

- 14 You are advised that policy H7 of the Replacement Unitary Development Plan 2006 encourages all new housing developments to be accessible to all and to meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5214) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

- the provision of education needs arising in the London Borough of Camden
- 2.10 "the Employment Contribution" the sum of £ 77,500 (seventy seven thousand five hundred pounds) to be paid by the Owner or Applicant to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards local training and employment initiatives in the London Borough of Camden
- 2.11 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.12 "Kings Cross Construction" from time to time shall be as follows: Kings Cross Construction Training Centre, Kings Cross Freight Depot, York Way, London, N1 0UZ
- 2.13 "the Legible London Contribution" the sum of £20,000 (twenty thousand pounds) to be paid by the Owner or Applicant to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of new pedestrian signage as part of the Legible London Initiative
- 2.14 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.15 "the Parties" mean the Council the Owner the Mortgagee and the Applicant
- 2.16 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 7 July 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/3759/P subject to conclusion of this Agreement
- 2.17 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.18 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.19 "the Property" the land known as 61 - 62 Lincoln's Inn Fields, (Incorporating 36 - 38 Kingsway & 40 - 42 Kingsway) London, WC2A 3PX the same as shown shaded grey on the plan annexed hereto but excluding the areas outlined in red on Plans 2A, 2B and 2C annexed hereto
- 2.20 "the Public Open Space Contribution" the sum of £7,515 (seven thousand five hundred and fifteen pounds) to be paid by the Owner or Applicant to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of

and maintenance of public open space in the vicinity of the Development

2.21 "the Renewable Energy Plan

a post construction review setting out the measures that have been adopted by the Owner and/or the Applicant in the construction and will be adopted in the management of the Development with a view to reducing carbon energy emissions by at least 20% by using renewable energy methods

2.22 "Residents Parking Bay"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.23 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.24 "the Service Management Plan"

a plan setting out a package of measures to be adopted by the Owner and/or Applicant and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;

- (b) details of the person/s responsible for directing and receiving deliveries to the Property
- (c) measures to avoid a number of delivery vehicles arriving at the same time
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the site;
- (g) measures taken to ensure pedestrian management and public safety during servicing
- (h) measures taken to address servicing movements on and around the site with a view inter alia to combining and/or reducing servicing and minimise the demand for the same
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (j) statement setting out how pedestrian and highway safety will be maintained during servicing movements;

(k) details of arrangements for refuse storage and servicing; and

(l) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time and further detailed in Schedule 3

2.25 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good or Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and at least Level 3 of the Code for Sustainable Buildings attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

NOW THIS DEED WITNESSETH as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner and Applicant as provided herein and against any person deriving title to any part of the Property from the Owner

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 The provisions at clauses 4.1, 4.2, 4.5, and 4.6 shall not be enforceable against the owner occupiers of the individual residential units constructed pursuant to the Development.
- 3.6 It is hereby agreed between the Parties that save for the obligations contained in clauses save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner and Applicant upon the Implementation Date.
- 3.7 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.8 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER AND APPLICANT**

The Owner and Applicant hereby covenant with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner and Applicant acknowledge and agree that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner and Applicant shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.2 SERVICE MANAGEMENT PLAN

4.2.1 Prior to the Implementation Date to submit to the Council the Service Management Plan for approval.

4.2.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.2.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Commercial Element at any time when the Commercial Element is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Commercial Element otherwise than in strict accordance with the requirements of the Service Management Plan.

4.3 SUSTAINABILITY PLAN

4.3.1 On or prior to Occupation to submit to the Council for approval the Sustainability Plan.

- 4.3.2 Not to Occupy or permit Occupation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.3.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.3.4 Following the Occupation Date the Owner and Applicant shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.4 RENEWABLE ENERGY PLAN

- 4.4.1 On or prior to Occupation to submit to the Council for approval the Renewable Energy Plan.
- 4.4.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.4.3 Following the Occupation Date the Owner and Applicant shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being operated in strict accordance with the Renewable Energy Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy Plan.

4.5 LOCAL PROCUREMENT

- 4.5.1 The Owner and Applicant hereby covenant with the Council as follows:-
 - (a) Prior to Implementation to agree a programme both during the Construction Phase and subsequent to Occupation to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's local

procurement code ("the Local Procurement Code") annexed at the Fourth Schedule hereto.

