



Fosse Green Energy

EN010154

8.12 Statement of Common Ground with
Network Rail

VOLUME

8

Planning Act 2008 (as amended)

Regulation 8(1)(e)

Infrastructure Planning (Examination Procedure)

Rules 2010

24 March 2026

Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010

Fosse Green Energy Development Consent Order 202[]

8.12 Statement of Common Ground with Network Rail

Regulation Reference	Regulation 8(1)(e)
Planning Inspectorate Scheme Reference	EN010154
Application Document Reference	EN010154/EXAM/8.12
Author	Fosse Green Energy Limited

Version	Date	Issue Purpose
Rev 1	24 March 2026	Deadline 3A



Table of Contents

1.	Statement of Common Ground Signatures	1
2.	Introduction	1
3.	Record of Engagement	4
4.	Matters agreed, not agreed or under discussion	6
	References	13

Tables

Table 3-1: Engagement between the Applicant and Network Rail	4
Table 4-1: Draft Development Consent Order	6

1. Statement of Common Ground Signatures

This Statement of Common Ground has been prepared and agreed by Fosse Green Energy Limited and Network Rail.

Signed on behalf of Fosse Green Energy Limited

Name: Lloyd Sandles

Position: Director

Date: 24/0

Signature

Signed on behalf of Network Rail by Addleshaw Goddard LLP

Date: 24 March 2026

Signature: *Addleshaw Goddard*

2. Introduction

2.1 Purpose of this document

- 2.1.1 This Statement of Common Ground (SoCG) relates to the application submitted to the Planning Inspectorate on 18 July 2025 (the Application) by Fosse Green Energy Limited (the Applicant) for a Development Consent Order (DCO) for the Fosse Green Energy solar project (the Proposed Development).
- 2.1.2 This SoCG has been prepared by the Applicant and Network Rail (together known as "the Parties") in respect of the Proposed Development.
- 2.1.3 This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the Parties and where agreement has not yet been reached. This SoCG will be revised and updated as appropriate and/or required by the ExA at relevant examination deadlines.
- 2.1.4 In particular, this SoCG focuses on Network Rail assets and protective provisions.
- 2.1.5 As set out in the procedural decision made by the ExA on 22 August 2025 **[PD-005]**, the ExA requires final and signed SoCGs to be submitted at the midpoint of examination. In line with the Examination Timetable set out at Annex A to the Rule 8 Letter **[PD-010]**, this is Deadline 3A (24 March 2026). In line with the Examination Timetable set out at Annex A to the Rule 8 Letter **[PD-010]**, this is Deadline 3A (24 March 2026). Further to this, the procedural decision dated 21 November 2025 **[PD-007]** includes Network Rail as a party with which the Applicant must enter into a SoCG.
- 2.1.6 Application document references are taken from the EN010154 – Fosse Green Energy Examination Library.

2.2 The Proposed Development

- 2.2.1 The Application is for the construction, operation (including maintenance), and decommissioning of a ground-mounted solar photovoltaic (PV) electricity generating station with a capacity exceeding 50 megawatts, with battery storage, onsite substation, and associated infrastructure to generate and export/import electricity. The associated development includes, but is not limited to, access provision, battery storage, underground cabling, areas of landscaping and biodiversity enhancement, and a 400 kV underground Grid Connection Cable to connect the Proposed Development to the national electricity transmission network.
- 2.2.2 The Proposed Development will provide a significant amount of renewable energy over its 60-year operational lifetime supporting resilience, security and affordability of electricity supplies. It would be a critical part of the national portfolio of renewable energy generation that is required to decarbonise the UK's energy supply quickly.
- 2.2.3 The Proposed Development will help meet the urgent need for this infrastructure to support "energy objectives, together with the national security,

economic, commercial, and net zero benefits” as set out in the Overarching National Policy Statement for energy (NPS EN-1) (Ref 1). As such it is infrastructure defined as being of critical national priority.

