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RiverOak Strategic Partners

Statement of Common Ground between the Applicant and Southern Gas Networks Plc

TR020002/D3/SOCG/SGN

Examination Document

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MANSTON AIRPORT DCO [201X]

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Statement of Common Ground relating to the Manston Airport Development Consent Order

Between

RIVEROAK STRATEGIC PARTNERS LIMITED

and

SOUTHERN GAS NETWORKS PLC

RSP



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1 Introduction and Purpose

1.1 Purpose of Statement of Common Ground

- 1.1.1 This Statement of Common Ground (“**SoCG**”) relates to an application made by RiverOak Strategic Partners Limited (“**RiverOak**”) to the Planning Inspectorate under sections 14 and 35(2) (ii) of the Planning Act 2008 (“**Act**”).
- 1.1.2 The application is for an order granting development consent (“**DCO**”). The draft DCO is referred to as the Manston Airport DCO. The Manston Airport DCO, if granted, would authorise RiverOak to re-open and operate an airport on the site of the former Manston airport in the district of Thanet in Kent and associated development (“**Development**”).
- 1.1.3 RiverOak submitted a DCO application to the Planning Inspectorate on the 17 July 2018 and it was accepted for examination by Planning Inspectorate on the 14 August 2018.
- 1.1.4 This SoCG has been prepared by RiverOak and Southern Gas Networks PLC (“**SGN**”) in respect of the Development. In particular, this SoCG focuses on:-
- (a) the issue of whether the Development will give rise to any possible detriment to the carrying on of SGN’s undertaking; and
 - (b) the adequacy of the existing draft protective provisions included at Schedule 9 of the draft DCO (**APP-006**).
- 1.1.5 The purpose and possible content of SoCGs is set out in paragraphs 58-65 of the Department for Communities and Local Government’s guidance entitled “*Planning Act 2008: examination of applications for development consent*” (26 March 2015). Paragraph 58 of that guidance explains the basic function of SoCGs:
- “A statement of common ground is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree. As well as identifying matters which are not in real dispute, it is also useful if a statement identifies those areas where agreement has not been reached. The statement should include references to show where those matters are dealt with in the written representations or other documentary evidence.”*
- 1.1.6 SoCGs are therefore a useful and established means of ensuring that the evidence at the DCO examination focuses on the material differences between the main parties, and so aim to help facilitate a more efficient examination process.
- 1.1.7 The purpose of the SoCG is to set out agreed factual information about the proposed DCO application by RiverOak. It is intended that the SoCG should provide matters on which RiverOak and SGN agree. As well as identifying matters which are not in dispute, the SoCG may also identify areas where agreement has not been reached.
- 1.1.8 RiverOak and SGN are collectively referred to in this SoCG as ‘the parties’. The parties have been, and continue to be, in direct communication in respect of the Development.

- 1.1.9 It is envisaged that this SoCG will evolve during the examination phase of the DCO application.
- 1.1.10 Subsequent drafts will be agreed and issued, with the version numbers clearly recorded in the 'Document Control' table at the beginning of the document.

1.2 The Development location and description

- 1.2.1 The Development site lies adjacent to the village of Manston, approximately 13 miles north-east of Canterbury and one mile north-west of Ramsgate. It is on the former site of Manston Kent International Airport which closed on 15 May 2014 and is within Thanet District Council and Kent County Council boundaries.
- 1.2.2 The Development site comprises approximately 749 acres of land. The area in which the proposed Development would be located comprises land to the south and north of Manston Road.
- 1.2.3 The proposed Development comprises the 'principal development' - which includes all works to provide an integrate aviation services hub with the main feature being a major international centre for air freight that is capable of handling a minimum of 10,000 air freight Air Traffic Movements per year and 'associated development', comprising other development that has a direct relationship with the principal development and is required to support its construction and/or operation.
- 1.2.1 The proposed Development comprises:
- (a) upgrade of Runways 10/28 to allow CAT II/III operations;
 - (b) re-alignment of the parallel taxiway (Alpha) to provide European Aviation Safety Agency (EASA) compliant clearances for runway operations;
 - (c) construction of 19 EASA compliant Code E stands for air freight aircraft with markings capable of handling Code D and F aircraft in different configurations;
 - (d) installation of new high mast lighting for aprons and stands;
 - (e) construction of 65,500m² of cargo facilities;
 - (f) construction of a new air traffic control (ATC) tower;
 - (g) construction of a new airport fuel farm;
 - (h) construction of a new airport rescue and firefighting service station;
 - (i) complete fit-out of airfield navigational aids (nav-aids);
 - (j) construction of new aircraft maintenance / recycling hangars;
 - (k) development of the Northern Grass area for airport related businesses;
 - (l) demolition of the redundant 'old' ATC Tower;

- (m) safeguarding of existing facilities for museums on the site;
- (n) highway improvement works; and
- (o) extension of passenger service facilities including an apron extension to accommodate an additional aircraft stand and increasing the current terminal size.

1.3 Further details of the development can be found in Chapter 3 of the Environmental Statement which accompanies the DCO application (**APP-033**).

2 Consultation with SGN

2.1 RiverOak engaged with SGN prior to making the DCO application, including during the two round of statutory consultation and non-statutory consultation. RiverOak continues to engage with SGN regarding the Development.

2.2 Specifically, since the acceptance of the application RiverOak has sought to agree with SGN the form of protective provisions with to be included in the draft DCO (**APP-006**).

