



# SUNNICA ENERGY FARM

EN010106

Statement of Common Ground with Say No to Sunnica and  
Newmarket Horsemen

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 Say No to Sunnica and  
Newmarket Horsemen

WITHOUT PREJUDICE

<b>Planning Inspectorate Scheme Reference</b>	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 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 photovoltaic ('PV') 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, (2) Say No to Sunnica and (3) Newmarket Horsemen.
- 1.2.2 Sunnica is a Special Purpose Vehicle (SPV) incorporated in 2013 to construct, operate, and decommission the Sunnica Energy Farm.
- 1.2.3 Say No to Sunnica and Newmarket Horsemen are interested parties to the Examination of the Application.
- 1.2.4 Collectively Sunnica and Say No to Sunnica and Newmarket Horsemen are referred to as 'the parties'.

## 1.3 Terminology

- 1.3.1 In the tables in the Issues chapter of this SoCG:
  - "Agreed" indicates where the issue has been resolved.
  - "Not Agreed" indicates a final position of the parties that is not agreed; and
  - "Under discussion" indicates where these points will be the subject of on-going discussion wherever possible to resolve, or refine, the extent of disagreement between the parties.

## 2 Record of Engagement

- 2.1.1 A summary of engagement between Sunnica and Say No to Sunnica and Newmarket Horsemen in relation to this SOCG is outlined in **Table 1**. The table does not list all engagement and communications between the parties.

**Table 1: Record of Engagement**

Date	Form of engagement	Summary of engagement
04/08/2022	Email from Sunnica	Issue of initial draft (Rev 00) SoCG.
13/08/2022	Email from Say No to Sunnica	Questioning the form of the SoCG.
15/08/2022	Email from Sunnica	Confirming that a revised SoCG will be issued
16/09/2022	Email from Sunnica	Issue of second draft (Rev 01) SoCG that summarises the key points and also a request for a meeting to discuss the matters raised.
07/10/2022	Email from Sunnica	Issue of third draft (Rev 02) SoCG that also includes matters associated with Newmarket Horsemen

Date	Form of engagement	Summary of engagement
25/01/2023	Meeting	Discussion of matters to be included in the SOCG and key points of agreement and disagreement
27/02/2023	Meeting	Discussion of matters to be included in the SOCG and key points of agreement and disagreement

- 2.1.2 It is agreed that this is an accurate record of the key meetings and consultation undertaken between (1) Sunnica (2) Say No to Sunnica and (3) Newmarket Horsemen in relation to the issues addressed in this SoCG as at the date of this revision of the SoCG.



## 3 Issues

### 3.1 Matters Agreed

**Table 2** below details the matters agreed with Say No to Sunnica and Newmarket Horsemen.

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

This SOCG addresses those points that SNTS 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 SNTS 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
DCO	Tree Felling	It is agreed that LPAs will have oversight of final tree loss which will be submitted in the arboriculture report and secured in the CEMP, and that it will be ensured that removal of trees will be confined to those essential for construction, operation, and decommissioning.
Design	Size and Scale	It is agreed that the scheme will have adverse effects on the local landscape.
BESS	Efficiency	It is agreed that AC linked BESS is less efficient than DC linked BESS. However, there are a number of other technical and environmental factors to consider when determining the preferred coupling solution for the BESS, which were considered in the EIA.
Ecology	Veteran Trees	It is agreed that no veteran or ancient trees are to be removed as part of the Scheme and the retention and protection of any unidentified veteran trees is a commitment in the Framework Construction Environmental Management Plan
Environmental Assessment	Ecological mitigation	It is agreed that provided cable works are undertaken (which they must be pursuant to the DCO drafting) in advance of the creation of offsetting habitat that disturbance to Stone Curlew the offsetting areas is unlikely and can be controlled through appropriate wording in the CEMP and pursuant to the DCO Requirements.
Environmental Mitigation	Ecological Clerk of Works	It is agreed that suitably qualified ecologist(s) in accordance with the CEMP (number yet to determined) will fulfil the ECoW role(s)
Environmental Assessment	Ecology and Biodiversity	It is agreed that no requirement for European Species Mitigation Licences has been identified following the removal of the Burwell substation extension. However, should pre-construction surveys identify the need they will be applied for as required and will be subject to the appropriate statutory tests.

