

Heckington Fen Solar Park

EN010123

Statement of Common Ground with Triton Knoll OFTO Limited

Applicant: Ecotricity (Heck Fen Solar) Limited

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STATEMENT OF COMMON GROUND

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1. INTRODUCTION

This Statement of Common Ground (SoCG) has been prepared by Ecotricity (Heck Fen Solar) Limited ("the Applicant") in conjunction with Triton Knoll ("TK").

The proposed development comprises the construction, operation (including maintenance), and decommissioning of a ground mounted solar photovoltaic (PV) electricity generation and energy storage facility (hereafter referred to as "the Energy Park"), cable route to, and above and below ground works at, the National Grid Bicker Fen Substation (hereafter referred to as "the Proposed Development" (inclusive of Energy Park)) on land at Six Hundreds Farm, Six Hundreds Drove, East Heckington, Sleaford, Lincolnshire.

In the table (**Matters to be agreed**) below 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 are the subject of on-going discussion wherever possible to resolve, or refine, the extent of disagreement between the parties.

It can be taken that any matters not specifically referred to in this SoCG are not of material interest or relevance and therefore have not been considered further. It is recognised however that engagement between all parties will need to continue due to their joint interest in matters arising from the Proposed Development.

The purpose of the SoCG is to identify the areas where the principal parties do not agree and remain in dispute. This will allow the Examination to focus on the most pertinent issues.

Impacts of the development

The parties agree that, with the exception of the impacts listed below under Matters To Be Agreed, the proposal includes mitigation measures that will reasonably and satisfactorily address all other substantive impacts of the proposal necessary to make the development acceptable in planning terms.

Notwithstanding the fact that mitigation measures to address the impacts listed below are yet to be agreed, it is agreed that these outstanding matters are capable of being addressed through the DCO requirements, Protective Provisions or side agreements to the DCO.

2. MATTERS TO BE AGREED

Reference and Status	Topic	TK’s Position	Applicant’s Position
1. Effects on operations			
1.1. Under Discussion	The offsite cable route crosses the Triton Knoll cable twice – once to the north of the A17, and once to the north of Bicker Fen Substation.	Protective provisions must be included for the benefit of Triton Knoll to ensure that the construction of the offsite cable route does not cause a serious detriment to Triton Knoll’s undertaking, for example through causing damage to the cable.	The Applicant has provided some indicative plans for crossing the cable, and these will be firmed up and subsequently agreed with Triton Knoll as part of the process secured under the Protective Provisions.
1.2. Under Discussion	Access to the cable route and Bicker Fen Substation is required along the Triton Knoll access track, until it reaches Doubletwelves Drove and Bicker Drove.	Triton Knoll must have unfettered access over the Triton Knoll access track for the ongoing maintenance of the Triton Knoll project. This access is required at all times in the event of an emergency and for repairs etc. Triton Knoll could be in breach of their licence obligations if they can’t access the	The Applicant requires access for the construction of the cable route and substation extension (and during operation should a fault occur); accordingly, the Triton Knoll access track is within the Order Limits for the Proposed Development. This access would be utilised by the Applicant’s construction team and those associated with the development - for example

Reference and Status	Topic	TK's Position	Applicant's Position
		site 24/7 and it could provide HSE issues too if there was ever an incident at their onshore substation.	National Grid.
2. Drafting of the dDCO including Protective Provisions			
2.1. Under Discussion	The protective provisions accompanying the dDCO are agreed save for ongoing discussions around compulsory acquisition of rights within the Triton Knoll access track.	<p>The Applicant has sought extensive rights over the existing access track which could cause serious detriment to Triton Knoll's undertaking through the proposed compulsory acquisition of rights over the existing access track.</p> <p>This includes the ability to remove means of access within Class Right 2 and to restrict operations which may obstruct the Applicant in exercising the Class Right 2. If the access were removed or if Triton Knoll were prevented from taking access at any point then this could cause serious detriment to Triton Knoll's undertaking.</p> <p>This also includes the ability to take temporary possession of such plots pursuant to the Class Right 3. If temporary possession were taken at any point (to the exclusion of Triton Knoll's possession) then this could cause serious detriment to Triton Knoll's undertaking.</p> <p>Finally, this includes the ability to</p>	Whilst it is anticipated that compulsory acquisition will not be required and agreement can be reached with Triton Knoll, the Applicant requires the certainty that they can use the Triton Knoll access track. For this reason, the Applicant needs to retain the ability to compulsorily acquire a right to use the track in the event that agreement cannot be reached with Triton Knoll. The Applicant does not consider that such power would have a serious detriment on Triton Knoll's undertaking.

Reference and Status	Topic	TK's Position	Applicant's Position
		permanently override or extinguish private rights pursuant to the Class Right 4. If Triton Knoll's rights were permanently overridden or extinguished then this could cause serious detriment to Triton Knoll's undertaking.	

3. SIGNATORIES

The above SoCG is agreed between Ecotricity (Heck Fen Solar) Limited ("the Applicant") and Triton Knoll, as specified below.

Duly authorised for and on behalf of Ecotricity (Heck Fen Solar) Limited

Duly authorised for and on behalf of Triton Knoll

Name:	
Job Title:	
Date:	
Signature:	

Name:	
Job Title:	
Date:	
Signature:	