

DATED 9 November 2010

- (1) NATIONAL GRID ELECTRICITY TRANSMISSION PLC
- (2) SEDGEMOOR DISTRICT COUNCIL
- (3) WEST SOMERSET DISTRICT COUNCIL
- (4) SOMERSET COUNTY COUNCIL

**HINKLEY CONNECTION PROJECT
PLANNING PERFORMANCE AGREEMENT**

nationalgrid

THE POWER OF ACTION



Sedgemoor
IN SOMERSET

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PLANNING PERFORMANCE AGREEMENT

DATED 9 November **2010**

PARTIES

- (1) **NATIONAL GRID ELECTRICITY TRANSMISSION PLC** whose registered office is situate 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; and
- (3) **SEDGEMOOR DISTRICT COUNCIL** of Bridgwater House, King Square, Bridgwater, Somerset TA6 3AR; and
- (4) **SOMERSET COUNTY COUNCIL** of County Hall, Taunton, Somerset, TA1 4DY

(each a "Council" and together the "Councils")

BACKGROUND

- (A) National Grid is an electricity transmitter for the purposes of the Electricity Act and has a duty under section 9 of the Electricity Act to develop and maintain an efficient, co-ordinated and economical system of electricity transmission.
- (B) This Agreement relates to the 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.
- (C) The Project is likely to pass through or affect the areas for which the Councils are relevant Local Authorities.
- (D) The Parties wish to establish a framework for timely consultation review and comment during the proposed Development Consent Order Application process (including pre-application processes) for the Project.
- (E) The Councils consider that the proper discharge of the Councils' various statutory functions arising as a result of and relating to the Project will occupy very considerable resources of the Councils, which the Councils consider will be managed better and in the public's best interest by entering into this Agreement.
- (F) Given the importance and significance of the Project from the public perspective, the Councils agree to work cooperatively to facilitate the efficient processing of the proposed Development Consent Order Application while allowing for due and proper consideration at each stage in the process including public and community consultation.
- (G) The Councils have powers under the Planning Act and associated planning legislation, section 111 of the Local Government Act 1972 and section 93 of the Local Government Act 2003 to enter into this Agreement and to charge for certain activities associated with the proposed Development Consent Order Application as set out in this Agreement.

- (H) Nothing in this Agreement shall be taken to predetermine or prejudice the proper consideration and determination of any consent or application or override or fetter the statutory powers duties or responsibilities of any of the Councils or National Grid.

1 **DEFINITIONS AND INTERPRETATION**

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

"Charging Principles" means those principles set out in paragraph 15 for funding arrangements in respect of discretionary activities carried out by the Councils

"CIPFA" means the Chartered Institute of Public Finance and Accountancy

"Council Obligations" means the obligations and objectives set out in paragraph 8

"Development Consent" means consent as defined under section 31 of the Planning Act

"Development Consent Order Application" means a development consent order application in respect of the Project as submitted by National Grid to the IPC (together with any permitted variations)

"Electricity Act" means the Electricity Act 1989

"Infrastructure Planning Commission" or **"IPC"** means the body corporate of that name established under section 1(1) of the Planning Act and any other such appointed government body with the function of receiving the Development Consent Order Application

"Issues and Tasks Plan" means the plan to be established pursuant to paragraph 10

"Key Dates" means the key milestone dates for delivery of the Project in accordance with the Vision and the Process Objectives as set out in Schedule 2

"Lead Council" means the Council appointed by the Strategic Project Board to lead and co-ordinate work under any one or more of the Work Areas set out in Schedule 7 to this Agreement

"Local Authority" means a local authority as defined under Section 43 of the Planning Act

"National Grid's Obligations" means the obligations and objectives set out in paragraph 7

"National Performance Indicators" means the National Indicators for Local Authorities and Local Authority Partnerships published by the Department for Communities and Local Government

"Parties" means National Grid and the Councils and shall include their successors and assigns from time to time and "Party" shall be construed accordingly

"Planning Act" means the Planning Act 2008

“Planning Performance Measures” means the performance measures set out in Schedule 5

“Process Objectives” means the objectives set out in paragraph 6

“Project” means the project envisaged by National Grid referred to in paragraph 4

“Project Programme” means the programme for delivery of the Vision and Process Objectives established pursuant to paragraph 11

“Strategic Project Board” means the body to be established in accordance with paragraph 9

“Task Team” means one or more teams to be established in accordance with paragraph 12

