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00:00:05:22 - 00:00:39:15

So the time is now 20 to 4. Time to resume this hearing. So, um, before the break, we heard from the parties, uh, some of the backgrounds to the developments of the draft section 106 agreements. And that was very helpful to hear both sides of that story. Um, now, what I'd like to do is just focus on a few things, which I suspect the parties involved in the, um, agreements have.

00:00:40:11 - 00:01:17:09

This all makes sense. And, um, there's reasonable understanding as to why things are as they are. Being presented with it, we've got a few questions about, uh, some matters which just like clarification on, um, I'd like to begin with the basis of the signatories to the agreement. So we've got the airports, West Sussex, Crawley and Reigate and Banstead. Um, that doesn't cover all of the authorities within the order limits, don't think, and certainly not Surrey County Council.

00:01:17:11 - 00:01:22:10

So I wonder why. Why was those authorities involved.

00:01:23:12 - 00:01:49:10

Now Scotland for the applicant? Um, the list of authorities who are going to be signatories was based on those who were going to be receiving money directly or who had direct obligations under the agreement. Um, it wasn't necessary to include all local authorities who were part of the group of JLR or who might have impacts. The purpose of the of the signatories was to relate those signatories to the obligations specifically entered into in the agreement.

00:01:49:20 - 00:01:53:12

Okay. Thank you, Mr. Bedford. That makes sense to you. Yeah.

00:01:53:20 - 00:02:00:25

Yes. Yeah, I think I think there is still some ongoing discussion about who the parties should be. But the principle, uh, is as I said.

00:02:02:15 - 00:02:12:06

Uh, so even though, sorry, County Council is the highway authority, they're not. It's not necessary or the applicant is not necessarily at this point to identify them.

00:02:12:12 - 00:02:20:10

They're highway authority for part, as it were, of the local road network and obviously West Sussex for another part of the local road network. Yes.

00:02:20:14 - 00:02:21:06

Okay. Thank you.

00:02:28:05 - 00:02:42:22

Uh recital B minor point. But Secretary of State who's responsible. So it says does that Secretary state need identifying or or is it. Which one is it?

00:02:46:01 - 00:02:49:19

Yes. Um, we think it should be Secretary of State for transport, and we'll have that answer.

00:02:50:03 - 00:02:50:26

Okay. Thank you.

00:02:53:13 - 00:03:09:06

Uh, recital G has got square brackets around it. Um, could you explain what therefore and also the status of the memorandum of understanding and why a new one is required?

00:03:10:21 - 00:03:46:15

Uh, Scott Leonard for the applicant, yes. I think the square brackets are round up because we don't know if there's going to be a new or if there has been a new there's going to be or if there has been a new MOU. And that was simply the reason why the square brackets were there. Um, if there's further information on that forthcoming that will be fed into the next draft, and I should say at this juncture, um, sir, that a deadline six when we submit, um, the next draft of the 106 we were proposing to um, also submit subject any views you might express about whether its documents should still exist by that stage.

00:03:46:17 - 00:03:59:19

But if it does, then we're proposing to draft effectively an explanatory memorandum which went through the obligations and explained the purpose for them and the justification, um, for them, that would be very handy.

00:04:00:00 - 00:04:11:11

Yeah, I had that in mind. But because we don't have an explanatory memorandum for the, uh, agreement, but we do for the DCU. Yes. Uh, I think it would be helpful. Then we can understand fully.

00:04:11:13 - 00:04:18:08

Scotland that hadn't been lost. No, sir. And, um, I think that was the idea behind, um, uh, preparing it.

00:04:18:17 - 00:04:35:21

Okay, good. Thank you. Um, and then I'll come on to maybe why I'm asking this question when we get into further detail. But in the event of differences between the order and the section 106, which would have precedence.

00:04:46:24 - 00:05:18:07

Um, Scott Linus for, um, the applicant. Um. I need to reflect. I'm not sure there's necessarily be a case or precedence in the sense that there would just be two separate enforcement routes available for any conflict with the respective obligations, because if an obligation was drafted in one way under the DCU, then it would be enforceable against in the normal way, whereas it was enforced against under the one who would be referenced to that drafting.

00:05:18:15 - 00:05:29:02

I think that's the formal technical answer, but obviously that assumes there would be a conflict, and we don't think that there would be on there scope to ensure that there won't be by the time either is entered into.

