

PROPOSED OBLIGATIONS FOR GENERATION 1 SECTION 106 AGREEMENT
The Fourth Schedule (Obligations entered into by STAL with UDC)

Obligation	Existing Agreement	Proposed Change	Reason
Part 1 – Obligations relating to Air Noise	1. To use its best endeavours to procure the consent of DfT as soon as is reasonably practicable after the Date of Grant to enable STAL to carry out the consultation on the noise insulation grants schemes approved by DfT in relation to both 8 mppa and 15mppa on behalf of DfT.	Delete.	Replaced by The Future of Air Transport White Paper.
	2. Within 3 months of obtaining the consent referred to in paragraph 1 of this Part to carry out such consultation on behalf of DfT and to report the results of such consultation to both DfT and UDC within one (1) month of the results being available to STAL.	Delete.	Replaced by The Future of Air Transport White Paper.
	3. As soon as is reasonably practicable after the Date of Grant to request DfT to design or procure the design of a statutory scheme for noise insulation relevant to the Development and to request DfT to introduce such scheme.	Delete.	Replaced by The Future of Air Transport White Paper.
	4. Forthwith upon DfT introducing a statutory scheme pursuant to paragraph 3 of this Part for noise insulation to implement such scheme and to make sufficient funds available for that purpose.	Delete.	Replaced by The Future of Air Transport White Paper.
	5. In the event that there shall be	Delete.	Replaced by The Future of Air Transport

	<p>surplus funds after the statutory scheme for noise insulation referred to in paragraph 3 of this Part has been implemented to apply such funds in the provision of noise insulation for such schools and other community buildings within the area of the statutory scheme as shall be agreed with UDC as soon as is reasonably practicable</p>		White Paper.
	<p>6. From the Opening Date:- 6.1. To limit the number of aircraft movements between the hours of 23.30 and 05.59 to 7000 during the summer season in any year and to 5000 during the winter season in any year (such periods being defined by DfT) or such other number or pursuant to such other controls as shall from time to time be specified by DfT (excluding aircraft movements which are exempt from the Night Time Restrictions) including such provisions for seasonal flexibility as are existing at the date of this agreement or as may be specified from time to time by DfT;</p>	Delete.	Replaced by new Night Flying Restrictions introduced by Secretary of State.
	<p>6.2. Not to schedule aircraft of a type which has noise certification levels of 8 or 16 Quota Count Points under the Night Time Restrictions to take off or land between 23.00 and 06.59;</p>	Delete.	Replaced by new Night Flying Restrictions introduced by Secretary of State.
	<p>6.3. To use all reasonable endeavours to</p>	Delete.	Replaced by new Night Flying Restrictions

	secure a total voluntary ban on aircraft of a type which has noise certification levels of 4 Quota Count Points under the Night Time Restrictions taking off or landing between 23.30 and 05.59.		introduced by Secretary of State.
	7. From the date of this agreement not to seek any relaxation of the night flight restrictions currently in force for the night period of 23.00 – 06.59 or for the night quota period of 23.30 – 05.59.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	8. During the continuance of this agreement to draw the attention of the Government to the obligation on the part of STAL contained in paragraph 7 of this Part in any consultations regarding night flight restrictions.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	9. From the Implementation Date to use all reasonable endeavours to work with the Flight Operations Committee to adopt operational procedures and practices aimed at achieving ongoing improvements in the levels of and the minimisation of the impact of air noise including:-	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	9.1. The avoidance of the use of reverse thrust between 23.00 – 06.59 consistent with flight safety;	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	9.2. The prevention of the use of visual approaches by in-coming aircraft except in the event of an emergency or necessity;	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	9.3. The use of Continuous Descent	Include in G1 Agreement – no need to	Still appropriate.

