

Richard Allen  
Lead Panel Member for the Examining Authority  
BY EMAIL ONLY

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**Your ref:** EN010117

31<sup>st</sup> July 2024

Dear Mr Allen,

RE: Application by Rampion Extension Development Limited for an Order Granting  
Development Consent for the Rampion 2 Offshore Windfarm Project

Horsham District Council Deadline 6 Submission

# Horsham District Council

## Closing Submission

## EXECUTIVE SUMMARY OF HORSHAM DISTRICT COUNCIL'S POSITION AT DEADLINE 6

1. HDC has engaged with the Applicant throughout the Examination of the DCO. However, as the Examination of the DCO nears its end, it is apparent that there are still areas where the Council and Applicant disagree, within which certain matters are unresolved at the final Deadline (6).
2. It is the position of Horsham District Council that, firstly, it is open to the Examining Authority to consider whether the suite of outline control documents submitted to the Examination are sufficient to provide an effective platform for the subsequent preparation and approval of detailed management plans.
3. Secondly, if shortcomings remain in that document suite, it is open to the Examining Authority to make its recommendations to the Secretary of State that, based on the implications to (successful) implementation and control of the development, the imposing of its schedule of proposed changes to the draft Development Consent Order [PD-013 and PD-017] is necessary.
4. Thirdly, it is open to the ExA, in carrying out the balancing exercise of relevant local impacts, including those impacts specifically detailed in the HDC Local Impact Report and subsequent submissions, to form an overall view to whether negative impacts arising from the development had been sufficiently avoided, mitigated, and compensated, including in the absence of signed S106 legal agreement securing those outcomes at the final Deadline.
5. Finally, it is open to the ExA to consider if the absence of the Applicant's commitment to Cost Recovery on the burden placed on Local Authority resourcing in the inherent monitoring and management imposed by future detailed plans, is a matter relevant to (successful) timetabled decision-making and implementation and control of the development.

## INTRODUCTION

1. This is the closing submission of Horsham District Council (HDC) in its capacity as a host Local Planning Authority, following the Examination conducted by the Examining Authority (the ExA) into the application by Rampion Extension Development Limited (the Applicant) for an Order Granting Development Consent (DCO) for the Rampion 2 Offshore WindFarm (the Project).
2. The primary purpose of this response is to assist the ExA in providing the Council's final position on the outstanding matters which have not been resolved during the Examination.
3. For the avoidance of doubt, this response addresses a new matter, on the mechanics to completion of the legal agreement between the Applicant and HDC. The Applicant has set out this matter in their Deadline 5 Submission - 8.93 Note Regarding Approach to Compensation Payments [REP5-131 (the Note)]. In summary, the Applicant has stated it is not currently able to enter into a planning obligation with HDC to deliver the compensation for the residual effects of the proposed development on identified landscape character areas within HDC's administrative area, and the final cost damage calculation sum to mitigate for air quality impacts. The reason given by the Applicant to why, is it does not currently own a legal interest in land within the Order limits but is settling agreements with landowners over whose land interests will be created, including the project substation site at Oakendene.
4. HDC expresses its concern that this matter was raised by the Applicant at such a late stage in the Examination, the eve of close of Deadline 5 (9th July), despite draft legal agreements submitted to the ExA by the Applicant at Deadline 3 (April 2024). HDC was only made aware of this matter by the Applicant on 8<sup>th</sup> July 2024, the eve of close of Deadline 5. Until such time HDC had understood that, subject to finalising Heads of Terms, the legal agreement was progressing positively. HDC's response to this matter is set out in this Closing Submission.
5. This Closing Submission should be read in conjunction with all other HDC submissions, and HDC would welcome that all this evidence be taken into account collectively and read in light of the issues that have been raised and evolved in response to the ExA's examination, including: -

- The District Council's Local Impact Report (the LIR) [REP1-044];
- Responses to Written Questions (ExQ1) and Further Written Questions (ExQ2); and on the ExA's schedules of changes to the draft DCO; and
- Its responses to applicant's deadline material and submissions at Issue Specific Hearings (February and May 2024)
- The ExA will also see the final Statement of Common Ground (SOCG) agreed between the Applicant and HDC at Deadline 6.

*- Role of the County Council*

6. In making submissions as a prescribed 'B' authority consultee, HDC has throughout been guided by the fact that it is not the decision maker, and that West Sussex County Council (WSCC) has the statutory role to address matters from the perspective of its role as Local Highway Authority and Local Lead Flood Authority. HDC's submissions reflect that WSCC leads where it has the technical expertise to advise on these matters.

