

YG-DCO-092

Yorkshire Green Energy Enablement (GREEN) Project

Volume 5

Document 5.2.19 Environmental Statement Errata Document

Final Issue A

April 2023

Planning Inspectorate Reference: EN020024

Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 Regulation 5(2)(a)

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Volume 5

Document control

Version History

Date	Version	Status	Description / Changes
05/04/2023	A	Final	First Issue

1. ES errata and amendments

1.1 Introduction

- 1.1.1 This document (**Document 5.2.19**) has been prepared and submitted at Deadline 1 (05 April 2023) to detail errata in and amendments (including updates) to the Environmental Statement (ES) for the Yorkshire Green Energy Enablement (GREEN) Project (referred to as Yorkshire GREEN or the Project), which was submitted as part of the DCO application on 15 November 2022.
- 1.1.2 It details errata and omissions within the ES identified throughout the Examination to date and provides corrections as necessary. These are set out in **Table 2.1**.
- 1.1.3 Any subsequent errata and omissions identified will be included in updates to this Document and submitted at subsequent deadlines during the examination phase.

2. Schedule of Errata and Amendments

Table 2.1 – Schedule of Errata and Amendments

DCO Document Reference	Amendment/Clarification	Reason
APP-133 (Document 5.3.8H), ES Appendix 8H Bat Survey Report	Paragraph 2.3.43 is amended to read: <i>“The survey work is technically reviewed by a Technical Director who has over 15 years’ experience in ecological consultancy (NE Bat Class 2 Licence registration no. 2015-15031-CLS-CLS), with surveys assisted by suitably qualified and experienced ecologists which ensures that the quality, consistency and accuracy of the of the bat survey work and PRA classification process is maintained.”</i>	Licence registration number included in paragraph 2.3.43 of Appendix 8H Bat Survey Report (Document 5.3.8H [APP-133]) was incorrect.
APP-095 (Document 5.3.3B), ES Appendix 3B, Code of Construction Practice	Paragraph 3.4.4 is amended to read: ... <i>“Access methods for this work have been agreed with Historic England and are set out in ES Appendix 7G Technical Note for Scheduled Monument at Lead (ES Appendix 5.3.7G, Volume 5, Document 5.3.7G). The use of trackway must be adhered to unless otherwise agreed in writing with Historic England.”</i>	Appendix name and reference number included in paragraph 3.4.4 of Appendix 3B Code of Construction Practice (Document 5.3.3B [APP-095]) was incorrect. The correct appendix name and number is now provided. This will be incorporated into an update to the Code of Construction Practice (Document 5.3.3B) [APP-095] at a future deadline as it is secured under Requirement 5 and is a certified document under Article 48 of the draft DCO (Document 3.1(B)) [AS-011] .

DCO Document Reference	Amendment/Clarification	Reason
<p>APP-095 (Document 5.3.3B), ES Appendix 3B Code of Construction Practice</p>	<p>Row HE03 of Table 3.3 is amended to read: <i>“Trackway to be installed as per the mitigation set out in Section 2.4 in ES Appendix 7G Technical Note for Scheduled Monument at Lead (ES Appendix 5.3.7G, Volume 5, Document 5.3.7G).”</i></p>	<p>Appendix description, name and reference number included in row HE03 of Table 3.3 Historic environment good construction practice measures, of Appendix 3B Code of Construction Practice (Document 5.3.3B [APP-095]) was incorrect. The correct description, name and reference number is provided.</p> <p>This will be incorporated into an update to the Code of Construction Practice (Document 5.3.3B) [APP-095] at a future deadline as it is secured under Requirement 5 and is a certified document under Article 48 of the draft DCO (Document 3.1(B)) [AS-011].</p>
<p>APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual</p>	<p>Paragraph 6.5.68 is amended: <i>“Isolated dwellings that are located within approximately 500m of the Project comprise Monk Fryston Lodge, bungalow and farmhouse, to the north-east of the proposed substation. Dwellings at Pollums House Farm lie to the north of the 275kV XC overhead line realignment.”</i> is amended to read <i>“Isolated dwellings that are located within approximately 500m of the Project comprise Monk Fryston Lodge, bungalow and farmhouse, to the north-east of the proposed substation. Dwellings at Pollums House Farm lie to the north of the 275kV XC overhead line realignment. In addition, a traveller's encampment is present south of the A63 and east of the A1(M),</i></p>	<p>Text corrected to reflect Environmental Statement Addendum, (Document 5.2.20).</p>

