

# Heckington Fen Solar Park

EN010123

## Statement of Common Ground with National Grid Ventures (Viking Link Ltd)

Applicant: Ecotricity (Heck Fen Solar) Limited

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

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February 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 National Grid Viking Link Limited (“NGVL”).

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, common ground is expected to be agreed prior to the closure of the Examination. [However, the Side Agreement recently requested by NGVL has not yet been agreed between the parties.](#)

## 2. MATTERS TO BE AGREED

Reference and Status	Topic	NGVL's Position	Applicant's Position
1. <del>Under discussion</del> <u>Agreed</u>	Effects on and protection of the Viking Link	<p>NGVL currently awaits plans and RAMS that meet its requirements in order to progress the discussions referred to by the Applicant. NGVL will also require the promoter to provide any requested de-rating study information in order to confirm there will be no impact on NGVL's assets.</p> <p><u>The parties are in the late stages of negotiation protective provisions for the benefit of NGVL.</u></p>	<p>Carrying out works in the proximity of NGVL's operational network is to be covered under Protective Provisions included in the dDCO <del>_, which have been included for the benefit of NGVL as part of the final dDCO submitted as part of Deadline 5 (the "Protective Provisions").</del></p> <p><del>The Applicant has requested any specific requirements from NGVL in respect of the protection of their assets. No answer has been received to date.ref. 6.3.4.1 – AS-017).</del></p> <p>The cable from the Energy Park to Bicker Fen Substation will cross Viking Link's cable to the east of the Energy Park site. The exact method for crossing the cable is not yet agreed, but could comprise a drilled solution, as outlined in Appendix 4.1 Cable Crossing Method Statement (doc. <u>Ref. 6.3.4.1 – AS-017</u>).</p> <p><u>Confirmation and agreement with NGVL on the final technical details of the crossing works and, subsequently, the carrying out of these works in the proximity of NGVL's assets will be in accordance with the Protective Provisions (which are yet to be finalised).</u></p>
2. Under discussion	Drafting of the dDCO including Protective Provisions	Given the nature and importance of the Viking Link Interconnector, NGVL requires bespoke Protective Provisions to be included on the face of the dDCO to protect NGVL's assets and apparatus. These <del>bespoke PPs</del>	<del>Protective Provisions for the benefit of electricity undertakers are included in the dDCO, which are based on standard form of provisions.</del>

Reference and Status	Topic	NGVL’s Position	Applicant’s Position
		<p><del>are being prepared and negotiations will be progressed with in due course.</del><u>protective provisions are largely in agreed form, subject to further negotiations regarding the fundamental point highlighted by the Applicant raised on 13/02/2024, and completion of the Side Agreement (see further details below).</u></p> <p><u>This is an important matter for NGVL as its apparatus are of national importance and it must retain discretion as to the protection of the same.</u></p>	<p><del>As the holder of an electricity licence pursuant to the Electricity Act 1989, NGVL benefits from these standard Protective Provisions. However, NGVL has requested additional Protective Provisions in connection with the Proposed Development. The Applicant is awaiting confirmation from NGVL as to its additional requirements. The Applicant has included bespoke protective provisions for NGVL at Part 10, Schedule 13 of the DCO at Deadline 5.</del></p> <p><u>The principle of these bespoke protective provisions are agreed save for one point which has been included in respect of the compulsory acquisition restriction at Paragraph 112 of Schedule 13, Part 10 of the DCO. This requires that any further agreement/deed of consent to be entered into between the parties for the purpose of crossing NGVL's assets (or which is otherwise required) cannot be "unreasonably withheld" by NGVL.</u></p> <p><u>This is important for the Applicant as it needs to ensure that, if its ability to compulsorily acquire rights from NGVL is restricted by way of Paragraph 112, then the Applicant is not prevented from entering into a voluntary agreement for the required land rights to deliver the Proposed Development on unreasonable grounds.</u></p>
<p><u>3. Under discussion</u></p>	<p><u>Drafting of a commercial</u></p>	<p><u>NGVL has recently provided the Applicant with a form of side agreement, alongside the Protective Provisions.</u></p>	<p><u>In addition to the Protective Provisions, on 2 February 2024, NGVL sent the Applicant a form of commercial</u></p>

Reference and Status	Topic	NGVL’s Position	Applicant’s Position
	<p><a href="#">side agreement</a></p>	<p><a href="#">The parties expect to reach agreement on the commercial side agreement shortly, which will serve to protect NGVL’s assets in tandem with the Protective Provisions (one agreed), following which NGVL will withdraw its representation. NGVL considers that both the Side Agreement and the Protective Provisions are required for the adequate protection of its assets.</a></p>	<p><a href="#">side agreement and requested that this also be entered into (the "<b>Side Agreement</b>"). However, the terms of the Side Agreement have not yet been agreed and the Applicant is awaiting confirmation from NGVL on changes proposed by the Applicant to the Side Agreement on 6 February 2024. The Applicant intends to enter into the Side Agreement for the benefit of NGVL once terms can be agreed which are acceptable to both parties. The parties expect to reach agreement on the Side Agreement shortly. In any event, and in the meantime, NGVL has the benefit of all the protections included within the Protective Provisions which have been included as part of the final dDCO submitted as part of Deadline 5 (Part 10, Schedule 13). The Applicant considers that the form of Protective Provisions provide the safeguards for NGVL's apparatus and the continued operation of its statutory undertaking. Therefore, the Applicant's position is that NGVL would not be prejudiced nor suffer any detriment as a result of the dDCO being confirmed.</a></p>

**3. SIGNATORIES**

The above SoCG is agreed between Ecotricity (Heck Fen Solar) Limited (“the Applicant”) and National Grid Viking Link Limited, as specified below.

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

Name:	
Job Title:	
Date:	
Signature:	

Duly authorised for and on  
behalf of National Grid Viking Link Limited

Name:	
Job Title:	
Date:	
Signature:	