

YG-DCO-116(B)

# Yorkshire Green Energy Enablement (GREEN) Project

**Volume 8**

**Document 8.22(B) Final Section 106 Agreement**

**Final Issue B  
September 2023**

**Planning Inspectorate Reference: EN020024**

Infrastructure Planning (Applications, Prescribed Forms and Procedure)  
Regulations 2009 Regulation 5(2)(q)



5 SEPTEMBER 2023

Agreement pursuant to Section 106 of the Town and County Planning Act  
1990 relating to the  
Yorkshire Green Energy Enablement (GREEN) Project

The North Yorkshire Council <sup>(1)</sup>  
City of York Council <sup>(2)</sup>  
Leeds City Council <sup>(3)</sup>  
National Grid Electricity Transmission plc <sup>(4)</sup>

DATE 5 SEPTEMBER 2023

## PARTIES

- (1) **The North Yorkshire Council** of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD;
  - (2) **City of York Council** of West Offices, Station Rise, York YO1 6GA;
  - (3) **Leeds City Council** of Merrion House, 110 Merrion Centre, Leeds, LS2 8BB;
- (each a **Council** and together the **Councils**); and
- (4) **National Grid Electricity Transmission plc** (Company No. 02366977) whose registered office is at 1-3 Strand, London, WC2N 5EH (**National Grid**).

## BACKGROUND

- (A) The Councils are the relevant planning authorities for the purposes of the 2008 Act for the area within which the Yorkshire Green Energy Enablement Project is situated and are the authorities by whom these development consent obligations are enforceable.
- (B) National Grid is the registered proprietor of the freehold interests in the Sites registered at the Land Registry under the title numbers set out in **Schedule 1**.
- (C) National Grid submitted an Application to the Secretary of State for Business, Energy and Industrial Strategy (subsequently referred to as the Secretary of State for Energy, Security and Net Zero) (c/o The Planning Inspectorate) on 15 November 2022 under section 37 of the Planning Act 2008 for a Development Consent Order entitled 'The National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order' (the **DCO**). The Application was accepted for Examination on 08 December 2022.
- (D) The DCO would enable National Grid to acquire rights in land, to construct various works and exercise powers for the purposes of, and in connection with, the construction of works proposed to be authorised by the DCO, namely works to the national electricity transmission system within Yorkshire; and
- (E) The Parties to this Agreement have agreed to enter into this Agreement in order to secure the development consent obligations contained in this Agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following terms and expressions have the respective meanings given to them unless the context otherwise requires:

**1990 Act** the Town and County Planning Act 1990 (as amended);

**2008 Act** the Planning Act 2008 (as amended);

**Application** the application submitted by National Grid to the Secretary of State for Business, Energy and Industrial Strategy (subsequently referred to as the Secretary of State for Energy Security and Net Zero) on 15 November 2022 including all proposed amendments to the application pre-determination pursuant to section 37 of the 2008 Act for the Order to grant development consent for the Yorkshire Green Energy Enablement Project;

<b>Authorised Development</b>	has the meaning ascribed to that term within the DCO;
<b>Business Day</b>	any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business;
<b>CIL</b>	the charge created pursuant to section 205 of the 2008 Act and Regulation 3 of the CIL Regulations and referred to as the Community Infrastructure Levy in those enactments;
<b>CIL Regulations</b>	the Community Infrastructure Levy Regulations 2010;
<b>Commencement</b>	the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in or carried out for the purposes of the Authorised Development, but does not include any pre-commencement works (as defined in Schedule 3 of the DCO) the Project and the words 'Commence' and 'Commenced' and cognate expressions shall be construed accordingly;
<b>Commencement Date</b>	the date of Commencement of the Authorised Development pursuant to the DCO;
<b>Construction Period</b>	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;
<b>DCO</b>	the development consent order to be made under the 2008 Act pursuant to the Application;
<b>Dispute</b>	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>Order Land</b>	has the meaning ascribed to that term within the DCO;
<b>Secretary of State</b>	the Secretary of State for Energy, Security and Net Zero; and
<b>Sites</b>	the land against which the obligations herein may be enforced as described as Site 1, Site 2 and Site 3 in Schedule 1 of this Agreement and shown for identification purposes on the Site Plans.
<b>Site Plans</b>	Plan 1, plan 2 and plan 3 attached to this Agreement at Appendix 1.

1.2 In this Agreement (unless the context otherwise requires):

- 1.2.1 the words **including** and **include** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
- 1.2.2 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;



- 1.2.3 words importing persons shall include firms, companies and bodies corporate and vice versa;
  - 1.2.4 words importing the singular shall include the plural and vice versa;
  - 1.2.5 words importing the masculine gender include the feminine gender and vice versa and words importing the neuter gender include the masculine and/or feminine gender;
  - 1.2.6 the headings and page numbers throughout this Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement;
  - 1.2.7 references to a numbered Clause, Schedule, Paragraph or Appendix are references to the clause, schedule, paragraph or appendix to this Agreement so numbered;
  - 1.2.8 any reference to any statutory provision shall be deemed to include any subsequent re-enactment or amending provision;
  - 1.2.9 an obligation not to do something includes an obligation not to allow it to be done; and
  - 1.2.10 where in any other part of this Agreement an expression or word is defined or expressed to have a particular meaning in such part the word or expression so defined shall have the same meaning throughout this Agreement unless the contrary intention is expressly stated.
- 1.3 No failure or delay by the Councils to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right or power of the relevant Council officers.

