

YG-DCO-068(BC)

# Yorkshire Green Energy Enablement (GREEN) Project

Volume 8

Document 8.5.1(BC) Statement of Commonality for Statements of  
Common Ground (Cracked)

Final Version BC  
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# Yorkshire GREEN Project

## Document control

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### Version History

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Date	Version	Status	Description / Changes
5/4/2023	1	Final	First Issue
10/5/2023	2	Final	Second Issue
<u>11/07/2023</u>	<u>3</u>	<u>Final</u>	<u>Updated to reflect position at Deadline 5</u>

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# 1. Introduction

- 1.1.1 This document has been prepared in order to provide the Examining Authority (ExA) a concise update on the position of Statements of Common Ground (SoCG) between National Grid and statutory consultees, statutory undertakers and interested parties (consultees) in relation to the proposed Yorkshire Green Energy Enablement (GREEN) GREEN Project (hereafter referred to as 'Yorkshire GREEN' or 'the Project').
- 1.1.2 A Rule 6 Letter for the Examination was issued on 22 February 2023 and states:
- 1.1.3 *“At each point that the updated SoCGs are submitted to meet a deadline in the Examination Timetable, the Applicant is requested to submit an updated Statement of Commonality. This document should provide an overview of the position of each SoCG at the relevant deadline, for example noting where discussions are ongoing and where a final, signed SoCG has been submitted. It would also assist the ExA to have summaries of commonality in respect of the main topics in the Examination. This material should be presented in a tabular, colour-coded format wherever possible.”*
- 1.1.4 This document provides details of the areas of commonality on specific points between the submitted SoCGs at Deadline 3-5 of the Examination (~~10-11 May~~ July 2023). National Grid has provided an updated version of the following Statements of Common Ground at Deadline 35:
- Statement of Common Ground between National Grid and North Yorkshire Council
  - Statement of Common Ground between National Grid and City of York Council
  - Statement of Common Ground between National Grid and Leeds City Council
  - Statement of Common Ground between National Grid and Canal and River Trust
  - Statement of Common Ground between National Grid and National Trust
  - Statement of Common Ground between National Grid and Historic England
  - Statement of Common Ground between National Grid and Natural England
  - Statement of Common Ground between National Grid and Yorkshire Wildlife Trust
  - Statement of Common Ground between National Grid and Environment Agency
  - Statement of Common Ground between National Grid and National Highways Limited
  - Statement of Common Ground between National Grid and Kyle and Upper Ouse Internal Drainage Board
  - Statement of Common Ground between National Grid and Ainsty Internal Drainage Board
  - Statement of Common Ground between National Grid and Foss internal Drainage Board
  - Statement of Common Ground between National Grid and Cellnex UK Limited

- Statement of Common Ground between National Grid and EE Limited and Hutchinson 3G UK Limited
- Statement of Common Ground between National Grid and National Gas Transmission plc
- Statement of Common Ground between National Grid and Northern Gas Networks Limited
- Statement of Common Ground between National Grid and Northern Powergrid (Yorkshire) plc and Northern Powergrid (Northeast) plc
- Statement of Common Ground between National Grid and Yorkshire Water Limited
- Statement of Common Ground between National Grid and Network Rail Infrastructure Limited

1.1.5 The updated versions listed above have been provided on the basis that matters have been progressed between National Grid and the respective Stakeholder.

~~1.1.6 Where updates have occurred to communication logs only and no substantive updates to the content of the SoCG have been agreed between National Grid and the respective Stakeholder then no updated SoCG has been submitted at this Deadline.~~

~~1.1.7 Progress is being made across all draft SoCGs and it is intended that updated versions of the outstanding Statements of Common Ground will be submitted into the Examination at Deadline 5 when next requested by the Examination timetable or at Deadline 4 if possible.~~

1.1.6 Progress has been made across all draft SoCGs, however some matters remain outstanding with various stakeholders. Where necessary, National Grid will continue to work with relevant consultees those stakeholders and review any matters that are still subject to further discussion as the Examination progresses to progress matters with a view of providing remaining final SoCGs with all parties at Deadline 7 on 6<sup>th</sup> September 2023.

~~1.1.8.1.1.7 This document will be updated again at Deadline 7 to summarise the final position of the SoCGs with all stakeholders as during the Examination to reflect additional agreement achieved and at the deadlines requested by the ExA.~~

## 1.2 Structure

1.2.1 The remainder of this report is structured as follows:

- Section 2 details the structure of each SoCG document and provides an up-to-date list of SoCGs.
- Section 3 provides an update on the status of each SoCG.
- Section 4 sets out the commonality between SoCGs and provides a summary of the principal matters outstanding.

