

John Wheadon
Head of Energy Infrastructure Planning Delivery
Energy Infrastructure Planning Delivery
Department for Energy Security and Net Zero
Submitted by email only: YorkshireGreen@planninginspectorate.gov.uk

30 January 2024

Our ref: **Response to request for information**
Your ref: **EN020024**

Dear John Wheadon,

National Grid Electricity Transmission plc (National Grid) – The National Grid Yorkshire Green Energy Enablement (GREEN) Project – EN020024

Please find enclosed National Grid's response to your request for further information, dated 16 January 2024.

Question 3. Bird collision – the Applicant, YWT and the RSPB

The Applicant, YWT, and the RSPB are requested to provide information regarding whether evidence of bird collisions has arisen since the close of the Examination at the existing overhead line crossing on the River Wharfe, or in the vicinity of the proposed overhead line crossing on the River Ouse. If evidence of bird collision has arisen, this evidence should be provided including detail as to the location of the collision event and species involved.

The applicant's response to question 3.

To National Grid's knowledge, there have not been any reports of bird collisions at the existing overhead line crossing on the River Wharfe, or in the vicinity of the proposed crossing on the River Ouse since the close of the Examination.

Question 4. Biodiversity net gain ("BNG") and green infrastructure ("GI") connectivity – the Applicant

The Applicant is requested to clarify how GI connectivity will be incorporated into and achieved through proposed BNG and planting retention and replacement plans, including the Tree and Hedgerow Protection Strategy.

The applicant's response to question 4.

Although a commitment to deliver 10% BNG has been made by National Grid, the scheme for providing Biodiversity Net Gain (BNG) cannot be confirmed until detailed design of the Project is complete, and therefore the extent to which Green Infrastructure (GI) connectivity will be delivered through the BNG scheme is not yet known. However, GI connectivity is achieved through the design of the Project and secured by mitigation in the Outline Landscape Mitigation Strategy described in **ES Chapter 3: Description of the Project, Document 5.2.3, [APP-075]** and shown in

Figures 3.10(B), 3.11(B) and 3.12(B), (Document 5.4.3(E), [REP7-015] and the Embedded Measures Schedule in terms of habitat connectivity ((**Document 5.3.3A(C) [REP6-035]**). The provision, maintenance and improvement of connectivity for green infrastructure has therefore been considered by National Grid and forms part of the Project in accordance with paragraphs 5.10.6 and 5.10.20 of the Overarching National Policy Statement for Energy (EN-1), 2011¹. This is explained in further detail below.

National Grid has committed to deliver 10% BNG as part of the Project in line with its corporate commitments, notwithstanding that delivery of BNG was not a policy requirement at the time of DCO acceptance. As detailed within the **CIL Compliance Statement for S106 (Document 8.26(B)) [REP7-018]**, delivery of BNG is secured via a S106 agreement with the Local Authorities. In accordance with the S106 agreement (**Document 8.22(B) [REP7-034]**), the BNG assessment will be updated as the Project is progressed, and therefore will reflect detailed design and the 'as built' design, providing certainty that any loss associated with the Project is being suitably replaced and biodiversity net gain delivered. As such, until detailed design is available and delivery has progressed, it is not feasible to design and develop a complete BNG strategy, and therefore confirm how this would deliver GI connectivity. Furthermore, BNG may need to be achieved via voluntary land rights (for example, where it cannot be fully delivered within the Order Limits, such as through the landscaping strategy), and discussions and negotiations will take place throughout delivery to ensure sufficient land is available to deliver the BNG required. Therefore, the location of BNG may be dependent on the ability to reach agreement with landowners to host BNG on their land. This further limits the amount of detail that can be provided at this point, including how GI connectivity will be incorporated into the delivery of BNG.

Whilst it is not possible to confirm at this stage how the Project's BNG contribution would deliver GI connectivity, the BNG report (**Document 7.9) [APP-210]** does provide 'design and management' recommendations, which include liaising with local stakeholders to support contributions to strategic local nature conservation initiatives. This initiative would likely contribute to GI connectivity.

Connectivity to GI, including habitats in the area surrounding the Project, has been considered as part of the biodiversity and arboricultural assessments, and the ecological mitigation hierarchy has been applied in the development of the Project design. Therefore, the Project has been designed to avoid and minimise effects on connectivity as much as possible. Embedded environmental measures (**ID5, 6 and 9 as set out in Table 8.11, ES Biodiversity Chapter (Document 5.2.8), [APP-080]**) in the **Embedded Measures Schedule (Document 5.3.3A(C) [REP6-035])** would ensure that, where possible, vegetation and habitats would be retained and protected and habitat connectivity would be facilitated by maintaining links within and to green corridors. Requirement 5(3) of the **draft DCO (Document 3.1(G)) [REP8-004]** identifies that all pre commencement work must be carried out in accordance with the Construction Management Plans and outline soil management plan, including the **Code of Construction Practice (CoCP) (Document 5.3.3B(E)) [REP7-042]** and the **Biodiversity Mitigation Strategy (BMS) (Document 5.3.3(D)(B)) [REP6-039]** which are listed in Requirement 5(2) and therefore are secured in respect of pre-commencement works. Requirement 9 (Retention and protection of existing trees) and Requirement 6(1)(g) (Construction management plans to be approved) of the **draft**

¹ The DCO submission and subsequent examination took place prior to 2023 revised version of the EN-1 which came into force on 17 January 2024.

