



SUNNICA ENERGY FARM

EN010106

Statement of Common Ground with the Parish and Town Councils'
Alliance

Planning Act 2008

Infrastructure Planning (Examination Procedure) Rules 2010



13 March 2023

Version Number: 00

Planning Act 2008

**The Infrastructure Planning
(Examination Procedure) Rules 2010**

Sunnica Energy Farm

Statement of Common Ground with the Parish and Town Councils'
Alliance

WITHOUT PREJUDICE

Planning Inspectorate Scheme Reference	EN010106
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1 Introduction

1.1 Purpose of this document

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared in respect of the application for the proposed Sunnica Energy Farm Development Consent Order ("the Application") made by Sunnica Limited ("Sunnica") to the Secretary of State for the Department for Business, Energy and Industrial Strategy ("Secretary of State") for a Development Consent Order ("the Order") under section 37 of the Planning Act 2008 ("PA 2008").
- 1.1.2 The Order, if granted, would authorise Sunnica to construct, operate (including maintain) and decommission a ground mounted solar farm across Sunnica East Site A, Sunnica East Site B and Sunnica West Site A. The Scheme includes the following key components:
- a. Solar PV modules;
 - b. PV module mounting structures;
 - c. Inverters;
 - d. Transformers;
 - e. Switchgear;
 - f. Onsite cabling (including high and low voltage cabling) and cabling between the Sites and to the Burwell National Grid Substation;
 - g. One or more BESS (expected to be formed of lithium ion batteries storing electrical energy) on Sunnica East Site A, Sunnica East Site B, and Sunnica West Site A;
 - h. An electrical compound comprising a substation and control building (Sunnica East Site A, Sunnica East Site B, and Sunnica West Site A only);
 - i. Office/warehouse (Sunnica East Site A and Sunnica East Site B only)
 - j. Fencing and security measures;
 - k. Drainage;
 - l. Internal access roads and car parking;
 - m. Landscaping including habitat creation areas; and
 - n. Construction laydown areas.
- 1.1.3 This SoCG does not seek to replicate information which is available elsewhere within the Application documents. All documents are available in the deposit locations and/or the Planning Inspectorate website.
- 1.1.4 This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the parties to it, and where agreement has not (yet) been reached. SoCGs are an established means in the planning process

of allowing all parties to identify and so focus on specific issues that may need to be addressed during the examination.

1.2 Parties to this Statement of Common Ground

1.2.1 This SoCG has been prepared by (1) Sunnica as the Applicant and (2) Chippenham Parish Council, Exning Parish Council, Fordham Parish Council, Freckenham Parish Council, Isleham Parish Council, Mildenhall High Town Council, Newmarket Town Council, Reach Parish Council, Red Lodge Parish Council, Snailwell Parish Council, West Row Parish Council and Worlington Parish Council, herein referred to as 'the Parish and Town Councils' Alliance'.

1.2.2 Sunnica is a Special Purpose Vehicle (SPV) incorporated in December 2013 to construct, operate, and decommission the Sunnica Energy Farm.

1.2.3 The Town and Parish Council Alliance is the interested party to the Examination of the Application.

1.2.4 Collectively Sunnica and the Parish and Town Councils' Alliance are referred to as 'the parties'.

1.3 Terminology

1.3.1 In the tables in the Issues chapter of this SoCG:

- a. "Agreed" indicates where the issue has been resolved.
- b. "Not Agreed" indicates a final position of the parties that is not agreed, and
- c. "Under discussion" indicates where these points are the subject of on-going discussion wherever possible to resolve, or refine, the extent of disagreement between the parties.

1.3.2 This SOCG addresses those points that Alliance and the Applicant have had capacity to explore together in discussions. As such, it is not inclusive of all matters between the parties relevant to Examination. That a matter appears in the submissions of the Applicant and/or Alliance but is not addressed in this SOCG does not mean it is not a relevant matter for the party that made that submission.

