

# Position in respect of statutory undertakers and others

## The Yorkshire and Humber (CCS Cross Country Pipeline) Development Consent Order

Statutory Undertaker	National Grid Update
Northern Powergrid (Yorkshire) plc	As set out in National Grid's "Responses to matters raised in Rule 17 letter dated 8th April 2015" (document reference 16.1) submitted at Deadline 7, National Grid agrees with the summary of the position presented to the Examination by Mr Brian Riley on behalf of Northern Powergrid in his email of 14 April 2015. The terms of contractual agreement have now been reached in respect of the protective provisions for Northern Powergrid's plant and apparatus; the agreement has been engrossed and signed by Northern Powergrid; it has now been received by National Grid which has executed it prior to completion. Once completion has taken place, National Grid will confirm with Mr Riley that Northern Powergrid will withdraw its representation. National Grid expects this to occur before the close of the Examination.
Network Rail	The position remains as set out in National Grid's "Responses to matters raised in Rule 17 letter dated 8th April 2015" (document reference 16.1) submitted at Deadline 7, save that the latest iterations of the framework agreement, option, deed of easement, asset protection agreement and terms of protective provisions are currently with National Grid for consideration. National Grid expects to return iterations likely to be acceptable to Network Rail imminently, following which execution and completion and withdrawal of representations will be sought as a matter of priority.
Drax Power Limited/Capture Power Limited	The position remains as set out in National Grid's "Responses to matters raised in Rule 17 letter dated 8 <sup>th</sup> April 2015" (document reference 16.1) submitted at Deadline 7.
BT Openreach	The position is as set out in the iteration of this document at Deadline 4. Accordingly, National Grid considers it acceptable for the purposes of the DCO being made.
Kingstone Communications	The position is as set out in the iteration of this document at Deadline 4. Accordingly,

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	National Grid considers it acceptable for the purposes of the DCO being made.
Yorkshire Water Services Limited	An asset protection agreement between Yorkshire Water and National Grid has been executed by both parties. Completion is considered likely to occur this week, after which (as Yorkshire Water indicated in its email to the Examination of 9 April 2015) it will be in a position to withdraw its representation.
Northern Gas Networks Limited	The terms of an asset protection agreement have now been agreed in respect of NGN's plant and apparatus. Engrossments have been executed by NGN and are being returned to National Grid for its execution and completion.
Ineos Manufacturing (Hull) Limited	<p>The terms of an asset protection agreement have now been agreed in respect of Ineos's plant and apparatus. National Grid has prepared engrossments and sent these to Ineos's solicitors.</p> <p>Separately, as set out in the iteration of this document at Deadline 4, National Grid has issued National Grid's preferred documentation for the acquisition of necessary <i>land rights</i> for the authorised development to pass through Ineos's subsurface stratum interest. The principle of the easement is agreed but the latest iteration of the documentation has been with Ineos's solicitors since 7 April 2015. National Grid is seeking to understand whether any issues remain or that documentation can be completed.</p> <p>In addition, the asset protection agreement includes wording preventing National Grid from using its compulsory acquisition powers over Ineos's subsurface stratum interest. This is acceptable to National Grid but only provided that the deed of grant of easement rights, currently with Ineos, is completed at the same time as the asset protection agreement. The principles are not in dispute between the parties but this presents a timing difficulty in that the asset protection documentation cannot be completed until the land documentation is in</p>