2.3 Parties to this Statement of Common Ground

- 2.3.1 The Applicant and Network Rail have been, and continue to be, in direct communication in respect of the Proposed Development.
- 2.3.2 Network Rail is a statutory undertaker and owns, operates and maintains the majority of the rail infrastructure of Great Britain. This equates to 20,000 miles of track, 30,000 bridges, tunnels and viaducts and thousands of signals, level crossings and stations. They manage 20 of the country’s largest stations.
- 2.3.3 The Applicant is a partnership between Windel Energy Limited and Recurrent Energy.
- 2.3.4 Founded in 2018, Windel Energy is a privately held company dedicated to driving the transition towards a sustainable future. Specialising in the origination, development and integration of renewable energy projects and low-carbon disruptive technologies, Windel Energy is at the forefront of clean energy innovation.
- 2.3.5 With a portfolio exceeding 5 gigawatts (GWp) of renewable power in various stages of development, Windel’s team of talented professionals bring a deep understanding and high level of expertise in land viability, electricity networks, planning (Town and Country Planning Act 1990, Developments of National Significance) and consenting for Nationally Significant Infrastructure Projects, legal processes and construction feasibility.
- 2.3.6 Windel Energy adopt a long-term ownership approach, ensuring the efficient operation and management of renewable assets. Leveraging an extensive network of relationships, institutional grade infrastructure and in-house industry expertise, Windel is committed to delivering impactful and enduring energy solutions.
- 2.3.7 Recurrent Energy, a subsidiary of Canadian Solar Inc, is one of the world's largest and most geographically diversified utility-scale solar and energy storage project development, ownership, and operations platforms. With an industry-leading team of in-house energy experts, Recurrent Energy serves as Canadian Solar’s global development and power services business.
- 2.3.8 To date, Recurrent Energy has successfully developed, built, and connected 12 GWp of solar projects and more than 5 GWh of energy storage projects across six continents. As of September 30, 2025, its global pipeline includes approximately 23 GWp of solar power and 73 GWh of energy storage capacity. The company also has over 14 GW of solar and energy storage projects under operations and maintenance (O&M) contracts.

2.4 Terminology

- 2.4.1 In the tables in Section 3 of this SoCG, ‘Matters agreed, not agreed or under discussion’ are categorised as follows:

- a. "Agreed" (green) indicates where the issue has been resolved;
- b. "Not Agreed" (red) indicates a final position that a matter cannot be agreed; and
- c. "Under discussion" (amber) indicates where these points will be the subject of ongoing discussion wherever possible to resolve, or refine, the extent of disagreement between the parties.

3. Record of Engagement

3.1 Summary of consultation

3.1.1 A summary of the meetings and correspondence that has occurred between the Applicant and Network Rail is set out in **Table 3-1**.

Table 3-1: Engagement between the Applicant and Network Rail

Date	Form of Correspondence	Details
02/12/2024	Sections 42(d) and 44 of the Planning Act 2008 response	Network Rail commented that the Proposed Development could potentially affect Network Rail assets and/or land interests. Network Rail's comments included details of its role as statutory undertaker, the potential impact of development on its infrastructure and the need for appropriate investigation and mitigation.
09/12/2024 – 24/11/2025	Emails	Correspondence between the Applicant's legal representatives and Network Rail's legal representatives discussing whether there is a need for or instructions from NR to include protective provisions
27/10/2025	Relevant Representation	Representation from Network Rail Infrastructure Limited (Network Rail) submitted to the Planning Inspectorate including template protective provisions at Appendix 1 of [RR-205]
29/10/2025	Email	From Applicant's representative chasing update from NR on legal points in order to progress matters.
07/11/2025	Email	From Applicant's legal representative chasing further comments and active engagement from NR.
27/11/2025	Email	From NR's legal representative attaching template protective provisions and requesting undertaking for costs for the provision of a framework agreement, together with internal NR surveyor fees.
22/12/2025	Email / Letter	The Applicant issued the first Draft Statement of Common Ground to NR's buried services team for comment.
31/12/2025	Email	From NR's buried services team to the Applicant (copying in NR's Eastern Asset Protection team) seeking to re-direct the Statement of Common Ground internally to the correct NR team.
19/01/2026	Email / Letter	Network Rail provided a version of the Statement of Common Ground issued in December 2025 with comments.
19/01/2026	Email	From NR's legal representative chasing undertaking for negotiation of framework agreement and protective provisions.

19/01/2026	Email	From Applicant's legal representative setting out the position in relation to NR's rights in the Order limits and suggesting that, since there is no operative railway infrastructure in the relevant plots (13/3 and 13/6) or the surrounding area, NR's land interests can be protected by way of a land agreement rather than a framework agreement and protective provisions.
20/01/2026	Email	Response from NR's legal adviser reiterating need for a framework agreement and PPs, flagging that there may be other historic rights within the Order limits, and that NR is investigating indirect impacts of the Proposed Development.
28/01/2026	Email	Follow-up email from Applicant's legal representative regarding the suggestion of a land agreement.
30/01/2026	Email	From NR's legal adviser re-stating the position that a framework agreement and protective provisions are required.
05/02/2026	Email	Response from Applicant's legal adviser making clear that the Applicant is intending to take a proportionate approach to interactions with railway interests and to provide protections to infrastructure where there is actual infrastructure in place, which does not appear to be the case here. The Applicant is willing to provide protections to NRs land interests but does not believe it is necessary to provide protection to infrastructure that does not exist.
17/02/2026	Email	Follow up email from Applicant's legal adviser to NR requesting response to the above and providing a copy of correspondence regarding the SoCG received from NR's buried services team on 31/12/2025 referred to above.
20/02/2026	Email	Response from NR legal adviser requesting an additional signal signing report and further information in relation to the construction travel route for the scheme.
06/03/2026	Email	Response from Applicant's legal adviser acknowledging the above and clarifying details requested.