3 Matters which are fully agreed between the parties

3.1 This section of the SoCG describes the 'matters agreed' in detail between the parties.

3.2 SGN has been identified as a category 1 interest (in respect of apparatus) and a category 2 interest (in respect of rights) in respect of the following plots (the **Plots**) shown in the Book of Reference (**APP-014**) and on the Land Plans (**APP-016**):-

Category 1 interest (in respect of apparatus)

Plots 014, 015, 016, 016c, 017, 019, 019a, 019b, 020a, 022, 023, 026, 028, 036, 037, 038, 039, 043, 043a, 044, 045, 045b, 048, 048b, 050, 050d, 078, 081, 082, 094, 095, 096, 097, 107, 111, 112, 113, 115, 116, 117, 118, 119, 128, 129, 151, 153 and 156.

Category 2 interest (in respect of rights granted by deeds dated 22 June 1972, 3 July 1972, 1 September 1972, 8 July 1975, 26 March 1982, 7 March 1983, 22 August 1986, 19 June 1987, 3 February 1989, 8 June 1990, 21 October 1992, 25 July 2001 and 24 April 2013)

Plots 015, 017, 019b, 020, 020a, 023, 050, 050d, 050e, 053b, 061, 062, 063, 081, 082, 113, 115, 116, 117, 118, 119, 124, 127, 128 and 129.

3.3 As drafted, the DCO will, if made, authorise RiverOak to acquire the Plots permanently by way of compulsory purchase, save that RiverOak's power of compulsory acquisition is limited in respect of the following Plots accordingly:-

- (a) in respect of Plots 014, 061, 062 and 063 to the acquisition of new rights over land for the construction of new or improved approach lights and navigational aids;
- (b) in respect of Plots 019b and 020a, to the acquisition of new rights over land for access to the airfield;

- (c) in respect of Plots 082, 112, 118, 119, 129, 151, 156, to the acquisition of new rights over land for over ground access to existing underground pipeline;
- (d) in respect of Plots 078, 094, 096, 097, 107, 113, 115, 116 and 153, to the acquisition of subsoil or rights over subsoil only; and
- (e) in respect of Plots 081, 111, 117 and 128, to the acquisition of new rights over land at surface level or above.

3.4 The acquisition of subsoil and rights in respect of the Plots is necessary to secure for RiverOak the ownership of, and means of access to, an existing outfall pipeline which runs from the Manston Airport site and discharges into Pegwell Bay. Despite diligent inquiry, RiverOak has not been able to identify the legal or beneficial owner of the pipeline and seeks powers of compulsory acquisition through the DCO in order to regularise the ownership of the pipeline, which is necessary for the operation of the airport.

3.5 The acquisition of the Plots is necessary for RiverOak to secure ownership of the Manston Airport site in order to carry out the Development and operate Manston Airport.

3.6 SGN is a statutory undertaker for the purposes of section 127 of the Act, the Plots are used for the purposes of carrying on the SGN's undertaking and SGN has an interest in the land held for those purposes.

3.7 The draft DCO does not include any replacement land in respect of the Plots and no replacement land has been offered to SGN.

3.8 RiverOak does not intend to remove or divert any of SGN's existing apparatus.

3.9 The outfall pipeline referred to above is in situ and therefore no works are proposed to be carried out to it other than periodic maintenance, which RiverOak estimates will be carried out on an annual basis save for emergencies.

4 Matters agreed in principle between the parties

4.1 This section of the SoCG describes the 'matters agreed' in principle between the parties.

Protective provisions

4.1.1 RiverOak agrees that in principle, protective provisions should be agreed with SGN in respect of its infrastructure within the red line boundary of the DCO application.

4.2 Matters not agreed

4.3 The parties are currently negotiating the form of protective provisions which RiverOak will grant to SGN for the protection of its undertaking in order to enable SGN to withdraw its representation. SGN is not satisfied with the form of protective provisions included within the draft DCO. The parties do not currently agree the nature and extent of protective provisions which are necessary and reasonable in respect of the Development. Accordingly, SGN is not in a position to withdraw its representation at this stage. The parties will update the Examining Authority as to progress in negotiations as the Examination proceeds and as requested by the Examining Authority.

- 4.4 The parties do not currently agree that the construction and operation of the proposed Development will not affect the undertaking carried on by SGN. The parties do not agree that the compulsory acquisition of the Plots above, including the creation of new rights in relation to specific plots, can be undertaken without serious detriment to SGN's undertaking.
- 4.5 SGN does not currently agree that RiverOak should be authorised to acquire SGN's apparatus or extinguish SGN's rights or interests in land and:
- 4.5.1 SGN's position is that the DCO should not authorise RiverOak to acquire SGN's apparatus or extinguish SGN's rights or interests in land unless and until alternative apparatus or alternative rights or interests have been provided to SGN; and
- 4.5.2 RiverOak's position is that it is necessary for the DCO to authorise the extinguishment of rights over land in the event that it is necessary to exercise these powers following detailed design of the Development in order to carry out the Development. Paragraph 6 of the protective provisions included at Schedule 9 of the draft DCO provides that RiverOak cannot acquire apparatus belonging to a statutory undertaker without that undertaker's consent. The protective provisions contained at paragraphs 6, 7 and 8 of Schedule 9 to the draft DCO provide adequate protection for SGN in the event that any existing right or interest held by SGN is extinguished in order to carry out the Development, including in relation to alternative apparatus and the granting of rights in relation to such alternative apparatus. Notwithstanding this and as set out above, RiverOak is in principle willing to agree alternative protective provisions with SGN should these be necessary.

Signed on Behalf of RIVEROAK STRATEGIC PARTNERS LIMITED

Signature:

Name:

Position:

Date:

Signed on Behalf of SOUTHERN GAS NETWORKS PLC

Signature:

Name:

Position:

Date: