

YG-DCO-097(B)

Yorkshire Green Energy Enablement (GREEN) Project

Volume 8

Document 8.8(B) Applicant's Planning obligations and commercial side agreements tracking list ~~(Tracked)~~

Final Issue ~~AB~~
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Version History

Date	Version	Status	Description / Changes
05/04/2023	A	Final	First Issue
<u>06/09/2023</u>	<u>B</u>	<u>Final</u>	<u>Second Issue</u>

1. Introduction

1.1 Overview

- 1.1.1 This document provides a tracking list of commercial side agreements and any planning obligations under the Town and Country Planning Act 1990 (**TCPA 1990**) or other legislative provisions relevant to planning associated with the Yorkshire Green Energy Enablement Project (**Yorkshire GREEN** or the **Project**) in accordance with the Examining Authority's (**ExA**) ~~Rule 6 letter dated 22 February 2023's~~ Examination timetable.

2. Commercial Side Agreements and Protective Provisions

2.1 Introduction

- 2.1.1 The tracking list set out at **section 2.2** below provides a list of commercial side agreements under preparation between National Grid and Interested Parties / Other Persons, identifying the subject matter(s) for which a commercial side agreement is being prepared and its current status.
- 2.1.2 As is common with commercial side agreements, specific details under negotiation are subject to confidentiality provisions preventing public disclosure so an outline summary of the subject matter is all that it is possible for National Grid to provide.
- 2.1.3 ~~The tracking list set out at Section 2.3 below provides~~ cross references the Protective Provisions Progress Schedule (Document 8.12(D)) for an update on the current status of the protective provisions ~~under preparation~~ between National Grid and Statutory Undertakers.

2.2 Commercial side agreement tracking list

- 2.2.1 The current status of all relevant commercial side agreements is ~~classified as 'in preparation' as~~ shown in **Table 2.1** below. The Applicant will update the ExA on the ~~progress~~ final position of each commercial side agreement through ~~updates~~ an update to this tracking list ~~issued into the Examination at each relevant deadline~~ Deadline 8, if required.

Table 2.1 – Commercial Side Agreements Tracking List

Parties	Subject Matter	Status	Likelihood of resolution
National Grid Electricity Transmission Plc and National Gas Transmission Plc	To secure the protection of National Gas Transmission Plc's apparatus in relation to the Project.	In preparation	Resolution anticipated prior to Deadline 5, which will lead to withdrawal of representation. <u>National Grid is attempting to make further progress before Deadline 8.</u>
National Grid Electricity Transmission Plc and Northern Powergrid (Yorkshire)	To secure the protection of Northern Powergrid (Yorkshire) Plc and Northern Powergrid (Northeast) Plc's	In preparation <u>Agreement reached</u>	Resolution anticipated prior to Deadline 5, which will lead to withdrawal of Agreement reached and <u>representation.</u>

Parties	Subject Matter	Status	Likelihood of resolution
Plc and Northern Powergrid (Northeast) Plc	apparatus in relation to the Project.		<u>withdrawn on 7 August 2023.</u>
National Grid Electricity Transmission Plc and Northern Gas Networks Limited	To secure the protection of Northern Gas Networks Limited's apparatus in relation to the Project.	In preparation	Resolution anticipated prior to <u>National Grid is attempting to make further progress before Deadline 5-8.</u> No representation made by Statutory Undertaker to the Examination.
National Grid Electricity Transmission Plc and Yorkshire Water Services Ltd	To secure the protection of Yorkshire Water Services Ltd's apparatus in relation to the Project.	In preparation <u>Agreement reached</u>	Resolution anticipated prior to Deadline 5. <u>Agreement reached.</u> No representation made by Statutory Undertaker to the Examination <u>and so no need for withdrawal.</u>
<u>National Grid Electricity Transmission Plc and Network Rail Infrastructure Limited</u>	<u>To secure the protection of Network Rail Infrastructure Limited's apparatus and land interests in relation to the Project.</u>	<u>In preparation</u>	<u>Whilst negotiations continue, resolution is highly unlikely to be reached prior to the end of the Examination.</u>