00:05:29:24 - 00:05:41:27

Okay. Well, come on to an area where I think there's there appears to me to be a different. So perhaps it can consider that. Um, so let's look at the definitions.

00:05:44:00 - 00:05:44:16

Um.

00:05:49:00 - 00:05:59:15

Just a couple of points. So 2022 agreements according to paragraph 3.2 thus would cease to have any effects from the commencement date anyway.

00:06:34:10 - 00:06:39:15

So I sort of Scotland. And just to be clear, the 2022 agreement, as mentioned there, uh.

00:06:41:11 - 00:06:54:07

Ends at the end of this year. But as we've explained before, um. Discussions are commencing in relation to another, um, agreement, just to be clear, and I that why that's mentioned in that way and the 106.

00:06:54:20 - 00:07:04:20

So it is defined as the 2022 agreements. And then paragraph 3.2.

00:07:06:26 - 00:07:09:20

Says that the parties agree.

00:07:11:17 - 00:07:18:21

It's on the commencement date, 2022 agreements or any replacement agreements. So that's how it's covered. Yeah that's fine. Thank you.

00:07:21:01 - 00:07:21:16

Um.

00:07:25:18 - 00:07:34:21

But joining authorities so he can't cancel seems to have an address there, which doesn't correspond with what is later in the agreements.

00:07:36:15 - 00:07:37:15

So his story.

00:07:37:28 - 00:07:39:11

And I did wonder about that.

00:07:39:21 - 00:07:46:03

I think sorry, did tell me last week that they're no longer have a presence in Kingston upon Thames. Yes.

00:07:46:05 - 00:07:56:09

Um, I think we're still waiting on detailed comments back on what we've called the front end of the agreement and and envisage that can be picked up accordingly now.

00:07:57:03 - 00:07:59:20

Okay. That's fine. Thank you. Um.

00:08:02:21 - 00:08:12:18

Let's move on to the term begin, which I don't think occurs in the. TCO.

00:08:14:27 - 00:08:34:27

Um. Then related to that, you've got the. Maybe it's not related, but commence, which is similar. The definition in the section 106 agreements is different from the DCO definition. Could you explain both of those terms? Please begin and commence.

00:08:42:05 - 00:09:16:16

Yes. Scotland. Applicant. Um. Beginners defined in the DCO under schedule two requirements. Um, and it says other meaning given in section 155 of the 2008 act shall have a meaning distinct to commence in this order. Um and in the draft 106. Begin is also defined by reference to section 105, the 2008 act as well, and again it draws the distinction between the use of the term commence um and the 106.

00:09:16:19 - 00:09:22:00

So they're both defined within the DCU and under the section 106.

00:09:24:02 - 00:09:26:29

You can capture everything since exceptional.

00:09:33:15 - 00:09:34:00

Sorry.

00:09:41:00 - 00:10:06:03

Yes, I'm to Scotland for the applicant. The term begin is not used substantively within the 106. It's there to ensure that there is consistency of definition, as it were, between the section 106 and the DCO, particularly in terms of the distinction that's drawn between begin, which covers everything, and then commencement, which has a distinct definition and operation under both the DCU and the 106.

00:10:06:09 - 00:10:07:16

Okay. Um.

00:10:09:02 - 00:10:18:09

Begin. And you said. Schedule two of the DCO the requirements was is that a.

00:10:20:12 - 00:10:24:26

Is that something that's come in since the original version? Yes. Yes it.

00:10:24:28 - 00:10:25:18

Has. Yes.

00:10:25:20 - 00:10:26:18

Yeah. Okay.

00:10:28:28 - 00:10:32:09

Yeah, that's fine then. Thank you. Um.

00:10:38:29 - 00:10:52:05

So the definition of again, I might have been looking at the original. Wasn't that the latest DCO? Is the definition of commence the same in both documents now?

00:10:57:10 - 00:10:57:27

Yes,

00:10:59:19 - 00:11:07:26

yes. Um, Scott Leonard for the applicant. In essence, yes. Although there is a distinct definition of preparatory works within the section 106.

00:11:09:13 - 00:11:12:24

But the substance. But the substance of the substance is the same. Yeah.

00:11:12:26 - 00:11:24:03

So those preparatory works are listed 8 to 0 in the draft TCO. And they're separate. Okay. That's fine.

00:11:28:16 - 00:11:37:17

Um, Mr. Bedford, are you happy with these elements? I'm picking up on it. Are they consistent with your thinking on this?