DCO (Document 3.1(G)) [REP8-004] require the preparation of a Tree and Hedgerow Protection Strategy (THPS) for each relevant stage to be submitted to and approved by the relevant planning authority. The THPS will ensure that existing trees and hedgerows would be retained and protected wherever possible. Where habitats, including trees and hedgerow, are to be removed, embedded environmental measures (**ID11 (Document 5.2.8), [APP-080]**) in the **Embedded Measures Schedule (Document 5.3.3A(C) [REP6-035])** would ensure that habitats are reinstated and connectivity maintained. The replacement planting scheme secured by Requirement 10 of the **draft DCO (Document 3.1(G)) [REP8-004]** would require the approval of detailed planting plans for the linear works by the relevant planning authority including in relation to the location and type of planting which would seek to ensure that connectivity with off-site GI is maintained. Furthermore, measure LV04 in the **Embedded Measures Schedule (Document 5.3.3A(C) [REP6-035])** and the **CoCP (Document 5.3.3B(E)) [REP7-042]** (paragraph 2.3.22) would consider tree and hedgerow species range and diversity as part of the landscape strategy and replacement planting scheme. Where feasible, the replacement planting may increase the quantum and species diversity of trees and hedgerows in comparison to those removed, for example when replacing planting of low density, quality and/or those species prone to disease e.g., ash, which in turn could result in an improvement in GI connectivity within and beyond the Project Order Limits.

One of the objectives of the landscape strategy for the non-linear elements of the Project (at Overton, Monk Fryston and Tadcaster) is to assist in enhancing GI potential and contribute to biodiversity net gain opportunities, as set out in the **Design and Access Statement (Document 7.2) [APP-203]** (final bullet of paragraph 6.11.15 and penultimate bullet of paragraph 6.11.31). Requirement 8 of the **draft DCO (Document 3.1(G)) [REP8-004]** requires that a landscape strategy that accords with the outline landscape mitigation strategy is submitted to and approved by the relevant planning authority. The outline landscape mitigation strategy for these locations is described in the **ES Chapter 3: Description of the Project (paragraphs 3.4.10 – 3.4.11, 3.4.22 – 3.4.23 and 3.4.27 to 3.4.28, (Document 5.2.3), [APP-075])** and has been designed to reflect local planning policies on Green Infrastructure (**paragraphs 3.4.11, 3.4.23, 3.4.28, Document 5.2.3, [APP-075]**). The design of the outline landscape mitigation strategy is shown in **Figures 3.10(B), 3.11(B) and 3.12(B), (Document 5.4.3(E), [REP7-015]**.

The relevant policies that have informed the outline landscape mitigation strategy are as follows:

- North Yorkshire Council: Hambleton Local Plan (Adopted Feb 2022) comprising Policies E1: Design, E4: Green Infrastructure, RM3: Surface Water and Drainage Management.
- The Harrogate District Local Plan 2014-2035 (Adopted December 2020), comprising Policy NE3: Protecting the Natural Environment, Policy NE5: Green and Blue infrastructure.
- The Harrogate Council Green Infrastructure Supplementary Planning Document (SPD) (November 2014).
- The Selby District Core Strategy Local Plan (Adoption Version 22 October 2013), comprising Policy SP12 Access to Services, Community Facilities and Infrastructure, Policy SP18 Protecting and Enhancing the Environment, and Policy SP19 Design Quality.

- City of York Council: City of York Local Plan - Publication Draft February 2018 (Regulation 19 Consultation), comprising Policy DP2: Sustainable Development, Policy DP3: Sustainable Communities, Policy GI1: Green Infrastructure Network, and Policy GI3: Green Infrastructure Network.
- Leeds City Council:
 - Core Strategy (as amended by the Core Strategy Selective Review 2019) Leeds Local Plan, comprising Policy G1: Enhancing and Extending Green Infrastructure.

Requirements 5, 8 and 10 in the **draft DCO (Document 3.1(G)) [REP8-004]** require the implementation of the Biodiversity Mitigation Strategy (BMS), the Landscape Strategy and the THPS, which will ensure that the connectivity of the green infrastructure network is maintained in the vicinity of the Project and that any necessary works are undertaken, where possible, to mitigate any adverse impact on GI in line with EN-1 (2011) (paragraph 5.10.20).

Question 5. voluntary agreements with Affected Persons (“APs”) – the Applicant and NYC

The Applicant is requested to provide any updates on voluntary agreements with APs regarding their land interests which may have progressed in their negotiations, or reached agreement, since the close of the Examination. Included in this, the Applicant and NYC are requested to provide an update on their progress.

The applicant’s response to question 5.

National Grid has engaged with interested parties throughout the application and examination process and has continued to do so following close of the examination. Permanent acquisition of land is required from 7 landowners for the substations and Cable Sealing End Compounds required by the Project. National Grid has secured 1 agreement, which has been completed; 2 others have agreed Heads of Terms and are currently in legal negotiation. In addition to this, National Grid has now secured signed Heads of Terms from 48 Persons with an Interest in Land (“PILs”) in respect of voluntary rights for an option to take an easement for overhead lines, pylons, underground cables, temporary compounds, temporary accesses and permanent accesses.

The above represents an increase of 11 signed heads of terms that have been secured since last reported at Deadline 7 and an increase of 1 signed heads of terms since the letter submitted on 13 December 2023 as appended in Appendix 1.

Of the 12 outstanding Compulsory Acquisition and Temporary Possession Objectors at Deadline 7, three have agreed to voluntary terms and are in legal negotiation. One land interest is no longer affected by the Project due to the amended access accepted at Deadline 5 and one has withdrawn their objection due to the use of the Agricultural Liaison Officer during the construction phase. The remaining seven land interest negotiations are ongoing.

