

Springwell Solar Farm

Draft Statement of Common Ground –
Network Rail Infrastructure Limited
(Clean)

EN010149/APP/8.8.2
Version 2
Deadline 3
August 2025
Springwell Energyfarm Ltd

Rule 8(1)(e)
Planning Act 2008
Infrastructure Planning (Examination
Procedure) Rules 2010

1. Introduction

1.1. Overview

- 1.1.1. This Statement of Common Ground ('SoCG') has been prepared in respect of the application for the proposed Springwell Solar Farm Development Consent Order ('the Application') made by Springwell Energyfarm Ltd ('the Applicant') to the Secretary of State for Energy Security and Net Zero under section 37 of the Planning Act 2008¹ ('the 2008 Act').
- 1.1.2. Springwell Solar Farm ("Springwell") is a proposed new solar farm and battery storage facility located in North Kesteven, Lincolnshire. The proposals also include infrastructure to connect Springwell to the National Grid, as well as any necessary supporting site infrastructure and environmental mitigation, including landscaping and ecological planting ("the Proposed Development").
- 1.1.3. The SoCG is being submitted to the Examining Authority as an agreed draft between both parties. It will be amended as the examination progresses in order to enable a final version to be submitted to the Examining Authority.
- 1.1.4. This Statement of Common Ground, has been updated at Deadline 3 to reflect the latest position between the Parties.

1.2. Parties to this Statement of Common Ground

- 1.2.1. This SoCG has been prepared by the Applicant and Network Rail Infrastructure Limited (Network Rail).
- 1.2.2. Network Rail are a statutory stakeholder defined for the Application.
- 1.2.3. The Order Limits are adjacent to Peterborough-Lincoln Railway Line.
- 1.2.4. The proposed construction / AIL traffic routes for the proposed development, outside the Order Limits, cross railway lines on existing public highway.
- 1.2.5. Collectively, the Applicant and Network Rail are referred to as 'the parties'.

1.3. Purpose of this Statement of Common Ground

- 1.3.1. This Statement of Common Ground ('SoCG') is being submitted to the Examining Authority as an agreed draft between both parties. This SoCG is a 'live' document and will be amended as the examination progresses in order to enable a final version to be submitted to the Examining Authority.
- 1.3.2. The SoCG has been prepared in accordance with the Department for Levelling Up, Housing and Communities' Guidance on the examination stage for Nationally Significant Infrastructure Projects ('DLUHC Guidance')¹.

¹ Planning Act 2008: Examination stage for Nationally Significant Infrastructure Projects (30 April 2024).

1.3.3. Paragraph 007 of the DLUHC Guidance comments that:

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

- 1.3.4. The aim of this SoCG is, therefore, to provide a clear statement of the progress of discussions and agreement met or not yet met between Network Rail and the Applicant on matters relating to the Application.
- 1.3.5. The document will be updated as more information becomes available and as a result of ongoing discussions between the Applicant and Network Rail.
- 1.3.6. The SoCG is intended to provide information for the examination process, facilitate a smooth and efficient examination, and manage the amount of material that needs to be submitted.
- 1.3.7. This SoCG does not seek to replicate information which is available elsewhere within the Application documents. All documents are available in the deposit locations and/or the Planning Inspectorate website.
- 1.3.8. Once finalised, the SoCG will be submitted to the Examining Authority concerning the Application under section 37 of the 2008 Act for an order granting development consent for the construction of the Proposed Development.

1.4. Terminology

- 1.4.1. In the table in the issues chapter of this SoCG:
- 1.4.2. “Agreed” indicates where an issue has been resolved.
- 1.4.3. “Not Agreed” indicates a position where both parties have reached a final position that a matter cannot be agreed between them.
- 1.4.4. “Under Discussion” indicates where points continue to be the subject of on-going discussions between parties.

