

Report to the Cabinet Member for Economic Development, Environment and Planning

Report submitted by: Executive Director for Environment

Date: 28 September 2012

Part I

Electoral Divisions affected:
Thornton Cleveleys Central,
Fleetwood West, Fleetwood
East, Heysham

Walney Extension Offshore Wind Farm: Proposed Planning Performance Agreement

(Appendix 'A' refers)

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Executive Summary

The existing Walney offshore wind farm (Walney 1 and Walney 2), which has a total installed capacity of 367MW, became fully operational in January 2012. Danish Oil and Natural Gas (DONG) Energy is proposing to extend the existing Walney offshore wind farm. The extension would have a total installed capacity of up to 750MW.

The proposed extension would have an impact on Lancaster District as the grid connection point would be at Heysham, which would entail the construction of a new substation. There would also be landscape / seascape and visual amenity impacts on all the Morecambe Bay authorities (including Lancaster and Wyre), Copeland Borough and the Lake District National Park.

Having regard to the 'duty to cooperate' under the Localism Act 2011, officers from affected local authorities in Lancashire and Cumbria have concluded that there would be significant benefits if they work together as a single consortium or partnership on this project to avoid duplication, to share resources and to maximise efficiency. DONG Energy is proposing a single Planning Performance Agreement (PPA) for all the authorities impacted by the proposal. Officers from Lancashire and Cumbrian authorities and are agreed that a PPA for the project is needed.

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 the PPA.

Recommendation

That the County Council enters into a PPA in connection with the application by DONG Energy for a Development Consent Order under the Planning Act 2008, for the extension of the Walney offshore wind farm, subject to acceptable terms being approved by the Executive Director for Environment.

Background and Advice

Danish Oil and Natural Gas (DONG) Energy is an offshore wind developer and operator with operations in the United Kingdom and other European states. DONG Energy developed the existing Walney offshore wind farm, which became fully operational in January 2012. The wind farm comprises 102 x 3.6MW turbines with a total installed capacity of 367.2MW.

DONG Energy is proposing to develop an extension to the existing Walney offshore wind farm. The extension would be located to the north west of the existing wind farm, around 19km from Walney Island and some 35km north west from the Fylde Coast. The total area to be occupied by the extension amounts to 149 sq.km. The expected total installed capacity of the wind farm extension would be up to 750MW. Three scenarios for the extension are proposed:

1. 209 turbines x 3.6MW with a rotor diameter of 120m and a hub height of 90m.
2. 108 turbines x 7MW with a rotor diameter of 164m and a minimum hub height of 105m.
3. 40 turbines x 3.6MW and 91 turbines x 6MW.

The proposed grid connection point for the wind farm extension is the Heysham 400kV substation. A new substation would be required to convert the electricity generated by the wind farm extension (132kV – 275kV) to be distributed by National Grid (400kV).

The Walney Extension project is a Nationally Significant Infrastructure Project. As such, DONG Energy will be required to submit an application to the National Infrastructure Directorate (NID) of the Planning Inspectorate for a Development Consent Order (DCO). The project programme indicates that the submission will be made in March 2013. If the necessary consents are obtained, the extension is likely to be operational in autumn 2016.

Joint working with other Lancashire and Cumbria Authorities

The extension would have an impact on Lancaster District as the grid connection point would be at Heysham. The proposed extension would have landscape / seascape and visual amenity impacts on all the Morecambe Bay authorities (including Lancaster and Wyre), Copeland Borough and the Lake District National Park.

Having regard to the 'duty to cooperate' under the Localism Act 2011, officers from affected local authorities in Lancashire and Cumbria have agreed that the proposed

extension project is of major strategic interest. Officers have concluded that there are significant benefits if they work together as a partnership on this project by avoiding duplication, sharing resources and maximising efficiency. Working together as a single consortium would not constrain the County Council and other local authorities from making their own decisions on behalf of their communities. Using the evidence and information gathered jointly, local authorities would be able to determine for themselves what the likely local impacts of the proposals would be and submit their own local impact statements to the NID.

Proposed Planning Performance Agreement

There are essentially four major work streams relating to the NID process for local authorities:

- Considering the applicant's Statement of Community Consultation.
- Commenting on the quality of the applicant's consultation process.
- Producing a technical Local Impact Report.
- Making representations on the application for a DCO.

For the County Council (and other local authorities) the amount of work to undertake these tasks would involve considerable time and resources. National guidance being given to local authorities emphasises the need for them to be able to continue to deal with normal business in addition to handling these large infrastructure cases. For this reason the use of Planning Performance Agreements (PPA) to secure funding (in the absence of planning fees) to pay for additional resources to handle these cases, is advocated.