Negotiations with North Yorkshire Council (NYC) have continued since the end of the examination. National Grid, NYC and National Highways are working positively to agree voluntary terms and the principle of using the provisions in the New Roads and Street Works Act 1991 to access NYC land is agreeable to all parties. NYC has indicated, subject to National Highways confirmation, that it is able to agree to the voluntary terms offered and the works will be scheduled as part of a service level agreement.

The status of ongoing negotiations is summarised below.

The Status of Ongoing Negotiations was confirmed at paragraph 5.8.6 of the Statement of Reasons (**Document 4.1(C)**) [REP7-056] which was submitted at Deadline 7.

| | |
|---------------------------------------|------------|
| Status of Agreement | Deadline 7 |
| Heads of Terms in negotiation | 69 |
| Heads of Terms sent to legal | 40 |
| Option Agreement Signed and Exchanged | 1 |

National Grid then provided an interim update on the Status of Ongoing Negotiations in a Post Examination Update letter dated 13th December 2023 (see Appendix 1). The figures reported in December 2023 have since changed and so the current Status of Ongoing Negotiations as at the date of this letter is set out in the table below:

| Status of Agreement | Current position as at 30th January 2024 | Position at Deadline 7 | Net change |
|---------------------------------------|--|------------------------|------------|
| Heads of Terms in negotiation | 58 | 69 | -11 |
| Heads of Terms sent to legal | 51 | 40 | +11 |
| Option Agreement Signed and Exchanged | 1 | 1 | 0 |

Questions 6, 7 and 8. Protective Provisions (“PPs”) and legal side agreements – the Applicant, NH (with NYC), NRIL, NGT and NGN

6. The Applicant, NH (in conjunction with NYC), NRIL and NGT are requested to provide any updates regarding whether bespoke PPs have been voluntarily agreed upon since the close of the Examination. An update should still be provided if bespoke PPs have not been agreed upon.

The applicant’s response to question 6.

National Grid provided an update on progress of bespoke protective provisions with Network Rail and landowners generally in its letter dated 13 December 2023. This confirmed that agreement had been reached with Network Rail in relation to EMI but that issues remain outstanding in relation to the compulsory acquisition consent provisions. A copy of this letter can be found at Appendix 1. There is no further update as to the status of bespoke protective provisions in relation to all third parties

(including National Highways, National Gas Transmission and Network Rail) since the submission of that letter. An update regarding lands negotiations with NYC is provided above in response to Question 5 and no bespoke protective provisions are proposed for the benefit of NYC.

7. If any further legal side agreements have been made for the protection of assets in relation to the Yorkshire Green project, information on these should be provided by the Applicant, NH (in conjunction with NYC), NRIL and NGT as well.

The applicant's response to question 7.

No further legal side agreements have been completed for the protection of assets in relation to the Project.

8. Noting agreed PPs were provided prior to the close of Examination, NGN is requested to provide an update on its objection to the compulsory acquisition and temporary possession of its land interests by the Applicant. The Applicant and NGN are requested to provide an update on the progress of their crossing agreement.

The applicant's response to question 8.

National Grid has emailed NGN to clarify the position and understands that NGN's objection to the compulsory acquisition powers sought will be capable of withdrawal once the crossing agreement, which is currently being negotiated, has completed. The email exchange evidencing this position is enclosed at Appendix 3.

With regard to the crossing agreement, National Grid and NGN have been engaging in ongoing negotiations. The latest version of the draft agreement was shared with National Grid in December 2023 and is being reviewed to confirm what terms can be agreed to.

Questions 9 and 10. Noise and vibration in the vicinity of the Travellers' Site – the Applicant

9. Noting the information set out in Chapter 14: Noise and Vibration of the Environmental Statement, the Applicant is requested to clarify the construction programmes for both the erection of pylon ID XC522, and the dismantling of pylon IDs XC522T, XC523AT and XC524AT. In doing so, the Applicant should clarify whether these works and the noise levels include the potential piling works, and how the programme of activities potentially affects receptors SEL16 and SEL17, in particular, what is the expected duration, noise level and schedule of works i.e. what works are involved, predicted noise level, how many hours and across which days? Subsequently, the Applicant should clarify whether it still considers that the works have 'not significant' noise and vibration effects on receptors SEL16 and SEL17.

The applicant's response to question 9.

National Grid has continued to develop its construction programme since the close of the Examination, however, the programme remains indicative until further detailed design including any further ground investigations required have been undertaken. At this stage, it is not possible to confirm, for example, whether piling activities would be

required in this location or, if they were required, the duration of those specific activities. Further detail relating to the potential for piling is provided later within this response.

For the avoidance of doubt, construction activities including piling were assessed in this location in Environmental Statement (ES) Chapter 14 Noise and Vibration (**Document 5.2.14) [APP-086]** and found not to give rise to significant noise and vibration effects on receptors SEL16 and SEL17 (with mitigation in place, as set out later within this response). The current indicative programme for construction activities in the location of XC522, XC522T, XC523AT and XC524AT remain within the parameters assessed and reported in ES Chapter 14 Noise and Vibration (**Document 5.2.14) [APP-086]**.

