

DATED 14th May 2012

- (1) NATIONAL GRID ELECTRICITY TRANSMISSION PLC
- (2) SEDGEMOOR DISTRICT COUNCIL
- (3) WEST SOMERSET DISTRICT COUNCIL
- (4) SOMERSET COUNTY COUNCIL
- (5) SOUTH GLOUCESTERSHIRE COUNCIL
- (6) NORTH SOMERSET COUNCIL

HINKLEY CONNECTION PROJECT
PLANNING PERFORMANCE AGREEMENT
SECOND SUPPLEMENTAL AGREEMENT



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PLANNING PERFORMANCE AGREEMENT

SECOND SUPPLEMENTAL AGREEMENT

DATED 14th May. 2012

PARTIES

- (1) **NATIONAL GRID ELECTRICITY TRANSMISSION PLC** whose registered office is situated at 1 – 3 The Strand London WC2N 5EH (Registered Company number 02366977 ("National Grid")); and
- (2) **WEST SOMERSET DISTRICT COUNCIL** of West Somerset House, Killick Way, Williton, Taunton, Somerset TA4 4QA; ("West Somerset") and
- (3) **SEDGEMOOR DISTRICT COUNCIL** of Bridgwater House, King Square, Bridgwater, Somerset TA6 3AR ("Sedgemoor"); and
- (4) **SOMERSET COUNTY COUNCIL** of County Hall, Taunton, Somerset, TA1 4DY ("Somerset"); and
- (5) **SOUTH GLOUCESTERSHIRE COUNCIL** of Castle Street, Thornbury BS35 1HF ("South Gloucestershire"); and
- (6) **NORTH SOMERSET COUNCIL** of Somerset House, Oxford Street Weston-super-Mare BS23 1TG ("North Somerset")

BACKGROUND

- (A) On 9 November 2010 the Original Parties entered into a planning performance agreement ("the PPA") concerning proposals by National Grid for a Project which is expected to be a nationally significant infrastructure project for the purposes of the Planning Act for which Development Consent would be required.
- (B) On 8 November 2011 the Original Parties and South Gloucestershire entered into a Supplemental Agreement under the terms of which South Gloucestershire became a party to the PPA pursuant to clause 18.2 of the PPA.
- (C) This Agreement relates to a Project which at the date of this Agreement is expected to be a nationally significant infrastructure project for the purposes of the Planning Act for which Development Consent would be required.
- (D) In addition to passing through or affecting the areas for which West Somerset, Sedgemoor, Somerset and South Gloucestershire are relevant Local Authorities the Project may also pass through or affect the area for which North Somerset is the relevant Local Authority.
- (E) Clause 18.1 of the PPA recognises that the Project may require consultation with, input from, and permission and licences from a range of other statutory, governmental and non-governmental public bodies.
- (F) North Somerset is one of the bodies listed at clause 18.1 of the PPA and wishes to enter into an agreement with the PPA Parties pursuant to clause 18.2 of the PPA.

- (G) National Grid, West Somerset, Sedgemoor, South Gloucestershire and Somerset have agreed that North Somerset may become a party to the PPA pursuant to clause 18.2 of the PPA.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Supplemental Agreement the following words shall have the following meanings unless otherwise stated:

"Original Parties" means National Grid, West Somerset, Sedgemoor and Somerset;

"PPA" means the Planning Performance Agreement dated 9 November 2010 between the Original Parties;

"PPA Parties" means the Original Parties and South Gloucestershire

"Supplemental Agreement" means an Agreement dated 8 November 2011 between the Original Parties and South Gloucestershire.

"Second Supplemental Agreement" means this Agreement

- 1.2 Words which are defined in clause 1 of the PPA shall have the meaning set out in the PPA.