2. Proposed Development Description

2. Introduction

- 2.1.1. The Proposed Development comprises the construction, operation and maintenance, and decommissioning of a solar photovoltaic (PV) array electricity generating facility with a total capacity exceeding 50 megawatts (MW), a Battery Energy Storage system (BESS) with an import and export connection to the National Grid.
- 2.1.2. The Proposed Development comprises the installation, construction and decommissioning works, with the details to be defined at detailed design and subject to approval by the Local Authority. The detailed design of the Proposed Development will be undertaken within the parameters assessed in the Environmental Statement (ES), which are secured through a range of control documents including the **Works Plans [EN010149/APP/2.3] [APP-007]**, the **Design Commitments [EN010149/APP/7.4] [APP-0138]** and the requirements set out in the **Draft Development Consent Order [EN010149/APP/3.1.2]**.
- 2.1.3. The design of the Proposed Development has evolved throughout the environmental assessment process to avoid or minimise environmental effects and in response to consultation and engagement feedback, where appropriate. The location of the Proposed Development is shown in **ES Volume 2, Figure 1.1: Location Plan [EN010149/APP/6.2] [APP-058]** and described in **ES Volume 1, Chapter 2: Location of the Proposed Development [EN010149/APP/6.1] [APP-042]**, with the consideration of alternatives and the evolution of the design of the Proposed Development presented in **ES Volume 1, Chapter 4: Reasonable Alternatives Considered [EN010149/APP/6.1] [APP-044]**.
- 2.1.4. The Proposed Development will be located within the 'Order Limits' (the land shown on the **Works Plans [EN010149/APP/2.3] [APP-007]** within which the Proposed Development can be constructed, operated and decommissioned). The extent of the Order Limits is shown on **ES Volume 2, Figure 1.2: Order Limits [EN010149/APP/2.1] [APP-058]**. The principal components of the Proposed Development include:
- Solar PV development including;
 - Ground-mounted Solar PV generating station. The generating station will include Solar PV modules and mounting structures;
 - Balance of Solar System (BoSS), which comprises inverters, transformers, and switchgear;
 - 400kV Grid Connection Corridor to connect the Springwell Substation and proposed National Grid Navenby Substation;

- Satellite Collector Compounds comprising switchgear, transformers, ancillary equipment and operation, maintenance, security and welfare units;
- A project substation (the 'Springwell Substation') compound, which will include substation, Main Collector Compound, switching and control equipment, office/control/welfare/security buildings, storage areas, and provisions for vehicular parking and material laydown;
- BESS compound, including batteries and associated inverters, transformers, switchgear and ancillary equipment and their containers, enclosures, monitoring systems, air conditioning, electrical cables, fire safety infrastructure and operation, maintenance, security and welfare facilities;
- Underground cabling will connect the Solar PV modules and BESS compound to the BoSS, Collector Compounds, and the Springwell Substation;
- Ancillary infrastructure works, including boundary treatments, security equipment, earthing devices, fencing, lighting, earthworks, surface water management, internal tracks and any other works identified as necessary to enable the Proposed Development;
- Landscaping, habitat management, biodiversity enhancement and amenity improvements; and
- Works to facilitate vehicular access to the Order Limits.

3. Record of Engagement

3.1. Summary of consultation

3.1.1. The parties have been engaged in consultation throughout the early stages of the Proposed Development. Table 1 shows a summary of key engagement that has taken place between the parties in relation to the Application.

3.1.2. This records formal engagement with Network Rail and their legal representatives, agreeing Protective Provisions.

Table 1 – Record of Engagement²

Date	Form of correspondence	Key topics discussed and key outcomes
Jan 2023	Letter	Notice of Non Statutory Consultation as prescribed consultee (no consultation response received)
Jan 2024	Letter	Notice of Statutory Consultation as prescribed consultee (no consultation response received)
30/07/2024	Email from Applicant / Letter	Springwell Solar Farm Protective Provisions Letter to Network Rail from the Applicant
07/08/2024	Email from Applicant / Letter	Springwell Solar Farm Protective Provisions to Network Rail from the Applicant
Aug 24 - Dec 25	Emails	Between Applicant and Network Rail seeking to find correct contact in Network Rail to discuss.
04/02/2025	Emails from Network Rail	<p>Network Rail raised concern over impact to footpath which leads to a railway crossing. Network Rail recognised that there is Network Rail owned land within the Order Limits.</p> <p>Request for shape files of the areas adjacent to the railway (plots 1/4 and 2/12).</p> <p>Email states Network Rail consider that a Framework Agreement will be required due to potential impacts on the railway, and therefore an Undertaking is requested.</p> <p>Request for meeting to discuss.</p>
12/02/2025	Email from Applicant	Shapefile shared. Applicant contact details provided for a meeting to be arranged
17/02/2025	Relevant Representation	Issued to PINS by Network Rail - [RR-296]

