



Mallard Pass

Solar Farm

Mallard Pass Solar Farm

**Final Statement of Common
Ground with Mallard Pass Action
Group**

Deadline 9 - November 2023

EN010127

EN010127/APP/8.11.2

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 Government¹.

- 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.

¹ 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

Date	Form	Sent from	Sent to	Key topics discussed and key outcomes
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 exact

Date	Form	Sent from	Sent to	Key topics discussed and key outcomes
				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.
August – November 2023	Email	Emails between Applicant and MPAG		Correspondence regarding the drafting of and updates to the MPAG SoCG

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.
DCO	Duration of consent	The parties agree that a time limited consent is appropriate
Site Selection	Assessment	The parties agree that it is appropriate to use available capacity in the network if the proposed development meets other key criteria.

Site Selection	Assessment	The parties agree that grid connection is a key consideration to start site selection in combination with a suite of other considerations.
Policy	Solar	The parties agree that solar is part of the suite of technologies available to deliver renewable energy.
Climate Change	Assessment	The parties agree that the plant load factor for Mallard Pass is 11.4%, assuming the satellite data and calculations are a correct reflection of the actual efficiency, which MPAG are not in a position to contest. The fallback position for MPAG would be using DUKES latest PLF of 10.5%.

Matters Not Agreed

5.4 **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 disagree as to whether the lack of a BESS impacts the acceptability of the Proposed Development.
DCO	Duration of consent	<p>The parties do not agree on whether a time-limited consent of 60 years is appropriate.</p> <p>MPAG consider that a 30 year time limit would be more appropriate requiring the Applicant to apply for consent for extension of time beyond this at a point in time commensurate with the current expected operational lifespan of the solar PV panels.</p> <p>The Applicant considers that there are no planning reasons for why the lifetime should be less than the proposed 60 years.</p>
DCO	Panel layout	The parties do not agree on the way in which the panel layout should be optimised, should the panels become more efficient in the future. MPAG's position is that if panels become more efficient, the DCO should require the Applicant to review and reduce the solar area accordingly to ensure land

Topic	Sub-topic	Details of Agreement
		take and landscape and visual impacts are minimised. The Applicant's position is that, given the national need for renewable energy, it is important that sufficient flexibility is maintained to allow for optimisation of the grid connection and that draft Requirement 6 of the draft DCO provides for a detailed layout to be submitted and approved and that the scheme must be built out in accordance with those approved plans, ensuring no greater impacts are caused.
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.
Policy	Need/Land Use	<p>The parties do not agree on whether the proposed development is an appropriate use of solar technology. MPAG believes this to be the case because of the grid export limitation and the inherent inefficiency of ground mounted solar energy, with the consequential requirement for a large acreage of Greenfield land with a high % of BMV which when combined make the scheme unacceptable and out of line with national policy guidelines.</p> <p>The Applicant considers that the use of solar, the availability of the capacity at Ryhall substation and the proposed quantum of land required to deliver the Proposed Development and its associated benefits to be entirely acceptable and in line with national policy.</p>
Climate Change	Benefits of scheme	The parties do not agree that the benefits of the proposed development outweigh the significant level of harm and impact caused by the same said development.
Climate change	Carbon payback and benefit	<p>The parties are not wholly agreed on the approach to the carbon calculations and underlying assumptions, even if the arithmetic in the final spreadsheet is correct. MPAG believes, whilst the 60 year period gives certainty, the ad hoc 'drip fed' approach to panel replacement does not fully support the most logical climate change outcome for the proposed development. 'As and when' replacement of panels, as opposed to economic replacement of panels, will only serve to deliver a more inefficient net carbon benefit as manufacturing and supply chain operations will not be optimised.</p> <p>The Applicant has set out how replacement is accounted for in its calculations in its Deadline 7-8a</p>