DCO Document Reference	Amendment/Clarification	Reason
	<i>beneath and east of the 275kV XC overhead line realignment"</i>	
APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual	Paragraph 6.10.35 (effects on views from receptors on the southern edge of Moor Monkton during Operation Year 0) to be deleted.	To remove repetition. Effects at Operation Year 0 on residents of Moor Monkton These are described more fully in paragraph 6.10.26.
APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual	Paragraph 6.10.69 (effects during construction on views from Stripe Lane) is amended. <i>"The magnitude of change would be Low with a Minor Adverse effect that would be Not Significant"</i> is amended to read <i>"The magnitude of change would be Low with a Moderate Adverse effect that would be Significant"</i> .	Text inconsistent with wider document. Amended wording ensures consistency with the Summary Table 6.17 (currently labelled 6.16) in Chapter 6 (Document 5.2.6, [APP-078] and ES Appendix 6G: Visual Receptor Assessment, Document 5.3.6G, [APP-114] which summarises that construction effects on this receptor during construction would be significant. Therefore there are no changes in the assessment with regards to significance of effects.
APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual	Paragraph 6.11.8 (effects on views from High Moor Farm during construction) to be deleted.	To remove repetition. Effects from construction on views from residents of High Moor Farm are described in paragraph 6.11.12.
APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual	Paragraph 6.11.15: <i>"High Moor Farm"</i> is amended to <i>"residents of High Moor Grange Farm"</i> .	To correct name of receptor.

DCO Document Reference	Amendment/Clarification	Reason
<p>APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual</p>	<p>Paragraph 6.12.5 is amended: <i>“All residential receptors scoped into this assessment have been assessed to have a High sensitivity”</i> is amended to read <i>“All residential receptors scoped into this assessment have been assessed to have a High sensitivity, with the exception of The Traveller Encampment where the sensitivity is assessed to be Medium.”</i></p>	<p>Text corrected to reflect Environmental Statement Addendum (Document 5.2.20).</p>
<p>APP-079 (Document 5.2.6), ES Chapter 6: Landscape and Visual</p>	<p>Table 6.9 is amended to include: <i>“Travellers Encampment”</i> as a residential visual receptor within Monk Fryston Substation Area (Section F).’</p>	<p>Text corrected to reflect Environmental Statement Addendum (Document 5.2.20).</p>
<p>APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual</p>	<p>Table 6.16 (page 117 – ‘Residents of Moor Monkton’)</p> <p>Table 6.16 is incorrectly numbered and is amended to Table 6.17.</p> <p>For ‘operation Year 0 and 15’, this currently states <i>“Major/Moderate Beneficial to Moderate Adverse and locally Significant”</i></p> <p>This is amended to: <i>“Major/Moderate Beneficial and locally Significant to Moderate Adverse and Not Significant”</i> to summarise the conclusions in Paragraph 6.10.26</p>	<p>Table reference is incorrect. Text inconsistent with ES Chapter 6: Landscape and Visual (Document 5.2.6, [APP-078] (paragraph 6.10.26). There are no changes in the assessment with regards to significance of effects.</p>

DCO Document Reference	Amendment/Clarification	Reason
<p>APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual</p>	<p>Summary Table 6.16 (amended to Table 6.17), page 115.</p> <p>The Moderate Adverse Effect at Operation Year 0 and Year 15 for the Ouse Floodplain Local Landscape Character Area is amended from “<i>Not Significant</i>” to “<i>Significant</i>” to be consistent with text in the remainder of Chapter 6: Landscape and Visual (Document 5.2.6, [APP-078]) and Appendix 6F: Landscape Character Receptor Assessment, Document 5.3.6F, [APP-113].</p>	<p>Table reference is incorrect. Text inconsistent with ES Chapter 6: Landscape and Visual (Document 5.2.6, [APP-078]) and Appendix 6F: Landscape Character Receptor Assessment, (Document 5.3.6F, [APP-113]).</p> <p>There are no changes in the assessment with regards to significance of effects.</p>
<p>APP-078 (Document 5.2.6), ES Chapter 6: Landscape and Visual</p>	<p>Summary Table 6.16 (amended to Table 6.17), page 125.</p> <p>The effects experienced by residents of High Moor Farm for all three phases of the Project (Construction, Operation Year 0 and Operation Year 15) are amended. Maximum magnitude of change is amended from “<i>Low</i>” to “<i>very low</i>” and effects are amended from “<i>Moderate Adverse and Not Significant</i>” to “<i>Minor Adverse and Not Significant.</i>”</p>	<p>Table reference is incorrect. Text inconsistent with ES Chapter 6: Landscape and Visual (Document 5.2.6, [APP-078]) (paragraphs 6.11.12, 6.11.16 and 6.11.19).</p>
<p>APP-114 (Document 5.3.6G), ES Appendix 6G: Visual Receptor Assessment</p>	<p>Table 6G.8 (Residents of Moor Monkton):</p> <p>The wording in the ‘Effect and Significance’ column for the assessment of effects for ‘operation year 0’ and ‘operation year 15’ assessments is amended from “<i>Major/ Moderate Beneficial and Significant to Moderate Adverse and Significant to No Effect</i>” to “<i>Major/Moderate</i></p>	<p>Text inconsistent with ES Chapter 6: Landscape and Visual (paragraph 6.10.26, Document 5.2.6, [APP-078]).</p> <p>There are no changes in the assessment with regards to significance of effects.</p>

