

A G Wright & Sons (Farms) Ltd

3rd March 2023

Dear Sir

Sunnica - EN010106

Unique Ref Nos: SUNN-AFP 191

A submission for deadline 7.

1/ Compulsory Acquisition

I have submitted attached at (Appendix 1) the speech I made at the CAH hearing 14th February 2023. The speech sets out our position in relation to Compulsory acquisition.

2/ Carbon Lifecycle

Sunnica have now substantially changed their carbon calculation figures three times following papers submitted by Cranfield University. Cranfield are still awaiting figures from Sunnica to back up and explain their most recent submission. In the absence of a detailed and reasoned response from the Applicant we have to assume that the position is as stated by Cranfield. Which is that Sunnica can not demonstrate that the scheme they are proposing ever reaches a point where it saves more carbon than it produces. The Sunnica scheme therefore will hinder our pursuit of Net Zero.

3/ Agriculture

The many concerns that have been continually highlighted throughout the examination process in relation to the Daniel Baird Soil Consultancy (DBSC) report still remain unexplained at this late stage of the examination process.

The core issue is that it is impossible for Natural England's predictive BMV plan to show that 83% of the site is more than 60% likely to be BMV and DBSC to survey 924 hectares of the site and find less than 1% BMV. SNTS have consistently offered a way to resolve this issue, which the Applicant has refused to contemplate which can only lead to the conclusion that if the site was resurveyed considerably more than 1% of the land would be BMV.

The Applicant throughout the Examination has not addressed the legitimate concerns raised about the DBSC report. They have instead concentrated entirely on criticising other people's work in an attempt to deflect scrutiny of the DBSC report and conclusions. This has meant the flaws in the report remain unexplained just as they did at the Ripon Enquiry.

Please can the Applicant be held to account on the outstanding issues referred to above.

Yours faithfully



N R W Wright
(on behalf of A G Wright & Son Farm Ltd)

Nick Wright

From: Nick Wright
Sent: 14 February 2023 13:35
To: Nick Wright
Subject: FW: Compulsory purchase

Speech made to
CAH 2. 14/2/23

I have read the summary schedule of negotiations and powers sought prepared by Sunnica document ref: REP6-021.

I do not think it accurately reflects the negotiations with A G Wright & Son Farms Ltd known as AGW and I will explain why:

1/ AGW completed Sunnica's land referencing: land interest questionnaire on 1st April 2019. Sunnica subsequently sent out the same form on 3rd July 2020 and on 20th July 2020. They clearly had not logged we had completed the form. The summary schedule does not acknowledge this completed form.

2/ My wife has no recollection of having a meeting with Sunnica's representatives on 27th August 2020 and being provided with an overview of the scheme and the DCO – somebody may have come to the house uninvited and handed her an envelope. However no meeting took place or any form of discussion or explanation. This statement is totally misleading. It should also be noted that by the time they came to supposedly explain the scheme to my wife they had already served us with a s.53 notice under the Planning Act 2008. Which I will explain later.

3/ We did not allow Sunnica access to our farm to survey the land because Sunnica wanted access to large areas of the farm including fields containing our horse training gallops and not just land close to the proposed cable route. This was an excessive request. They also failed to supply us with correct plans of the farm for many months.

4/ Sunnica notified us that they had applied to the Secretary of State via the Planning Inspectorate for authorization to access our farm in a letter dated 13th December 2019 under S53 of the Planning Act 2008. The Planning Inspectorate wrote to us requesting details which we provided in a letter dated 20th January 2020.

The Planning Inspectorate wrote to us again on 19th August 2020 stating they had sent a s.53 notice to Sunnica requesting further information. We never heard anything further regarding the Section 53 notice procedures. We therefore assume Sunnica could not provide the information the Inspectorate required.

Sunnica then served us with a S172 Notice under the Housing and Planning Act 2016 on November 27th 2020. Stating they would enter our farm on the 14th December 2020. They did not appear. This threat should not be underestimated – one of the surveys they were saying they would be carrying out was Ground investigation – which they describe as follows:

Multiple visits will be undertaken between 14th December 2020 and 30th April 2021

For Intrusive survey potentially involving digging trenches or pits to investigate potential areas of buried archaeology including those identified on the geographical survey. The area requested for digging was a significant area of our farm and included irrigated land growing potatoes. Digging of trenches would ruin large areas of this crop.

Sunnica Served another S172 Notice on AGW on 12th March 2021. Stating they would enter our farm on 27th March 2021. They did not appear.

It should be noted that in the two s172 notices served on us by Sunnica they list the surveys they wish to carry out. As stated by Natural England ALC soil surveys should be carried out along the cable route. Sunnica list 34 surveys they wish to carry out but omit an ALC survey.

Like the Sunnica site itself which Natural England predict is over 50% Best and Most Versatile land a large proportion of the cable route will also be BMV. Is this why they avoided the ALC survey?

I do not understand why none of these matters are recorded in the schedule of negotiations and powers sought?

During the negotiations for an access license, we were represented by a land agent [REDACTED] of Cheffins. Sunnica have refused to pay his fees because we did not sign the access license.

Sunnica sent Heads of terms for an option for an easement along the cable route corridor on 29th June 2021. This option was for the right to acquire a permanent easement in perpetuity in respect of underground electricity cables for a 10 metre easement on land that will have to remain open and unbuilt open.

We considered the option was unreasonable for the following reasons:

1/ professional fees were inadequate and had previously remained unpaid

2/ Compensation was inadequate £23 per meter for the cable route when on another local solar project landowners were being offered £110 per meter.

3/ the easement was in perpetuity – why was this if the scheme was for 40 years

4/ No details of the depth of the cable were given

5/ no details of how long it would take to lay the cable

6/ the requirement to have access within 48 hours was unreasonable. How often would access be needed.

7/ by signing the option we would not be allowed to comment or object to the Sunnica scheme.

8/ Feedback from other landowners who had met with Sunnica was that they were not prepared to negotiate the terms of the Easement and as Sunnica were not paying fees we were advised not to enter into pointless negotiations at our own cost.

We were then sent an amended Option agreement on 6th December 2021 and since that date we have not had contact with Sunnica on this matter.

Sunnica also refused to pay my solicitor's bill for a number of months because AGW had not signed the access license agreement. His bill was sent on 11th June 2021 and was finally part settled on 9th September 2022. An amount still remains outstanding. He was therefore not prepared to work with Sunnica unless he was paid money on account.

The threat of compulsory purchase should not be used by Sunnica to force people to sign unreasonable agreements. This is what has happened.

Sunnica's schedule of negotiation is incomplete and misleading. They have not behaved in a fair or reasonable manner in trying to gain access to our farm. Their conduct has been threatening and incompetent. They have not paid our professional fees but yet have expected our professional advisors to engage with them. This is unsatisfactory and further proof that Compulsory purchase powers should not be granted to Sunnica.