00:11:38:14 - 00:12:10:23

Uh, sir, they, uh. I'm not sure I can answer that honestly in terms of my own thinking on this, but, sir, certainly we followed the points that, uh, uh, you have raised. Um, and, um, we can see that the, um, the intention is particularly in terms of that definition of preparatory works and how it latches onto the definition of commence there intended to both be marching in the same direction. Uh, and it doesn't look as if there's any substantive inconsistency between them.

00:12:11:05 - 00:12:44:11

Uh, if there were a difference between what the section 106 provides and what the DCO provides, uh, there wouldn't necessarily be a conflict because it would depend on the purpose for which the difference was being considered. Obviously, the DCO falls to be interpreted on its own terms and by its own language. And likewise, uh, the section 106, which is effectively a form of statutory contract.

00:12:45:00 - 00:13:05:23

Um, but in the event that the two covered the same topic but cover the same topic in different ways, which I don't think either of the parties are intending, but if that did happen, it would seem to me that the statutory instrument would prevail over any contractual term agreed between the signatory parties. Okay.

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Thank you.

00:13:24:19 - 00:13:31:07

In the main agreement. I don't think of any other comments at this point apart from 12.1

00:13:33:03 - 00:13:49:14

and. There are various dates, time periods identified. There are these agreed. And no, there's been some discussion in terms of the DCO where dates are not necessarily agreed. Are these agreed in principle?

00:13:52:00 - 00:13:58:19

We haven't yet reached an agreed position on, um, clause 12. Um, precise timings.

00:13:58:27 - 00:14:00:03

Okay. That's fine, thank you.

00:14:01:03 - 00:14:01:18

Yeah.

00:14:02:29 - 00:14:10:18

So, um, there's nothing else I want to bring up in terms of the, uh, agreements.

00:14:12:14 - 00:14:16:13

As such, if we return to the, um,

00:14:18:04 - 00:14:20:25

the schedules and.

00:14:22:15 - 00:14:39:24

But this is where I'd like to explore the financial contributions and understand how those amounts have been arrived at. Um, and as I said earlier, there's reference in the local authority's answer to.

00:14:41:11 - 00:14:42:16

Uh, question.

00:14:45:20 - 00:14:46:24

TCO.

00:14:49:01 - 00:15:07:01

Chores. It takes 1.5.3, which presented an alternative way of looking at those contributions. But essentially I'd like to understand, first of all, um, these contributions under the various headings.

00:15:09:00 - 00:15:26:29

How do they sit with the issue of mitigation? Who are they? To be considered outside of that? And how should the examining authority, and ultimately the Secretary of State take account of those, uh, elements?

00:15:28:21 - 00:16:06:28

Uh, Scotland is for uh, the applicant again. So perhaps when, when we put in the explanatory memorandum at deadline day six, we can cover this, uh, in more or more detail than, um, as I said, in relation to the air quality, uh, contributions and indeed the air quality obligations, um, generally at the moment, we wouldn't regard this as mitigation in the formal sense because we haven't identified any effects within the EEA that specifically require, um, specifically required mitigation and air quality, um, at terms.

00:16:07:00 - 00:16:54:12

But we've nonetheless agreed to, uh, to fund the monitoring, recognizing that there is a concern about the need to understand at least the air quality effects that are caused by the, uh, caused by the, the project and indeed the indeed the airport. Um, which is why we've committed to various funds within within that, within that schedule. Um, as far as far as the uh, noise um, is concerned, um, I think certainly aspects of that we would potentially regard as, um, mitigation, at least on a precautionary basis to deal with perceived concerns, um, uh, relating to, for example, aircraft engine, um, testing.

00:16:55:00 - 00:17:42:11

Um, other, other provisions in there are really more about, uh, documenting good engagement practices rather than mitigation measures for mitigations set out in the, in the DCO, um, through the requirement to adhere to the noise envelope and the noise insulation scheme as far as the surface access, um, provisions are concerned, again, there's a large number of these we would not regard as mitigation in the sense that they're documenting good engagement practices. The provisions relating to the Transport Forum, the steering group, um, we would treat the Sustainable Transport Fund, um, as uh, as mitigation in the sense that, um, it supports the achievements of our mode share, um, commitments.

00:17:42:26 - 00:18:16:10

Um, same with the investment and bus and coach services, which has actually a minimum of 10 million, not the 10 million that I said before. Again, to support the achievement of mode share commitments. Um, uh, as far as other provisions under surface access, um, use of Povey Cross, we we haven't regarded that as mitigation. Um, the off airport parking support contribution. Um, debatable. But we've we can regard that as supporting the achievement of our mode share commitments as well.