2.3 Protective Provisions tracking list

- 2.3.1 The current status of all relevant protective provisions is shown in ~~Table 2.2 below.~~ **The Applicant will update the ExA on the progress of these Protective Provisions through updates Progress Schedule (Document 8.12(D)), which has been submitted to this tracking list issued into the examination at each relevant deadline.** ~~Deadline 7.~~

Table .— Protective Provisions Tracking List

Statutory Undertaker	Status update	Likelihood of resolution
Northern Powergrid (Yorkshire) Plc and Northern Powergrid (Northeast) Plc	<p>Protective provisions for the benefit of electricity undertakers (which also includes gas, water and sewerage undertakers) have been included within the DCO (Document 3.1(B)) [AS-011] (Part 1 of Schedule 15). These are not agreed by Northern Powergrid and so bespoke protective provisions are currently being negotiated for this statutory undertaker and will be included within the draft DCO once in agreed form.</p> <p>This will protect both Northern Powergrid (Yorkshire) Plc and Northern Powergrid (Northeast) Plc.</p>	Resolution anticipated prior to Deadline 5, which will lead to withdrawal of representation.
Network Rail Infrastructure Limited	<p>Protective provisions for the benefit of Network Rail have been included within the DCO (Document 3.1(B)) [AS-011] (Part 4 of Schedule 15). These are not agreed by Network Rail and so negotiations are continuing with a view to reaching a suitable update to be incorporated into the draft DCO.</p>	Resolution anticipated prior to deadline 5, which will lead to withdrawal of representation.
Cellnex UK	<p>Protective provisions for the protection of Operators of Electronic Communications Code Networks have been included within the DCO (Document 3.1(B)) [AS-011] (Part 2 of Schedule 15). The content of these protective provisions is not in dispute with Cellnex UK.</p>	No disagreement.
Hutchinson 3 EE	<p>Protective provisions for the protection of Operators of Electronic Communications Code Networks have been included within the DCO (Document 3.1(B)) [AS-011] (Part 2 of Schedule 15). The content of these protective provisions is not in dispute with Hutchinson 3 EE.</p>	No disagreement.
BT	<p>Protective provisions for the protection of Operators of Electronic Communications Code Networks have been included within the DCO (Document 3.1(B)) [AS-011] (Part 2 of Schedule 15). The content of these protective provisions is not in dispute with BT.</p>	No disagreement.

Statutory Undertaker	Status update	Likelihood of resolution
National Gas Transmission Plc	Protective provisions for the benefit of gas undertakers (which also includes electricity, water and sewerage undertakers) have been included within the DCO (Document 3.1(B)) [AS-011] (Part 1 of Schedule 15). These are not agreed by National Gas Transmission and so bespoke protective provisions are currently being negotiated for this statutory undertaker and will be included within the draft DCO once in agreed form.	Resolution anticipated prior to deadline 5, which will lead to withdrawal of representation.
Northern Gas Networks	Protective provisions for the benefit of gas undertakers (which also includes electricity, water and sewerage undertakers) have been included within the DCO (Document 3.1(B)) [AS-011] (Part 1 of Schedule 15). These are not agreed by Northern Gas Network and so bespoke protective provisions are currently being negotiated for this statutory undertaker and will be included within the draft DCO once in agreed form.	Resolution anticipated prior to Deadline 5. No representation made by Statutory Undertaker to the Examination.
The Canal and River Trust	Protective provisions for the benefit of the Canal and River Trust have been included within the DCO (Document 3.1(B)) [AS-011] (Part 3 of Schedule 15). These are not agreed by the Canal and River Trust and so negotiations are continuing with a view to reaching a suitable update to be incorporated into the draft DCO.	Resolution anticipated prior to deadline 5, which will lead to withdrawal of representation.
Yorkshire Water	Protective provisions for the benefit of water undertakers (which also includes electricity, gas and sewerage undertakers) have been included within the DCO (Document 3.1(B)) [AS-011] (Part 1 of Schedule 15). Whilst it is understood that these are not objected to by Yorkshire Water, an agreement is being negotiated with Yorkshire Water to ensure that their assets are satisfactorily protected.	Resolution anticipated prior to Deadline 5. No representation made by Statutory Undertaker to the Examination.