Topic	Sub-topic	Details of Agreement
		submissions.
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	<p>The parties are not agreed that the assessment of and mechanism to approve future details of fencing requirements is appropriate.</p> <p>MPAG consider the requirement for more secure fencing cannot be ruled out given the rise in solar crime, changing advice from DOCOs and the increased value of assets at stake with NSIP scale solar farms. Due to the high possibility of security fencing being required and its consequent impacts on landscape & visual and biodiversity, this needs to be assessed during the Examination as a worst case scenario not retrospectively after consent has been granted.</p> <p>The Applicant considers that the parameters assessed in the ES are appropriate (and have shown to be insurable in its Deadline 5 submissions) and notes that Schedule 16 of the DCO provides certainty that any application to discharge or re-discharge a Requirement (including Requirement 8 of the Draft DCO which relates to approval of fencing details) is accompanied by an obligation for the Applicant to demonstrate that the proposed details to be discharged do not lead to effects that are materially new or materially different from those assessed in the ES. MPAG acknowledges the requirements provided in the DCO quoted but does not believe that in a scenario, were a material change to the type of fencing be required, this would be adequately dealt with after the DCO is consented.</p>
BMV	Assessment	The parties are not agreed that the BMV methodology and survey work is robust and therefore that

Topic	Sub-topic	Details of Agreement
		the level of BMV is accurate.
Land Use	Impact on BMV agricultural land	<p>The parties are not agreed on the weight that should be given to the impact of the Proposed Development on BMV land.</p> <p>The Applicant considers that no soils are 'lost' as a result of the development and that, even if change in land use of BMV land were an issue to be considered, both the project alone and cumulatively with other projects make up an extremely small percentage of BMV land in Rutland and Lincolnshire, and would have no impact on food security, even if (which the Applicant disagree with) that were to be taken into account.</p> <p>MPAG's position is that the BMV would be lost on a semi-permanent basis denying future generations the opportunity to determine land use pertaining to the needs at the time across most of the Order Limits and on a permanent basis on the land siting the substation. Substantial weight should be applied especially given the lengthy timeframe of 60 years for the proposed development; uncertainty regarding the long term impact on soil quality and ALC grades of BMV land under solar panels; longer term concerns for global food security, the ever-changing impact of climate change and the cumulative effect of all other types of NSIPs.</p>
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 and guaranteed soil management and protection measures are included within the Applicants outline Soil Management Plan. MPAG has a serious concern for the short, medium and long term impacts on soil health, structure and quality if the appropriate soil management 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

Topic	Sub-topic	Details of Agreement
		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.
Biodiversity	Biodiversity Net Gain	<p>The parties are not agreed on which version of the BNG metric should be used and whether the Applicant's BNG calculations are using the correct baseline and therefore can be correct. As the Applicant uses the latest draft NPS and NPPF for evaluation of the proposed development, MPAG believe they should use the latest available metric, currently 4.0 which will be mandatory for NSIPs in November 2025, well in advance of the construction of the solar farm.</p> <p>The Applicant considers the BNG metrics used within the ES and BNG assessment are appropriate and compliant with the relevant guidance and legislation. The draft DCO also provides the mechanisms to ensure that the delivery of BNG is secured.</p>
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	<p>The parties disagree on whether the proposed development offers tangible community benefits.</p> <p>MPAG consider that the only community benefit offered to the local communities affected by the proposed development are Permissive PRowS with no other community infrastructure or compensatory benefits offered. MPAG's position on this is that given most of the existing PRowS will lose amenity value due to the proximity of the solar panels, adding permissive paths with similar amenity value will not enhance the experience or enjoyment any further. MPAG's position is that this may on the contrary lead to less use of all the local PRowS restricting people's recreational activity.</p>

Topic	Sub-topic	Details of Agreement
		<p>MPAG consider that information Boards are not valued or required by the local community and destroy the natural sense of walking in open countryside.</p> <p>The Applicant considers that the permissive paths do provide a benefit to the community, as discussed in its Deadline 4 and Deadline 5 submissions and do not agree that existing PRowWs will lose their amenity value as a result of the Proposed Development.</p>
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 on whether the transport assessment fully understands the limitations and practicalities of the proposed traffic measures for all users i.e. route planning issues; traffic disruption & in particular diversions for all road closures; 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 as set out in MPAG's written submissions. 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: S. Holloway

Date: 9th November 2023

On behalf of the Applicant:

Name: Sarah Price

Signature: Sarah Price

Date: 10th November 2023