

YG-DCO-068(E)

# Yorkshire Green Energy Enablement (GREEN) Project

**Volume 8**

**Document 8.5.1(E) Statement of Commonality for Statements of  
Common Ground (Clean)**

**Final Version E  
September 2023**

**Planning Inspectorate Reference: EN020024**

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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
11/07/2023	3	Final	Updated to reflect position at Deadline 5
06/09/2023	4	Final	Updated to reflect position at Deadline 7
13/09/2023	5	Final	Updated to reflect final position at Deadline 8

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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) 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 within the submitted SoCGs at Deadline 8 of the Examination (13 September 2023). National Grid has provided an updated version of the following Statements of Common Ground at Deadline 8:
- Statement of Common Ground between National Grid and National Gas Transmission plc
  - Statement of Common Ground between National Grid and Northern Gas Networks Limited
- 1.1.5 The updated versions listed above represent the final version of SoCGs where all matters under discussion between National Grid and the respective Stakeholder have either been noted as agreed or explained as to why the matter is not agreed between the parties.
- 1.1.6 All other SoCGs have been submitted as final version to the ExA at previous Deadlines, as detailed within Table 2.1 below.
- 1.1.7 This document is the final version of the Statement of Commonality.

## 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 a final list of SoCGs submitted to the ExA.
  - Section 3 provides the final status of each SoCG.
  - Section 4 sets out the commonality between SoCGs and provides a summary of the principal matters not agreed between National Grid and any of the parties.

## 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 is provided in the **Protective Provisions Progress Schedule (Document 8.12(E))** submitted at Deadline 8.
- 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. As of Deadline 8, there are no matters outstanding with any parties.
  - Approvals which include 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.
- 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 final SoCGs in place at Deadline 8.

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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

Table 2.1 – SoCGs at Deadline 8

<b>Party</b>	<b>Position</b>
<b>Local Planning Authorities (LPAs)</b>	
North Yorkshire Council <sup>3</sup>	Final signed SoCG submitted at Deadline 7.  The majority of matters in this SoCG are agreed with six principle matters not agreed. Further details of the matters not agreed are provided in Section 4.2 of this document.
Leeds City Council	Final signed SoCG submitted at Deadline 7 with all matters agreed.
City of York Council	Final signed SoCG submitted at Deadline 5.  The majority of matters in this SoCG are agreed with one matter not agreed. Further details of the not agreed matter are provided in Section 4.2.
<b>Statutory Consultees</b>	
Natural England	Final signed SoCG submitted at Deadline 5 with all matters agreed.
Historic England	Updated and final SoCG submitted at Deadline 5 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	Final signed SoCG submitted at Deadline 7 with all matters agreed.
National Highways Limited	Final signed SoCG submitted at Deadline 7.  Majority of matters are agreed with two matters not agreed. Further details of matters not agreed are provided in Section 4.2.
Network Rail Infrastructure Limited	Final signed SoCG submitted at Deadline 7.  The majority of matters are agreed with several matters not agreed. Further details of matters not agreed are provided in Section 4.2.

<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.

## Statutory Undertakers

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Kyle and Ouse (part of the York Consortium) IDB	Final signed SoCG submitted at Deadline 7 with all matters agreed.
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Ainsty (shire group) IDB	Final signed SoCG submitted at Deadline 7. The majority of matters are agreed with one matter not agreed. Further detail of the matter not agreed is outlined in Section 4.2.
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Foss (part of the York Consortium) IDB	Final signed SoCG submitted at Deadline 7 with all matters agreed.
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Northern Powergrid (Yorkshire) plc and Northern Powergrid (Northeast) plc	Final signed SoCG submitted at Deadline 5 with all matters agreed.
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Cellnex UK Limited	Final signed SoCG submitted at Deadline 5 with all matters agreed.
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EE Limited and Hutchison 3G UK Limited	Final Signed SoCG submitted at Deadline 5 with all matters agreed.
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National Gas Transmission plc	Final signed SoCG submitted at Deadline 8. Whilst the majority of matters are agreed, two principal matters remain not agreed. Further details of the matters not agreed are provided in Section 4.2 of this document.
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Northern Gas Networks Limited	Final signed SoCG submitted at Deadline 8 with all matters agreed.
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Yorkshire Water Services Limited	Final signed SoCG submitted at Deadline 5 with all matters agreed.
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## Interested parties

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Yorkshire Wildlife Trust	Final signed SoCG submitted at Deadline 5. All matters agreed aside from one. Further details of matters not agreed are provided in Section 4.2.
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National Trust	Final Signed SoCG submitted at Deadline 5 with all matters agreed.
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Canal and River Trust	Final signed SoCG submitted at Deadline 5 with all matters agreed.
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## 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 PRowMP (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 the final status of each SoCG.