² This table is not intended to be a record of every call or email exchanged between the parties (for example emails organising meetings) but should record the key exchanges of information and meetings.

Date	Form of correspondence	Key topics discussed and key outcomes
25/02/2025	Email from Applicant	Follow up email sent regarding a meeting request. Applicant stated cannot provide an undertaking at this stage, until they understand the extent of the interface, and the need for any Protective Provisions or Asset Protection Agreement.
04/03/2025	Emails	<p>Network Rail Contact details provided for contact person to discuss.</p> <p>Applicant requested meeting with point of contact to discuss the scheme and comments. Shared project information and key Application document links. Requested to review 2no. bridges referenced in Relevant Representation, prior to meeting.</p> <p>Network Rail email confirmed would share available dates for a meeting.</p>
14/03/2025 & 07/04/2025	Email from Applicant	Follow up requesting dates for meeting
12/05/2025	Meeting	Discussion with Network Rail on Relevant Representation next steps, additional information or direction to Application documents shared
05/06/2025	Written Response ExQ1 Response	Network Rail have issued further information to PINS. [REP1-097] [REP1-099]
17/06/2025	Meeting	Meeting with the Asset protection team to discuss the scheme and potential need for a Basic Asset Protection Agreement (BAPA)
June / July 2025	Emails	<p>Further correspondence with Network Rail legal representatives regarding Protective Provisions, and Framework Agreement.</p> <p>Correspondence between Applicant and the Asset Protection team.</p>
20/06/2025	Email	Network Rail issue of BAPA and estimate of costs for review.
01/07/2025	Email	Email from Network Rail's lawyers sending draft Framework Agreement.
14/07/2025	Email	Email from the Applicant's lawyers regarding the disapplication of legislation in the Draft DCO.

Date	Form of correspondence	Key topics discussed and key outcomes
16/07/2025	Email	Email from the Applicant's lawyers with comments on draft protective provisions and Framework Agreement.
16/07/2025	Email	Email from Network Rail's lawyers in relation to negotiating the protective provisions.
25/07/2025	Email	Email from the Applicant's lawyers with comments on draft protective provisions and Framework Agreement.
01/08/2025	Email	Email from the Applicant's lawyers with comments on draft protective provisions and Framework Agreement.

4. Current Position

4.1 Position of the Applicant and Network Rail Infrastructure Limited.

- 4.1.1. The following tables set out the position of the Applicant and Network Rail following the Relevant Representation regarding the Proposed Development. This includes matters where discussions are ongoing.
- 4.1.2. As noted above, this is a ‘live’ document, with matters that have yet to be agreed upon between both parties. The intention is to provide a final position in subsequent versions of the SoCG, addressing and identifying where changes have been made, and ultimately, documenting agreement by both parties on relevant points.

Table 2 – Topics Discussed

Ref.	Description of Matter	Stakeholder Comment ³	Applicant’s Response	Status
1	Construction	Part of the Scheme (Springwell East) directly abuts the Peterborough to Lincoln line and the potential impacts on the safe operation of the railway during construction and operation must be properly considered and mitigated as part of the Scheme.	<p>A meeting was held by the Applicant and Network Rail Asset Protection Team in June 2025, and a Basic Asset Protection Agreement was issued by Network Rail for review/agreement.</p> <p>The Parties have discussed the proposed works and that the Order Limits do not span the railway line, and there would be no need to cross the abutted railway line for construction, decommissioning or operational purposes. The Applicant deems no level of risk to operational railway land.</p> <p>The Design Commitments [EN010149/APP/7.4] [APP-0138] provides for a buffer of 10m between the existing hedgerow and solar PV fence line. Network Rail re-confirmed that concerned if anything can fall within 4m of railway land. The BAPA will allow review of the detailed design and construction methodology in the</p>	Under Discussion