## 2. Position

### 2.1 Structure of SoCGs

2.1.1 To ensure consistency in the approach taken to documenting matters agreed, matters subject to further negotiation and/or matters not agreed, each of the SoCGs has adopted a standard format in order to provide clarity to consultees and ultimately the ExA. The proposed structure of the SoCGs is set out in paragraph 2.6.4 of the Planning Statement (**Document 7.1**) [APP-202] submitted as part of the Application for the Project. It is noted that the proposed structure set out has been welcomed by the ExA within the Rule 6 Letter dated 22 February 2023. This document has not sought to include an update on the status of protective provisions as this was provided in **Table 2.2 Protective Provisions Tracking List** in the **Applicant's Planning obligations and commercial side agreements tracking list (Document 8.8)** submitted at Deadline 1 and within the Protective Provisions Progress Schedule submitted at Deadline 2 (**Document 8.12**) [REP2-042] an updated version of which is being submitted at Deadline 5 (Document 8.12 (C)).-

2.1.2 Each SoCG is broadly structured in the following way:

- Introduction which details the purpose of the SoCG.
- Record of engagement which details correspondence between the parties both pre-submission and post submission.
- Matters agreed which details areas of agreement between the parties.
- Matters not agreed which details where parties do not agree on a point.
- Matter outstanding which details points which are still under discussion between the parties.
- Approvals which includes the sign offs from the parties where this has been forthcoming.

### 2.2 List of SoCGs in place

2.2.1 In accordance with advice published by the Planning Inspectorate<sup>1</sup> and guidance published by the Ministry of Housing, Communities and Local Government<sup>2</sup>, National Grid has developed SoCGs with a number of consultees prior to submission and post submission of the DCO application for the Project.

2.2.2 The SoCGs seek to identify matters on which parties agree and to track progress towards the resolution of any matters where agreement has not yet been reached.

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<sup>1</sup> Planning Inspectorate, 2015 version 1. Advice Note Two: The role of local authorities in the development consent process (accessed 31 August 2022)

<sup>2</sup> Ministry of Housing, Communities and Local Government, 2015. Planning Act 2008: examination of applications for development consent

2.2.3 National Grid has undertaken early preparation of SoCGs with various bodies as identified in **Table 2.1**. This provides a list of SoCGs currently in place.

Table 2.1 – SoCGs at Deadline ~~3~~5

Party	Position
<b>Local Planning Authorities (LPAs)</b>	
North Yorkshire Council <sup>3</sup>	<p>Updated <u>signed</u> draft SoCG submitted at Deadline <del>3</del><u>5</u>. <del>A countersignature from North Yorkshire Council is not provided on the updated draft SoCG however correspondence confirming agreement to the updated draft has been received.</del></p> <p>The majority of matters in this SoCG are agreed with some matters outstanding and one matter not agreed. Further details of outstanding and not agreed matters are provided in Section 4.2. <u>A final SoCG is proposed to be submitted at Deadline 7 once a final S106 agreement is submitted into the examination.</u></p>
Leeds City Council	<p>Updated signed <u>draft</u> SoCG submitted at Deadline <del>3</del><u>5</u>.</p> <p>Majority of matters are agreed with two matters outstanding. Further details of outstanding matters are provided in Section 4.2. <u>A final SoCG is proposed to be submitted at Deadline 7 once a final S106 agreement is submitted into the examination.</u></p>
City of York Council	<p><del>Updated signed draft</del><u>Final signed</u> SoCG submitted at Deadline <del>3</del><u>5</u>.</p> <p>The majority of matters in this SoCG are agreed with <del>two matters outstanding and</del> one matter not agreed. Further details of <del>the outstanding and</del> not agreed matters <del>s</del> are provided in Section 4.2.</p>
<b>Statutory Consultees</b>	
Natural England	<p><del>Signed</del><u>Final signed</u> SoCG submitted at Deadline <del>1</del><u>5</u> <u>with all matters agreed.</u></p> <p><del>No substantive updates have been made to the SoCG submitted at Deadline 1 and therefore an updated SoCG has not been submitted at Deadline 3.</del></p>

<sup>3</sup> North Yorkshire Council has recently formed following a merger of a number of Councils including Selby District Council, Hambleton District Council, Harrogate District Council and North Yorkshire County Council.

~~Majority of matters are agreed with one matter outstanding. Further details of outstanding matters are provided in Section 4.2.~~

Historic England

~~Updated and final~~ SoCG ~~submitted at Deadline 5 in place~~ with all matters agreed. SoCG not countersigned as deemed not necessary by Historic England. Written confirmation received and included in SoCG confirming no objection.

Environment Agency

~~Signed d~~Draft SoCG submitted at Deadline ~~15~~. ~~Comments received from the Environment Agency at Deadline 2 have been~~ Majority of matters are agreed with one matter outstanding. Further details of outstanding matters are provided in Section 4.2. ~~reviewed. However, an agreed update to the SoCG between the Environment Agency and National Grid has not yet been reached and therefore no updated SoCG is submitted at Deadline 3.~~

~~Further details of outstanding matters are provided in Section 4.2.~~

National Highways Limited

Signed draft SoCG submitted at Deadline ~~15~~. ~~Comments on outstanding technical matters have now been received from National Highways. On that basis, this SoCG is being updated but agreement has not yet been reached. Therefore, an updated SoCG has not been submitted at Deadline 3.~~

Majority of matters are agreed with no matters not agreed. ~~Five~~ Two ~~Three~~ main topics remain as outstanding matters for discussion which are the draft DCO, land rights and the Protective Provisions. Further details of outstanding matters are provided in Section 4.2.

Network Rail Infrastructure Limited

Updated ~~Signed~~ Draft SoCG submitted at Deadline ~~3~~ 5 with some matters outstanding. This SOCG however has not been signed by Network Rail Infrastructure Limited. A countersignature from Network Rail is not provided on the updated draft SoCG however correspondence confirming agreement to the updated draft has been received.