The stated durations for the relevant construction activities in the current indicative programme are set out below. However, it should be noted that construction activities are not distinguished based on the level and duration of noise generation. The stated durations must be interpreted in this context.

| Source | Duration (approximate) |
|---|------------------------|
| New build XC522 - 15. New build pylon erection | |
| Removal of vegetation | 5 days |
| Install crane pad | 5 days |
| XC522 Install foundation | 14 days |
| XC522 - 17. Stringing | |
| Scaffolding activity | 30 days |
| Dismantle XC522T - 14. Existing pylon demolition | |
| XC-522T - Dismantle tower | 1 day |
| XC 522T - Cut up and remove tower | 3 days |
| XC-522T - Remove Foundations | 7 days |
| Dismantle XC523T - 14. Existing pylon demolition | |
| Dismantle XC-523T | 2 days |
| XC 523T - Cut Up and Remove Tower | 3 days |
| Dismantle XC524T - 14. Existing pylon demolition | |
| Dismantle XC-524T | 2 days |
| XC 524T - Cut Up and Remove Tower | 3 days |

Although the total number of days shown in the table above would exceed the temporal threshold used in the assessment (for a period of 10 or more days of working in any 15 consecutive days or for a total number of days exceeding 40 in any 6 consecutive months), the conclusion of no significant effects reported in **ES Chapter 14 Noise and Vibration (Document 5.2.14) [APP-086]** would not change and, in fact, the construction noise levels at SEL16 and SEL17 are expected to be lower for the reasons detailed below.

The information that is available at this stage, shows that although the duration of each activity at each worksite may collectively be longer than the temporal threshold, the duration of activity above the sound level thresholds of significance will be below the

temporal threshold, i.e. installation of the foundations may take up to 14 days but the nature of works that are potentially above the threshold of significance are expected to have a duration of 3-4 days within each period. Piling, if required would be completed over a 2-day period, and worst-case noise from demolition of pylons would occur over 1 or 2 days at each pylon. As described within **ES Chapter 14 Noise and Vibration (Document 5.2.14) [APP-086]**, scaffolding activity is a noise generating activity for 2 single day periods within the approximately 30-day period set aside for the works. Of the works mentioned in the question, only construction of XC522 and demolition works to XC522T would potentially give rise to noise levels above the threshold of significance at SEL16 and SEL17.

The screening mitigation, secured through Annex 3H.1 of the **Noise and Vibration Management Plan (NVMP) (Document 5.3.3H) [APP-101]** via Requirement 6 of the **draft DCO (Document 3.1(G)) [REP8-004]** must be applied to activities likely to give rise to noise levels over 10dB above the threshold of significance. This will therefore be applied for these activities, meaning that significant effects will be avoided at SEL16 and SEL17.

These levels are likely to be exceeded when cranes are present, and when the pylons are dismantled, near to (i.e., within 300m of) SEL16 and SEL17. Exceedance would also take place if piling foundations were required. However, based on boreholes undertaken in proximity to the site, the requirement for a piled foundation type is considered highly unlikely. This will be confirmed following detailed design including any further ground investigations required. Nevertheless, as the requirement for acoustic screening is secured if noise levels rise to over 10dB above the threshold of significance, relevant mitigation is already secured via the NVMP (**Document 5.3.3H) [APP-101]** and Requirement 6 of the **draft DCO [REP8-004]**.

It is recognised that the NVMP is not explicitly clear with respect to the screening requirements at SEL16 and SEL17. As a result, and to aid interpretation a revised NVMP has therefore been submitted alongside this request for further information to clarify the position (i.e., the presence of screening) at this location. Please see enclosed **Document 5.3.3H(B) Environmental Statement (ES) Chapter 3 Appendix 3H – Noise and Vibration Management Plan Final Issue B (Clean)** (also submitted as a track changed version).

It is considered that the predictions in ES Chapter 14 Noise and Vibration (**Document 5.2.14) [APP-086]** (**Document 5.2.14) [APP-086]** encompass the noise generated by the activities discussed above. However, if detailed design demonstrates that there is likely to be an exceedance of the threshold of significance over the temporal threshold, National Grid would be obligated to use the s61 process described within Section 2.2.16 of the **NVMP (Document 5.3.3H) [APP-101]**. This would require that Best Practicable Means would be employed to mitigate noise as far as practicable at the receptors.

Furthermore, Requirement 19 of the **draft DCO (Document 3.1(G)) [REP8-004]** requires that a site specific scheme to mitigate impacts of construction activities from works which affect the Travellers' Encampment (including noise and vibration) be

approved by the relevant planning authority. This scheme would need to include mitigation of any significant effects on SEL16 and SEL17 determined during detailed design because those receptors fall within the description “part of Work No. 10 that affects the Travellers’ Encampment” set out in Requirement 19(1). Accordingly, this requirement secures mitigation in the event that noise or vibration effects are determined to be significant at receptors SEL16 and SEL17.

In summary, National Grid considers that with the secured mitigation in place, significant adverse effects due to noise and vibration would be avoided at receptors SEL16 and SEL17. However, National Grid will continue to review this position as detailed design is progressed and once pylon foundation type is confirmed at XC522 in order to comply with the requirement to use the s61 process (if necessary) and comply with Requirement 19 of the **draft DCO (Document 3.1(G)) [REP8-004]**.

10. Without prejudice to its position and its response to the above request, the Applicant should confirm as to whether or not updated wording for Schedule 3, Requirement 19, would be required if the noise and vibration effects of construction activities on receptors SEL 16 and SEL 17 were considered ‘significant’. If the Applicant considers updated wording would be required to better provide bespoke mitigation in such a scenario, the Applicant is requested to provide an updated draft of Requirement 19

The applicant’s response to question 10.

For the reasons set out in response to Question 9, National Grid considers that, even if noise or vibration effects were determined to be significant at receptors SEL16 and SEL17, the existing mitigation secured in the **NVMP (Document 5.3.3H) [APP-101]** and the wording of Requirement 19 is sufficient to minimise such effects on these receptors. Requirement 19 was included within the **draft DCO (Document 3.1(G)) [REP8-004]** to provide a more bespoke mechanism to ensure mitigation is appropriate to the specific site in question.

Requirement 19(1) already requires the site specific scheme to mitigate impacts of construction activities from works which affect the Travellers' Encampment (including noise and vibration). This would include any significant effects on SEL16 and SEL17 as a result of the construction methods determined to be used. The existing Requirement 19 wording also requires that liaison take place with the Travellers' Encampment and that this is specified within the scheme to be prepared.