	Approaches wherever possible consistent with flight safety;	change the drafting of 15+ Agreement.	
	9.4. The monitoring of the performance of airlines against the Noise from Arriving Aircraft an Industry Code of Practice published by the Department of Transport Local Government and the Regions in September 2001 and any revisions or replacements thereof;	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	9.5. To regularly review Codes of Practice from time to time published by DfT with NATS.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	10. From the date of this agreement to maintain and enhance to the extent that it is lawful for STAL to do so the existing voluntary incentives and controls to reduce aircraft noise and to use all reasonable endeavours to reduce aircraft noise further in both the daytime and night time periods by introducing additional incentives and controls when it is possible and lawful to do so and in particular (but without prejudice to the generality of the foregoing) to review charges with the object of enhancing incentives to the extent that it is lawful for STAL to do to reduce the use of aircraft having a certified noise performance which falls within 5 EPNdB of Chapter 3 limits as defined in the International Civil Aviation Organisation Annex 16 Volume 1 Chapter 3 by April 2004.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	11. From the Implementation Date	From Date of Grant unless paid directly to	Bring up to date.

	unless paid directly to the Trust to pay UDC for UDC to pay to the Trust the amount of any penalties received by STAL for off-track flying such payments to be made to UDC as specified in this paragraph on each anniversary of the Implementation to be accompanied by a statement setting out details of all penalties received during the preceding 12 months.	the Trust to pay UDC for UDC to pay to the Trust the amount of any penalties received by STAL for off-track flying such payments to be made to UDC as specified in this paragraph on each anniversary of Date of Grant to be accompanied by a statement setting out details of all penalties received during the preceding 12 months.	
	12. Upon request by UDC to give UDC access to records of STAL relating to penalties referred to in paragraph 11 of this part of this Schedule for the purposes of audit by UDC only.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	13. Within 12 months of the Implementation Date to review the procedures practices and processes of the FEU and to report the results of such reviews to UDC and thereafter to report on the activities of the FEU within the Sustainability Report.	Delete.	Discharged.
	14. To take all reasonable and proportionate steps to implement any improvements identified by the review referred to in paragraph 13 of this Part and the Sustainability Reports as soon as is reasonably practicable after such improvements shall have been identified.	Delete.	Discharged.
	New.	Upon the Airport serving 35mppa undertake a review of the boundary of the extant Stansted Airport Noise Insulation Programme and extend the scheme as necessary as a result of the review.	To provide reassurance to the local community.

<p>Part 2 – Obligations relating to ground noise</p>	<p>1. To submit an application for planning permission for the ground run facility within 12 months of the Date of Grant and to use all reasonable endeavours to procure the grant of planning permission.</p>	<p>Delete.</p>	<p>Discharged.</p>
	<p>2. Construct a ground run facility comprising approximately 3500 square metres of pavement and noise wall for the routine ground running of engines for maintenance and testing.</p>	<p>Delete.</p>	<p>Discharged.</p>
	<p>3. Ensure that the ground running of aircraft engines for the purposes of testing is carried out within the ground run facilities except in exceptional circumstances including cases of necessity.</p>	<p>Include in G1 Agreement – no need to change the drafting of 15+ Agreement.</p>	<p>Still appropriate.</p>
	<p>4. By 30th September 2005 to produce a Stansted Ground Noise Management Strategy in consultation with UDC and airlines and those representing local communities adjoining the Airport Boundary to identify measures to minimise the effects of ground noise.</p>	<p>Delete.</p>	<p>Discharged.</p>
	<p>5. To review the Stansted Ground Noise Management Strategy not less frequently than once in every 5 years.</p>	<p>To review the Stansted Ground Noise Management Strategy in 2010 and 2015</p>	<p>Bring up to date.</p>
	<p>6. To use all reasonable endeavours to implement the Stansted Ground Noise Management Strategy as soon as shall be reasonably practicable after the same shall have been produced and to implement any revisions thereto as soon as shall be reasonably practicable after such revision.</p>	<p>To use all reasonable endeavours to implement the Stansted Ground Noise Management Strategy and to implement any revisions thereto as soon as shall be reasonably practicable after such revision.</p>	<p>Bring up to date.</p>
	<p>7. To report on progress against the</p>	<p>To report on progress against the Strategy</p>	<p>Bring up to date.</p>

