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Tween Bridge Solar Farm

9.7 Statement of Common Ground with Doncaster East Internal Drainage Board

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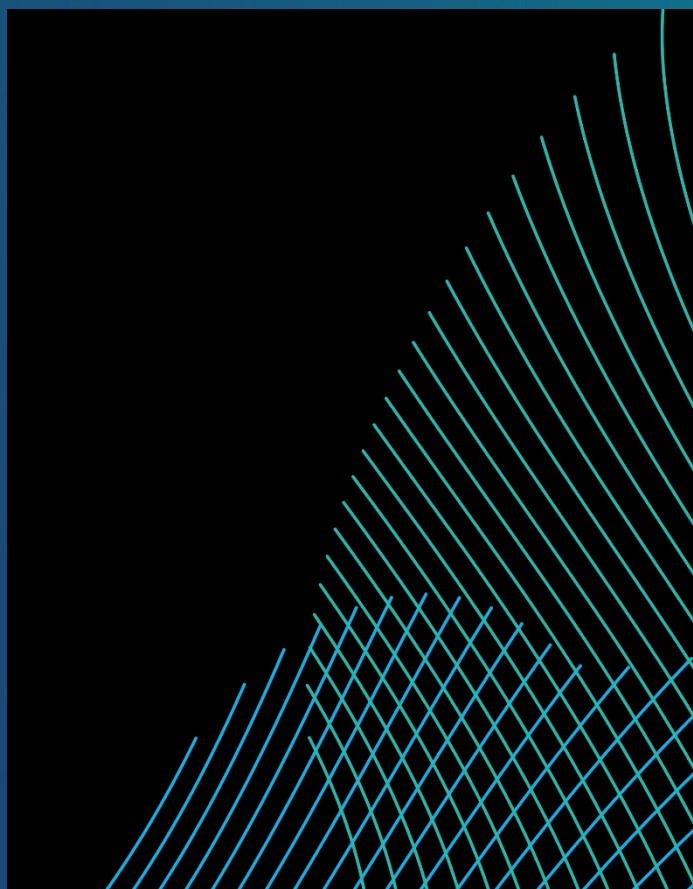


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1 Introduction

1.1. Purpose of this document

1.1.1. This Statement of Common Ground (hereafter referred to as the 'SoCG') has been prepared to support the Examination of the Development Consent Order (DCO) application (the 'DCO Application') for Tween Bridge Solar Farm (the 'Scheme').

1.1.2. The DCO Application is for a Nationally Significant Infrastructure Project (NSIP) for the construction, operation (including maintenance) and decommissioning of a solar photovoltaic (PV) array electricity generating facility, Battery Energy Storage System (BESS) and associated infrastructure which would allow for the generation and export of electricity.

1.1.3. The SoCG is a 'live' document that has been prepared by the Applicant and Doncaster East Internal Drainage Board ('IDB').

1.1.4. The SoCG has been prepared in accordance with the Guidance for examination of DCO applications which was published in 2024 by the Department for Levelling Up, Housing and Communities[1].

1.1.5. This Guidance comments that:

"A statement of common ground is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree, or indeed disagree. A SoCG helps to ensure that the evidence at examination focuses on the material differences between the main parties and therefore makes best use of the lines of questioning pursued by the Examining Authority'.

1.1.6. The aim of this SoCG is to therefore provide a clear position of the progress and agreement made or not yet made between the Applicant and Doncaster East IDB on matters relating to the Scheme. Where matters are yet to be agreed, the parties will continue to proactively work to reach agreement.

1.1.7. The SoCG will be updated as more information becomes available and as a result of ongoing discussions between the Applicant and Doncaster East IDB.

1 Planning Act 2008: Examination stage for Nationally Significant Infrastructure Projects (April 2024)

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1.2. Parties to this Statement of Common Ground

1.2.1. This SoCG has been prepared by (1) the Applicant and (2) Doncaster East IDB.

1.2.2. Internal Drainage Boards (IDBs) are responsible for managing water levels in areas where there is a special need for drainage. Here, they work to reduce flood risk to people and property and manage water levels for agriculture and environmental needs within their district. Doncaster East IDB district covers part of the Site. It is noted that the Isle of Axholme and North Nottinghamshire Water Level Management Board district also covers the Site. When referred to together in this SoCG, the Isle of Axholme and North Nottinghamshire Water Level Management Board and Doncaster East IDB will be referred to as the 'IDBs'. Both IDBs covering the Site are covered by the Water Management Consortium.

