



# Mallard Pass

Solar Farm

## Mallard Pass Solar Farm

**Draft Statement of Common Ground  
with Mallard Pass Action Group  
Deadline 4 - July 2023**

EN010127

EN010127/APP/8.11

## **Glossary**

The glossary used for the Statement of Common Ground can be found within the Chapter 0 Glossary of the Environment Statement [APP-030].

## 1.0 Introduction

### **Status of the Statement of Common Ground**

1.1 This Statement of Common Ground ('SoCG') is being submitted to the Examining Authority as an agreed draft between both parties. It will be amended as the examination progresses in order to enable a final version to be submitted to the Examining Authority.

### **Purpose of this document**

1.2 This Statement of Common Ground (hereafter referred to as the 'SoCG') has been prepared in relation to the Mallard Pass Solar Farm Development Consent Order (the Application). The SoCG is a 'live' document that has been prepared by Mallard Pass Solar Farm Limited and Mallard Pass Action Group.

1.3 The SoCG has been prepared in accordance with the Guidance for examination of DCO applications which was published in 2015 by the Department for Communities and Local Government<sup>1</sup>.

1.4 Paragraph 58 of the Department for Communities and Local Government (DCLG) Guidance comments that:

*"A statement of common ground is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree. As well as identifying matters which are not in real dispute, it is also useful if a statement identifies those areas where agreement has not been reached. The statement should include references to show where those matters are dealt with in the written representations or other documentary evidence".*

1.5 The aim of this SoCG is to therefore provide a clear position of the progress and agreement made or not yet made between Mallard Pass Action Group and Mallard Pass Solar Farm Limited on matters relating to Mallard Pass Solar Farm.

1.6 The document will be updated as more information becomes available and as a result of ongoing discussions between Mallard Pass Solar Farm Limited and Mallard Pass Action Group.

<sup>1</sup> Planning Act 2008: Guidance for the examination of applications for development consent (March 2015) paragraphs 58 – 65

- 1.7 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.
- 1.8 It is intended that the SoCG will provide information for the examination process, facilitating a smooth and efficient examination and managing the amount of material that needs to be submitted.

### **Terminology**

- 1.9 In the table in the Issues chapter of this SoCG:

“Agreed” indicates where the issue has been resolved.

“Not Agreed” indicates a position where both parties have reached a final position that a matter cannot be agreed between them.

“Under Discussion” indicates where points continue to be the subject of on-going discussions between parties.

## **2.0 Description of development**

2.1 The Proposed Development comprises the construction, operation, maintenance, and decommissioning of a solar photovoltaic (PV) array electricity generating facility with a total capacity exceeding 50 megawatts (MW) and export connection to the National Grid.

2.2 The Mallard Pass DCO Project comprises those parts of the Mallard Pass Project which are to be consented to by a DCO, namely:

- The Solar PV Site - the area within the Order limits that is being proposed for PV Arrays, Solar Stations and the Onsite Substation.
- Onsite Substation - comprising electrical infrastructure such as the transformers, switchgear and metering equipment required to facilitate the export of electricity from the Proposed Development to the National Grid. The Onsite Substation will convert the electricity to 400kV for onward transmission to the Ryhall Substation via the Grid Connection Cables.
- Mitigation and Enhancement Areas - the area within the Order limits that is being proposed for mitigation and enhancement.
- Highway Works Site - the areas that are being proposed for improvement works to facilitate access to the Solar PV Site
- Grid Connection Corridor - the proposed corridor for the Grid Connection Cables between the Onsite Substation and the National Grid Ryhall Substation.

### 3.0 Current Position

#### **Position of Mallard Pass Solar Farm Limited and Mallard Pass Action Group**

- 3.1 The following schedule addresses the position of Mallard Pass Solar Farm Limited and Mallard Pass Action Group, following a series of meetings and discussions with respect to the key areas of the project.
- 3.2 As mentioned previously, this is a 'live' document and there are some aspects that are still under discussion between the parties. The intention is to provide a final position in subsequent versions of the SoCG, addressing and identifying where changes have been made and ultimately both parties agree on relevant points.
- 3.3 The position outlined below represents a topic themed approach drawing on the Written Response received from MPAG.

## 4.0 Record of Engagement

### Summary of consultation and engagement

4.1 The parties have been engaged in consultation and engagement throughout the development of the Application. Table 1 shows a summary of the meetings and correspondence that has taken place between Mallard Pass Solar Farm Ltd (including consultants on its behalf) and Mallard Pass Action Group (MPAG) (including its Chair) in relation to the Application.

4.2 Table 1 includes all direct consultation and engagement between the Applicant and MPAG throughout the development of the Application, to date. To note that this Table does not include Applicant engagement with MPAG at consultation events, which occurred at most (if not all) of the 11 digital and in-person information events across both Stage One Non-Statutory Consultation (04 November – 16 December 2021) and Stage Two Statutory Consultation (26 May – 04 August 2022).