Further details of the updated correspondence and outstanding matters are provided in Section 4.2.

## Statutory Undertakers

Kyle and Ouse (part of the York Consortium) IDB

Final signed SoCG submitted at Deadline ~~15~~ with all matters agreed. ~~An updated version of the SoCG reflecting Deadline 2 responses has been prepared to be shared with the Stakeholder although it has~~

~~not yet been agreed and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~Draft SoCG details the majority of matters as agreed with no matters not agreed. Three matters remain outstanding for discussion. Further details of outstanding matters are provided in Section 4.2.~~

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Ainsty (shire group) IDB

Signed draft SoCG submitted at Deadline 15. ~~An updated version of the SoCG reflecting Deadline 2 responses has been prepared to be shared with the Stakeholder although it has not yet been agreed and therefore an updated SoCG has not been submitted at Deadline 3.~~

Draft SoCG details that one matter is not agreed and the remaining issues are still remains under discussion. Further details of outstanding matters ~~and matters not agreed~~ are provided in Section 4.2.

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Foss (part of the York Consortium) IDB

Final signed SoCG submitted at Deadline 5 with all matters agreed.

~~Signed SoCG submitted at Deadline 1. An updated version of the SoCG reflecting Deadline 2 responses has been prepared to be shared with the Stakeholder although it has not yet been agreed and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~Draft SoCG details that all matters are still to be discussed. Further details of outstanding matters and matters not agreed are provided in Section 4.2.~~

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Northern Powergrid (Yorkshire) plc and Northern Powergrid (Northeast) plc

Final sSigned SoCG submitted at Deadline 15 with some matters outstanding all matters agreed.

~~An updated version of the SoCG is being worked on between the parties to reflect the latest discussions following Deadline 2 submissions. However, agreement has not yet been reached and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~Further details of outstanding matters are provided in Section 4.2.~~

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Cellnex UK Limited

Final sSigned SoCG submitted at Deadline 15 with all matters agreed. ~~No substantive updates have been made to the SoCG submitted at Deadline 1 and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~The majority of matters are agreed with no matters not agreed. Two matters remain outstanding. Further details of outstanding matters are provided in Section 4.2.~~

EE Limited and Hutchison 3G UK Limited Final Signed SoCG submitted at Deadline 35 with all matters agreed.

~~All matters are agreed.~~

National Gas Transmission plc

~~Updated Draft SoCG submitted at Deadline 5 with some matters outstanding. This SoCG however has not been signed by National Gas Transmission plc. No substantive updates have been made to the SoCG submitted at Deadline 1 and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~The majority of matters are agreed with no matters not agreed. Two matters remain outstanding. Further details of outstanding matters are provided in Section 4.2.~~

Northern Gas Networks Limited

~~Draft signed SoCG submitted at Deadline 5 with some matters outstanding. Further details of outstanding matters are provided in Section 4.2. Signed SoCG submitted at Deadline 1. No substantive updates have been made to the SoCG submitted at Deadline 1 and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~The majority of matters are agreed with no matters not agreed. Two matters remain outstanding. Further details of outstanding matters are provided in Section 4.2.~~

Yorkshire Water Services Limited

~~Final signed SoCG submitted at Deadline 5 with all matters agreed. Signed SoCG submitted at Deadline 1. No substantive updates have been made to the SoCG submitted at Deadline 1 and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~The majority of matters are agreed with no matters not agreed. One matter remains outstanding. Further details of outstanding matters are provided in Section 4.2.~~

## Interested parties

Yorkshire Wildlife Trust

~~Final Signed SoCG submitted at Deadline 15. No substantive updates have been made to the SoCG submitted at Deadline 1 and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~The majority of matters have been agreed with one matter not agreed. All matters agreed aside from one. Further details of matters not agreed are provided in Section 4.2.~~

National Trust

Final Signed SoCG submitted at Deadline ~~3-5~~ with all matters agreed.

Canal and River Trust

~~Final signed SoCG submitted at Deadline 5 with all matters agreed. Signed SoCG submitted at Deadline 1. Discussions have continued following the Deadline 2 submissions and an updated SoCG has been shared with the Canal and River Trust. The draft has not yet been agreed and therefore an updated SoCG has not been submitted at Deadline 3.~~

~~The majority of matters are agreed with one topic matter still outstanding. Further details of outstanding matters are provided in Section 4.2.~~

## 2.3 SoCGs not deemed necessary

2.3.1 **Table 2.2** summarises where SoCGs have not been deemed necessary, and the justification for this decision.

Table 2.2 – SoCGs not deemed necessary

Party	Justification
Sustrans	<p>Prior to submission, the Applicant engaged positively with Sustrans. As set out in Table 2.2 of the Planning Statement (<b>Document 7.1</b>) [APP-202]: "The mitigation requests relating to NCN route 64 received from Sustrans have been incorporated into the PRowMWP (Volume 5, Document 5.3.3G). There are no known matters of disagreement and therefore it is not anticipated that a SoCG will be required."</p> <p>Sustrans have provided written confirmation that an SoCG is not required subject to a letter from National Grid confirming that the National Cycle Network remains open and serviceable for the duration of the works. This letter has subsequently been provided and on this basis, an SoCG is not considered necessary between the parties.</p> <p>A Position Statement detailing this was submitted into the Examination at Deadline 1 (<b>Document 8.5.22</b>) [REP1-042].</p>

## 3. Status

3.1.1 This section provides an update on the status of each SoCG. This table will be updated throughout the examination process as further progress is made.