Without prejudice to National Grid’s position above, the following wording is proposed by National Grid on a without prejudice basis in the event that the Secretary of State considers that the provision of mitigation for any potential significant effects on receptors SEL16 and SEL17 requires further clarity in Requirement 19.

Site specific mitigation scheme

19.—(1) No part of Work No. 10 that affects the Travellers’ Encampment may commence until a scheme to mitigate the impacts of construction activities arising from those works, including noise, dust, vibration, and visual effects (including from lighting), has been submitted to and approved in writing by the relevant planning authority.

(2) The scheme referred to in sub-paragraph (1) must include the approach to liaison for the Travellers' Encampment during the construction period.

(3) In the event that significant effects of noise or vibration are identified on receptors SEL16 and SEL17 as shown within the Noise and Vibration Figures (Document 5.4.14), the scheme referred to in sub-paragraph (1) must include mitigation measures to reduce the significant effects as far as practicable.

(4) The construction works for that part of Work No. 10 which affects the Travellers' Encampment must be carried out in accordance with the approved scheme referred to in subparagraph (1) above, unless otherwise agreed with the relevant planning authority.

Question 11. Off-site planting agreement – the Applicant

The Applicant is requested to provide an update on the voluntary off-site planting agreement with Woodstock Lodge Wedding Venue. If the agreement has been made, evidence should be provided of this, and the Applicant should detail how the agreement will reduce adverse effects on the business by the Yorkshire Green project.

The applicant's response to question 11.

National Grid confirms that a letter of mutual undertaking relating to land at Woodstock Lodge Wedding Venue was agreed and signed by all parties (both National Grid and the owners of the venue, who also run the business) on the 23 August 2023. The agreement, which includes commercially confidential terms and has not therefore been submitted, states that National Grid will provide funding to enable the owners to plant screening for the Project at specified locations within the curtilage of Woodstock Lodge. In particular, the agreement contains:

- A commitment from National Grid to fund the implementation of a written scheme of planting, substantially in the form appended to the agreement. The planting scheme is agreed between the parties and was submitted to the ExA (see **Document 8.9.2 [REP2-039] Appendix B**). Once implemented the planting will provide screening of the Project from Woodstock Lodge.
- A commitment of funding from National Grid to enable the maintenance of the written scheme of planting for a period of 5 years.

As part of the agreement, the owners of the wedding venue agree to instruct an experienced landscaping contractor to implement the written scheme of planting and to undertake the maintenance works required for the planting scheme.

Please see Appendix 2 which evidences that the above summary information is correct and agreed with the Wedding Venue owners.

National Grid confirm that, as per the response to written question 1.2.3 (**Document 8.9.1[REP2-038]**), both the conclusion of ES Chapter 6: Landscape and Visual (**Document 5.2.6) [APP-179]** and ES Chapter 16: Socio-Economics (**Document 5.2.16) [APP-088]** identify significant adverse effects on Woodstock Lodge Wedding Venue in Paragraphs 6.10.12, 6.10.25, 6.10.38 and Table 6.16 and Paragraphs

16.8.12-14 and Table 16.15 respectively. These findings only consider the embedded environmental measures within the Order Limits that are in the control of National Grid and form part of the Project. This approach is consistent with the methodology set out in Paragraph 4.7.17 (ES Chapter 4 Approach to preparing the ES, **(Document 5.2.4) [APP-076]**). As described in paragraph 4.7.45 of ES Chapter 4, there are instances where significant adverse effects may occur, even with the inclusion of embedded environmental measures. In this instance consideration may be given to 'additional measures' which cannot be implemented as part of the Project and/or within the Order Limits, which is the case at Woodstock Lodge Wedding Venue because planting, in order to be effective as mitigation, would need to be located in very close proximity to the wedding venue.

Both the Landscape and Visual and Socio-Economic assessments have considered the 'additional measures' proposed at Woodstock Lodge Wedding Venue (Sections 6.15 and 6.16, **(Document 5.2.6) [APP-179]** and Sections 16.11 and 16.12, **(Document 5.2.16) [APP-088]**). However, the assessment of residual effects is only provided as an indication as to whether additional measures could potentially mitigate significant effects.

As detailed in response to written question 13.0.1 **(Document 8.9.1)[REP2-038]** the mitigation planting agreed with the landowners would screen views from the ceremony room, but not from the open terrace area as the operators of the business wish to retain open views across the nearby countryside from the outdoor terrace area of the venue. This would mean that views from the outdoor terrace area would still be subject to a significant, adverse visual impact from the pylons. However, given the importance of open countryside views to the terrace area and the operator's preference for this approach, it is considered that the socio-economic assessment would conclude that no significant socio-economic effects would result to the wedding venue, once the mitigation planting is implemented.

Within the ceremony room, following the growth of the mitigation planting, there would be no significant visual effects and socio-economic effects would be reduced to non-significant.

The conclusion for both the Landscape and Visual and Socio-economic Environmental Statement chapters, however, remains as 'Significant', because the additional measures are not secured by the DCO. However, the owners of Woodstock Lodge have entered into a mutual undertaking in relation to the planting and screening measures as set out above.

If you require any further information, please do not hesitate to contact me,

Yours faithfully,

Emer McDonnell

Senior Project Manager – Yorkshire GREEN

**Appendix 1 Letter to Secretary of State
dated 13 December 2023**

Secretary of State for Energy Security and Net Zero
FAO Alastair Paterson – Energy Infrastructure Planning Manager
Department for Energy Security and Net Zero
C/O: Sian Evans (Case Manager)
The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
Temple Quay
Bristol
BS1 6PN

13 December 2023

Our ref: **Post-Examination Update**
Your ref: **EN020024**

Dear Secretary of State,

National Grid Electricity Transmission plc (National Grid) – The National Grid Yorkshire Green Energy Enablement (GREEN) Project (Project) – EN020024

We write to provide an update from National Grid as Applicant with respect to ongoing engagement which has taken place between National Grid and respective third parties with an interest in the Project. Where no update is provided, this is because the points in issue remain as they were at the end of the examination and so submissions made during the examination remain applicable.

Update on negotiations

Network Rail

Negotiations regarding the Network Rail protective provisions have continued following the close of Examination.

The **Statement of Common Ground between National Grid and Network Rail (Document 8.5.11(D))** submitted at Deadline 7 of the Examination had set out three matters not agreed at that stage with respect to the drafting of Protective Provisions.

Whilst the matter in SoCG ID 4.1.1 (Network Rail consent for DCO powers regarding Articles 3, 4, 25, 26, 29, 34, 36-40, 46 & 55 and DCO powers regarding S172 (rights to enter and survey), s203 (powers to overwrite easements) of the Housing and Planning Act 2016, temporary possession under the Neighbourhood Planning Act 2017, rights to prevent access, and maintenance to railway & properties operation) remains outstanding and will not be agreed between the parties, the wording related to SoCG ID 4.1.2 (the stopping of any works if EMI is present) and 4.1.3 (EMI testing and access to apparatus to enable testing) has now been agreed. The amendments agreed between the parties to be

made to the **draft DCO (Document 3.1(G))** submitted at Deadline 8 are included in red at Appendix A to this letter and evidence of this agreement is shown in the correspondence included at Appendix B. We would be grateful if this could be considered by the Secretary of State when determining the DCO application for the Project.

The remaining matters between the parties within the **Statement of Common Ground between National Grid and Network Rail (Document 8.5.11(D))** at SOCG ID's 4.2.1 (easements), 4.3.1 (Framework Agreement) and 4.4.1 (compulsory acquisition) are linked to Row 4.1.1 and so remain not agreed and will not be agreed between the parties.

Landowners

As well as negotiations of protective provisions, agreements with landowners have also been progressing following the close of the examination. The following table shows the current position, compared with the latest position confirmed during the examination:

| Status | Close of Examination position | Current position | Net change |
|----------------------------------|--------------------------------------|-------------------------|-------------------|
| Heads of Terms under negotiation | 69 | 59 | -10 |
| Heads of Terms agreed | 40 | 50 | +10 |
| Completed Option Agreement | 1 | 1 | 0 |

Yours faithfully,

Emer McDonnell

Senior Project Manager – Yorkshire GREEN

Appendix A Updated Provisions for the protection of Railway Interests (Schedule 15, Part 4 of the draft DCO (Document 3.1(G)))

PART 4

FOR THE PROTECTION OF RAILWAY INTERESTS

26. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 40 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

27. In this Part of this Schedule—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form reasonably prescribed from time to time by Network Rail save for matters concerning requirements imposed by Network Rail in order for Network Rail to comply with its statutory duties, regulatory duties or the terms of its network licence in which case such matters shall be in Network Rail’s absolute discretion and in determining whether or not such matters fall within those constraints Network Rail shall at all times act reasonably;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited’s railway undertaking;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under—

- (a) the Railways Act 1993;
- (b) the network licence; and/or
- (c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 39 (temporary use of land for maintaining the authorised development) in respect of such works.

28.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

29.—(1) Subject to sub-paragraph (3) the undertaker must not exercise the powers conferred by this Order in—

- (a) article 19 (discharge of water);
- (b) article 21 (authority to survey and investigate the land);
- (c) article 26 (extinguishment and suspension of private rights of way);

(2) The powers in sub-paragraph (1) shall not be exercised in respect of any railway property unless the exercise of such powers is with the consent of Network Rail such consent not to be unreasonably withheld and if by the end of the period of 28 days beginning with the date on which such request for Network Rail’s consent was made Network Rail has not intimated their refusal together with the grounds of any such refusal of such consent the undertaker may serve upon Network Rail written notice requiring Network Rail to intimate approval or disapproval within a further period of 14 days beginning with the date upon which Network Rail receives written notice from the undertaker. If by the expiry of the further 14 days Network Rail has not intimated consent or refusal of consent, Network Rail is deemed to have given consent for the exercise of the respective powers.

(3) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(4) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 40 (*statutory undertakers*), article 28 (*power to override easements and other rights or private rights of way*) or article 26 (*Extinguishment and suspension of private rights*), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

30.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 53 (arbitration).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval together with the grounds of any such disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 14 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 14 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker and if reasonably required by the undertaker upon reasonable prior written notice Network Rail will construct any adjoining part of the specified work ("adjoining work") without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker subject to:

- (a) such adjoining work being located on railway property;
- (b) Network Rail having sufficient rights to carry out such adjoining work;
- (c) the undertaker first providing Network Rail with the requisite plans, specifications and any other information reasonably required by Network Rail to enable it to carry out such adjoining work;
- (d) the engineer's approval of such adjoining work; and
- (e) Network Rail being able to recover its costs of carrying out such adjoining work pursuant to paragraph 40(1).

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the opinion of the engineer must be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified work), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case with all reasonable dispatch and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

31.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 30(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 30;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to operational railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

32. The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

33. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

34.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work, or during a period of 24 months after the completion of that work, in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), and within 42 days of receipt of an invoice (or other evidence of the liability incurred in carrying out the alterations and additions) from Network Rail the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 30(3), pay to Network Rail all reasonable and proper expenses to which Network Rail may be put and compensation for any loss which it suffers by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 40(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

35. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 30(3) or in constructing any protective works under the provisions of paragraph 30(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work,

Provided That any costs incurred arising from an act or omission of Network Rail, will not be paid by the undertaker.