DONG Energy is proposing a single PPA for all the authorities impacted by the proposal. Officers from Lancashire and Cumbrian authorities are agreed that a PPA for the project is needed. It would operate under the terms of national guidance for such agreements and would provide adequate funding for the local authorities to participate effectively in the process for considering the project. Negotiations around the development of a joint PPA are at an advanced stage. It is proposed that Cumbria County Council would act as lead authority and accountable body. The lead authority and accountable body would be responsible for putting in place programme management arrangements that ensure the local authority commitment to the project is delivered on time, to an appropriate quality and within budget. Through this project management arrangement, detailed work packages will be developed and agreed with the developer, securing the required funding, efficient payment of invoices and handling disputes.

It must be emphasised that requiring the developer to provide funding through a PPA should not be regarded as a means by which the developer can influence the decision by paying for the means by which it is administered. The draft Terms of Reference for the PPA is attached at Appendix 'A'. Section 3 of the draft Terms of Reference makes it clear that any decisions by local authorities would not be prejudiced or fettered by the existence of the PPA. Provided that the Terms of Reference of the final PPA are acceptable to the Executive Director for Environment, it is proposed that the County Council enters into a PPA in connection with the application by Dong Energy for development consent for the Walney Extension project.

Consultations

N/A

Implications:

This item has the following implications, as indicated:

Risk management

No significant risks have been identified in relation to the proposals contained within this report.

Financial

The PPA is a means by which the County Council (and other local planning authorities affected by the proposals) can participate and engage in a positive way with the developer and reach a fully informed view on the local impacts of the proposals.

The PPA would provide funding from DONG Energy to the County Council (and other local planning authorities affected by the proposals) for three of the four major work streams relating to the NID process for local authorities: considering the applicant's Statement of Community Consultation; commenting on the quality of the applicant's consultation process and producing a technical Local Impact Report. Preparation of the Local Impact Report in particular is likely to be resource hungry.

The PPA would not fund the County Council (and other local planning authorities affected by the proposals) to make its own representations on the application by DONG Energy for a DCO.

Legal

A PPA does not fetter the participating Authorities in the view they take on the merits of a proposal.

Equality and Diversity

The PPA allows the County Council (and other local planning authorities affected by the proposals) to be properly resourced to ensure the views and concerns of local communities are given voice within the planning process which is essential given that the ultimate decision on DONG Energy's proposal will be made at a national level.

Local Government (Access to Information) Act 1985 List of Background Papers

Paper

Date

Contact/Directorate/Tel

Nil.

Reason for inclusion in Part II, if appropriate

N/A.

Appendix A

(1) DONG ENERGY WALNEY EXTENSION (UK) LTD

(2) COUNCILS

WALNEY EXTENSION OFFSHORE WIND FARM PROJECT

DRAFT PLANNING PERFORMANCE AGREEMENT

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PLANNING PERFORMANCE AGREEMENT

DATED

2012

PARTIES

(1) **DONG [Walney Extension (UK) Ltd] ENERGY** whose registered office is situate at c/o Watson, Farley & Williams LLP 15 Appold Street London EC2A 2HB, (Registered Company number 07306956 ("DONG [Walney Extension (UK) Ltd] Energy"); and

(2) **COUNCILS**

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

BACKGROUND

- (A) DONG [Walney Extension (UK) Ltd] Energy is an offshore wind developer and operator with operations in the United Kingdom and other EEA states.
- (B) This PPA relates to the Project which at the date of this PPA 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 require resourcing by the Councils, which the Councils consider will be managed better and in the Public's best interest by entering into this PPA.
- (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) This PPA is intended to facilitate the processes which need to occur, but it is not to impinge in any way on the substantive decision making of the bodies involved.
- (H) 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 PPA and to charge for certain activities associated with the proposed Development Consent Order Application set out in this PPA.
- (I) Nothing in this PPA shall be taken to predetermine or prejudice the proper consideration and determination in any consent or application or override or fetter the statutory powers duties or responsibilities of any of the Councils or DONG [Walney Extension (UK) Ltd] Energy.

1. Definitions and Interpretation

1.1 In this PPA 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 DONG [Walney Extension (UK) Ltd] Energy to the Planning Inspectorate (together with any variations)

“Electricity Act” means the Electricity Act 1989

“National Infrastructure Directorate” or **“NID”** means the body formed as part of the Planning Inspectorate to examine and recommend planning applications for the decision of the relevant Secretary of State.

“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 PPA

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

“DONG [Walney Extension (UK) Ltd] Energy’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 DONG [Walney Extension (UK) Ltd] Energy’s 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 DONG [Walney Extension (UK) Ltd] Energy 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 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 PPA

- 2.1 This PPA 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 on the basis that this PPA is not and should not be treated as a contract in law or any similar instrument. It is instead a statement of intention of good faith subject at all times to each Party’s individual statutory functions and obligations.
- 2.2 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 assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this PPA.
- 2.3 This PPA 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.