DCO Document Reference	Amendment/Clarification	Reason
	<i>Beneficial and Significant to Moderate Adverse and Not Significant to No Effect</i> ".	
APP-114 (Document 5.3.6G), ES Appendix 6G: Visual Receptor Assessment	<p>Table 6G.19 (Residents of Agricola)</p> <p>The wording in the 'Magnitude' and 'Effect and Significance' columns for the assessment of effects for 'operation year 0' and 'operation year 15' assessments is amended as follows:</p> <p>Magnitude: Amended from "Low" to "Very Low". Effect and Significance: Amended from "<i>Moderate Adverse and Not Significant</i>" to "<i>Minor Adverse and Not Significant</i>".</p>	Text inconsistent with ES Chapter 6: Landscape and Visual (para 6.10.33, Document 5.2.6, [APP-078]).
APP-114 (Document 5.3.6G), ES Appendix 6G: Visual Receptor Assessment	<p>Table 6G.70 (Recreational receptors: PRow along Chantry Lane and Old London Road).</p> <p>The wording in the 'Magnitude' and 'Effect and Significance' columns for the assessment of effects for 'operation year 0' and 'operation year 15' assessments is amended as follows:</p> <p>Magnitude: Amended from "Very Low to No Change" to "Low" Effect and Significance: Amended from "<i>Minor Adverse and Not Significant to No Effect</i>" to "<i>Moderate Adverse and Not Significant</i>".</p>	Text inconsistent with ES Chapter 6: Landscape and Visual (para 6.11.29, Document 5.2.6, [APP-078]).

DCO Document Reference	Amendment/Clarification	Reason
APP-072 (Document 5.1), ES Non Technical Summary	Paragraph 5.3.8 is amended: “At Section F: Monk Fryston residents of the farmhouse east of Monk Fryston Lodge and Pollums House Farm would experience significant effects. Those travelling along Rawfield Lane and the A63 would also experience localised significant effects.” is amended to read “At Section F: Monk Fryston residents of the farmhouse east of Monk Fryston Lodge, Pollums House Farm and the Traveller Encampment would experience significant effects. Those travelling along Rawfield Lane and the A63 would also experience localised significant effects.”	Text corrected to reflect Environmental Statement Addendum, (Document 5.2.20) .
APP-087 (Document 5.2.15), ES Chapter 15 Health and Wellbeing	Paragraph 15.9.31: An additional bullet point ‘Traveller Encampment’ is added to recognise that this is a receptor which would experience significant adverse visual effects during construction.	Text corrected to reflect Environmental Statement Addendum, (Document 5.2.20) .
APP-074 (Document 5.2.2), ES Chapter 2: Need and Alternatives	Para 2.7.10: Reference to Holford Rules supplementary note is incorrect and text is amended to refer to note 1 not note 3.	To correct reference which was incorrectly stated in paragraph 2.7.10.
APP-188 (Document 5.4.12), ES Chapter 12 Traffic and Transport Figures	Figure 12.4: Public Right of Way references are incorrect and amended as follows: Amended 35.59/31/1 to 35.59/13/1 Amended 25.33/6/7 to 35.33/6/7	To correct reference incorrectly stated on Figure 12.4.