4. Matters agreed, not agreed or under discussion

4.1 Draft Development Consent Order

Table 4-1: Draft Development Consent Order

Reference	Description of Matter	Network Rail Position	Applicant Position	Status
4.1.1	Authority and powers sought in the draft Order	<p>The Promoter seeks authority and powers in the draft Order to extinguish the following rights owned by NR as part of its statutory undertaking:</p> <ol style="list-style-type: none"> 1. Rights in respect of restrictive covenants and easements contained in a Conveyance dated 22 November 1977 - Permanent acquisition of new rights over approximately 1149 square metres of woodland and dismantled railway, south of Hill Rise, Coleby, Lincoln (LL401053 - Absolute Freehold) (Plot 13/3); and 2. Rights in respect of rights to access contained in a Conveyance dated 24 November 1977 - Permanent acquisition of new rights over approximately 44648 square metres of agricultural land, woodland, dismantled railway, hedgerow and drain, north of Castle Lane, Coleby, Lincoln 	<p>The Applicant does not believe there are any interactions with Network Rail infrastructure, however while waiting for confirmation from Network Rail, the Applicant continues to engage with Network Rail and awaits any clarifications on accommodation rights. The Applicant believes that the only rights afforded to Network Rail within the Proposed Development are historic in nature and relate to infrastructure that has since been removed.</p> <p>The Applicant is willing to enter into an agreement with Network Rail to protect such historic rights but does not believe it is proportionate to provide protective provisions and enter into a framework agreement with Network Rail in addition to this, given the apparent lack of railway infrastructure within the Order Limits.</p>	Under Discussion



Reference	Description of Matter	Network Rail Position	Applicant Position	Status
		<p>(LL290350 - Absolute Freehold) (Plot 13/6).</p> <p>From preliminary reviews, the above rights appear to relate to accommodation rights owed to unknown third-party beneficiaries, as such any extinguishment, interference and/or suspension of these rights could negatively impact Network Rail's ability to comply with such obligations to maintain the accommodation works.</p> <p>The Protective Provisions proposed by NR ensure that the DCO consent contains the required protection for the purposes of maintaining these rights to carry out accommodation works. Omitting the Protective Provisions from the DCO enables the Applicant to extinguish, suspend and/or interfere with these rights owned by NR for the purposes of its statutory undertaking.</p> <p>NR is willing to consider a land agreement as proposed by the Applicant but it has not received anything to review to date. The Protective Provisions ensure that the</p>	<p>If the principle of a land agreement is accepted by Network Rail, the Applicant will include mutual covenants to protect Network Rail's existing rights in Plots 13/3 and 13/6 and allow reasonable access to those Plots in the event the Plots are acquired by voluntary agreement with the freehold owner, or using the Applicant's compulsory acquisition/temporary possession powers.</p>	

Reference	Description of Matter	Network Rail Position	Applicant Position	Status
		<p>necessary protections are in place regardless of whether or not a form of land agreement can be agreed between the parties.</p>		
4.1.2	Objection and safety	<p>As the Promoter proposes to compulsorily acquire new rights over land in which Network Rail has rights, and the Promoter extinguish, suspend or otherwise interfere with such rights, Network Rail needs to maintain its objection until it has secured legal protections to ensure that the Applicant does not extinguish, suspend or otherwise interfere with its ability to carry out the accommodation works, otherwise this would prevent NR from carrying on its statutory undertaking.</p>	<p>The Applicant acknowledges the objection to the proposed acquisition of land and rights in their current form whilst noting that the Network Rail asset in question is a decommissioned railway and that any detriment to Network Rail's statutory undertaking would relate to historic rights over land rather than to the safe and efficient operation of the railway.</p> <p>The Applicant has asked Network Rail to provide details of any additional historic rights Network Rail considers should be taken into consideration. While waiting for confirmation from Network Rail, the Applicant will continue to proceed on the basis that the only Network Rail rights that may be affected by the Proposed Development are historic and that co-existence of those rights with the Applicant's new rights will not pose any risk</p>	Under Discussion