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:

- Final Signed SoCG with matters not agreed – The final version of the SoCG has been signed by both parties, and there remain matters not agreed that National Grid and the other party agree will not be resolved during examination.
- Final agreed 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	Final signed SoCG with matters not agreed
8.5.3	City of York Council	Final signed SoCG with matters not agreed
8.5.4	Leeds City Council	Final signed SoCG all matters agreed
8.5.5	Natural England	Final signed SoCG all matters agreed
8.5.6	Yorkshire Wildlife Trust	Final signed SoCG with matters not agreed
8.5.7	Environment Agency	Final signed SoCG all matters agreed
8.5.8	Historic England	Final agreed SoCG without signature, but all matters agreed
8.5.9	National Trust	Final signed SoCG all matters agreed
8.5.10	Northern Powergrid (Yorkshire) plc and Northern Powergrid (Northeast) plc	Final signed SoCG all matters agreed
8.5.11	Network Rail	Final signed SoCG with matters not agreed
8.5.12	Ainsty (shire group) IDB	Final signed SoCG with matters not agreed
8.5.13	Kyle and Upper Ouse (York Consortium) IDB	Final signed SoCG with all matters agreed
8.5.14	National Highways Limited	Final signed SoCG with matters not agreed
8.5.15	Canals and River Trust	Final signed SoCG with all matters agreed
8.5.16	Foss IDB	Final signed SoCG with all matters agreed

8.5.17	Cellnex UK Limited	Final signed SoCG with all matters agreed
8.5.18	EE Limited and Hutchison 3G UK Limited	Final Signed SoCG with all matters agreed
8.5.19	National Gas Transmission plc	Final signed SoCG with matters not agreed
8.5.20	Northern Gas Networks Limited	Final signed SoCG with all matters agreed
8.5.21	Yorkshire Water Services Limited	Final signed SoCG with all matters agreed

## 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 not agreed with the various parties at Deadline 8.

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 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 agreement has not been reached.

Table 4.1 – Commonality

SoC G ID	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	Red		Green	Green	Green	Red	Green	Green	Green	Green	Green	Green	Red	Green	Red	Green	Green	Green	Green
8.5.3	City of York Council	Green	Green		Green	Green	Green	Red	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green
8.5.4	Leeds City Council	Green	Green		Green	Green	Green	Green	Green	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					Green	Green	Green									
8.5.8	Historic England		Green			Green				Green											
8.5.9	National Trust								Green	Green											

8.5.10	Northern Power Grid Limited																		
8.5.11	Network Rail																		
8.5.12	Ainsty (shire group) IDB																		
8.5.13	Kyle and Upper Ouse (York Consortium) IDB																		
8.5.14	National Highways Limited																		
8.5.15	Canals and River Trust																		
8.5.16	Foss IDB																		
8.5.17	Cellnex UK Limited																		
8.5.18	EE Limited and Hutchison 3G UK Limited																		
8.5.19	National Gas Transmission plc																		
8.5.20	Northern Gas Networks Limited																		
8.5.21	Yorkshire Water Services Limited																		

## 4.2 Principal matters not agreed

4.2.1 The following section provides narrative on specific areas where matters are identified as being '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 examination to resolve matters and reach agreements. 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, there are six principle matters which National Grid and North Yorkshire Council do not agree on which are set out in section 4 of the SoCG **(Document 8.5.2(D)) [REP7-074]**.

4.2.4 The first matter detailed in Section 4.1.1 is a disagreement 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 Green Belt Position Statement detailing the views of National Grid and each of the Local Planning Authorities (North Yorkshire Council and City of York Council) on all Green Belt matters is submitted at Deadline 7 **(Document 8.34.2) [REP7-034]**.

4.2.5 The second matter detailed in section 4.2.1 which the parties disagree on is the construction hours proposed for the project secured through Requirement 7 of the **draft DCO (Document 3.1(F)) [REP7-059]**. The disagreement regarding the working hours is linked to North Yorkshire Council not agreeing the inclusion of weekend core hours set out in the **Noise and Vibration Management Plan (ES Chapter 3: Noise and Vibration Management Plan, Document 5.3.3H) [APP-101]** and as noted in section 4.4.1 of the SoCG **(Document 8.5.2 (D))**. A Working Hours Position Statement has been prepared which details both parties' position in regard to noise and working hours related matters which is submitted at Deadline 7 **(Document 8.34.1) [REP7-047]**.

4.2.6 The third matter of disagreement related to Requirement 18 relating to the approval of details having regard to the Design Approach to Site Specific Infrastructure. NYC have made a representation at Deadline 4 **[REP4-041]** which requests that the Requirement wording be amended to include the approval of external colour and surface finish of permanent buildings, boundary and acoustic fencing and surface materials. National Grid set out in Table 22.8 in **Document 8.24 Applicants Comments on Interested Parties Deadline 4 Submission [REP5-082]** and Table 2.17 in **Document 8.25.1 Applicants Response to Examining Authority's Second Written Questions (ExQ2) [REP5-083]** its rationale as to why this should not be considered necessary.

