

YG-DCO-086(ED)

Yorkshire Green Energy Enablement (GREEN) Project

Volume 8

Document 8.5.19(ED) Statement of Common Ground between National Grid Electricity Transmission plc and National Gas Transmission plc
(Clean) (acked)

~~Draft~~ Final Version 43
September 2023

Planning Inspectorate Reference: EN020024

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

Contents

1.	Introduction	1
1.2	Description of the Project	1
1.3	This Statement of Common Ground	4
2.	Record of Engagement	6
2.1	Role of National Gas in the DCO process	6
2.2	Summary of pre-application discussions	6
2.3	Summary of post-submission discussions	7
3.	Matters Agreed	11
4.	Matters Not Agreed	12
5.	Matters outstanding	13
6.	Approvals	14
<hr/>		
	Table 2.1 – Pre-application discussions	6
	Table 2.2 – Post-submission discussions	7
	Table 3.1 – Matters agreed in principle	11
	Table 4.1 – Matters not agreed	12
	Table 5.1 – Matters outstanding	13
<hr/>		
	Figure 1 – Location of the Yorkshire GREEN Project	4
<hr/>		

Document control

Version History

Document	Version	Status	Description / Changes
Statement of Common Ground	1	Draft	Discussions with NGT
Statement of Common Ground	2	Draft	Discussions with NGT
Statement of Common Ground	3	Draft	Discussions with NGT
<u>Statement of Common Ground</u>	<u>4</u>	<u>Final</u> Draft	<u>Final version for submission to the ExA</u>

1. Introduction

- 1.1.1 A Statement of Common Ground (SoCG) is a written statement produced as part of the application process for a Development Consent Order (DCO) and is prepared jointly between the applicant and another party. It sets out matters of agreement between both parties, as well as matters where there is not an agreement. It also details matters that are under discussion.
- 1.1.2 The aim of a SoCG is to help the Examining Authority manage the Examination Phase of a DCO application. Understanding the status of the matters at hand will allow the Examining Authority to focus their questioning and provide greater predictability for all participants in examination. A SoCG may be submitted prior to the start of, or during Examination, and then updated as necessary, or as requested during the Examination Phase.
- 1.1.3 This is a SoCG between National Grid Electricity Transmission plc (National Grid) and National Gas Transmission plc (National Gas). The SoCG relates to the DCO application for the Yorkshire Green Energy Enablement (GREEN) Project (referred to as the Project or Yorkshire GREEN). It has been prepared in accordance with the guidance¹ published by the Department for Levelling Up, Housing and Communities (DLUHC).
- 1.1.4 This SoCG has been prepared to identify matters agreed, matters not agreed and matters currently outstanding between National Grid and National Gas in terms of technical and engineering matters. Political matters have not been set out in this document.
- 1.1.5 This version (V43 September 2023) of the SoCG represents the position between National Grid and National Gas at Deadline 87 on 136 September 2023. This SoCG represents a ~~draft for Deadline 7 and it is intended that a final version of this SoCG will be prepared~~ for Deadline 8.

1.2 Description of the Project

Need for the Yorkshire GREEN Project

- 1.2.1 National Grid propose to upgrade and reinforce the electricity transmission system in Yorkshire. This reinforcement is needed to improve the transfer of clean energy across the country.
- 1.2.2 Electricity flows are set to double within the next ten years as a result of offshore wind developments, other sources of clean energy and expanding interconnection capacity (high-voltage cables that connect the electricity systems of neighbouring countries) in both Scotland and north-east England. Yorkshire GREEN would contribute towards strengthening the national electricity transmission network so that it can accommodate this growth in electricity flows. Reinforcement would ensure that the network is not

¹ Planning Act 2008: Guidance for the examination of applications for development consent. Available at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/418015/examinations_guidance_final_for_publication.pdf

overwhelmed, and that potential future pressures on the network are relieved in the north and north-east of England, whilst balancing supply and demand.