DCO Document Reference	Amendment/Clarification	Reason
APP-100 (Document 5.3.3G), ES Appendix 3G Public Rights of Way Management Plan	Table 2.1: Public Right of Way references are incorrect and amended as follows: Amended 35.59/31/1 to 35.59/13/1 Amended 25.33/6/7 to 35.33/6/7 Amended 15.95/5.3 to 15.95/5/3	To correct reference which was incorrectly stated in Table 2.1. This will be incorporated into an update to the Public Rights of Way Management Plan (Document 5.3.3G) [APP-100] at a future deadline as it is secured under Requirement 5 and is a certified document under Article 48 of the draft DCO (Document 3.1(B)) [AS-011] .
APP-100 (Document 5.3.3G), ES Appendix 3G Public Rights of Way Management Plan	Table 3.1: Public Right of Way references are incorrect and amended as follows: Amended 35.95/31/1 to 35.59/13/1	To correct reference which was incorrectly stated in Table 3.1. This will be incorporated into an update to the Public Rights of Way Management Plan (Document 5.3.3G) [APP-100] at a future deadline as it is secured under Requirement 5 and is a certified document under Article 48 of the draft DCO (Document 3.1(B)) [AS-011] .
APP-099 (Document 5.3.3F), ES Appendix 3F Construction Traffic Management Plan	Table 3.2: Access point AP36 is incorrectly identified as “major” in access category and is amended to “minor” in access category.	To correct classification which was incorrectly stated in Table 3.2. This will be incorporated into an update to the Construction Traffic Management Plan (Document 5.3.3F) [APP-099] at a future deadline as it is secured under Requirement 5 and is a certified document under Article 48 of the draft DCO (Document 3.1(B)) [AS-011] .

DCO Document Reference	Amendment/Clarification	Reason
<p>APP-134 (Document 5.3.8I), ES Appendix 8I: GCN District Level Licensing Impact assessment and Conservation Payment Certificate</p>	<p>The Conservation Payment Certification has now been signed and is provided as Appendix A to this document (Document 5.2.19).</p> <p>This replaces the previous certificate provided as part of the application in ES Appendix 8I: GCN District Level Licensing Impact assessment and Conservation Payment Certificate (Document 5.3.8I) [APP-134] which has now been signed by both parties.</p>	<p>Natural England and National Grid have signed the Conservation Payment Certification.</p>

Appendix A GCN District Level Licensing Impact assessment and Conservation Payment Certificate



Great Crested Newt District Level Licensing Impact Assessment & Conservation Payment Certificate



The appropriate authority shall not grant a licence under Regulation 55(9)(b) unless they are satisfied that actions authorised will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range.

This Certificate is provisional once all information required in sections 1, 2, 3 and 4 has been inserted by Natural England and it has been issued to the Applicant. A provisional Certificate shall be given the date inserted by Natural England in section 4. A Certificate remains provisional until:

- It has been signed and dated by the Applicant in section 6; and
- Natural England’s administration fee and (if applicable) the 1st Stage Conservation Payment has/have been paid; and
- It has been signed and dated on behalf of Natural England in section 8.

At which point this Certificate shall be complete and effective and shall be given the date on which it is signed by Natural England in section 8.

A provisional Certificate that determines that a 1st Stage Conservation Payment is required will lapse after 6 weeks from the date given in section 4. Lapse date: 15/12/2022

A provisional Certificate that determines that a 1st Stage Conservation Payment is not required will lapse after 3 months from the date given in section 4. Lapse date:

1. Application Details

Name of Applicant: (and company number where relevant) “the Applicant”	National Grid
Site name / address: “the Site”	Yorkshire Green - Linear OHL Scheme
Grid reference for site: 10 figure reference from the centre of the site	SE 58331 59651 - SE 49275 28627
District Level Great Crested Newt Licensing Enquiry number:	DLL-ENQ-NEYK-00023
Date District Level Great Crested Newt Licensing Enquiry Form received:	03/11/2022

2. Impact assessment

Has the impact assessment been conducted?

Yes

No

If no, please explain why not

i.e. re-submission due to FIR, scheme has not changed

Total number of ponds within proposed site boundary

1 (single pond to be impacted)

Total number of ponds within 250m buffer around the proposed site boundary

154

Expected total number of ponds lost

All ponds within the red line boundary are considered lost. Impacts on ponds outside of the red line boundary, up to 250m from the proposed site, are considered proportionally.

4.8

3. Compensation

Has the required level of compensation been calculated?

Yes

No

If no, please explain why not:

Re-submission due to FIR, scheme has not changed

Has the Applicant supplied survey information?

Yes

No

If not, which risk zone does the development lie in:
Green / Amber / Red

Amber and Green zones. Survey data for single pond on site to be impacted taken into account for Impact Assessment

Pond compensation ratio:

Dependent upon the risk zone, the availability of survey information, or whether all impacts are temporary

Amber 2:1, Green 1:1

Number of compensation ponds required:

Expected total number of ponds lost x pond compensation ratio

9.35

Time-lag multiplier of 1.1 required?