## **2. STATUTORY PROVISIONS**

- 2.1 This Agreement is executed as a Deed and the development consent obligations contained in this Agreement are development consent obligations for the purposes of Section 106 of the 1990 Act (to the extent that they are capable of being so and any covenants contained herein which are not planning obligations are entered into pursuant to section 111 of the Local Government Act 1972).
- 2.2 This Agreement is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and in pursuance of all other powers enabling the Parties hereto respectively.
- 2.3 The development consent obligations contained in this Agreement shall be enforceable by the Councils in respect of their administrative areas.
- 2.4 The development consent obligations are intended to bind the Sites and are enforceable against any person corporate or otherwise and successors in function claiming or deriving title through or under National Grid of the Sites or any part or parts thereof as if that person had been an original covenanting party to this Agreement.
- 2.5 None of the obligations herein shall be enforceable against statutory undertakers or other persons who acquire any part of the Sites or an interest in it for the purposes of the supply of gas water telecommunications or electricity (excluding transmission of electricity) in connection with the development of the Sites.
- 2.6 If any provision of this Deed is held to be invalid illegal or unenforceable under any enactment or rule of law that term or provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected.

### **3. COMMENCEMENT AND CONTINUANCE**

- 3.1 Subject to Clauses 3.2 and 3.3, the Parties agree that the Schedules to this Agreement shall have operative effect on the Commencement Date following the grant of the DCO.
- 3.2 In the circumstances the DCO is subject to judicial review proceedings, the following will prevail:
- 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Agreement will remain without operational effect unless the Authorised Development has been Commenced;
- 3.2.2 if following the final determination of such proceedings the DCO is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Deed will cease to have any further effect and any money paid to the Councils pursuant to the Schedules and not spent or committed by the Councils shall be repaid in full within 60 days of the final determination of such proceedings; and
- 3.2.3 if following the final determination of such proceedings the Authorised Development is capable of being Commenced, then this Deed will take effect in accordance with its terms.
- 3.3 In respect of this Agreement, proceedings by way of judicial review are finally determined when either of the following occur:
- 3.3.1 permission to bring a claim for judicial review has been refused and no further application can be made;
- 3.3.2 the court has provided judgment on the matter and the deadline for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- 3.3.3 any appeal is finally determined and no further appeal can be made.

### **4. COVENANTS**

- 4.1 National Grid covenants with the Councils to perform and observe:
- 4.1.1 the development consent obligations set out in the Schedules; and
- 4.1.2 any other obligations which are not development consent obligations contained in the Schedules pursuant to section 111 of the Local Government Act 1972 and all other powers so enabling, in each case so far as they relate to the Sites.
- 4.2 The Councils each covenant to perform and observe the obligations within their respective administrative areas as set out in the Schedules.

### **5. DISPOSAL OF INTEREST IN LAND**

- 5.1 No person shall be liable for the breach of any covenant in this Agreement after they have parted with their interest in the Sites or the part of the Sites in respect of which the breach occurs but this shall be without prejudice to their liability for any subsisting breach of covenant occurring prior to when they parted with such interest.

### **6. LOCAL LAND CHARGE**

- 6.1 National Grid acknowledges that this Agreement shall be registered as a local land charge in the Register of Local Land Charges maintained by the Councils.



- 6.2 Where the Agreement comes to an end under Clause 3.2 above or otherwise ceases to have effect, any entry made in the Register of Local Land Charges shall be cancelled or otherwise record the fact that it has come to an end and no longer affects the Sites.

## **7. PAYMENT OF THE COUNCILS' LEGAL COSTS**

- 7.1 National Grid shall, on completion of this Agreement and subject to the provisions of Clauses 7.2 and 7.3, pay the proper and reasonable legal costs incurred by the Councils (in each case up to but not exceeding the sum of £2,500 (two thousand and five hundred Pounds Sterling) together with any irrecoverable VAT) in the negotiation and completion of this Agreement.
- 7.2 Where costs have not already been agreed the Councils shall:
- 7.2.1 submit to National Grid estimates of the legal costs that it expects to recover from National Grid under any provision of this Agreement in advance of incurring such costs;
  - 7.2.2 use reasonable endeavours not to incur costs in exceedance of any estimate given to National Grid; and
  - 7.2.3 advise National Grid of any proposed change to a cost estimate previously provided before incurring costs in exceedance of that estimate.
- 7.3 National Grid shall reimburse the Councils' legal costs following receipt of an invoice together with appropriate evidence of the costs incurred.

