

DATED 5<sup>TH</sup> JANUARY 2015

(1) TRANSPORT FOR LONDON

and

(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**  
relating to land known as

**LAND BOUNDED BY FISHER STREET, CATTON STREET  
AND 8-10 SOUTHAMPTON ROW  
(FORMER SITE OF 1-2 FISHER STREET AND 2-6 (EVEN) CATTON STREET)**

**pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

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CLS/COM/JL/1685.2034  
vFINAL

THIS AGREEMENT is made the 5<sup>th</sup> day of January 2014<sup>5</sup>

**B E T W E E N:**

- i. **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London SW1H 0TL (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL908650.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the Development of the Property was submitted to the Council and validated on 13 March 2013 and the Council resolved on 7 November 2013 to grant permission conditionally under reference number 2013/1477/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

2.5	"Affordable Housing Deferred Contribution"	the sum not exceeding £2,135,900 (two million one hundred and thirty five thousand and nine hundred pounds) indexed in line with the House Price Index from the date of this Agreement to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.6	"the/this Agreement"	this agreement comprising planning obligations made pursuant to Section 106 of the Act
2.7	"Assessment Certified Sum"	shall have the meaning set out in clause 4.2.5 (a) of this Agreement
2.8	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.9	"the Community Facilities Contribution"	the sum of £42,140 (forty two thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property
2.10	"Conservation Area"	the Bloomsbury Conservation Area and the Kingsway Conservation Area
2.11	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the construction of the

or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.12 "the Construction Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

2.13 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.14 "Crossrail Works"

the Crossrail Act 2008 railway works to construct a cross-London rail link and associated railway stations and station improvements between Shenfield and Abbey Wood to the east and Maidenhead and Heathrow Airport to the west;

2.15 "the Development"

the over-site development of the Property pursuant to the Planning Permission for the erection of a part 8/part 9 storey building to provide 22 residential units (Class C3) namely 5

complementary low and zero carbon technologies;

- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Local Development Framework;
- (g) measures to secure a post Construction Phase review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

such repaving has already been completed in connection with the Crossrail ventilation and intervention shaft at the Property and is not damaged by the Development), the removal of two redundant vehicle crossovers and the relocation and/ or removal of street furniture items

2.22 "House Prices Index"

the Land Registry House Prices Index for the London Borough of Camden or, in the event that such index ceases to be published, a comparable index to be agreed between the Parties

2.23 "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 but for the purposes of this Agreement shall not include the Exempted Works and references to "Implementation" and "Implement" shall be construed accordingly

2.24 "King's Cross Construction Skills Centre"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.25 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.26 "the Local Employment and Procurement Plan"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.9 and 4.11 of this Agreement

- 2.33 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.34 "the Planning Permission" a planning permission granted pursuant to the Planning Application for the Development substantially in the draft form annexed hereto at Appendix 2
- 2.35 "the Property" the land bounded by Fisher Street, Catton Street and 8-10 Southampton Row, London WC1 (Former Site Of 1-2 Fisher Street And 2-6 (Even) Catton Street), being part of the Cross London Rail Links the same as shown edged red on the plan annexed hereto at Appendix 3
- 2.36 "the Public Highway" any carriageway footway and/or verge adjoining the Property and maintainable at public expense
- 2.37 "Public Open Space Contribution" the sum of £22,341 (twenty two thousand three hundred and forty one pounds) to be paid by the Owner 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Property

appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.41 "the Training and Employment Contribution"

the sum of £3,000 (three thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the cost of the apprentice placement training and support and mentoring service provided by the King's Cross Construction Skills Centre and to other training and employment support projects in the London Borough of Camden

2.42 "Viability Assessment"

the viability appraisal agreed between the Owner and the Council in November 2013 as part of the Planning Application a summary of which is attached to this agreement at Appendix 1 for reference

2.43 "Viability Certified Sum"

shall have the meaning set out in clause 4.2.5(b) of this Agreement

2.44 "Viability Update Assessment"

an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to be presented in substantially the same form as the Viability Assessment and be based on the same percentage developer's return on market



(iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;

d. any further information the Council acting reasonably requires

2.45 "Viability Update Deficit" a negative figure or figure of zero produced by taking the net residual site value of the Development established by the Viability Update Assessment (such value to be calculated without reference to the Affordable Housing Contribution) and subtracting the Existing Site Value and then subtracting a sum equal to the Affordable Housing Contribution