“Vision” means the vision set out in paragraph 5

“Work Area” means a main grouping of Work Packages, such that the relevant Council is appropriate to take a lead in relation to specification, resourcing and project management as more particularly described in paragraph 14. The Work Areas described in Schedule 7 are not a definitive or final list of Work Areas and may be added to, amended or varied by the Strategic Project Board

“Work Package” means a defined body of work to be undertaken as more particularly described in paragraph 14

2 **PURPOSE AND LEGAL STATUS OF THIS AGREEMENT**

- 2.1 This Agreement is entered into by the Councils under the Planning Act and associated planning legislation, section 111 of the Local Government Act 1972 and section 93 of the Local Government Act 2003 and shall be governed by and construed in accordance with English law and, subject to paragraph 2.2, its provisions shall be binding and enforceable under the law of contract.
- 2.2 The Parties agree that paragraphs 5, 6, 7.1 (except sub-paragraph (c)), 8.1, 10, 11, 12, 13 and 18 and Schedules 2, 5, 6 and 7 shall not be binding and enforceable under the law of contract but that they shall use their reasonable endeavours to work together in accordance with the spirit and principles of those provisions subject always to paragraph 3.
- 2.3 For the avoidance of doubt, the Contracts (Rights of Third Parties) Act 1999 shall not apply and no person other than the Parties (and any successors in title, assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Agreement.
- 2.4 This Agreement sets out the objectives for the Project in so far as they relate to the Councils' involvement in the Development Consent Order Application process (including pre-application processes) with procedural arrangements to ensure that timely consultation, scrutiny, review and comment during the Development Consent Order Application process can be achieved, having full regard to each Party's various duties. Its purpose is to set out the manner in which the Project is being taken forward to the extent relevant to each Party's responsibilities.
- 2.5 The Parties agree to an overall objective of securing a timely and rigorous project management of the application processes for the Project, encompassing the preparation of expert reports, consultation responses, the consideration of planning

application submissions, and other agreed activities without fettering any Party's ability to discharge their statutory functions, community engagement or leadership.

- 2.6 The intentions and objectives set out in this Agreement may be reviewed and varied in accordance with the procedure under paragraph 20.
- 2.7 The intention of the Parties is to provide a framework that:
- (a) allows for a clear, precise and robust project programme to be agreed and managed;
 - (b) results in a more efficient interface between the Parties in relation to the Project;
 - (c) secures meaningful and timely feedback to consultation documents that National Grid requires in order to apply for development consent to the Infrastructure Planning Commission or other competent authority as applicable;
 - (d) respects the duties and discretions of each Council in considering the proposals;
 - (e) respects the duties and discretions of National Grid including, but not limited to, the Development Consent Order Application;
 - (f) establishes a stable team of suitably experienced and senior representatives to provide the interface between National Grid and each Council and between each Council;
 - (g) allows for more efficient project management, easier dispute avoidance and resolution, and working toward common programme objectives;
 - (h) either sets out (with variations under permitted circumstances), or provides a mechanism for reaching consensus on, a set of objectives and milestones to be achieved.

3 **NON FETTER OF DISCRETION**

- 3.1 The Councils will at all times operate within their statutory powers and duties and in accordance with the legislation to which they are subject. No decision, advice, observation, consultation response, representation or submission by any of the Councils in respect of the Project, pursuant to their statutory powers and duties under the Planning Act or otherwise, shall be in any way prejudiced or fettered by the existence of this Agreement.
- 3.2 National Grid will at all times operate within its statutory powers and duties and in accordance with the legislation to which it is subject. No decision in respect of the Project shall be in any way prejudiced or fettered by the existence of this Agreement. Nor shall this Agreement be treated as formal policy so far as National Grid's other dealings are concerned either in relation to the Project or any other part of National Grid's business.
- 3.3 The parties also acknowledge that the existence of this Agreement (or the interpretation of it) in no way predetermines any element of the process of achieving the requisite consents for the Project (including but not limited to any Development Consent Order Application and pre-application consultation) or indeed the description of the Project itself.

4 **PROJECT DESCRIPTION**

- 4.1 The proposed Project is not yet defined in any fixed way but will involve the installation of high voltage electricity transmission equipment. Therefore for the purposes of this Agreement it is the Project to be described in the Development Consent Order Application.
- 4.2 This Agreement is not intended to cover works or applications ancillary to or outside any Development Consent Order Application.

