



**Application by Fosse Green Energy Ltd for an order granting development consent for the  
Fosse Green Energy solar farm**

**Deadline 3 –  
Response to Examining Authority’s  
Second Written Question PE.2.05**

prepared by

**North Kesteven District Council**

**(ID [REDACTED])**

**NKDC reference: 23/0325/NSIP**

**Planning Inspectorate reference: EN010154**

**March 20<sup>th</sup> 2026**

**ExQ2 PE.2.05:**

1. The Examining Authority's Second Written Questions includes PE.2.05, which reads as follows:

***Suggested skills and education section 106 (s106) planning obligation***

*Further to the applicant's comments about there being no need for a skills and an education planning obligation, for example in response to ExQ1 GC.1.19 [REP2-029] and in the responses to the submitted LIRs [included in REP2-031], provide a detailed justification for the suggested making of an annual contribution of £50,000 (index linked) per year for the lifetime of the proposed development. In replying to this question, the Councils should explain whether:*

- 1) the suggested planning obligation would meet the conditions for entering into obligations; and*
- 2) the proposed development would be unacceptable in the absence of the obligation sought.*

**Legislative background**

2. In practice, the tests for entering into obligations associated with DCOs are equivalent to those contained in s.122 of the Community Infrastructure Levy Regulations 2010 (as amended) in relation to development applications under the Town and Country Planning Act 1990. Therefore they must be:
  - necessary to make the development acceptable in planning terms;
  - directly related to the development; and
  - fairly and reasonably related in scale and kind to the development
3. It is also noted that the above tests are not dissimilar to those for the imposition of planning conditions, which are set out in paragraph 55 of the NPPF and have a basis in case-law:
  1. necessary;
  2. relevant to planning;
  3. relevant to the development to be permitted;
  4. enforceable;
  5. precise; and
  6. reasonable in all other respects.
4. Planning conditions are equivalent in many respects to the requirements imposed on a DCO.

5. It is noted therefore that both requirements and obligations have to pass a necessity test; be related to the development in hand; and be reasonable in other respects.

### **Policy**

6. The provision of a package of enhancements for employment, skills and supply chain is consistent with the following elements of National Policy Statements and indeed the Central Lincolnshire Local Plan (CLLP).

7. Paragraphs 5.13.11 and 5.13.12 of NPS EN-1 read as follows:

*5.13.11 The Secretary of State should consider any relevant positive provisions the applicant has made or is proposing to make to mitigate impacts (for example through planning obligations) and any legacy benefits that may arise as well as any options for phasing development in relation to the socio-economic impacts.*

*5.13.12 The Secretary of State may wish to include a requirement that specifies the approval by the local authority of an employment and skills plan detailing arrangements to promote local employment and skills development opportunities, including apprenticeships, education, engagement with local schools and colleges and training programmes to be enacted.*

8. The Council considers that, read together, the above paragraphs:

- require the Secretary of State to take into account legacy socio-economic benefits, not just mitigation measures to address significant adverse impacts
- support the imposition of a requirement for a package to promote local employment and skills development.

9. Part of the Vision for Central Lincolnshire set out on page 10 of the CLLP - is:

*Echoing the vision of the Greater Lincolnshire Local Enterprise Partnership, the economy of Central Lincolnshire will be diverse and resilient, and continue to make an effective contribution to the UK economy. The local economy will provide real opportunities for people to live, work, invest and visit.*

*Existing businesses will be encouraged to expand, whilst our agricultural land (much of it high quality) will be protected and associated businesses supported. New businesses in key industries such as agri-food, renewable technologies and the visitor economy will have located here.*

*Skills and education attainment will continue to improve, assisted by the growing reputation of Lincoln's universities and colleges, helping a shift towards a higher skilled, higher paid economic base.*

10. Flowing from the above Vision, one of the objectives set out at 1.5.2 of the CLLP is as follows:

**14. Employment:** *To create and improve access to high quality employment, training and learning opportunities for everyone within the Central Lincolnshire area.*

11. CLLP Policy S28 'Spatial Strategy for Employment' notes that the overall spatial strategy for employment is to 'strengthen the Central Lincolnshire economy offering a wide range of employment opportunities focused mainly in and around the Lincoln urban area and the towns of Gainsborough and Sleaford, with proportionate employment provision further down the Settlement Hierarchy (see Policy S1)'.
12. Under the heading of 'Generating Renewable Energy', the CLLP notes at paragraph 3.3.3 that benefits arising from renewable energy development include:
  - *The renewable energy sector creates jobs in the short and long term, for example, project planning, installation, operation and maintenance; CLLP policy S14 'Renewable Energy' notes that proposals for renewable energy schemes, including ancillary development, 'will be supported where the direct, indirect, individual and cumulative impacts on the following considerations are, or will be made, acceptable'. Continuing, the policy states that 'where significant adverse effects are concluded by the local planning authority following consideration of the above assessment(s), such effects will be weighed against the wider environmental, economic, social and community benefits provided by the proposal'.*

#### **Enhancement or mitigation**

13. NKDC set out its position on whether or not the skills, education and employment package would constitute a mitigation or an enhancement measure in its response to ExQ1 PE.1.07 (pages 47 – 50 of REP2-045). The Council confirmed that it sees the package as an enhancement.
14. It is noted that the Applicant states the following in paragraphs 6.3.219 and 6.3.221 of its Planning Statement (AS-098):

*'6.3.219 Paragraph 5.13.11 requires the Secretary of State to consider relevant positive provisions the applicant has made or is proposing to make to mitigate impacts and any legacy benefits that may arise. Measures to minimise socio-economic impacts will be contained within the **Framework CEMP [EN010154/APP/7.7], Framework CTMP [EN010154/APP/7.18], Framework PRow-MP [EN010154/APP/7.14], Framework Employment, Skills, and Supply Chain Plan [EN010154/APP/7.16], Framework LEMP [EN010154/APP/7.15], Framework OEMP [EN010154/APP/7.8] and Framework DEMP [EN010154/APP/7.9]** and secured by the relevant Requirements set out in Schedule 2 of the **Draft Development Consent Order [EN010154/APP/3.1]**.*

6.3.221 *The purpose of the **Framework Employment, Skills, and Supply Chain Plan [EN010154/APP/7.16]** is to maximise and pro-actively expand the economic benefits for the local community. The document identifies potential opportunities for activities relating to Skills, Supply Chain and Employment which the Applicant could take forward post consent. This is secured under Requirement 19 set out in Schedule 2 of the **Draft Development Consent Order [EN0101/54/APP/3.1]**. It is considered that the **Framework Employment, Skills, and Supply Chain Plan [EN010154/APP/7.16]** meets the requirements of paragraph 5.13.12 of NPS EN-1.'*

15. It is also noted that, in connection with 'legacy' benefits (EN-1 paragraph 5.13.11), the Applicant's Planning Statement states in Appendix B National Accordance Tables (page 359 of AS-098):

*'In terms of legacy benefits, should the Proposed Development be consented, the Applicant will provide a sum of £400/MWac per annum during its operational life, in line with guidance. Whilst this does not form part of the DCO application and does not comprise a benefit in the context of the planning balance, it does comprise a benefit of the Proposed Development to the wider community.'*

16. This indicates that the Applicant may not have considered the potential for legacy benefits in terms of employment, skills and supply chain extending beyond the initial construction phase; although the ExA will already be aware, as acknowledged by the Applicant, that the proposed offer of a Community Benefit Agreement (CBA), whilst welcomed in principle by the Council, cannot be material to or carry any weight in the planning balance.
17. Although the two may not be entirely separate in practice, the Council makes a general distinction between the following:
- a) Initial benefits for employment and skills which may arise from the intensive construction phase
  - b) Longer term, legacy benefits (EN-1, paragraph 5.13.11) which may arise from the development of relevant skills, education and training in related areas – including solar and other renewable technologies, environmental management and sustainability, ecology and biodiversity, modern construction, and sustainable agriculture/agrivoltaics.
18. These two elements are discussed under separate headings below.

**a) Construction Phase**

19. The Framework Employment, Skills and Supply Chain Plan (FESSC, APP-197) - which will be followed up by a more detailed ESSC - goes some way to addressing the first set of potential benefits. However, the Council has some concerns.

20. Firstly, the Council has suggested to the Applicant that the wording of Requirement 19 might be altered to:

- i) refer to a single ESSCP for the whole development, rather than one for each 'part'.

It is understood that there may be operational reasons which mean that more than one ESSPC would be appropriate, and the Council awaits the Applicant's submissions and response on this issue.

- ii) ensure that the detailed ESSC is submitted for approval at an early stage, and not left to shortly before the commencement of the development.

Importantly, if relevant benefits from the construction phase are to be maximised, the plan should be implemented sufficiently in advance of construction to enable local firms, job seekers and training providers to engage and take advantage of this peak period of activity. If not, the benefits to the local community and economy will be reduced.

Therefore it is recommended that Requirement 19 is drafted so that the detailed ESSCP must be submitted and approved within a short period of time following grant of DCO. Once approved, implementation and adherence to the ESSCP could be enforced. In the first instance the Council suggests a period of 12 months following the date of DCO, but is open to discussion with the Applicant on this point, recognising there will be other practical considerations to take into account. But without an early trigger of this kind, there is a risk of the ESSCP not being in place until shortly before construction starts.

- iii) The Council also suggests that a review is undertaken of the FESSCP to ensure that it contains sufficient detail to properly set out what the detailed plan(s) will commit to by way of actions, using existing examples of outline plans from the Springwell and Heckington Fen solar NSIPs as a guide (forming Appendices A and B to this document). It is recommended that the detailed ESSCP(s) include commitments regarding the tender requirements for contractors to fulfil, such as the need to employ a certain number of apprenticeships for instance.

## **b) Legacy benefits**

### Background

21. However, the current proposals do not appear to make provision for developing skills, education and training opportunities over the long term outwith the initial construction phase. As all parties are aware, North Kesteven has been the subject of a number of proposals for solar farms over recent years:

- Heckington Fen – granted DCO 24<sup>th</sup> January 2025

- Springwell – examination closed 8<sup>th</sup> October 2025, decision date anticipated 8<sup>th</sup> April 2026
- Beacon Fen Energy Park – examination closed 23<sup>rd</sup> February 2026, decision anticipated 23<sup>rd</sup> August 2026
- Leoda – pre-application stage, scoping opinion issued 13<sup>th</sup> March 2025

22. The wider benefits of renewable energy generation for the country as a whole arising from these schemes are recognised by the Council. However, there will be adverse effects on the local environment and communities over a significant area – for instance through substantial changes to landscape character and visual impacts; and the withdrawal of best and most versatile agricultural land from farming.
23. As highlighted above, CLLP policy S14 requires that where significant adverse effects are concluded by the local planning authority following the overall assessment of the project, such effects will be weighed against the projects' wider benefits – which include economic, social and community ones. It is inherent that for such benefits to enure and to be able to garner weight in the planning balance, they must be securable through the consenting process.
24. The Council seeks to capture some of the potential long term skills and employment benefits of what is still a relatively new and evolving industry which has been introduced into the district. This is seen as one way in which the adverse effects of these developments can be offset at a more local level. Whilst the Applicant has referred to a possible CBA, this is not something which is secured by the DCO, and its end uses and beneficiaries are unknown – and therefore it cannot be said that this will be used to address the employment and skills opportunities which the Council has identified. As such the offer, whilst welcomed, of a CBA cannot be relied upon at the point of decision to deliver longer term skills, educational and employment benefits mindful of its discretionary status.
25. Therefore the Council seeks commitments from the Applicant which go beyond the initial construction stage and which can be secured at the point of decision rather than via a CBA. This includes a request that a financial commitment is made towards the development of relevant skills, education, training and employment. Without some form of financial commitment, there is concern that no such legacy will result. Therefore the starting point for the Council has been to suggest that a s.106 agreement is entered into.

Precedent and scale of contribution:

26. The sum of £50,000 per annum has been drawn from the s.106 agreement signed by the applicant for the Longfield Solar Farm, which was granted DCO in June 2023. The Council understands that the Longfield scheme is of a similar scale (around 400MW) , at least in terms of its generation capacity, to the Fosse Green Energy proposals.

27. The Council has secured the same level of contribution for this purpose in relation to the following solar DCOs within the district:
- Heckington Fen Solar Farm – granted DCO 24<sup>th</sup> January 2025 – s.106 agreement completed and signed
  - Springwell Solar Farm – examination closed and a decision anticipated by 8<sup>th</sup> April 2026 - s.106 agreement that is completed, signed by the applicant, and currently awaiting signing and sealing by the Council.

28. The s.106 agreements for both of the above developments have been forwarded to the Applicant in accordance with Action Point 10 arising from Issue Specific Hearing 3, however are also appended to this document.

#### Justification

29. The Council draws the attention of the ExA back to the policy in EN-1 paragraphs 5.3.11 and 5.3.12. This requires that in making a decision on this DCO application, the Secretary of state should consider not just provisions to mitigate impacts, but also legacy benefits that may arise. The Applicant and the Council are agreed that the proposals contained in the FESSCP represent enhancements rather than mitigations; and that it is appropriate for Requirement 19 to secure the submission and approval of the ESSCP. It follows that both parties also agree that this requirement – which secures these enhancements - satisfies the relevant tests in relation to necessity, relevance to the development and reasonableness (see paragraph 2 of this document).
30. Taking a similar approach, the Council considers that the Secretary of State should consider the potential legacy benefits which may arise from a longer term view of employment, education and skills. Capturing some of those legacy benefits can potentially offer indirect compensation at a local level for adverse effects experienced by the local community, such as changes to landscape character and visual impacts. It is the Council's view that an annual s.106 financial commitment via a s.106 agreement could deliver such legacy benefits, which is why it has consistently promoted this approach at solar NSIP examinations in its area.
31. However, the precedent s106 Agreements appended to this document are flexibly drafted such that the overall purpose of the contribution is to 'account for' the purpose and expenditure of the contribution over the forthcoming 12 months through the holding of an annual meeting and with responsible bodies nominated for implementing those priorities. To be clear, this can include measures to be implemented and evidenced directly by the Applicant/developer of a broadly equivalent value – for instance bursaries to enable student placements aligning with examples given in paragraph 18(b) above.
32. Without these legacy benefits being secured, in the Council's view there would remain an unresolved tension with paragraph 5.13.11 of EN-1 and CLLP policy S14; the latter insofar as there being significant adverse effects (notwithstanding that the scheme comprises Critical National Priority infrastructure) and a degree of

imbalance across two of the strands of sustainability – social and economic – and more specifically during the operational phase of development. In response to part 2 of question PE.2.05, our position is that this imbalance means that the development would be unacceptable in the absence of further commitments by the Applicant to address the matters raised above. Furthermore the s106 Agreements completed (or pending completion) elsewhere, and as appended to this document, also suggests that the applicants in those cases were equally satisfied that such commitments met the statutory tests and were necessary to make those developments acceptable.