3.1.2 **Table 3.1** provides a high level position and where necessary includes further detail to aid understanding of the ExA. In summary the high level positions noted in Table 3.1 are as follows:

- SoCG in draft and not signed – The SoCG has been drafted by National Grid, it has been shared with the other party although no response or countersignature has been received.
- Signed draft SoCG with matters outstanding – The SoCG has been signed by both parties and work is ongoing to try and resolve remaining matters outstanding.
- Agreed draft SoCG with matters outstanding – The SoCG has been drafted and email confirmation has been received that the draft is agreed.
- Final Signed SoCG with matters not agreed – The final version of the SoCG has been signed by both parties, and there remain matters outstanding that National Grid and the other party agree will not be resolved during examination.
- Final SoCG without signature but all matters agreed – The SOCG has been finalised between both parties with all matters agreed however one party has deemed it not necessary to provide a signature.
- Final Signed SoCG all matters agreed – The SoCG has been signed by both parties and all matters are agreed.

Table 3.1 – Status of SoCGs

SoCG ID	Party	Position
8.5.2	North Yorkshire Council	<del>Agreed</del> <u>Signed</u> draft SoCG with matters outstanding
8.5.3	City of York Council	<u>Signed final SoCG with matters not agreed</u> <del>Signed draft SoCG with matters outstanding</del>
8.5.4	Leeds City Council	Signed draft SoCG with matters outstanding
8.5.5	Natural England	<u>Final signed SoCG all matters agreed</u> <del>Signed draft SoCG with matters outstanding</del>
8.5.6	Yorkshire Wildlife Trust	Signed <del>draft</del> <u>final</u> SoCG with matters <del>outstanding</del> <u>not agreed</u>
8.5.7	Environment Agency	<del>Agreed</del> <u>Signed</u> draft SoCG with matters outstanding
8.5.8	Historic England	Agreed <del>draft</del> <u>final</u> SoCG without signature, but all matters agreed

8.5.9	National Trust	Final <del>Signed</del> <u>signed</u> SoCG, all matters agreed
8.5.10	Northern Powergrid (Yorkshire) plc and Northern Powergrid (Northeast) plc	<u>Final Signed</u> SoCG with <del>matters outstanding</del> <u>all matters agreed</u>
8.5.11	Network Rail	SoCG in draft and not signed, with matters outstanding
8.5.12	Ainsty (shire group) IDB	Signed draft SoCG with matters outstanding
8.5.13	Kyle and Upper Ouse (York Consortium) IDB	<u>Final signed SoCG with all matters agreed</u> <del>Signed draft SoCG with matters outstanding</del>
8.5.14	National Highways Limited	Signed draft SoCG with matters outstanding
8.5.15	Canals and River Trust	<u>Final signed SoCG with all matters agreed</u> <del>Signed draft SoCG with matters outstanding</del>
8.5.16	Foss IDB	<u>Final signed SoCG with all matters agreed</u> <del>Signed draft SoCG with matters outstanding</del>
8.5.17	Cellnex UK Limited	<u>Final signed SoCG with all matters agreed</u> <del>Signed draft SoCG with matters outstanding</del>
8.5.18	EE Limited and Hutchison 3G UK Limited	Final Signed SoCG with all matters agreed
8.5.19	National Gas Transmission plc	<u>SoCG in draft and not signed, with matters outstanding</u> <del>Signed draft SoCG with matters outstanding</del>
8.5.20	Northern Gas Networks Limited	Signed draft SoCG with matters outstanding
8.5.21	Yorkshire Water Services Limited	<u>Final signed SoCG with all matters agreed</u> <del>Signed draft SoCG with matters outstanding</del>

## 4. Commonality

4.1.1 This section of the report provides a summary of principal issues covered in the SoCGs and demonstrates where there is commonality in the topics or matters being discussed with the various parties at Deadline 1.

4.1.2 The summary in **Table 4.1** is presented in such a way to show topics covered within the various SoCGs and how these are relevant to each party and a position for each topic as follows:

	Matter agreed
	Matter outstanding and subject to further discussion
	Matter not agreed

4.1.3 Where a matter is not relevant to a party, it is not included within the SoCG and therefore not covered in **Table 4.1** and shown as a blank.

4.1.4 Following the summary table, an explanation is provided on the areas where further negotiation is required and/or agreement has not yet been reached.