## SUMMARY OF OUTSTANDING AREAS/MATTERS

7. HDC has engaged with the Applicant during the Examination of the DCO. However, as the examination of the DCO has progressed, it is apparent that there are still some areas where the Councils disagree such that certain matters are unresolved at the final Deadline (6) of the Examination. These are summarised below.
  - ***Robustness of Requirements/Commitments and allied Outline Control Documents***
8. In responding to HDC concerns on securing appropriately detailed Requirements and Commitments to ensure the successful implementation and control of the development that addresses local impacts, the Applicant has adopted a two-stage process approach. This approach has effectively reserved that necessary detail and obliged detailed development management plans to come forward at a later stage. Yet since the Requirements and Commitments oblige the later detailed management plans to flow from and be informed by relevant allied outline documents, the outline control suite submitted to this Examination is critical to realising appropriately detailed stage-specific plans.
9. Whilst amendments to the submission material have taken place over the Examination, in the view of HDC it remains that several Requirements and Commitments and allied outline control documents, which HDC considers go to the heart of the successful implementation and control of the development in Horsham district relevant to its local impacts, would benefit from further change, as identified in the Council's submissions up to and including Deadline 6, and forthcoming HDC SOCG. These relate especially to construction practice and landscape mitigation at the Oakdene substation and construction compounds; to communication with local communities during the construction phase of the Project; and to monitoring of environmental protection safeguarding measures, in particular noise and vibration (construction and operational) and applying of appropriate standards (BS5228-1).
10. For the reasons set out in previous submissions (the details of which are already with the ExA) and forthcoming at Deadline 6, it is open to the ExA to secure further robustness in imposing its suggested scheduled changes to the draft Development Consent Order.

- ***Absence of Cost Recovery and implications on successful implementation and control of the Project***

11. For the reasons previously rehearsed in earlier submissions, it remains that the burden placed on the local authority from certain monitoring regimes contained in the suite of outline control documents, in respect of environmental protection safeguarding, presents a risk to successful implementation and control of the development; in particular, air quality, noise and vibration (construction and operational) and applying of appropriate standards (BS5228-1); the former remaining a matter of disagreement of material impact in the HDC SOCG at the final deadline (6).

12. Without additional resourcing, this monitoring burden and the timescales presented in the draft Development Control Order (as well as those originating outside of this, from separate but associated environment protection safeguarding legislative regimes), imposes a constraint on the time available to the local Authority to give effective scrutiny in the public interest to the various submissions seeking discharge of requirements. This could impact on the Applicant's ability to meet its construction timetable.

- ***Addressing Negative local impacts - the Mechanism by which to secure the legal agreement.***

- ***Residual Landscape and Visual effects – the Applicant's own evidence***

13. The Applicant's Landscape and Visual Assessment (LVIA) [REP5-034] reports on residual landscape and visual effects, which remain after all of the embedded environmental measures have been taken into account, as outlined in Section 18.17 and Tables 18-40, 18-41, 18-44 (relevant to HDC), and examines the residual effects arising from the construction and the operation and maintenance phases. Whilst some difference of judgements remains with the rankings and some of the conclusion, HDC is overall satisfied that the amendments to the assessment provided a clearer rationale and overall provides a good understanding of the expected landscape and visual impacts.

14. This is not the same HDC saying those expected impacts are acceptable. As set out below, Significant adverse harms, including at Kent Street in which the Oakendene substation is located, have been identified by the Applicant's own evidence and it is open to the ExA to balance those negative local impacts in its recommendation to the Secretary of State.