1.2.3. Collectively, the Applicant and Doncaster East IDB are referred to as 'the parties'.

1.3. Terminology

1.3.1. Section 3 of this document sets out the relevant matters raised through discussion between the parties. It provides a summary of the position of each party and identifies the status of discussions on each matter:

- "Agreed" indicates where the issue has been resolved between the parties and is not anticipated to be subject to further discussions;
- "Under discussion" indicates where a matter remains in active dialogue between the parties and a final position has not been reached;
- "Not Agreed" indicates where the parties have established a final position that they cannot resolve the matter and will remain a point of difference.

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2 Record of Engagement

2.1. Summary of consultation and engagement

2.1.1. The parties have been engaged in consultation and engagement throughout the development of the Scheme. Table 2-1 shows a summary of the meetings and correspondence that has taken place between the Applicant and Doncaster East IDB in relation to the Scheme. This is limited to engagement which is materially relevant to the contents of this SoCG and does not seek to include every correspondence between the parties (e.g. that which was primarily administrative).

Table 2-1: Record of Engagement

Table 2-1 – Record of Engagement since October 2022		
Date	**Method**	**Purpose / Description**
October 2022	Email Consultation	Initial consultation request sent to both Doncaster East IDB and North Nottinghamshire Water Level Management Board. Site details and proposed development information provided to both IDBs and a request for any specific IDB requirements.
October 2022	Email Consultation	Advice notes and bylaws received from the Water Management Consortium covering both Doncaster East IDB and North Nottinghamshire Water Level Management Board. The Water Management Consortium flagged the below aspects of the development that will likely require IDB consent: - Anything within 9m of the bank top of Board maintained watercourses. - Cable crossings. Culverts within any watercourses within the Board District.
March 2023	Email Consultation	Discussion about required 9m board maintained watercourse easements. Provision of the indicative proposed site layout to the Water Management

		Consortium, highlighting the vast impact of providing 9m watercourse easements. The Water Management Consortium flagged the 9m easement is required for Board maintained watercourses only, noting the distance could possibly be reduced subject to formal consent. The Water Management Consortium noted that consents would be judged on a case by case basis. The Water Management Consortium suggested a MS Teams Meeting to discuss the proposals, which was carried out in June 2023 (see below).
June 2023	MS Teams Meeting	Discussion about the boards flood risk and surface water runoff management. Meeting held with Darren Cowling in his role within the Water Management Consortium covering both Doncaster IDB and Isle of Axholme and North Nottinghamshire Water Level Management Board.
July 2023	Email Consultation	June 2023 MS Teams Meeting notes circulated to Darren Cowling (Planning and Development Control Officer) in his role within the Water Management Consortium covering both Doncaster IDB and Isle of Axholme and North Nottinghamshire Water Level Management Board covering: • 9m IDB maintained watercourse easement requirements and provision of a 5m easement for other watercourses. • Directional drilling requirements for cable crossings • The IDB's preference to use existing crossings where possible, with any new crossings noted to be preferred as a bridge rather than a culvert. • IDB preference for the use of culvert crossings to be considered where a culvert further along is replaced (providing a like for like replacement). The IDBs noted when seeking approval for work, a schedule or work would be beneficial, or the grouping of applications into different elements (such as cable crossings).

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October 2023	Email Consultation	Non statutory consultation comments received from the Water Management Consortium (email comments received from Emily Jackson – Admin Assistant (Planning and Consenting)). Bylaw information provided for Bylaws 3, 10 and 17 (each detailed in Table 3-1 below) The Water Management Consortium note some areas require further consideration and detail as part of the DCO process.
January 2024	Email Consultation	Map of board maintained watercourses requested from the Water Management Consortium and received. Bylaw information provided covering the Water Management Consortium, including information on Planning and Byelaw Policy, Service Crossings, Culverts and Bridges and Buildings, Structures, Planting and Fencing.
October 2025	Email Consultation	Confirmation that the Water Management Consortium do not hold copies of any modelling work of the watercourses. The Water Management Consortium note the Environment Agency (EA) may hold information related to this. It is noted that all available EA flood model data has been requested and reviewed
February 2026	Email Consultation	Consultation request from the Applicant following receipt of Relevant Representation comments to allow detailed discussion.
March 2026	Email Consultation	First draft of the SoCG provided to Doncaster East IDB via email.
April 2026	Email Consultation	Comments on the SoCG provided by Doncaster East IDB to the Applicant.
June 2026	MS Teams Meeting	Meeting to cover SoCG items for both Doncaster East IDB and Isle of Axholme and North Nottinghamshire Water Level Management Board. Discussion on the SoCGs and Protective Provisions. Agreed the primary next step is for both parties to engage in negotiations in respect of the draft Protective Provisions with a view of reaching agreement by the close of examination. Discussions are required with the IDB's solicitor. The Water Management Consortium to chase up a response from the solicitor to various emails from the Applicant.