33. In a similar way to which Requirement 19 (securing enhancements through the ESSCP for the construction period) satisfies the relevant tests for conditions, the Council also considers that a s.106 commitment to fund or account for the longer term legacy benefits can satisfy the relevant tests for necessity, relevance to planning, and relevance to the development to be permitted. As above, our view is that our approach is supported by national and local policy.
34. That said, if a different mechanism can be offered which would secure the same legacy benefits, the Council will be flexible in considering such an alternative. The Council has had some discussion with the Applicant on this point, and can make the following suggestions.
35. Firstly, the FESSCP does not currently look further forward to propose any measures related to the operational phase (including the busier mid-point when there will be wholesale panel replacement), nor the decommissioning phase. It is recommended that the plan is reviewed and additional measures and commitments made which will address this longer time frame.
36. Secondly, without some commitment to financial expenditure, the Council is concerned that delivery will be minimal or non-existent. It is suggested that the FESSCP includes commitments to fund measures, which could include sponsoring apprenticeships, providing bursaries or other financial contributions towards other training courses and qualifications. As mentioned above, this could cover employment and skills opportunities related to solar and other renewable technologies, modern construction, and sustainable agriculture and as necessary can be developed and implemented directly by the Applicant/developer subject to an annual panel meeting (consistent with the Heckington Fen and Springwell solar schemes) in lieu of making a direct financial payment.
37. The Council would be seeking commitments to a similar financial amount as suggested in the request for a s.106 contribution, i.e. measures equivalent to a £50,000 value per year, index linked. It is suggested that as this is intended to deal with the longer term operational and decommissioning phases, it might apply from say year 5 following commencement.

### **Final comments**

38. The Proposed Development is promoted as a long term but temporary project. The Council considers that both short term construction and longer term legacy benefits should be secured in relation to employment and skills as a contribution

to the community of North Kesteven who will most immediately experience the adverse effects of the development. This delivery will depend on a commitment to invest in these matters. In other words, the ESSCP(s) will be reliant on funding to be effective in practice; and without a financial commitment of some sort towards these benefits, then little weight can be given to them in the planning balance. As above we identify a tension with part of EN-1 and CLLP policy S14 and, at present, an imbalance across the social and economic strands of sustainable development which the Council considers weighs against the proposal notwithstanding its CNP infrastructure status.

39. A financial commitment to the value of £50,000 per year (index linked) would, in the view of the Council, satisfy the tests for contributions in the context of the relevant NPS and the circumstances of this development. The Council favours the use of a s.106 contribution, for which it has precedents at Springwell and Heckington Fen. However, the Council is prepared to consider how an equivalent commitment might be made through revisions to Requirement 19 and improvements to the Framework Employment, Skills and Supply Chain Plan.

## **APPENDIX A:**

# **Springwell Solar Farm Outline Employment, Skills and Supply Chain Plan**

# Springwell Solar Farm

## Outline Employment, Skills and Supply Chain Plan

EN010149/APP/7.20  
November 2024  
Springwell Energyfarm Ltd

APFP Regulation 5(2)(q)  
Planning Act 2008  
Infrastructure Planning  
(Applications: Prescribed Forms  
and Procedure) Regulations 2009



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# 1. Introduction

## 1.1. The Purpose of the Outline Employment, Skills and Supply Chain Plan

1.1.1. This Outline Employment, Skills and Supply Chain Plan (hereinafter referred to as the Outline Plan) describes how Springwell Energyfarm Ltd (the Applicant) would promote the delivery of economic benefits generated by the development of Springwell Solar Farm (Proposed Development) to people and businesses across Greater Lincolnshire. A full description of the Proposed Development, as well as details of how it would be constructed, operated, maintained and decommissioned is provided in **ES Chapter 3: Project Description [EN010149/APP/6.1]**.

1.1.2. The economic benefits that the Proposed Development could generate are:

- Access to employment, upskilling and re-skilling opportunities for people; and
- Enhanced business growth and productivity and potential to increase capabilities and specialisms in green construction and manufacturing.

1.1.3. The Outline Plan sets out:

- A summary of the socio-economic baseline analysis and local policy context that has informed the Outline Plan, full details of which are set out in **ES Volume 1, Chapter 13: Population [EN010149/APP/6.1]**;
- The underpinning conditions required to successfully promote economic benefits;
- A set of core objectives, which would form the basis for marshalling collective action by the Applicant, its Tier 1 contractors and regional stakeholders with a role in promoting access to employment, workforce development and business prosperity;
- Key stakeholders that the Applicant would seek to collaborate with to successfully promote opportunities and translate these into employment, skills and business benefits;
- A suite of actions, which the Applicant would drive forward, in collaboration with partner stakeholders; and
- How the Applicant would engage with stakeholders to produce a final Employment, Skills and Supply Chain Plan if the Development Consent Order (DCO) is granted and deliver and monitor the activities set out within the Plan.

- 1.1.4. As referenced above, this Outline Plan would be developed into a final Plan in consultation with stakeholders engaged in access to employment, skills and business representation both within North Kesteven and Lincoln Districts and more widely across the Greater Lincolnshire Region. The final Plan would be a more detailed articulation of the content of this Outline Plan and would be secured through the Development Consent Order (DCO).
- 1.1.5. Most of the potential economic benefits from the Proposed Development would arise during the four-year construction phase. Those that would arise through the operational phase would be more limited, but they would still provide opportunities for Greater Lincolnshire's people and businesses. This Outline Plan focuses, in the main, on promoting the potential benefits that would arise during construction. However, the final Plan would incorporate activities relating to both the construction and operational phases.
- 1.2. **The Socio-economic Baseline and Economic Policy Context**
  - 1.2.1. The focus and proposed actions set out within this Outline Plan have been shaped in response to initial estimates of the construction workforce required and the Construction Labour Market Areas; a socio-economic and population baseline analysis and a review of the economic policy drivers and priorities for the Region and North Kesteven and Lincoln Districts. These are set out in full in **ES Volume 1, Chapter 13: Population [EN010149/APP/6.1]** and summarised below.
- 1.3. **Construction Workforce and Labour Market Area**
  - 1.3.1. The number of direct construction jobs anticipated to be created during the construction phase has been estimated by the Applicant, based on professional judgement and experience of the delivery of solar projects throughout the UK.
  - 1.3.2. The total number of construction staff required has not yet been precisely defined. However, it is estimated that during the construction phase, a (gross) peak of approximately 650 workers may be on site at any one time, or an average of 400 over the four-year construction period. The employment supported would be in a range of different positions and skillsets across civil construction sectors, electrical and mechanical skills including specialised solar installation professionals and some non-construction and supporting roles such as security, process and administrative and transportation roles. Employment would also be in a range of tenures depending on the work package/contract and contractor at each phase of construction.

- 1.3.3. It is anticipated that the Proposed Development would draw its construction workforce from a substantial Construction Labour Market Area (CLMA) of within 50 miles.
- 1.3.4. It is noted that workers are not spread evenly over this area and there is a greater propensity for workers to live closer to work within the CLMA. This is an important consideration for guiding the focus of the Skills, Supply Chain and Employment Plan, so that it effectively advances potential for local employment and skills development. The assessment of the geographical construction workforce draw concludes that an area of approximately 10 miles would be an appropriate primary target area for proactive activities delivered through the Plan, covering an estimated 36% of the construction workforce. The 10-mile area includes North Kesteven and Lincoln District areas and has been determined as the CLMA Focus Area within the socio-economic analysis.
- 1.3.5. Importantly, the Applicant is aware that the Proposed Development is one of 10 solar farms proposed across Greater Lincolnshire together with a wider pipeline of green industry and other major infrastructure projects. These projects will, collectively, impose a significant demand upon available construction labour; a challenge which would need to be addressed at the Regional level.

#### 1.4. Socio-economic Baseline and Population - Jobs, Labour Market and Sectors

- 1.4.1. The Construction Labour Market Area (CLMA) has a residential population of over 340,000 people engaged in construction employment (ONS, 2021), and hosts 236,300 construction (employee) jobs (BRES, 2023).
- 1.4.2. The more local area – the ‘CLMA Focus Area’ (North Kesteven and Lincoln) – has a residential population of nearly 9,000 people engaged in construction employment (ONS, 2021) and hosts 7,700 construction (employee) jobs (BRES, 2023).
- 1.4.3. In both cases this represents a higher than national average concentration of construction employment. Manufacturing sector employment is also substantially concentrated here – with ‘manufacture of general purpose machinery’ representing twice the national average concentration.
- 1.4.4. According to UK Business Counts, there were approximately 7,500 and 280,000 active businesses within the CLMA Focus Area and the CLMA in 2023 respectively, with construction firms accounting for 18% and 15% of all businesses respectively (above the national average of 13%). Construction sector Gross Value Added (GVA) in the CLMA is estimated at over £16bn per year.

## 1.5. Key Economic Activity, Employment and Labour Market Characteristics

- 1.5.1. Unemployment is slightly lower in the CLMA areas than the national average, but higher than in Lincolnshire.
- 1.5.2. Economic inactivity is dominated by retirement, although the CLMA Focus Area has a higher proportion of students (as a reason for economic inactivity) than national averages.
- 1.5.3. There are currently over 300 unemployed people claiming Jobseekers Allowance in the Focus Area, and a total of over 11,000 in the CLMA. In terms of sought occupation, up to 44% of claimants are seeking occupations that the construction sector may be able to accommodate (e.g. process, elementary and selected skilled trades).

## 1.6. Skills and Qualifications

- 1.6.1. Approximately 28% of residents above the age of 16 within the CLMA Focus Area and CLMA have higher or further education qualifications (slightly higher than Lincolnshire and lower than national levels). The proportion with no qualifications is around the same in the CLMA and CLMA Focus Area as the national average, but still represents around 31,000 and 1.4m people respectively at each scale.
- 1.6.2. According to education statistics collected by the English government, North Kesteven currently outperforms the national average of apprenticeship starts per 16-24, with this particularly being the case for advanced-level apprenticeships, while North Kesteven also outperforms apprenticeship starts for intermediate-level apprenticeships. In comparison, Lincoln is currently underperforming with regards to apprenticeship starts, as well as apprenticeship achievements.
- 1.6.3. Around 11% of residents are employed in 'skilled trades' occupations in the CLMA Focus Area (around 11,000) and CLMA (around 423,000), and there is a higher than national average concentration of residents with lower skills – around 29,000 and 1.1m residents respectively.

## 1.7. Socio-economic Deprivation

- 1.7.1. **Figure 13.4** and **Figure 13.5** presented in **ES Volume 2 [EN010149/APP/6.2]** identify areas within the top 10%, 20% and 30% of deprivation indicators as reported by the English Indices of Deprivation (2019) across Lincolnshire for all domains, and specifically for the Education, Skills and Training domain.

1.7.2. This identifies prevailing coastal deprivation, and urban deprivation in Lincoln, Boston and also close to the site within North Kesteven around Sleaford and Ruskington.

## 1.8. Economic Policy and Priorities

1.8.1. The overarching aim of Greater Lincolnshire's regional and local economic policy is to create a place where people want to live, work and visit and business want to invest. The key priorities that this Outline Plan is able to specifically support at both the Greater Lincolnshire Region and local level are set out below:

- The growth of Lincolnshire's businesses, particularly engineering and manufacturing supply chains, to enhance performance and adaptability to challenging economic circumstances and help to establish Greater Lincolnshire as the destination of choice for engineering;
- Driving up innovation and productivity, particularly innovation in priority regional sector clusters, which include one of its strongest sectors, 'power engineering' and low carbon to raise investment in Greater Lincolnshire;
- Working up opportunities to develop the Green Economy, through university links;
- Supporting the development of North Kesteven as a creative hub by 2030, reflecting strength in the knowledge and the green economy sectors;
- Increasing higher level skilled jobs within the renewable energy sector and supporting upskilling and retraining people for jobs now and in the future, including apprenticeships, to make sure the labour market can accommodate the demand for higher-skills;
- Increasing employment rates;
- Supporting businesses to prioritise workforce development and training;
- Creating and improving access to high quality employment, training and learning opportunities that enables all residents to reach their full potential in the labour market and address barriers in sector-related skills and employment provision. This ranges from employability and basic skills like numeracy and literacy to supporting and improving readiness for work through to higher level skills provision;
- Informing people about the career opportunities available regionally and locally to address misconception of, and subsequent poor workforce retention within, the key sectors; and
- Providing opportunities for young people, in particular, to attain good quality jobs and careers in Greater Lincolnshire and retain them within the Region as a key component of an economy characterised by innovation, growth and prosperity.

## 1.9. Underpinning Conditions Required to Successfully Promote Economic Benefits for People and Businesses

1.9.1. The Applicant is committed to supporting the creation of the underlying conditions set out below. These are prerequisites for delivering economic benefits for Greater Lincolnshire's people and businesses arising from the Proposed Development. They also underpin the ability of the wider Region's pipeline of green energy and other major infrastructure projects, to gain timely access to the construction and manufacturing workforce and skills they need, as far as possible from within the Region rather than drawing upon wider geographies. The key conditions are:

- A structure and processes for collaboration between green energy developers and other major infrastructure projects. This would enable the definition of collective, contemporary and projected workforce and skills needs, and articulation of these clearly to shape education and skills curricula;
- The presence of a mature education, skills development and business growth support infrastructure with capability to flex and respond to contemporary employer need;
- The willingness and commitment of infrastructure developers to collaborate, regularly and practically, to take forward collective actions to attract the workforce they need;
- The engagement of relevant agencies from across the public, private, charitable/voluntary and community sector. This is necessary to successfully reach into communities with high levels of deprivation and low social mobility, It is also necessary in order to harness their knowledge of the barriers to engaging in the labour market and what works, locally, to address them; and
- A focus on Diversity, Equity and Inclusion, creating opportunities for everyone to access opportunities.