Time lag multiplier applied for the interval between pond creation and / or restoration and the date on which the Enquiry is made to Natural England

Yes, as ponds are less than a year old

Total number of compensation ponds required with time-lag multiplier:

If yes, please detail the cost summary for each pond

10.285

Is a 1st Stage Conservation Payment required?

A 1st Stage Conservation Payment is required if the total number of compensation ponds required is 3 or more than 3

Yes

No

4. Administration Fee and Conservation Payment

4.1 Natural England charges a non-refundable Administration Fee of £570 + VAT for the production of a provisional Impact Assessment and Conservation Payment Certificate. An invoice for this fee will be issued at the point of production of the provisional Impact Assessment and Conservation Payment Certificate, payable within 28 days of issue.

- 4.2 Applicants must also make a Conservation Payment to Natural England, to allow Natural England to pay for the creation and maintenance of sufficient new great crested newt habitat to compensate for the impacts of the Applicant's proposals for 25 years.
- 4.3 If the total number of compensation ponds required is 3 or more the Conservation Payment shall be split into two staged payments: a 1st Stage Conservation Payment and a 2nd Stage Conservation Payment.
- 4.4 An Applicant who is not required to make staged payments will be issued with a VAT-inclusive invoice for the Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.
- 4.5 An Applicant who is required to make a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for that payment once it has signed the provisional Impact Assessment and Conservation Payment Certificate at section 6, below, and returned it to Natural England. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10 below. When an Applicant is required to make a 1st Stage Payment Natural England will not complete the Impact Assessment and Conservation Payment Certificate by signing and dating it at section 8 until that payment has been made.
- 4.6 An Applicant who has made a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for the 2nd Stage Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.
- 4.7 Except for householder home improvement projects or where planning permission has been received following a householder planning application a further non-refundable fee of £690 will be charged at the point of issue of any subsequent licence under reg. 55 of the Conservation of Habitats and Species Regulations 2017, payable within 28 days of issue.

Has the Conservation Payment for the required amount of compensation been calculated in accordance with standard procedure?

Yes

No

If no, please provide details:

Linear schemes and temporary impacts approaches have been applied

Basis of calculation of Conservation Payment:

10.285 compensatory ponds required at £ 15,850 each = £ 163,017.25 plus VAT = total £ 195,620.70

See 4.2 to 4.6, above

If a 1st Stage Conservation Payment is required, the Conservation Payment shall be split as follows:

1st Stage Conservation Payment: £43,197.00 plus VAT = total £ 51,836.40 See 4.5, above

2nd Stage Conservation Payment: £ 119,820.25 plus VAT = total £ 143,784.30 See 4.6, above

Plus:

Administration fee for Impact Assessment and Conservation Payment Certificate £570 plus VAT = total £684 See 4.1, above

Fee payable on the issue of a licence £690 (no VAT) See 4.7, above

Date: 03/11/2022 See clause 5.11, below

A breakdown of the Conservation Payment per pond is given at Annex 2.

The Conservation Payment must be made in full before a licence under regulation 55 of the Conservation of Species and Habitats Regulations 2017 may authorise activities that would otherwise breach Regulation 43 of those regulations.