Table 4.1 – Commonality

So C G I D	Party	Topic																				
		Needs case for the Project	Draft DCO	Protective Provisions/side agreement	Other consents and licences	COCP and associated documents	Design and Engineering	Planning Policy including Green Belt	Landscape and Visual	Historic Environment	Biodiversity including Biodiversity Net Gain (BNG)	Hydrology	Geology and Hydrogeology	Agriculture and Soils	Traffic and Transport	Air Quality	Noise and Vibration	Health and Wellbeing	Socio-economics	Climate Change	Cumulative effects	
8.5.2	North Yorkshire Council	Green	Yellow		Green	Green	Red	Yellow	Green	Yellow	Green	Green	Green	Green	Green	Green	Yellow	Green	Green	Green	Green	Green
8.5.3	City of York Council	Green	Green		Green	Green	Red	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green
8.5.4	Leeds City Council	Green	Yellow		Green	Green	Green	Green	Green	Yellow	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green
8.5.5	Natural England		Green		Green					Green			Green									
8.5.6	Yorkshire Wildlife Trust		Green							Red												
8.5.7	Environment Agency		Green		Green					Yellow	Green	Green										
8.5.8	Historic England		Green			Green			Green													





## 4.2 Principal matters outstanding

4.2.1 The following section provides narrative on specific areas where matters are identified as being 'subject to ongoing discussion' or 'not agreed'. This section provides the ExA with a summary. The individual SoCGs should be referred to for the full detail on specific matters.

### North Yorkshire Council

4.2.2 National Grid has been working closely with the North Yorkshire Council through the pre-application process and continue to do so post submission. North Yorkshire Council has recently formed following a merger of a number of Councils including Selby District Council, Hambleton District Council, Harrogate District Council and North Yorkshire County Council. Engagement at the pre-application stage has therefore been with the individual authorities. National Grid has been engaged with specialist officers throughout to seek agreement on the matters outlined within the SoCG.

4.2.3 Notwithstanding this, as set out in section 4.1.1 of the SoCG (**Document 8.5.2 (C)**), National Grid and the North Yorkshire Council do not agree upon the interpretation of overhead lines being inappropriate development within the Green Belt. National Grid considers that the development of overhead lines is not inappropriate for the reasons set out in the Planning Statement (**Document 7.1, Volume 7**) [APP-202] however this view is not agreed upon by the North Yorkshire Council who consider overhead lines to be inappropriate development. A Position Statement detailing the views of National Grid and each of the Local Planning Authorities is being prepared for submission at Deadline 7.

4.2.4 Some matters are also still outstanding between the parties. There are outstanding comments in relation to proposed requirement number 7, 8, 9, 10 and 18 which are being discussed between the parties.

4.2.44.2.5 National Grid and the North Yorkshire Council is yet to reach agreement on the proposed working hours for the Project. NYC currently disagree with National Grid on the methodology for the assessment of operational noise however the outcome of the assessments is agreed. NYC also currently disagree with the conclusions of the construction noise significant effects assessment. with discussions still ongoing as set out in Section 5.1.1.

4.2.54.2.6 North Yorkshire Council have raised some comments regarding the proposed DCO requirements and process for the discharge of the requirements and associated timescales. National Grid are seeking to put agree a Service Level Agreement a Planning Performance Agreement in place to address these concerns, the principles of which will be which is to be secured through a S106 agreement. This matter is outstanding with discussions ongoing.

4.2.7 The management period for landscape mitigation is being discussed by the parties. National Grid have proposed an amendment to the draft DCO to address the comments from NYC which is to be discussed.

4.2.8 Highways matters have been discussed between the parties and largely agreed however NYC maintain that they do not recommend the use of Butts Lane and an access route. National Grid are continuing discussions with the affected landowner and the point remains an outstanding matter.

~~Discussions regarding the inclusion of additional landscape measures to be detailed in the Outline Landscape Mitigation Strategy also remain under discussion. The assessment of the likely significant effects of the Landscape and Visual Impact Assessment **ES Chapter 6: Landscape and Visual, Document 5.2.6, Volume 5 [APP-078]** is a matter still outstanding.~~

~~4.2.9~~

~~4.2.6 North Yorkshire Council have some ongoing comments regarding the content of the Construction Traffic Management Plan which will remain an ongoing matter throughout the examination (**Document 5.3.3F Appendix 3F Construction Traffic Management Plan**) [APP-099].~~

~~4.2.7 Finally, the North Yorkshire Council is still to agree the approach to BNG within the Project as set out in Section 5.5.1.~~

~~4.2.8 National Grid is seeking to arrange a technical discussion with North Yorkshire Council to work through the abovementioned points and have proposed dates to discuss. National Grid are currently awaiting confirmation of a meeting date from North Yorkshire Council to move discussions forward.~~

### City of York Council

~~4.2.94.2.10 National Grid has been working closely with City of York Council through the pre-application process and continue to do so post submission. National Grid has been engaged with specialist officers throughout to seek agreement on the matters outlined within the SoCG.~~

~~4.2.104.2.11 Notwithstanding this, as set out in section 4.1.1 of the SoCG (**Document 8.5.3(C)**), National Grid and City of York Council do not agree upon the interpretation of overhead lines being inappropriate development within the Green Belt. National Grid considers that the development is not inappropriate for the reasons set out in the Planning Statement (**Document 7.1, Volume 7**) [APP-202] however this view is not agreed upon by City of York Council who consider overhead lines to be inappropriate development.~~

~~Discussions regarding the S106 agreement continue with a final S106 agreement due to be submitted at Deadline 7 however City of York are content to agree that all other matters are agreed between the parties. Some matters are also still outstanding between the parties. City of York Council is happy with the proposals to put a post-determination PPA in place for dealing with the discharge of requirements. Discussions over the S106 agreement to secure this are ongoing.~~

