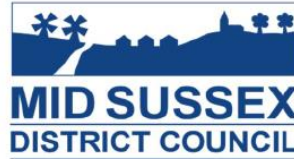




**Horsham
District
Council**



GATWICK AIRPORT NORTHERN RUNWAY PROJECT
PLANNING INSPECTORATE'S REFERENCE: TR020005
LEGAL PARTNERSHIP AUTHORITIES
UPDATE ON THE DRAFT DCO SECTION 106 AGREEMENT
DEADLINE 9: WEDNESDAY 21 AUGUST 2024

Crawley Borough Council (GATW-AFP107)

Horsham District Council (20044739)

Mole Valley District Council (20044578)

Mid Sussex District Council (20044737)

West Sussex County Council (20044715)

Reigate and Banstead Borough Council (20044474)

Surrey County Council (20044665)

East Sussex County Council (20044514)

Tandridge District Council (GATW-S57419)

LEGAL PARTNERSHIP AUTHORITIES

UPDATE ON THE DRAFT DCO SECTION 106 AGREEMENT

1 INTRODUCTION

1.1 The Legal Partnership Authorities are comprised of the following host and neighbouring Authorities who are jointly represented by Michael Bedford KC and Sharpe Pritchard LLP for the purposes of the Examination:

- 1.1.1 Crawley Borough Council
- 1.1.2 Horsham District Council
- 1.1.3 Mid Sussex District Council
- 1.1.4 West Sussex County Council
- 1.1.5 Reigate and Banstead Borough Council
- 1.1.6 Surrey County Council
- 1.1.7 East Sussex County Council; and
- 1.1.8 Tandridge District Council.

1.2 In these submissions, the Legal Partnership Authorities may be referred to as the “*Legal Partnership Authorities*”, the “*Authorities*”, the “*Joint Local Authorities (“JLAs”)*” or the “*Councils*”.

1.3 Please note that Mole Valley District Council is also part of the Legal Partnership Authorities for aspects of the examination relating to legal agreements entered into between the Applicant and any of the Legal Partnership Authorities. As such, this submission is also made on behalf of Mole Valley District Council.

1.4 This submission provides an update on the progress made in respect of the draft section 106 agreement which was last submitted to the examination by the Applicant at Deadline 6 in [\[REP6-063\]](#).

2 OVERVIEW

2.1 As the ExA is aware, GAL and the JLAs – excluding Kent County Council - (the ‘parties’) have been in active negotiations on the terms of the s106 Agreement throughout the Examination. Those negotiations have necessarily continued in parallel to the representations each party has respectively made on the need for/content of the obligations proposed under the s106 Agreement (or through a requirement to the draft DCO in the alternative in some instances).

2.2 The parties are pleased to report that full agreement has now been reached on the terms of the s106 Agreement and a copy of the engrossed agreement has been provided at this Deadline 9. The engrossment is circulating for execution by the parties and, at the time of this submission, has been executed by GAL, RBBC and CBC. Arrangements have been made for WSCC and SCC to execute in the coming days and the parties intend for a completed version to be submitted prior to the close of the examination at Deadline 10.

2.3 Whilst the Agreement has been entered into by only CBC, WSCC, RBBC and SCC of the JLAs (due to it being only those councils that have relevant obligations under the Agreement), the

Agreement has nevertheless been reached on behalf of, and with the support of, the other JLA members.

- 2.4 The Agreement has required intensive effort from all sides to agree and progress the drafting within the timescales of the Examination, following the outline agreement being reached earlier this month. The nature of the Examination is such that representations/responses must be provided in parallel to the negotiations and whilst efforts have been made to ensure that the parties' submissions at Deadline 9 are coherent/consistent with the terms of the agreement reached, it was considered helpful to prepare this joint statement to confirm the effect of the agreed s106 Agreement on resolving many issues that have been raised by the JLAs in the Examination.
- 2.5 All submissions in respect of the specific matters set out below and made by both parties at Deadline 9 (and indeed in the examination to date) should be read within the context of this joint position statement.