Statutory Undertaker	Status update	Likelihood of resolution
National Highways	No protective provisions have been provided for the benefit of National Highways in the DCO (Document 3.1(B)) [AS-011] to date. Following engagement with National Highways, it is anticipated that bespoke protective provisions will be included on the face of the DCO to protect National Highways' interests.	Resolution anticipated prior to Deadline 5. No representation made by Statutory Undertaker to the Examination.

3. Planning Obligations under the Town and Country Planning Act 1990 or other legislative provisions relevant to planning

3.1 Planning Agreement Tracking List

Table 3.1 – Planning Agreements Tracking List Definitions

Term	Definition
"Agreement"	Agreement pursuant to Section 106 of the TCPA 1990 relating to the Project between the Applicant and the Councils.
"Applicant"	National Grid Electricity Transmission plc.
"Construction Period"	The period between the Commencement Date and the date when the exercise of the temporary powers in the DCO to enable the Authorised Development to be constructed has ceased.
"Councils"	North Yorkshire Council, City of York Council and Leeds City Council.

Table 3.2 – Planning Agreements Tracking List

Legislative Provision	Subject Matter	Unilateral/ Bilateral/ Multi-lateral	Parties	Status
Biodiversity Net Gain				
Section 106 of the Town and Country Planning Act 1990	<u>Potential Provisions requiring the Applicant to submit an updated Biodiversity Net Gain Assessment at completion of each stage of the Project and within six</u>	Multilateral	The Councils The Applicant	The Councils and the Applicant are engaging <u>have engaged</u> in an ongoing dialogue in relation to this proposed and the wording here has been agreed. The Section 106 Agreement- <u>has been completed and submitted at Deadline 7 (Document 8.22(B)).</u> The conclusion of this Agreement would not remove the need for a Statement of Common Ground with the Councils.

Legislative Provision	Subject Matter	Unilateral/ Bilateral/ Multi-lateral	Parties	Status
	months of the date on which the Construction Period ends an updated <u>a Final Biodiversity Net Gain Assessment</u> (which may also require a Biodiversity Offsetting Scheme) to <u>for</u> the Councils <u>Council's</u> approval.			The conclusion of this Agreement is not considered likely to lead to the withdrawal of any Relevant and/or Written Representations, although it is anticipated that the conclusion of this Agreement may be reflected in <u>subsequent any final</u> representations.
Section 106 of the Town and Country Planning Act 1990	Applicant's implementation of the proposed provision to provide (where required if not less than 10% BNG has been achieved) a Biodiversity Offsetting Scheme.	<u>Unilateral</u> <u>Multilateral</u>	The Councils The Applicant	<p>The Councils and the Applicant are engaging <u>have engaged</u> in an ongoing dialogue in relation to this proposed <u>and the wording here has been agreed. The Section 106 Agreement- has been completed and submitted at Deadline 7 (Document 8.22(B)).</u></p> <p>The conclusion of this agreement would not remove the need for a Statement of Common Ground with the Councils.</p> <p>The conclusion of this Agreement is not considered likely to lead to the withdrawal of any Relevant and/or Written Representations, although it is anticipated that the conclusion of this Agreement may be reflected in <u>subsequent any final</u> representations.</p>
Section 106 of the Town and Country Planning Act 1990	The submission of a completion report to the Councils upon completion of the Biodiversity Offsetting Scheme (where required).	Multilateral	The Councils The Applicant	<p>The Councils and the Applicant are engaging <u>have engaged</u> in an ongoing dialogue in relation to this proposed <u>and the wording here has been agreed. The Section 106 Agreement- has been completed and submitted at Deadline 7 (Document 8.22(B)).</u></p>