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		IDB's solicitor to review the proposed Protective Provisions against the IDB's standard requirements.
June 2026	Email correspondence	The Applicant requested comments on the Protective Provisions for drainage authorities in the Draft DCO from the IDBs' solicitor.
July 2026	Email correspondence	The IDBs' solicitor requested a copy of the most recent version of the Protective Provisions for Drainage Authorities which the Applicant then supplied noting that these had not changed since submission of the DCO application.
August 2028	Email correspondence	The Applicant sent copies of the latest version of the SoCG with Doncaster East IDB to Doncaster East IDB's representative and requested comment on the SoCG and the Protective Provisions.
August 2026	Email correspondence	Doncaster East IDB requested the latest version of the Scheme's Order Limits which the Applicant provided.
September 2026	Email correspondence	The Applicant requested an update in respect of Protective Provision comments.
September 2026	Email correspondence	The Applicant requested another update ahead of Deadline 6 in respect of Protective Provision comments.
September 2026	Email correspondence	The Applicant received a holding response from the IDBs' legal representative noting that comments on the Protective Provisions would be sent shortly.
September 2026	Email correspondence	The Applicant received comments on the Protective Provisions on 17 September.
September 2026	Email correspondence	The Applicant responded to the IDBs' legal representative confirming acceptance of certain Protective Provisions amendments and returned comments on outstanding provisions on 17 September.

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3 Current Position

3.1.1. The table below provides a summary of the current position of the Applicant and Doncaster East IDB in relation to specific matters that have been under discussion to date.

3.1.2. Where a matter is not represented in the table, it should be assumed that it is either: (i) agreed between the parties and has not been the subject of detailed discussion; or (ii) not relevant to the discussion between the parties.

3.1.3. As noted above, this is a 'live' document and there are some aspects that are still under discussion between the parties. The intention is to provide a final position in subsequent versions of the SoCG, addressing and identifying where changes have been made and where agreement had been reached between the parties.

Table 3-1: Matters agreed, under discussion and not agreed between the parties

Ref	Topic	Doncaster East IDB Position	Applicant Position	Status
1.	Bylaw Number 3	Byelaw Number 3 states that: No person shall as a result of development (within the meaning of section 55 of the Town and Country Planning Act 1990 as amended ("the 1990 Act")) (whether or not such development is authorised by the 1990 Act or any regulation or order whatsoever or none of them) for any purpose by means of any channel, siphon, pipeline or sluice or by any other means whatsoever introduce any water	In the case of the Scheme, this is considered to primarily relate to any future surface water outfalls into existing watercourses proposed on Site, as detailed in the Outline Surface Water Drainage Strategy (the Outline Surface Water Drainage Strategy has been sent directly to the IDB). As detailed in **ES Volume 2, Chapter 10: Water Resources [REP2-021]** (page 11), the proposed Outline Surface Water Drainage Strategy will ensure there is not an increase in flow to any watercourses, with	Under Discussion

		into any watercourse in the District so as to directly or indirectly increase the flow or volume of water in any watercourse in the District (without the previous consent of the Board)." Consent will only be granted for the increase in flow to a watercourse where the Board is happy that in doing so no demonstrable harm will be caused. It may be the case that appropriate mitigations are required to be put in place to either attenuate flow or to enhance the existing watercourse to ensure no detriment. If this is not possible alternative outfall locations may need to be considered.	SuDS implemented on site to restrict surface water discharges to greenfield runoff rates. Full details of the Surface Water Drainage Strategy are to be provided during detailed design post consent of the **draft DCO [Document Reference 3.1 Revision 6].** No actions are considered necessary at this stage as we note, as detailed in **ES Volume 2, Chapter 10: Water Resources [REP2-021]** (page 13), that there will be "protective provisions included in Schedule 14 of the draft DCO for the drainage authorities" and that "this means that byelaw consents will not be required to be obtained post consent". The Applicant has provided proposed Protective Provisions within the **draft DCO [Document References 3.1 Revision 6]** in Part 3 of Schedule 14 and will continue to engage with Doncaster East IDB to seek to agree to the protective provisions for the IDB's benefit. The Applicant is confident that agreement can be reached on the Protective Provisions before the close of Examination and will provide adequate protection for the IDB so that byelaw consents will not be required. The Applicant considers that Article 9 of the **draft DCO [Document References 3.1 Revision 6]** seeks to disapply the provisions of any byelaws made under Section 66 of the	