3 CONTENTS OF THE AGREEMENT

- 3.1 For the ExA's ease of understanding, the below is structured to provide a headline description of the key contents and subsequently, in italics, the consequence of such agreement for the matters before the Examination. With limited exception, the Agreement will come into effect upon Commencement of the DCO.
- 3.2 As well as topic specific obligations (discussed below), the Agreement also contains provision ensuring bi-annual (at least) meetings between GAL and CBC, WSCC, RBBC and SCC (as the Councils that are a party to the s106 Agreement) to allow feedback and information sharing (including with the other JLA members) and otherwise ensure a forum for collaboration on matters relevant to the Agreement, DCO and the Airport's relationship with the Councils more generally. The parties have agreed with each other to act reasonably and in good faith to discharge their respective obligations to one another.
- 3.2.1 *This sets important context as to how the relationship and engagement between the parties will exist post-DCO consent (if granted) and which will continue the collaborative relationship the parties have held prior to, and independent of, the NRP Application.*
- 3.3 Relatedly, Schedule 9 to the Agreement prescribes the **fee arrangements** which have been agreed with CBC in respect of its specific resourcing requirements as a result of the NRP which provide for a full-time planning officer to be provided for the agreed period. The Agreement also makes provision for the necessary agreement to be reached with CBC, WSCC, RBBC, SCC, Tandridge District Council, Mole Valley District Council and (if required) Horsham District Council, Mid-Sussex District Council and East Sussex County Council prior to Commencement to allow for full cost recovery on a non-profit/time incurred basis to cover work related to the discharge of requirements.
- 3.3.1 *The parties are satisfied that these obligations secure adequate funding provision for council resourcing in respect of the NRP, such that any alternative requirement, including that proposed by the ExA in respect of a planning performance agreement, is unnecessary in any made DCO.*
- 3.4 Schedule 1 to the Agreement sets out the agreed obligations in respect of **Air Quality** and in particular sets out detailed obligations and financial contributions which GAL is committing to in respect of air quality monitoring and, where national standards on ultrafine particulates at airports have been promulgated in the UK, to fund a research project undertaken by RBBC to quantify or otherwise examine aviation derived ultrafine particulates exposure of residents within a 2km radius of the airport boundary including within the Horley Air Quality Management Area.

Additional agreement has been reached on the form of contents of an Air Quality Action Plan (AQAP) and its subsequent review/update.

3.4.1 *Through the agreement of such terms, the parties confirm that all issues raised/submissions made in relation to Air Quality monitoring and mitigation as a topic area during the examination are resolved to their satisfaction with the exception of the JLAs' submissions on the need for:*

- (i) *Provision for further mitigation to be secured in a new AQ control document which includes forward looking measures and mechanisms to manage air quality impacts in response to changes in air quality standards and/or GAL's future progress toward the implementation of target measures;*
- (ii) *An odour management and monitoring plan requiring GAL to conduct a two stage study (see Part C of [REP8-163]; and*
- (iii) *An Environmentally Managed Growth (EMG) framework -- or other equivalent forms of control secured via DCO Requirements – to oversee/control the airport's operation and growth contingent on the results of the air quality monitoring carried out. Both GAL and the JLAs have made the respective submissions on these points in their closing submissions.*

3.5 Schedule 2 to the Agreement makes provision for certain matters relating to Noise, specifically in relation to potential use of departure noise limit fines, mitigation in respect of aircraft engine testing, and provision for a programme of engagement about noise issues and airspace change at the airport.

3.5.1 *The parties confirm that the terms of the agreement address the representations/submissions made on these specific line items; however, all other issues raised/submissions made in relation to the potential Noise impacts of the Project and the corresponding required mitigation and control (including in relation to the JLAs stated need for an EMG framework and proposed new requirement R2 (control of engine testing) proposed by the ExA in its Schedule of Changes to the DCO on 14 August 2024) remain not agreed and the parties defer to their respective submissions made on such matters in the examination.*

3.6 Schedule 3 to the Agreement makes provision for various **Surface Access** matters complementary to the Surface Access Commitments (secured pursuant to requirement 20 of the draft DCO), including provision for the Gatwick Area Transport Forum, the Transport Forum Steering Group, the Transport Mitigation Fund (TMF) and the TMF Decision Group. It also makes provision for restrictions on use of the Povey Cross access to the Airport and detailed provision in respect of off airport-parking support contributions (to assist with the relevant authorities' control and enforcement in respect of unauthorised off-airport car parking).