5. Further Important Information

- 5.1 It is the duty of the Applicant to inform Natural England if the extent of the land affected by the proposed development is not exactly as shown on the Plan attached as Annex 3 to this Certificate or if it alters at any time after the date of this Certificate. An offence may be committed if incorrect information is submitted to Natural England in the course of the licensing process.
- 5.2 Natural England shall be entitled to terminate this Certificate if information subsequently received causes it to reasonably conclude that the impacts on great crested newts, or the required level of compensation, of/for the Applicant's proposals on the Site have been under-stated in this Certificate. Before terminating this Certificate Natural England shall give the Applicant reasonable notice of its intentions and the opportunity to make a written representation against withdrawal.
- 5.3 This Certificate relates only to the development described in this form and not to any associated or enabling development.
- 5.4 Natural England's assessment of the total number of ponds to be lost at the Site is informed by the information provided by the Applicant in its Enquiry Form. However, where an Applicant has not provided up to date survey data Natural England determines the number of ponds to be lost at the Site from its own information. In all cases Natural England retains discretion in assessing the number of ponds to be lost as a result of the Applicant's proposals at the Site and its decision shall be conclusive.
- 5.5 This Certificate is not a licence granted under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (henceforth "the 2017 Regulations") and is not a confirmation or warranty that such a licence will subsequently be granted.ⁱ Natural England excludes all warranties and representations in so far as the law permits.
- 5.6 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations any such licence will be subject to the conditions therein set out, which may include (but not be limited to) conditions that activities may not be commenced until the Applicant has paid the Conservation Payment in the amount and manner set out herein and that activities may not be commenced until compensatory works have reached a specified stage of completion.
- 5.7 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations Natural England agrees to use and hold Conservation Payment monies payable by and received from the Applicant for the purposes and period of time set out in Annex 2 to this Certificate. Any surpluses properly arising after 25 years from the date of the grant of a licence shall be retained and used by Natural England for the purposes of enhancing the conservation status of great crested newts in England.
- 5.8 If the Applicant's proposals at the Site are refused planning permission or other essential regulatory consent (including a licence to the Applicant under reg. 55 of the 2017 Regulations) any Conservation Payment(s) made by the Applicant to Natural England pursuant to this Certificate will be repaid in full.
- 5.9 If following the receipt of planning permission and/or all other essential regulatory consents but prior to the commencement of any works on the Site that could kill or disturb great crested newts or damage or destroy their habitat the Applicant confirms in writing to Natural England that it no longer wishes to proceed with its proposals on the Site any 1st Stage Conservation Payment already made shall be forfeit and any 2nd Stage Conservation Payment already made will be repaid subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. An Applicant who was not required to make staged payments will be repaid any Conservation Payment already made subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.
- 5.10 If the Applicant only carries out part of the development on the Site and has less impact than that assessed at part 2 of this Certificate it shall be entitled to request Natural England to recalculate the Conservation Payment. Such request shall be in writing and shall contain all the information necessary to allow Natural England to assess the impact of the modified development. If the recalculated Conservation Payment is lower than the Conservation Payment(s) already paid the Applicant shall be entitled to reimbursement of the difference on the following basis: a 1st Stage Payment shall be forfeit; the balance may be repaid from a 2nd Stage Payment subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of the request to recalculate; an Applicant who was not required to make staged payments will be repaid the difference subject to the deduction of such costs as have reasonably been incurred

by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written request. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.

- 5.11 Once signed and dated in section 8, this Certificate shall remain effective for the period of 25 years from the commencement of works on the Site that could kill or disturb great crested newts or damage or destroy their habitat; save that if after two years from the date of this Certificate the Conservation Payment set out at part 4 of this Certificate has not been paid in full Natural England shall be entitled to review and revise the amount of that payment to such sum as at the date of such review is sufficient to pay for the creation and maintenance of sufficient great crested newt habitat to compensate for the impacts of the Applicant's proposals for 25 years. Until signed and dated in section 8 this Certificate is provisional only and if it has been determined that a 1st Stage Conservation Payment is required it will lapse and be of no further effect after 6 weeks from the date given in section 4. If it has been determined that a 1st Stage Conservation Payment is not required this Certificate will lapse and be of no further effect after 3 months from the date given in section 4.
- 5.12 This Certificate may not be relied on by any person other than the Applicant and may not be assigned to any other person without the prior written consent of Natural England. Natural England's consent will be conditional upon any assignee signing a Certificate in like form to this Certificate, or as appropriate to the circumstances, subject to which consent shall not unreasonably be withheld.
- 5.13 Natural England's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment paid by the Applicant to Natural England and un-spent as at the date of adjudication of the claim.
- 5.14 The Applicant's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment properly calculable on the basis of the actual development to which this Certificate relates.
- 5.15 Neither Natural England nor the Applicant shall be liable to the other for any indirect, special or consequential loss or damage or any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 5.16 No variation of this Certificate shall be valid unless it is in writing and signed by or on behalf of both parties.
- 5.17 Nothing in this Certificate shall prejudice, conflict with or affect the exercise by Natural England of its statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations arising or imposed under any legislative provision enactment, bye-law or regulation whatsoever, nor shall it fetter the exercise of any discretion Natural England may have.
- 5.18 Natural England may terminate this Certificate immediately on notice in writing where, in Natural England's reasonable opinion, compliance with the obligations in this Certificate is likely to conflict with Natural England's statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations.
- 5.19 The Applicant acknowledges that Natural England is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (both as amended) and cannot guarantee confidentiality. The Applicant shall assist and co-operate with Natural England as necessary to comply with these requirements. In responding to a request for information, including information in connection with the subject matter of this Certificate Natural England shall where in its absolute discretion it deems necessary use reasonable endeavours to consult with the Applicant. Notwithstanding this the Applicant acknowledges that Natural England may disclose information without consultation, or following consultation with the Applicant having taken its views into account.
- 5.20 The Applicant shall ensure that all information produced in connection with the subject matter of this Certificate or relating to this Certificate is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable Natural England to respond to a request for information within the time for compliance and shall permit Natural England to inspect such records as requested from time to time.
- 5.21 Nothing in this Certificate is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between Natural England and the Applicant. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 5.22 The parties do not intend any term of this Certificate to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

5.23 This Certificate and all disputes or claims arising out of or in connection with the activities of the parties in connection with it shall be governed by and construed in accordance with the law of England.

