



**Havering**  
LONDON BOROUGH

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**London Borough of Havering (20035775) – Response to documents submitted by the Applicant at Deadline 9a**

Dear Sir,

The London Borough of Havering (LBH) has no further comment to make with regard to the Applicant's documents submitted at Deadline 9A with the exception of the Stakeholder Actions and Commitments Register (SACR) submitted at D9A (Doc 7.21 v8).

In its D8 submission (REP8-151) LBH set out the changes it believed were needed to be made to Parts 2 and 3 of the SACR, dealing with the SEE Strategy and Community Fund (Appendix One and Appendix Two respectively). It also included the justification for those changes (Appendix Three).

In the SACR submitted by the Applicant at D9A, some of the amendments sought have been included but by no means all. The LBH position remains as set out in REP8-051 but particular attention is drawn to the failure to accept amendments in relation to the identity of the party operating the Community Fund which is of considerable concern (Part 3 of the SACR).

The operation of the Community Fund is based on agreements being entered into with the Kent Community Foundation and the Essex Community Foundation. No agreements have yet been entered into and there is no guarantee that they ever will be. There is no requirement on the Foundations to enter into such agreements, there is simply a reasonable endeavours obligation on the Applicant to try and enter into them in an appropriate form (see paragraphs 3.1 and 3.4 of Part 3 SACR).

In the event that those agreements are not entered into, then the Community Fund is operated by the Applicant (see paragraph 2.10 of Part 3 of the SACR). This is clearly unsatisfactory – the Applicant provides the fund and then operates the fund which, if it is not spent, is retained by the Applicant.

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This is even more concerning given that the Applicant has not changed the commitment in paragraphs 3.1 and 3.4 to a commitment to use best endeavours to enter into those agreements rather than only reasonable endeavours, as requested by LBH.

LBH included the following provisions in its amendments to Part 3 of the SACR which should replace paragraph 2.10 in the Applicants SACR:

- 2.10 If at any time that monies are due to be paid to the Essex Community Foundation and/or the Kent Community Foundation no Administration Agreement is in place and operative, then subject to paragraph 2.11 below those monies shall be paid promptly to the Affected Councils in the proportions referred to in paragraphs 2.5 and 2.6.*
- 2.11 National Highways shall not be committed to pay money to any Affected Council under the provisions of paragraph 2.10 until that Affected Council has made a commitment to National Highways that such monies:*
- 2.11.1 will be used solely for the purpose of mitigating the intangible and residual impacts of the Development on the communities in the Affected Wards through providing Grants for schemes, measures and projects which promote the economic, social or environmental well-being of those communities and enhance their quality of life; and*
- 2.11.2 will be repaid if not used or committed to be used in making Grants by the end of the Community Fund Period shall be returned within a period of 56 Business Days from the end of the Community Fund Period to National Highways*

Yours faithfully,

Daniel Douglas

Team Leader Transport Planning

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