15. Around the onshore substation at Oakendene, the assessment has concluded the likely landscape effects arising from the construction phase in receptors such as Local Character Area (LCA) J3 and Landscape elements are Major Adverse and that visual receptors such as users of the A272, Kent Street and Public Right of Way (PRoW) 1786, 1787 and 1788 vary between Major, Major/Moderate Adverse all of which are Significant Landscape effects.
16. With regards residual effects at Year 10, which take into account proposed mitigation measures (involving the loss and subsequent replanting / establishment of vegetation, layout design and materials) the assessment concludes that the likely landscape effects are Major/ Moderate Adverse and Significant Landscape effects whilst Visual effects remain Significant for receptors along Kent Street, PRoW 1786 and 1787 within Horsham District. HDC has disagreed with the lower end of the assessment range (Minor/Negligible) concerning the residual effects at Year 10 on Kent Street, where the substation is located. Although the mitigation measures will help integrate the substation, this remains an uncharacteristic feature within the character area and at most it will be a residual Minor Effect. Equally, HDC considers that the loss of the tree line and woods within the area are likely to remain a residual Moderate effect or that, as result of the temporary loss of vegetation during construction works, the wooded, rural character of Kent Street will be adversely impacted but in time the features will be reinstated.
17. With regards the onshore cable corridor, the assessment has concluded the likely landscape effects arising from the construction phase in receptors such as LCA D1, LCA O3, LCA J3, LCA F1 and LCA G1 as well as the Landscape elements range between Major Adverse and Major/Moderate Adverse and therefore are considered Significant Landscape effects. Visual receptors such as users of the A283 (The Pike), B2116, Kings Lane, Kent Street, Washington Recreation Ground/Allotments, Washington Caravan Park, PRoW's 2701, 2703, 2594, 2519, 2520, PRoW 2374, 2808, 1841, 2800, 1774, 1781, 1776/1, 1782, 1783, 1784, 1730, 1787, 1789, 1786, are all subject to a varying level of adverse effects which are considered Significant Visual effects.
18. For all Landscape and Visual receptors, residual effects (Year 10) of the cable corridor will reduce to Minor adverse or No effect and therefore are Not Significant visual effects. HDC is of the view that some of these receptors, such areas of woodland and tree belt clearance within the landscape elements, should remain as a Moderate/Minor adverse

effect and LCA's to remain Minor/Negligible, however this is considered still within the Not Significant range.

19. The above summary of the updated LVIA at Deadline 5 demonstrates that with regard to residual effects at Year 10, which take into account proposed mitigation measures (involving the loss and subsequent replanting / establishment of vegetation, layout design and materials), there will be residual impacts as a result of the cable route and in particular the Oakendene substation. Subject to good maintenance and establishment, reinstatement of the visual amenity and new hedge planting will take as long as 10 years to establish. Localised and significant effects on particular landscape elements (trees, woodland and hedges) will be sustained through Year 10 reflecting the loss of mature trees, woodland and hedges that cannot be replaced. The provision of new replacement planting (as part of the Appendix D Onshore Oakendene onshore substation Indicative Landscape Plan within the DAS [REP5-024] (embedded environmental measures C-196, Section 18.7, Table 18-25) and the Outline LEMP, [REP5-072]) will only partly mitigate these effects.
  
20. At the time of writing the agreed Landscape Compensation Fund within a completed S106 legal agreement would offer a practical and achievable route forward to addressing residual impacts, by enhancing and reintroducing key elements and characteristics of the 'host' character areas, that could enable the Project to proceed, without any undue delay. It secures a one-off lump sum of £165,000 payable to HDC at commencement of development to fund landscape recovery projects within the district within those LCAs evidenced in the Applicant's LVIA to be affected (J3, 03, G1, F1, and E1); the projects being delivered by Wilder Horsham in collaboration with the Ouse and Adur Rivers Trust. Details on the governance of Wilder Horsham and costings to evidenced project work has already been provided to the ExA by HDC in its earlier submissions to the Examination. Execution arrangements are to be straightforward and known to both parties at the time of Deadline 5.

- *Air Quality*

21. The Rampion 2 project will incur damage costs associated with air emissions from construction traffic. Based on estimates of emissions of air pollutants NOx and PM2,5, the central road transport average damage costs have been calculated for HDC, Mid Sussex District Council, Worthing Borough Councils and Arun District Council following Defra (2023a) guidance. The calculation methodology is consistent with the Air Quality



and Emissions Mitigation guidance published by a consortium of local authorities in Sussex (Sussex-air Air Quality Partnership, 2021).