## **8. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS**

- 8.1 Nothing in this Deed shall prohibit or limit the rights of National Grid to use or develop any part of the Sites or the Order Land in accordance with and to the extent permitted by a certificate of lawfulness of existing use or development, permitted development rights, planning permission, development consent or other statutory authority other than the DCO made (whether or not on appeal or by any other means).

## **9. COUNCILS' POWERS**

- 9.1 Nothing in this Agreement shall fetter the statutory rights, powers or duties of the Councils and in particular, advice given for the purposes of Schedule 4 on or in relation to a Draft Submission shall not predetermine any decision made by the Councils on or in relation to a Final Submission.

## **10. EXPIRY OR REVOCATION**

- 10.1 If the DCO expires or is revoked prior to the Commencement Date then this Agreement shall forthwith determine and cease to have effect and the Councils will cancel all entries made in their respective registers of local land charges in respect of this Agreement.

## **11. VARIATION OF THIS AGREEMENT**

- 11.1 No variation of this Agreement shall be effective unless it is in writing and duly executed on behalf of each of the Parties in the form of a Deed.

## **12. NOTICES**

- 12.1 Any notice, consent or approval required to be given under this Deed shall be in writing (in each case annotated with the reference 'Yorkshire Green Energy Enablement Project') and shall be sent to the address and marked for the attention of the persons identified below or instead to such other persons or address as may be notified by the Parties from time to time.

12.2 Any such notice must be delivered by hand or sent by first class post, registered delivery or courier service and shall conclusively be deemed, in the absence of evidence of earlier receipt, to have been received:

12.2.1 if delivered by hand, on the next Business Day after the day of delivery; and

12.2.2 if sent by first class post, registered delivery or courier service within the United Kingdom, on the day falling 2 Business Days after the day posting or dispatch, exclusive of the day of posting or dispatch.

12.3 The address for service of any such notice, consent or approval as aforesaid is:

12.3.1 in respect of service upon the Councils, the addresses provided at the front of this Agreement or such other address for service as the Councils may from time to time designate by written notice to National Grid and any such notice shall be marked for the attention of the following;

(a) The North Yorkshire Council - The Corporate Director of Community Development, County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD;

(b) Leeds City Council – Chief Planning Officer; and

(c) City of York Council – Head of Planning

12.3.2 in respect of service upon National Grid, the address provided at the front of this Agreement or such other address for service as National Grid may from time to time designate by written notice to the Councils and any such notice shall be marked for the attention of the Company Secretary.

12.4 A Party or its successor may from time to time expressly give notice that it will accept service of notices, consents or approvals by electronic means, as specified in the notice and if it has done so, service upon that Party may (but need not) be affected in the manner so specified in the last such notice in addition to, or instead of, service by hand or by any other means set out in Clause 12.2 and a document served by electronic means shall be deemed served on the next Business Day after sending.

### 13. EXCLUSION OF THIRD PARTY RIGHTS

13.1 Without prejudice to the terms of this Agreement the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the terms of this Deed.

### 14. PAYMENT

14.1 Unless otherwise provided the date for payment (**Due Date**) of any sum payable under any provision of this Agreement shall be the date on which payment becomes due under such provision or (in the case only where payment does not have to be made except following a demand or notification by the Council of the sum payable) the date 7 days after the making of such demand or notification.

14.2 Where payment of any sum payable as aforesaid is made after the Due Date interest shall be payable from the Due Date until the date of actual payment and shall be added to and form part of such sum at the rate of 4% above the base rate for the time being of the Bank of England.

### 15. RESOLUTION OF DISPUTES

15.1 In the event of any dispute or difference arising between the Parties hereto touching or concerning any matter or thing arising out of this Agreement such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person



shall act as an Expert and their decision shall be final and binding on the Parties to the dispute or difference and their costs shall be payable by the parties to the dispute in such proportion as they shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

- 15.2 In the absence of agreement between the Parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause 15.1 above or as to the appropriate professional body within fourteen days after any party has given to the other Parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to sub clause 15.1 above then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and their decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and their costs shall be payable by the Parties to the dispute in such proportion as they shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares.

## **16. COMMUNITY INFRASTRUCTURE LEVY**

- 16.1 The Parties hereby acknowledge and agree that this Agreement has been negotiated and agreed on the assumption that liability to CIL does not arise in respect of the Authorised Development because it does not include anything done by way of or for the purpose of the creation of a new building or anything done to or in respect of an existing building.

## **17. VAT**

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.
- 17.2 If this Agreement or anything contained in it gives rise to a taxable supply for VAT purposes by the Councils to National Grid then the Councils shall use all reasonable endeavours to recover VAT in the first instance.

## **18. GOVERNING LAW AND JURISDICTION**

- 18.1 The terms of this Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and are subject to the exclusive jurisdiction of the Courts of England and Wales.