Topic	Sub-topic	Details of Agreement
Socio-economics	Modern Slavery	It is agreed that an ethical procurement policy will be prepared as part of the Skills, Supply Chain and Employment Plan and must be in accordance with the terms of the Outline Skills, Supply Chain and Employment Plan and secured by Requirement in the DCO (currently Requirement 20).
Transport	CTMP and TP	It is agreed that updates to the CTMP and TP approved by the LPA and LHA should resolve the risk of repeated breaches, where identified, of said documents.
Landscape and Visual	Limekilns	It is agreed that the Scheme will result in significant effects on the views of people using the Limekilns Gallops during construction, operation and decommissioning and that these effects cannot be mitigated further.
Landscape and Visual	West Site A	It is agreed that the users of PRow 204/5 and visitors to the Limekilns and Waterhall Gallops have a high sensitivity and that the magnitude of impact would be high during construction.
Landscape and Visual	Methodology	Both parties agree that relevant best practice for landscape and visual impact assessment includes: <ul style="list-style-type: none"> <li>Guidelines for Landscape and Visual Assessment 2013, Landscape Institute &amp; Institute of Environmental Management Assessment</li> <li>Technical Guidance Note (TGN) 06/19 Visual Representation of Development Proposals, Landscape Institute</li> <li>TGN 02/21 Assessing landscape value outside national designations, Landscape Institute.</li> </ul> Further that the methodology was consulted upon with relevant local planning authorities for further clarification.
Landscape and Visual	Landscape character areas	Both parties agree the majority of the landscape within the order limits is within a chalkland landscape type, described at the county level as the Rolling Estate Chalklands LCT. However, the order limits also include a sandland landscape type, and a valley meadows and fen landscape type. Landscape types and character areas are mapped and described at a national, regional, and county level.
Landscape and Visual	Landscape character guidance	Both parties agree that development guidance for both the chalkland and sandland types makes no reference to renewable energy infrastructure but does explain that settlement extensions that could be accommodated in visual terms can still have a profound effect on landscape character due to the deeply rural nature of these landscapes
Landscape and Visual	Local Landscape Character Areas (LLCA)	Both parties agree that Local Landscape Character Areas (LLCA) identified in the LVIA where the above ground infrastructure of the Scheme would be located are: <ul style="list-style-type: none"> <li>LLCA 11 (Includes Sunnica East Site A and context)</li> <li>LLCA 13 (Includes Sunnica East Site B and context)</li> <li>LLCA 24 (Includes Sunnica West Site A and context).</li> </ul>
Landscape and Visual	Significant adverse landscape effects at year 1	Both parties agree that the Scheme would result in significant adverse effects on the following LLCAs at Year 1 of operation: <ul style="list-style-type: none"> <li>LLCA 11 (Includes Sunnica East Site A and context)</li> <li>LLCA 13 (Includes Sunnica East Site B and context)</li> <li>LLCA 24 (Includes Sunnica West Site A and context).</li> </ul>
Landscape and Visual	Significant adverse	Both parties agree that the Scheme would result in significant adverse effects on the following LLCAs at Year 15 of operation:



Topic	Sub-topic	Details of Agreement
	landscape effects at year 15	<ul style="list-style-type: none"> <li>• LLCA 13 (Includes Sunnica East Site B and context)</li> <li>• LLCA 24 (Includes Sunnica West Site A and context).</li> </ul>
Heritage	Impact on designated heritage assets	It is agreed which designated heritage assets will be affected by the proposed scheme but disagreed on the degree of harm. All parties to the SOCG agree that harm to designated heritage assets falls within the 'less than substantial' category.
Heritage	Chippenham Park	All parties agree that the impact to Chippenham Park RPG is considered to be "less than substantial" and that the Applicant has mitigated the impacts as far as practicable.
Heritage	Limekilns Gallops	It is agreed that the Limekiln Gallops have heritage interest as part of the Newmarket Horse Racing Industry, but not agreed that the gallops also have heritage interest in their own right.
Heritage	Policy	It is agreed that NPPF and draft NPS require that for harm caused to designated assets great weight should be given to the conservation of the asset concerned, stressing that the more important the asset, the greater the weight should be.
Heritage	Environmental Statement	It is agreed that Chapter 7: Cultural Heritage of the Environmental Statement [APP-039] identifies three significant effects caused by the Scheme, namely Chippenham Registered Park and Garden and the Scheduled Barrows forming part of the Chippenham Bowl Barrow Cemetery.