- 1.2.3 Without additional reinforcement, the existing transmission system would become overloaded. To stop these overloads from happening, National Grid Electricity System Operator would need to constrain power generation. Such action could result in significant costs to consumers.
- 1.2.4 As a result, it is necessary and economical to invest in network reinforcement in the long term, and critically to ensure that Yorkshire GREEN is designed, tested and installed in sufficient time to meet the 2027 earliest in service date. Reinforcement of the network would enable an increase in the transfer of clean energy, increasing network capacity and avoiding constraint costs.

Yorkshire GREEN Project Description

- 1.2.5 Yorkshire GREEN comprises both new infrastructure and works to existing transmission infrastructure and facilities. The Project is divided into six sections (see **Figure 1**), located within three local authority boundaries²:

- **Section A (Osbalwick Substation) (City of York Council):** Minor works would take place at the existing Osbalwick Substation comprising the installation of a new circuit breaker and isolator along with associated cabling, removal and replacement of one gantry and works to one existing pylon. All substation works would be within existing operational land.
- **Section B (North west of York Area) (City of York Council and North Yorkshire Council):** Works would comprise:
 - reconductoring of 2.4km of the 400kV Norton to Osbalwick (2TW/YR) overhead line and replacement of one pylon on this overhead line;
 - the new 400kV YN overhead line (2.8km), north of the proposed Overton Substation;
 - the new Shipton North and South 400kV cable sealing end compounds (CSECs) and 230m of cabling to facilitate the connection of the new YN 400kV overhead line with the existing Norton to Osbalwick YR overhead line;
 - a new substation (Overton 400kV/275kV Substation) approximately 1km south of Shipton by Beningbrough;
 - two new sections of 275kV overhead line which would connect into Overton Substation from the south (the 2.1km XC overhead line to the south-west and the 1.5km SP overhead line to the south-east);
 - works to 5km of the existing XCP Poppleton to Monk Fryston overhead line between Moor Monkton in the west and Skelton in the east comprising a mixture of decommissioning, replacement and realignment. To the south and south-east of Moor Monkton the existing overhead line would be realigned up to 230m south from the current overhead line and the closest pylon to Moor Monkton (340m south-east) would be permanently removed. A 2.35km section of this existing

² North Yorkshire Council, City of York Council, and Leeds City Council.

overhead line permanently removed between the East Coast Mainline (ECML) Railway and Woodhouse Farm to the north of Overton.

- **Section C (existing 275kV Poppleton to Monk Fryston (XC) overhead line north of Tadcaster (Section D)) (North Yorkshire Council):** Works proposed to this existing 275kV overhead line include replacing existing overhead line conductors, replacement of pylon fittings, strengthening of steelwork and works to pylon foundations.
- **Section D (Tadcaster) (Leeds City Council and North Yorkshire Council):** Two new CSECs (Tadcaster East and West 275kV CSECs) and approximately 350m of cable would be installed approximately 3km south-west of Tadcaster and north-east of the A64/A659 junction where two existing overhead lines meet. One pylon on the existing 275kV Tadcaster Tee to Knaresborough (XD) overhead line would be replaced.
- **Section E (existing 275kV Poppleton to Monk Fryston (XC) overhead line south of Tadcaster (Section D)) (North Yorkshire Council):** Works proposed to this existing 275kV overhead line include replacing existing overhead line conductors, replacement of pylon fittings, strengthening of steelwork and works to pylon foundations. Work to the existing overhead line similar to those outlined for Section C would be undertaken; and
- **Section F (Monk Fryston Area) (North Yorkshire Council):** A new substation would be constructed to the east of the existing Monk Fryston Substation which is located approximately 2km south-west of the village of Monk Fryston and located off Rawfield Lane, south of the A63. A 1.45km section of the 275kV Poppleton to Monk Fryston (XC) overhead line to the west of the existing Monk Fryston Substation and south of Pollums House Farm would be realigned to connect to the proposed Monk Fryston Substation. East of the existing Monk Fryston Substation the existing 4YS 400kV Monk Fryston to Eggborough overhead line, which currently connects to the existing substation, would be reconfigured to connect to the proposed Monk Fryston Substation.