- 2.4 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 Development Consent Order application, and additional application documentation submissions, and other agreed activities without fettering any Party's ability to discharge their statutory functions, community engagement or leadership.
- 2.5 The intentions and objectives set out in this PPA may be reviewed and varied in accordance with the procedure under paragraph 20.
- 2.6 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 DONG [Walney Extension (UK) Ltd] Energy requires in order to apply for development consent to the NID 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 DONG [Walney Extension (UK) Ltd] Energy 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 DONG [Walney Extension (UK) Ltd] Energy 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.
 - (i) This PPA will be effective from the date of this document until such time as the Parties decide.

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 the PPA.

- 3.2 DONG [Walney Extension (UK) Ltd] Energy 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 PPA. Nor shall this PPA be treated as formal policy so far as DONG [Walney Extension (UK) Ltd] Energy's other dealings are concerned either in relation to the Project or any other part of DONG [Walney Extension (UK) Ltd] Energy's business.
- 3.3 The parties also acknowledge that the existence of this PPA (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) or indeed the description of the Project itself.

4. Project Description

- 4.1 The Project is an extension of the completed Walney offshore wind farm (sharing the Western boundary of the existing wind farm) and currently consists of an area up to 149Km² and a capacity of up to 750MW. The site is located approximately 19 km WSW of the Isle of Walney coast in Cumbria, 26km SW from the Millom coast, and 31 km SE from the Isle of Man. The Project lies within English territorial waters and beyond, within the UK Renewable Energy Zone (also the UK exclusive economic zone). The offshore cable(s) route landfall will be brought to shore at Heysham, where a generator build offer was accepted with the National Grid interface point at the Heysham 400kV substation. The proposed onshore substation would be approximately 2 Km inland from the Lancashire coast. The transmission assets, i.e. offshore substations, the export cable(s) and an onshore substation will subsequently be owned by an Offshore Transmission Operator (OFTO) given the OFTO regime.
- 4.2 This PPA is not intended to cover works outside any Development Consent Order Application.
- 4.3 The local authorities to be consulted under section 42 have been identified in accordance with Section 43 of the Act and the Planning Inspectorate Advice Note 3 'The Planning Inspectorate and Nationally Significant Infrastructure Projects'. A 'B' or 'D' authority is the authority(s) (lower tier district or county council respectively) in which the proposed application is located. For the Walney Extension (UK) Ltd Project this includes the land where the onshore substation and cable are located. An 'A' or 'C' authority is an authority (including national parks), which shares a boundary with the 'B' or 'D' authority. Please see Advice Note 3 of the Planning Inspectorate's published Advice notes for further details.

5. Vision

5.1 For the purpose of this PPA, 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) an assessment of its environmental, social and economic impacts which are 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 DONG [Walney Extension (UK) Ltd] Energy's duty to preserve amenity both always in the context and balance of DONG [Walney Extension (UK) Ltd] Energy's overriding statutory and commercial rights and obligations;
- (e) promotion of community engagement in the project development; and
- (f) submission of a Development Consent Order to the Planning Inspectorate according to the desired programme, without delays associated with a lack of time on the Councils' part spent on facilitating this;

6. Mutual (Specific) Process Objectives

6.1 Parties agree to:

- (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 DONG [Walney Extension (UK) Ltd] Energy of the Development Consent Order Application to the Planning Inspectorate according to 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 with the consent of DONG [Walney Extension (UK) Ltd];
- (b) to the extent that any relate to DONG [Walney Extension (UK) Ltd] Energy's Obligations (irrespective of whether they also relate to the Council Obligations) then they shall be updated from time to time by DONG [Walney Extension (UK) Ltd] Energy in consultation with the Strategic Project Board and the Councils;

7. Obligations specific to DONG [Walney Extension (UK) Ltd] Energy

7.1 In consideration of the Councils covenants to observe the Council Obligations, DONG [Walney Extension (UK) Ltd] Energy 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) 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;
- (c) 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 any other communications associated with this PPA promptly and in any case within 10 working days from receipt or in wither case within such time that may be agreed;
- (d) provide other Parties with substantive documents relevant to the purpose of and to be discussed at a meeting between the parties not less than 10 working days prior to that meeting or such other time as may be agreed;
- (e) provide a copy of a team directory, identifying individuals and responsibilities, to other Parties within 5 working days of the date of the PPA, and to keep such team directory up to date; and
- (f) provide robust project management of relevant application processes for the Project.