## 1.10. Objectives

1.10.1. The objectives of the Plan are to:

- Promote opportunities for people who are employed, unemployed and economically active and young people who are Not in Education, Employment or Training (NEET) to access employment and skills development opportunities;
- Create opportunities for businesses to tender for work and join the supply chain of the Proposed Development;
- Clearly define the workforce, skills and supply chain requirements of the Proposed Development and articulate these in a clear and timely way to

regional stakeholders involved in supporting education, access to employment, skills development and business engagement;

- Harness the motivational potential of the Proposed Development to inspire the next generation of talent, particularly, to confidently invest in a career and future in Lincolnshire, benefitting all employers;
- Contribute to a Regional evidence base to support the planning and delivery of education and skills curricula and training capable of delivering the workforce and skills needed across the Region, at the right time, to support the business competitiveness of all energy and construction projects.

## 1.11. Collaboration

- 1.11.1. The prosperity of the renewable energy sector, local communities and businesses is increasingly dependent upon inter-agency and cross-company collaborations.
- 1.11.2. In relation to collaboration with other developers, the Applicant would welcome an opportunity for an early discussion with the host Authorities, to identify any existing structures that could provide vehicles for this collaboration or to discuss how the Applicant could work alongside other stakeholders to achieve this. The Applicant considers that much could be gained from establishing a structure that would bring together solar energy developers across the Region and commits to playing an active role in such a collaboration.
- 1.11.3. The section below relates, chiefly, to relationships and associated roles that will be required to deliver benefits from the Proposed Development, but it is suggested that the same agencies would have a role to play in achieving the Regional co-ordination required.
- 1.11.4. It is important to note that the Applicant and the Tier 1 Contractors would work in tandem to identify and open up opportunities. However, the Applicant and Tier 1 Contractors would be dependent upon close collaborative working with local stakeholders and organisations across Lincolnshire to translate these opportunities into jobs, skills, and contracts for local people and businesses.
- 1.11.5. The list of core partners that the Applicant and Prime Contractors would seek to work with and examples of their roles in promoting and achieving benefits for people and business, is set out below. The detailed definition of which stakeholders the Applicant would work with and how would be the subject of further discussion with the Host Authorities if the DCO is granted.

## 1.12. Regional and Local Government

### 1.12.1. Lincolnshire County Council and North Kesteven (and other) District Councils

- Connect the Applicant and Tier 1 Contractors with networks, business clusters and infrastructure designed to achieve collaboration on addressing regional workforce, skills and supply chain needs;
- secure resource to provide additional or different training to address workforce demand;
- provide intelligence on accessing communities generally and targeting communities that have disproportionate levels of multiple deprivation and low social mobility; and
- support access into Greater Lincolnshire's schools and Adult and Community Learning provision, to support the deployment of contractors engaged on the Proposed Development to inspire young and older people to consider and pursue careers in solar and other green energy sectors.

## 1.13. Other Public Sector Organisations

- Department for Work and Pensions/Jobcentre Plus Regional Partnership Manager and Sleaford and other local Jobcentres
  - promote employment opportunities to local job seekers and support the development of job readiness support, including sector-focused initiatives e.g. Bootcamps; and
  - provide job entrants on the Proposed Development with access to in-work support if required, to help candidates to sustain work.
- Greater Lincolnshire Colleges – a federation of the nine Greater Lincolnshire Further Education Colleges.
  - Identify candidates from the college learner base as potential candidates for employment or upskilling opportunities;
  - provide insight into skills gaps and deliver training to equip students with the knowledge and skills to gain and sustain work and skills development; and
  - enable the roll out of 'Destination Renewables', designed to raise young peoples' awareness of opportunities within the renewable energy sector and create connections with employers to enable them to pursue careers within the sector (Destination Renewables is described in greater detail below).
- The Lincolnshire Institute of Technology and its education partners (the University of Lincoln, University Campus - North Lincolnshire, University

Centre Grimsby, Boston College, Grantham College and University Centre, Lincoln and Riseholme Colleges)

- provide access to job seekers and existing relevant skills provision;
- engage in technical knowledge transfer and encourage innovation regarding solar and other renewable energy development and storage; and
- explore the development of new, customised solar sector-specific provision in collaboration with other solar and clean energy developers.

#### 1.14. Business Representative Groups

- The Construction Industry Training Board (CITB) and the Civil Engineering Contractors Association (CECA)
  - support alignment of final Plan actions with the CITB National Skills Academy for Construction; and
  - collaborate on organising and delivering market warming events to signpost potential contracting opportunities to businesses and support their readiness to tender.
- The Lincolnshire Chamber of Commerce & Industry (incorporating the previous local Chambers of Boston, Sleaford and Gainsborough) and the Federation of Small Businesses.
  - support the creation of connections with businesses with goods and services that match the supply chain needs of the Proposed Development; and
  - partner in the design and delivery of local business market warming events.

1.14.1. We envisage that all stakeholders would be involved in raising awareness across communities and business of the employment, skills and supply chain requirements of the Proposed Development; particularly skills gaps identified.

1.14.2. At the time of submission of the DCO application, the Applicant is in the process of engaging with the stakeholders listed above to ensure that the actions proposed within the Outline Plan are relevant to contemporary economic opportunities and challenges and chime with local policy priorities. The Applicant has had discussions with the Department for Work and Pensions and Jobcentre Plus at Regional level, the Federation of Small Businesses and the CITB. A discussion is scheduled with the Institute of Technology and its constituent education partners, which include Boston and Lincoln Colleges and the University of Lincoln. The Applicant is in the process of engaging with the Lincolnshire Chamber of Commerce and Industry and will be carrying out further engagement with

the host local authorities. On the basis of discussions held to date, the Applicant is confident that it will be possible to build effective practical relationships with all stakeholders listed to support the actions set out within this Outline Plan.

## 1.15. Employment, Skills and Supply Chain Working Group

- 1.15.1. The Applicant would set up a clear structure for working with partners to deliver benefits arising from the Proposed Development and also to act as a focal point for embedding the Proposed Development within relevant structures and networks across the wider region, particularly those that connect into planning for employment and skills across Greater Lincolnshire.
- 1.15.2. To this end, an Employment, Skills and Supply Chain Plan Working Group (hereby referred to as the 'Working Group') would be formed. The initial task for the Group would be to galvanise, at an early stage, the collaborations required to develop the full Plan and endeavour to ensure that the right partners are in place to deliver a suite of actions to benefit people and businesses.
- 1.15.3. The content of the final Plan would be a more detailed articulation of the principles and suggested actions set out in this Outline Plan. The final Plan would be approved by North Kesteven District Council as a requirement of the Development Consent Order. It is understood that the final Plan would require approval prior to commencement of construction.
- 1.15.4. It is envisaged that Lincolnshire County Council and North Kesteven District Council would be at the core of the Working Group. Other stakeholders would include at least some, if not all, of the organisations and networks set out above. Membership of the Group and terms of reference would be agreed with the host Authorities.
- 1.15.5. The Working Group would provide oversight on the delivery of the final Plan. It would also oversee systems for monitoring and recording economic benefits arising from the Proposed Development. It would also engage in evaluating progress and integrating lessons learned into the development and delivery of the final Plan over time, so that delivery properly reflects any changes in contemporary local economic baseline conditions. Importantly, it would support North Kesteven District Council to ensure that the conditions for delivering economic benefits from the Proposed Development, as articulated within the DCO, are appropriately discharged.
- 1.15.6. Upon approval of the final Plan, the Applicant and the Working Group would work in partnership to ensure that opportunities for employment, up-skilling and re-skilling and engaging businesses in the supply chain are defined and promoted at the earliest possible time.

## 2. Proposed Activities

### 2.1. Introduction

- 2.1.1. The Plan would support project activity across three core themes. The three core themes are as follows:
- Theme 1- Information and Collaboration;
  - Theme 2- Access to Construction Employment, Up-skilling and Re-skilling; and
  - Theme 3- Opening up the Supply Chain.
- 2.1.2. It is considered that these, collectively, would be required to effectively promote opportunities for local people and businesses arising from the Proposed Development.
- 2.1.3. The following activities focus upon opportunities that would arise as part of the construction phase, given that this is when the greatest number and range of opportunities will be generated.
- 2.1.4. There is not yet a delivery model to guide local access to opportunities in relation to solar developments. However, in order to maximise the potential success of the Proposed Development to deliver a legacy of positive impacts by adopting tried and tested approaches, this Outline Plan reflects all of the core elements of the Construction Industry Training Board's National Skills Academy for Construction (NSAfC). The primary purposes of the NSAfC are to encourage new entrants into the construction industry and drive up construction skills.

### 2.2. Theme 1 Information and Collaboration

- 2.2.1. As set out above, the Applicant is committed to working with Lincolnshire County Council, North Kesteven District Council and a range of other relevant regional and local stakeholders to deliver socio-economic benefits for communities and business. Importantly, the Applicant would work with education and skills providers, individual businesses and business representative agencies to drive up the availability of local talent pools to meet contemporary industry needs, with a particular focus on renewable energy, but also across the construction and manufacturing sectors. The Applicant would:
- Provide regular and timely insights into the workforce and skills requirements of the Proposed Development. Combined with parallel data collected in relation to the other, approximately 30, pipeline NSIPs within the Region, a Regional 'skills prospectus' could be developed, which would inform the planning and delivery of education and skills curricula pertinent to workforce and skills needs across the Region. This would

support sustainable business and workforce planning across all energy and major construction projects. The Working Group would be an important conduit for regularly sharing contemporary data on workforce and skills needs of the Proposed Development during both the construction and operational phases.

- Participate in relevant forums, established to co-ordinate workforce and skills development across Greater Lincolnshire.
- Attend job fairs, careers days in schools and colleges, and other jobs and careers awareness-raising events, promoting the opportunities for jobs and careers in solar and other renewable energy.
- Collaborate with the developers of other NSIPs across Greater Lincolnshire to share and transfer knowledge and insights into effective approaches that deliver economic benefits for people and communities and coordinate activities to support workforce development and transfer.
- Collaborate with the University of Lincoln's Sustainable Energy and Power Research Group and the Lincolnshire Institute of Technology to transfer knowledge and encourage innovation regarding solar and other renewable energy development and storage.
- Provide knowledge, experience and advice to test the feasibility, and enable the roll out, of Destination Renewables in North Kesteven and, potentially, more widely. Destination Renewables is an award-winning alternative to the Welsh Baccalaureate, developed through a collaboration between DP Energy, Pembrokeshire College and EDF Renewables, supported and welcomed by the Welsh Government. It is built upon a strong collaboration of organisations within and beyond the energy sector, working with education providers, to address talent and skills gaps, to support the creation of renewable energy and progress to net zero targets. It provides a comprehensive introduction for young people, aged 16 - 18, to the opportunities that a career in renewable energy can open up for them. This has potential not only to benefit learners and influence decisions on future careers, but also provide a practical mechanism to marshal and embed joint working between significant infrastructure providers and other developers.

## 2.3. Theme 2: Access to Construction Employment, Up-skilling and Re-skilling

### 2.3.1. The Applicant would:

- Engage with Tier 1 contractors to define construction roles and volumes required across the different development phases. More detail on the likely roles is set out in **ES Volume 1, Chapter 13: Population [EN010149/APP/6.1]**; This would be shared with employment brokers and education and skills providers. Working Group members would be requested to support recruitment by distributing the information across

elements of their network that engage regularly with the communities that the host authorities and the Applicant agree should be targeted for active skills and employment interventions (see targeting below).

- Establish a practical system of outreach and jobs brokerage. A communications campaign would be delivered to raise awareness on jobs and skills opportunities, using appropriate local networks and communications media. Contractors would be required to connect with employment brokers. The Applicant would very much welcome a close collaboration with the Department for Work and Pensions/Jobcentre Plus in this respect, but it is hoped that this would extend to other organisations as advised by the Working Group and would include local authority employment hubs, voluntary and community sector/charitable organisations that connect with target communities and the employment engagement divisions of relevant schools, colleges and skills providers.
- Create access to a suite of skills and work opportunities. The precise mix of opportunities would be, primarily, led by the workforce needs of the Proposed Development. These could include work experience placements, entry level jobs and joint Apprenticeships across industry partners. Training and upskilling opportunities would be provided and could extend to employability support like interview training and CV support for those wishing to access entry level jobs. In order to avoid duplication and build on what works, existing access to jobs and skills provision would be used where possible. However, the Applicant and contractors would share with regional stakeholders, knowledge and experiences of effective approaches that have been successful in other areas and how local and regional provision could be enhanced to meet business need. The Working Group would play a crucial role in supporting the connection of people to the opportunities.
- Open up access to wider employment and skills opportunities within Applicant organisations, including Apprenticeships and Graduate Entry.

2.3.2. The Applicant and North Kesteven District Council could agree targeting parameters for proactive recruitment drives and skills delivery. This may include the following priorities, commencing with the primary target group:

- Residents within the CLMA Focus Area; particularly neighbourhoods within areas that exhibit the highest levels of deprivation (especially the Education, Skills and Training domain). This would include areas within North Kesteven around Sleaford and Ruskington.
- Residents from across Lincolnshire within areas that exhibit high levels of deprivation and low social mobility, including areas with the top 10%, 20% and 30% of deprivation indicators, which highlight prevailing coastal deprivation and urban deprivation in Lincoln, Boston and also close to the site within North Kesteven, around Sleaford and Ruskington.
- Residents from across Lincolnshire.

2.3.3. As stated above, the Applicant would welcome opportunities to collaborate with other businesses, particularly the solar energy developments within adjacent geographies, on the above recruitment and skills development actions.