1.2.6 Temporary infrastructure would be required to facilitate the Project, including temporary overhead line diversions and temporary construction compounds.

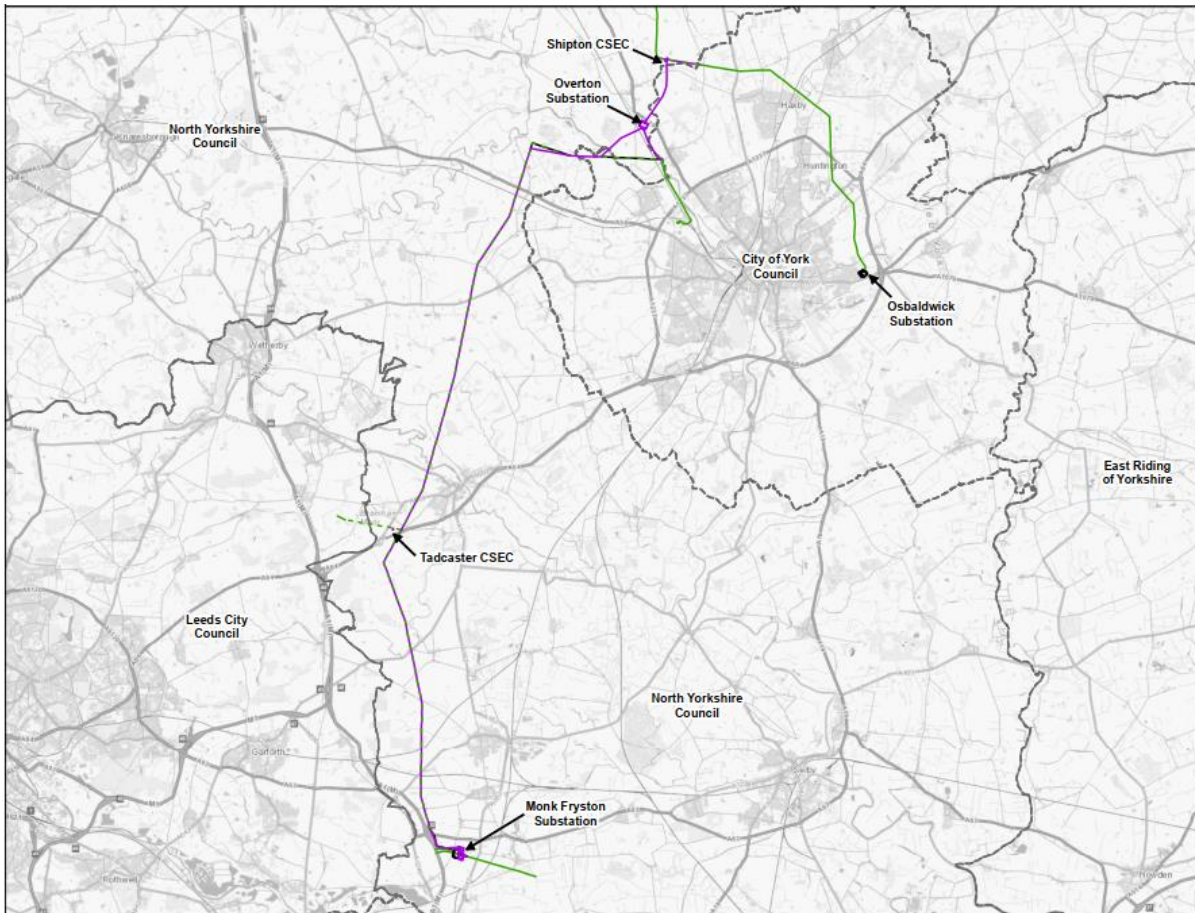


Figure 1– Location of the Yorkshire GREEN Project

1.3 This Statement of Common Ground

1.3.1 For the purpose of this SoCG, National Grid and National Gas will jointly be referred to as the “Parties”.

1.3.2 Throughout the SoCG:

- Where a section begins ‘matters agreed’, this sets out matters that have been agreed between the Parties or where no issues have been raised by National Gas, and therefore where there is no dispute;
- Where a section begins ‘matters not agreed’, this sets out matters that have been discussed and are not agreed between the Parties and where a dispute remains; and
- Where a section begins ‘matters outstanding’, this sets out matters that are subject to further negotiation between the Parties.