1.4 Initial SoCGs

1.4.1 Individual SoCGs were prepared and submitted at Deadline 2 for Chippenham Parish Council, Fordham Parish Council, Freckenham Parish Council, Isleham Parish Council, Mildenhall High Town Council, Newmarket Town Council, Reach Parish Council, Red Lodge Parish Council, Snailwell Parish Council West Row Parish Council and Worlington Parish Council. All of the Parish and Town Councils listed, plus Exning Parish Council, subsequently requested to submit a combined SoCG as the Parish and Town Councils' Alliance.

2 Issues

2.1 Matters Agreed

2.1.1 **Table 1** below details the matters agreed with the Parish and Town Councils' Alliance.

Table 1: Matters agreed

Topic	Sub-topic	Details of Matters Agreed
None	None	There are no matters agreed between the Parties.

2.2 Matters Under Discussion

2.2.1 **Table 2** below details the matters under discussion with the Parish and Town Councils' Alliance.

Table 2: Matters Under Discussion

Topic	Sub-topic	Details of Matters Under Discussion
None	None	There are no matters under discussion between the Parties.

2.3 Matters Not Agreed

2.3.1 Table 3 below details the matters not agreed with the Parish and Town Councils' Alliance.

Table 3: Matters not agreed

Topic	Sub-topic	Details of Matters Not Agreed
General	Support for renewable energy	The Alliance supports renewable energy in the UK but the Parties are not agreed that the scheme will use land and resources efficiently to contribute to the provision of renewable energy in the UK.
	Electrical losses	The Parties are not agreed that Sunnica has given enough consideration to the electrical losses associated with the length of the grid connection.
	Compulsory Acquisition	The Parties are not agreed that an appropriate level of information has been provided regarding land which has been proposed for compulsory acquisition.
	Local planning policies	The Parties are not agreed that the Scheme is consistent with local planning policies.
	Operational lifetime	The Parties are not agreed as to whether the operational lifetime of the Scheme should be reduced to less than 40 years.
Scheme design	Scale	The Parties are not agreed that the scale of the Scheme is acceptable.
	Alternative technologies	The parties are not agreed that the Applicant has provided sufficient evidence to justify the use of solar as opposed to alternative technologies.
	Layout	The Parties are not agreed that the Applicant has provided sufficient evidence to support the chosen layout of the Scheme.
	Battery energy storage system (BESS) capacity	The Parties are not agreed that the Applicant has provided sufficient information regarding the MWh capacity of the BESS.
	BESS scale	The Parties are not agreed that the scale of the BESS is appropriate.
	BESS location	The Parties are not agreed that the Applicant has provided sufficient evidence to support the selection of the BESS locations
	Scheme location	The Parties are not agreed that the Applicant has provided sufficient evidence to support the selection of the Scheme's location.
	Green infrastructure.	The Parties are not agreed that the Application has accurately outlined the areas considered to be green infrastructure.

Consultation	Consultation materials	The Parties are not agreed that the consultation materials prepared by Sunnica for the pre-application consultation were accurate.
	Adequacy of consultation	The Parties are not agreed that the consultation undertaken by the Applicant was sufficient.
	Satisfactory responses to pre-application consultation	The Parties are not agreed that Sunnica provided satisfactory responses to pre-application questions.
Methodology	Robustness of Assessment	The Parties are not agreed that the landscape assessment robustly and accurately assesses the likelihood of significant effects arising from the Scheme.
	Level of detail in the Application	The Parties are not agreed that the information submitted with the Application was sufficient for the purposes of a DCO application.
Land Use	Agricultural land	The Parties are not agreed that Sunnica's assessment of the effect of the Scheme on best and most versatile agricultural land is compliant with planning policy.
	Impacts on agricultural land	The Parties are not agreed that the Scheme will not give rise to unacceptable impacts on best and most versatile agricultural land.
	Food security	The Parties are not agreed as to what weight should be attributed to food security in the decision-making process.
	Impacts on access to open spaces and views	The Parties are not agreed that the effects of the Scheme on access to footpaths as well as views from footpaths is acceptable.
	Visual effects on Green Drove Lane (U6006)	The Parties are not agreed that the assessment of the significance of the effects of the Scheme on green space and amenity areas in the vicinity of Green Drove Lane (U6006) is accurate and acceptable.
Climate Change	Project carbon footprint	The Parties are not agreed that the greenhouse gas emissions assessment in the Application accurately reports the carbon lifecycle of the Scheme.
	Carbon emissions	The Parties are not agreed that the methodology for calculating carbon emissions from the Scheme over its lifetime is accurate.
Landscape and Visual Amenity	Visual effects	The Parties are not agreed that the visual effects of the Scheme have been robustly and accurately assessed, in accordance with relevant guidance.
	Views	The Parties are not agreed that the visual effects of the Scheme are acceptable.
	Landscape amenity impacts	The Parties are not agreed that the effects of the Scheme on the landscape and amenity of the local area are acceptable.