8. Obligations Specific to the Councils

8.1 The Councils agree to use their 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) to provide related advice to the National Infrastructure Directorate, including the Local Impact Report required pursuant to section 60 of the Planning Act;
- (c) Support communities so that they understand how and when they can engage in the process;
- (d) provide constructive input into pre-application discussions with DONG [Walney Extension (UK) Ltd] Energy;
- (e) to agree and 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;
- (f) where appropriate provide input to any environmental scoping report sought by DONG [Walney Extension (UK) Ltd] Energy for the Project and subsequent technical input into any relevant

environmental impact assessment and environmental statement submitted by DONG [Walney Extension (UK) Ltd] Energy;

- (g) provide robust project management of all relevant application processes for the Project;
- (h) wherever practicable, avoid the duplication and overlap of resources in accordance with paragraph 15.1 and to appoint a single person to coordinate work on behalf of all the Councils;
- (i) make best use of the resources and expertise available within the group of Councils;
- (j) provide the Strategic Project Board with regular information concerning agreed budgets, relevant expenditure and costs as agreed by the Strategic Project Board;
- (k) subject to the Charging Principles, to establish the Councils Task Teams, 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;
- (l) 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;
- (m) inform DONG [Walney Extension (UK) Ltd] Energy on the appointment of external consultants and termination of appointment and give notice to the DONG [Walney Extension (UK) Ltd] Energy within 5 working days of such appointment or termination of appointment;
- (n) notify DONG [Walney Extension (UK) Ltd] Energy promptly as soon as it is reasonably expected that the anticipated resource expenditure required to complete any Work Package is likely to exceed the authorized expenditure limit for that Work Package;
- (o) 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 PPA promptly and in any case within 10 working days from receipt or in either case within such other time as may be agreed;
- (p) notify all Parties no later than 15 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 of such meeting; and,
- (q) provide other Parties with substantive documents relevant to the purpose of and to be discussed at a meeting between the parties not less than 10 working days prior to that meeting or such other time as may be agreed;
- (r) provide a copy of a full team directory, identifying individuals and responsibilities, to the other parties within one month of the date of this PPA, and to keep such team directory up to date.

9. Strategic Project Board

- 9.1 As soon as is reasonably practicable and in any event within one month after the date of this PPA (or such other time period as may be agreed between the Parties) 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 DONG [Walney Extension (UK) Ltd] Energy so that they are carried out in accordance with the Process Objectives and the terms of this PPA. Such activities shall include but not be limited to
- i. Agreeing and updating the Issues and Tasks Plan;
 - ii. Agreeing and updating the detailed timings of each Issues and Tasks plan within the overall Project Programme;
 - iii. Coordinating the achievement of any revised Project Programme and Key Dates;
 - iv. Coordinating the achievement of Planning Performance Measures;
 - v. dividing activities listed in the Issues and Tasks Plan into individual Work Area and assigning each one to a Task Team;
 - vi. assigning each Task Team to a Lead Council, appointing the Task Team Leader and nominees, and monitoring performance of Task Teams;
 - vii. approving proposed Work Packages and signing off the delivery of such Work Packages;
 - viii. monitoring and controlling the delivery of Work Packages in accordance with the Issues and Tasks Plan, Project Programme, Key Dates and Planning Performance Measures; 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 is practicable and in any event within one month of the start dates on this PPA, all parties shall agree to 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 Board.

11. Key Dates and Project Programme

11.1 The Key Dates are set out in Schedule 2 along with the Project Programme. DONG Energy reserves the right to amend these key dates as and when this may be required and will notify the Councils of any decision taken to this effect.

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 by either Party;

(b) Major formal responses to external authorities by either Party;

(c) Completion of key reports necessary for the determination of development consent applications.

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 be from time to time 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) authorized 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;
 - a. The Councils agree to provide the resources to facilitate the requirements contained in the Work Packages subject to compliance by DONG [Walney Extension (UK) Ltd] Energy with its commitments on the provision of funding.
 - b. DONG [Walney Extension (UK) Ltd] Energy agrees to fund such resources in accordance with paragraphs 15 and 16.
 - c. DONG [Walney Extension (UK) Ltd] Energy 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 Councilor 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 DONG [Walney Extension (UK) Ltd] Energy pursuant to paragraphs 15 and 16). Any such costs shall be paid by DONG [Walney Extension (UK) Ltd] Energy:

- (i) Following service of a notice of termination the Councils shall not make any commitment which would have the effect of incurring further DONG Walney Extension (UK) Ltd.'s costs or liabilities and shall use its best endeavours to mitigate costs and redeploy resources so as to minimise the amount of any DONG Walney Extension (UK) Ltd Costs.
- (ii) From the date on which the Councils receive notice of termination from DONG Walney Extension (UK) Ltd the Councils shall not make any commitment which would have the effect of incurring further costs for which DONG Walney Extension (UK) Ltd would be responsible and shall use its best endeavours to mitigate costs and redeploy resources so as to minimise the amount of those costs.
- (iii) DONG Walney Extension (UK) Ltd 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 and always only to the extent that it has not been possible to avoid these costs in accordance with clauses [1.1 and 1.2] above and so long as such costs would have otherwise been payable by DONG [Walney Extension (UK) Ltd] Energy pursuant to paragraphs 15 and 16).
 - d. The Councils are free to choose to continue with a Work Package (or relevant part of it) even if DONG [Walney Extension (UK) Ltd] Energy are no longer under any commitment to fund that Work Package (or relevant part of it).
 - e. DONG [Walney Extension (UK) Ltd] Energy reserves the right to choose whether in respect of a work package above:
 - i. The Council(s) perform the tender process;
 - ii. DONG [Walney Extension (UK) Ltd] Energy performs the tender process and hands over the management of the task to the Council(s);
 - iii. It is organized jointly through the task team;