## 2.4. Theme 3: Opening Up the Supply Chain

2.4.1. Projects involving the installation of solar photovoltaic infrastructure require a high level of specialism in terms of expertise and equipment across the supply chain. However, the wide range of materials and services required across the construction programme as a whole create opportunities not only for solar specialists, but also more generic suppliers. The Applicant would:

- Define and promote supply chain opportunities: On appointment, contractors would define supply chain needs across the different work phases. The Applicant and its contractors would engage with business representative agencies to share insights into the requirements of suppliers.
- Offer an online platform for businesses to view opportunities and register interest in tendering for work on the Proposed Development. The Applicant and the Host Authorities would agree an area within which the Applicant and Tier 1 contractors would actively promote work opportunities for businesses in order to deliver local benefit. This would include businesses that have either a base or a substantive workforce in this defined geographical area.
- Participate in market warming events. The Applicant and the main contractors would participate in awareness raising, market warming events to provide businesses with information on supply chain opportunities and the key capacity and capability requirements they would need to meet. It is hoped that these would be designed and delivered in collaboration with organisations that connect with, and represent, businesses including the Lincolnshire Chamber of Commerce, the Construction Industry Training Board and, potentially, the Civil Engineering Contractors Association. It may be possible or preferable for these events to be collaborations across wider industry groups; notably the solar farms.

## 2.5. Ethical Procurement

2.5.1. Delivering the project and doing business in an ethical way is one of the most important values to the Applicant. The Applicant is committed to working to ensure sustainable, ethical practice across supply chains, and will not tolerate any fraud, corruption or abuse of human rights.

2.5.2. The Applicant will fully comply with the Modern Slavery Act 2015.

- 2.5.3. The Applicant recognises that Modern Slavery and human trafficking are growing global concerns, and is working to ensure that their own operations, and those of the supply chains, are appropriately evaluating the risks of Modern Slavery and human trafficking.
- 2.5.4. To ensure all those in the supply chain and contractors abide by the Applicant's values, a rigorous approach would be taken to ensure compliance and supply contracts would include a clause for termination in the event of non-compliance with these requirements.
- 2.5.5. Solar developments can carry an increased risk of Modern Slavery Risk due to the complexities in the supply chain relating primarily to solar panels. To mitigate these risks, suppliers of solar panels are subject to an elevated compliance screening and certification process. Systematic audits of cell and module factories are also undertaken to ensure working conditions meet expected standards.

## 3. Monitoring

### 3.1. Performance measurement systems and processes

- 3.1.1. The Applicant would ensure that a robust performance monitoring and reporting framework and system is established for the suite of activities proposed in the final Employment, Skills and Supply Chain Plan. These would be developed in consultation with the Working Group and agreed by the host authorities. This would ensure that the delivery of actions and outcomes reflect DCO Obligations. This would include recording results against standard infrastructure-related performance indicators set out within the NSAfC framework; the location of Greater Lincolnshire businesses engaged in the supply chain; and the post codes of people gaining access to employment and skills through proactive approaches to encourage local employment.
- 3.1.2. All systems and processes will comply with General Data Protection Regulations.



[springwellsolarfarm.co.uk](http://springwellsolarfarm.co.uk)

## **APPENDIX B:**

# **Heckington Fen Solar Park Outline Supply Chain, Skills and Employment Plan**

# Heckington Fen Solar Park

EN010123

## Outline Supply Chain, Skills and Employment Plan

Applicant: Ecotricity (Heck Fen Solar) Limited

Document Reference: 7.12

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

Deadline 5: 13th February 2024

Document Revision: 4

February 2024



## OUTLINE SUPPLY CHAIN, EMPLOYMENT AND SKILLS PLAN

Document Properties		
Regulation Reference	Regulation 5(2)(a)	
Planning Inspectorate Scheme Reference	EN010123	
Application Document Reference	7.12	
Title	Outline Supply Chain, Employment and Skills Plan	
Prepared By	Heckington Fen Energy Park Project Team (Ecotricity)	
Version History		
Version	Date	Version Status
Rev 1	February 2023	Application Version
Rev 2	December 2023	Deadline 3
Rev 3	January 2024	Deadline 4
Rev 4	February 2024	Deadline 5

This Outline Supply Chain, Employment and Skills Plan (the 'Plan') provides details of the supply chain, employment, training and learning opportunities available during the construction and operation of the Heckington Fen Solar Park ('the Proposed Development').

The development will take approximately 30 months to build. Once complete, the development will provide electricity to the National Grid.

Prior to works commencing on Works No. 1, 2, 3, and 4 at the Energy Park site, and Works No. 5, 5A and 5B for the cable route, a supply chain, employment, and skills plan (which must be substantially in accordance with this Plan) should be submitted to and approved by both North Kesteven District Council and Boston Borough Council.

The Plan, and its compliance is secured by Requirement 16 of the DCO (document reference 3.1).

The objectives of the Plan are to:

1. Detail the intention to use local labour where possible (subject to suitable qualifications, experience, economic viability and availability),
2. Where practically feasible, available and cost competitive, procure goods and services, known as the supply chain, from local contractors, sub-contractors and suppliers to support local employment,
3. Detail recruitment and training opportunities involved in the development (construction and operation), and
4. Support the development of skills in the local area.

Socio-economic benefits of the development were identified in the Environmental Statement (document reference 6.1.11), in particular this included additional jobs for the local area, business rates and increase in demand for accommodation.

Operational labour requirements would be promoted at the relevant time also.

Decommissioning labour, recruitment, and training opportunities are expected to be aligned, at least in part, with the objectives outlined above which are specific to the construction phase. It is noted that definitive commitments in terms of the decommissioning phase are unlikely to be possible as part of the Plan at the point at which it is secured by Requirement 16 of the DCO (document reference 3.1) due to uncertainties regarding political and economic landscape, or the education infrastructure, at such time in the future that decommissioning would be undertaken. Nevertheless, it is the intention to set principles in terms of the objectives under which decommissioning labour, recruitment, and training opportunities will be agreed.

### **1. Utilising Local Labour**

When considering new permanent and temporary positions during the construction and operation of the site, the Developer (Ecotricity (Heck Fen Solar) Limited) will use all reasonable endeavours to appoint local jobseekers, apprentices and graduates with the relevant skills and experience. Applicable roles will be advertised locally via Jobcentre Plus and PeoplePlus, or other appropriate means, for example newspapers, posters, online and job fairs. Local labour will be targeted as North Kesteven and Boston.

A meet-the-buyer type event will also be held in the local area, whereby the Developer will contact local firms who may have an interest in building out elements of the project. It is anticipated that some businesses may prefer a one-to-one meeting, and these will be facilitated as required. Examples of these have already been undertaken by the Applicant, and included visiting offices of local firms, or onsite meetings.

Interested parties, at this stage, are advised to contact the Developer to be added to an interested parties list for future consideration:

Email: [heckingtonfensolar@ecotricity.co.uk](mailto:heckingtonfensolar@ecotricity.co.uk),

Call: Freephone 0800 151 0784

Write to us at: FREEPOST ECOTRICITY SOLAR PARK.

A designated local employment coordinator will oversee the final Supply Chain, Employment and Skills Plan.

Table 1 includes a list of organisations that will be contacted to fulfil the objectives of this Plan:

**Table 1- Examples of public and private sector organisations**

Primary public sector partners	North Kesteven District Council
	Lincolnshire County Council
	Boston Borough Council
	Greater Lincolnshire LEP
Education and training providers	University of Lincoln
	Boston College
	Grantham College
	Lincoln College
	Carres Grammar
	Kesteven & Sleaford High School
	St Georges Academy
Business sector groups	People Plus
	Jobcentre Plus
	Astute Recruitment
	Chamber of Commerce
	Federation of Small Businesses
	NFU

**2. Supporting Local Services**

Some elements of the build-out will be technology-specific which can only be undertaken by the commissioned technology providers. However, where opportunities exist for local firms to be involved, these will be engaged accordingly, examples include landscaping, fencing, security, plant hire and operators, materials including aggregate and concrete etc. This will apply during construction predominantly but also during the operational and maintenance phase.

Local services are likely to benefit from other factors, such as increased spend in the area from hospitality and accommodation, already demonstrated during the planning stages with requirements for plant hire, accommodation, food, fuel, hall hire and provision of mobile welfare and security facilities.

Other elements of the supply chain involve manufacturing either in the UK or abroad. This could include steel for the panel mounting structures – for which there are known UK suppliers, or panel manufacturers which are typically based abroad due to the location of raw materials. Fencing, drainage and security is likely to be more commonly provided by local contractors and discussions with local suppliers has already commenced.

A meet-the-buyer type event for local contractors will be undertaken prior to construction starting in earnest. The Developer will contact local firms who may have an interest in building out elements of the project. It is anticipated that some businesses may prefer a one-to-one meeting, and these will be facilitated as required.

The Federation of Small Businesses and the local Chamber of Commerce will be contacted in advance of this event to understand their experience with firms who may be able to assist.

**3. Recruitment and Training Opportunities**

Our experience to date has found that apprentices are already likely to be in placements with firms who offer services similar to those listed above. This project is likely to provide more opportunities for trainees and those looking to get back into work. These roles could be placements lasting a number of

weeks within firms supplying goods and services, through to 8-26 week programmes for traineeships or back to work opportunities. It may be possible to establish new apprenticeships over the course of the construction period; from discussions with potential suppliers this could be in the order of 2-5 apprentices. The Applicant will assess this possibility throughout its tendering and procurement process for an EPC contractor. When submitting the final Supply Chain, Employment and Skills Plan, the Applicant will confirm whether it has been possible to secure apprentices and, in the event it has not been possible, outline the steps it has taken to explore this opportunity.

The requirement to host these opportunities where practicable will be written into the proposed scope of works for goods and services and considered during the tendering process. Where reasonably possible and commercially viable the aims of the Plan will help local jobseekers find work via a range of paid and unpaid roles and stimulate awareness of careers in construction, green technologies and other sectors related to the development.

Opportunities will be advertised with stakeholders, such as the local planning authorities, Greater Lincolnshire Local Enterprise Partnership, job adverts, website vacancies, and notice to local recruitment teams.

At least one careers-type event will be held locally in advance of the main construction starting onsite. This will be arranged with local education providers. Events could be planned for North Kesteven District, Boston Borough or Lincolnshire as a whole.

Secondary employment may be forthcoming as a consequence of the development for example in the hospitality, accommodation and other supporting industries. A number of operational jobs are also anticipated, for the ongoing maintenance of the site, and sheep grazing.

Practical demonstration of the trial trenching has already taken place on site with students from the Keys Group - Elm Grange School. A further archaeological talk has been provided within the community, at Heckington Village Hall. Attendees could ask questions of the applicant and specialists.

A fund to facilitate training and apprenticeships to a value of £50,000 per annum (index linked) will be provided for the 40-year operational lifetime of the Proposed Development. Early engagement with potential providers will be undertaken. The Applicant has agreed with North Kesteven District Council and Boston Borough Council that the mechanism to do this should be through a section 106 agreement. The parties agree that this section 106 mechanism can be evidenced alongside submission and approval of the final plan.

#### **4. Support the Development of Skills Locally**

The Plan offers an exciting opportunity to work with local firms, employment and training agencies to develop local skills through the awareness of renewable technologies, in particular solar and energy storage. Delivery partners could include the Elm Grange School, Colleges in Boston and Sleaford, other further education colleges and universities which might be further afield, such as Lincoln and Grantham, Jobcentre Plus and PeoplePlus.

At appropriate times during the construction phase, open-day type events could include school visits and careers information days. The timing of such visits will ensure minimal risk to visitors and staff alike.

A meet-the-buyer type event for local contractors will be undertaken prior to construction starting in earnest. Specific local skills required include:

- Security
- Landscaping and planting
- Fencing
- Plant hire and operators
- Materials including aggregate and concrete
- Site management

#### **5. Monitoring and Evaluation**

Monitoring reports are proposed to include a summary of activities completed, including any qualifications gained. These would be provided annually to North Kesteven District Council, Boston Borough Council and Lincolnshire County Council, and would be coordinated by the Project Manager.

Table 2 provides a summary of the above opportunities.

**Table 2- Supply chain, employment and skills opportunities** – depending on the phase being commenced, the table below would be amended accordingly, and currently shows examples.

<b>Supply chain</b>	<b>Employment and Skills</b>	<b>Publicising</b>
Landscaping	Communicate requirements for supply chain with local providers listed in Table 1.	Promoting opportunities locally, such as the project's webpage, local news publications, and working with local job centres.
Fencing		
Security	Engage with local suppliers.	Outreach to local businesses.
Plant hire and operators	Engaging with suppliers already known to the Applicant to highlight and understand gaps in provision of supplies and personnel.	Raise general awareness of the project using local advertisements.
Materials including aggregate and concrete		
Ground works including drainage	Working with providers in Table 1 identify any gaps in the skill base of the local population.	Maintain dialogue with the parties listed at Table 1 for upcoming opportunities so they can communicate it through their own channels.
Site management		

Technology-specific personnel are likely to be required for the following aspects of the Proposed Development:

- Electrical connection
- Energy storage installation.

## **APPENDIX C:**

# **Heckington Fen Solar Park s.106 Agreement**

DATED

19<sup>th</sup> DECEMBER

2024

DEED OF DEVELOPMENT CONSENT OBLIGATIONS

between

(1) NORTH KESTEVEN DISTRICT COUNCIL

(2) LINCOLNSHIRE COUNTY COUNCIL

(3) BOSTON BOROUGH COUNCIL

(4) ECOTRICITY (HECK FEN SOLAR) LIMITED

(5) BRAMALL PROPERTIES LIMITED

Agreement under

Section 106 Town & Country Planning Act 1990 (as amended)

relating to Heckington Fen Solar Park on land at Elm Grange Farm

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL DOCUMENT	
Name	.....
Signature	.....
Dated	08.01.2025 .....

LAWYER  
LEGAL SERVICES LINCOLNSHIRE

Legal Services Lincolnshire  
County Offices  
Newland  
Lincoln  
LN1 1YS

Planning Ref: EN010123  
LSL Ref: NK029.804

THIS DEED is made the 19<sup>th</sup> day of DECEMBER 2024

#### BETWEEN

- 1) **NORTH KESTEVEN DISTRICT COUNCIL** of Council Offices, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF ("NKDC");
- 2) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, LN1 2YL ("LCC");
- 3) **BOSTON BOROUGH COUNCIL** of Municipal Buildings, West St, Boston, PE21 8QR ("BBC");
- 4) **ECOTRICITY (HECK FEN SOLAR) LIMITED** of Lion House, Rowcroft, Stroud, GL5 3BY ("the Developer"); and
- 5) **BRAMALL PROPERTIES LIMITED** of 12 Cardale Court, Cardale Park, Beckwith Head Road, Harrogate, North Yorkshire, HG3 1RY ("the Owner")

#### RECITALS

- (A) NKDC, BBC and LCC are the local planning authorities for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable.
- (B) The Local Authorities are the local authorities for the purposes of the 1972 Act and the 2011 Act and are known as the relevant planning authorities and/or relevant county authority for the purposes of the 2008 Act.
- (C) The Owner is the freehold owner of the Site registered at HM Land Registry under part of title number LL139549.
- (D) The Developer submitted the Application to the Secretary of State on 15 February 2023.
- (H) To facilitate the Project the parties have agreed to enter into this Deed under the 1990 Act in order to secure the planning obligations contained in this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.
- (I) The parties in entering into this Deed do so to create planning obligations pursuant to section 106 of the 1990 Act in respect of the Owner's and the Developer's respective interest(s) in the Site and the Owner and the Developer agree to be bound by and to

observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed.

## OPERATIVE PART

### NOW THIS DEED WITNESSED AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed the following terms and expressions shall have the following meaning:

"1972 Act"	means the Local Government Act 1972 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"2008 Act"	means the Planning Act 2008 (as amended);
"2011 Act"	means the Localism Act 2011;
"Application"	means the application for a development consent order under section 37 of the 2008 Act in relation to the Project submitted to the Secretary of State on 15 February 2023 and allocated reference number EN010123;
"Book of Reference"	has the same meaning as in Article 2 of the Development Consent Order;
"Commence"	has the same meaning as in Article 2 of the Development Consent Order and the words " <b>Commencement</b> " and " <b>Commenced</b> " and cognate expressions are to be construed accordingly;
"Date of Decommissioning"	means the date on which the Developer commences the decommissioning of the Project in accordance with the Decommissioning and Restoration Plan approved under Requirement 18 of the Development Consent Order;
"Date of Final Commissioning"	has the same meaning as in Article 2 of the Development Consent Order, as notified to the Local Authorities pursuant to Requirement 3 of the Development Consent Order;
"Development Consent Order"	means the development consent order statutory instrument made by the Secretary of State pursuant to the Application;
"Ecology Purpose"	means hedgerow planting, gapping up of existing hedgerows, or another improvement to connectivity for

	biodiversity between natural habitats in the Borough of Boston;
"First Ecology Contribution"	means an ecology and planting contribution up to a maximum value of £10,000 (in aggregate) payable by the Developer in line with Schedule 3 Part A for the Ecology Purpose;
"Final Phase"	means the final phase of the Project as notified to the Local Authorities pursuant to Requirement 3 of the Development Consent Order;
"Index"	means the Retail Prices Index;
"Index Linked"	means such increase to any sum or sums payable under this Deed on an annual basis or pro rata per diem from the date of this Deed to the date of payment based upon the relevant Index last published before the date of this Deed;
"Interest Rate"	means 4% above the base lending rate of the Bank of England from time to time;
"Lease"	means the lease to be granted to the Developer in accordance with the Option for Lease or any other lease arrangement entered into with any third party in respect of the Project;
"Local Authorities"	means NKDC, BBC, and LCC (and their successors in function);
"National Grid Extension Works"	means Work No. 6B as defined in Schedule 1 of the Development Consent Order;
Option for Lease	means the option for lease dated 7 June 2022 granted by the Owner to the Developer;
"Plan 1"	means the plan annexed to this Deed at Schedule 1 and marked Section 106 Plan identifying the Site;
"Project"	means the "authorised development" as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order which is to be located on the Site;
"Relevant Landowners"	means those landowners identified in the Book of Reference in the Borough of Boston who are hosting the underground grid connection cable for the Project on their land;

"Secretary of State"	means the Secretary of State for the Department for Energy Security and Net Zero (or such other Secretary of State that has the responsibility for determining projects relating to energy development and/or the Application);
"Second Ecology Contribution"	has the meaning given to it in paragraph 2 of Part A of Schedule 3;
"Skills and Education Contribution"	means the sum of £50,000.00 per annum (subject to Schedule 2, paragraph 2 and 3) to be used/expended by the Developer in line with Schedule 2 Part A to be used for the Skills and Education Contribution Purpose;
"Skills and Education Contribution Purpose"	means increasing employment, education and skills opportunities in the local area (primarily within North Kesteven District and the Borough of Boston but to include neighbouring authority areas where necessary) for individuals in the renewable energy, sustainable farming/agricultural diversification, ecology and sustainable development sector (primarily with the purpose of reducing carbon emissions in line with the key values of the Developer (or its parent company) relating to food, energy, and transport carbon emissions), and which may include the provision of training and apprenticeships and education bursary payments;
"Statutory Undertaker"	means any company, corporation, board, or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking;
"the Site"	means the area of land which is shown edged red on Plan 1 and more particularly described in Schedule 1;
"a Working Day"	means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory Bank or public holidays or holiday agreed by either party for all employees of that party.

- 1.2. Where in this Deed reference is made to any clause paragraph Schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph Schedule recital or plan in this Deed.
- 1.3. Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that Schedule.
- 1.4. References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Local Authorities shall include the successors to their respective statutory functions.
- 1.5. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.7. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.8. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.9. "notify" and "notification" mean the transmission of written information by means of letter or facsimile from one party to another **PROVIDED THAT** if the said transmission is received prior to 10.00am on any Working Day the time periods for response laid out in this Deed shall commence from that Working Day whereas if the transmission is received after 10.00am the aforesaid time period shall commence from the following Working Day.

## 2. **LEGAL BASIS**

- 2.1. This Deed is made pursuant to Section 106 of the 1990 Act, Sections 111 of the 1972 Act, and Section 1 of the 2011 Act.
- 2.2. The covenants restrictions and requirements imposed upon the Owner and the Developer under this Deed create planning obligations pursuant to section 106 of the 1990 Act and are intended to be enforceable by the Local Authorities.

3. **CONDITIONALITY**

This Deed is conditional upon the grant of the Development Consent Order AND the Commencement of Development **SAVE FOR** the provisions of clauses 4.2 (land charge), 4.6 (notice of ownership change) and 5.1.2 (legal fees) which shall come into effect immediately upon completion of this Deed.

4. **AGREEMENTS AND DECLARATIONS**

- 4.1. The parties agree and declare that the provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.2. This Deed shall be registrable as a land charge by NKDC and BBC as local planning authorities.
- 4.3. The covenants given in this Deed shall cease to have effect if the Development Consent Order:
- 4.3.1. is quashed revoked superseded or otherwise withdrawn at any time; or
  - 4.3.2. expires prior to the Commencement of Development; or
  - 4.3.3. is modified by any statutory procedure without the consent of the Developer prior to the Commencement of Development.
- 4.4. Following the performance and satisfaction of all of the obligations contained in this Deed NKDC and BBC shall effect the cancellation of all relevant entries made in the Register of Local Land Charges in respect of this Deed at no cost to the Developer or the Owner.
- 4.5. No person or party shall be liable for a breach of the restrictions covenants and obligations contained in this Deed after that person or party has parted with all of its interest in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting.
- 4.6. The Developer agrees to give the Local Authorities written notice of any change in ownership of its or the Owner's interest in the entire Site occurring before all the obligations under this Deed have been discharged within 10 Working Days of the change occurring.
- 4.7. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Development Consent Order) granted (whether or not on appeal) after the date of this Deed.
- 4.8. Nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Local Authorities in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes byelaws

and regulations may be as fully and effectually exercised as if the Local Authorities were not a party to this Deed.

- 4.9. If any severable provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 4.10. Where the agreement approval consent or expression of satisfaction is required by the Developer from the Local Authorities under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.11. Any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.12. The obligations in this Deed shall not be enforceable against a Statutory Undertaker after the transfer of statutory apparatus and land upon or in which statutory apparatus is situated to that Statutory Undertaker nor enforceable against any highway authority which may be responsible for any public highways maintainable at public expense.
- 4.13. The obligations of this Deed shall not be enforceable against the Owner (save for the event in which the Owner takes possession of any part of the Site from the Developer, in which case the Owner shall be liable for the terms of this Deed).
- 4.14. If any financial contribution due under this Deed is paid late Interest will be payable from the date payment is due until the date payment is made save that, for the avoidance of doubt, in the event that paragraph 5 of Schedule 2 is relevant and there is disagreement as to the proposed beneficiary of the Skills and Education Contribution then no interest shall be payable unless and until a beneficiary is jointly agreed between the Local Authorities and the Developer.

## **5 OWNER'S AND DEVELOPER'S COVENANTS**

- 5.1 The Owner and the Developer covenant with the Local Authorities so as to bind the land into whosoever hands the same may fall:-
- 5.1.1 to comply with its obligations as set out in Schedules 2 and 3;
- 5.1.2 to pay to the Local Authorities on completion of this Deed their reasonable legal costs of negotiating and completing this Deed.
- 5.2 In the event that:
- 5.2.1 any person other than the Developer is appointed as an "undertaker" (as defined in the Development Consent Order) for the purposes of the Site under

the Development Consent Order (excluding those parts of the Project that will be constructed and operated by National Grid Electricity Transmission plc); or  
5.2.2 powers of the "undertaker" under the Development Consent Order are devolved to any other person in relation to the Site (excluding those parts of the Project that will be constructed and operated by National Grid Electricity Transmission plc)

and the provisions of this Deed are not otherwise made directly enforceable against any such person (the "Transferee"), then the Developer will without delay require the Transferee to enter into a deed in favour of the Local Authorities that the Transferee shall observe and perform such of the covenants and obligations on the Developer under this Deed as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Deed and for the avoidance of doubt this requirement shall apply to the provisions of Schedules 2 and 3 of this Deed.

## **6 THE LOCAL AUTHORITIES' COVENANTS**

6.1 The Local Authorities covenant with the Owner and the Developer to comply with their obligations as set out in Part B of Schedules 2 and 3.

## **7 DEVELOPER'S INTEREST AND INDEMNITY TO OWNER**

7.1 The Developer shall not incur any liability for any breach of the obligations contained in this Deed save for the obligation contained in clause 5.1.2 unless and until it completes the Lease and is in possession of the Site.

7.2 In the event the Developer completes the Lease the Developer undertakes to indemnify and keep indemnified the Owner and its successors in title against all liabilities losses claims costs damages expenses or proceedings judgements penalties fines obligations liens incurred or howsoever arising from the Owner entering into this Deed.

## **8 JURISDICTION**

This Deed shall be governed by and interpreted in accordance with the law of England.

## **9 WAIVER**

No waiver (whether expressed or implied) by the Local Authorities the Owner or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Local Authorities the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 **DISPUTE RESOLUTION**

10.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

- 10.1.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement.
- 10.1.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either party after giving notice in writing to the other party to this Deed.
- 10.1.3 The person to be appointed pursuant to clause 10.1.2 shall be a person having five years or more post qualification experience of projects comprising works of the scale and nature of the Project.
- 10.1.4 Reference to the expert shall be on terms that determination shall take place within 20 Working Days of the expert accepting his instructions (or such other period as agreed by the parties).
- 10.1.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares.
- 10.1.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision.
- 10.1.7 The findings of the expert shall (other than in the case of a manifest material error or fraud) be final and binding on the parties to the dispute.

11 **EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed.

**IN WITNESS** whereof the parties hereto have executed this Deed on the day and year first before written

## **SCHEDULE 1**

### **DETAILS OF THE OWNER'S TITLE AND DESCRIPTION OF THE SITE**

Land at Elm Grange, north of the A17, east of the B1395 and west of Six Hundreds Drove with title number: LL139549 as shown edged red on Plan 1.