**Table 1: Record of Engagement**

<b>Date</b>	<b>Form</b>	<b>Sent from</b>	<b>Sent to</b>	<b>Key topics discussed and key outcomes</b>
25/04/2022	Email	MPAG	Applicant	MPAG Chair provides MPAG feedback on the draft SoCC, including a list of LIPs, Hard to Reach Groups and CAPs.
		Applicant	MPAG	Applicant response to MPAG's feedback on the Draft SoCC.
Early May 2022	Email	Emails between Applicant and MPAG		Various emails to discuss the forthcoming consultation process and to seek to organise meeting.
Late May to June 2022	Email	Emails between Applicant and MPAG		Various emails during the statutory consultation process regarding availability of materials and following up on webinar queries.
01/08/2022	Email	MPAG	Applicant	MPAG provides feedback to Stage Two Statutory Consultation.
04/08/2022	Email	MPAG	Applicant	MPAG provides additional feedback to Stage Two Statutory Consultation.
16/09/2022	Letter via Email	Applicant	MPAG	Applicant sends letter via email to MPAG notifying of survey works taking place onsite; specifically with regards to trial trenching scheduled to take place for approximately four-five weeks beginning on 20 September 2022 and ending late October 2022.
05/01/2023	Email	Applicant	MPAG	Applicant provides Section 56 Notice and accompanying cover letter to MPAG
27/02/2023	Email	MPAG	Applicant	MPAG requests Applicant to provide copies of the letters sent to Section 42 consultees on 23 May, 17 June and 13 September 2022.
07/03/2023	Email	Applicant	MPAG	Applicant provides response to query received on 27/02/2023 including the relevant document references, links and PDF copies (attached) to the Section 42 letters requested. Due to a technical malfunction the Applicant re-sent this



Date	Form	Sent from	Sent to	Key topics discussed and key outcomes
				exact correspondence on 08/02/2023, although both are marked as successfully sent.
February to April 2023	Email	Emails between Applicant and MPAG		Various emails regarding locations for Preliminary Meeting and Hearings, the pre-Examination process and progressing a SoCG.
May – July 2023	Email	Emails between Applicant and MPAG		Various emails regarding aspects of the Examination process.

## 5.0 Issues

### Matters Agreed

5.1 **Table 2** below details the matters agreed with Mallard Pass Action Group (MPAG)

5.2 For details of the points raised reference should be made to the application and submissions into the Examination.

5.3 This SoCG addresses those points that MPAG 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 MPAG but is not addressed in this SoCG does not mean it is not a relevant matter for the party that made that submission.

**Table 2: Matters Agreed**

Topic	Sub-topic	Details of Agreement
Policy	Need	The parties agree that national planning policy supports appropriately located solar farms.
Policy	Agricultural land	The parties agree in general terms that there is a preference within national and local planning policy which seeks to focus development on non-agricultural land, with particular protection afforded to best and most versatile land.
Policy	Cultural Heritage	The parties agree that designated heritage assets are afforded strong protection in local and national planning policy

**Matters Under Discussion**

5.4 **Table 3** below details the matters under discussion with Mallard Pass Action Group.

**Table 3: Matters under Discussion**

Topic	Sub-topic	Details of Agreement

As yet there have been no matters under discussion outside of the formal pre-application and Examination process. The SoCG process should now provide an opportunity for both parties to discuss the issues directly, and report back through the formal Examination process.

## Matters Not Agreed

5.5 **Table 4** below details the matters not agreed between the Applicant and Mallard Pass Action Group and where it is considered that they will not be able to be agreed. These are stated as single statements, but it can be presumed that both parties hold opposite views on this – with the Applicant considering its case is made, and Mallard Pass Action Group considering the case is not made.

**Table 4: Matters not Agreed**

For details of the point raised reference should be made to the application and submissions into the Examination.

Topic	Sub-topic	Details of Agreement
Environmental Statement	Completeness of ES	The parties do not agree on whether the ES is robust and has covered all necessary topics with the appropriate level of on-site survey work commensurate with the proposed size of the development e.g. ALC grading, biodiversity & ecology, archaeology.
Site selection	Assessment	The parties do not agree on whether adequate site selection has been undertaken by the Applicant.
Scheme design	Case for scheme design	The parties do not agree that the scheme design is fully fit for purpose. MPAG's position is that the Ryhall substation cannot support a BESS and in part is reliant on overplanting to help optimise energy generation and that the level of overplanting and mitigation results in higher levels of land use than is normal practice i.e. 6 acres per MW in total. The Applicant's position is that the scheme seeks to maximise the level of renewable energy generation at a location where there is un-utilised capacity as a result of the available third phase at the Ryhall substation and that the size of the scheme is within the range set out in draft NPS EN3 (see Applicant's response to First Written Question Q1.0.16).
DCO	Duration of consent	The parties do not agree that a non-time limited application is appropriate. MPAG's position is that the Applicant has not fully considered the worst case impacts of the scheme on the basis that if the lifetime of the scheme was shorter (e.g. <25 years) or longer (e.g. > 40 years) that there would be materially different effects than what is reported in the Environmental Statement. The Applicant's

