

Heckington Fen Solar Park

EN010123

Statement of Common Ground with Black Sluice Internal Drainage Board

Applicant: Ecotricity (Heck Fen Solar) Limited

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Pursuant to: APFP Regulation 5(2)(q)

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January 2024

Track Changes



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 Black Sluice Internal Drainage Board (IDB) ("BSIDB").

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 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.~~

Summary of main issues agreed/not agreed

~~Based on engagement to date, cCommon ground is expected to be agreed on all matters prior to the closure of the Examination.~~

2. MATTERS ~~TO BE~~ AGREED

Reference and Status	Topic	BSIDB's Position	Applicant's Position
1. Agreed	Effects on both IDB and non IDB maintained watercourses.	No further comment.	Carrying out works in the proximity of BSIDB's operational network is covered under the Protective Provisions included in the dDCO, which protect BSIDB's operational network. As part of the process secured under the Protective Provisions, BSIDB will be provided with details of the Applicant's works in proximity to both IDB and non IDB maintained watercourses before these commence and BSIDB will have an opportunity to raise comments as part of the works approval process.
2. Under Discussion Agreed	Adequacy of information in relation to watercourse crossings.	No further comment —at this time.	Commercial discussions are have concluded ongoing between the Applicant and BSIDB to agree an efficient process for the Applicant providing adequate information to BSIDB about the multiple watercourse crossings. In any event, this information will need to be provided prior to any crossing works commencing (as secured under the Protective Provisions).
3. Agreed	The dDCO, including relevant Articles, Requirements and Protective Provisions.	No further comment.	Protective Provisions are included in the current draft dDCO, which are based on standard form of provisions for drainage authorities. Discussions have taken place between the Applicant and BSIDB in respect of the Protective Provisions. The parties have now agreed a set of updated Protective Provisions which will be included within an updated version of the are included in dDCO to be provided at Deadline 2.
4. Agreed	Byelaws under the Land Drainage Act 1991.	No further comment.	Article 6(1)(c) of the dDCO disapplies any byelaws made pursuant to the Land Drainage Act 1991 and Schedule 3 specifies that the dDCO disapplies the Black Sluice Internal Drainage Board Complete Land Drainage Byelaws 1988. The disapplication of the BSIDB byelaws (and inclusion of Article 6(1) and Schedule 3) has been agreed between the parties on the basis that

Reference and Status	Topic	BSIDB's Position	Applicant's Position
			Protective Provisions have been agreed and included for the benefit of BSIDB.
5. Agreed	Relevant other agreements, consents, permits and licences.	No further comment.	All other relevant agreements, consents, permits and licences which the Applicant may require as part of the Proposed Development are included in the Consents and Licences Required under Other Legislation document (doc. ref. 7.5). No other additional consents are anticipated in connection with the Land Drainage Act 1991 and/or BSIDB at this time. However, should such consents be identified during the course of Examination then these will be included within the Consents and Licences Required under Other Legislation document.

3. SIGNATORIES

The above SoCG is agreed between Ecotricity (Heck Fen Solar) Limited ("the Applicant") and Black Sluice Internal Drainage Board, as specified below.

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

Duly authorised for and on behalf of Black Sluice Internal Drainage Board.

Name:	Laura White
Job Title:	Senior Development Manager
Date:	
Signature:	

Name:	
Job Title:	
Date:	
Signature:	