00:18:16:26 - 00:18:56:05

Um, as for other provisions relating to parking meeting um and scheduled for paragraph eight under the Transport Mitigation Fund decision Group. Again, that's more about enabling funds to be allocated effectively as opposed to mitigation in its own right and the Transport Mitigation Fund, the £10 million, um, we have essentially treated that, um, as potential mitigation, but it relates to unforeseen impacts from the NRP. Um, so it's not mitigation in the sense that deals with impacts have already been addressed, but it provides for impacts which may arise an unforeseen basis in the future.

00:18:56:23 - 00:19:31:25

Um, as for the community funds, um, the community fund, you could treat that as mitigation in the sense that it's mitigating the intangible effects on the community by providing access towards community, uh, community projects. Um, uh, and it's reducing perceived impacts arising from the use of the airport, which we can't, uh, properly categorise under more specific, um, uh, headings, other provisions relating to the operation of the sub fund, um, sub funds.

00:19:31:27 - 00:20:03:29

No, they're about facilitating the effect of operation of the fund rather than mitigation, I suppose. And in its usual sense, then the ESPs implementation, uh, plan. Um, uh. I think I need to reflect on how that's presented. It's really about maximizing the benefits that can be delivered to the local community, and ensuring that the benefits of the project will be realized. Query whether you'd regard that as mitigation in the in the normal, in a normal sense.

00:20:04:10 - 00:20:29:29

Um, as I said, it's really about securing the benefits that we say would be delivered by the scheme and that would provide that would apply equally to the fund. So when we look through the section 106, there's a combination of measures which could be regarded as mitigation. The number which um, a number which wouldn't, but they largely relate to the operation of and uh, commodities and the like.

00:20:30:09 - 00:20:48:16

Okay. That's helpful. Thank you. So, um, if you could address those issues in the explanatory memorandum to explain how you see those, um, sums. Being justified. And also, um.

00:20:50:29 - 00:20:51:26

Well, yeah.

00:20:52:13 - 00:20:54:24

Take that as it is. I mean, and Scott.

00:20:55:18 - 00:21:06:09

Obviously some of these funds are still under discussion with this council. Probably best to provide that detailed justification at the time when the sums been been agreed.

00:21:06:19 - 00:21:22:16

Yes. Okay. Um, just picking up on one of the elements in there. So, uh, schedule three, surface access, paragraph 5.1. So it says,

00:21:24:03 - 00:21:47:14

um, gal shall invest a minimum of £10 million to support the introduction or operation or use of bus and coach services. Maybe I need to read that in context, but doesn't that mean a minimum mean that's. There's not a likelihood of it exceeding that.

00:21:51:18 - 00:22:24:23

Come. Courthouse for the, uh, for the applicant. Um, I think, sir, you do need to see that in context, because it needs to be read with the SACs. As we've explained, the SAC commit to outcomes, but with a series of measures and what's called effectively a toolkit that underlies that. So it makes sense for that figure to be seen with a degree of flexibility, in the sense that Gatwick will undertake the measures that are required to meet its to meet its outcomes. So it doesn't necessarily require committing to a specific figure without objective in mind.

00:22:24:25 - 00:22:25:14

Okay. Thank you.

00:22:29:03 - 00:22:33:17

And then perhaps. Could you, um.

00:22:35:02 - 00:22:44:06

Just explain briefly how the provisions relate to paragraphs 55 to 58 as the NPF.

00:23:21:20 - 00:24:09:01

Scotland is for the applicant. Apologies for the delay. Um, paragraph 55 relates to the question that we've been debating, um, so far about whether one can move, um, obligations into, um, uh, the, uh, the body of the DCU in particular through requirements, uh, that, uh, would replace the reference to planning conditions. Um, uh, there, um, in terms of the broader point about considering whether an acceptable development can be made acceptable through the use of um conditions, um, and whether they should be kept to a minimum and only pose, whether necessary, relevant planning development to be permitted.

00:24:09:03 - 00:24:50:25

I think, sir, realistically, that's probably better dealt with in the detail of the explanatory, um, memorandum, which is going to be designed to deal with that. Um, deal with that, that policy, uh, and justifying, uh, the different uh, the different obligations, um, generally where we have, uh, proposed either contributions or, um, obligations. Um, it's to ensure that where we have advanced measures which justify the grant of consent in this case, that there is a measure to, uh, secure them and to ensure that any allegations of there being unacceptable impacts are avoided by the obligations that we enter into.