6. Declarations

This Declaration may only be signed by either:

- A director or senior authorised employee of the corporate Applicant identified at 1 (a), above; or
- The person identified at 1 (b), above, as the individual Applicant; or in either case:
- A person authorised in writing by the Applicant to complete this Enquiry Form and to make this Declaration. Any such written authorisation must identify the site and development concerned and be irrevocable.

The Applicant declares as follows:

- All of the information provided by the Applicant to enable Natural England to produce this Certificate is up to date, complete and correct;
- All of the information provided by the Applicant in the District Level Great Crested Newt Licence Enquiry Form dated: is up to date, complete and correct;
- The terms and conditions contained within this Certificate are agreed and accepted.

Signed:

Name and position of signatory:

Rachel Tullis, Project Director

For electronic applications, please insert an electronic signature above or tick this box to confirm with the declaration:



I confirm that I (the above) am duly authorised by the Applicant to sign and submit this document on its behalf:



Dated:

14th December 2022

Invoicing – details of where the invoice(s) should be sent for payment

Email address for invoice:

[REDACTED]

Purchase Order Number(s) for Conservation Payment:

[REDACTED]

Company Name:

National Grid Plc

Address:

1 - 3 Strand,
London

Postcode:

WC2N 5EH

County:

Greater London Authority

Customer contact name

Bethany Kington

Telephone number:

[REDACTED]

Any person who in order to obtain a licence under regulation 55 of the 2017 Regulations knowingly or recklessly makes a statement or representation, or furnishes a document or information which is false in a material particular, shall be guilty of an offence and may be liable to criminal prosecution. A person found guilty of such an offence is liable on summary conviction to imprisonment for a term not exceeding six months or to a fine, or to both.

7. Use of this Certificate

In consideration of the Applicant's obligations arising herein Natural England consents to the use of this Certificate by the Applicant in support of an application for planning permission, or development consent under the Planning Act 2008, for development on the Site. Under District Level Great Crested Newt Licensing Natural England carries out its formal determination for the purposes of Regulation 55 of the 2017 Regulations after the grant of planning permission, or development consent under the Planning Act 2008, for the development in question. Accordingly, as at the date of this Certificate that formal determination has not yet been carried out.

However, in signing this Certificate Natural England has considered the matters it believes to be necessary to satisfy Regulation 55 (9) (b) of the 2017 Regulations ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range") and has concluded that payment by the Applicant of the Conservation Payment will suffice to allow the impacts on great crested newts of the Applicant's proposals on the Site to be adequately compensated, and therefore that these proposals will not be detrimental to the maintenance of the population of great crested newts at a favourable conservation status in their natural range.

This Certificate reflects Natural England's views in relation only to great crested newts on and within 250m of the Site.

8. Natural England

Signed for and on behalf of Natural England
Duly authorized:

Gemma Oles Digitally signed by Gemma Oles
Date: 2022.12.15 12:42:56 Z

Dated:

¹In order for Natural England to grant a licence to the Applicant under reg. 55 of the 2017 Regulations it must be satisfied, inter alia, that the activities so licensed meet the provisions of reg. 55 (2) and 55 (9) (a) and (b). Compensatory works funded by the Conservation Payment set out in this document allow the provisions of reg. 55 (9) (b) to be satisfied ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range"), but do not address the issues raised in reg. 55 (2) ("...imperative reasons of overriding public interest, including those of a social or economic nature ...") or 55 (9) (a) ("that there is no satisfactory alternative"). Accordingly, no representation, assurance, condition or warranty is given by Natural England to the effect that activities associated with the development described in this form will go on to be licensed by Natural England.

Annex 1

Privacy Notice

Who collects your data?

The data controller is Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX. You can contact the Natural England Data Protection Manager at: Natural England, County Hall, Spetchley Road, Worcester, WR5 2NP; foi@naturalengland.org.uk

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at: Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor, Seacole Block, 2 Marsham Street, London SW1P 4DF. DefraGroupDataProtectionOfficer@defra.gsi.gov.uk

What of my data is being collected and how is it being used? What is the legal basis for the processing?

The data collected by Natural England includes: an Applicant's name and contact details, the name and contact details of any agent appointed by the Applicant, the name and contact details of individual points of contact within the Applicant's organisation and that of the Applicant's agent, customer type, the nature of the Site, the development proposed on the Site, reasons for that development, and bank account information for refunds.