Reference	Description of Matter	Network Rail Position	Applicant Position	Status
			<p>to the operational railway or to Network Rail's statutory undertaking.</p> <p>In view of the apparent lack of railway infrastructure within the Order Limits, the Applicant has proposed to Network Rail that the parties enter into a land agreement to protect Network Rail's historic rights rather than negotiating protective provisions and entering into a framework agreement. Suggested mutual covenants to be included in the proposed land agreement are set out at 3.1.1 above.</p>	
4.1.3	Protective Provisions	<p>In order for Network Rail to be in a position to withdraw its objection Network Rail will require:</p> <ol style="list-style-type: none"> 1. adequate protective provisions to be included within the Order (and for the avoidance of doubt Network Rail require these Protective Provisions to be in the form set out at Appendix 1 to the Relevant Representation); and 2. an agreement with the Promoter to ensure that the new rights sought are exercised in regulated manner to prevent 	Please see the responses given at 3.1.1 and 3.1.2 which also apply to this response.	Under Discussion

Reference	Description of Matter	Network Rail Position	Applicant Position	Status
		adverse impacts to Network Rail’s ability to comply with its liabilities and obligations.		
4.1.4	Glint and glare	Network Rail technical teams have confirmed that responses are acceptable and they can close out comments relating to glint and glare. This is also on the basis that the vegetation providing the blocking is not stripped back/felled.	It should be noted that the railway line referred to (the Lincoln to Nottingham line) is not located within the northern portion of the Order limits – it is located approximately 500m to the north-west of the Order Limits at its closest point. ES Appendix 14-D Glint and Glare Assessment Report Part 1 [REP1-027] presents the glint and glare assessment. This report has considered impacts on rail lines at 20 modelled rail receptors. As noted at paragraph 4.24 of Appendix 14-D Glint and Glare Assessment Report Part 1 [REP1-027], the “ <i>Rail driver’s eye level was assumed to be 2.75m above the rail for signal signing purposes and therefore this is the height used for assessment purposes</i> ” – as such, the modelled/assessed height of rail receptors inherently considers potential impacts upon the signal sighting by rail drivers. Seven rail receptors were screened out as they are located within the no reflection zones. Geometric analysis was conducted at the	Agreed

Reference	Description of Matter	Network Rail Position	Applicant Position	Status
			<p>remaining 13 locations. The assessment shows solar reflections are theoretically possible at all 13 rail receptors assessed within the 1km study area – see receptor locations illustrated in Figure 3 of Appendix A of Appendix 14-D Glint and Glare Assessment Report Part 1 [REP1-027]. The initial bald-earth scenario (assuming none of the existing vegetation exists) identified potential impacts as High at five receptors and Low at eight receptors. Upon reviewing the actual visibility of the receptors, taking into account gradient, vegetation and structures, glint and glare impacts are reduced to None for all rail receptors. Therefore, overall impacts on rail receptors are considered to be None in the report.</p>	
4.1.5	Construction traffic	<p>Whilst the Applicant’s comments do not explicitly answer our questions, NR appreciate that the Applicant will have to engage with National Highways for transporting these abnormal loads. NR’s abnormal loads team has previously advised that developments involving AILs, will engage with National Highways and they will consult on bridges/level crossings.</p>	<p>Figure 13-5 Abnormal Indivisible Load Routing [AS-073] shows the anticipated abnormal indivisible load (AIL) routing to the Site. The transformers are explicitly mentioned because these components (for the Onsite Substation) definitely require AILs for the purposes of constructing the solar farm. Other above-ground</p>	Agreed

Reference	Description of Matter	Network Rail Position	Applicant Position	Status
		In this case, NR is content to close out its comments on this matter.	<p>components will not require AILs, however the buried export cable circuit may require AIL for the cable drums, in which case the route is as shown on this drawing.</p> <p>The position with regard to AILs is stated in Chapter 3 The Proposed Development of the ES [REP1-015], which describes that it is anticipated that there would be two to three AIL deliveries in total to deliver the transformers for the Onsite Substation, and possibly also the 400kV cable drum.</p>	
4.1.6	Impacts on a bridge structure	Further investigation into this point has established that this bridge was in a list of assets that, following the privatisation of British Rail, passed to BRB (Residuary) Limited who were thereafter responsible for its maintenance etc. We believe following the abolition of BRB (Residuary) Ltd, ownership passed to National Highways. As such, it would be for National Highways to comment on whether they require any protective provisions in respect of this structure	The Applicant is awaiting further details from Network Rail in relation to this.	Agreed

References

- Ref 1 Department for Energy Security & Net Zero (2025). Overarching National Policy Statement for Energy (EN-1). Available at: [Overarching National Policy Statement for Energy \(EN-1\) – December 2025](#)