**SCHEDULE 1****THE SITES**

<b>Site</b>	<b>Council</b>	<b>Address/Title Number of the Sites</b>	<b>Interest held by National Grid</b>
Site 1	The North Yorkshire Council	Monk Fryston Substation, Rawfield Lane, LS25 5PF  NYK390729	Freehold
Site 2	Leeds City Council	Kirkstall Substation, Redcote Lane, Leeds, LS4 2AL  WYK760317	Freehold
Site 3	City of York Council	Osbalwick Substation, Murton, York, YO19 5LA  NYK492087	Freehold



## SCHEDULE 2

### BIODIVERSITY NET GAIN

#### 1. INTERPRETATION

1.1 In this Schedule the following terms and expressions have the following respective meanings unless otherwise stated:

Biodiversity Net Gain Assessment	means an assessment using Defra's Biodiversity Metric v 3.1 (unless legislative requirements require use of an alternative version of the metric) calculating the biodiversity units upon completion of each Stage of the Authorised Development as compared with its pre-development biodiversity value;
Final Biodiversity Net Gain Assessment	means an assessment using Defra's Biodiversity Metric v 3.1 (unless legislative requirements require use of an alternative version of the metric) calculating the biodiversity units upon completion of construction of the Authorised Development as compared with its pre-development biodiversity value;
Biodiversity Offsetting Scheme	means a scheme which demonstrates how the Authorised Development will achieve at least an overall percentage of 10% biodiversity net gain compared with the pre-development biodiversity value having regard to both on-site and off-site biodiversity enhancements;
Completion Report	means a report produced by National Grid detailing the steps taken to implement the Biodiversity Offsetting Scheme;
BNG Habitat Monitoring Report	means a report produced by National Grid detailing the steps taken to monitor the condition of the habitats created as a result of the biodiversity enhancements provided;
BNG Monitoring Fee	means a sum capped at £5,000 (five thousand Pounds Sterling) payable to each BNG Monitoring Body to review the BNG Habitat Monitoring Reports;
BNG Monitoring Body	means the Council responsible for monitoring the delivery of the Biodiversity Offsetting Scheme which, for the avoidance of doubt, shall be the Council for the administrative area in which the Biodiversity Offsetting Scheme (s) is/are to be delivered or where the scheme (s) is/are to be delivered in the administrative areas of more than one Council, all or both of them;
Biodiversity Credits	means those credits that can be purchased from the Secretary of State if the biodiversity net gains cannot be achieved on-site or through the off-site market, such price to be determined by the Secretary of State; and
"Stage"	means a defined stage of the authorised development, as described in a scheme submitted to the relevant planning authority pursuant to requirement 4 of the Development Consent Order (stages of authorised development).

## 2. DELIVERY OF BIODIVERSITY OFFSETTING SCHEME

- 2.1 Within two months of the date of completion of each Stage of the Authorised Development National Grid will submit to Natural England and the Councils an updated Biodiversity Net Gain Assessment.
- 2.2 Within six months of the date on which the Construction Period ends for the Authorised Development, National Grid must submit, following consultation with Natural England, a Final Biodiversity Net Gain Assessment to the Councils for approval.
- 2.3 If the Final Biodiversity Net Gain Assessment submitted pursuant to paragraph 2.2 demonstrates that less than 10% biodiversity net gain has been achieved overall across the administrative areas of the Councils following construction of the Authorised Development; National Grid must include a Biodiversity Offsetting Scheme within the Biodiversity Net Gain Assessment submitted to the Councils, in accordance with paragraph 2.2 above.
- 2.4 Where a Biodiversity Offsetting Scheme is required to be produced, no later than the date falling 25 Business Days after the date on which it received a submission from National Grid in accordance with paragraph 2.3, the relevant Councils shall notify National Grid whether or not it approves the Biodiversity Offsetting Scheme (delivery of which to be proportionately delivered within each Council's administrative area where possible).
- 2.5 Where a Biodiversity Offsetting Scheme is not required to be produced, no later than the date falling 25 Business Days after the date on which it received a submission from National Grid in accordance with paragraph 2.1, the relevant Councils shall notify National Grid whether or not it approves the Biodiversity Net Gain Assessment.
- 2.6 The Biodiversity Offsetting Scheme must be implemented by National Grid, as approved, unless otherwise agreed in writing with the Councils, on:
  - 2.6.1 the Order Land;
  - 2.6.2 land within National Grid's control;
  - 2.6.3 any other land by agreement with the relevant Council or its partners; or
  - 2.6.4 via the use of statutory Biodiversity Credits.
- 2.7 Upon satisfactory completion of the Biodiversity Offsetting Scheme, as agreed with the BNG Monitoring Body, National Grid will submit the Completion Report to the Councils.
- 2.8 National Grid will be responsible for ensuring the biodiversity enhancements delivered pursuant to the Biodiversity Offsetting Scheme for a period of not less than thirty years from the date of delivery of the relevant biodiversity enhancement provided.
- 2.9 National Grid will submit BNG Habitat Monitoring Reports to the relevant BNG Monitoring Body on the anniversaries of 1, 3, 5, 10, 20 and 30 years unless otherwise agreed with the BNG Monitoring Body from the date of delivery of the biodiversity enhancements
- 2.10 Upon submission of the BNG Habitat Monitoring Report at the first anniversary of the biodiversity enhancements National Grid will pay the BNG Monitoring Fee to the relevant BNG Monitoring Body.