15. Charging Principles

15.1 Subject to the remainder of this paragraph 15, any funding arrangements entered between DONG [Walney Extension (UK) Ltd] Energy 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 associated with the processing of the Project which it is authorised to provide, save that charging may not relate to any Council's substantive decision making;
- (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 between the Councils and DONG [Walney Extension (UK) Ltd] Energy 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 PPA and the terms of the Work Package;
- (e) the Councils shall use all reasonable endeavours to keep costs payable by DONG [Walney Extension (UK) Ltd] Energy under this PPA to a minimum including but not limited to sharing resources between each council, making best use of available resources between each Council, making best use of available information having due regard to statutory obligations; and
- (f) DONG [Walney Extension (UK) Ltd] Energy does not have to pay for any work forming part of a Work Package that DONG [Walney Extension (UK) Ltd] Energy 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 authorized expenditure limit for that Work Package, this shall immediately be brought to the attention of the Strategic Project Board and separately to DONG [Walney Extension (UK) Ltd] Energy and no further financial commitment shall be entered into in respect of that Work Package until either DONG [Walney Extension (UK) Ltd] Energy 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 DONG [Walney Extension (UK) Ltd] Energy 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 PPA 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 DONG [Walney Extension (UK) Ltd] Energy 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 DONG [Walney Extension (UK) Ltd] Energy 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 DONG [Walney Extension (UK) Ltd] Energy 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 PPA shall require DONG [Walney Extension (UK) Ltd] Energy to fund any mitigation related to the Project.

16 Invoicing and Payment

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

17 Confidentiality

- 17.1 DONG [Walney Extension (UK) Ltd] Energy shall clearly identify with reasons information that it considers should not be disclosed by the Councils pursuant to any requests under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
- 17.2 Where the Councils receive any request under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 in relation to the Project they will consult DONG [Walney Extension (UK) Ltd] Energy prior to the release of any requested information.
- 17.3 The Councils shall not without the consent of DONG [Walney Extension (UK) Ltd] Energy disclose or permit or suffer to be disclosed any of the contents of or the existence of any of the documents agreed pursuant to this Agreement or information supplied under this Agreement in relation to the Project at any time except to its professional advisers and/or to the extent that disclosure may be required by law or by any regulatory or listing authority.
- 17.4 DONG [Walney Extension (UK) Ltd] Energy acknowledges that, notwithstanding the provisions of this clause [17], the Councils may, acting in accordance with the Department of Constitutional Affairs Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the Freedom of Information Act 2000, or the Environmental Information Regulations 1994 to disclose information concerning DONG [Walney Extension (UK) Ltd] Energy or the Project:
- (i) in certain circumstances without consulting DONG [Walney Extension (UK) Ltd] Energy; or
 - (ii) following consultation with DONG [Walney Extension (UK) Ltd] Energy and having taken its views into account;
- 17.5 [All Intellectual Property created by or generated by the Councils (including any of their employees or advisors) in the course of or as a result of the performance of any Work Package (the "Developed IP") shall vest in and be the absolute property of the Councils.
- 17.6 All Intellectual Property created by or generated by DONG [Walney Extension (UK) Ltd] Energy (including by any of its consultants, employees or advisors) in the course of or as a result of the performance of any Work Package shall vest in and be the absolute property of DONG [Walney Extension (UK) Ltd] Energy.
- 17.7 The Councils shall provide or shall procure the provision to DONG [Walney Extension (UK) Ltd] Energy of all Developed IP and any Intellectual Property which DONG [Walney Extension (UK) Ltd] Energy requires in order to Use the Developed IP on the basis of a royalty free, non-exclusive, freely transferable licence in perpetuity on the terms and conditions set out in the remainder of this Clause 17 (the "Licence").

- 17.8 For the purposes of this Clause 17 "Use" means use, adapt, copy and/or modify and DONG [Walney Extension (UK) Ltd] Energy holds the benefit of each Licence for itself and for any other group companies.
- 17.9 The Licence shall permit the Use of and access to the Intellectual Property by any company or corporation in which DONG [Walney Extension (UK) Ltd] Energy or any of its Affiliates has not less than a twenty per cent (20%) equity interest and any third party providing services to any such entity provided that each such third party shall only be permitted to Use and have access to such Intellectual Property for the purposes of performing such services for such entity.
- 17.10 The Licence shall not restrict any of DONG [Walney Extension (UK) Ltd] Energy's rights and remedies under this Agreement in respect of the Intellectual Property.
- 17.11 The Licence shall be granted by the Councils or the Councils shall procure the grant of the Licence to DONG [Walney Extension (UK) Ltd] Energy on the date of first Use of such Intellectual Property in a Work Package.
- 17.12 The Councils shall, upon request, confirm to any prospective licensee of DONG [Walney Extension (UK) Ltd] Energy the rights of DONG [Walney Extension (UK) Ltd] Energy under this Clause 17].