00:24:51:12 - 00:25:27:12

Um, we say we would say that they are certainly relevant to the project, certainly relevant to the project to be, uh, certainly relevant to planning, certainly relevant to the project to be permitted. Um, we don't see any reason why they couldn't be, um, uh, enforced, precise, unreasonable of respect if they were translated into requirements within the within the DCU. Um, as I say, paragraph 56 largely relates to planning conditions as opposed to, um, obligations as far as obligations are concerned under paragraph 57.

00:25:27:28 - 00:26:00:05

Um, again, we'd say they're directly related to the project. In this case, we'd say they're certainly the contributions, as we explained in the explanatory memorandum. Um, there's no suggestion that anything that we are proposing is not fairly and reasonably related to the impacts that we would be

that we would be causing. And insofar as it suggested that, um, these obligations must be entered into in order to make the development acceptable, we we have entered into them and, um, they will ensure that the scheme is acceptable in general planning terms.

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Um, paragraph 58. Um.

00:26:07:15 - 00:26:35:22

I think that's more related to viability assessment at the application stage. I'm not convinced that has direct application to the circumstance of the DCO. But we can. So we can explain this further in the explanatory, um, memorandum. But I don't think there's been any suggestion on the, uh, that the obligations that we're discussing with the JLS aren't necessary to deal with any alleged impacts that we need to address as part of the scheme.

00:26:37:20 - 00:26:45:00

I accept that, um. Setting that out in the context of the framework would be helpful for us in reporting them.

00:26:45:02 - 00:26:47:23

So that's very helpful to know. So thank you very much. We'll do that.

00:26:48:04 - 00:27:29:20

And then if we could also look at the post National policy statement. And this relates back to the comments from the legal partnership authorities at Group 1353135. Um, now I'm assuming, uh, Mr. Linus, that you'll be responding to that formally, as you would normally do anyway, but could you at least provide a brief outline of how you see, um, what the local authorities are saying on that points in response to question DCO 1.5.3.

00:27:30:03 - 00:27:30:18

Bear with.

00:27:30:20 - 00:27:31:05

Me.

00:27:31:12 - 00:27:32:19

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00:27:52:22 - 00:28:22:25

Yes. Um, that appears to be a point related to the value of the community fund, sir. I think. In truth. It's probably faster to defer any detailed explanation of that to written material because, um, that is under active discussion with the authorities, but perhaps asked Mr. Lord to explain, um, where those where those discussions are at the moment. As a matter of fact, if that's acceptable.

00:28:25:02 - 00:28:31:04

Uh, Mr. Norwood for the applicant. Um, so on the community fund, uh, we received a.

00:28:31:16 - 00:29:04:13

Uh, the proposal from the, um, from the applicant. Uh, from from the joint local authority. Sorry. Uh, which gave a comparison between the, uh, current section 106 agreement, the funds in there with the proposal that we'd put forward. And then there's a I think what we could generally regard as a counter proposal by the local authorities. Uh, that counter proposal is based on, uh, work that was undertaken for the airport commission.

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Uh, and as you'll probably be well aware, the airport commission considered a very, very different scheme to the one that is in front of you. Uh, as part of the northern runway project. Um, and it was, um, uh, uh, a proposal that the airport commission said was a suggestion, uh, based on the scale and the, uh, size of the what we called it, that stage, the second runway project that was being promoted back in 2013 to 2015 as part of the Airports Commission process.

00:29:46:09 - 00:29:46:24

Um.

00:29:48:24 - 00:30:21:10

I think our general view is that because it's on, uh, in relation to such a very, very different scheme, um, in terms of the scale and the size of the impacts, obviously, that second runway scheme involved a significant amount of land take to the south of the airport, a new runway over a kilometre to the south of the airport with a new terminal and with uh, new flight paths as well. So there would be a very different impact associated with that scheme.

00:30:21:15 - 00:30:47:00

So we are generally, um, looking to see how relevant, uh, the proposal is from the joint local authorities, uh, to use that as the example that we should follow. So we will go back to the local authorities during discussions over the next few weeks, as we have detailed discussions on these points, and we'll respond probably in writing at deadline for okay.

00:30:47:02 - 00:31:21:25

Thank you. But I started at this point by referring to the NPS and. Uh, as the applicant set out. That is an important and relevant consideration that what them and PPS was looking at was the principle of, um, community contributions and community compensation as they set it out. Um, so will you look at it in that context as well, please?

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Scotland is for the applicant. Certainly when we're preparing the written submissions, we'll take that on board. So thank you.

00:31:30:12 - 00:31:30:27

Thank you.

00:31:31:12 - 00:31:42:07

Okay. Thank you. Um, Mr. Bedford is something else you want to add in terms of the discussions we've just had all the more wider issues about.

00:31:42:20 - 00:32:32:10

Thank you sir. Michael Bedford, joint local authorities, not substantively because as um, Mr. Lyness has said, there is an active dialogue and discussion on a number of these topics, and it's probably more productive to you to let that process continue before, as it were, parties crystallize into disagreement. And I would also entirely endorse the approach Mr. Linos has outlined of, um, providing to you effectively an explanatory memorandum to not only talk you through the document when the one has reached a more evolved stage, but also, uh, not only how it works, but also how particular provisions in it are justified.

00:32:32:20 - 00:33:13:08

Uh, and referencing that to the policy test. And obviously, uh, in many planning environments, that's a frequently used vehicle to, uh, explain, uh, a section planning, uh, section 106 planning obligation or indeed DCO planning obligations, which sit also under the same, uh, regime. Um, so, uh, that's the the

general point. I would obviously draw your attention to the fact that the particular, uh, question in the JLR JLR response to your DCO question, um, and that Mr.

00:33:13:10 - 00:34:00:23

Norwood has referred to, um, we provided information drawing a comparison with the Airports Commission has been said. We also provided it a comparison, drawing attention to what is being proposed at Luton as a proposal. Clearly, I say there is an active dialogue about that. Um, and we also, you may recall back, I suspect, at issue two, but I might be wrong as to which of the issues it was we did draw attention to, as it were, what would happen if you sought to pro-rata the sums currently being offered in the 106 to the volume of passengers that this development enables.

00:34:01:01 - 00:34:23:06

Uh, and we said then, as we still continue to think there was something of a mismatch in terms of providing provision for the intangible community impacts, that everybody agrees there are intangible impacts. Uh, it's just how you then best deal with them. So so that's that's all I think I would need to say about the current position on the one A6.

00:34:23:18 - 00:34:26:05

Thank you very much, Mr. Lyness.

00:34:26:08 - 00:35:03:28

Uh, Scotland. Yes. We'll cover the impasse, as I've said, but insofar as I think reference is being made to paragraph 5.247 on the Airports Commission suggestion in relation to Heathrow, um, I suspect our answer is going to be the same one as you've already heard from Mr. Norwood about the approach taken to, um, the southern one way proposal for for Gatwick, that the guidance that was being mentioned there was obviously in the context of the Heathrow, uh, scheme, which we wouldn't transfer across, um, specifically to, uh, to this project and the purpose of the community fund here being to deal with intangible effects.

00:35:04:00 - 00:35:12:27

So we'll do this in writing, but I think we should sign a note of caution that one should not draw too much in that paragraph in the in the Gatwick context. Okay.

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Thank you.

00:35:14:16 - 00:35:16:19

Yes. Cagney and.

00:35:17:04 - 00:35:51:19

Odette. Shallow B for Cagney, if I may. Just two short points on the 106 from Cagney at this stage. Um, so first, there's a concern about both the content and enforcement of the air quality action plan, and particularly about ensuring there are adequate safeguards in place in the event that the appellant's assessment of significance does not align with the real world impacts of the development, and we're happy to set those out in due course, it might be that it makes sense to do that. After another round of discussion has gone on between the LPA and Cagney because, sorry, the LPA in The applicant because it seems that position is evolving.

00:35:51:21 - 00:36:24:27

But as things stand, we're not entirely satisfied with what's proposed in terms of the air quality action plan and the the second point to raise, and we've been talking about community impacts. Cagney is concerned that on each of air quality, noise and transport and community groups involvement seems

to be missing from what's set out in the 106. And so, for example, in in appendix five at 5.1.2, the air quality action plans and the monitoring reports will be discussed.

00:36:25:16 - 00:36:57:28

Annually with the councils. There's nothing about local people's involvement. And similarly, in relation to schedule two on noise and at four there's part four of schedule two. There's a programme of engagement about noise and that includes members of Gatcombe. But it only may include community noise groups. There's no guarantee of any involvement for community groups. Um, and we would request particularly that the Gatwick Noise Management Board, which is a more inclusive organisation, should be included in that list.