ecotricity

Legend

Elm Grange Land Parcel

Incorporation Land Registry Title 11130560

Ms. In Seal  
6042674  
Book

Title: Section 106 Plan

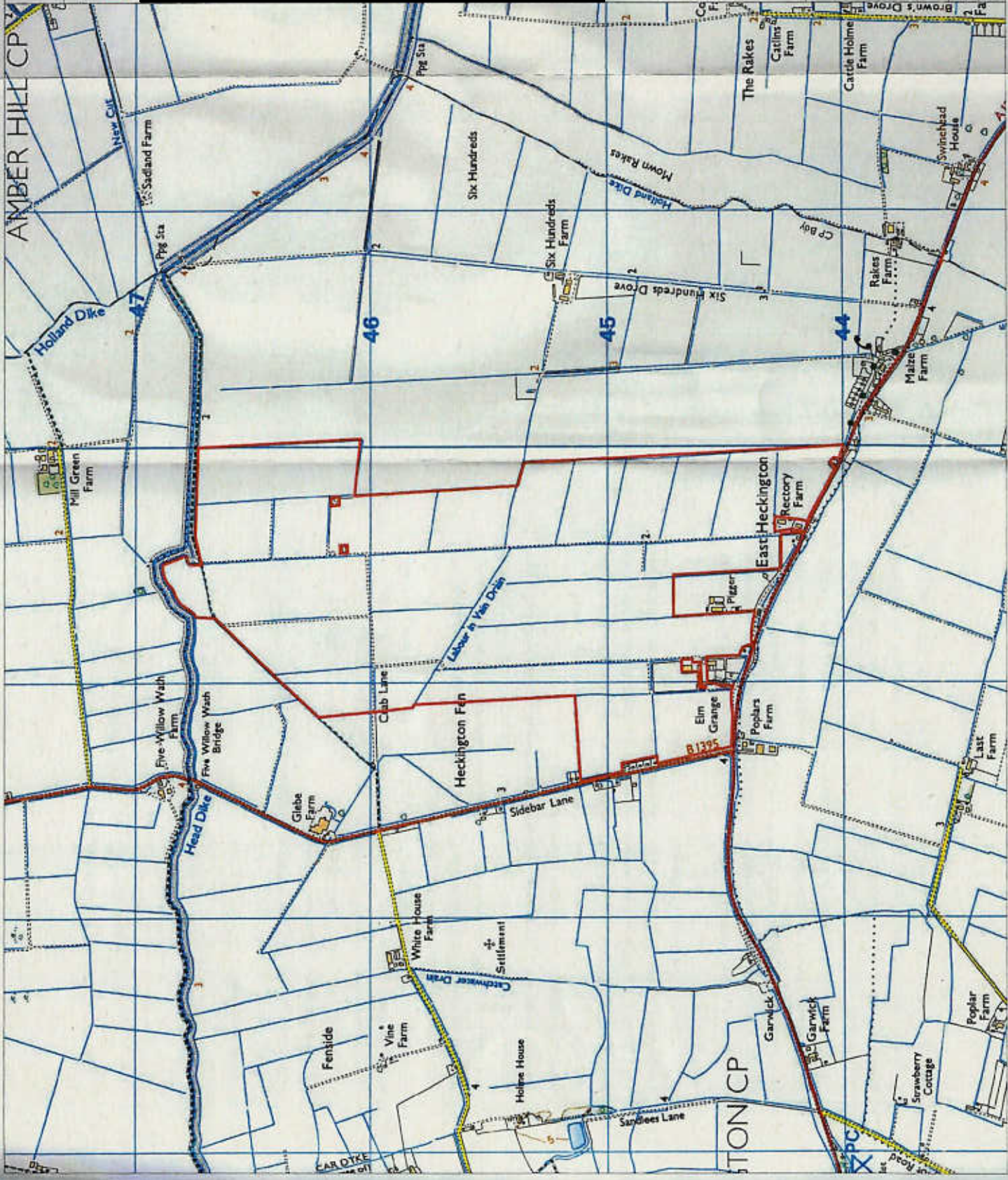
Scale 1:15,000 @ A3

Checked By: MW

Approved By: LW

Ref: 6945\_T0128\_02 Date: September 2024

Heckington Fen Solar Park



**SCHEDULE 2**  
**SKILLS AND EDUCATION CONTRIBUTION**

**PART A – DEVELOPER**

1. The Developer covenants with the Local Authorities to:
  - 1.1. from the date of Commencement, arrange and chair an annual meeting with the Local Authorities to discuss the Skills and Education Contribution Purpose with regards to the use of the Skills and Education Contribution;
  - 1.2. have regard to reasonable representations and suggestions from the Local Authorities as to potential beneficiaries for the Skills and Education Contribution;
  - 1.3. within 20 Working Days of the annual meeting, submit to the Local Authorities for approval details of the proposed Skills and Education Contribution beneficiary for the forthcoming year(s) (the "**Beneficiary Notice**");
  - 1.4. following approval of the beneficiary by the Local Authorities pursuant to paragraph 4.3 or 4.4 below, to use/expend the Skills and Education Contribution as agreed pursuant to paragraphs 1.1 and 1.2 of this Part A above and in accordance with the triggers set out within paragraph 2 below and provide evidence of the same to the Local Authorities within 20 Working Days of the date of payment;
  - 1.5. in the event of default, disagreement on the proposed beneficiary, or failure to use/expend by the trigger date within paragraph 2 below, hold the money for the Skills and Education Contribution Purpose and engage with the Local Authorities to jointly decide on an appropriate beneficiary to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.
  
2. The Developer covenants with the Local Authorities to use/expend the Skills and Education Contribution in accordance with paragraph 1 of this Part A above and provide evidence of the same to the Local Authorities within 20 Working Days of the date of payment:
  - 2.1. £50,000 (Index Linked) payable in accordance with the agreed Skills and Education Contribution Purpose on or before the Date of Final Commissioning of the Final Phase of the Project; and
  - 2.2. £50,000 (Index Linked) payable on each anniversary of the Date of Final Commissioning of the Final Phase of the Project for the 40 year operational lifetime of the Project until the Date of Decommissioning in accordance with the agreed Skills and

Education Contribution Purpose, subject always to paragraph 3 below and to the maximum number of instalments not exceeding 40 in aggregate.

3. In the event that the Project is decommissioned prior to the 40 year operational lifetime, no payment is due under paragraph 2.2 following the Date of Decommissioning.

#### **PART B – LOCAL AUTHORITIES**

4. The Local Authorities covenant to:
  - 4.1. attend the annual meeting arranged by the Developer (further to paragraph 1.1 above) to discuss potential beneficiaries for the Skills and Education Contribution;
  - 4.2. act reasonably in discussing and suggesting potential beneficiaries for the Skills and Education Contribution for the forthcoming year(s);
  - 4.3. not unreasonably withhold or delay consent/approval of the beneficiary for the Skills and Education Contribution and, in any event, respond to the Developer (as relevant) with a decision within 20 Working Days of the Beneficiary Notice under paragraph 1.3 above; and
  - 4.4. in the event that the Developer fails to use/expend the Skills and Education Contribution by the trigger date within paragraph 2 of Part A above (and the Developer has confirmed as such to the Local Authorities) or in the event of disagreement as to the proposed beneficiary following receipt of the Beneficiary Notice, to hold meetings with representatives from each of NKDC, LCC, BBC, and the Developer (as relevant) to jointly elect a beneficiary to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.
  
5. In the absence of agreement as to the beneficiary (or beneficiaries) for the Skills and Education Contribution, the Local Authorities acknowledge that there shall be no payment made and that the Developer is to hold the Skills and Education Contribution for the Skills and Education Contribution Purpose until a beneficiary can be jointly agreed between the Local Authorities and Developer.

**SCHEDULE 3**  
**ECOLOGY AND PLANTING CONTRIBUTION**

**PART A – OWNER AND DEVELOPER**

1. The Developer covenants with the Local Authorities to:
  - 1.1. from the date of Commencement of the phase that includes the National Grid Extension Works, offer Relevant Landowners the First Ecology Contribution; and
  - 1.2. following acceptance by Relevant Landowners to implement measures to contribute to the Ecology Purpose (pursuant to the offer under paragraph 1.1), provide evidence to BBC to confirm payment and/or relevant expenditure for the First Ecology Contribution.
  
2. In the event that agreement cannot be secured with Relevant Landowners for delivery of the entirety of the First Ecology Contribution under paragraph 1 above, prior to the Date of Final Commissioning of the Final Phase of the Project, the Developer covenants to:
  - 2.1. implement an alternative scheme (to be funded by the Developer up to the cost of £10,000 (subject to paragraph 4 below)) to meet the Ecology Purpose and submit details of the scheme in writing to BBC; or
  - 2.2. provide a contribution of £10,000 (subject to paragraph 4 below) to BBC for the Ecology Purpose  
("the **Second Ecology Contribution**").
  
3. In respect of the First Ecology Contribution:
  - 3.1. the First Ecology Contribution may be split into a number of separate and distinct instalments payable to (or expended on behalf of) different Relevant Landowners or the First Ecology Contribution may be paid (or expended) in its entirety to one Relevant Landowner, subject always to the total amount payable pursuant to paragraph 1 not exceeding £10,000; and
  - 3.2. neither the Owner nor the Developer shall be required to continue offering the First Ecology Contribution to other Relevant Landowners following a contractual commitment from a/the Relevant Landowner(s) to deliver the First Ecology Contribution in full.
  
4. In respect of the Second Ecology Contribution:

- 4.1. the monetary amount referred to in paragraph 2.1 and 2.2 above is to be reduced by a proportionate amount based on the cost of any agreements reached with the landowners for the First Ecology Contribution; and
- 4.2. if the monetary amount remaining after undertaking the obligations pursuant to paragraph 1 above is nil/zero then the Developer shall not need to proceed with the Second Ecology Contribution.

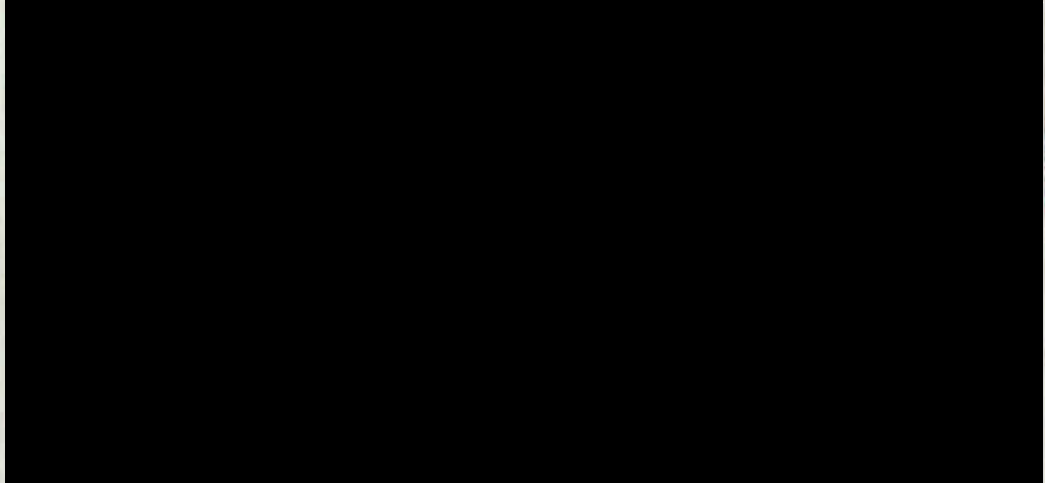
#### **PART B – LOCAL AUTHORITIES (BBC)**

5. In the event that paragraph 2.2 above is triggered and the Developer pays BBC the Second Ecology Contribution, BBC covenants to use the Second Ecology Contribution for the Ecology Purpose and provide evidence of the same to the party that made the payment.
6. In the event that all or any part of the Second Ecology Contribution is unexpended by the end of the period of five (5) years beginning with the date of payment under paragraph 2.2 above, BBC covenants to return such payment to the party who made the payment together with any interest.

THE COMMON SEAL OF )  
NORTH KESTEVEN DISTRICT COUNCIL )  
was affixed in the presence of: )



Authorised Signatory 



No. in Seal  
E042677  
Book \_\_\_\_\_

THE COMMON SEAL OF )  
BOSTON BOROUGH COUNCIL )  
was affixed in the presence of: )



11930

Authorised Signatory:  


**EXECUTED AS A DEED by  
ECOTRICITY (HECK FEN SOLAR) LIMITED**

in the presence of:

Director:

Director/Secretary:

**EXECUTED AS A DEED by  
BRAMALL PROPERTIES LIMITED**

in the presence of:

Director:

Director/Secretary:



## **APPENDIX C:**

# **Springwell Solar Farm s.106 Agreement (not yet completed)**

**DATED** \_\_\_\_\_ **2026**

- (1) NORTH KESTEVEN DISTRICT COUNCIL**
- (2) LINCOLNSHIRE COUNTY COUNCIL**
- (3) SPRINGWELL ENERGYFARM LIMITED**
- (4) BLANKNEY ESTATES LIMITED**
- (5) HSBC UK BANK PLC**

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**DEED OF DEVELOPMENT CONSENT  
OBLIGATIONS**

**Agreement under section 106 Town & Country  
Planning Act (as amended)  
relating to Springwell Solar Farm on land at Blankney  
Estate**

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Pinsent Masons

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**THIS DEED** is made on ..... 2026

**BETWEEN**

- (1) **NORTH KESTEVEN. DISTRICT COUNCIL** of District Council Offices, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF ("**NKDC**");
- (2) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, LN1 2YL ("**LCC**");
- (3) **SPRINGWELL ENERGYFARM LIMITED** incorporated and registered in England and Wales with company number 13484004 whose registered office is at Alexander House 1 Mandarin Road, Rainton Bridge Business Park, Houghton Le Spring, Sunderland, England, DH4 5RA (the "**Developer**");
- (4) **BLANKNEY ESTATES LIMITED** incorporated and registered in England and Wales with company number 00362871 whose registered office is at The Estate Office Temple Grange, Navenby, Lincoln, England, LN5 0AX (the "**Owner**"); and
- (5) **HSBC UK BANK PLC** of 1 Centenary Square, Birmingham, B1 1HQ (the "**Mortgagee**").

**BACKGROUND**

- (A) NKDC and LCC are the local planning authorities for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable.
- (B) The Local Authorities are the local authorities for the purposes of the 1972 Act and the 2011 Act and are also the relevant planning authorities and/or relevant county authority for the purposes of the 2008 Act.
- (C) The Owner is the freehold owner of the Site registered at HM Land Registry under part of title numbers LL302918, LL95436, LL302402, LL302706, LL67017, LL302908, LL67011, LL67016, LL67013, LL226988 and LL227464. By virtue of an option agreement made between the Owner and the Developer, the Developer has a right to call down a leasehold interest in the Site.
- (D) The Developer submitted the Application to the Secretary of State on 20 November 2024.
- (E) To facilitate the Project the parties have agreed to enter into this Deed under the 1990 Act in order to secure the planning obligations contained in this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.
- (F) The parties in entering into this Deed do so to create planning obligations pursuant to section 106 of the 1990 Act in respect of the Owner's and the Developer's respective interest(s) in the Site and the Owner and the Developer agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained on terms of this Deed.