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 Highways Agency
 - (d) Natural England
 - (e) Joint Nature Conservation Committee
 - (f) Marine Management Organisation
 - (g) [other Councils].
- 18.2 Although such bodies are not parties to this PPA 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 PPA with a view to achieving the Process Objectives, insofar as this is compatible with the powers, duties and responsibilities of the bodies concerned.

- 18.3 DONG [Walney Extension (UK) Ltd] Energy may at any time and at its absolute discretion choose to provide funding to the bodies listed at Clause 18.1 (or such others as DONG [Walney Extension (UK) Ltd] Energy may in its absolute discretion approve). This funding may be provided:
- i. By DONG [Walney Extension (UK) Ltd] Energy directly to the body concerned;
or
 - ii. By the Council which then seek reimbursement from DONG [Walney Extension (UK) Ltd] Energy.
- 18.4 Before any funding is provided pursuant to Clause 18.3.ii, the Councils must obtain prior written approval from the Strategic Project Board (with DONG [Walney Extension (UK) Ltd] Energy having the power to veto any such approval) which may decide whether or not to approve the provision of funding at its absolute discretion. For the avoidance of doubt, the Charging Principles contained in Clause 15 will apply to any reimbursement sought by the Councils pursuant to Clause 18.3.
- 18.5 Councils should ensure that DONG [Walney Extension (UK) Ltd] Energy is copied into all correspondence (including without limitations emails) regarding any input to the PPA or Project with the aforementioned bodies.

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 PPA (and any of the processes that flow from it) and withdraw from this PPA by giving not less than 10 working days' notice in writing to the other parties ("Notice of Withdrawal").
- 19.2 If DONG [Walney Extension (UK) Ltd] Energy serves a Notice of Withdrawal then it will pay the Actual Costs (as defined in Schedule 4) unavoidably incurred or committed by the Councils (on the basis that Councils have made every effort to minimise such costs) at the date the Councils received the Notice of Withdrawal so long as in all cases such costs would otherwise have been payable by DONG [Walney Extension (UK) Ltd] Energy 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 PPA and the intended arrangements under it and may amend or vary the arrangements. Any such amendment or variation must be achieved in writing signed by any authorised representative of each Party.

SCHEDULE 1 - Plan of the Area

[TO BE INSERTED]

SCHEDULE 2 - Indicative Programme and Certain Key Dates

1. Pre-application key dates

2012							2013		
Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
▲ 18/06/2012: Reports Ready			▲ 03/08/2012: Technical Reports Issued			▲ 07/09/2012: Comments on Technical Reports			
31/08/2012: Publication of PEI ▲		10 week review period			▲ 07/11/2012: Comments on PEI		▲ 07/01/2013: 1 st Draft of ES		
							▲ 08/02/2013: Comments on Draft ES		▲ 27/03/2013: Submission of DCO

Examples of pre-application dates include, but are not limited to:

- All technical reports completed – 18th June 2012
- Technical Reports issued to Local Authorities – 3rd August 2012
- Receive Comments on Technical Reports from Local Authorities – 7th September 2012
- Publication and submission of Preliminary Environmental Information (PEI) – 31st August 2012
- Public Consultation Exhibitions 3rd – 8th September
- Receive Comments on PEI – 7th November 2012 (10 Week Review Period)
- Submission of Draft ES to Local Authorities – 7th January 2013
- Receive Comments on Draft ES from Local Authorities – 8th February 2013
- Submission of Development Consent Order Application March 2013