1.3.3 This SoCG is structured as follows:

- **Section 1:** Provides an introduction to this SoCG and a description of its purpose together with a broad description of the Project;
- **Section 2:** States the role of National Gas in the DCO application process and details consultation undertaken between the Parties;
- **Section 3:** Sets out matters agreed between the Parties;

- **Section 4:** Sets out matters not agreed between the Parties;
- **Section 5:** Sets out matters where agreement is currently outstanding between the Parties; and
- **Section 6:** Sets out the approvals and the signing off sheet between the Parties.

2. Record of Engagement

2.1 Role of National Gas in the DCO process

- 2.1.1 National Gas owns and operates the national gas network and provides gas transmission and metering services in the UK. National Grid owns 40% of National Gas.
- 2.1.2 The Application includes provisions which would, if granted, authorise National Grid to carry out works in and in close proximity to land and assets belonging to National Gas and to use such land temporarily and to acquire permanent interests in such land.

2.2 Summary of pre-application discussions

- 2.2.1 **Table 2.1** summarises the consultation and engagement that has taken place between the Parties prior to submission of the DCO application. This includes discussions relating to the impact of the development on National Gas assets, protective provisions and whether a SoCG is necessary.

Table 2.1 – Pre-application discussions

Date	Discussion points
06 December 2021	<ul style="list-style-type: none">Letter from National Gas to National Grid in response to the proposed DCO application for the Project.
31 August 2022	<ul style="list-style-type: none">Voicemail left from National Grid to National Gas representative requesting to arrange a meeting to discuss interaction of development with National Gas assets.Call from National Gas representative with follow up email confirming correct details of National Gas representative providing plan of National Gas's assets.
06 September 2022	<ul style="list-style-type: none">Phone call and teams meeting. Information for National Grid representation provided and the Parties discussed requirement for protective provisions and who would be dealing with them. National Grid provided the high level plans of interaction points.
15 September 2022	<ul style="list-style-type: none">Email from National Grid to National Gas asking for confirmation on who will be dealing with the protective provisions on behalf of National Gas.
15 September 2022	<ul style="list-style-type: none">Email response from National Gas to National Grid confirming the contact details for those dealing with the protective provisions on behalf of National Gas.

2.3 Summary of post-submission discussions

2.3.1 **Table 2.2** summarises the consultation and engagement that are taking place between the Parties post submission of the DCO application.

Table 2.2 – Post-submission discussions

Date	Discussion points
08 February 2023	<ul style="list-style-type: none">Email from National Gas confirming they will be submitting a relevant representation until adequate Protective Provisions are agreed and requesting plans showing the work which interact with National Gas.
09 February 2023	<ul style="list-style-type: none">Email from National Grid to National Gas providing the interaction plans requested.
13 February 2023	<ul style="list-style-type: none">Email from National Gas to National Grid confirming they have received the interaction plans and will provide any further comments if necessary.
17 February 2023	<ul style="list-style-type: none">Email from National Gas's lawyers to National Grid's lawyers providing a copy of their proposed bespoke protective provisions.
24 February 2023	<ul style="list-style-type: none">Email from National Gas to National Grid stating that they consider National Gas' concerns would be suitably addressed by way of adequate Protective Provisions and a Side Agreement and hence there should be no need for a Statement of Common Ground.
3 March 2023	<ul style="list-style-type: none">Email between the Parties to confirm mutually that an SoCG is not required.
14 March 2023	<ul style="list-style-type: none">Call between the Parties discussing and clarifying on the position of the land rights and land use.
15 March 2023	<ul style="list-style-type: none">Email from National Grid's lawyers to National Gas's lawyers with proposed updates to the draft bespoke protective provisions.
17 March 2023	<ul style="list-style-type: none">Email from National Grid to National Gas requesting a statement from National Gas regarding the Project's development land use and rights discussed on the previous call.
17 March 2023	<ul style="list-style-type: none">Email response from National Gas to National Grid confirming that National Gas are comfortable with the proposed land uses and rights sought through the DCO subject to the agreement of and inclusion of adequate Protective Provisions within the DCO for the benefit of National Gas. National Gas confirmed they consider the Protective Provisions once agreed should be sufficient for them to remove their representation to the DCO.
24 March 2023	<ul style="list-style-type: none">Email from National Grid's lawyers to National Gas's lawyers regarding drafting points of the protective