5 **VISION**

- 5.1 For the purpose of this Agreement, the aims of the Project are to achieve the following:
- (a) a contribution to the national need for secure, low carbon electricity in accordance with applicable current Government policy;
 - (b) compliance with operations, safety and security requirements;
 - (c) a proper assessment and scrutiny of its environmental, social and economic impacts which are robustly established through an evidence base;
 - (d) the management of the effects of the Project on communities and the natural and historic environment and an understanding of mitigation required in accordance with National Grid's duty to preserve amenity both always in the context and balance of National Grid's overriding statutory rights and obligations;
 - (e) promotion of genuine and meaningful community engagement in the project development; and
 - (f) submission by National Grid of the proposed Development Consent Order Application to the IPC, or its successor, according to the Project Programme.

6 **MUTUAL (SPECIFIC) PROCESS OBJECTIVES**

- 6.1 The Parties agree to:
- (a) a mutual commitment of resources to meet the Vision and Process Objectives and the processing of applications in accordance with the Project Programme and Key Dates;
 - (b) provide meaningful feedback in a timely manner to assist the application process;
 - (c) mutual participation along with other authorities along the route of the Project in meetings to enable progress to be monitored and considerations and potential issues common to the Project, across administrative boundaries, to be identified, discussed and resolved wherever practicable;
 - (d) generally act with all reasonable care and skill including responding to requests as soon as reasonably practicable in order to achieve the submission by National Grid of the Development Consent Order Application to the IPC according to the Project Programme.

6.2 These Process Objectives are to be updated as follows:

- (a) to the extent that any relate only to the Council Obligations, then by mutual agreement of the Councils following recommendation from the Strategic Project Board;
- (b) to the extent that any relate to National Grid's Obligations (irrespective of whether they also relate to the Council Obligations) then they shall be updated from time to time by National Grid in consultation with the Strategic Project Board and the Councils

7 **OBLIGATIONS SPECIFIC TO NATIONAL GRID**

7.1 In return for the Councils observing the Council Obligations, National Grid agrees to use its reasonable endeavours to:

- (a) comply with the Process Objectives and to help facilitate the other Parties' compliance with the Process Objectives as updated from time to time;
- (b) comply with its obligations under Schedule 9 of the Electricity Act;
- (c) pay the Councils' costs properly incurred and invoiced in accordance with the terms of the Charging Principles and the Invoicing and Payment arrangements set out in Schedule 4 and the relevant Work Packages;
- (d) submit the Development Consent Order Application and supporting documents in accordance with the Planning Performance Measures and Key Dates;
- (e) carry out public consultations and consult with statutory authorities in accordance with National Grid's 'Statement Of Community Consultation';
- (f) respond substantively to all written communications and telephone calls with or from the other Parties within 5 working days of receipt and to respond to all other communications associated with this Agreement promptly and in any case within 10 working days from receipt or in either case within such other time as may be agreed;
- (g) provide other Parties with all substantive documents relevant to the purpose of a meeting between the parties not less than 10 working days prior to that meeting or such other time as may be agreed;
- (h) provide a copy of a full team directory, identifying individuals and responsibilities, to other Parties within 5 working days of the date of this Agreement, and to keep such team directory up to date; and
- (i) provide robust project management of all relevant application processes for the Project.

8 **OBLIGATIONS SPECIFIC TO THE COUNCILS**

8.1 The Councils agree to use their reasonable endeavours to:

- (a) work with the community and statutory agencies to assess the adequacy of National Grid's 'Statement of Community Consultation' for the Project and to provide related advice to the Infrastructure Planning Commission,

- including the Local Impact Report required pursuant to section 60 of the Planning Act;
- (b) support communities so that they understand how and when they can engage in the process;
 - (c) provide constructive and challenging input into pre-application discussions with National Grid and related Government consultations;
 - (d) provide proactive communications capacity to co-ordinate requests for information by the media, and pursuant to the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 on behalf of the Councils;
 - (e) where appropriate provide input to any screening and scoping report sought by National Grid for the Project and subsequent technical input into any relevant environmental impact assessment and environmental statement submitted by National Grid for the Project;
 - (f) provide robust project management of all relevant application processes for the Project;
 - (g) wherever practicable, avoid the duplication and overlap of resources in accordance with paragraph 15.1(e) and to appoint a single person to coordinate work on behalf of all the Councils;
 - (h) make best use of the resources and expertise available within the group of Councils;
 - (i) provide the Strategic Project Board with regular information concerning agreed budgets, relevant expenditure and costs as agreed by the Strategic Project Board;
 - (j) subject to the Charging Principles, designate officers, engage consultants, provide other appropriate resources and carry out other actions needed to secure the proper consideration and determination of the Development Consent Order Application and in their respective roles as Local Planning Authorities, to respond as statutory consultees in accordance with the Planning Performance Measures, Key Dates and terms of the relevant Work Package;
 - (k) procure external resources with due recognition of the need for probity and independence of advice, and in compliance with the best value process, EU procurement directives and all relevant standing orders of the Councils;
 - (l) inform National Grid on the appointment of external consultants and termination of appointment and give notice to the National Grid within 5 working days of such appointment or termination of appointment;
 - (m) notify National Grid promptly as soon as it is reasonably expected that the anticipated resource expenditure required to complete any Work Package is likely to exceed the authorised expenditure limit for that Work Package;
 - (n) respond substantively to all written communications and telephone calls with or from the other Parties within 5 working days of receipt, and to respond to all other communications associated with this Agreement