Natural England uses such data to run a great crested newt licensing scheme ("the Scheme") in the area in which the Site is located. Processing is necessary (a) for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller. That task is to conduct the licensing functions delegated by Defra to Natural England under section 78 of the Natural Environment and Rural Communities Act 2006 and (b) for the performance of the contractual terms set out in this Certificate.

The processing by us of personal data relating to wildlife-related or animal welfare offences or related security measures is carried out only under official authority. This information is used in assessing an application as it is a material fact.

Who will my data be shared with?

Information provided by or on behalf of the Applicant and any supporting material will be used by Natural England to undertake our licensing functions and to operate the Scheme. This will include assessing an Applicant's proposals in line with the Scheme, producing a Scheme certificate, assessing an Applicant's licence application, issuing a licence if applicable, monitoring compliance with licence conditions and collating licence returns and reports. In carrying out these functions Natural England may discuss your Scheme application with third parties such as contractors commissioned to deliver the necessary habitat compensation. Natural England may for particular licence applications and at specific stages of the licensing process discuss your application with third parties. The details of this sharing are set out here <https://www.gov.uk/government/publications/wildlife-licensing-privacy-notice>

Natural England recognises there is significant public interest in wildlife licensing and in those who benefit from receiving a wildlife licence. Therefore, we may make information publicly available. Information released may include, but is not limited to, your name or business name, application and licence details as well as reports and returns. Natural England, however, realises that some licensed activities can be sensitive and we **will not** release information that could harm people, species or habitats. In some cases, for example, this may mean not releasing the names and addresses of individuals or the location of the licensed activity.

We will respect personal privacy, whilst complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under the Environmental Information Regulations 2004 and the Freedom of Information Act 2000.

How long will my data be held for?

Your personal data will be kept by us for 7 years beyond the period of effectiveness of this Certificate.

If you are relying on my consent to process data, can I withdraw my consent?

No, because the processing is not based on consent.

What will happen if I don't provide the data?

Failure to provide this information will mean that we will be unable to assess your application for a Scheme certificate and/or a wildlife licence.

Will my data be used for automated decision-making or profiling?

The information you provide is not connected with individual decision making (making a decision solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).

Will my data be transferred outside of the EEA?

The data you provide will not be transferred outside the European Economic Area.

What are my rights?

A list of your rights under the General Data Protection Regulation, the Data Protection Act 2018, is accessible at:

How do I complain?

You have the right to lodge a complaint with the ICO (supervisory authority) at any time. Should you wish to exercise that right full details are available at: <https://>

Natural England's Personal Information Charter

Details of our Personal Information Charter can be found at: <https://www.gov.uk/government/organisations/natural-england-personal-information-charter>

Annex 2

Breakdown of Conservation Payment per compensatory pond required

Habitat delivery (71%)	Compensatory pond creation or restoration*	£3,500 per pond, including cost of obtaining planning permission where necessary	Funds to be spent as soon as possible
	Contingency fund for replacement of compensatory pond	£3,500 per pond initially created	Funds to be pooled spent on the creation of further ponds at Natural England's discretion, within 25 years
	Compensatory pond maintenance	£3,786 per pond initially created	Funds to be pooled spent over 25 years
Habitat monitoring (14%)	Monitoring	£2,461 per pond initially created	Funds to be pooled spent over 25 years, including eDNA and HSI surveys
	Modelling and mapping updates	£175 per pond initially created	Funds to be pooled spent at regular intervals over 25 years
Administration (15%)	Habitat delivery project officer – initial pond creation*	£700 per pond initially created	Funds to be spent as soon as possible
	Habitat delivery project officer – replacement pond creation	£700 per pond initially created	Funds to be pooled spent on the creation of further ponds at Natural England's discretion, within 25 years
	Natural England: management and oversight of scheme at district level; liaison with habitat delivery partners.	£462 per pond initially created	Funds to be pooled spent as appropriate to the delivery of the scheme, within 25 years
	Natural England: procurement, management and oversight of compensatory works at project level; customer liaison.	£566 per pond initially created	Funds to be spent as compensatory works required by this Certificate proceed

Plus VAT

* Items marked with an asterisk relate to immediate costs for pond creation and together constitute the 1st Stage Conservation Payment per compensatory pond, in cases where this is payable separately.

Annex 3
Location plan

National Grid plc
National Grid House,
Warwick Technology Park,
Gallows Hill, Warwick.
CV34 6DA United Kingdom

Registered in England and Wales
No. 4031152