provisions and highlighting the desired timeline for reaching agreement of deadline 5 in this examination.

08 February 2023	<ul style="list-style-type: none"> Email from National Gas confirming they will be submitting a relevant representation until adequate Protective Provisions are agreed and requesting plans showing the work which interact with National Gas.
15 March 2023	<ul style="list-style-type: none"> Email from National Grid's lawyer to National Gas's lawyer attaching markup of protective provisions with further comments
24 March 2023	<ul style="list-style-type: none"> Email from National Grid's lawyer to National Gas's lawyer seeking further clarification on the protective provisions
24 March 2023	<ul style="list-style-type: none"> Email from National Gas's lawyer to National Grid's lawyer attaching further mark-up of protective provisions.
28 March 2023	<ul style="list-style-type: none"> Email from National Grid to National Gas to discuss the position relating to the SoCG and whether it is in a position to be signed. Requested meeting to discuss outstanding matters.
29 March 2023	<ul style="list-style-type: none"> Email from National Gas to National Grid providing meeting availability.
29 March 2023	<ul style="list-style-type: none"> Email from National Grid's lawyer to National Gas's lawyer thanking for updated protective provisions
30 March 2023	<ul style="list-style-type: none"> Teams meeting to discuss outstanding matters within the SoCG and means to progress those matters.
31 March 2023	<ul style="list-style-type: none"> Email from National Gas to National Grid requesting an update to the SoCG.
31 March 2023	<ul style="list-style-type: none"> Email from National Grid to National Gas with updated version of SoCG attached.
03 April 2023	<ul style="list-style-type: none"> Email from National Gas to National Grid with signed SoCG attached.
30 May 2023	<ul style="list-style-type: none"> Email from National Gas's lawyer to National Grid's lawyer requesting update.
30 May 2023	<ul style="list-style-type: none"> Email from National Grid's lawyer to National Gas's lawyer seeking instruction from client.
31 May 2023	<ul style="list-style-type: none"> Email from National Gas's lawyer with comments on protective provisions confirming that the mark up of 24 March remains.
26 June 2023	<ul style="list-style-type: none"> Email from National Grid's lawyer to National Gas's lawyer enclosing updated protective provisions and side agreement.
29 June 2023	<ul style="list-style-type: none"> Email from National Gas's lawyer to National Grid's lawyer enclosing updated drafts.
29 June 2023	<ul style="list-style-type: none"> Email from National Grid's lawyer to National Gas's lawyer – comments noted and seeking instruction.