promptly and in any case within 10 working days from receipt or in either case within such other time as may be agreed;

- (o) notify all Parties no later than 5 working days prior to any Council, cabinet or committee meeting at which any report of matter relevant to the Project will be considered, and provide all parties with the relevant minutes or action points arising within 10 working days; and
- (p) provide a copy of a full team directory, identifying individuals and responsibilities, to the other Parties within 10 working days of the date of this Agreement, and to keep such team directory up to date.

9 **STRATEGIC PROJECT BOARD**

9.1 As soon as reasonably practicable and in any event within one month after the date of this Agreement the Parties shall set up the Strategic Project Board constituted in accordance with the provisions set out in Schedule 3.

9.2 The Strategic Project Board shall be responsible for those matters set out in Schedule 3 and for project managing the actions required for the formulation of the proposals by National Grid so that they are carried out in accordance with the Process Objectives and the terms of this Agreement. Such activities shall include but not be limited to:

- (a) agreeing and updating the Issues and Tasks Plan;
- (b) agreeing and updating the detailed timings of each Issues and Tasks Plan within the overall Project Programme;
- (c) coordinating the achievement of any revised Project Programme and Key Dates;
- (d) coordinating the achievement of the Planning Performance Measures;
- (e) dividing activities listed in the Issues and Tasks Plan into individual Work Areas and assigning each one to a Task Team;
- (f) assigning each Task Team to a Lead Council, appointing the Task Team leader and nominees, and monitoring performance of Task Teams;
- (g) approving proposed Work Packages and signing off the delivery of such Work Packages;
- (h) monitoring and controlling the delivery of Work Packages in accordance with the Issues and Tasks Plan, Project Programme, Key Dates and Planning Performance Measures;
- (i) managing the resolution of disputes and issues between the Parties.

9.3 The overall objectives, composition, terms of reference and responsibilities of the Strategic Project Board are more particularly described in Schedule 3.

9.4 The Parties may agree from time to time to work outside the formal Strategic Project Board process in order to meet and comply with the Project Programme, Key Dates and Planning Performance Measures and on such occasions will seek to apply the principles and working methods contained in paragraph 9.2 and in Schedule 3.

10 ISSUES AND TASKS PLAN

10.1 As soon as reasonably practicable and in any event within one month of the date of this Agreement the Parties shall agree the Initial Issues and Task Plan for achieving the Process Objectives.

10.2 The Issues and Tasks Plan shall contain the following information:

- (a) an analysis of the requirements to deliver in order to secure the Process Objectives set against current information to identify gaps;
- (b) information on each issue, the corresponding tasks needed to close the gap and the accountability for undertaking this, in the form set out in Schedule 6 or such other form as may from time to time be agreed by the Strategic Project Board.

11 KEY DATES AND PROJECT PROGRAMME

As soon as reasonably practicable and in any event within one month of the date of this Agreement the Strategic Project Board shall agree the Key Dates and Project Programme for securing the Vision and Process Objectives.

12 TASK TEAMS

12.1 The Strategic Project Board shall appoint one or more Task Teams which shall be responsible for the delivery of each item listed in the Issues and Tasks Plan. In carrying out its activities the Task Team shall adhere to the directions of the Strategic Project Board.

12.2 The overall objectives, composition and responsibilities of each Task Team shall be agreed by the Strategic Project Board.

12.3 Each Task Team shall be responsible for formulating one or more proposed Work Packages for approval by the Strategic Project Board and then ensuring delivery of the work in accordance with the resource commitments and milestones set out in the approved Work Package.

13 PLANNING PERFORMANCE MEASURES

13.1 The Planning Performance Measures shall be kept under review by the Strategic Project Board and shall include target dates for:

- (a) submissions to external authorities;
- (b) major formal responses to external authorities;
- (c) completion of key reports necessary for determinations.