- (b) Prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team ("the Local Procurement Team") at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- (c) To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner and/or Applicant shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.
- (d) To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.6 LOCAL EMPLOYMENT

4.6.1 In carrying out the works comprised in the Construction Phase of the Development the Owner and Applicant shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.

4.6.2 In order to facilitate compliance with the requirements of sub-clause (4.5.1) above the Owner and Applicant shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction and (ii) take the following specific measures:

- (a) that all contractors and sub-contractors ensure that information about all vacancies arising as a result of the construction of the development are notified to King's Cross Construction.

- (b) that King's Cross Construction is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors.
- (c) that King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden.
- (d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers employed during the Construction Phase.
- (e) that the Owner and/or Applicant ensure that all end-use tenants are notified of and encouraged to use the services of the local recruitment agency, Camden Working.

4.6.3 During the Construction Phase the Owner and/or Applicant shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and specifically to use all reasonable endeavours to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction

4.6.4 The Owner and Applicant hereby agrees that it will ensure that during the Construction Phase it will employ one construction trade apprentice for a period of not less than 52 weeks each apprentice to be recruited through Kings Cross Construction and paid at a rate not less than the national minimum wage

4.7 LEGIBLE LONDON CONTRIBUTION

4.7.1 The Owner and/or Applicant hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Legible London Contribution.

4.7.2 The Owner and Applicant hereby covenant with the Council not to Implement or to permit Implementation until such time as the Council has received the Legible London Contribution.

4.8 PUBLIC OPEN SPACE CONTRIBUTION

4.8.1 The Owner and Applicant hereby covenant with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.8.2 The Owner and Applicant hereby covenant with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.9 EDUCATION CONTRIBUTION

4.9.1 The Owner and Applicant hereby covenant with the Council on or prior to the Implementation Date to pay to the Council the Education Contribution.

4.9.2 The Owner and Applicant hereby covenant with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.10 EMPLOYMENT CONTRIBUTION

4.10.1 The Owner and Applicant hereby covenant with the Council on or prior to the Implementation Date to pay to the Council the Employment Contribution.

4.10.2 The Owner and Applicant hereby covenant with the Council not to Implement or to permit Implementation until such time as the Council has received the Employment Contribution.

4.11 CAR FREE DEVELOPMENT

4.11.1 The Owner and Applicant hereby covenant with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner or Applicant of the Council's policy that

they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.11.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.11.1 above will remain permanently.

4.11.3 On or prior to the Occupation Date the Owner or Applicant shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's or Applicant's opinion are affected by the obligation in Clause 4.11.1 of this Agreement.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner or Applicant shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner or Applicant shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/3759/P the date upon which the Development is ready for Occupation.

5.3 The Owner and Applicant shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner and Applicant shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner and Applicant agree declare and covenant with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein

and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner or Applicant of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 Payment of the contributions pursuant to Clause 4.7, 4.8, 4.9, and 4.10 of this Agreement shall be made by the Owner or Applicant to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the payee.
- 5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/3759/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Applicant agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights,

powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Any act of approval consent agreement confirmation declaration or certification by any party under the terms of this Agreement shall not be unreasonable withheld or delayed.
- 6.7 Neither the Owner the Applicant or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.8 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.9 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before the Implementation Date or is modified (other than by agreement with or at the request of the Parties) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to the Property being bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt the Mortgagee agrees to be bound by the said obligations within this Agreement only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner and Applicant in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed and the Applicant and the Mortgagee have executed this part instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
CANCER RESEARCH UK)
Affixed by Order:-)

.....
Authorised Signatory

EXECUTED as a Deed)
By HSBC BANK PLC)
by MICHAEL HODGES)
in the presence of:-)




.....
TREVOR SAUNDERS

EXECUTED AS A DEED BY)
KINGSWAY LIF HOLDINGS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

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EXECUTED AS A DEED BY AFFIXING)
CANCER RESEARCH UK)

Affixed by Order:-)

In the Presence of)

H.S.K. X)

Authorised Signatory

Co Sec X)

EXECUTED as a Deed)
By HSBC BANK PLC)
by)
in the presence of:-)