	Residential views	The Parties are not agreed that the effects of the Scheme on residential views are acceptable.
	Visual mitigation	The Parties are not agreed that the Applicant has proposed sufficient screening to mitigate the visual effects of the Scheme.
	Landscape character	The Parties are not agreed that the effects of the Scheme on the landscape character are acceptable.
	Screening establishment time	The Parties are not agreed that the Application has given sufficient consideration to the time required to establish screening associated with the mitigation of the visual effects of the Scheme.
	Visual effects on The Limekilns and Water Hall Farm	The Parties are not agreed that the visual effects of the Scheme on views from the Limekilns and Water Hall Farm are acceptable.
	Visual effects on Worlington routes	The Parties are not agreed that the visual effects of the Scheme on routes in and out of Worlington are acceptable.
	West Site A	The conclusions regarding the level of impact outlined in the Environmental Statement for the users of PRow 204/5 and visitors to the Limekilns and Waterhall Gallops are not agreed between the parties.
Ecology	Wildlife impacts from fencing	The Parties are not agreed that adequate controls are included within the DCO application to ensure that the boundary treatments do not have unacceptable ecological effects.
	Selinum Carvifolia	The Parties are not agreed that the effects of the Scheme on <i>Selinum Carvifolia</i> are acceptable.
	Chippenham Fen	The Parties are not agreed that the effects of the Scheme on ecology and nature at Chippenham Fen are acceptable.
	Ecology	The Parties are not agreed that the impacts of the Scheme during construction on Stone Curlew, Tawny Owls, Bats, rare Fish species and Water Voles, and proposed mitigation, are acceptable.
	BESS	The Parties are not agreed that the environmental risks associated with the BESS are acceptable.
	Wildlife habitats and corridors	The Parties are not agreed that the effects of the Scheme on wildlife habitats and corridors are acceptable.
	Effects on wildlife and protected species	The Parties are not agreed that the effects of the Scheme on wildlife and protected species, including stone curlew, swift, great crested newts and bats are acceptable.
	Biodiversity impacts	The Parties are not agreed that the Application has adequately assessed the effects of the Scheme on biodiversity.

	Arboriculture	The Parties are not agreed that the effects of the Scheme on arboriculture are acceptable and whether potential tree loss has been adequately assessed.
	PRoW closure and construction works	The Parties are not agreed that the potential impacts on wildlife (bats) as a result of the construction works associated with the partial closure of U6006 are acceptable.
Human Health	BESS safety	The Parties are not agreed that the proposed Outline Battery Fire Safety Management Plan adequately manages risks of fire from the BESS to the local community from BESS.
Socio-economics	Community benefits	The Parties are not agreed that the Scheme provides appropriate community benefits.
	Demography	The Parties do not agree about the effects of the Scheme on local population levels
	Impact on agricultural jobs	The Parties are not agreed as to whether the Scheme will lead to a reduction in agricultural jobs.
	Horse racing industry	The Parties are not agreed as to whether the Scheme will have impacts on the local horse racing industry.
Transport and Access	HGV traffic	The Parties are not agreed that the effects of HGV traffic on local roads are acceptable.
	Road safety	The Parties are not agreed that the effects of the Scheme on road safety during construction are acceptable.
	Worlington road crossing points	The Parties are not agreed that the crossing points on the road through Worlington are acceptable.
	Traffic congestion	The Parties are not agreed that the Scheme will have acceptable impacts on the local road network during construction.
	Non-motorised users	The Parties are not agreed that the effect of the Scheme on non-motorised users of public rights of way (PRoW) is acceptable.
	Construction traffic	The Parties are not agreed that the impacts of the Scheme in terms of construction traffic and the amenity, health and wellbeing of residents are acceptable.
	Staff parking	The Parties are not agreed as to whether staff parking provided by the Scheme during construction is adequate.
	Impacts on road traffic	The Parties are not agreed that the A11 slip roads can support the increase in traffic associated with the Scheme during construction.
	Permissive paths	The Parties are not agreed that the permissive paths proposed within the Application are sufficient.
Water Environment	Groundwater	The Parties are not agreed that the Scheme will give rise to effects on groundwater, specifically in relation to surface water run-off.
	Lee Brook chalk stream	The Parties are not agreed that the effects of the Scheme on Lee Brook Chalk stream are acceptable.

