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Department for Energy Security and Net Zero
Submitted by email only: YorkshireGreen@planninginspectorate.gov.uk

1 March 2024

Our ref: **IP comments on third party responses, in response to letter dated 16 Jan 2024**

IP ref: **YOGN-APL001**

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 comments on the third-party responses submitted to the Secretary of State's letter dated 16 January 2024. National Grid has sought to provide comments where it is helpful to do so, for instance where National Grid considers that it would be appropriate for the Secretary of State to have National Grid's progress updates and clarifications in response to a matter raised by another party. National Grid has reviewed all submissions published on the PINs website on 2 February 2024, but has not provided comments on all responses if not deemed necessary.

Network Rail Infrastructure Limited (NRIL)

The submission by NRIL states that *'Negotiations with NGET have not progressed since the close of the Examination and we can therefore confirm that there is no update in this regard.'*

National Grid seeks to clarify that negotiations with NRIL have continued since the close of the examination, as detailed within National Grid's letter dated 13 December 2023. This letter was also included in appendix 1 to National Grid's response dated 30 January 2024 to the Secretary of State's request for further information. Appendix B of Appendix 1 provided written confirmation from NRIL regarding this matter.

National Grid confirm that no further progress beyond this matter has been made.

North Yorkshire Council (NYC) regarding voluntary agreements with affected persons.

The response by NYC states that *'Between the Land Agents for the applicant and North Yorkshire Council (and supported by National Highways) that the work proposed to be carried out on the plots of land identified for various aspects of compulsory acquisition will be carried out under the New Road Streets and Works Act provision. A draft Service Level Agreement, covering the practical elements required for carrying*

out works under NRSWA is due to be completed shortly. In the meantime, contractors have begun to establish contacts the local area highway offices'

National Grid seek to clarify that whilst National Grid would look to rely on the New Roads and Street Works Act 1991 (NRSWA), there may be circumstances where the extent of the works could extend beyond the adopted highway – either laterally or vertically downwards. In those circumstances Compulsory Acquisition powers may be required so as to afford National Grid the protection from any third party interests in the land. Accordingly, pursuant to National Grid's submission in response to the Examining Authority's second round of written questions at question 4.2.9 (**Document 8.25.1) [REP5-083]**), it is not possible to rely solely upon the NRSWA for all of the works relating to the highway – which is the reason for the inclusion of the interests for compulsory acquisition. Therefore, the compulsory acquisition powers sought over highway land should be retained within the DCO.

Discussions with NYC have outlined a proposal to document the process for undertaking works under NRSWA as a new workstream within a Service Level Agreement to be entered into between NYC and National Grid that relates to the delivery phase of the Project. This would document processes relating to communication and the scheduling of works. National Grid accepts this proposal as a sensible way forward. National Grid is continuing to work with the affected local authorities on the details of the Service Level Agreement that relates to the delivery phase of the Project (committed to in the Section 106 Agreement (**Document 8.22(B)) [REP7-032]**), this will include the new workstream as noted above.

Northern Gas Network (NGN)

NGN confirm within their response that they have a number of assets in the location of the Project, which must be taken into account.

The letter submitted by NGN appears to be a generic response which does not reflect the bespoke circumstances or status of engagement of the Yorkshire GREEN Project. Notwithstanding this, National Grid confirm that as part of the Project development, a utility search was undertaken to identify all utilities affected at the time of submission. Prior to construction, the main works contractor will also be required to undertake an updated utility search to identify any assets that have been constructed since the original search was undertaken.

In addition to the above, extensive engagement has been undertaken with NGN throughout the development of the Project, as detailed within Section 2 of the Statement of Common Ground (SoCG) between National Grid Electricity Transmission plc and Northern Gas Networks Limited submitted at Deadline 8 (**Document 8.5.20(D)) [REP8-019]**). As confirmed within Table 3.1 of the SoCG '*National Grid and Northern Gas Networks agree that there will be no impact to Northern Gas Networks buildings as part of the Project...*'. Table 4.1 of the SoCG confirms that there are no matters not agreed between National Grid and NGN.

As a result of engagement with NGN, National Grid have placed specific bespoke protective provisions for the benefit of NGN on the face of the **draft DCO (Document 3.1(G)) [REP8-004]**. These provisions ensure the protection of NGN's assets and the form of this wording was agreed fully with NGN. For example, the provisions require that a plan be provided to NGN for their approval of any works anticipated in proximity of their apparatus. Such plan must be provided at least 28 days prior to any such

works. This position was confirmed as agreed within the SoCG with NGN (**Document 8.5.20(D) [REP8-019]**) submitted at Deadline 8.

As is confirmed in the SoCG with NGN (**Document 8.5.20(D) [REP8-019]**), a crossing agreement has also been requested by NGN before works in proximity of NGN's apparatus take place and National Grid have continued to undertake engagement with NGN regarding the crossing agreement required. Whilst National Grid are progressing the crossing agreement with NGN, its completion is not a prerequisite for the grant of development consent, which is why it has been marked as an agreed position in the Deadline 8 SoCG.

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

Yours faithfully,

Emer McDonnell

Senior Project Manager – Yorkshire GREEN