22. The total damage cost calculated is £66,425 of which the majority will be incurred in the Horsham and Arun Districts. Mid-Sussex and Worthing Councils are also subject to damage costs.
23. As there is a general lack of availability and resources to fund Air Quality Action Plans (AQAP) measures, it has been agreed that the damage costs be used to promote the aims of Sussex Council AQAPs through the provision of funding. The Applicant's Air Quality Management Strategy provides a summary of potential projects which are not currently subject to DEFRA funding which could be selected to offset air emissions from the project in conjunction with the District and Borough councils.
24. Until 9<sup>th</sup> July 2024 the agreed calculated total damage cost was to be secured within the S106 legal agreement between the Applicant and HDC, alongside the landscape compensation fund. For execution, an agreed simple arrangement comprises a one-off lump sum paid to HDC upon implementation of the development, for other LPAs to invoice HDC for their known proportion of the contribution.
  - *The Mechanism to deliver the legal agreement*
25. On 8<sup>th</sup> July 2024 (the eve of Deadline 5), the Applicant shared with HDC a Note on Securing Compensation Payments for both air quality and harmful residual landscape impacts, produced by their legal representatives, Eversheds Sutherland, which was then submitted at Deadline 5 (9<sup>th</sup> July) [REP5-131]
26. This Note has been reviewed by the respective legal representatives for each of the Local Planning Authorities subject of the suggested arrangements set out in it, West Sussex County Council, Horsham District Council and South Downs National Park Authority.
27. The three authorities have jointly discussed the Note and share several concerns on the principles of this document. HDC and SDNPA meet with the Applicant on 23<sup>rd</sup> July setting out their shared position, which is detailed below.

28. It is common for development to be subject to a Section 106 Agreement where there is an Option on land registrable on title. This does require the freeholder/landowner to be a party on such an obligation along with a clause to indemnify them in respect of the financial obligations in respect of the onshore Oakendene substation, which should satisfy the requirements for a S106 to be bound for WSCC and HDC. In the Note at paragraph 2.1 it is stated the Applicant has entered into an option agreement with the landowner for the onshore substation pursuant to which the Applicant will acquire a legal interest in the site following the grant of consent. Consequently, it will be possible to bind the Applicant's legal interest in the Project's onshore substation to secure payment of funds once the option has been exercised. This was also the mechanism followed for the S106 Agreements for Rampion 1.
29. The Note which, as stated above, was submitted into the Examination ahead of engagement with all the Local Planning Authorities, has not been presented as a 'fallback' position. Rather, it appears to be the approach on which the ExA are being asked to take into consideration when considering the proposed development. The need for a S106 Agreement with each of the Local Authorities was known pre-examination and therefore HDC would have expected efforts to have been made to ensure such Agreements with landowners (as well as the Local Planning Authorities) had been discussed at an earlier stage.
30. A fundamental concern for HDC is the Applicant's suggestion of a tri-partite arrangement as the mechanism to deliver the terms of both the legal agreements for SDNPA and Horsham DC, particularly the enforceability of such an Agreement. It is not satisfactory for a contribution of this scale (£3.5 million), over this length of time (payment instalments over a 35-year period) to be paid to Horsham DC as a 'stakeholder'. This is especially given the Head of Terms to this contribution obliges spend allocation on projects and land to which HDC has no 'stake' whatsoever, e.g., the East Sussex heritage coast to compensate for the permeant visual effect of the turbine array. It is wholly unreasonable to expect Horsham DC's tax paying public to cover enforcement of this obligation on land in another Local Planning Authority's jurisdiction to which it has no stake, and to which the monitoring receipt of funding which, at Deadline 5, is subject to unknowns (the final scope and assignment of funds is yet to be determined) and administrated via a complex 'SDNP Compensation Fund Steering Group', a committee on which HDC would not be represented.

31. HDC therefore has strongly urged the Applicant to actively progress the preferred option of securing a landowner who is willing to bind their land in the South Downs National Park (subject to the indemnifying clauses above) and revert to the original proposition of three separate legal agreements for each LPA. Given the imminent close of the Examination. It was expected for this to be treated as a priority.
32. However, at the meeting with the Applicant on 23<sup>rd</sup> July, it was apparent from discussions that completion of the existing draft legal agreements between the relevant LPAs and the Applicant would not be an outcome achieved before the close of Examination.