13.2 Any changes to the Planning Performance Measures proposed by the Strategic Project Board shall be suggested to the Parties and if the Parties agree unanimously then the changes proposed by the Strategic Project Board shall be implemented.

13.3 At no time shall any Party be under any obligation to adhere to any proposed amendment to a Planning Performance Measure to which that Party does not agree.

14 **WORK PACKAGES**

- 14.1 Each Work Package shall be in such format as may from time to time be agreed by the Strategic Project Board and shall provide for the following information to be specified and maintained:
- (a) accountable Task Team;
 - (b) description of work to be carried out including milestones and quality plan;
 - (c) description of outcomes to be delivered, including quality and timescale;
 - (d) links to National Performance Indicators and any local area agreement targets;
 - (e) resource plan, including resources internal and external to Councils, their phasing, and the strategy for their procurement;
 - (f) authorised expenditure limit;
 - (g) risks to delivery, including dependence on other work whether or not carried out under any Work Package;
 - (h) matters to be reported to Strategic Project Board, including progress against milestones, resources used to date and forecast to be used to completion, issues and risks arising, issues referred to Strategic Project Board for resolution;
 - (i) arrangements on termination of the Work Package;
 - (j) dates of approval by Strategic Project Board of start of work and of satisfactory completion.
- 14.2 The Councils agree to provide the resources to facilitate the requirements contained in the Work Packages subject to compliance by National Grid with its commitments on the provision of funding.
- 14.3 National Grid agrees to fund such resources in accordance with paragraphs 15 and 16.
- 14.4 National Grid may serve notice of termination of a Work Package at any stage but in such event it will remain responsible for the actual costs unavoidably incurred by a Council or which a Council has a contractual obligation to pay at the date on which the Council received the notice of termination of the Work Package (so long as in both cases such costs would have otherwise been payable by National Grid pursuant to paragraphs 15 and 16). Any such costs shall be paid by National Grid in accordance with paragraphs 15 and 16. The Councils shall use their best endeavours to mitigate costs and redeploy resources so as to minimise the amount of these costs.
- 14.5 The Councils are free to choose to continue with a Work Package (or relevant part of it) even if National Grid are no longer under any commitment to fund that Work Package (or relevant part of it).

15 CHARGING PRINCIPLES

- 15.1 Subject to the remainder of this paragraph 15, any funding arrangements entered into between National Grid and the Councils under specific Work Packages shall be in accordance with the following principles:
- (a) the charging relates exclusively to each Council's recovery of its costs for the provision of services it is authorised but not required (by an enactment) to provide;
 - (b) the payments are on a not-for profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;
 - (c) there shall be full transparency with regard to costs incurred;
 - (d) the sole basis for charging is that the Councils can recover resources expended to achieve delivery of an Approved Work Package (as defined in Schedule 4), in accordance with this Agreement and the terms of the Work Package;
 - (e) the Councils shall use all reasonable endeavours to keep costs payable by National Grid under this Agreement to a minimum including but not limited to sharing resources between each Council, making the best use of available information having due regard to statutory obligations; and
 - (f) National Grid does not have to pay for any work forming part of a Work Package that National Grid has not given its prior approval to via the Strategic Project Board or otherwise
- 15.2 In the event that anticipated resource expenditure required to complete any Work Package is reasonably expected to exceed the authorised expenditure limit for that Work Package, this shall immediately be brought to the attention of the Strategic Project Board and separately to National Grid and no further financial commitment shall be entered into in respect of that Work Package until either National Grid has so agreed or the Councils have chosen to pursue that Work Package (or relevant part of it) using its/their own sources of funding.
- 15.3 Subject to paragraph 15.4, costs eligible for charging to National Grid shall be based:
- (a) where the work is carried out by third parties under contract, on the amounts invoiced to the Party that commissions the work;
 - (b) where the work is carried out by a Council's employees, on the internal staff resources necessary and committed in the agreed Work Package. For the avoidance of doubt such resources may include those used to administer third party contracts required for the implementation of this Agreement and for the further avoidance of doubt may include those used to provide legal and financial advice, project management and support in accordance with an agreed Work Package.
- 15.4 Any charging by the Councils and agreed by National Grid shall be carried out in accordance with the provisions of section 93 of the Local Government Act 2003, any relevant Government guidance and the guidance and requirements of the professional codes of practice issued by CIPFA from time to time.

15.5 For the avoidance of doubt National Grid offers no commitment to fund any part of a Council's expenditure in respect of any particular Work Package which exceeds the authorised expenditure limit for that Work Package until National Grid has approved such expenditure but notwithstanding the Council shall be free to continue with any work under such Work Package as it sees fit and at its own cost.