2. Indicative dates

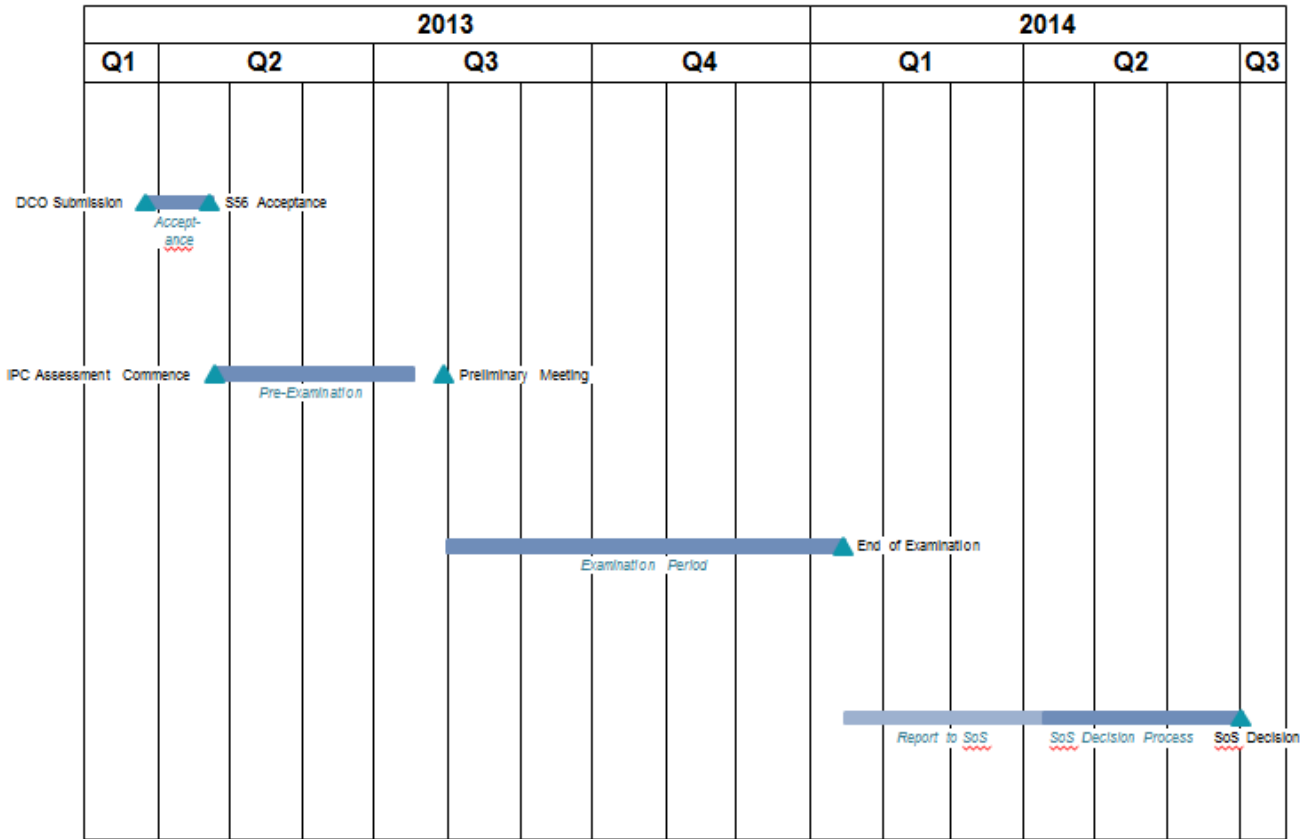


Figure 1: Indicative application Programme to the Planning Inspectorate

Please note:

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, commercial factors and guidance from the NID and other organisations.

SCHEDULE 3 - Strategic Project Board

1. Overall Objective

- 1.1 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 PPA.

2. Constitution

- 2.1 Party to have a maximum of 2 identified employees 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 employees via a written mandate provided that the substitute has no less authority than the employee; other attendees including the project manager(s) may attend as observers and presenters of information only.
- 2.3 Decision 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 Areas to be taken at meeting of all Parties. Decisions under this paragraph 2.4 should be unanimous in order to be passed and recorded. Where unanimity cannot be reached, then decisions may be passed and recorded by majority vote, save that DONG [Walney Extension (UK) Ltd] Energy shall have an absolute right of veto on such votes. No decision may be passed without the agreement of DONG [Walney Extension (UK) Ltd] Energy.
- 2.5 Decisions on work Packages shall be discussed at the Strategic Project Board. All Parties may comment on the terms of the proposed Work Packages and may make suggestions about how a Work Package may most effectively be carried out but only DONG [Walney Extension (UK) Ltd] Energy 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. Where unanimity cannot be reached, then decisions may be passed and recorded by majority vote, save that DONG [Walney Extension (UK) Ltd] Energy shall have an absolute right of veto on such votes. No decision may be passed without the agreement of DONG [Walney Extension (UK) Ltd] Energy.
- 2.6 An informal dispute resolution procedure shall be established by the Strategic Project Board.

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 2.1 to be unanimous and may substitute such other requirements as may be agreed by all Parties.

