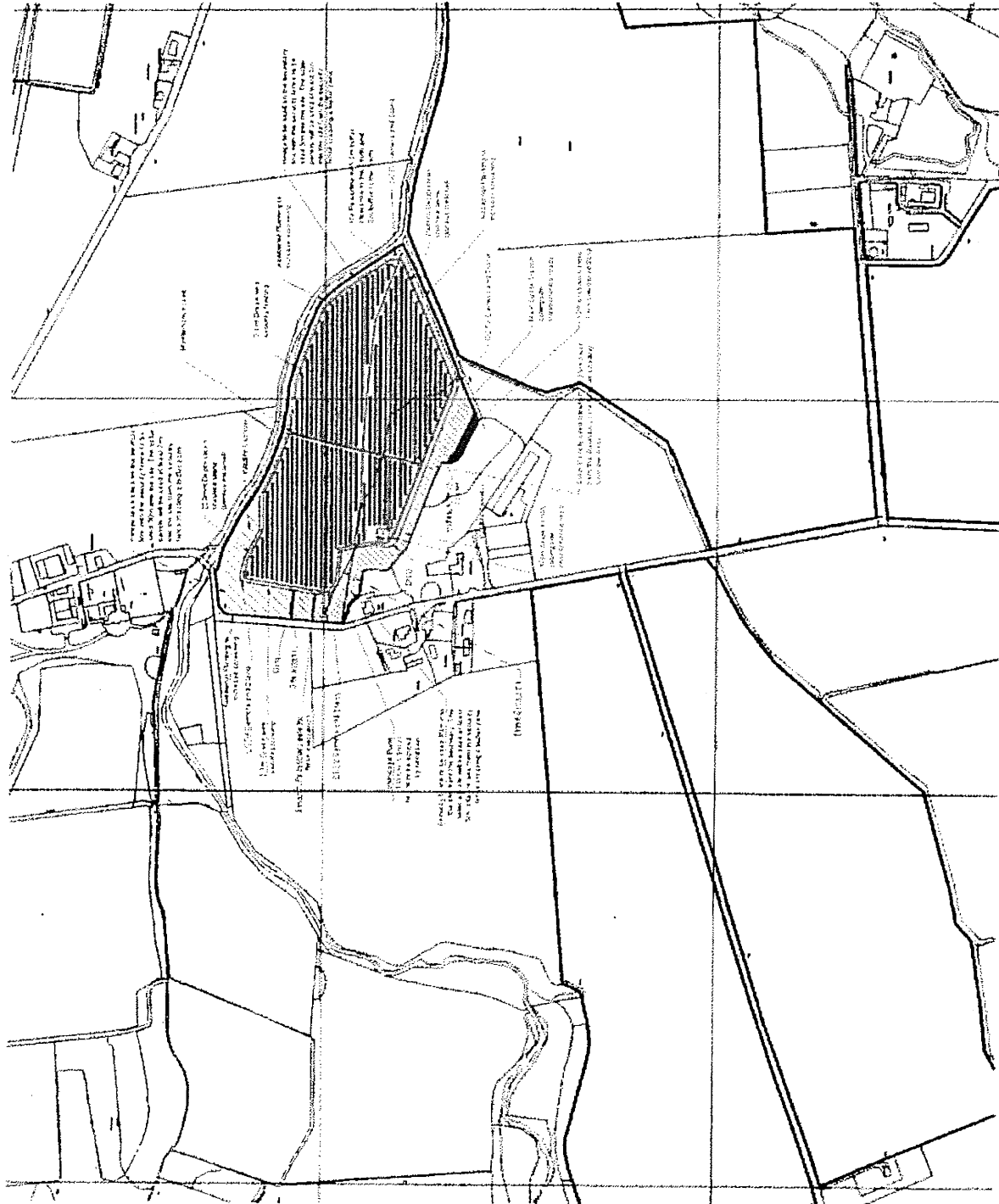
- PLANT POWER
5 MW
- FENCE AREA
72,819.7m²
- FENCE LENGTH
1,150.7m
- TOTAL AREA
96,132.7m²
- MOULDES
180 PAC 30.4MDS
Dimensions: 16403 x 891 x 420mm
20 panels about south fence
- INVERTERS
510kg weight
- STRUCTURES
Part of the panels 27' 1/2' structure