*Postscript to 23<sup>rd</sup> July meeting:*

33. HDC believes the originally propositioned S106 Legal agreement between HDC and the Applicant meets the statutory tests in The Community Infrastructure Levy Regulation 122 (as amended by the 2011 and 2019 Regulations) and policy tests in the National Planning Policy Framework. It is necessary in order to address negative local impacts arising from the Project in order to make the development acceptable in planning terms; in addressing areas of landscape and visual and air quality impacts identified by HDC in its Local Impact Report and subsequent submissions to the Examination, the Heads of Terms directly relate to the development; and in terms of the evidence based and proportionate contributions secured, are fairly and reasonably related in scale and kind to the development.
34. In such circumstance, in order that the ExA can give appropriate weight to the S106 legal agreements when carrying out the balancing of negative and positive local impacts, HDC and SDNPA have accepted the Applicant's suggestion of a revised Requirement route than that set out in the Note [REP5-131], by which the Applicant will revert to separate legal agreements for each of three LPAs, but with completion of the legal agreements deferred, and the relevant Heads of Terms secured in a Principles Document to each LPA. This approach would require the imposing of three separate Requirements to the draft Development Consent Order, relevant to each LPA.
35. On this basis, HDC and the Applicant have signed a Joint Position Statement by Deadline 6 that sets out the above and provides the agreed wording of its Requirement and allied Principles Document, as set out below. The expectation is the Applicant will submit the Joint Position Statement at Deadline 6 (copy is appended to this closing statement). HDC welcomes the understanding from the signing of this Joint Position

Statement that the unacceptable tri-partite arrangement (affecting SDNPA and Horsham DC) has been dropped by the Applicant and will no longer be presented to the ExA for its consideration.

***Horsham District mitigation and landscape enhancement***

- 42—(1) The authorised project must not be commenced, save in respect of onshore site preparation works, until a Horsham District mitigation and enhancement scheme in accordance with the Horsham District mitigation and enhancement principles document has been submitted to and approved by Horsham District Council.*
- (2) The Horsham District mitigation and enhancement scheme must set out appropriate measures to compensate for the impact of the authorised development on the landscape character areas in which the onshore substation is located.*
- (3) The Horsham District mitigation and enhancement scheme must be implemented as approved.*
- (4) In this requirement “Horsham District mitigation and enhancement scheme principles document” means the document certified as such by the Secretary of State under article 51.*

**Horsham District Council  
Mitigation and Enhancement Scheme Principles**

**1. Introduction**

1.1 This document sets out the agreed principles of the Mitigation and Enhancement Scheme which is to be secured under Requirement 42 of the draft Development Consent Order (dDCO) (submitted as part of the Applicant’s Deadline 6 submission).

1.2 These principles comprise the development and delivery of the Mitigation and Enhancement Scheme to be implemented:

1.2.1 within the administrative area of Horsham District Council (HDC) in respect of landscape enhancements; and

1.2.2 within the administrative areas of HDC, Mid Sussex District Council, Worthing Borough Council and Arun District Council in respect of air quality mitigation measures

pursuant to a Section 106 planning agreement to be entered into with HDC.

**2. Key Principles**

2.1 The agreed principles of the Mitigation and Enhancement Scheme are set out in Table 1 below.

Table 1: Principles of the Mitigation and Enhancement Scheme.

<b>Principle</b>	<b>Detail</b>
Mechanism for delivery	A section 106 planning agreement, bound to the offshore substation land within HDC's administrative area that is within the control of the Applicant, which shall be between the freehold owner, the Applicant and HDC, substantially in accordance with the draft attached at Appendix 1 (but for the avoidance of doubt the terms of the compensation fund and the air quality mitigation fund are settled).
<b>Compensation Fund</b>	
Compensation Fund	A compensation fund will be paid to HDC to compensate for the residual adverse effects of the project on the areas within HDC's administrative area identified below.
Compensation Fund Spatial Scope	<p>The Spatial Scope for application of the Compensation Fund comprises Landscape Character Areas within HDC's administrative area within which the authorised development will be undertaken and that will experience temporary residual effects as a result of the authorised development until planting is reinstated and established in accordance with the Local Landscape Character Areas, as follows .</p> <ul style="list-style-type: none"> <li>• J3 – Cowfold &amp; Shermanbury Farmlands</li> <li>• O3 – Steyning &amp; Henfield Brooks</li> <li>• G1 – Ashurst &amp; Wiston Wooded Farmlands</li> <li>• F1 – Pulborough, Chiltington &amp; Thakeham Farmlands</li> <li>• E1 – Parham &amp; Storrington Wooded Farmlands &amp; Heaths</li> </ul>
Project Scope	The compensation funding will be applied to projects within the spatial scope as described above, towards landscape led enhancement projects within the host landscape areas as part of the Wilder Horsham District Initiative, a partnership project between Sussex Wildlife Trust and HDC, with collaboration with the Ouse and Adur Rivers Trust.
Compensation Fund profile	<p>The compensation fund will be £165,000 and will be paid to HDC, as a one off payment, prior to or upon the date of implementation of the authorised development within HDC's administrative area.</p> <p>The compensation fund shall not be indexed.</p>
<b>Air Quality Mitigation Contribution</b>	
Air Quality Mitigation Contribution	An Air Quality Mitigation Contribution will be paid to HDC on behalf of itself and as stakeholder for Mid Sussex District Council, Worthing Borough Council and Arun District Council that require mitigation for air quality.
Air Quality Mitigation Contribution Spatial Scope	The spatial scope for the application of the Air Quality Mitigation Contribution is the administrative areas of HDC, Mid Sussex District Council, Worthing Borough Council and Arun District Council
Project Scope	The Air Quality Monitoring Contribution is to be used by the relevant authorities towards supporting measures set out in the agreed Air Quality Mitigation Strategy updated at Deadline 6 and/or described in