	Strategy from time to time in the Sustainability Report.	from time to time in the Corporate Governance Report.	
	8. From the Implementation Date not to permit any cargo aircraft movements using the aircrafts owner power upon Echo Apron between the hours of 23.30 and 05.59 save for in cases of emergency or necessity.	From Date of Grant not to permit any cargo aircraft movements using the aircrafts owner power upon Echo Apron between the hours of 23.30 and 05.59 save for in cases of emergency or necessity.	Bring up to date.
	9. From the Implementation Date not to permit the use of Auxiliary Power Units on Echo Apron between 23.30 and 05.59 except for:	From Date of Grant not to permit the use of Auxiliary Power Units on Echo Apron between 23.30 and 05.59 except for:	Bring up to date.
	9.1 Up to 10 minutes for any aircraft arriving on an Echo Apron stand after 23.30;	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	9.2 Up to 60 minutes by any aircraft departing from an Echo Apron Stand after 05.59;	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	9.3 Cases of emergency or necessity.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
Part 3 – Obligations relating to Air Quality	1. STAL shall until 2010 monitor air quality in the vicinity of the Airport in the following terms:	STAL shall until 2015 monitor air quality in the vicinity of the Airport in the following terms:	Bring up to date.
	1.1 continuous monitoring of oxides of nitrogen and fine particulate matter (PM ₁₀) at a fixed site to be agreed with UDC such monitoring to be conducted for a period of three months agreed with UDC in each year until 2005, and throughout each year thereafter;	continuous monitoring of oxides of nitrogen and fine particulate matter (PM ₁₀) at the two fixed sites agreed with UDC such monitoring to be conducted for a period of three months agreed with UDC in each year until 2005, and throughout each year thereafter;	Bring up to date
	1.2 diffusion tube monitoring of nitrogen dioxide levels;	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	1.3 provide to UDC annually a summary of the results;	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.

	1.4 submit to UDC schemes of appropriate and proportionate measures to mitigate the significant effects arising from the Development should any exceedances be identified;	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	1.5 undertake any works identified as a result of paragraph 1.4.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	2. STAL shall make the results of its obligations available to UDC within 28 days.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	3. STAL shall: 3.1 undertake and produce in 2006 a revised Airport emissions inventory for oxides of nitrogen and fine particulate matter (PM ₁₀);	undertake and produce in 2010 a revised Airport emissions inventory for oxides of nitrogen and fine particulate matter (PM ₁₀);	Bring up to date.
	3.2 undertake and produce in 2006 predictive dispersion modelling of nitrogen dioxide levels and fine particulate matter (PM ₁₀) levels anticipated in 2010;	undertake and produce in 2010 predictive dispersion modelling of nitrogen dioxide levels and fine particulate matter (PM ₁₀) levels anticipated in 2015;	Bring up to date.
	3.3 make the final report of the emissions inventory and the dispersion modelling available to UDC by 31 st December 2006.	make the final report of the emissions inventory and the dispersion modelling available to UDC by 31 st December 2010.	Bring up to date.
	4. STAL shall commission an Odour Study to undertake reasonable and appropriate research on the impact of odour emissions from Stansted Airport on the local area.	STAL shall monitor complaints about odour arising from the Airport.	Bring up to date.
Part 4 – Obligations relating to Surface Access to the Airport	1. From the Implementation Date not to permit the use of any public car parking facilities without charging a levy in respect of such use	From Date of Grant not to permit the use of any public car parking facilities without charging a levy in respect of such use	Bring up to date.
	2. From no later than 12 months after the	From Date of Grant not to permit the use	Bring up to date.

	Implementation Date not to permit the use of any communal use staff car parking facilities without charging a levy in respect of such use in addition to the car park tariff payable in respect of such use	of any communal use staff car parking facilities without charging a levy in respect of such use in addition to the car park tariff payable in respect of such use	
	3. The levies referred to in paragraphs 1 and 2 of this Part shall be not less per transaction than the levies charged during the financial year 2001/2002 and shall be reviewed by STAL in each subsequent financial year taking into account all relevant factors including any increase in the Retail Price Index during the preceding year.	The levies referred to in paragraphs 1 and 2 of this Part shall be not less per transaction than the levies charged during the financial year 2006/2007 and shall be reviewed by STAL in each subsequent financial year taking into account all relevant factors including any increase in the Retail Price Index during the preceding year.	Bring up to date.
	4. The obligations referred to in paragraphs 1 and 2 of this Part shall absolutely cease and determine in the event any levy or tax of whatever nature is raised by UDC or ECC or the highway authority from time to time or by any other person body or authority with authority to do so on vehicles leaving or entering the Airport or on vehicles using the Local Road Network (other than for on-street parking) or using the Airport roads or on-Airport parking facilities	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	5. Without prejudice to the other obligations of STAL hereunder with effect from the Implementation Date to apply the income from the levy referred to in paragraphs 1 and 2 of this Part to finance initiatives in accordance with the SASAS to promote the use by passengers and staff of STAL and	Without prejudice to the other obligations of STAL hereunder with effect from Date of Grant to apply the income from the levy referred to in paragraphs 1 and 2 of this Part to finance initiatives in accordance with the SASAS to promote the use by passengers and staff of STAL and others employed at the Airport of	Bring up to date.

	others employed at the Airport of modes of transport to and from the Airport other than private motor vehicles hackney carriages and private hire vehicles and (in the case of staff of STAL and others employed at the Airport) to encourage and promote car sharing	modes of transport to and from the Airport other than private motor vehicles hackney carriages and private hire vehicles and (in the case of staff of STAL and others employed at the Airport) to encourage and promote car sharing	
	6. To use all reasonable endeavours to achieve a reduction in the number of persons employed at the Airport driving to and from the Airport by private car to no more than 80% of the total of all such persons by 31 st December 2010	To use all reasonable endeavours to achieve a reduction in the number of persons employed at the Airport driving to and from the Airport by private car to no more than 78% of the total of all such persons by 31 st December 2015	In line with EIA expectation.
	7. To commission a study to identify how bus and coach services can contribute to achieving an increase in the percentage of air passengers using public transport to travel to and from the Airport to 37% of all air passengers (excluding transferring air passengers using the Airport solely to transfer between aircraft) by 31 st December 2010	Delete.	Discharged.
	8. To supply the results of the study referred to in paragraph 7 of this Part to UDC by 31 st December 2003	Delete.	See above.
	9. To use all reasonable endeavours to implement the recommendations of the study referred to in paragraph 7 of this Part and to provide funding (in addition to the monies referred to in paragraph 3 of this Part) of up to £1 million from the date of this agreement until 31 st December 2010 towards the	To provide funding (in addition to the monies referred to in paragraph 3 of this part) of £[a sum to be agreed] from Date of Grant towards the marketing of bus and coach services in accordance with the SASAS but not excluding improvements to access to the Airport for pedestrians and cyclists to 2015.	To take account of the TA.

	achievement of this objective to include (but without prejudice to the generality of the foregoing) improvements to access to the Airport for pedestrians and cyclists		
	10. To provide UDC with an updated SASAS by 31 st March 2004 such strategy to include:-	To provide UDC with an updated SASAS by 31 December 2006 such strategy to include:-	Bring up to date.
	10.1. the continuation and enhancement of formal monitoring arrangements to enable the success of the SASAS to be measured and the regular reporting of the outcome of such monitoring to UDC	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	10.2. provision for a two yearly report of the travel patterns of staff employed by STAL and others employed at the Airport and for the outcome of the same to be reported to UDC	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	10.3. the means by which the air passenger mode share to public transport could be increased to 40% beyond 2010 and identification of the extent to which STAL could reasonably and proportionately contribute towards its achievement	the means by which the air passenger mode share to public transport could be increased to 43% at 2015	To take account of the TA.
	10.4. to review and update the SASAS by 31 st December 2005 and to review and update the same at two year intervals thereafter	to review and update the SASAS at two year intervals thereafter	Bring up to date.
	11. Before the Opening Date to implement the SASAS referred to in paragraph 10 of this Part in such form	From Date of Grant to implement the SASAS referred to in paragraph 10 of this Part in such form as shall have been	Bring up to date.

	as shall have been approved by UDC in consultation with the local highway and transportation authorities	approved by UDC in consultation with the local highway and transportation authorities	
	12. To use all reasonable endeavours to encourage those employing more than 50 staff within the Airport to introduce travel plans for those staff to promote the use by such staff of modes of transport to and from the Airport other than private motor vehicles hackney carriages and private hire vehicles and to encourage and promote car sharing	To use all reasonable endeavours to encourage those employing more than 50 staff within the Airport to join the Stansted Airport Site Travel Plan to promote the use by such staff of modes of transport to and from the Airport other than private motor vehicles hackney carriages and private hire vehicles and to encourage and promote car sharing	Bring up to date.
	13. From the Date of Grant to use all reasonable endeavours to secure the retention of an on Airport employee travel scheme (currently known as the Travelcard Scheme) whereby transport operators offer discounted fares to persons employed at the Airport	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	14. To continue to convene the SATF on an annual basis and to convene related working groups reporting back to the SATF at least once every three months or as otherwise directed by SATF from time to time	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	15. To invite: 15.1. the SRA to report to the SATF twice a year with relevant data to allow the SATF and UDC to monitor Airport related rail demand and capacity	To invite: DfT Rail and Network Rail to report to the SATF twice a year with relevant data to allow the SATF and UDC to monitor Airport related rail demand and capacity	Bring up to date.
	15.2. the Highways Agency and Essex CC to report to the SATF twice a year with relevant data to	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.

	enable SATF and UDC to monitor Airport related highway demand and capacity		
Part 5 – Obligations relating to Rail Infrastructure and Train Capacity	All obligations under Part 5.	Delete all.	Replaced by new Condition.
Part 6 – Obligations relating to the Bus and Coach Station at the Airport	All obligations under Part 6.	Delete all.	Discharged.
Part 7 – Obligations relating to Passenger Pick up and Commuter Parking	1. By 30 th April 2004 to provide a suitable area for collection by car of air passengers arriving at the Terminal Building	Delete.	Discharged.
	2. To limit parking in the area referred to in paragraph 1 of this Part to a maximum of 15 minutes per car and to apply penalties for exceeding this period	Delete.	Discharged.
	3. From the date of this agreement to provide adequate car parking in a location convenient to the railway station at the Airport for use by existing rail commuters holding car park season tickets for the Airport at the date of this agreement who continue to renew their car park season tickets and use the railway station at the Airport for the purpose of rail commuting	Delete.	To discourage non-airport car trips.
Part 8 – Obligations relating to Nature Conservation	All obligations under Part 8.	Delete all.	Discharged.
Part 9 – Obligations relating to Landscaping	All obligations under Part 9.	Delete all.	Discharged.
Part 10 – Obligations relating to employment	1. From the Date of Grant:-	From the Date of Grant until 31 December 2015:-	For consistency with Part 11.

	1.1 To maintain and support the Stansted Airport Employment Forum (SAEF);	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	1.2 To arrange meetings of the SAEF at not more than 12 month intervals;	To arrange meetings of the SAEF at least once a year;	For consistency with Part 11.
	1.3 To arrange meetings of the SAEF sub-groups on at least three occasions in each year or as required by SAEF;	To arrange meetings of the SAEF sub-groups as required by SAEF;	Amend in line with experience.
	1.4 Until 31st December 2009 to commit the total sum of £350,000 to initiatives to support training and employment initiatives ratified by SAEF such sum to be paid by instalments as specified by SAEF;	Until 31st December 2015 to commit £ [sum to be agreed] for initiatives to support training and employment initiatives ratified by SAEF such sum to be paid by instalments as specified by SAEF;	Bring up to date.
	1.5 To review the Stansted Training Employment Strategy no later than 2006 and every four years thereafter and to annually present a report on progress to the SAEF for ratification;	To review the Stansted Training Employment Strategy no later than 31 December 2010 and again on 31 December 2014 and to annually present a report on progress to the SAEF for ratification;	Bring up to date.
	1.6 To provide guidance to the SAEF to assist in advising employers of best practice in the formulation and implementation of travel plans.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	2. Not less than once in every five years from the date of this agreement to undertake an employment survey of on-airport employment and to present the results thereof to UDC SAEF and SABF.	In May 2008 and not less than once in every five years there after undertake an employment survey of on-airport employment and to present the results thereof to UDC SAEF and SABF.	Bring up to date.

Part 11 – Obligations relating to economic performance	1. From the Date of Grant until 31 st December 2009:-	From the Date of Grant until 31 st December 2015:-	Bring up to date.
	1.1. To maintain the SABF	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	1.2. To maintain sub-groups to support the SABF as constituted by the SABF from time to time	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	1.3. To arrange for meetings of the SABF to be held not less than twice a year and meetings of the sub-groups to be held not less than three times a year or as required by the SABF	To arrange for meetings of the SABF at least once a year and meetings of the sub-groups as required by the SABF	For consistency with Part 10.
	1.4. To support and facilitate an annual “Meet the Buyers” event to provide opportunities for suppliers within an area or areas specified by the SABF to supply goods and services either as primary or secondary suppliers to on-Airport businesses	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
	1.5. In conjunction with the SABF to use all reasonable endeavours to identify and implement opportunities to support regeneration inward investment and tourism	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
Part 12 – Obligations relating to affordable housing	1. Before the Opening Date		
	1.1 To establish a fund for the provision of an affordable housing scheme to make available through a Registered Social Landlord social rented	Delete.	Discharged. Not considered necessary for G1.

	accommodation and assisted home ownership equity loans within the area shown edged in blue on the Plan 2;		
	1.2 Unless paid directly to the fund referred to in paragraph 1.1 of this part to pay to UDC the sum of £2.2 million to be paid by UDC to the said fund at such time or times as UDC shall require.	Delete.	See above.
Part 13 – Obligations relating to the community	1. As soon as is reasonably practicable after the Implementation Date to establish the Trust with the objects and upon the terms substantially as set out in the Trust Deed and to use all reasonable endeavours to procure the registration of the same with the Charity Commissioners as a registered charity	Delete.	Discharged.
	2. To procure the appointment of the first trustees of the Trust to manage and control the same in accordance with the provisions of the Trust Deed	Delete.	Discharged.
	3. To pay to the Trust by way of covenant from taxed earnings the sum of £700,000 by seven equal instalments (increased as appropriate in accordance with clause 6.5) the first payment to be made within 3 months of the Trust becoming registered as a charity with the Charity Commissioners and thereafter on each anniversary of the first payment or as otherwise agreed	To pay to the Trust by way of covenant from taxed earnings the sum of £900,000 by nine equal instalments - the first payment to be made in September 2007 and thereafter on each anniversary of the first payment or as otherwise agreed with the Trustees.	Bring up to date.

	with the Trustees.		
Part 14 – Obligations relating to visitors and archaeological resources	1. Subject to the necessary consents being obtained to provide a visitors centre and aircraft viewing facility comprising of between 1000 and 1500 square feet gross external area with viewing facilities an office lecture room resource centre and reasonable support facilities including parking and suitable forms of access at a suitable location on the north side of the Airport with clear views of the airfield	Delete.	Will have been discharged.
	2. To submit an application for planning permission for the visitors centre referred to in paragraph 1 of this Part within 12 months of the date of this agreement and to use all reasonable endeavours to procure the grant of planning permission and all other necessary consents as soon as is reasonably practicable thereafter	Delete.	Will have been discharged.
	3. Not to permit the terminal extension at the Airport authorised by the Permission to be open for use by the public until paragraph 1 of this Part shall have been complied with	Not to permit the terminal extension at the Airport authorised by the Permission to be open for use by the public until a visitors centre and aircraft viewing area with reasonable support facilities as been provided on the north side of the Airport with clear views of the airfield.	Bring up to date.
	4. Prior to the Opening Date to pay to UDC the sum of £32000 for the provision of a store for archaeological finds either in the vicinity of the visitor centre or at such other location as UDC shall determine	Delete.	Discharged. Sum has been included in lottery bid for a new archaeological centre and museum in Saffron Walden. The proposed G1 development does not bring about a need for any additional archaeological storage over and above that provided for by 15+.

	5. From the Implementation Date to make all archaeological finds discovered during the works authorised by the Permission available to the Saffron Walden Museum for inspection and (if so requested by UDC in consultation with the Museum) permanent or temporary display	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
Part 15 – Obligations relating to design and construction	To use all reasonable endeavours to ensure that the construction practices used in carrying out the Development and the selection of suppliers for goods and services are environmentally responsible and sustainable in accordance with STAL's construction and engineering procurement practices from time to time in force details of which are outlined at Schedule 7.	Include in G1 Agreement – no need to change the drafting of 15+ Agreement.	Still appropriate.
Part 16 – Obligations relating to Waste Management	All obligations under Part 16.	Delete all.	Replaced by new Condition.
Part 17 – Obligations relating to Energy	1. By 30 th September 2004 to develop an Airport Energy Management Strategy to identify reasonable appropriate and proportionate initiatives to increase energy efficiency at the Airport and to submit such strategy to UDC for approval.	Delete.	Replaced by new Condition.
	2. As its own expense and as soon as is reasonably practicable after 30 th September 2004 to implement the strategy referred to in paragraph 1 of this Part as approved by UDC.	Delete.	Replaced by new Condition.
Part 18 –	1. Before 31 st December 2005 and	In 2010 and 2015 to commission studies	Bring up to date.

<p>Obligations relating to monitoring</p>	<p>again before 31st December 2009 to commission studies of the impact of the Development upon the area in which the Airport is situated to include the effect upon air noise contours ground noise measurements air quality traffic flows transport mode shares employment levels pattern of the places of residence of persons employed at the Airport visual impact waste water and energy and to submit the same to UDC as soon as is reasonably practicable after the same shall have been completed.</p>	<p>of the impact of the Development upon the area in which the Airport is situated to include the effect upon air noise contours ground noise measurements air quality traffic flows transport mode shares employment levels pattern of the places of residence of persons employed at the Airport visual impact waste water and energy and to submit the same to UDC as soon as is reasonably practicable after the same shall have been completed.</p>	
	<p>From the implementation date to publish once in each year a Sustainability Report audited by a registered environmental impact assessor who is a member of the Institute of Environmental Assessment.</p>	<p>From Date of Grant to publish once in each year a Corporate Responsibility Report audited by a registered environmental impact assessor who is a member of the Institute of Environmental Assessment.</p>	<p>Bring up to date.</p>
	<p>3. Save for where mitigation measures are specifically required by other parts of this agreement to use all reasonable endeavours to implement any reasonable and proportionate measures to mitigate any adverse effects of the Development upon the environment identified by the studies referred to in paragraph 1 of this Part or the reports referred to in paragraph 2 of this Part.</p>	<p>Include in G1 Agreement – no need to change the drafting of 15+ Agreement.</p>	<p>Still appropriate.</p>
<p>Part 19 – Obligations relating to health</p>	<p>All obligations under Part 19</p>	<p>Delete all.</p>	<p>No significant health impacts identified by HIA.</p>
<p>Third Party Risk</p>	<p>New.</p>	<p>New obligation for a Vortex Management</p>	<p>To mitigate for predicted additional</p>

		Scheme to be drafted by BAA and proposed to UDC.	impact.
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The Fifth Schedule (Obligations entered into by STAL with ECC & UDC)

Obligation	Existing Agreement	Proposed Change	Reason for Change
M11 Slips	1. Not to implement the Development prior to entering into agreements with the Highways Agency pursuant to s.278 Highways Act 1980 in such form as the Highways Agency shall reasonably require for the construction upon Highway Agency Land of:- 1.1. A direct link from the southbound off slip road of the M11 junction 8 to Thremhall Avenue 1.2. A direct link from the eastbound off slip road of the A120/M11 -Stansted slip roads to Round Coppice Road at Priory Wood Roundabout	Delete.	Discharged. Will be completed by 31 December 2006.
	2. The link roads referred to in paragraph 1 of this Schedule shall be in place and ready to be open to traffic no later than 31 st December 2006	Delete.	See above.
Traffic Surveys	3. Within twelve (12) months of the Date of Grant	Delete.	To be replaced by new Condition.
	3.1. To develop and submit to the Highways Agency ECC and	Delete.	To be replaced by new Condition.