00:36:58:13 - 00:37:19:18

And then finally, on the same point in terms of surface access, schedule three at part two and refers to the Gatwick Transport Forum, and if you go down in the 106 to page 45, and there's no community input that's guaranteed in the steering group at all, and Cagney is keen to see some local involvement in that. Thank you.

00:37:19:20 - 00:37:20:05

Thank you.

00:37:20:22 - 00:37:22:28

Mr. Linus. Do you wish to respond

00:37:25:00 - 00:38:06:16

Uh, Scotland is for the, uh, for the applicant. As far as the air Quality Action plan point is concerned, we say it's not necessary for us to make provision in the format being suggested, primarily because the assessment US now has simply not identified any significant, um, effects. And we say that is entirely an entirely sufficient basis upon which to set out the air quality, um, action plan. Um, as far as the broad point about community involvement is concerned, I think whether one looks at the service access commitments or more generally, that the approach taken in the obligations is to provide for um, authority involvement and various groups.

00:38:06:18 - 00:38:36:22

And we say that's entirely appropriate, uh, conduit for local or public concern, uh, to be expressed, one always has to balance participation these committees with efficacy. And um, as far as these groups are concerned, um, the most appropriate way of dealing with it is to have local authority representatives on them, we say is sufficient. Each of those groups has been set up to deal with the specific impacts. So there are differences between them. But the general principle remains the same.

00:38:37:07 - 00:38:49:28

Um, uh, local authority involvement, um, is the is the proper approach in relation to the community funders wider involvement in any event? Um, uh, from the community fund partnerships.

00:38:52:12 - 00:38:54:08

Okay. Thank you. Yes.

00:38:56:28 - 00:39:36:21

Malcolm Fillmore, last parish council. I have a two points to raise on on this one is fundamental. One is of details. If I can deal with the fundamental one to start with. Uh, the the purpose of section 106 agreement is to give benefits to the local communities and the local authorities. And it therefore seems to me that the parties to the agreement actually should be the district councils and, uh, uh, the county council rather than just, uh, you know, Reigate, Crawley, West Sussex, West Sussex is of course, well down in Chichester and miles away.

00:39:37:17 - 00:39:43:27

And I think that the, the this agreement would be far better if it was, uh,

00:39:45:20 - 00:40:21:12

agreed between what actually are described in here as the parties plus the adjoining authorities. Now in the agreement, the adjoining authorities appear to only be, uh, put in in order to deal with Gatwick parking. I couldn't see any other reference to it. So I would like to understand. I'd like to suggest that the section 106 agreement, which is, uh, flexible and is an evolving it will be an evolving document because it will exist and be reviewed every few years, well past the DCO and everything.

00:40:21:14 - 00:40:53:12

So it should involve the the immediate local authorities rather than the historic ones that have existed. So that's my fundamental point on my more detailed point on schedule for, uh, the London Gatwick community, the uh, London Gatwick Community Fund. Could I please observe that there are actually four counties and not three counties? Um, you know, West Sussex and East Sussex are two different counties.

00:40:53:14 - 00:41:09:00

And really, I would suggest that the the community Fund be divided into four rather than three. A particularly because, you know. Surrey and Sussex are much more impacted by Gatwick than Kent.

00:41:11:07 - 00:41:11:22

Thank you, sir.

00:41:12:28 - 00:41:41:10

Thank you. Um, I'll ask the applicant to respond on that. But just to say it was at issue specific hearing to I think someone made a request or made comments about contributions from other parties. And we did say that we would encourage people to contribute, certainly in writing at this stage. And then we can take those issues on board along with the applicants and local authorities. So yeah.

00:41:41:20 - 00:41:45:08

Unfortunately, the second one is draft section and it's only just been published.

00:41:45:10 - 00:41:46:06

So yes, but.

00:41:46:08 - 00:42:00:05

We've still got some almost four months left of the examination. And the as you have heard today, the section 106 will evolve over that period. But I'll ask Mr. Linus to to respond as the applicant.

00:42:00:12 - 00:42:40:01

Scott Leonard for the applicant. Um, as far as the involvement of other local authorities beyond the signatories is concerned, as we've already touched upon, sir, there's reference and the 106 already to what is in fact, a long standing historic arrangement whereby other authorities enter into a memorandum of understanding. And as we've indicated, that there has been or is in the process of being updated. So to the extent that adjoining authorities, um, have an interest, the authorities themselves are entering into arrangements as to how that can be fed through, uh, into participation by the the authorities that are covered by the um, by the agreement.