03 July 2023	<ul style="list-style-type: none"> • Email from National Grid's lawyer to National Gas's lawyer – chase for response
04 July 2023	<ul style="list-style-type: none"> • Email from National Gas's lawyer to National Grid's lawyer with update on position.
07 July 2023	<ul style="list-style-type: none"> • Email from National Grid's to National Gas Client representative with updated SoCG for review.
11 July 2023	<ul style="list-style-type: none"> • Email from National Gas Lawyers and National Gas Client representative with request to update SoCG. • Email from National Grid to National Gas Lawyer and National Gas Client representative with updated SoCG as requested. • Email from National Gas's Lawyers to National Grid Lawyers stating SOCG not agreed or signed.
13 July 2023	<ul style="list-style-type: none"> • Email from National Gas's Lawyers to National Grid's Lawyers confirming registration to attend CAH2.
14 July 2023	<ul style="list-style-type: none"> • Email from National Gas's Lawyers to National Grid's Lawyers querying position regarding indemnity.
14 July 2023	<ul style="list-style-type: none"> • Call between National Grid's Lawyers and National Gas's Lawyers confirming respective instructions regarding the indemnity.
17 July 2023	<ul style="list-style-type: none"> • Email from National Grid's lawyer to National Gas's Lawyer with mark-up of the protective provisions and setting out the three main outstanding points. • Email from National Gas's Lawyers to National Grid's Lawyers acknowledging National Grid's lawyer's email and confirming that instructions will be sought.
18 July 2023	<ul style="list-style-type: none"> • Email from National Gas Lawyers providing copy of written statement which had previously been read out in CAH2.
19 July 2023	<ul style="list-style-type: none"> • Emails between National Grid's Lawyers and National Gas's Lawyers arranging meeting.
24 July 2023	<ul style="list-style-type: none"> • Meeting between National Grid's lawyers and National Gas's lawyers to discuss areas of disagreement on the protective provisions. • Email from National Gas's Lawyers to National Grid's Lawyers with mark up of protective provisions and side agreement.
25 July 2023	<ul style="list-style-type: none"> • Email from National Grid's lawyer to National Gas's Lawyer with proposed approach for joint submission document on areas of disagreement in the protective provisions for Deadline 6.
26 July 2023	<ul style="list-style-type: none"> • Email from National Grid's lawyer to National Gas's Lawyer with draft joint submission document on areas of disagreement in the protective provisions for Deadline 6.

27 July 2023	<ul style="list-style-type: none"> Email from National Gas's Lawyers to National Grid's Lawyers with mark-up of joint submission document on areas of disagreement in the protective provisions for Deadline 6.
18 August 2023	<ul style="list-style-type: none"> Emails between National Gas's Lawyers and National Grid's lawyers regarding the status of negotiations on the protective provisions.
22-23 August 2023	<ul style="list-style-type: none"> Emails between National Grid's Lawyers and National Gas's lawyers regarding the status of negotiations on the protective provisions.
30-31 August 2023	<ul style="list-style-type: none"> Emails between National Grid's Lawyers and National Gas's lawyers regarding the indemnity within the protective provisions.
<u>6-8 September 2023</u>	<ul style="list-style-type: none"> <u>Emails between National Grid's Lawyers and National Gas's lawyers regarding the protective provisions and a potential all parties meeting.</u>

3. Matters Agreed

- 3.1.1 This section sets out the matters that have been agreed between National Grid and National Gas and **Table 3.1** details these matters.
- 3.1.2 Whilst each of the below matters are agreed in principle, the Parties are in ongoing discussions regarding the detailed wording required in each case.
- ~~3.1.3 The Parties will update the Examining Authority as soon as detailed terms have been agreed between them to address each of the outstanding matters.~~

Table 3.1 – Matters agreed in principle

SoCG ID	Matter	Agreed position	Date of Agreement
3.1.1	Protective Provisions	The Parties agree that Protective Provisions are required for National Gas and are to be included within a future iteration of iteration of the draft DCO submitted to the examination.	17 March 2023
3.1.2	Side Agreement	The Parties agree that a side agreement is to be negotiated and agreed <u>agreement attempted</u> between the Parties in respect of the Project.	17 March 2023
3.1.3	Draft DCO – Article 20	National Grid and National Gas Transmission (NGT) agree that there will be no impact to NGT buildings as part of the Project, therefore the wording of Article 20 of the draft DCO (Document 3.1(E)) [REP6-025] is agreed.	2 May 2023
<u>3.1.4</u>	<u>Protective Provisions – dispute resolution</u>	<u>National Gas agree to the wording of paragraph 95 (Arbitration) of the protective provisions contained within Part 7 of Schedule 15 to the draft DCO (Document 3.1(G)).</u>	<u>6 September 2023</u>