## 3.2 Matters Under Discussion

**Table 3** below details the matters under discussion with Say No to Sunnica and Newmarket Horsemen.

**Table 3 Matters under Discussion**

Topic	Sub-topic	Details of Agreement
		There are no matters under discussion

### 3.3 Matters Not Agreed

**Table 4** below details the matters not agreed with Say No to Sunnica and Newmarket Horsemen.

**Table 4: Matters not Agreed**

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

Topic	Sub-topic	Details of Disagreement
DCO	Power limit in definition of Works 2A, B and C in Schedule 1	The parties do not agree on whether the Applicant's proposed limit on power of the energy storage system is acceptable or not.
DCO	Requirement – Glint and Glare are not in the requirements	It is not agreed that the LEMP addresses Glint and Glare impacts.
Design	Size and Scale	The parties do not agree that the Scheme would be industrialising the landscape.
ALC	Grade	It is not agreed that ALC grading is based only on the inherent physical characteristics of the land. The availability of Irrigation should be taken into account as set out in the MAFF 1988 Guidelines. The range of cropping, the expected level and consistency of yield must also be taken into account when assessing ALC grades.
Socio-Economic	Agriculture and Soils	It is not agreed what weight should be attributed to food security in the decision making process.
Socio-Economic	Agriculture and Soils	It is not agreed whether or not the Applicant's assessment of the effect of the Scheme on agricultural land is acceptable and in particular whether the Agricultural Land Classification Surveys are acceptable.
Socio-Economic	Agriculture and Soils: Soil organic matter	It is not agreed whether or not there is sufficient existing research to understand the effect of operational solar farms on soil organic matter.
Socio-Economic	Agriculture and Soils	It is not agreed about whether SOM baseline data is needed for an ALC assessment.
Socio-Economic	Agriculture and Soils	It is not agreed whether or not the Applicant has accurately defined the existing baseline for arable land included within the Scheme, specifically in relation to the presence of rare flora species.

Topic	Sub-topic	Details of Disagreement
Ecology	Ornithology	The Parties are not agreed as to whether the effects of the Scheme on farmland birds, including lapwing, skylark and yellow wagtail have been adequately considered.
Ecology	Grassland	The Parties are not agreed as to whether the applicant has provided sufficient details regarding grassland reinstatement or future quality.
Ecology	Flora	The effects of the Scheme on rare arable flora is not agreed between the Parties.
Ecology	Stone curlew	The Parties are not agreed as to whether or not the stone curlew mitigation proposed as part of the scheme is sufficient.
Ecology	Tree Definitions	The Parties are not agreed as to whether the Woodland Trust definitions of ancient and veteran trees are the only definitions that should be used by the Applicant.
BNG	Methodology	The methodology for calculating BNG, specifically how arable field units have been accounted is not agreed between the Parties.
Landscape and Visual	Site selection	The Parties are not agreed as to whether the criteria within the Alternative Site Assessment were sufficient to adequately address landscape and visual matters
Landscape and Visual	Visualisations	The Parties are not agreed as to whether the photomontages adequately support the assessment of landscape and visual impacts.
Landscape and Visual	East Site B	SNTS, Newmarket Horsemen and the Applicant do not agree on the magnitude of the impacts on the landscape at Sunnica East B.
Landscape and Visual	West Site A	The Applicant does not agree that the magnitude of impact on visitors to the Limekilns and Waterhall Gallops would be high during operation nor that users of PRoW 204/5 would experience a medium/high magnitude of impact during operation.
Landscape and Visual	Mitigation	SNTS does not agree that the effect on LLCA 26 (The Limekilns and Gallops) is assessed as not significant (minor adverse) and would be unchanged between Year 1 and Year 15 of operation. SNTS consider the impact to be major adverse.
Landscape and Visual	West Site A	The Parties are not agreed as to whether the users of PRoW 204/5 and visitors to the Limekilns and Waterhall Gallops have a high sensitivity and that the magnitude of impact would be high during operation and maintenance.
Heritage	Isleham Crash Site	The Parties are not agreed as to whether the size of the proposed Isleham crash site exclusion area is sufficient to protect the site from further disturbance.
Heritage	Limekilns Gallops	It is not agreed whether the Limekilns Gallops is a heritage asset in its own right, but it is agreed that the Limekilns Gallops have heritage interests as part of the Newmarket Horse Racing Industry

## 4 Signatures

This Statement of Common Ground is agreed:

**On behalf of Say No To Sunnica:**

Name	[Redacted]
Signature	[Redacted]
Date	9th March 2023

**On behalf of Newmarket Horsemen:**

Name	[Redacted]
Signature	[Redacted]
Date	9/3/23

**On behalf of the Applicant:**

Name: Luke Murray

Signature: [Redacted]

Date: 07 March 2023