LEGEND

- Proposed Site Area
- Existing Site Area
- Security Fence
- Gate
- Main Cable Trench
- Maintenance Road
- HV Power Line
- CCTV Camera and Stand

Scale
Drawing
Project Name / Title
Date: 08/20/13

Scale: 1:2500
Date: 08/20/13
Drawing Title
CAL020315 01C



Proposed Site Plan - 1:2500

WrightJ

Subject: FW: Angus Solar Farms 19/00439/FULL

From: David Wood [REDACTED]
Sent: 04 July 2019 11:45
To: WrightJ
Subject: RE: Angus Solar Farms 19/00439/FULL

James,

Thanks for your reply. Can you please supply me a contact details for Angus Council Counter Fraud Unit. I have identified behaviour / actions which comply with the definition of Fraud. (See attached 2017 Fraud Strategy). This information came to light during working on submissions for 19/0043 full .And relates to actions of a number of Angus Council planning department employees with regards to planning application 15/00330 full.

I am working on 19/00439 full.

Can you advise if this application will automatically have to be presented to Angus Council Planning Committee as Planning Application 15/00330 was approved by the full planning committee and not by delegated authority as per the other two solar farm application 15/00468 , 14/00526 .

Regards

David Wood
Pressock Farmhouse
Pressock Farm
Guthrie
Forfar
DD8 2SN

[REDACTED]

Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar,
DD8 1AN

08 July 2019

RECEIVED

11 JUL 2019

PLANNING & PLACE
COUNTY BUILDINGS


95 Glenmoy Terrace
Forfar
Angus

Ref: Planning Application 19/00439 full (variation of Condition 1 to extend operational life of constructed solar farm (15/00330 full) for and additional 5 years from 26 years after the date when electricity is first generated to 31 years from this date.

Dear Sir Madam,

I wish to object to the proposed Variation of Condition 1 or any other conditions put in place by Angus Council Planning Committee. I note the applicant has emphasised words from the original application, with reference to site plan Drawing CAL020315 03 Rev A dated 31st March 2015. The original application was not approved. As such any comments made by a planning officer during a none approved planning application should not take precedent or carry the same authority as wording and conditions agreed during a subsequent approved planning application when the said application was approved by Angus Council Planning Committee which lists Amended Proposed Site Plan submitted on 17th September 2015 Drawing Number CAL020315 Rev C as the relevant approved Site Plan.

Yours Faithfully


H B Napier

Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar
DD8 1AN

07 July 2019

RECEIVED

11 JUL 2019

PLANNING & PLACE
COUNTY BUILDINGS

27 Knownehead Crescent
Kirriemuir
Angus
DD8 5AB

Ref : Planning Application 19/00439 full (Variation of Condition 1) to extend operational life of constructed Pressock solar farm adjacent to Pitmuies Gardens

Dear Sir Madame ,

I wish to object to the proposed Variation of Condition 1 to extended the operational life of this development . We regularly visit Pitmuies Gardens and find it unbelievable that such a development could be constructed adjacent to a listed building with established gardens and country walks that attracts large numbers visitor's from far and wide. We objected when this development was first proposed and have not changed our position since it was constructed. It is a eye sore and should be removed as soon as possible.

Regards


Mr & Mrs J Armitage

Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar
DD8 1AN

RECEIVED

11 JUL 2019

PLANNING & PLACE
COUNTY BUILDINGS

60 Latch Road
Brechin
Angus
DD9 6JH

09 July 2019

Ref : Planning Application 19/00439 full (Variation of Condition 1) to extend operational life of Pressock Solar Farm Angus

Dear Sir Madame ,

I write to object to the proposed Variation of Condition 1 to extended the operational life of this development .This solar farm development has only been operational for a couple of years along with two other solar farms located in Angus . The reasons these three solar farms were approved during the 2014 / 2015 period was they provided a source of renewable energy generation in a manner that complied with relevant polices of Angus Council development plan subject to conditions .

Angus Councils development plan is required under Section 21 of the Town and Country Planning (Scotland) Act 2006.This is a working document and Angus Council are required to review , update and republish it regularly (at least every two years) . I find it somewhat irresponsible to extended a current development that complies with polices relevant during 2014/ 2015 . Such policies will be outdated and even contrary to Angus Councils development polices which are in force during the 2040 period .