36.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph 36 applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 30(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI risks and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph(3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter continue to consult with Network Rail (both before and after formal submission of plans under paragraph 30(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

- (b) the undertaker must provide an EMI interface study (such study to include consideration of transferred voltage potentials, radiated interference to signalling equipment and compliance with the Control of Electromagnetic field at Work Regulations 2016 and British Standard EN 50122 as applicable) for approval, such approval not to be unreasonably withheld or delayed but may be provided subject to reasonable conditions;
- (c) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and
- (d) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but Network Rail may, in its reasonable discretion, select the means of prevention and the method of their execution, and in relation to such modifications paragraph 30(1) has effect subject to this sub-paragraph.

~~(6) The undertaker shall use reasonable endeavours not to allow the use or operation of the authorised development in a manner that causes EMI and which introduces an intolerable risk to the operation of the railway or the safety of the track workers (such intolerable risk would include introducing exposure to electric and magnetic fields in excess of the requirements of the Control of Electromagnetic field at Work Regulations 2016, unacceptable transferred voltage potentials and interference impacting the safe operation of signalling equipment), until measures have been taken in accordance with this paragraph to reduce the risk to tolerable levels of EMI. If at any time prior to the commencement of operation of the authorised development and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.~~

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) Any modifications to Network Rail's apparatus approved pursuant to those sub- paragraphs must be carried out and completed by the undertaker in accordance with paragraph 31.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 40(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub- paragraph (6) applies.

(10) For the purpose of paragraph 35(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 53 (arbitration) to the Secretary of State shall be read as a reference to the President of the Institution of Engineering and Technology.

37. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

38. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

39. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail upon the receipt of a VAT invoice.

40.—(1) The undertaker must pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to the provisions of this paragraph) which may be occasioned to or reasonably incurred by Network Rail by reason of—

- (a) the construction, maintenance or operation of a specified work or the failure of such a work; or
- (b) any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;
- (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development; or
- (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others; or
- (e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development; and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

- (a) give the undertaker reasonable written notice of any such sums referred to in sub- paragraph (1) as soon as reasonably possible after Network Rail become aware of the same
- (b) not make any payment without the prior consent of the undertaker;
- (c) take all reasonable steps to mitigate any liabilities; and
- (d) keep the undertaker informed and have regard to the undertaker's representations in relation to any such sums referred to in sub-paragraph (1).

(3) In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under that sub-paragraph shall if relevant include a sum equivalent to the relevant costs in circumstances where Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator and Network Rail shall use reasonable endeavours in advance of any such liability occurring to assist the undertaker in obtaining copies of any agreements with train operators which may be relevant the purposes of sub-paragraph (1) and identifying the basis of calculation of such relevant costs.

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of Network Rail, its officers, servants, contractors or agents.

(5) Subject to the terms of any agreement between Network Rail and a train operator regarding the amount, timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(7) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by a train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

41. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 40) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

42. In the assessment of any sums payable to Network Rail under this Part there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

43. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works plan and land plan and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

44. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

45. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State’s consent, under article 7 (consent to transfer benefit of the Order) of this Order and any such notice must be given no later than 14 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

46. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 48 (certification of plans etc.) are

certified by the Secretary of State, provide a set of those plans to Network Rail in an electronic format specified by Network Rail.

Appendix B Email confirmation that wording is agreed with Network Rail

Chloe Walker

From: Henshaw, Matthew [REDACTED]
Sent: 18 October 2023 1 [REDACTED]
To: Elizabeth Tones
Cc: Jonathan Bower; Victoria Redman; Adam Richards; Williams, Emily
Subject: RE: Yorkshire Green - Protective Provisions and SoCG for NRIL [WBDUK-AC.FID124404273] [ADDGDD-LIVE.FID4024565]

Follow Up Flag: Follow up
Flag Status: Completed

Hi Lizzie

Thank you for preparing this wording. I am pleased to confirm that this is agreed.

Kind regards

Matt

Matthew Henshaw
Associate

Addleshaw Goddard LLP

Tel [REDACTED]
Mob [REDACTED]

[View our office locations](#)

From: Elizabeth Tones [REDACTED]
Sent: 09 October 2023 [REDACTED]
To: Henshaw, Matthew [REDACTED]
Cc: Jonathan Bower [REDACTED] Victoria Redman [REDACTED] Adam Richards [REDACTED]
Subject: RE: Yorkshire Green - Protective Provisions and SoCG for NRIL [ADDGDD-LIVE.FID4024565] [WBDUK-AC.FID124404273]

Hi Matt

Thank you for your and your client's time on Tuesday. Following this meeting, we propose the below amendments, shown red, to the EMI Paragraph in the Protective Provisions.

Hopefully this aligns with the discussion held and what would happen in practice between the parties but please do let me know if you have any comments on the proposed updated drafting.

1.(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(1) This paragraph 36 applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 30(1) for the relevant part of the authorised development giving

rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(2) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI risks and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(3) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter continue to consult with Network Rail (both before and after formal submission of plans under paragraph 30(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) the undertaker must provide an EMI interface study (such study to include consideration of transferred voltage potentials, radiated interference to signalling equipment and compliance with the Control of Electromagnetic field at Work Regulations 2016 and British Standard EN 50122 as applicable) for approval, such approval not to be unreasonably withheld or delayed but may be provided subject to reasonable conditions;
- (c) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and
- (d) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(4) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but Network Rail may, in its reasonable discretion, select the means of prevention and the method of their execution, and in relation to such modifications paragraph 30(1) has effect subject to this sub-paragraph.