15.6 The Parties agree that nothing in this Agreement shall require National Grid to fund any mitigation related to the Project. Such matters are to be dealt with separately as appropriate.

16 **INVOICING AND PAYMENT**

Invoicing and payment shall take place in accordance with the arrangements set out in Schedule 4 or as may from time to time be varied with the agreement of the individual Parties by and to whom invoices are being issued.

17 **CONFIDENTIALITY**

Information held by public authorities is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Each Party will co-operate as may be necessary and practicable prior to and in order to fulfil any statutory obligations relating to the disclosure of information.

18 **OTHER PARTIES**

18.1 In addition to duties to consult with local communities, the Parties recognise 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 including (but not necessarily limited to) and successor bodies, for example:

- (a) The Environment Agency;
- (b) English Heritage;
- (c) The Government Office for the South West (GOSW);
- (d) The South West Regional Development Agency;
- (e) The Highways Agency;
- (f) Natural England;
- (g) Bristol City Council;
- (h) South Gloucestershire Council;
- (i) North Somerset Council.

18.2 Although such bodies are not parties to this Agreement the Parties may, wherever practicable, and subject to the agreement of such bodies, enter into an arrangement in which the bodies agree to work in accordance with the principles of this Agreement with a view to achieving the Process Objectives, insofar as this is compatible with the powers, duties and responsibilities of the bodies concerned.

19 **TERMINATION**

- 19.1 Any Party may at any time and at its own discretion choose not to follow the arrangements set out in this Agreement (and any of the processes that flow from it) and withdraw from this Agreement by giving not less than 10 working days notice in writing to the other Parties ("Notice of Withdrawal").
- 19.2 If National Grid serves a Notice of Withdrawal then it will pay the Actual Costs (as defined in Schedule 4) unavoidably incurred or committed by the Councils at the date the Councils received the Notice of Withdrawal so long as in all cases such costs would otherwise have been payable by National Grid pursuant to paragraphs 15 and 16.
- 19.3 Following service of a Notice of Withdrawal by a Council, the Strategic Project Board shall take steps to reallocate work amongst the remaining Councils where this is possible.

20 **REVIEW AND VARIATION**

- 20.1 The Parties may at any time review the operation of this Agreement and the intended arrangements under it and may amend or vary the arrangements. Any such amendment or variation must be evidenced in writing signed by an authorised representative of each Party.

Schedule 1
Plan of the Area



Schedule 2

Indicative Project Programme and Certain Key Dates

- 1 Drop in events commence 7 June 2010
- 2 Consultation 1 response 23rd July 2010
- 3 Stage 1 Consultation Report Autumn 2010
- 4 Preferred Route Option Winter 2010
- 5 Consultation 2 response 2011
- 6 Detailed Environmental Impact Statement Autumn 2011 - Spring 2012
- 7 Consultation on draft Route Alignment Spring 2012
- 8 Submission of Development Consent Order Application Summer 2012

The above dates offer a guide to how the timeframe might run for the Development Consent Order Application. They are not intended to capture each and every part of the Development Consent Order process and all dates may be subject to change due to various factors including (but not limited to) consultation responses and guidance from the IPC and other organisations.

Schedule 3

Strategic Project Board

1 OVERALL OBJECTIVE

In all actions, the Strategic Project Board will seek to achieve the Vision and Process Objectives in accordance with the principles set out in the main body of this Planning Performance Agreement.

2 CONSTITUTION

2.1 Each Party to have a maximum of 2 identified nominees with authority to enter commitments on behalf of their organisation and responsible for reporting back to / securing approvals from their parent organisation in accord with its relevant procedures.

2.2 Each Party can substitute for its identified nominees via a written mandate provided that the substitute has no less authority than the nominee; other attendees including the project manager(s) may attend as observers and presenters of information only.

2.3 Decisions of the Strategic Project Board shall be taken on the basis of one vote for each Party represented at the meeting. A nominee of each Party must be present at each meeting in order for the Strategic Project Board to be quorate.

2.4 Decisions to approve / vary Issues and Tasks Plan and attribution to Work Areas to be taken at meetings of all Parties. Decisions under this paragraph 2.4 shall be unanimous in order to be passed and recorded.

2.5 Decisions on Work Packages shall be discussed at the Strategic Project Board. All Parties may comment on the terms of proposed Work Packages and may make suggestions about how a Work Package may most effectively be carried out but only National Grid and the Council (s) assigned to that Work Package may vote on any such matters. Decisions concerning a proposed Work Package shall be unanimous in order to be passed and recorded.