~~4.2.12~~

~~4.2.11 National Grid is still to agree the approach to BNG within the Project as noted in Section 5.2.1 and discussion regarding the S106 agreement linked to the BNG provision is still ongoing. City of York have confirmed that the draft S106 agreement is appropriate and a signatory needs to be provided to finalise it.~~

### Leeds City Council

~~4.2.124.2.13 National Grid has been working closely with the Leeds City Council through the pre-application process and continue to do so post submission. National Grid has been engaged with specialist officers throughout to seek agreement on the matters outlined within the SoCG (**Document 8.5.4 (C)**) [REP1-024].~~

~~4.2.134.2.14~~ Leeds City Council have made some representations with regard to the draft S106 agreement put forward by National Grid which seeks to secure the Biodiversity Net Gain provisions and the principles attributed to the project, and a Service Level Agreement for the discharge of Requirements and Other Consents attributed to the project. Discussions are ongoing regarding the final wording of the S106.

### **Natural England.**

~~4.2.14~~ National Grid has been in constructive discussions with Natural England and has reached agreement on all matters aside from the position regarding BNG. As detailed in paragraph 5.3.1 of the SoCG **(Document 8.5.5) [REP1-025]**, Natural England are yet to agree the approach which has been taken to assessing BNG on the Project and discussions remain ongoing.

~~4.2.15~~ Natural England have issued further comments to National Grid on 9 May 2023 confirming their agreement on the outcomes of updated Phase 1 Habitat Survey (REP2-027) and Bat Surveys (REP2-029) that a letter of no impediment is not required. The SoCG is in the process of being updated and agreed to reflect these latest comments and is intended to be submitted at Deadline 5.

### **Yorkshire Wildlife Trust**

~~4.2.164.2.15~~ National Grid has engaged in regular dialogue with the Yorkshire Wildlife Trust and have reached agreement on the majority of matters. One matter is not agreed by the parties and relates to the incorporation of bird diverters within the Project as detailed in paragraph 4.1.1 of the SoCG **(Document 8.5.6) [REP1-026]**.

~~4.2.174.2.16~~ Yorkshire Wildlife Trust considers that bird diverters should be fitted as part of the Project within the River Ouse and River Wharfe corridors as a collision avoidance measure due to the presence of well-known migratory flyways.

~~4.2.184.2.17~~ National Grid's position based on consistency across projects nationally is that fitting diverters is only carried out where historic evidence/collision risk modelling indicates a specific need. At the watercourse corridors referred to existing overhead line crossings are in place (in the case of the River Ouse an existing crossing will be removed and replaced within ~380m). Currently there is no evidence to indicate that the Project would need to include provision of bird diverters to prevent significant adverse effects.

### **Environment Agency**

~~4.2.194.2.18~~ Discussions have taken place between National Grid and the Environment Agency in order to agree the majority of points as detailed in the SoCG **(Document 8.5.7(B) [REP-027])**. One matter regarding the mechanism within the S106 agreement to secure the BNG commitment for the scheme remains to be agreed and is expected to be resolved by Deadline 7. Some matters however remain outstanding as detailed in Table 5.1.

~~4.2.20~~ The Environment Agency have not yet reached agreement on the approach to the BNG assessment of the Project and have deferred opinion to Natural England. The position on BNG with Natural England remains outstanding as noted in paragraph 4.2.17 above.

~~4.2.21~~ The Environment Agency has yet to confirm its position with regard to the draft DCO **(Document 3.1(B)) [AS-011]** and the appropriateness of the Requirements within the document. A meeting has been offered to discuss the position by National Grid with a view of moving the points to agreed.

- ~~4.2.22~~ — Some permitting points remain an outstanding matter to be discussed between the parties including the construction and operation stage Flood Risk Activity Permits (FRAPs), environmental Permits for discharge of treated sewage effluent and the environmental Permits for materials and waste.
- ~~4.2.23~~ — Finally, agreement on compliance with the Water Framework Directive (WFD) is still and outstanding matter.
- ~~4.2.24~~ — It is acknowledged that the Environment Agency has submitted written representations into the Examination at Deadline 2 [REP2-072]. A response to the representations has been prepared and is submitted at Deadline 3 (Document 8.20) which acknowledges that some of the points above have been addressed. However, it has not been possible to update the SoCG and confirm its agreement with the Environment Agency prior to Deadline 3. An Updated SoCG to reflect the position in response to the Written Representations is being developed and is intended to be submitted into the Examination at Deadline 5.

### **Northern Power Grid**

- ~~4.2.25~~ — National Grid has reached agreement with Northern Powergrid on the majority of matters. Three matters remain outstanding and under discussion as detailed in paragraphs 5.3—5.5 of the SoCG (Document 8.5.10) [REP1-030].
- ~~4.2.26~~ — Firstly, with regard to protective provisions which National Grid is in the process of reviewing having received a copy of the standard protective provisions from Northern Power Grid. Again, once the review is completed and the provisions are accepted, the matter can move to agreed.
- ~~4.2.27~~ — Secondly, Northern Power Grid have requested a wider Network Impact Statement which National Grid is in the process of preparing in order to pass to Northern Power Grid to review with a view to agreeing.