Ref.	Description of Matter	Stakeholder Comment ³	Applicant's Response	Status
			<p>adjacent fields, post Determination.</p> <p>The Applicant has directed Network Rail to ES Volume 3, Appendix 5.4: Glint and Glare Study [EN010149/APP/6.3.2] for assessment by their liabilities team, which states 'no impact predicted and mitigation not required' on the railway.</p> <p>The Applicant has directed Network Rail to Flood Risk Assessment [EN010149/APP/7.16.3] [REP1-050] for review of drainage near the railway.</p> <p>The Asset Protection team will review these documents once the BAPA has been signed by the Applicant.</p>	
2	Property	Network Rail are reviewing whether there are also any currently unidentified property rights which may be affected by the Scheme and have now received Shapefiles from the Applicant to allow this exercise to be completed. They reserve their position on any such property rights and will provide fuller comment should any conflicts with railway property and / or rights be identified.	At Deadline 1 [REP1-097] [REP1-099] Network Rail confirmed no property rights/interests <i>"Network Rail have now carried out further investigations and it is confirmed that there are no plots or rights in land being acquired under the Order in which Network Rail have an interest and no unidentified property interests."</i>	Agreed
3	PROW - Potential Impact on Railway Level Crossing	The Outline Public Rights of Way and Permissive Paths Management Plan (oPROWPPMP) proposes changes to a public right of way which includes a railway crossing (the	Network Rail have confirmed at Deadline 1, the changes to the oPROWPPMP [REP1-044] has addressed the concern. <i>"Provided these changes are reflected in the PROW Management Plan, Network Rail no longer object on this basis"</i>	Agreed

Ref.	Description of Matter	Stakeholder Comment ³	Applicant's Response	Status
		<p>Scopwick Yard Level Crossing which connects existing Public Rights of Way Scop/8/2 and M/tin/7/1). It does not appear that the impacts on the railway or on continuing use of the public rights of way using the level crossing in this location have been considered.</p> <p>The PROW Plan sets out various alternative routes for Scop/8/2 but these do not facilitate access across the railway to connect with the existing path on the other side, and would therefore render the level crossing obsolete while any diversions are in place.</p>		Agreed
4	Potential Traffic Impacts - HGV Routes / Crossing	<p>The application (via the Outline Construction Traffic Management Plan) describes the proposed HGV route and the route for abnormal loads. These Routes interact with several of Network Rail's lines in the area.</p> <p>There are potential impacts on the Sheffield to Lincoln Line and the Peterborough to Lincoln Line, with potential impacts on 2 bridges owned by Network Rail.</p> <p>HGV and Abnormal Load route</p> <ul style="list-style-type: none"> • Cattle Creep (See Gwj/2 Underline Bridge (where crosses A15 south of Lincoln) Abnormal Load Route only • A180 Road - 2 Skitter Beck Underline Bridge [Sheffield to Lincoln line, north of Immingham] 	<p>Network Rail have confirmed at Deadline 1 [REP1-097] [REP1-099], following review of the oCTMP [EN010149/APP/7.8], the Applicant has addressed their concern.</p> <p>The oCTMP was updated at Deadline 1 [REP1-062]</p> <p><i>"Network Rail have considered the oCTMP and can confirm that no specific mitigations are required, with the usual procedures for abnormal loads being sufficient. The Promoter has confirmed to Network Rail that "AIL movements will be subject to a formal application process prior to loads moving and that this is controlled by current AIL legislation and permitting, allowing Network Rail (and other infrastructure operators e.g. National Highways and Lincs Highways) a technical review and permitting process at that time."</i></p>	