3. Responsibilities and Functions

3.1 The Strategic Board shall:

- (1) Approve Issues and Tasks Plan, keep under review, modify when appropriate;
- (2) Identify Work Areas to cover all of the 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 Council provided the costs conform to the requirements of the Charging Principles set out in paragraph 15 of this PPA.
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 or by DONG [Walney Extension (UK) Ltd] Energy solely
Invoice	an invoice submitted by [Lancashire County Council] (as lead authority) 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, [Lancashire County Council] shall submit an Invoice to DONG [Walney Extension (UK) Ltd] Energy setting out the Actual Costs incurred by the relevant Council(s) in respect of all Approved Work Packages for the Invoice Period. Unless otherwise agreed by DONG [Walney Extension (UK) Ltd] Energy, only [Lancashire County Council] may submit an Invoice to DONG [Walney Extension (UK) Ltd] Energy.
2. An invoice submitted under paragraph 1 may include Invoice Costs due in respect of any preceding invoice periods which have not previously been invoiced to DONG [Walney Extension (UK) Ltd] Energy (provided always that no Invoice can be rendered for a value above that approved for those works carried out in an Approved Works Package).
3. Any invoice submitted by [Lancashire County Council] shall contain information (including purchase order numbers) as is required under the financial procedures agreed by the SPB.

Payment

4. DONG [Walney Extension (UK) Ltd] Energy shall pay invoices properly submitted under this schedule within 60 working days of the date of receipt of the invoice. DONG [Walney Extension (UK) Ltd] Energy shall pay [Lancashire County Council] all monies due under Invoices and by making such payment to [Lancashire County Council], DONG [Walney Extension (UK) Ltd] Energy shall have

discharged its obligation of payment under this PPA. [Lancashire County Council] shall forward payments to Council(s) as agreed between the relevant Council(s). The submission of Invoice(s) and payment thereof is not intended to create or imply any legal relation between DONG [Walney Extension (UK) Ltd] Energy and the Council(s). The submission of Invoice(s) and payment thereof is not intended to create or imply any legal relation between DONG [Walney Extension (UK) Ltd] Energy and the Council(s). On request by a Council DONG [Walney Extension (UK) Ltd] Energy shall pay an invoice within [...] 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 DONG [Walney Extension (UK) Ltd] Energy

6. DONG [Walney Extension (UK) Ltd] Energy 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 [Lancashire County Council] may submit an Additional Invoice in respect of Invoice Costs. Invoice Costs may also be included in an Invoice under paragraph 2 (provided always that such costs have been approved in terms of an Approved Works Package).
8. DONG [Walney Extension (UK) Ltd] Energy shall pay [Lancashire County Council] (as lead authority) any Additional Invoice properly submitted under paragraph 7 in accordance with the timescales set out in paragraph 4.

Provision of information on request by DONG [Walney Extension UK Ltd] Energy

9. Where DONG [Walney Extension (UK) Ltd] Energy 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 an authorised representative of DONG [Walney Extension (UK) Ltd] Energy to attend the Council(s) offices and to inspect such supporting information.

SCHEDULE 5 – Planning Performance Measures (PPM)

The following table sets out the known planning performance measures (“PPMs”) the detail of which is to be worked up pursuant to the [date] 2012 Planning Performance Agreement entered into by DONG [Walney Extension (UK) Ltd] Energy and the Councils (“the PPA”) and then regularly reviewed and updated by the Strategic Project Board (“SPB”).

	PPM	Target	Responsibility	Performance to date
	Maintain Programme			
1	Maintain Programme		B or D Authority / DONG	
2	Deliver Project Key Dates		All	
	Finance Driven		Councils	
3	Work Package, Issue and Tasks Plan carried out in compliance with the PPA, thereby triggering payment by DONG [Walney Extension (UK) Ltd] Energy		Councils	
4	Council's invoices made by due date and the correct form		Councils	
5	Valid invoices paid on time (60days)		DONG [Walney Extension (UK) Ltd] Energy	
	SPB Specific			
6	Meetings take place when necessary without delay to project programme	100%		
7	Background minutes / papers prepared and circulated		DONG	
8	Draft MoM prepared and circulated	Within 5 working days	DONG	
9	Sign off of minutes	Within 5 working days	Councils	
	Work Package Driven			
10	Number of Agreed Work Packages			
	(a) Programme Management	TBA	B or D Authority / DONG	
	(b) Communications	TBA	Cumbria CC	
	(c) Issue of Technical Report	3 rd August 2012	DONG	

	(d) Technical Reports	7 th September 2012	Councils	
	(e) Issue of PEI	31 st August 2012	DONG	
	(f) Comments to PEI	7 th November	Councils	
	(g) Issue Draft Environmental Statement (ES) Chapters (See Schedule 2) to Councils		DONG	
	(h) Completion of ES Chapter Review		Councils	
11	Completion of key reports necessary for determination	By Key Dates	All	
	Issues and Task Plan driven			
12	<i>TBD [similar to the above PPMs for Work Packages, list out issues and task plan actions as and when known. 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>		All	
13	Addressed issues / tasks each month		All	
14	Unaddressed issues / tasks each month		All	

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	Technical Reports
003	Preliminary Environmental Information
004	Draft ES

Note

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

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

[INDIVIDUAL WORK PACKAGES TO BE INSERTED ONCE AGREED]

Signed by DONG [Walney Extension
(UK) Ltd] Energy)
)

Executed by [Council(s):)
))