<b>Topic</b>	<b>Sub-topic</b>	<b>Details of Agreement</b>
		position is that a time-limited consent is not appropriate for the reasons set out in the application documentation, written submissions and summaries of the oral submissions.
DCO	Panel layout	The parties do not agree that if, at the point of consent being given or at some time in the future replacement phase, panels become more efficient that the DCO should require the Applicant to review and reduce the solar area accordingly to ensure land take and visual and landscape impacts are minimised.
Policy	Need	The parties do not agree on whether the Applicant fully satisfies the case for need and can deliver an efficiently designed scheme minimising land use and other adverse effects.
Climate Change	Benefits of scheme	The parties do not agree on whether the Applicant has sufficiently demonstrated the benefits of the proposed development.
Climate change	Carbon payback	The parties are not agreed on whether the Applicant's calculations relating to carbon payback are correct i.e. that carbon payback will occur within approximately 10.5 years.
Compulsory Acquisition	Case for CA	The parties are not agreed on whether a clear compelling case in the public interest has been provided to justify the case for compulsory acquisition and the impacts to residents as result of the compulsory acquisition of land rights within the application.
Landscape and visual	N/A	The parties are not agreed on the permanent harm caused by the development on the character of the local area in respect of landscape and visual amenity, at year 1, year 15 and in perpetuity.
Fencing	Assessment	The parties are not agreed that the risk of having to install "Industrial security fencing" at a later date, either at construction or subsequently has been properly considered in the environmental assessment, acknowledging that the application as proposed is for a deer fence (wooden posts and metal wire mesh), other than at the project substation where a palisade fence is proposed.

<b>Topic</b>	<b>Sub-topic</b>	<b>Details of Agreement</b>
BMV	Assessment	The parties are not agreed that the BMV methodology and survey work is robust and therefore that the level of BMV is accurate.
Land Use	Impact on BMV agricultural land	The parties are not agreed on the weight that should be given to the impact on BMV land. MPAG's position is that the BMV would be permanently lost on the basis that the consent is not time limited. Substantial weight should be applied especially given the uncertain timeframe for the proposed development; longer term concerns for global food security and the cumulative effect of other NSIPs. The Applicant's position is addressed in written submissions and in the summaries of oral submissions.
Glint and glare	Assessment	The parties are not agreed on whether the Applicant's Glint and Glare assessment is robust and covers all necessary scenarios in respect of residential amenity, cycling and horse riding.
Soils	Soil management and protection	The parties are not agreed on whether sufficient soil management and protection measures are included within the Application in the outline Soil Management Plan, and the short, medium and long term impacts on the soil health if the appropriate measures are not robustly applied.
Flood Risk	N/A	The parties are not agreed on whether the proposed development has fully considered, and therefore properly mitigated, the off-site flood risk to Greatford, Essendine and Banthorpe from increased surface water flooding.
Noise and vibration	Assessment	The parties are not agreed on whether the Applicant's Noise and Vibration Assessment takes into account the impact of wind travel, as well as the impact of noise type/tonality on residents and users of PRoWs..
Cultural Heritage	Assessment	The parties are not agreed on whether the impact of the proposed development to both designated and non-designated heritage assets is not significant.

<b>Topic</b>	<b>Sub-topic</b>	<b>Details of Agreement</b>
Biodiversity	Biodiversity Net Gain	The parties are not agreed on whether the Applicant's BNG calculations are using the correct baseline and therefore can be correct.
Biodiversity	Assessment	The parties are not agreed on whether there will be adverse impacts to existing species living in the order limits as a result of the proposed development.
Community	Community benefit	The parties disagree on whether the proposed development offers tangible community benefits.
Socio-economics	Assessment	The parties do not agree on whether the Applicant's socio-economic assessment is robust, cognisant of MPAG's knowledge of the local area
Traffic & Transport	Assessment	The parties do not agree that the transport assessment fully understands the limitations and practicalities of the proposed traffic measures for all users i.e. route planning issues; traffic disruption; safety; noise impacts.
In-combination	Assessment	The parties do not agree on the weight to be applied to the in-combination adverse effects of the above topics. MPAG's position is that they heavily outweigh the benefits of the need for the proposed development. The Applicant's position is set out in the application documentation, written submissions and summaries of the oral submissions.

## Signatures

6.1 This Statement of Common Ground is agreed upon:

On behalf of Mallard Pass Action Group

Name: Sue Holloway

Signature: Sue Holloway

Date: 25/07/23

On behalf of the Applicant:

Name: Sarah Price

Signature: Sarah Price

Date: 24.07.23