### **Network Rail**

- ~~4.2.28~~4.2.19 — National Grid has engaged with Network Rail on matters concerning the Project and there are no matters which are not agreed between the parties. There are currently four matters which remain outstanding between as detailed in Table 5.1 of the SoCG (Document 8.5.11(C)).
- ~~4.2.29~~4.2.20 — Firstly, regarding the terms of easements, National Grid seeks new easements in respect of the permanent interests on Network Rail's land for the proposed development. The Parties are yet to agree the precise terms of the easements to be granted by Network Rail to National Grid or the consideration payable for the grant of those easements.
- ~~4.2.30~~4.2.21 — Secondly, the Parties are yet to agree the precise form of the framework agreement which shall dictate the Parties' respective obligations in respect of the authorised works.
- ~~4.2.31~~4.2.22 — Thirdly, the Parties are yet to agree the precise form of the protective provisions to be included within the draft DCO (Document 3.1(BD)).
- ~~4.2.23~~ — Finally, the Parties are yet to agree on the necessity for powers to be granted to National Grid for the compulsory acquisition of interests in land belonging to or in respect of which Network Rail enjoys an interest.

~~4.2.32-4.2.24~~ National Grid has issued an updated version of the SoCG to Network Rail however a signed version has not been received prior to Deadline 5. National Grid will continue to work with Network Rail to reach a final position by Deadline 7.

### **Ainsty (shire group) IDB**

~~4.2.25~~ National Grid has engaged with ~~had engagement with~~ Ainsty (Shire Group) IDBs throughout the Examination to resolve the majority of matters. One matter remains outstanding which relates to minimum conductor clearance above IDB-maintained watercourses. The specific point of difference in the conductor clearance height is set out in Table 5.1 of the SoCG (**Document 8.5.12 (B)**).

~~4.2.33~~ during the pre-submission stage to set out that the position proposing the partial disapplication of byelaws. Ainsty IDB (AIDB) see no reason for disapplication of these byelaws, which are designed to allow them to discharge their responsibilities to maintain efficient drainage and carry out works on maintained watercourses within their District.

~~4.2.34~~ National Grid is seeking to disapply those byelaws that it thinks might affect its ability to construct the Project. However, in doing so, it is seeking to reassure AIDB that appropriate provisions have been made within the DCO to provide an equivalent level of environmental protection/ rights to that provided by byelaws that are proposed to be disapplied. The matter is currently noted as not agreed as per Section 4.1.1 of the SoCG (**Document 8.5.12**).

~~4.2.35~~ National Grid has received further comment from Ainsty IDB following the Deadline 2 Written Representations [**REP2-050**]. The SoCG has been updated accordingly to be shared with Ainsty IDB with a view of submitting an updated version into the Examination for Deadline 5.

~~4.2.36~~ The following matters regarding the conclusions of the hydrology and flood risk ES Chapter (**Document 5.2.9**) [**APP-081**], findings of the Flood Risk Assessment (**Document 5.3.9**) [**APP-138**], wording of the DCO Requirements and the appropriateness of the Draft DCO to secure Ainsty IDBs interests (**Document 3.1(B)**) [**AS-011**], permitting for works impacting watercourses and riparian rights and responsibilities remain outstanding matters within Table 5.1 of the SoCG (**Document 8.5.12**) [**REP1-032**].

### **Kyle and Ouse (York Consortium) IDB**

~~4.2.37~~ National Grid has had engagement with the York consortium of IDBs both prior to and post the submission of the DCO to reach agreement on the majority of matters. Three matters remain outstanding as detailed in Table 5.1 of the SoCG (**Document 8.5.13**) [**REP1-033**].

~~4.2.38~~ Firstly, agreement is still to be reached on the conclusions of the hydrology and flood risk ES Chapter (**Document 5.2.9**) [**APP-081**].

~~4.2.39~~ Secondly, the findings of the Flood Risk Assessment (**Document 5.3.9**) [**APP-138**] are to be agreed.

~~4.2.40~~ Thirdly, National Grid is seeking to agree the detailed proposals for mechanisms within the Draft DCO to allow KUOIDB approval of works affecting maintained watercourses and discharges to all watercourses within its district, in lieu of its disapplied byelaw consenting powers.

~~4.2.41~~ Finally, the Riparian owner occupier responsibilities and liability is to be agreed.

### **Foss IDB**

~~4.2.42 National Grid has received comments from Foss IDB at Deadline 2 and the draft SoCG (Document 8.5.16) [REP1-036] accordingly to be shared with FoSS IDB for agreement. An updated draft of the SoCG is expected to be submitted into the Examination at Deadline 5.~~

~~4.2.43 At present, the disapplication of bye-laws, conclusions of the hydrology and flood risk ES Chapter (Document 5.2.9) [APP-081], findings of the Flood Risk Assessment (Document 5.3.9) [APP-138], wording of the DCO Requirements (Document 3.1(B)) [AS-011], permitting for works impacting watercourses, and riparian rights and responsibilities are all outstanding matters.~~

### **National Highways**

~~4.2.26 National Grid has continued discussions with National Highways throughout the Examination and has received confirmation that all technical matters are agreed. There are also currently no matters not agreed between the parties.~~

~~4.2.27 Discussions remain ongoing with regards to the form of agreement to secure land rights for National Grid on National Highways land.~~

~~Discussions regarding the Protective Provisions are also ongoing with further meetings to discuss the matters being arranged.~~