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			Land Drainage Act 1991, which would include this byelaw. Therefore, the Protective Provisions will provide sufficient protection to allow for the disapplication. The Applicant is keen to conduct further consultation with Doncaster East IDB to have a detailed discussion with regards to the possible surface water outfalls. The Applicant also welcomes discussion with the IDBs' solicitor to discuss and agree the proposed Protective Provisions. Having reviewed Doncaster East IDB's comments on the Protective Provisions and provided further comments on two outstanding points, the Applicant welcomes further discussion with Doncaster East IDB following Deadline 6 so that the remaining outstanding provisions can be agreed before close of examination.	
2.	Byelaw Number 10	Byelaw Number 10 states that: No person without the previous consent of the Board shall erect any building or structure, whether temporary or permanent, or plant any tree, shrub, willow or other similar growth within nine metres of the landward toe of the bank where there is an embankment or wall or	No action needed. **ES Volume 2, Chapter 10: Water Resources [REP2-021]** and the **ES Appendix 10.1 Flood Risk Assessment [REP5-014 to REP5-017]** clearly note that all board maintained watercourses have a 9m buffer that has been left undeveloped. This item is agreed between the parties.	Agreed

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		within nine metres of the top of the batter where there is no embankment or wall, or where the watercourse is enclosed within nine metres of the enclosing structure. This Byelaw will relate primarily to any above ground installations including buildings (substations), compounds, fencing or planting and their proximity to any Board maintained watercourses.		
3.	Byelaw Number 17	Byelaw number 17 states that: No person shall without the previous consent of the Board - (a) place or affix or cause or permit to be placed or affixed any gas or water main or any pipe or appliance whatsoever or any electrical main or cable or wire in, under or over any watercourse or in, over or through any bank of any watercourse; (b) cut, pare, damage or remove or cause or permit to be cut, pared, damaged or removed any turf forming part of any bank of any watercourse, or dig for or remove or cause or permit to be dug for or removed any stone, gravel, clay, earth, timber or other material whatsoever forming part of any bank of any watercourse or do or cause or permit to be	Following a MS Teams Meeting with the IDBs on 4th June 2026, the IDBs clarified that the IDB's comment that "the Board will require all watercourses to be crossed by means of an appropriate trenchless method at a depth no less than 2 metres PLUS the safe working distance below the hard bed level of all watercourses" applies to Board maintained watercourses only. The IDBs also detailed that where such crossing methods cannot be used, that a robust engineering justification will be required and should be documented on a watercourse-by-watercourse basis. This will be considered at detailed design stage post consent of the DCO. Paragraphs 21 and 22 of the IDB Protective Provisions in the Draft DCO **[Document References 3.1 Revision 9]** indicate that	Under Discussion

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		done anything in, to or upon such bank or any land adjoining such bank of such a nature as to cause damage to or endanger the stability of the bank; (c) make or cut or cause or permit to be made or cut any excavation or any tunnel or any drain, culvert or other passage for water in, into or out of any watercourse or in or through any bank of any watercourse; (d) erect or construct or cause or permit to be erected or constructed any fence, post, pylon, wall, wharf, jetty, pier, quay, bridge, loading stage, piling, groyne, revetment or any other building or structure whatsoever in, over or across any watercourse or in or on any bank thereof; (e) place or fix or cause or permit to be placed or fixed any engine or mechanical contrivance whatsoever in, under or over any watercourse or in, over or on any bank of any watercourse in such a manner or for such length of time as to cause damage to the watercourse or banks thereof or obstruct the flow of water in, into or out of such watercourse. Provided that this Byelaw shall not apply to any temporary work executed in an emergency but a person executing any work	Applicant must construct protective works necessary to safeguard against damage from drainage works or to ensure the efficiency of flood defences. The Applicant does not consider non-compliance with sub-paragraphs (a) and (d) to constitute a breach. The Applicant considers that the Protective Provisions in the Draft DCO **[Document References 3.1 Revision 9] for** Drainage Authorities will provide Doncaster East IDB with adequate protection and will continue to engage with the IDBs to seek to agree to the protective provisions for the benefit of the IDBs prior to the close of Examination and is confident that agreement can be reached. The Applicant notes that paragraphs 21 and 22 of the Protective Provisions for Drainage Authorities in Part 3 of Schedule 14 to the Draft DCO [**Document References 3.1 Revision 9**] are agreed between the parties so welcomes confirmation from the IDBs that this item can now be updated to agreed.	