2 AGREEMENT BY NORTH SOMERSET

- 2.1 North Somerset hereby agrees to be bound by the terms and conditions of the PPA as if they were set out in this Second Supplemental Agreement and in particular to work with the PPA Parties to achieve the Vision and the Process Objectives, to observe the obligations specific to the Councils set out at clause 8 of the PPA and only to charge in accordance with the Charging Principles set out at clause 15 of the PPA.
- 2.2 North Somerset will at all times operate within its statutory powers and duties and in accordance with the legislation to which it is subject. No decision, advice, observation, consultation response, representation or submission by North Somerset in respect of the Project, pursuant to its statutory powers and duties under the Planning Act or otherwise, shall be in any way prejudiced or fettered by the existence of this Agreement.

3 AGREEMENT BY THE PPA PARTIES

- 3.1 The PPA Parties hereby agree to work with North Somerset in accordance with the terms and conditions of the PPA.
- 3.2 The terms and conditions of the PPA shall continue to apply to the PPA Parties and the PPA Parties agree to continue to work together with each other and with North Somerset in accordance with the terms and conditions of the PPA.

4 SCHEDULE OF UPDATES TO PPA

A Schedule of Updates made further to the PPA up to the time of the Second Supplemental Agreement is appended to this Second Supplemental Agreement.

Schedule 1

Schedule of Updates to PPA:

This Schedule of Updates sets out the operational decisions made by Strategic Project Board under provisions of Section 20 of the PPA that impact upon and update the PPA:

1. Chair of SPB

Variation to Schedule 3, 2.7 made at SPB meeting 14 February 2011– the Chair is now appointed for a term of 3 consecutive meetings. Note that the SPB meetings to date have been about every 3 months.

2. Planning Performance Measures s13. and Schedule 5

SPB 26 May 2011 agreed a change to formula for PPMs concluding in summary that:

Reduced number of PPMs

Future PPMs to be focused on work packages and quality of deliverables, where

Quality means authoritative, unambiguous, professional, agreed advice from L.As.

3. Work Packages s14.

The following work packages have been approved by SPB and are in operation at this date:

Programme Management

Environmental Impact Assessment

Project Executive

Communications

Adequacy of Consultation

4. Invoicing Schedule 4

SPB 30 November 2010 confirmed arrangements for invoicing: Each council to raise one invoice per month containing work on all packages. Draft invoices to be issued in advance of this and circulated to JPT for challenge and agreement.

5 Publishing of SPB and HCCG minutes.

It was agreed at SPB of 29 February 2012 that SPB and HCCG minutes (back dated from the preferred corridor announcement) would now be published on the National Grid's website.

Signed by **National Grid Electricity**)
Transmission Plc in the presence of:)

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Executed as a Deed by **SOMERSET**)
COUNTY COUNCIL affixing its Common)
Seal in the presence of:)



x *[Signature]*
Authorised Officer

Number in Register **23004**

Executed as a Deed by **WEST SOMERSET**)
DISTRICT COUNCIL affixing its Common)
Seal in the presence of:)

[Signature]

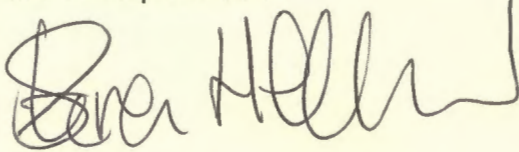
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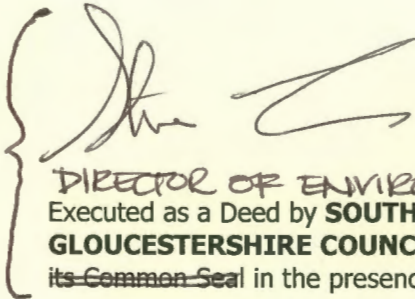
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DISTRICT COUNCIL affixing its Common)
Seal in the presence of:)



Authorised Officer



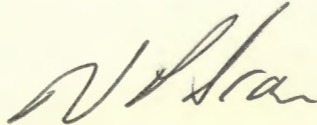
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DIRECTOR OF ENVIRONMENT & COMMUNITY SERVICES
Executed as a Deed by **SOUTH**)
GLOUCESTERSHIRE COUNCIL affixing)
~~its Common Seal~~ in the presence of: -)

Authorised Officer

Executed as a Deed by affixing the)
COMMON SEAL of **NORTH SOMERSET**)
DISTRICT COUNCIL in the presence of: -)



Authorised Signatory X



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