	Chalk streams	The Parties are not agreed that the effects of the Scheme on chalk streams, specifically in relation to surface water run-off are acceptable.
	Drainage	The Parties are not agreed that the effect of the Scheme on drainage patterns within the local area is acceptable.
	Flooding	The Parties are not agreed that the effect of the Scheme on flooding within the local area is acceptable.
Noise and vibration	BESS operational noise	The Parties are not agreed that the operational phase impacts of the BESS on noise levels are acceptable.
	Noise effects	The Parties are not agreed that the effects of the Scheme by way of noise emissions, during both construction and operation are acceptable.
	Horses	The Parties are not agreed that the noise effects of the Scheme on horses, during both construction and operation are acceptable.
Air quality	Construction related dust emissions	The Parties are not agreed that the effects of the Scheme in terms of construction emissions are acceptable.
Cultural heritage	Archaeological record and surveys	The Parties are not agreed that the impact of construction works on cultural heritage is acceptable and whether archaeological surveys are complete.
	Chippenham Park Gardens	The Parties are not agreed that the effects of the Scheme on Chippenham Park Gardens are acceptable.
	WW2 crash site	The Parties are not agreed that the effects of the Scheme on the World War II crash site near the former RAF Snailwell base are acceptable.
	Local heritage	The Parties are not agreed that the effects of the Scheme on local heritage are acceptable.
	Historical/ listed buildings in Worlington	The Parties are not agreed that the effects of the Scheme on historical and listed buildings in Worlington are acceptable.
	PRoW closure and construction works	The Parties are not agreed that potential impacts on buried archaeology due to the partial closure of U6006 and associated construction works as a result of the Scheme are acceptable.
	Icknield Way	The Parties are not agreed that the effects of the Scheme on the Icknield Way are acceptable.
Construction	Residents	The Parties are not agreed that the Scheme gives rise to acceptable effects during construction on local residents.
	Local environment	The Parties are not agreed that the Scheme gives rise to acceptable effects during construction on the local environment.

	Extent of decommissioning	The Parties are not agreed that the decommissioning proposals are sufficient.
	Scheme lifespan	The Parties are not agreed that the solar farm and BESS are able to continue operation for the whole of the Scheme's lifespan.
Decommissioning	Farmland restoration	The Parties are not agreed that the timescales associated with decommissioning and compliance with the decommissioning environmental management plan are acceptable.
	Restoration of land	The Parties are not agreed that the mechanism to secure the decommissioning of the land subject to the Scheme at the end of its lifetime is appropriate.
	Decommissioning fund	The Parties are not agreed as to whether a decommissioning fund or financial bond should be required as part of the Scheme.

3 Signatures

This Statement of Common Ground is agreed:

On behalf of Parish and Town Councils' Alliance

Name Fiona Maxwell

Signature

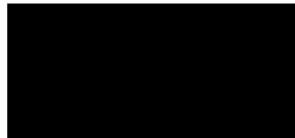


Date 13 March 2023

On behalf of the Applicant:

Name: Luke Murray

Signature:



Date: 13 March 2023