00:42:40:18 - 00:43:13:10

As for the community fund point, that really reflects the way that the community funds themselves are set up, and that reflects the division between their responsibilities and their geographic coverage. All

that said, we know this is another point that's being debated with the local authorities. And if there's any, uh, change that we can, we can take that into account as part of the discussions that are taking place, those discussions really about how one divides up the, uh, the fund, as you might expect. So we anticipate some further discussions on that and anything about the involvement of any particular authorities can fall into that.

00:43:13:18 - 00:43:14:05

Thank you.

00:43:15:26 - 00:43:45:24

Are there any other comments on item seven on the agenda? Sorry. Item six, the draft DCO no. In that case, let's move on to item seven, which is action points arising from the hearing. There are a number of action points, mainly for the applicant and given the technical nature of them, these will be double checked and published on the project website as soon as possible.

00:43:47:15 - 00:43:48:01

Thank you.

00:43:49:29 - 00:43:52:25

So let's move on to.

00:43:53:27 - 00:43:54:19

Item.

00:43:56:18 - 00:44:06:14

Hate any of the business. Are there any other points relating to the agenda items that we have discussed which anyone wishes to raise today?

00:44:09:11 - 00:44:09:26

No.

00:44:11:00 - 00:44:25:23

So in that case, there are a number of matters which I need to address. So as a panel, we have reflected on the issues discussed under item three on the agenda, the future baseline.

00:44:27:28 - 00:44:36:09

Firstly, we should record that we were disappointed that the applicant did not provide any experts to cover this agenda item.

00:44:37:24 - 00:44:41:17

This means that we were unable to properly test the evidence orally.

00:44:43:09 - 00:44:50:03

While we will receive the applicant's written responses, a deadline for this does not provide us with the same opportunity.

00:44:52:26 - 00:45:08:20

Related to this is the wider concern about the future baseline. We raised this during our initial hearings and, having not had a satisfactory response, identified the need for further consideration at this hearing.

00:45:10:12 - 00:45:23:26

We heard the discussions about this issue have been taking place since before the application was submitted. Yet this fundamental issue remains far from resolved into the third month of the examination.

00:45:25:25 - 00:45:47:04

We listened patiently to the concerns raised by the joint local authorities and the applicants response. We share many of the concerns raised, and we ask that the applicant carefully reflects on the comments of the joint local authorities. We too will reflect on those comments and may respond further.

00:45:50:21 - 00:45:56:13

So if there are no other matters any one wishes to raise. Unless, Mr. Landis, you want to respond?

00:45:57:05 - 00:45:59:26

Scotland for the applicant. Um, so.

00:46:01:21 - 00:46:40:19

First of all, obviously we're concerned that you've expressed disappointment in the way that you have. I can assure you that it wasn't anything, uh, deliberate or intentional on our part. Um, I think, uh, the, uh, the agenda, uh, that was set out for this hearing, uh, was intended to cover environmental matters, and we hadn't appreciated that. Under the future baseline, we'll be answering questions relating to the detailed operation of the airport or forecasts. Given what we understood, the scope of the hearing was going was going to be, um, and we apologize if there's any disappointment that's been caused.

00:46:41:00 - 00:47:12:12

Uh, we we certainly didn't think it was going to be covered in the detail that it was, uh, under that agenda item. As for the other comments in the future baseline, as I hope we made clear, we have reserved our position, but are can are considering the way in which this issue has been developed and we will respond at deadline for whether indications of how we think progress can be made and resolving it. So we have taken on board the comments that have been made and know that concerns have been expressed by the panel as well.

00:47:12:22 - 00:47:16:19

Um, we will ensure that's dealt with as soon, as soon as possibly can be.

00:47:17:10 - 00:47:23:05

Thank you very much. So if there are no further matters, I will hand over to Miss Cassini to close the hearing.

00:47:24:08 - 00:47:24:28

Thank you.

00:47:25:00 - 00:47:54:04

Mayor, I remind you that the timetable for this examination requires that parties provide any post hearing documents on or before deadline for which is Wednesday the 15th of May, 2024. I also remind you that the recording of this hearing will be placed on the Inspectorate's website as soon as possible after this meeting. Thank you very much for attending today and for your participation. The time is now 427 and issue specific hearing seven is now closed.