Ref.	Description of Matter	Stakeholder Comment ³	Applicant's Response	Status
		Network Rail wishes to ensure that the Scheme will not have a detrimental impact on the Bridges or the operation of the Railway and that the safety of the Railway is maintained during the construction, operational and decommissioning phases of the Scheme.	<i>This has been agreed with National Highways." On this basis, Network Rail have no objection in relation to the traffic routing, provided normal procedures are followed."</i>	
5	Traffic & Transport	<p>The Outline Construction Traffic Management Plan highlights that there will be 7 AILs using recognised heavy load routes (HR144 and HR226) and sets out the proposed traffic increases for deliveries over the 4 year construction period. There is, however, no information currently provided in the OCTMP in relation to the operational or decommissioning phases.</p> <p>Network Rail wishes to ensure that the vehicle and HGV movements under or near the Bridges are undertaken safely at all times. Network Rail must be able to exercise adequate control over the use of the Bridges by the Applicant and its contractors to ensure that vehicle and HGV movements are properly regulated.</p> <p>The detail of the Outline Construction Traffic Management Plan is therefore being fully reviewed by its engineers to allow a more detailed response to be made and discussions undertaken with the Applicant.</p>	<p>Network Rail have confirmed at Deadline 1 [REP1-097] [REP1-099], following review of the oCTMP [EN010149/APP/7.8], the Applicant has addressed their concern.</p> <p>The oCTMP was updated at Deadline 1 [REP1-062]</p> <p>ES Volume 1, Chapter 14: Traffic and Transport [EN010149/APP/6.1.2] [AS-010] does not predict AIL movements required in operational or decommissioning stages.</p>	Agreed

Ref.	Description of Matter	Stakeholder Comment ³	Applicant's Response	Status
6	Protective Provision	<p>In order for Network Rail to be in a position to withdraw its objection Network Rail requires:</p> <p>(a) agreements with the Applicant that regulate:</p> <ul style="list-style-type: none"> (i) the manner in which rights over any railway property are acquired and the relevant works are carried out including terms which protect Network Rail's statutory undertaking and agreement that compulsory acquisition powers will not be exercised in relation to such land; and (ii) the carrying out of works in the vicinity of the operational railway network to safeguard Network Rail's statutory undertaking; (iii) the use of the Bridges by vehicular traffic; (iv) the liability of the Applicant for necessary repairs and upgrades to the Bridges as a result of its use by construction, operational and decommissioning 	<p>The Parties continue discussions for agreement of Protective Provisions and Framework Agreement.</p> <p>The draft DCO [EN010149/APP/3.1] will be updated at Deadline 3 to include Protective Provision wording, pending legal discussions on the final wording between the Parties.</p>	Under Discussion

Ref.	Description of Matter	Stakeholder Comment ³	Applicant's Response	Status
		<p>traffic associated with the Scheme, including terms which protect Network Rail's statutory undertaking; and</p> <p>(v) a safe system of work for regular and irregular large and/or slow moving vehicles.</p> <p>(b) the inclusion of protective provisions in the DCO for its benefit.</p>		
7	Protective Provision	<p>A draft of protective provisions for Network Rail has not been included in the draft of the Order, as the Promoter did not view this as necessary. Network Rail disagree and request that their standard version Protective Provisions should be included.</p> <p>Adjustments may subsequently be agreed with the Promoter and will require to be attached to the requested Framework Agreement when this is in final form.</p> <p>A draft Framework Agreement will be prepared and shared with the Applicant's solicitors and will require to be adjusted and agreed. Network Rail is hopeful that an agreement can be reached with the Applicant but until such time, to safeguard Network Rail's interests and the safety and integrity of the operational railway, Network Rail objects to the Order</p>	<p>The Parties continue discussions for agreement of Protective Provisions and Framework Agreement.</p> <p>The draft DCO [EN010149/APP/3.1] will be updated at Deadline 3 to include Protective Provision wording, , pending legal discussions on the final wording between the Parties.</p>	Under Discussion

Signatures

This statement of Common Ground is agreed upon:

On behalf of the Network Rail.

Name:

Signature:

Date:

On behalf of the Applicant

Name:

Signature:

Date:

DRAFT