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	<p>the same position.</p> <p>Further, Ineos has indicated that once engrossments are issued, it cannot guarantee that appropriate signatories will be available for completion prior to the close of the Examination.</p> <p>National Grid will continue with its efforts to achieve completion of the asset protection and easement documentation prior to the close of the Examination. However, if this does not occur, National Grid notes that Ineos is not a “statutory undertaker” for the purposes of Section 127 of the Planning Act 2008 but will continue to seek completion of these documents in good faith following the close of the Examination. This means that the process set out in that Section is not engaged in respect of this matter, irrespective of whether representations are withdrawn before the close of the Examination.</p>
National Grid Electricity Transmission PLC	<p>The terms of contractual agreement have now been reached in respect of the protective provisions for NGG and NGET’s plant and apparatus. Engrossments are with NGG and NGET for execution.</p>
National Grid Gas PLC	
Government Pipeline and Storage Systems	<p>The terms of an agreement in relation to protective provisions for GPSS’s apparatus have been agreed. Engrossments are with GPSS for execution, after which National Grid will execute and (with GPSS approval) complete the documents, following which GPSS will withdraw any representations.</p>
The Canal and River Trust	<p>As set out in the iteration of this document at Deadline 4, it is understood by National Grid that the CRT is satisfied with the principles of the pipeline crossing under river navigation at the River Ouse and appropriate protections for the purposes of the Examination because:</p>

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	<ul style="list-style-type: none"> <li>• following a request from CRT, Work No. 5C of Schedule 1 (authorised development) of the DCO (document reference 3.1 Rev D) commits National Grid to a minimum depth of 3.5 metres beneath the true clean bottom of the River Ouse;</li> <li>• the email from Mr Martyn Coy of the CRT to PINS of 29 January 2015 clarifies that details of the crossing are a matter for processes under its Code of Practice to take place prior to commencement of works, which does not require National Grid to enter into any documentation at this stage.</li> </ul> <p>National Grid has considered the Code and provided to CRT a draft agreement specifying certain terms in the Code which would not be appropriate in the particular context of this project. National Grid continues to seek to explore this with CRT but notes that Section 127 of the Planning Act 2008 is not engaged in respect of this matter: the authorised development will pass <u>under</u> the CRT's land interest (by at least a depth of 3.5 metres as CRT's interest is from the bed of the Ouse upwards); the DCO is seeking neither (1) to compulsorily acquire any land or interest in land from CRT nor (2) to compulsorily acquire any right over CRT's land by the creation of a new right over its land or interest in land.</p>
Driffield Navigation Trust	<p>The Trust has instructed solicitors and land agents. National Grid continues to seek to understand the Trust's position from them in order to progress legal documentation, which includes in particular evidencing whether the Trust has any statutory standing or any interest in land.</p> <p>National Grid has, in the interim, provided the Trust with an agreement in respect of asset protection not dissimilar to that provided to the CRT. The Trust's solicitors have indicated that they remain to receive instructions on the agreement as well as matters of statutory standing or interests in land.</p> <p>Section 127 of the Planning Act 2008 is therefore not engaged in relation to the Trust.</p>

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	<p>However, National Grid will be offering a unilateral undertaking in case the proposed bilateral agreement described above remains unlikely to be completed before the close of the Examination. The Trust will be consulted but proposed provisions currently include:</p> <ul style="list-style-type: none"> <li>• standards for the design and carrying out of the works, minimising the risk of damage to the Trust's assets;</li> <li>• provision to the Trust of information (including condition surveys, method statements and risk assessments where relevant) and giving due regard to any comments or representations made by the Trust on such information;</li> <li>• complying with reasonable health and safety and security requirements imposed by the Trust, causing as little inconvenience as is reasonably practicable and not causing (or permitting to be caused) any injury, damage, endangerment or obstruction when accessing the Trust's land;</li> <li>• reimbursement for any cost properly and reasonably incurred by the Trust in monitoring the carrying out of the project works which is additional to the monitoring carried out by National Grid and in carrying out any emergency measures;</li> <li>• providing recourse in relation to third party claims for physical or bodily damage brought against the Trust as a consequence of the project works; and</li> <li>• providing recourse to the Trust in relation to physical damage to trust assets which arises as a result of the project works.</li> </ul>
Environment Agency	The position remains as set out in National Grid's "Responses to matters raised in Rule 17 letter dated 8 <sup>th</sup> April 2015" (document reference 16.1) submitted at Deadline 7.