2.6 Informal dispute resolution procedure to be established.

2.7 Meetings of the Strategic Project Board shall take place as required (but at least every two months). At its initial meeting the Strategic Project Board shall appoint one member to act as Chair for the next three months. The position of Chair will be rotated among the Parties with each Chair appointed for a three month period.

2.8 Membership and Chair to be reviewed annually.

2.9 The Strategic Project Board may (with unanimous agreement of all Parties) from time to time agree, vary or amend, standing orders and procedures to govern its operation; in particular the Strategic Project Board may review the requirement for decisions under paragraph 2.3 to be unanimous and may substitute such other requirements as may be agreed by all Parties.

3 RESPONSIBILITIES AND FUNCTIONS

3.1 The Strategic Project Board shall:

- (1) approve Issues and Tasks Plan, keep under review, modify when appropriate;
- (2) identify Work Areas to cover all of Issues and Tasks Plan;
- (3) establish Task Teams as appropriate, assign Task Team leader and corresponding Lead Council, and assign appropriate Work Area(s) to each team;
- (4) review and approve proposed Work Packages to satisfy Issues and Tasks Plan, including authorised expenditure limit; and
- (5) ensure appropriate resources are procured in a proper manner so as to secure the implementation of the approved Work Packages.

4 FINANCIAL PROCEDURES AND REPORTING

4.1 The Strategic Project Board shall:

- (1) establish and approve financial procedures and information requirements to enable the Strategic Project Board to monitor expenditure;
- (2) approve auditing and monitoring arrangements to ensure that all expenditure is in accordance with the Charging Principles; and
- (3) consider exception reports on a regular basis, such reports to set out the reasons why expenditure is not in accordance with the approved estimates.

5 PROJECT OVERVIEW AND CONTROL

5.1 The Strategic Project Board shall:

- (1) establish, approve, monitor and control delivery of Work Packages;
- (2) review and approve any revisions to Work Packages;
- (3) seek to resolve issues and disputes, refer to independent expert where unresolved and appropriate;
- (4) maintain Project Programme including identified Key Dates;
- (5) agree and monitor Planning Performance Measures; and
- (6) approve satisfactory completion of Work Packages.

Schedule 4

INVOICING AND PAYMENT

In this Schedule the following words and phrases have the following meanings:

Actual Costs	costs (exclusive of VAT) actually incurred by a Council in carrying out work under an Approved Work Package and costs which a Council is legally liable to pay in respect of work under an Approved Work Package, whether or not such work is carried out by third parties under a contract or by the employees of a Council provided the costs conform to the requirements of the Charging Principles set out in paragraph 15 of this Agreement
Additional Invoice	an Invoice submitted under paragraph 7
Approved Work Package	a Work Package approved by the unanimous vote of all members of the SPB
Invoice	an invoice submitted by a Council in accordance with this Schedule
Invoice Costs	Actual Costs incurred by a Council but not previously included in an Invoice
Invoice Date	The first working day of each calendar month
Invoice Period	The calendar month ending on the last working day immediately preceding the Invoice Date
SPB	The Strategic Project Board

Invoicing

- 1 Within 10 working days of each Invoice Date, each Council shall submit an Invoice to National Grid setting out the Actual Costs incurred by the Council in respect of all Approved Work Packages for the Invoice Period.
- 2 An Invoice submitted under paragraph 1 may include any Invoice Costs due in respect of any preceding invoice periods which have not previously been invoiced to National Grid.
- 3 Any Invoice submitted by a Council shall contain such information (including purchase order numbers) as is required under the financial procedures agreed by the SPB.

Payment

4. National Grid shall pay invoices properly submitted under this Schedule within 20 working days of the date of receipt of the invoice. On request by a Council National Grid shall pay an invoice within 15 working days.

Financial Monitoring and Information Systems

5. Each Council shall establish and maintain financial and other information systems to monitor control and report on the costs actually incurred in carrying out an Approved Work Package. Such information systems may include a requirement for the time spent on particular activities to be recorded and reported.

Provision of financial information by the Councils to National Grid

6. National Grid may request the supporting information used to calculate the amount of any Invoice or of any Additional Invoice in accordance with paragraph 9.

Additional Invoices

7. At any time a Council may submit an Additional Invoice in respect of Invoice Costs. Invoice Costs may also be included in an Invoice under paragraph 2.
8. National Grid shall pay any Additional Invoice properly submitted under paragraph 7 in accordance with the timescales set out in paragraph 4.