~~(5) The undertaker shall use reasonable endeavours to not allow the use or operation of the authorised development in a manner that causes EMI and which introduces an intolerable risk to the operation of the railway or the safety of the track workers (such intolerable risk would include introducing exposure to electric and magnetic fields in excess of the requirements of the Control of Electromagnetic field at Work Regulations 2016, unacceptable transferred voltage potentials and interference impacting the safe operation of signalling equipment), until measures have been taken in accordance with this paragraph to reduce the risk to tolerable levels of EMI. If at any time prior to the commencement of operation of the authorised development and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.~~

(6) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(7) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) Any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 31.

(8) To the extent that it would not otherwise do so, the indemnity in paragraph 40(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(9) For the purpose of paragraph 35(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(10) In relation to any dispute arising under this paragraph the reference in article 53 (arbitration) to the Secretary of State shall be read as a reference to the President of the Institution of Engineering and Technology.

Kind regards

Lizzie

Elizabeth Tones (She / Her)
Associate
Womble Bond Dickinson (UK) LLP

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wombledickinson.com



Appendix 2 Correspondence with Woodstock Lodge

From: Darren Fowler [REDACTED]
Sent: 19 January 2024 10:36
To: Bethany Kington
Subject: [EXTERNAL] Re: National Grid- Yorkshire GREEN agreement

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Hi Bethany [REDACTED]
I can confirm [REDACTED] as been instructed to carry out the planting and maintenance along with put onsite qualified gardener and confirm the statement details your have sent to me today are correct and satisfactory
Best regards
Darren and Janice fowler

[Sent from the all-new AOL app for iOS](#)

On Friday, January 19, 2024, 9:51 am, Bethany Kington [REDACTED] wrote:

Dear Darren and Janice

As you will see from paragraph 11 of the attached, National Grid have received a request from the Secretary of State that evidence be provided of the contractual agreement entered into between National Grid and the Woodstock Lodge Wedding Venue, as well as detail of how the agreement will reduce adverse effects on the business by the Project.

As you know, an agreement was entered into on 23 August 2023 between National Grid and yourselves. The agreement states that National Grid will provide funding to enable you to plant screening for the Project at specified locations within the curtilage of Woodstock Lodge. In particular, the agreement contained:

- A commitment from National Grid to fund the implementation of a written scheme of planting substantially in the form appended to the agreement, which would, once implemented, provide screening of the Project from Woodstock Lodge.

- A commitment of funding from National Grid to enable the maintenance of the written scheme of planting for a period of 5 years.

As part of the agreement, you agreed to instruct an experienced landscaping contractor to implement the written scheme of planting and to undertake the maintenance works required for the scheme.

I would be grateful if you would be able to reply to this email to confirm that the position set out above is correct. National Grid will then submit both this email and your reply to the Secretary of State as the evidence they have requested.

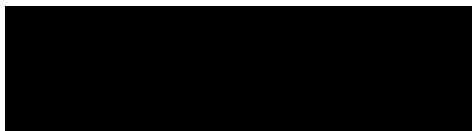
Kind regards

Bethany Kington

Consents officer

Strategic Infrastructure

nationalgrid



nationalgrid.com

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For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

**Appendix 3 Correspondence with NGN
confirming status of objection**

Subject:

FW: [EXTERNAL] RE: EXT:Secretary of State, requesting the update on Yorkshire Green project

From: Dave Ring [REDACTED]

Sent: 19 January 2024

To: John-Paul Heggie [REDACTED]

Subject: [EXTERNAL] RE: EXT:Secretary of State, requesting the update on Yorkshire Green project

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John-Paul

As we have now agreed and completed the Asset Protection Deed the only item outstanding is the crossing agreement, once that is agreed and signed then NGN will be happy to uplift their objection.

Kind Regards

Dave Ring | Senior Surveyor
Property Team
Northern Gas Networks

Mobile [REDACTED]

www.northerngasnetworks.co.uk
facebook.com/northerngasnetworks
twitter.com/ngngas



Northern Gas Networks Limited (05167070) / Northern Gas Networks Operations Limited (03528783), 1100 Century Way, Thorpe Park Business Park, Colton, Leeds, LS15 8TU.

For information on how we use your details please read our [Personal Data Privacy Notice](#)

From: John-Paul Heggie [REDACTED]

Sent: 19 January 2024 16:26

To: Dave Ring [REDACTED]

Subject: EXT:S [REDACTED] the update on Yorkshire Green project

External email! - Think before you click

Hi Dave

We have received the attached letter from the Secretary of State, requesting the following update:

Noting agreed PPs were provided prior to the close of Examination, NGN is requested to provide an update on its objection to the compulsory acquisition and temporary possession of its land interests by the Applicant. The Applicant and NGN are requested to provide an update on the progress of their crossing agreement

We understood that the side agreement and protective provisions resolved any objection that NGN had in the Yorkshire Green Project but I would be grateful if you could confirm whether this is the case by reply to this email. If you are content with the approach, I then propose to submit this email alongside your reply as the evidence the Secretary of State requires.

In terms of the crossing agreement, we have been sent an updated version by your solicitors in December and are working to return this to you as soon as possible.

Kind regards

Regards,

John-Paul Heggie MIET
Project Manager
Yorkshire GREEN Project
National Grid Strategic Infrastructure

Visit our [Connecting](#) website for energy industry news, debate and analysis

Mob: [REDACTED]
National Grid, 4th Floor, Crossgates House, Crossgates, Leeds, LS15 8ET

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