		so excepted shall, as soon as practicable, inform the Board in writing of the execution and of the circumstances in which it was executed and comply with any reasonable directions the Board may give with regard thereto. The Board will require all watercourses to be crossed by means of an appropriate trenchless method at a depth no less than 2 metres PLUS the safe working distance below the hard bed level of all watercourses (to ODN if EA or IDB maintained). The purpose of this requirement is to allow the IDB to maintain and have the flexibility to improve watercourses in the future due to climate change (works will include deepening & widening of watercourses). Any culverting or other works within the bed of any Board maintained watercourse be they temporary or permanent will require consent. It will usually be assumed that these structures will be temporary measures to accommodate haul roads etc.		

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4.	SoCG and Protective Provisions	It is anticipated that the above requirements would be covered by SoCGs, MOU, and via Protective Provisions within the DCO. This matter should be discussed further and in more detail as the proposed route is refined.	The Applicant considers that the protective provisions within the **draft DCO [Document References 3.1 Revision 9]** will provide Doncaster East IDB with adequate protection and will continue to engage with the IDBs to seek to agree to the protective provisions for the benefit of the IDBs prior to the close of Examination and is confident that agreement can be reached. The Applicant has provided Doncaster East IDB with consultation right on the details of the surface water drainage strategy in requirement 11 of Schedule 2 of the **draft DCO [Document References 3.1 Revision 9].** The Applicant also welcomes discussion with the IDBs' solicitor to discuss and agree the proposed Protective Provisions. It is noted that the IDBs have followed up with their Solicitor to aid the Applicant in receiving a response to their various emails requesting comments on the draft Protective Provisions. Commencing negotiations of the Protective Provisions with a view of reaching agreement remains the key next step. Having reviewed the IDBs' comments on the Protective Provisions and provided further comments on two outstanding points, the Applicant welcomes further discussion with	Under Discussion

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			the IDBs following Deadline 6 so that the remaining outstanding provisions can be agreed before close of examination.	
5.	Culverting/Other Works	Any culverting or other works within the bed of any riparian watercourse within the Board's district or extended area, be they temporary or permanent will also require consent.	The Applicant agrees to provide details of the culverting during the detailed design stage once the **draft DCO [Document References 3.1 Revision 9]** is made. Further discussions will be held with Doncaster East IDB. The Applicant draws attention to paragraph 20(1) and (2) of the Protective Provisions in the **draft DCO [Document References 3.1 Revision 9]** which provide Doncaster East with approval power over plans for the construction of any specified works. The Applicant welcomes discussion with the IDBs' solicitor to discuss and agree the proposed Protective Provisions. It is noted that the IDBs have followed up with their Solicitor to aid the Applicant in receiving a response to their various emails requesting comments on the draft Protective Provisions. Commencing negotiations of the Protective Provisions with a view of reaching agreement remains the key next step. The Applicant notes that paragraph 20 of the Protective Provisions for Drainage Authorities	Under Discussion

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			in Part 3 of Schedule 14 to the Draft DCO [**Document References 3.1 Revision 9**] is agreed between the parties so welcomes confirmation from Doncaster East IDB that this item can now be updated to agreed.	
6.	Consent Requirements	It should be noted that the Board's consent is required irrespective of any permission gained under the Town and Country Planning Act 1990. The Board's consent will only be granted where proposals are not detrimental to the flow or stability of the watercourse/ culvert or the Board's machinery access to the watercourse/ culvert which is required for annual maintenance, periodic improvement and emergency works. The Board would not look to be disapplying these powers unless they have been suitably agreed and covered within the protected provisions embedded within the DCO.	Both parties are in agreement that Protective Provision embedded within the DCO should be agreed to provide suitable protection to the IDBs. As such, this item is agreed between the parties.	Agreed

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4 Signatures

This Statement of Common Ground is agreed upon:

On behalf of Doncaster East Internal Drainage Board Consultee:

Name:

Signature:

Date:

On behalf of the Applicant:

Name:

Signature:

Date:

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