Provision of information on request by National Grid

9. Where National Grid has requested supporting information under paragraph 6, disclosure of information under this paragraph may take place either by the Council providing copies, including electronic copies, of the documents, vouchers or other information used to prepare an Invoice or an Additional Invoice or by allowing an authorised representative of National Grid to attend at the Council's offices and to inspect such supporting information.

SCHEDULE 5
HINKLEY CONNECTION PROJECT
PPA - PLANNING PERFORMANCE MEASURES

This document is regularly updated - last updated on 30 June 2010

The following table sets out the known planning performance measure (“PPMs”) the detail of which is to be worked up pursuant to the 2010 Planning Performance Agreement entered into by National Grid and the Councils (“the PPA”) and then regularly reviewed and updated by the Strategic Project Board (“SPB”)

	PPM	Target	Responsibility	Performance to date¹
	<i>Programme driven</i>			
1	Maintain overall project programme	100%	All	
2	Hit Project Key Dates (as set out in schedule 2 of the PPA and updated from time to time)	100%	All	
	<i>Finance driven</i>			

¹ This part to be completed and circulated for discussion prior to each SPB meeting

	PPM	Target	Responsibility	Performance to date¹
4	Work Package, Issues and Tasks Plan actions and associated work approved and carried out in compliance with PPA, thereby triggering payment from National Grid	100%	Councils	
5	Council's invoices made by due date and the correct form	100%	Councils	
6	Valid invoices paid on time	100%	National Grid	
	<i>SPB specific</i>			
7	Meetings take place when necessary and without delay to the Project Programme	100%		
8	Background papers prepared and circulated	5 working days prior to meeting		
9	Draft minutes prepared and circulated	Within 5 working days of the meeting		
10	Sign off of minutes	Within 5 working days of the meeting		
	<i>Work Package driven</i>			
11	Number of agreed Work Packages waiting	0%	All	

	PPM	Target	Responsibility	Performance to date¹
	approval.			
	(i) Programme Management – target by end July 2010	End of Aug 2010	All	
	(ii) Communications	Eng of Aug 2010		
	(iii) EIA review	End of September 2010	Councils	
	(iv) Executive functions	End of Aug 2010	All	
12	Completion of key reports necessary for determinations	By Key Dates	All	

	PPM	Target	Responsibility	Performance to date ¹
	<i>Issues and Task Plan driven</i>			
13	<i>[similar to the above PPMs for Work Packages, list out issues and task plan actions as and when known². Couple of known tasks listed below. For each task the 'draft deliverable' needs to be submitted to the other parties for consultation and comment before final deliverables issued, so there needs to be a reference to that process for each issue and task]</i>			
14	Addressed issues/tasks in each month	100%		
15	Unaddressed issues/tasks in each month	0%		
16	Drop in events	7 June – 14 July 2010		
17	Comment on adequacy of Consultation Statement	Within statutory period following submission of DCO	Councils	
18	Further Consultation response deadline	Respond to National Grid by key response		

² Assumed to be completed post completion of the PPA

	PPM	Target	Responsibility	Performance to date¹
		deadlines		
19	Submission of draft Local Impact Report	Within statutory period following submission of DCO	Councils	
20	Submission of Local Impact Report	Within statutory period following submission of DCO	Councils	
	<i>Others</i>			
21	Unaddressed strategic risks	0%	All	
22	Formal responses to external authorities	Target dates to be set by SPB	Councils	
23	Respond to relevant national policy consultations by deadline dates	100%	Councils	

**SCHEDULE 6
FORM OF ISSUES AND TASKS PLAN**

Issue				TASK						Issue Status	
				Actions to reduce threat to acceptable level							
Issue No	Date Identified	Originator	Description of threat to delivery of the Vision, Project Programme and Key Dates	Lead Party	Action Description	Accountability	Required Timescale	Required type and size of Resource	Monitoring and comments	Issue Status	Date Complete

SCHEDULE 7**WORK AREAS AND WORK PACKAGES**

WORK PACKAGE NUMBER	DESCRIPTION
001	Programme Management
002	Communications
003	Adequacy of Consultation
004	Environmental Impact Assessment
005	Project Executive

NOTE

The contents of this Schedule reflect the Work Areas and Work Packages agreed at the date of execution of this Agreement.

The Work Areas and Work Packages will be added to during the life of the Agreement as new Work Areas and Work Packages are approved by the Strategic Project Board.

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

) *NP*
)
)



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

[Handwritten signature]



Number in Register 21490

Authorised Officer

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

[Handwritten signature]



*Said we
2092*

Authorised Officer

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

[Handwritten signature]



4117

Authorised Officer