Legislative Provision	Subject Matter	Unilateral/ Bilateral/ Multi-lateral	Parties	Status
				<p>The conclusion of this Agreement would not remove the need for a Statement of Common Ground with <u>ESCthe Councils</u>.</p> <p>The conclusion of this Agreement is not considered likely to lead to the withdrawal of any Relevant and/or Written Representations, although it is anticipated that the conclusion of this Agreement may be reflected in <u>subsequentany final</u> representations.</p>
Section 106 of the Town and Country Planning Act 1990	<p><u>The proposed provision requiringA requirement for</u> the Applicant to manage and maintain the biodiversity enhancements pursuant to the Biodiversity Offsetting Scheme for a specified period of not less than 30 years.</p>	<u>Unilateral Multilateral</u>	<p><u>The Councils</u> The Applicant</p>	<p>The Councils and the Applicant <u>are engaginghave engaged</u> in an ongoing dialogue <u>in relation to this proposedand the wording has been agreed. The Section 106 Agreement- has been completed and submitted at Deadline 7 (Document 8.22(B)).</u></p> <p>The conclusion of this Agreement would not remove the need for a Statement of Common Ground with the Councils.</p> <p>The conclusion of this Agreement is not considered likely to lead to the withdrawal of any Relevant and/or Written Representations, although it is anticipated that the conclusion of this Agreement may be reflected in <u>subsequentany final</u> representations.</p>
<p><u>Section 106 of the Town and Country Planning Act 1990</u></p>	<p><u>The submission of BNG Habitat Monitoring Reports to the relevant BNG Monitoring Body on the anniversaries of 1, 3, 5, 10, 20 and 30 years following completion of</u></p>	<u>Multilateral</u>	<p><u>The Councils</u> <u>The Applicant</u></p>	<p><u>The Councils and the Applicant have engaged in an ongoing dialogue and the wording has been agreed. The Section 106 Agreement has been completed and submitted at Deadline 7 (Document 8.22(B)).</u></p> <p><u>The conclusion of this Agreement would not remove the need for a Statement of Common Ground with the Councils.</u></p>

Legislative Provision	Subject Matter	Unilateral/ Bilateral/ Multi-lateral	Parties	Status
	<u>the biodiversity enhancements.</u>			<u>The conclusion of this Agreement is not considered likely to lead to the withdrawal of any Relevant and/or Written Representations, although it is anticipated that the conclusion of this Agreement may be reflected in any final representations.</u>
<u>Section 106 of the Town and Country Planning Act 1990</u>	<u>The payment of the BNG Monitoring fee to the relevant BNG Monitoring Body upon submission of the BNG Habitat Monitoring Report at the first anniversary of the biodiversity enhancements.</u>	<u>Multilateral</u>	<u>The Councils The Applicant</u>	<p><u>The Councils and the Applicant have engaged in an ongoing dialogue and the wording has been agreed. The Section 106 Agreement has been completed and submitted at Deadline 7 (Document 8.22(B)).</u></p> <p><u>The conclusion of this Agreement would not remove the need for a Statement of Common Ground with the Councils.</u></p> <p><u>The conclusion of this Agreement is not considered likely to lead to the withdrawal of any Relevant and/or Written Representations, although it is anticipated that the conclusion of this Agreement may be reflected in any final representations.</u></p>

Table 3.3 – Service Level Agreement

<u>Legislative Provision</u>	<u>Subject Matter</u>	<u>Unilateral/ Bilateral/ Multi-lateral</u>	<u>Parties</u>	<u>Status</u>
<u>Section 106 Town and Country Planning Act 1990</u>	<u>Obligations for ongoing engagement with the local authorities to manage the process and costs associated with the discharge of</u>	<u>Multilateral</u>	<u>The Councils The Applicant</u>	<p><u>The Councils and the Applicant have been engaged in an ongoing dialogue and the wording here is agreed. The Section 106 Agreement has been completed and submitted at Deadline 7 (Document 8.22(B)).</u></p> <p><u>The conclusion of this Agreement would not remove the need for a Statement of Common Ground with the Councils.</u></p> <p><u>The conclusion of this Agreement is not considered likely to lead to the withdrawal</u></p>

	<u>Development Consent Order (DCO) requirements and other consents required pursuant to the Articles of the DCO.</u>			<u>of any Relevant and/or Written Representations, although it is anticipated that the conclusion of this Agreement may be reflected in any final representations.</u>
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