**NOW THIS DEED WITNESSED AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

1.1 In this Deed the following terms and expressions shall have the following meaning:

**"1972 Act"** means the Local Government Act 1972 (as amended)

**"1990 Act"** means the Town and Country Planning Act 1990 (as amended)

<b>“2008 Act”</b>	means the Planning Act 2008 (as amended)
<b>“2011 Act”</b>	means the Localism Act 2011
<b>“Application”</b>	means the application for a development consent order under section 37 of the 2008 Act in relation to the Project submitted to the Secretary of State on 20 November 2024 and allocated reference number EN010149;
<b>“Commence”</b>	has the same meaning as in Article 2 of the Development Consent Order and the words <b>“Commencement”</b> and <b>“Commenced”</b> and cognate expressions are to be construed accordingly;
<b>“Date of Decommissioning”</b>	means the date on which the Developer commences the decommissioning of the Project in accordance with the Decommissioning Environmental Management Plan approved under Requirement 19 of the Development Consent Order;
<b>“Date of Final Commissioning”</b>	has the same meaning as in Article 2 of the Development Consent Order;
<b>“Development Consent Order”</b>	means the development consent order statutory instrument made by the Secretary of State pursuant to the Application;
<b>“Ecological Steering Group”</b>	means the ecological steering group established and maintained in accordance with the landscape and environmental management plan (as defined in Article 2 of the Development Consent Order) required to be approved and implemented pursuant to the Development Consent Order;
<b>“ESG Contribution”</b>	means the sum of £130,500 (one hundred and thirty thousand, five hundred pounds) payable by the Developer in accordance with Schedule 3 for the purpose of funding the Local Authorities’ involvement in the Ecological Steering Group;
<b>“Index”</b>	means the Consumer Prices Index;
<b>“Index Linked”</b>	means such increase to any sum or sums payable under this Deed on an annual basis or <i>pro rata per diem</i> from the date of this Deed to the date of payment based upon the relevant Index last published before the date of this Deed;
<b>“Interest”</b>	means 4% above the base lending rate of the Bank of England from time to time;
<b>“Lease”</b>	means the lease to be granted to the Developer in accordance with the Option for Lease or any other lease arrangement entered into with any third party in respect of the Project;
<b>“Local Authorities”</b>	means NKDC and LCC (and their successors in function);
<b>“Option for Lease”</b>	means the option for lease dated 17 July 2025 between (1) the Owner and (2) the Developer which replaced (by reference to it) an option for lease dated 30 June 2022 between (1) the Owner and (2) the Developer;
<b>“Plan 1”</b>	means the plan annexed to this Deed at Schedule 2 and marked section 106 Plan identifying the Site;

<b>“Project”</b>	means the "authorised development" as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order which is to be located on the Site;
<b>“Responsible Body”</b>	means the body responsible for applying the Skills and Education Contribution for the Skills and Education Contribution Purpose on behalf of the Developer, as chosen pursuant to the process set out in Part C of Schedule 2, and the words “Responsible Bodies” are to be construed accordingly;
<b>“Secretary of State”</b>	means the Secretary of State for the Department for Energy Security and Net Zero (or such other Secretary of State that has the responsibility for determining projects relating to energy development and/or the Application);
<b>“Skills and Education Contribution”</b>	means the sum of (fifty thousand pounds) £50,000.00 per annum (subject to Schedule 2) to be used/expended in line with Schedule 2 for the Skills and Education Contribution Purpose;
<b>“Skills and Education Contribution Annual Meeting”</b>	means a meeting with the Developer, Local Authorities and any proposed Responsible Body or Responsible Body that has already been appointed (as appropriate) to occur annually ahead of payment of the Skills and Education Contribution instalment, to discuss: <ul style="list-style-type: none"> <li>(a) the use of the Skills and Education Contribution for the Skills and Education Contribution Purpose for the upcoming twelve months; and</li> <li>(b) the Responsible Body for the upcoming twelve months;</li> </ul>
<b>“Skills and Education Contribution Purpose”</b>	means increasing employment, education and skills opportunities in the local area (primarily within North Kesteven District but to include neighbouring authority areas where necessary) for individuals in the renewable and sustainable development sector, which may include the provision of training and apprenticeships and education bursary payments;
<b>“Statutory Undertaker”</b>	means any company, corporation, board, or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking;
<b>“the Site”</b>	means the area of land which is shown cross-hatched blue on Plan 1 and more particularly described in Schedule 2; and
<b>“a Working Day”</b>	means any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory Bank or public holidays or holiday agreed by either party for all employees of that party.

1.2 Where in this Deed reference is made to any Clause, paragraph, Schedule, plan or recital such reference (unless the context otherwise requires) is a reference to a Clause, paragraph, Schedule, recital or plan in this Deed.

1.3 Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that Schedule.

- 1.4 References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Local Authorities shall include the successors to their respective statutory functions.
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.7 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.9 "notify" and "notification" mean the transmission of written information by means of email from one party to another **PROVIDED THAT** if the said email is received prior to 10.00am on any Working Day the time periods for response laid out in this Deed shall commence from that Working Day whereas if the email is received after 10.00am the aforesaid time period shall commence from the following Working Day.

## 2. **LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the 1972 Act, and section 1 of the 2011 Act.
- 2.2 The covenants restrictions and requirements imposed upon the Owner and the Developer under this Deed create planning obligations pursuant to section 106 of the 1990 Act and are intended to be enforceable by the Local Authorities.
- 2.3 The obligations in this Deed shall not be enforceable against any mortgagee or charge (including the Mortgagee), unless such mortgagee or chargee has become a mortgagee in possession of the Site (or relevant part of the Site), in which case such mortgagee or chargee shall be bound by those obligations in this Deed which were binding upon the person from whom it derives its interest provided that the mortgagee or charge shall not be liable for any breach unless committed or continuing at a time when that party takes possession of the Site (or part thereof).

## 3. **CONDITIONALITY**

This Deed is conditional upon the grant of the Development Consent Order AND Commencement SAVE FOR the provisions of Clauses 4.2 (land charge), 4.6 (notice of ownership change) and 5.1.2 (legal fees) which shall come into effect immediately upon completion of this Deed.

## 4. **AGREEMENTS AND DECLARATIONS**

- 4.1 The parties agree and declare that the provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.2 This Deed shall be registrable as a land charge by NKDC as the local planning authority.

- 4.3 The covenants given in this Deed shall cease to have effect if the Development Consent Order:
- 4.3.1 is quashed revoked superseded or otherwise withdrawn at any time; or
  - 4.3.2 expires prior to Commencement; or
  - 4.3.3 is modified by any statutory procedure without the consent of the Developer prior to Commencement.
- 4.4 Following the performance and satisfaction of all the obligations contained in this Deed NKDC shall effect the cancellation of all relevant entries made in the register of local land charges in respect of this Deed at no cost to the Developer or the Owner.
- 4.5 No person or party shall be liable for a breach of the restrictions covenants and obligations contained in this Deed after that person or party has parted with all its interest in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting.
- 4.6 The Developer agrees to give the Local Authorities written notice of any change in ownership of its or the Owner's interest in the entire Site occurring before all the obligations under this Deed have been discharged within 10 Working Days of the change occurring.
- 4.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, a planning permission, development consent order (other than the Development Consent Order) or other statutory authority granted (whether or not on appeal) before or after the date of this Deed.
- 4.8 Nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Local Authorities in the exercise of their functions as local authority and their rights powers duties and obligations under all public and private statuses byelaws and regulations may be as fully and effectually exercised as if the Local Authorities were not a party to this Deed.
- 4.9 If any severable provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 4.10 Where the agreement approval consent or expression of satisfaction is required by the Developer from the Local Authorities under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.11 Any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.12 The obligations in this Deed shall not be enforceable against a Statutory Undertaker after the transfer of statutory apparatus and land upon or in which statutory apparatus is situated to that Statutory Undertaker nor enforceable against any highway authority which may be responsible for any public highways maintainable at public expense.
- 4.13 The obligations of this Deed shall not be enforceable against the Owner (save for the event in which the Owner takes possession of any part of the Site from the Developer, in which case the Owner shall be liable for the terms of this Deed).
- 4.14 If any financial contribution due under this Deed is paid late Interest will be payable from the date payment is due until the date payment is made save that, for the avoidance of doubt, in the event that paragraph 5 of Schedule 2 is relevant and there is disagreement as to the proposed beneficiary

of the Skills and Education Contribution then no Interest shall be payable unless and until a beneficiary is jointly agreed between the Local Authorities and the Developer.

## 5. **OWNER'S AND DEVELOPER'S COVENANTS**

5.1 The Owner and the Developer covenant with the Local Authorities so as to bind the Site into whosoever hands the same may fall:-

5.1.1 to comply with its obligations as set out in Schedule 2 and 3; and

5.1.2 to pay to the Local Authorities on completion of this Deed their reasonable legal costs of negotiating and completing this Deed.

5.2 In the event that:

5.2.1 any person other than the Developer is appointed as an "undertaker" (as defined in the Development Consent Order) for the purposes of the Site under the Development Consent Order; or

5.2.2 powers of the "undertaker" under the Development Consent Order are devolved to any other person in relation to the Site,

and the provisions of this Deed are not otherwise made directly enforceable against any such person (the "Transferee"), then the Developer will without delay require the Transferee to enter into a deed in favour of the Local Authorities that the Transferee shall observe and perform such of the covenants and obligations on the Developer under this Deed as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Deed and for the avoidance of doubt this requirement shall apply to the provisions of Schedule 2 and 3 of this Deed.

## 6. **THE LOCAL AUTHORITIES' COVENANTS**

The Local Authorities covenant with the Owner and the Developer to comply with their obligations as set out in Schedule 2 and 3.

## 7. **DEVELOPER'S INTEREST AND INDEMNITY TO OWNER**

The Developer shall not incur any liability for any breach of the obligations contained in this Deed save for the obligation contained in Clause 5.1.2 unless and until it completes the Lease and is in possession of the Site.

## 8. **JURISDICTION**

This Deed shall be governed by and interpreted in accordance with the law of England.

## 9. **WAIVER**

No waiver (whether expressed or implied) by the Local Authorities, the Owner or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Local Authorities the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. **DISPUTE RESOLUTION**

10.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

10.1.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement.

10.1.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either party after giving notice in writing to the other party to this Deed.

10.1.3 The person to be appointed pursuant to Clause 10.1.2 shall be a person having five years or more post qualification experience of projects comprising works of the scale and nature of the Project.

10.1.4 Reference to the expert shall be on terms that determination shall take place within 20 Working Days of the expert accepting their instructions (or such other period as agreed by the parties).

10.1.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares.

10.1.6 The expert shall be limited in their findings to the matter in dispute referred to them and shall provide written reasons for their decision.

10.1.7 The findings of the expert shall (other than in the case of a manifest material error or fraud) be final and binding on the parties to the dispute.

11. **EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed.

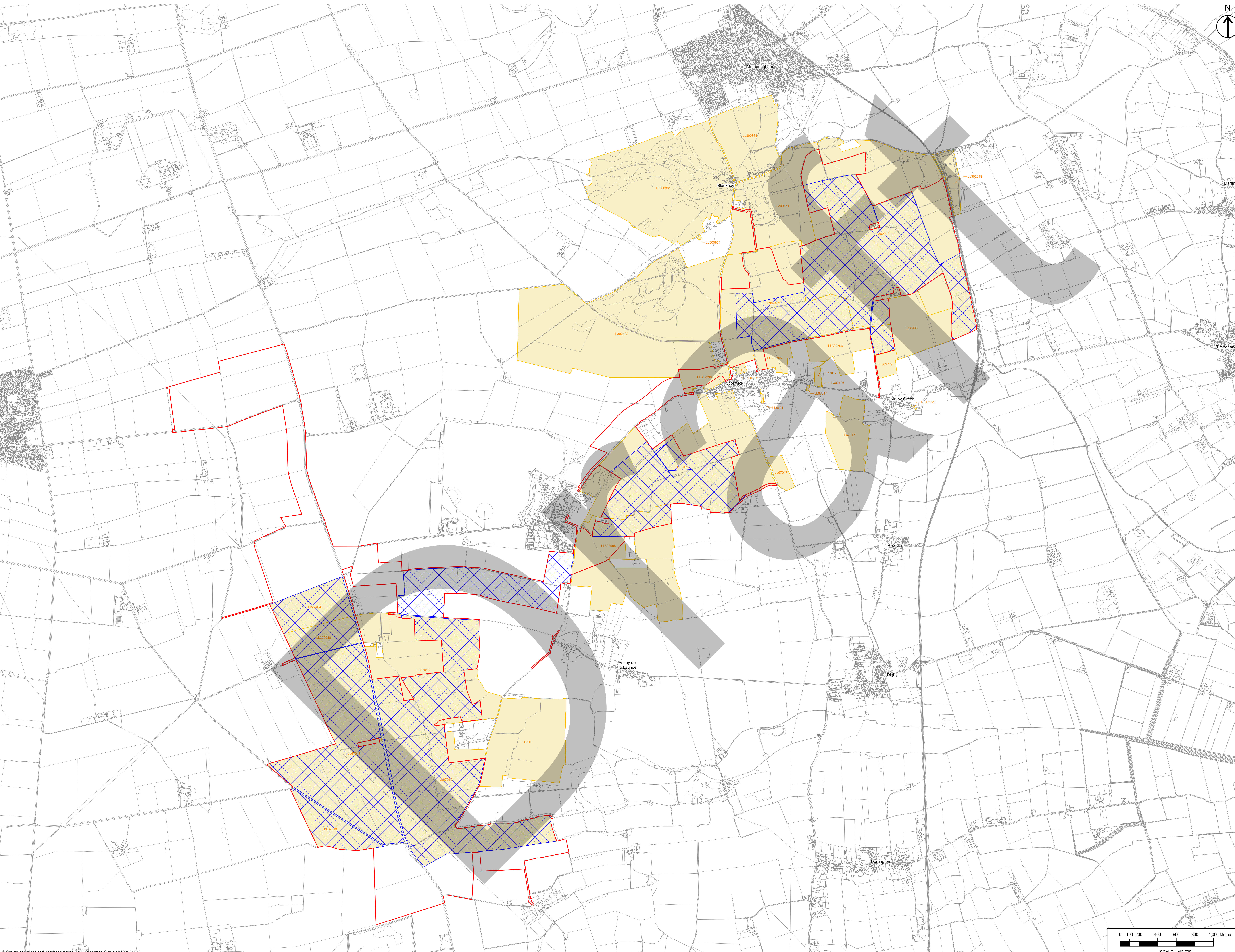
**EXECUTED AS A DEED** by the parties one the date which first appears in this Deed

**SCHEDULE 1**

**DETAILS OF OWNER'S TITLE AND DESCRIPTION OF THE SITE**

Land at Blankney Estate as shown cross-hatched blue on the Plan and being part of the land registered at HM Land Registry under part of title numbers LL302918, LL95436, LL302402, LL302706, LL67017, LL302908, LL67011, LL67016, LL67013, LL226988 and LL227464

Draft



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**Location Plan**

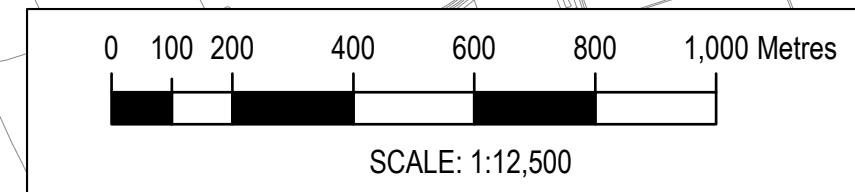
**Notes**  
 1. DO NOT SCALE FROM THIS DRAWING. USE ONLY PRINTED DIMENSIONS.  
 2. ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE.  
 3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DOCUMENTATION.