	<p>UDC for approval a scheme to monitor the impact of the Development on Highway Agency and Airport Roads (to include traffic loop detectors or equivalent devices as necessary) at:-</p> <p>3.1.1. The junction of the M11 Junction 8 Roundabout and the slip roads connecting the M11 with the Airport</p> <p>3.1.2. Priory Wood roundabout</p> <p>3.1.3. The eastern access to the Airport from the A120 at the junction outside the mid-stay car park shown on Plan 1</p> <p>3.1.4. Bassingbourn roundabout</p>		
	<p>3.2. To implement the scheme as approved by the Highways Agency ECC and UDC within six (6) months of the opening of the A 120 Stansted to Braintree</p>	Delete.	To be replaced by new Condition.
	<p>3.3. To report the data gathered by the scheme to ECC and UDC</p>	Delete.	To be replaced by new Condition.
	<p>4. Within 12 months of the Date of Grant:-</p>	Delete.	To be replaced by new Condition.
	<p>4.1. To develop a scheme to monitor the impact of the Development on the Local Road Network and to submit such scheme to ECC and UDC for approval which approval shall not be unreasonably withheld or delayed</p>	Delete.	To be replaced by new Condition.

	4.2. To implement the scheme referred to in paragraph 4.1. of this Part within six (6) months of the opening of the A 120 Stansted to Braintree	Delete.	To be replaced by new Condition.
	4.3. To report the data gathered by the scheme to ECC and UDC	Delete.	To be replaced by new Condition.
	5. Based upon the data produced by the scheme referred to in paragraph 4. of this schedule to identify with ECC and UDC traffic problems within the Local Road Network which are directly attributable to the Development	Delete.	To be replaced by new Condition.
	6. To propose to ECC for approval practical measures to ameliorate the effects of traffic problems identified pursuant to the monitoring scheme referred to in paragraph 4. of this Schedule	Delete.	To be replaced by new Condition.
	7. Should highway works be required to ameliorate traffic problems identified pursuant to the monitoring scheme referred to in paragraph 4 of this Schedule to enter into agreements with ECC or HCC pursuant to s.278 Highways Act 1980 to enable STAL to implement or procure the implementation of such highway works providing that the total cost thereof does not exceed £2 million or if ECC or HCC shall so require to pay to ECC or HCC at such time or times as ECC or HCC shall jointly stipulate such sum or sums not exceeding £2 million to enable ECC or HCC to	Should highway works be required to ameliorate traffic problems identified pursuant to the monitoring scheme referred to in Condition XXXX to enter into agreements with ECC or HCC pursuant to s.278 Highways Act 1980 to enable STAL to implement or procure the implementation of such highway works providing that the total cost thereof does not exceed a sum to be agreed or if ECC or HCC shall so require to pay to ECC or HCC at such time or times as ECC or HCC shall jointly stipulate such sum or sums to be agreed to enable ECC or HCC to carry out such works.	Still appropriate. Money unspent.

	carry out such works		
Little Hadham Lights	8. Not to implement the Permission until STAL shall have entered into an agreement pursuant to s.278 Highways Act 1980 or a Memorandum of Understanding with Hertfordshire County Council to carry out works of improvement to the signal controls at the junction of the A120 with unclassified roads at Little Hadham	Delete.	Discharged.
Off Airport Parking on the highway	9. Within six (6) months of the Date of Grant to carry out or procure studies of the incidence of air passengers parking motor vehicles on the public highway within five miles of the Airport Boundary but excluding the Airport and to report the results of such studies to ECC and UDC as soon as reasonably practicable	Delete.	Discharged.
	10. To pay to ECC upon request a contribution of up to £50,000 to ameliorate any problems with off-Airport parking which may be identified as a result of the studies referred to in paragraph 9 of this schedule including (but without prejudice to the generality of the foregoing) the costs of introducing local residents only parking zones	To pay to ECC upon request a contribution of £[sum to be agreed] to ameliorate any problems with off-Airport parking which may be identified as a result of previous studies including (but without prejudice to the generality of the foregoing) the costs of introducing local residents only parking zones	Still appropriate. Money unspent.
Real Time Bus Information	11. From the date it is open for use by the public to provide the bus and coach station referred to in Schedule 4 Part 6 with a real time information system compatible with ECC's public transport information system and to	Delete.	Will have been discharged.

	maintain the same connected to ECC's public transport information system in full working order		
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The Sixth Schedule (The Draft Trust Deed)

This is no longer required.

The Seventh Schedule (Environmental construction and engineering procurement policies)

This may need to be revised in the light of changes to BAA's Sustainable Development Policy.