### SCHEDULE 3

#### COUNCILS' OBLIGATIONS

##### 1. REGISTRATION

- 1.1 This Agreement shall be registered by each of the relevant Councils promptly after the date of this Agreement as a local land charge in the relevant local land charges registers.
- 1.2 Following the performance and satisfaction of any obligations contained in this Agreement, each of the relevant Councils shall provide written confirmation upon request to National Grid and shall forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed and provide evidence of discharge.
- 1.3 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by National Grid and/or given by the Council or its officers in accordance with this Agreement shall be in addition to any other approvals consents agreements or confirmations that may be required by the Act or by any other statute or regulations.
- 1.4 All such approvals consents agreements satisfactions confirmations or calculations shall not be unreasonably withheld or delayed by the Councils or their relevant officers

## SCHEDULE 4

### SERVICE LEVEL AGREEMENT

#### 1. INTERPRETATION

- 1.1 In this Schedule the following terms and expressions have the following respective meanings unless otherwise stated:

<b>Discharged in Principle</b>	means written advice from a suitably qualified officer or external advisor of the relevant Council(s) in respect of any Draft Submission that, in their opinion, a Final Submission (in the same form as the agreed Draft Submission) would be sufficient to discharge a Requirement;
<b>Draft Submission</b>	means a draft version of information designed to achieve the discharge of one or more Requirement;
<b>Requirement</b>	means any one of the Requirements contained within Schedule 3 of the Development Consent Order in the form they take following a decision by the Secretary of State to make the Development Consent Order;
<b>Final Submission</b>	means a submission (including any documents, materials or information, whether submitted contemporaneously or otherwise, relied upon in support of the application) to discharge one or more Requirements;
<b>Other Consents</b>	means any other consents, applications or approvals required by any of the Articles contained within the Development Consent Order in the form they take following a decision by the Secretary of State to make the Development Consent Order;
<b>Pre-Decision Period</b>	means the period which begins on the date of this Agreement and ends on the date on which the final Requirement is formally discharged; and
<b>Reasonable Costs</b>	means the reasonable costs incurred by each Council in compliance with its obligations under paragraph 3 of this Schedule.

#### 2. APPLICATION

- 2.1 For the purposes of this Agreement only, this Schedule shall apply to the Councils in the exercise of their role as local planning authorities, local highway authorities, drainage or waste authorities and in their capacity as lead local flood authorities as the case may be.



### **3. PRE-DECISION PERIOD**

- 3.1 The Parties hereby agree that discussions and engagement relating to the discharge of Requirements and Other Consents shall continue between National Grid and the relevant Council(s) during the Pre-Decision Period and in particular that monthly meetings between the Parties shall continue to take place, either in person or by telephone or other virtual means (such as Microsoft Teams), as appropriate, in accordance with the provisions of this Schedule.
- 3.2 The Parties hereby agree that National Grid may provide Draft Submissions to the relevant Council(s) during the Pre-Decision Period.
- 3.3 Upon receipt of a Draft Submission from National Grid, the relevant Council(s) shall:
- 3.3.1 review the information provided within the Draft Submission and advise National Grid whether further information or clarification would be required in order to determine the relevant Requirement or Other Consent, were a Final Submission to be made on the same terms;
  - 3.3.2 undertake such consultation with internal and external consultees as it would normally have been undertaken had the Draft Submission been a Final Submission; and
  - 3.3.3 issue a letter in writing to National Grid advising whether or not the Draft Submission has been Discharged in Principle and if the relevant Council(s) advise that the Draft Submission has not been Discharged in Principle to provide reasons for this opinion.
- 3.4 Upon receipt of a letter from the relevant Council(s) pursuant to paragraph 3.3.3 above in respect of any Draft Submission, National Grid shall consider the advice received and, should it consider it beneficial to do so, National Grid may prepare and submit a further Draft Submission which the relevant Council(s) shall further consider in accordance with its obligations under paragraph 3.3 above.