3.6.1 *Through the agreement of such terms, together with the imposition of a parking cap under the draft DCO (and correlative restriction on any permitted development rights in respect of car parking) and revisions made to the ES Appendix 5.4.1: Surface Access Commitments (Doc ref. 5.3) (the SACs) to secure mitigation in the form of active travel contributions), the parties confirm that all substantive issues raised/submissions made in relation to mitigation requested by the JLAs necessary in respect of surface access as a topic area have been adequately addressed save in relation to:*

- (a) *areas of disagreement on points in the SACs and the Outline Construction Traffic Management Plan [REP7-027];*

- (b) *Some discrete forms of mitigation which the JLAs consider should be delivered by GAL through the SACs or DCO Requirements; and*
 - (c) *The JLAs stated need for an EMG framework - or other equivalent forms of control secured via DCO Requirements – to oversee/control the airport's operation and growth contingent on meeting the mode share commitments specified in the SACs.*
- 3.6.2 *In respect of these issues, the parties defer to their respective submissions made on such matters in the examination, including at Deadline 9.*
- 3.7 Schedule 4 to the Agreement sets out the agreed provision in respect of the **London Gatwick Community Fund**, including the arrangements with the relevant Community Foundations for administering the fund and review, monitoring and reporting mechanisms in their respect.
 - 3.7.1 *Through the agreement of such terms, the parties agree that all issues raised/submissions made in relation to the terms of the Community Fund during the examination have been adequately addressed. For the avoidance of doubt, all parties agree that provision for the Community Fund is most appropriately contained within this Section 106 Agreement, rather than separately through a requirement to the draft DCO.*
- 3.8 Schedule 5 to the Agreement makes provision for various matters relating to **Employment, Skills and Business Strategy (ESBS)**, including securing provision of the ESBS Fund, Implementation Plans and the related Steering Group.
 - 3.8.1 *Through the agreement of such terms, the parties agree that all issues raised/submissions made in relation to Employment, Skills and Business elements of the socio-economics topic area during the examination have been adequately addressed. For the avoidance of doubt, all parties agree that provision for the ESBS is most appropriately contained within this Section 106 Agreement, rather than separately through a requirement to the draft DCO.*
- 3.9 Schedule 6 to the Agreement makes provision for **Biodiversity and Landscaping** specific financial contributions, specifically towards the Gatwick Greenspace Partnership and Landscape and Ecology Enhancement Fund (including an associated Ecologist to be employed in respect of distribution of the fund).
 - 3.9.1 *Through the agreement of such terms, together with the draft DCO requirements and associated control documents, the parties confirm that all issues raised/submissions made in relation to these elements of Biodiversity and Landscaping mitigation during the examination have been adequately addressed. The JLAs consider that the net loss of 3.12ha of woodland remains an outstanding negative factor for which no redress has been made.*
- 3.10 Schedule 7 to the Agreement sets out the agreed provision in relation to the mitigation of **Health** impacts and, in particular, secures the Hardship Fund and its associated regulation and the sharing of information.
 - 3.10.1 *Through the agreement of such terms, the parties confirm that all issues raised/submissions made in relation to the mitigation of Health impacts during the examination have been adequately addressed.*
- 3.11 Schedule 8 to the Agreement sets out the agreed provision in respect of the **Homeless Prevention Fund**.

3.11.1 *Through the agreement of such terms, the parties confirm that all issues raised/submissions made in relation to the mitigation of Housing-related impacts of the Project have been adequately addressed.*

4 CONCLUSION

- 4.1 GAL and the JLAs have prepared this statement not to summarise the terms of the Agreement, but to clarify its effect on the submissions made by the parties into the Examination in respect of its contents and to seek to remove any residual ambiguity as to which issues relating to those topic areas remain not agreed between the parties.
- 4.2 As a result, mainly, of the residual areas of disagreement identified above, the JLAs are not in a position where they can positively support the Project in its current form, or otherwise confirm that all necessary mitigation to address its impacts are in place. Both parties have 'agreed to disagree' on those residual matters and are content for the ExA to recommend and the SoS to determine as they consider appropriate based on the respective submissions put forward in their respect.
- 4.3 However, the Agreement and the above serves to demonstrate the wide extent of the agreement that has been reached between the parties to resolve a significant proportion of matters that had otherwise been outstanding and which it is considered reflects positively on the endeavours and willing that the parties have shown in these areas. The parties did not wish those efforts and that progress to otherwise be lost and not acknowledged purely as a result of those residual outstanding areas that otherwise preclude wholesale agreement.