Diesel powered vehicles were promoted heavily a few years ago .This Government policy has now taken a 180 degree about turn. There are no disadvantages to anybody by Angus Council not approving this requested extension and agreeing to review it when the relevant development polices are in place during 2040.

Yours Sincerely


Mr S Williamson

Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar
DD8 1AN

10 July 2019

RECEIVED

12 JUL 2019

PLANNING & PLACE
COUNTY BUILDINGS

2 Guthrie Street
Frickheim
Arbroath
DD11 4SY

Ref : Planning Application 19/00439 full (Variation of Condition 1 to extend operational life of constructed solar farm (15/00330 full) for and additional 5 years from 26 years after the date when electricity is first generated to 31 years from this date.

Dear Sir Madame ,

I wish to object to the proposed Variation of Condition 1 or any other conditions put in place by Angus Council Development Standards Committee in regards to planning application 15/00330

The requested 5 year extension and the request to issue a new planning approval with particular reference to emails from James Wright. Also the implication that Condition 2 was separately approved and complied with Condition 2 in the original planning is inaccurate .

The applicant confirms the solar farm produced power from the 28th March 2017, this is correct .The restoration bond between Angus Council and the Developer was only put in place after the solar farm was connected to the grid.

The decision on the original application was taken by the Development Standards Committee and there were 72 representation objecting to the proposals . It would not be reasonable for approval of any extension to this development without members of the public being given chance to comment on changes to any conditions. This site is also located to the South East of a Category A listed building and historic garden /design landscape

I lodge this written objection to ensure this application is considered by the Development Standards Committee and not approved by one Angus Council employee.

Yours Faithfully


Michael Wood

RECEIVED

Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar
DD8 1AN

12 JUL 2017

PLANNING & PLACE
COUNTY BUILDINGS

10th July 2017

Pressock Farmhouse
Guthrie
Forfar
Angus
DD8 2SN

Ref : Planning Application 19/00439 full (Variation of Condition 1 to extend operational life of constructed solar farm (15/00330 full) for and additional 5 years from 26 years after the date when electricity is first generated to 31 years from this date.

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I lodge this written objection to ensure this application is considered by the Development Standards Committee and not approved by one Angus Council employee.

Yours Faithfully


Mrs H Wood

Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar
DD8 1AN

RECEIVED

12 JUL 2019

PLANNING & PLACE
COUNTY BUILDINGS
10 July 2019

2 Guthrie Street
Friockheim
Arbroath
DD11 4SY

Ref : Planning Application 19/00439 full (Variation of Condition 1 to extend operational life of constructed solar farm (15/00330 full) for and additional 5 years from 26 years after the date when electricity is first generated to 31 years from this date.

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I lodge this written objection to ensure this application is considered by the Development Standards Committee and not approved by one Angus Council employee.

Yours Faithfully


S Maclean

Planning Department,
Angus Council,
Angus House
Orchardbank Business Park
Forfar
DD8 1AN

RECEIVED

26 JUL 2019

PLANNING & PLACE
COUNTY BUILDINGS

Ref : Planning Application 19/00439 full (Variation of Condition 1 to extend operational life of constructed solar farm (15/00330 full) for and additional 5 years from 26 years after the date when electricity is first generated to 31 years from this date.

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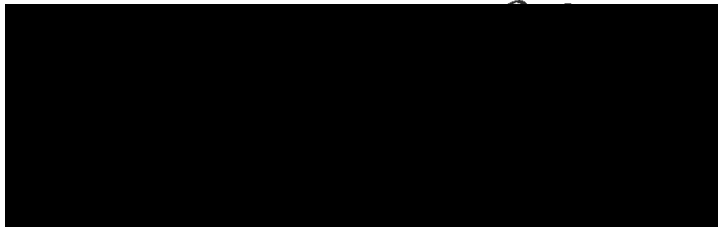
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I lodge this written objection to ensure this application is considered by the Development Standards Committee and not approved by one Angus Council employee.

Yours Faithfully



18/07/2019

JULIA A. CRANFORD

AULD BYRE

PRESSOCK

GUTHRIE

DD8 2SN.