~~issued a draft SoCG (Document 8.5.14) [REP1-034] to National Highways for comment. Discussions have continued with National Highways and comments have been received in response to a set of technical questions which National Highways had posed to National Grid to which a response was provided. National Grid have also provided a response to National Highways Deadline 2 Written Representations [REP2-079] which is submitted at Deadline 3 (Document 8.20).~~

~~The SoCG is being progressed to reflect these latest discussions and would be submitted into the Examination at Deadline 5.~~

~~The SoCG at present notes that the wording of Parts 2, 3, 4 and 6 and Schedule 3 and 4 of the Draft DCO (Document 3.1(B)) [AS-011] remains outstanding.~~

~~4.2.44, 2.28 The assessment methodology, baseline data and assessment outcomes of Chapter 12 Traffic and Transport of the ES (Document 5.2.12) [APP-084] is an outstanding matter.~~

~~4.2.45 The requirement for a Construction Worker Travel Plan is still to be agreed.~~

~~4.2.46 Location of access points in proximity to the Strategic Road Network (SRN) is a matter outstanding.~~

~~4.2.47 The proposed Abnormal Indivisible Loads (AIL) routes are still to be agreed.~~

~~4.2.48 The technical aspects of scaffolding over the A64 at Tadcaster and the A63 at Monk Fryston remain outstanding.~~

~~Finally, the mitigation strategies, form of agreement to secure land rights and the Decommissioning Traffic Management Plan which are all linked to the Construction Traffic Management Plan (Document 5.3.3F) [APP-099] are still to be agreed. Canal and River Trust~~

~~4.2.49 National Grid has held discussions with the Canal and River Trust regarding legal undertakings and protective provisions. An SoCG has now been prepared (Document 8.5.15) [REP1-035] which highlights most matters as agreed.~~

~~4.2.50 — Discussions regarding appropriate protective provisions, co-ordination over any operations affecting the River Ouse and the proposed wording of article 54 of the Draft DCO (**Document 3.1(B)**) [**AS-011**] are still outstanding. National Grid has received comments from Canal and River Trust regarding the Protective Provisions and intend on making a full update to the SoCG to reflect the latest discussions for Deadline 5.~~

### **Cellnex UK Limited**

~~4.2.51 — National Grid has been in liaison with Cellnex UK Limited regarding the Project and specifically in relation to the impact of the Project on Cellnex UK Limited assets. An SoCG has been prepared (**Document 8.5.17**) [**REP1-037**] to provide a summary of the position on the discussions between the two parties.~~

~~4.2.52 — Currently discussions are ongoing with regard to two matters. Firstly, an assessment of the line of sight and any related impact on coverage. Secondly, regarding the removal of cellular units from National Grid towers.~~

### **National Gas Transmission plc**

~~4.2.53, 4.2.29 — National Grid has been in liaison with National Gas Transmission plc regarding the Project and specifically in relation to the impact of the Project on National Gas Transmission plc assets. An SoCG has been prepared (**Document 8.5.19 (B)**) to provide a summary of the position on the discussions between the two parties.~~

~~4.2.30 — Two matters are currently outstanding. Firstly, regarding the adequacy of the proposed protective provisions and secondly the finalisation of a side agreement between the parties. Table 5.2 of the SoCG (**Document 8.5.19 (B)**) provides further details on the aspects of the Protective Provisions which are under discussions between the parties.~~

~~4.2.54, 4.2.31 — The SoCG has been shared with National Gas Transmission plc however a signed version agreeing the latest position has not been received prior to Deadline 5. National Grid will continue to work with National Gas Transmission plc to reach a final position for Deadline 7.~~

### **Northern Gas Networks Limited**

~~4.2.55, 4.2.32 — National Grid has been in liaison with Northern Gas Networks Limited regarding the Project and specifically in relation to the impact of the Project on Northern Gas Networks Limited assets. An SoCG has now been prepared (**Document 8.5.20 (B)**) to provide a summary of the position on the discussions between the two parties.~~

~~4.2.33 — Two areas where matters are currently outstanding. Firstly, regarding the adequacy of the proposed protective provisions and secondly the finalisation of a side agreement between the parties. Table 5.2 of the SoCG (**Document 8.5.20 (B)**) provides further details on the aspects of the Protective Provisions which are under discussions between the parties.~~

~~4.2.56 — Two matters are currently outstanding. Firstly, regarding the adequacy of the proposed protective provisions and secondly the finalisation of a side agreement between the parties.~~

### **Yorkshire Water Services Limited**

~~4.2.57 — National Grid has been in liaison with Yorkshire Water Service Limited regarding the Project and specifically in relation to the impact of the Project on their assets. An SoCG has now been prepared (**Document 8.5.21**) [**REP1-041**] to provide a summary of the position on the discussions between the two parties.~~

~~4.2.58 Discussions are still ongoing with regard to the finalisation of a side agreement between the two parties.~~

## 4.3 Protective Provisions

4.3.1 A detailed update on the status of the discussions regarding protective provisions between National Grid and relevant parties is provided in **Document 8.8 Applicant's planning obligations and commercial side agreements tracking list** and within Protective Provisions Progress Schedule submitted at Deadline ~~52~~ (**Document 8.12(C) [REP2-042]**).

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