4.2.7 The fourth matter of disagreement between the parties is in regard to the timescales for the discharge of DCO requirements. The positions of each party are detailed in Section 4.2.2 of the SoCG **(Document 8.5.2 (D)) [REP7-074]** and explain how National Grid

have prepared a Service Level Agreement (SLA) which is secured through the final S106 Agreement (**Document 8.22(B)**) [REP7-032] and commits to providing a fully funded pre-application process for the discharge of requirements to assist in enabling a more expedient approval process for the requirements.

- 4.2.8 The fifth matter of disagreement relates to the methodology used for the construction stage noise assessment albeit that the conclusions of the assessment for construction stage noise are agreed between the parties. This matter is detailed further in Section 4.3.1 of the SoCG (**Document 8.5.2(D)**) [REP7-074].
- 4.2.9 The final matter not agreed between the parties is detailed in Section 4.5.1 of the SoCG (**Document 8.5.2(D)**) [REP7-074] and relates to the Construction Traffic Management Plan and its reference to the use of Butts Lane for construction traffic. Discussions continue between National Grid and a third-party landowner to facilitate the use of an alternative route which will require a landowner agreement. However until this matter is resolved, the point remains not agreed with North Yorkshire Council.

### **City of York Council**

- 4.2.10 National Grid has been working closely with City of York Council through the pre-application process and the examination. National Grid has been engaged with specialist officers throughout to seek agreement on the matters outlined within the SoCG.
- 4.2.11 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.
- 4.2.12 A Green Belt Position Statement detailing the views of National Grid and each of the Local Planning Authorities on all Green Belt matters is submitted at Deadline 7 (**Document 8.34.2**) [REP7-034].

### **Yorkshire Wildlife Trust**

- 4.2.13 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].
- 4.2.14 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.
- 4.2.15 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.

### **Network Rail**

- 4.2.16 National Grid has engaged with Network Rail on matters concerning the Project and there are matters which are not agreed between the parties. There are currently four

topic areas of matters which remain not agreed between the parties as detailed in Table 4.1 of the SoCG **(Document 8.5.11(D)) [REP7-075]**.

- 4.2.17 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 not agreed on 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.
- 4.2.18 Secondly, the Parties are not agreed on the precise form of the framework agreement which shall dictate the Parties' respective obligations in respect of the authorised works.
- 4.2.19 Thirdly, the Parties are not agreed on the precise form of the protective provisions included within the **draft DCO (Document 3.1(F)) [REP7-059]**.
- 4.2.20 Finally, the Parties are not agreed 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. National Grid's detailed position on this matter is set out in **Applicant's Position Statement – Protective Provisions Not Yet Agreed with Network Rail (Document 8.34.3) [REP7-035]** submitted at Deadline 7.

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

- 4.2.21 National Grid has engaged with Ainsty (Shire Group) IDBs throughout the Examination to resolve the majority of matters. One matter is not agreed 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 (C)) [REP7-022]**.

#### **National Highways**

- 4.2.22 National Grid has continued discussions with National Highways throughout the Examination and has received confirmation that all technical matters are agreed.
- 4.2.23 Following discussions, there are two matters which are not agreed between the parties. The first matters, detailed in Section 4.1.1 of the SoCG **(Document 8.5.14(C)) [REP7-077]**, is the position on indemnity provision which National Highways deem should be uncapped. National Grid maintain that the provision should be proportionally capped as justified further in **Applicant's Position Statement – Protective Provisions Not Yet Agreed with National Highways (Document 8.34.5)** submitted at Deadline 7.
- 4.2.24 The second matter not agreed is detailed in Section 4.1.2 of the SoCG **(Document 8.5.14(C))** and relates to the protection of land not used for National Highways' undertaking. National Highways considers that the protective provisions should apply to all land it owns within the Order limits generally as opposed that that which is used for its statutory undertaking. National Grid's position is detailed further in **Applicant's Position Statement – Protective Provisions Not Yet Agreed with National Highways (Document 8.34.5) [REP7-037]** submitted at Deadline 7.

#### **National Gas Transmission plc**

- 4.2.25 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 and final version submitted at Deadline 8 **(Document 8.5.19(D))** to provide a summary of the position on the discussions between the two parties.



- 4.2.26 Two matters are not agreed. Firstly, regarding the adequacy of the proposed protective provisions which is set out in Section 4.1.1 of the SoCG (**Document 8.5.19(D)**) submitted at Deadline 8. National Grid's detailed position on this matter is set out in **Applicant's Position Statement – Protective Provisions Not Yet Agreed with National Gas Transmission (Document 8.34.4) [REP7-036]** submitted at Deadline 7.
- 4.2.27 The second matter not agreed set out in Section 4.1.2 of the SoCG (**Document 8.5.19 (D)**) relates to the finalisation of a side agreement between the 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 8 (**Document 8.12(E)**).

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