**Key to Symbols**

P02	Extent of Order Limits currently under Blankney Option for Lease	11/02/26	MB	ES
P01	First Issue	06/11/25	MB	JB
Rev	Description	Date	By	Check/Approved
Process of Issue				

FOR INFORMATION  
**Gateley / HAMER**  
 One Eleven Edmund Street  
 Birmingham B3 2JU  
 Client: SPRINGWELL ENERGYFARM LIMITED  
 Project Title: SPRINGWELL SOLAR FARM  
 Drawing Title: SECTION 106 PLAN SHEET 1 OF 1

Drawn	MB	Checked	JB	Approved	ES	Date	11/02/26
GH Project Number	201581.00001		Scale at A0	1:12,500			
Drawing Number	GH-20158100001-S106		Revision	P02			



## SCHEDULE 2

### SKILLS AND EDUCATION CONTRIBUTION

#### PART A – OVERARCHING OBLIGATIONS

1. The Developer shall provide the Skills and Education Contribution in accordance with Part B or Part C of this Schedule, in the following instalments:
  - 1.1 £50,000 (Index Linked) on or before Commencement; and
  - 1.2 £50,000 (Index Linked) annually on each anniversary of Commencement occurring until the Date of Decommissioningsubject to the total amount payable pursuant to this Schedule (regardless of whether provided under Part B or Part C) not exceeding £2,100,000 Index Linked, with such amounts to be applied for the Skills and Education Contribution Purpose (and each individual payment of £50,000 (Index Linked) will be referred to in this Schedule as a **“Skills and Education Contribution instalment”**).
2. On or before Commencement the Developer and the Local Authorities will agree and record in writing whether the Skills and Education Contribution will be provided and used for the Skills and Education Contribution Purpose in accordance with Part B or Part C of this Schedule, and in the absence of any agreement in writing pursuant to this paragraph, the Developer shall provide the Skills and Education Contribution in accordance with Part C of this Schedule.
3. The Developer and Local Authorities may agree in writing at any time:
  - 3.1 that the Skills and Education Contribution will be provided and applied in accordance with a different Part (being Part B or Part C) to the Part determined pursuant to paragraph 2 of this Schedule; or
  - 3.2 that the Skills and Education Contribution will be provided and applied in accordance with a different Part (being Part B or Part C) to the Part determined pursuant to paragraph 3.1 of this Schedule; and
  - 3.3 in relation to any agreement pursuant to paragraph 3.1 or 3.2, the detail of how and when the provision and application of the Skills and Education Contribution shall change to the different Part.
4. For the avoidance of doubt, until the Date of Decommissioning:
  - 4.1 the Skills and Education Contribution will continue to be provided and applied in accordance with Part B or Part C as determined pursuant to paragraphs 2 or 3 of this Schedule;
  - 4.2 any individual Skills and Education Contribution instalment provided pursuant to paragraph 1 of this Schedule shall only be provided pursuant to one of Part B or Part C as determined pursuant to paragraphs 2 or 3 of this Schedule; and
  - 4.3 unless otherwise agreed in writing by the Developer and the Local Authorities, where a Skills and Education Contribution instalment has been provided pursuant to one of Part B or Part C and the Part pursuant to which subsequent Skills and Education Contribution instalments are provided changes to a different Part (pursuant to paragraph 3 of this Schedule), the instalment(s) provided pursuant to a Part (being Part B or Part C) shall continue to be applied for the Skills and Education Contribution Purpose in accordance with the Part pursuant to which it was originally provided.
  - 4.4 In the event that the Project is decommissioned prior to the 40 year operational lifetime, no further payment or provision of the Skills and Education Contribution is due under paragraph 1 (or any other provision of this Schedule) following the Date of Decommissioning.

## **PART B – ADMINISTRATION OF THE CONTRIBUTION BY LCC**

5. This Part B shall only have effect in relation to Skills and Education Contribution instalments confirmed as being paid pursuant to Part B, in accordance with paragraph 2 or 3 in this Schedule.
6. The Developer shall pay the Skills and Education Contribution to LCC in accordance with the instalments set out in paragraph 1 to this Schedule.
7. LCC shall, before the payment of each Skills and Education Contribution instalment payable pursuant to this Part, arrange and chair a meeting with the Developer and Local Authorities to discuss the Skills and Education Contribution Purpose with regards to the use of the Skills and Education Contribution.
8. The Local Authorities and the Developer covenant to attend the annual meeting arranged by LCC pursuant to paragraph 7 or at such other date and time as agreed between the parties, to discuss the expenditure of the Skills and Education Contribution and the Skills and Education Contribution Purpose and the parties shall act reasonably in seeking to agree potential beneficiaries of the contribution for the forthcoming year.
9. LCC shall have regard to reasonable representations and suggestions from the Local Authorities and the Developer as to potential beneficiaries for the Skills and Education Contribution.
10. LCC covenants to use or expend the Skills and Education Contribution for the Skills and Education Contribution Purpose.
11. Upon receipt of a request in writing from the Developer to be made to LCC within 12 months of the Date of Decommissioning, LCC must repay to the Developer or its nominee any part of the Skills and Education Contribution that at the time of the request remains unspent, unless LCC is contractually committed to expenditure of the Skills and Education Contribution and unless otherwise agreed in writing by the Developer and LCC.

## **PART C – ADMINISTRATION OF THE CONTRIBUTION BY THE DEVELOPER & RESPONSIBLE BODY**

12. This Part C shall only have effect in relation to Skills and Education Contribution instalments confirmed as being paid in accordance with Part C, pursuant to paragraph 2 or 3 in this Schedule.
13. The Developer shall, before the payment of each Skills and Education Contribution instalment payable pursuant to this Part, either:
  - 13.1 arrange and chair the Skills and Education Contribution Annual Meeting; or
  - 13.2 ensure measures are in place that require the Responsible Body to arrange, chair and attend the Skills and Education Contribution Annual Meeting.
14. The Local Authorities and the Developer covenant to attend the Skills and Education Contribution Annual Meeting arranged pursuant to paragraph 13 to discuss the expenditure of the Skills and Education Contribution and the Skills and Education Contribution Purpose and to act reasonably in seeking to agree potential Responsible Bodies for the forthcoming year.
15. The Developer shall have regard to reasonable representations and suggestions from the Local Authorities as to potential Responsible Bodies for the Skills and Education Contribution.
16. The Developer covenants with the Local Authorities to:
  - 16.1 within 20 Working Days of the annual meeting, submit to the Local Authorities for approval details of the proposed Responsible Body for the forthcoming year(s) (the “**Notice of the Responsible Body**”);

16.2 following approval of the Responsible Body by the Local Authorities pursuant to paragraph 17 below:

16.2.1 pay to the Responsible Body the Skills and Education Contribution instalment(s) as agreed pursuant to paragraphs 13 - 15 of this Part and in accordance with the instalments and triggers in paragraph 1 of this Schedule;

16.2.2 put appropriate measures in place to:

(a) ensure the Responsible Body uses or expends the Skills and Education Contribution for the Skills and Contribution Purpose in the 12 months following receipt of the Skills and Education Contribution instalment; and

(b) require the Responsible Body to convene, chair and attend the Skills and Education Contribution Annual Meeting if required to do so by the Developer; and

16.2.3 provide evidence of compliance with paragraphs 16.2.1 and 16.2.2 to the Local Authorities within 20 Working Days of the date of payment to the Responsible Body;

16.3 in the event of default due to disagreement on the proposed Responsible Body or if the Responsible Body becomes unable to accept the payment, by the trigger date within paragraph 1 above, hold the money for the Skills and Education Contribution Purpose and engage with the Local Authorities to jointly decide on an appropriate Responsible Body to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.

17. The Local Authorities covenant to:

17.1 not unreasonably withhold or delay consent / approval of the Responsible Body for the Skills and Education Contribution and, in any event, respond to the Developer (as relevant) with a decision within 20 Working Days of the Notice of the Responsible Body; and

17.2 in the event of default due to disagreement on the proposed Responsible Body or if the Responsible Body becomes unable to accept the payment by the trigger date within paragraph 1 above (and the Developer has confirmed this to the Local Authorities), to engage with the Local Authorities and the Developer to jointly decide on an appropriate Responsible Body to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.

### SCHEDULE 3

#### ESG CONTRIBUTION

1. The Developer shall pay the ESG Contribution to NKDC in the following instalments:
  - 1.1 £3,750 (Index Linked) on or before the Date of Final Commissioning;
  - 1.2 £3,750 (Index Linked) annually on each anniversary of the Date of Final Commissioning occurring until the tenth such anniversary; and
  - 1.3 £3,100 (Index Linked) annually on the eleventh and each subsequent anniversary of the Date of Final Commissioning occurring until the Date of Decommissioning,subject to the total amount payable pursuant to this paragraph 1 not exceeding £130,500 (Index Linked) and such amounts are to be applied by NKDC towards the reasonably incurred costs of officers from NKDC and LCC in taking part in the Ecological Steering Group, which involvement is anticipated to be in substantial accordance with the details included at Section 7.2 of the outline Landscape and Ecology Management Plan (as defined in Article 2 of the Development Consent Order) and included at Appendix 1 to this Deed.
2. Upon receipt of a request in writing from the Developer to be made to NKDC within 12 months of the Date of Decommissioning, NKDC must repay to the Developer or its nominee any part of the ESG Contribution that at the time of the request remains unspent, unless NKDC is contractually committed to expenditure of the ESG Contribution and unless otherwise agreed in writing by the Developer and NKDC.

**APPENDIX 1 – SECTION 7.2 OF THE OUTLINE LANDSCAPE AND ECOLOGY MANAGEMENT  
PLAN**

Draft

## 7.2. Ecological Steering Group (ESG)

7.2.1. This section sets out the draft Terms of Reference (TOR) for the Ecological Steering Group. The remit of the ESG is as follows:

- to monitor the progress and implementation of the detailed LEMP(s), the aim of which is to achieve the biodiversity mitigation and enhancement as laid out in the oLEMP;
- to provide oversight and scrutiny of the BNG monitoring undertaken by the Applicant;
- to provide communication on landscape and biodiversity matters between the Proposed Development and relevant stakeholders;
- to consider and suggest remedial habitat management measures to be implemented when habitat creation and enhancement are not meeting the required condition as outlined in the LEMP(s), based on a review of monitoring reports;
- to undertake a compliance audit of the LEMP(s) against key performance indicators (to be agreed with the ESG following approval of the LEMP(s) every five years);
- to work with the Applicant in meeting its commitments in the DEMP with regards to dealing with ecological habitats post the carrying out of the decommissioning works; and
- in conjunction with the Applicant, the co-ordination of any research projects planned around the Proposed Development and dissemination of the outcomes of any research both within the Proposed Development and externally.

7.2.2. The Applicant shall have regard to any reviews, recommendations or updates received from the Group in accordance with its terms of reference and thereafter employ reasonable endeavours to implement any competent recommendations including, where necessary, through proposing to the Group such alterations to ecological management measures as the Applicant considers appropriate, having regard what is reasonable, practicable and achievable.

7.2.3. The formation of the ESG may provide opportunities for strategic collaboration with other solar projects within the region.

7.2.4. The Applicant will establish the ESG at least 6 months prior to the submission of the first detailed LEMP(s) to help inform the development of the LEMP(s). The ESG would convene in advance of the commencement of such works, and shall continue to exist until completion of decommissioning works, unless a shorter period is agreed between the members of the ESG.

- 7.2.5. The ESG shall comprise up to but not limited to:
- two representatives nominated by the Applicant, at least one of which being a suitably qualified and experienced ecologist.
  - one representative from Lincolnshire County Council; and
  - one representative from North Kesteven District Council.
- 7.2.6. The ESG will encourage representation at its meetings by representatives from relevant nature conservation organisations as and when required.
- 7.2.7. The Applicant will be responsible for the administration of convening annual meetings of the ESG. Meetings will be chaired by an appropriately qualified member of the ESG and be quorate if at least 3 members are present.
- 7.2.8. Once established, the ESG shall meet at least twice annually for the 10 years and then move to a single annual meeting thereafter, either virtually or in a convenient location to be agreed by the ESG. Decisions and recommendations made by the ESG would normally be on the basis of consensus. In the unusual case of needing to put a decision to the vote, this would be by a majority vote from those attending that meeting. The remit of the ESG cannot be extended beyond the scope of measures in this oLEMP.
- 7.2.9. The Applicant will meet all reasonable costs of attendees of the ESG related to the attendance at meetings and reviewing supplied material. Additional costs will be met where deemed necessary and agreed in advance between the ESG members. The mechanism to securing funding for the costs will be via the S106 agreement.

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of in the presence of **NORTH KESTEVEN DISTRICT COUNCIL**

.....  
Full Name (Director)

.....  
Signature of Director

.....  
Full Name (Director/Secretary)

.....  
Signature of Director/Secretary

.....  
Common Seal

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of in the presence of **LINCOLNSHIRE COUNTY COUNCIL**

.....  
Full Name (Director)

.....  
Signature of Director

.....  
Full Name (Director/Secretary)

.....  
Signature of Director/Secretary

.....  
Common Seal

Executed as a Deed (but not delivered until the date of this Deed) by **SPRINGWELL ENERGYFARM LIMITED** acting by

.....  
Full Name (Director)

.....  
Signature of Director

.....  
Full Name (Director/Secretary)

.....  
Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of this Deed) by **BLANKNEY ESTATES LIMITED** acting by

.....  
Full Name (Director)

.....  
Signature of Director

.....  
Full Name (Director/Secretary)

.....  
Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of this Deed) by **HSBC UK BANK PLC** acting by

.....  
Full Name (Director)

.....  
Signature of Director

.....  
Full Name (Director/Secretary)

.....  
Signature of Director/Secretary