

7000 Acres Action Group

Dear Sir

Application by Gate Burton Energy Park Ltd

Introduction

7000 Acres is an interested party in the DCO Examination for the Gate Burton Energy Park and three additional solar NSIPs in the local area.

This is a summary submission provided for the Issue Specific Hearing planned for 5 July 2023 concerning the draft Development Consent Order (dDCO). 7000 Acres reserves the right to make further representations at ISH 1.

Many of the issues we have identified in the dDCO relate to the lack of evidence presented by the Applicant, both at this stage of the process and earlier during the public consultations. The Applicant has elected to apply a Rochdale Envelope but has not complied with Advice Notice Nine paragraph 2.3 where a *“cautious and worst case approach”* should be taken. In general, the dDCO contains little detail making the scheme hard to assess.

A few brief examples are provided below, further evidence will be provided by 7000 Acres in our Written Representations.

Felling or lopping of trees and removal of hedgerows

The dDCO states that the applicant may:

“38.— (1) The undertaker may fell or lop any tree or shrub near any part of the authorised development or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from—”

“39.—(1) The undertaker may fell or lop any tree that is subject to a tree preservation order within or overhanging land within the Order limits or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or

interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development.”

The Applicant provides no evidence on the scale of hedgerow and tree removal, which is contrary to the requirements of a Rochdale Envelope, where a cautious worst case must be defined. The nearby Cottam Solar NSIP identifies their scale of hedgerow destruction and so information is required from the Gate Burton project to assess the cumulative impact.

The current wording of the dDCO would allow the Applicant to remove all hedgerows and trees they believe to be necessary without any checks and balances.

In the opinion of 7000 Acres, the dDCO should be revised to state that any lopping, pruning, felling or removal of hedgerows, trees or shrubs should be in accordance with the Landscape and Ecological Management Plan. Also, that any proposed works to protected trees be agreed with the relevant LPA.

Landscape and Ecological Management Plan

7. (2) states:

The landscape and ecological management plan must be substantially in accordance with the outline landscape and ecological management plan.

The word “*substantially*” should be removed.

Battery Energy Storage System

The dDCO identifies a Battery Energy Storage System (BESS). There is insufficient evidence for the Examining Authority to conclude that the BESS would be Associated Development or an aim in itself. As the Applicant has adopted a Rochdale Envelope, there is limited information available about the BESS. Amongst other things the following details are unclear:

- Any indications as to the total power of the BESS (rated in megawatts)

- Any indications as to the storage capacity and duration of storage (rated in megawatt hours)
- Sufficient evidence regarding the network and how the PV cells will be connected to the BESS.
- Any explanation over the energy balancing role of the BESS and energy import from the National Grid. These features are briefly discussed in publicity material but not in the dDCO, so will they be a feature of the BESS?

It is currently unclear if the BESS is Associated Development or could be viewed as an aim in itself. This latter point would apply if the BESS were used to import and trade energy with the National Grid. As a solar farm has a limited operating envelope, using the BESS to trade power outside the limited operating envelope of the PV cells should be viewed as a separate development.

7000 Acres believes that these questions must be answered before the Examining Authority can conclude if the BESS is Associated Development. Applying the principle of a Rochdale Envelope, the “reasonable worst case” assessment is currently that the BESS is not Associated Development, as it will be capable of trading power with the National Grid at night and winter months when the PV cells are not generating power. As the Consent will be for operating a “generating station”, revenue operations when the scheme is not capable of generating power should be viewed as a separate system.

Guidance on associated development¹ principles, paragraph 5 (iii) states that:

“Developments should not be treated as associated development if it is only necessary as a source of additional revenue for the applicant.”

As insufficient evidence has been provided by the Applicant, a worse case assumption is that the BESS is an alternative source of income and therefore is not Associated Development. If

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https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/192681/Planning_Act_2008_-_Guidance_on_associated_development_applications_for_major_infrastructure_projects.pdf

the Examining Authority is provided with sufficient evidence to conclude that the BESS is Associated Development, then the guidance requires:

Paragraph 5(iii). *“Pertinent particularly to batteries is the requirement that associated development be proportionate to the nature and scale of the principal development.”*

Paragraph 6 *“It is expected that associated development will, in most cases, be typical of development brought forward alongside the relevant type of principal development or of a kind that is usually necessary to support a particular type of project, for example (where consistent with the core principles above), a grid connection for a commercial power station.”*

It is unclear on the relationship between the generating and storage capability of the project. In particular why this project requires such a large BESS to be collocated with the PV panels, and if actually required, why it is not located remotely on a brownfield site.

It is noted that the dDCO does not limit the upper limit of the storage capacity of the BESS. This is at variance with previous schemes. For example, the Little Crow scheme limited the power of the BESS in that DCO to 90 MW (Appendix 4 – Schedule 1, definition of Works 2A and 2B6). If the Applicant provides sufficient evidence for the Examining Authority to conclude the BESS is Associated Development, then the storage capacity should be limited to ensure it is *“proportionate to the nature and scale of the principal development.”*

7000 Acres propose that the dDCO could limit the BESS in the following ways:

- Power - *“The BESS within the scheme shall not exceed [XXX] MW of power output as calculated by the sum of the stated power output on any included battery cells.”*
- Capacity – *“The BESS within the scheme shall not exceed [XXX] MWh of capacity as calculated by the sum of the stated capacity on any included battery cells.”*
- Use - *“The BESS within the scheme shall only be charged using power generated by the principal development constituted by Schedule 1 Work No. 1.”*
- *The land available for Schedule 1 Work No 2 could be constrained in area and volume.*

7000 Acres has a number of additional concerns regarding the BESS that will be addressed in Written Representations.

Decommissioning

As with other aspects of this application, the Examining Authority (and local residents) are deprived of evidence regarding decommissioning. No general framework for decommissioning is provided, or criteria against which successful decommissioning can be tested. There is no evidence that agricultural land will be returned to its original state. As this application is for 60 years, and not the usual “temporary use” (circa 25 years) normally applied to renewable energy schemes, strict criteria must be established in the dDCO. This comment also applies to elements in Schedule 2 of the dDCO: many aspects are identified where plans must be approved before commencing development or other actions undertaken, e.g. battery safety management, landscape management, biodiversity net gain, all from construction through to decommissioning. The dDCO does not actually set out any minimum standards or requirements for those necessary actions. This leaves the potential for “gaps.” For instance, should the project fail commercially during its operational phase, and slip into disrepair, there becomes a situation where decommissioning could not commence until such time as the Applicant decides to decommission and which triggers 12 months to submit a Decommissioning Environmental Management Plan. Without adequate safeguards, there is a risk that large swathes of land could remain in limbo for an extended period, while it is not in the Applicant’s financial interest to signal decommissioning and commit to the negative cashflow that would arise.

7000 Acres request the Examining Authority to place specific, measurable, achievable, relevant and time limited targets on all elements of the dDCO. In particular, in the event that the authorised development becomes commercially, environmentally or practicably unworkable (as defined by the relevant LPA) then the Undertaker must instigate decommissioning within 6 months. In the event that the Undertaker is in breach of this condition, the landowner or lessor is fully responsible for decommissioning by default.

Noise, Glare and Emission Requirements

7000 Acres request the Examining Authority to consider placing limits on noise, glare and emissions in the dDCO. This is due to the size of this project and the nearby three other solar NSIPs of a similar size. As the individual and cumulative effect of these schemes will be detrimental to residents' physical and mental health, we consider it appropriate to place these limitations on the Applicant.

Signed

James Allan

On behalf of 7000 Acres

A solid black rectangular redaction box covering the signature of James Allan.