### **4. COSTS**

- 4.1 National Grid shall reimburse each Council in respect of its Reasonable Costs:
- 4.1.1 following receipt of an invoice together with appropriate evidence of the Reasonable Costs incurred by that Council; and
  - 4.1.2 provided always that each Council shall firstly submit a draft of any invoice to National Grid for consideration and approval in accordance with paragraph 4.2 below.
- 4.2 Draft invoices must be submitted to National Grid for consideration and approval on or before the fifth day of each calendar month and include any Reasonable Costs incurred by the relevant Council during the preceding month.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

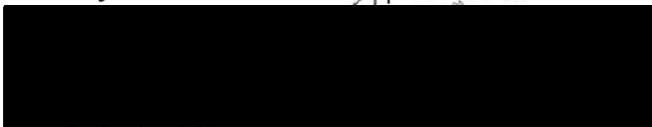
Executed as a deed by affixing the common seal of  
**The North Yorkshire Council** in the presence of:



Authorised Signatory



Executed as a deed by affixing the common seal of  
**City of York Council** in the presence of:



Authorised Signatory



Executed as a deed by affixing the common seal of  
**Leeds City Council** in the presence of:



Authorised Signatory

Nikki Deol  
Legal Services

[COMMON SEAL]

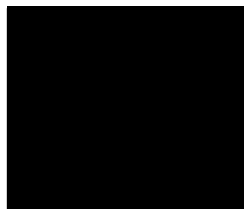


Seal No. 106603



NGET11509

The common seal of **National Grid Electricity Transmission plc** was hereunto affixed in the presence of:



Authorised Signatory

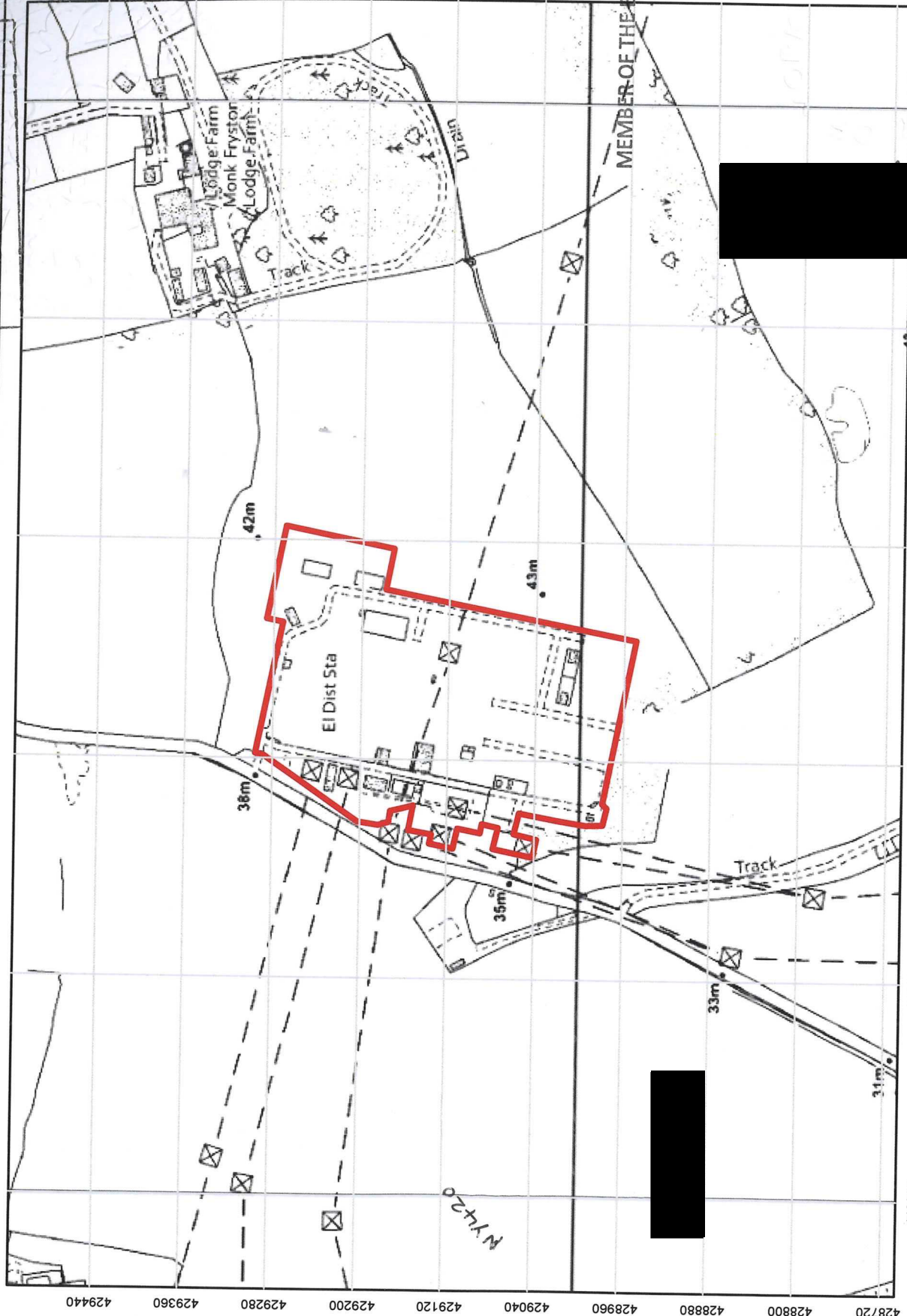
Member of the Board Sealing Committee

**APPENDIX 1**

**SITE PLANS**



Seal No. 166603



OS Disclaimer: Background Mapping information has been reproduced from the Ordnance Survey map by permission of Ordnance Survey on behalf of The controller of His Majesty's Stationery Office. ©Crown Copyright Ordnance Survey National Grid Electricity Transmission (100024241) & National Gas Transmission (100024886)

Date: 8/22/2023  
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NG Disclaimer: National Grid  
represented on this map  
Technology Park, Warwick  
National Grid  
Note: Any sketches on the map are approximate and not captured to any particular level of precision.