<b>Principle</b>	<b>Detail</b>
	the West Sussex Transport Plan (2022) by the relevant authorities in their respective areas of jurisdiction and/or their Local Air Quality Management Annual Status Report.
Air Quality Mitigation Contribution Profile	<p>The total contribution will be £66,424 and is to be allocated between the relevant authorities as follows:</p> <ul style="list-style-type: none"> <li>• HDC – £18,036</li> <li>• Arun District Council – £25,685</li> <li>• Worthing Borough Council – £16,274</li> <li>• Mid Sussex District Council – £6,429</li> </ul> <p>The contribution will be paid to HDC, as a one off payment, prior to or upon the date of implementation of the development.</p> <p>HDC will distribute the contribution to each of the local authorities as set out above.</p> <p>The contribution shall not be indexed.</p>

## OVERALL SUMMARY AND CONCLUSIONS

36. It is open to the ExA in its carrying out of the balancing exercise of negative local impacts, to have regard to the fact that, with certain outstanding matters concerning the robustness of requirements/commitments and allied Outline Control Documents, and in the absence of Heads of Terms secured in completed legal agreements (but with deferred delivery by Requirement instead), HDC does question if affected communities of Washington, Cowfold, and Storrington will not be adversely impacted by the Project's noise (construction and operational) and air quality impacts, and HDC casts some doubt to the conclusion that it is possible to mitigate/compensate for irreversible landscape character and visual impacts on those affected Local Character Areas identified in the LVIA. .
37. It is also open to the ExA to also consider the burden placed on Local Authority by the Applicant's decision to proceed with its preferred choice of monitoring measures in the Outline Control Documents without recompense to cost recovery, and the implications for successful implementation and control of the Project. Whilst the Applicant has acknowledged a willingness to enter into discussions on a Planning Performance Agreement to facilitate the provision of enhanced services for the HDC phase of the project, its position is that this is dealt with outside of the planning process. By not embedding monitoring measures put forward by HDC in outline control documents, additional burden is placed on the Local Authority, as opposed to the Applicant, to ensure successful delivery of environmental protection safeguarding to address negative local impacts.
38. Finally, it is also open to the ExA to have consideration to the quantity and resolve of Interested Parties in their submissions throughout the Examination, the majority of which were local residents and local interest groups and Parishes, to advocate their main areas of objection and concern related to matters. These include outstanding concerns associated with the Oakendene Substation layout and mitigation strategy, construction compound layouts at Oakendene West and Washington and traffic related works along Kent Street. On these matters, HDC supports the ExA's schedule changes to the draft Development Consent Order, in particular Requirement 8 and to site specific plans for the detailed design approval of construction compounds, both of which have not been accepted by the Applicant, and urges the ExA to consider if without, the DCO is sufficiently tightened to secure and clearly deliver these details.

Yours sincerely



**Matthew Porter**  
Senior Planning Officer  
Horsham District Council

Appendix 1 Joint Position Statement between HDC and the Applicant dated 31-07-2024  
overleaf



## Appendix 1 Joint Position Statement between HDC and the Applicant dated 31-07-2024

### 1. Background

1.1 Following submission of the Landscape Enhancement Principles (South Downs National Park Authority and Horsham District Council) [REP5-132] at Deadline 5 the Applicant and Horsham District Council (HDC) have continued to negotiate as to the terms on which a payment may be made to HDC to compensate for the residual effects of the proposed development on identified landscape character areas within HDC's administrative area, and the final cost damage calculation sum to mitigate for air quality impacts.