4. Matters Not Agreed

4.1.1 Section 4 sets out matters not agreed between National Grid and National Gas. **Table 4.1** details these matters.

Table 4.1 – Matters not agreed

SoCG ID	Matter	National Gas Transmission position	National Grid position
4.1.1	<u>N/A</u> <u>Protective Provisions</u>	<p><u>National Gas consider that the bespoke Protective Provisions within Schedule 15, Part 7 of the draft DCO (Document 3.1(F)) for the benefit of National Gas Transmission are not sufficient for the reasons set out in the Joint Position Statement Proposed Protective Provisions to benefit National Gas Transmission (Document 8.30.3) [REP6-065], and other Deadline 6 submissions ([REP6-073], [REP6-074] and [REP6-075]) subject to row 3.1.4 above.</u></p> <p><u>National Gas is continuing to negotiate and engage with National Grid.</u></p>	<p><u>National Grid consider that the bespoke Protective Provisions within Schedule 15, Part 7 of the draft DCO (Document 3.1(F)) for the benefit of National Gas Transmission are sufficient for the reasons set out in the Joint Position Statement Proposed Protective Provisions to benefit National Gas Transmission (Document 8.30.3) [REP6-065] and Applicant's Position Statement – Protective Provisions Not Yet Agreed with National Gas Transmission (Document 8.34.4).</u></p> <p><u>National Grid is continuing to negotiate and engage with National Gas.</u></p>
4.1.2	<u>Side Agreement</u>	<p><u>National Gas consider that in order to ensure that their assets are satisfactorily protected a legal side agreement is required in respect of the Project. National Gas are continuing to engage with National Grid in order to and negotiate and agree this a legal side agreement as soon as possible with National Grid.</u></p>	<p><u>Whilst National Grid consider that the bespoke Protective Provisions within Schedule 15, Part 7 of the draft DCO (Document 3.1(F)) for the benefit of National Gas Transmission are sufficient to protect National Gas's assets, National Grid are continuing to engage and negotiate a legal side agreement with National Gas.</u></p>

5. Matters outstanding

5.1.1 Section 5 sets out matters where agreement is currently outstanding between National Grid and National Gas. In particular **Table 5.1** details these matters.

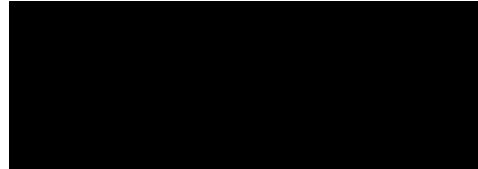
Table 5.1 – Matters outstanding

SoCG ID	Matter	National Gas position	National Grid position
N/A5.1.1	Protective Provisions	National Gas consider that the Protective Provisions within Schedule 15, Part 1 of the draft DCO (Document 3.1(E)) [REP6-025] for the benefit of gas undertakers are not sufficient and require bespoke Protective Provisions in respect of their assets. National Gas is currently negotiating bespoke Protective Provisions with National Grid and considers that once they are in agreed form the Protective Provisions will be included within a future iteration of the draft DCO.	National Grid is continuing to negotiate and engage with National Gas in order to agree bespoke Protective Provisions to include within a future iteration of the draft DCO. National Grid hopes to agree these Protective Provisions with National Gas as soon as possible and prior to the end of Examination.
5.1.2	Side Agreement	National Gas consider that in order to ensure that their assets are satisfactorily protected a legal side agreement is required in respect of the Project. National Gas are continuing to engage with National Grid in order to negotiate and agree this side agreement as soon as possible.	National Grid are continuing to engage and negotiate a legal side agreement with National Gas and hope that this agreement can be agreed as soon as possible and no later than the end of Examination.

6. Approvals

Section does not need to be completed at this stage

Signed



On Behalf of

National Grid

Name

Sarah Herbert

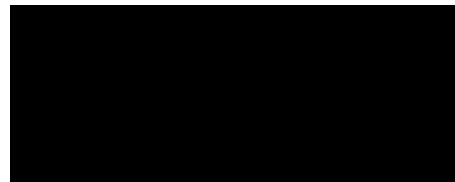
Position

Senior Project Manager

Date

~~1105~~/09/2023

Signed



On Behalf of

National Gas Transmission

Name

Sam Blaize

Position

Land Rights Manager

Date

~~1305TBC~~/09/2023

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

Registered in England and Wales
No. 4031152