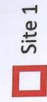
The asset position information  
of National Grid PLC (Warwick  
Technology Park, Warwick  
National Grid  
Note: Any sketches on the map are approximate and not captured to any particular level of precision.

HERE

North Sea

Dublin  
Sources: Esri, HERE, Garmin, FAO, NOAA, NPS, OpenStreetMap contributors, and the GIS User Community

### Legend



NGET11509

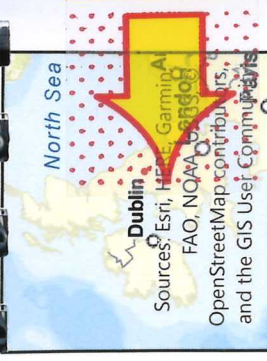


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### Notes



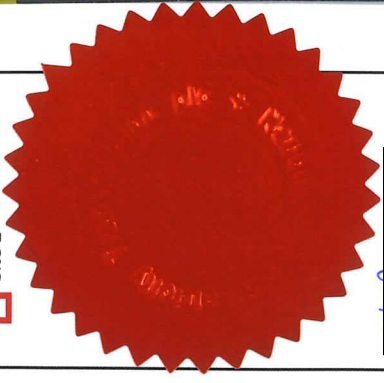




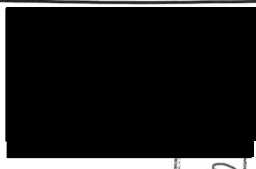
**Legend**

□ Site 2

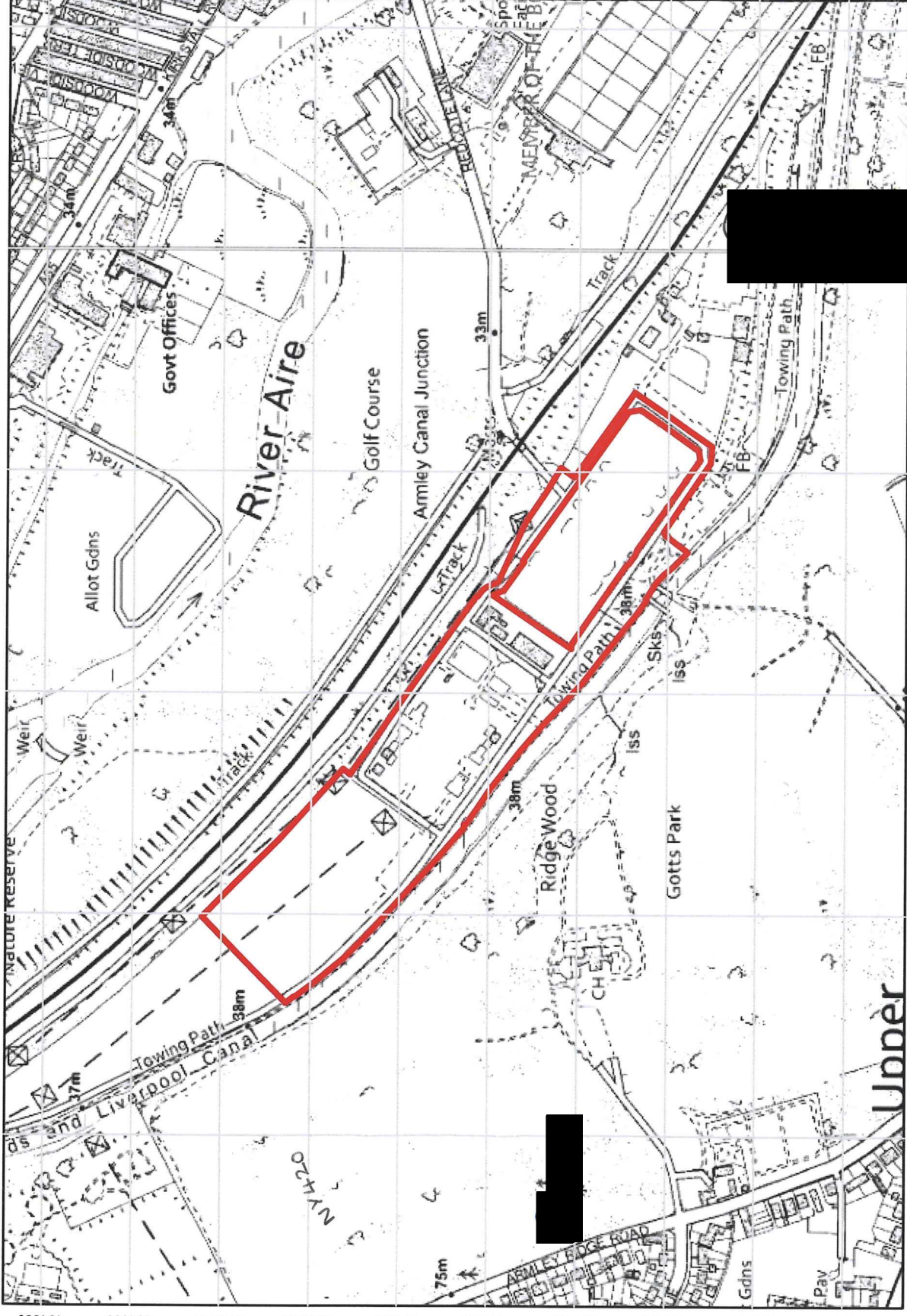
NGR E11509



**Notes**



10660

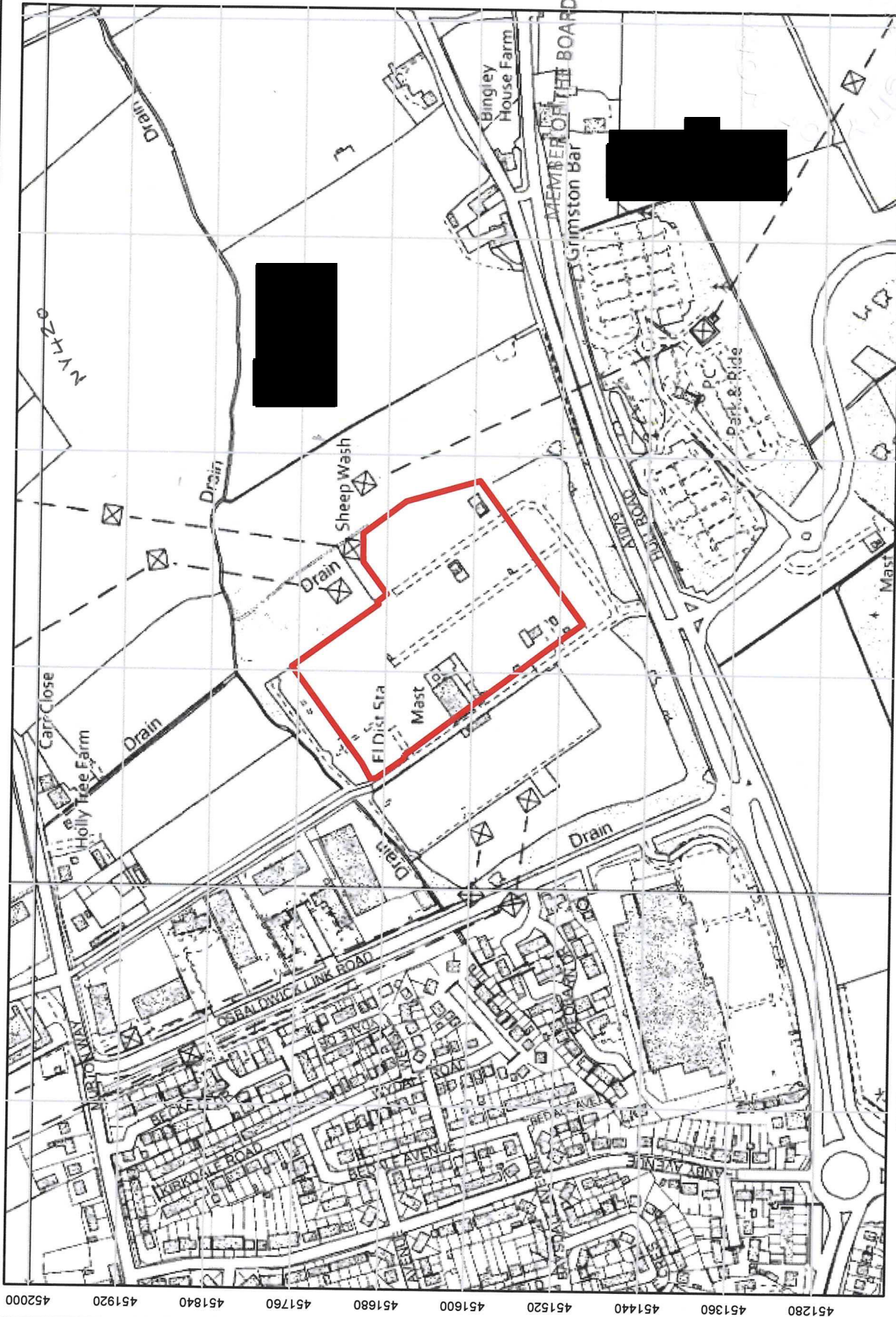


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**Legend**

Site 3

**NOGETIISON**



NOGETIISON



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**Notes**

106603

0 0.4 0.8 1.6 2.4 3.2 km

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