### 2. Securing Mechanism

2.1 Through those negotiations the parties have agreed the settlement of Mitigation and Enhancement Principles as distinct from the landscape enhancement principles which apply to the residual effects of the proposed development on the South Downs National Park. The Mitigation and Enhancement Scheme which is to accord with the terms of the Mitigation Enhancement Principles should be secured through a separate requirement in the draft Development Consent Order submitted at Deadline 6, to the requirement securing the National Park enhancement and furtherance scheme in respect of residual effects in the South Downs National Park.

2.2 The Applicant and HDC agree that a requirement should be included in the draft Development Consent Order to secure the Mitigation and Enhancement Scheme as follows:

#### ***Horsham District mitigation and landscape enhancement***

*42—(1) The authorised project must not be commenced, save in respect of onshore site preparation works, until a Horsham District mitigation and enhancement scheme in accordance with the Horsham District mitigation and enhancement principles document has been submitted to and approved by Horsham District Council.*

*(2) The Horsham District mitigation and enhancement scheme must set out appropriate measures to compensate for the impact of the authorised development on the landscape character areas in which the onshore substation is located.*

*(3) The Horsham District mitigation and enhancement scheme must be implemented as approved.*

*(4) In this requirement "Horsham District mitigation and enhancement scheme principles document" means the document certified as such by the Secretary of State under article 51.*

### 3. Key Principles

3.1 The key principles of the Horsham District Mitigation and Enhancement Scheme as documented in the Mitigation and Enhancement Principles are as follows:

#### *Compensation Fund*

3.1.1 The Compensation Fund is agreed to be £165,000 to compensate for the residual adverse effects of the project on identified landscape character areas within HDC's administrative area. The Compensation Fund will be paid to HDC, as a one off payment, prior to or upon the date of implementation of the authorised development within HDC's administrative area.

3.1.2 The Compensation Fund is to be applied to landscape led enhancement projects within the following host landscape areas:

3.1.2.1 J3 - Cowfold & Shermanbury Farmlands

3.1.2.2 G1 - Ashurst & Wiston Wooded Farmlands

3.1.2.3 F1 - Pulborough, Chiltington & Thakeham Farmlands

3.1.2.4 E1 - Parham & Storrington Wooded Farmlands & Heaths

as part of the Wilder Horsham District Initiative, a partnership project between Sussex Wildlife Trust and HDC.

*Air Quality Mitigation Contribution*

3.1.3 The Air Quality Mitigation Contribution is agreed to be £66,424, which is to be paid to HDC on behalf of itself and as stakeholder for Mid Sussex District Council, Worthing Borough Council and Arun District Council that require mitigation for air quality. The contribution is to be paid to HDC, as a one off payment, prior to or upon the date of implementation of the development.

3.1.4 The Air Quality Mitigation Contribution is to be distributed to each of the relevant authorities as follows:

3.1.4.1 HDC - £18,036

3.1.4.2 Arun District Council - £25,685

3.1.4.3 Worthing Borough Council - £16,274

3.1.4.4 Mid Sussex District Council - £6,429

3.1.5 The Air Quality Monitoring Contribution is to be used by the relevant authorities towards supporting measures set out in the agreed Air Quality Mitigation Strategy as updated at Deadline 6 and/or described in the West Sussex Transport Plan (2022) by the relevant authorities in their respective areas of jurisdiction and/or their Local Air Quality Management Annual Status Report.

*Mechanism for delivery*

3.1.6 Payment of the Compensation Fund and the Air Quality Mitigation Contribution are to be secured through a section 106 agreement which will bind the onshore substation land in the HDC's administrative area.

3.1.7 The section 106 agreement will be required to be entered into prior to the commencement of the authorised development onshore.

4. Conclusion

4.1 The Applicant and HDC agree that

4.1.1 The compensation fund and the air quality mitigation contribution, in the sums agreed and to be secured by a section 106 agreement binding land in HDC's administrative area, pursuant to the Mitigation and Enhancement Scheme, will adequately compensate for the:

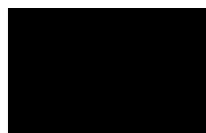
4.1.1.1 residual adverse landscape effects of the project on the identified host landscape areas within HDC's administrative area; and

4.1.1.2 adverse effects of the project on air quality within the administrative areas of HDC, Mid Sussex District Council, Worthing Borough Council and Arun District Council.

Signed

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Signed



**Mathew Porter**  
Senior Planning Officer  
Horsham District Council