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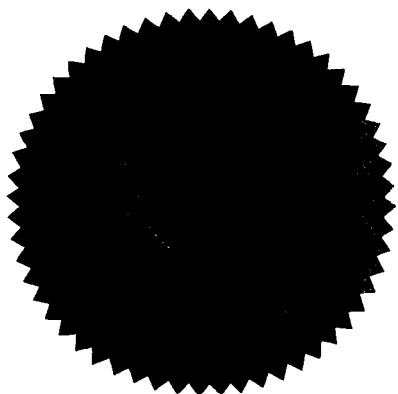
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Director

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acting by a Director and its Secretary)
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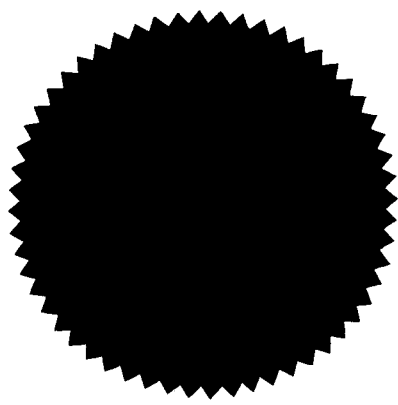
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Director

.....

Director/Secretary

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:)



.....
Authorized Signatory

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirement to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from Site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on Site;
- k) Ensure water suppression is used during demolition operations;
- l) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- m) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect

orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer. Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.

- b) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions.
- c) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- d) An electronic report shall be submitted to the Council every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- e) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase including dust generating activities, and PM10 monitoring.
- b) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- c) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner and/or Applicant that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel saving equipment in vehicles, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) Any other relevant information with regard to traffic and transport.

- v) The Construction Management Plan should also include the following statement:

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE THIRD SCHEDULE Servicing Management Plan

The way a site is serviced can have an impact on transport because it can create obstructions and possible dangerous situations. A SMP is needed to manage how a site is serviced to ensure this does not happen. A SMP outlines how a development will be serviced (e.g. deliveries, collection and arrivals and departures of occupiers, staff, visitors, contractors and other users) with the objective of minimising traffic disruption, avoiding dangerous situations and minimising the impact on local amenity.

A SMP will need to be submitted and approved before any works start on site, and approval should be secured via a Section 106 planning obligation. Details of the SMP will relate to the scale, kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant by the applicant, then specific justification, for each criterion as to why that particular criterion is not relevant, will need to be provided. The SMP should demonstrate that the following has been considered and where necessary the impacts mitigated:

- a) A brief description of the site, surrounding area and development for which the SMP applies.
- b) Location and layout of off-street and on-street servicing bays that will be used to service the site (drawings to be submitted).
- c) Likely frequency and duration of serving movements (including methodology for generating these figures).
- d) The sizes of service vehicles proposed to attend the site, and where each type of service vehicle will stop to service the site.
- e) Swept paths should be provided to ascertain manoeuvring into and out of and within the site.
- f) Delivery vehicles should have a sufficient turning area to be able to both enter and exit the site in a forward gear. This will need to be demonstrated by swept paths.
- g) Nature of goods to be delivered.
- h) Route to and from on-street servicing bays to the building/service access where relevant.
- i) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low

bridges and cumulative affects of construction on the highway, and swept path drawings for any tight manoeuvres on vehicle routes to the site.

- j) Statement setting out how pedestrian and highway safety will be maintained during servicing movements;
- k) Statement setting out how servicing movement to the site can be combined and/or reduced to minimise traffic and service vehicle activity at the site.
- l) A detailed statement outlining how on-site servicing bays will be organised and managed.
- m) If on-street servicing is intended, a detailed statement giving reasons why this is necessary/reasonable and how it is expected to impact on safety and the operation of the public highway.
- n) Details of arrangements for refuse storage and servicing.
- o) How your approach to servicing takes into consideration the cumulative effects of other developments local to your site with regard to traffic and transport.
- p) Evidence and details of consultation on a draft SMP with local residents, businesses, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the SMP should then be amended where appropriate and where not appropriate a reason why will need to be provided. The revised SMP should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- q) Any other relevant information with regard to traffic and transport.
- r) The SMP should also include the following statement:

"The agreed contents of this Servicing Management Plan must be complied with unless otherwise agreed with the Council. The building occupiers shall work with the Council to review this Delivery and Servicing Management Plan from time to time when necessary. Any future revised plan must be approved by the Council and complied with thereafter."