2.46 "Viability Update Surplus" a positive figure produced by taking the net residual site value of the Development established by the Viability Update Assessment (such value to be calculated without reference to the Affordable Housing Contribution) and subtracting the Existing Site Value and then subtracting a sum equal to the Affordable Housing Contribution

2.47 "Working Day(s)" any day of the week other than Saturday or Sunday or any bank holiday and any other day upon which the Council's offices are closed to the public

3. **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 as provided herein and against any person deriving

The Owner hereby covenants with the Council as follows:-

**4.1 AFFORDABLE HOUSING CONTRIBUTION**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

**4.2 AFFORDABLE HOUSING DEFERRED CONTRIBUTION**

- 4.2.1 The Parties agree that notwithstanding the remaining clauses in 4.2 of this Agreement the Owner may at any time following Implementation pay the Council the Affordable Housing Deferred Contribution (less the Affordable Housing Contribution) in full but nothing in this Agreement shall require the Owner to pay a sum greater than the maximum Affordable Housing Deferred Contribution (less the Affordable Housing Contribution).
- 4.2.2 To submit the Viability Update Assessment to the Council for approval in writing either:-
  - (a) on the date of issue of the Certificate of Practical Completion; or
  - (b) at any time after Implementation ALWAYS PROVIDED the Owner has exchanged on the sales for no less than 11 (eleven) residential units forming part of the Development and provides sufficient information to the Council to evidence the same.
- 4.2.3 Not to complete on the sale of more than 11 (eleven) residential units until such time as the Viability Update Assessment has been submitted to the Council for approval in writing but for the avoidance of doubt nothing in this Agreement shall prevent the Owner from exchanging on the sale of more than 11 (eleven) residential units.

4.2.10 The Owner shall within forty-two (42) days of receipt of the certificate specifying the Viability Certified Sum pay to the Council any Viability Certified Sum which is due.

4.2.11 Not to Occupy or permit Occupation of any more than 15 (fifteen) residential units until such time as the Viability Certified Sum has been paid to the Council.

#### **4.3 CAR FREE**

4.3.1 The Owner hereby covenants 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 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.

4.3.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 above will remain permanently.

4.3.3 On or prior to the Occupation Date the Owner 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 opinion are affected by the Owner's obligation in Clause 4.3.1 of this Agreement.

#### **4.4 COMMUNITY FACILITIES CONTRIBUTION**

4.4.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contributions in full.

#### **4.5 CONSTRUCTION MANAGEMENT PLAN**

- 4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit Occupation (unless otherwise agreed by the Council in writing) until a satisfactory post-completion review has been submitted to and approved by the Council in writing demonstrating that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.7.4 Following the Occupation Date the Owner 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 Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan (as approved by the Council from time to time) unless otherwise agreed by the Council in writing.

#### **4.8 HIGHWAYS WORKS**

- 4.8.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
  - (ii) submit to the Council the Level Plans for approval.
- 4.8.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.8.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.8.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly

possible through the provision of local labour from residents of the London Borough of Camden;

- e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by the Kings Cross Construction Skills Centre and employed during the Construction Phase; and
- f) the provision of an agreed number of work placement opportunities during the Construction Phase of not less than 2 weeks each to be recruited through the Kings Cross Construction Skills Centre.

4.9.3 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase no less than 2 construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the the Kings Cross Construction Skills Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

4.9.4 On or prior to the Implementation Date to pay to the Council the Training and Employment Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Training and Employment Contribution in full.

4.9.5 If the Owner is unable to provide the apprentices in accordance with Clause 4.9.3 of this Agreement for reasons demonstrated to the reasonable satisfaction of the Council it shall:-

- (a) forthwith pay the Council the Additional Training and Employment Contribution (or the relevant proportion thereof in relation to each apprentice place not provided) in full and for the avoidance of doubt the Additional Training and Employment Contribution is to be paid in addition to the Training and Employment Contribution and not in substitution of the same; and

4.11.1 Prior to Implementation to agree a programme with the Council during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code.

4.11.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's 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.

4.11.3 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 shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.11.4 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.

#### **4.12 PEDESTRIAN CYCLIST AND ENVIRONMENTAL CONTRIBUTION**

4.12.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cyclist and Environmental Contribution in full.

4.12.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cyclist and Environmental Contribution in full.

#### **4.13 PUBLIC OPEN SPACE CONTRIBUTION**

4.13.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.13.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

which shall be made available to the Owner upon reasonable request in writing (always provided that such request is not made more than once every financial year).

- 5.2 To give notice to the Owner of its decision to approve or refuse to approve (giving detailed reasons in the event of a refusal) any Viability Update Assessment submitted by the Owner pursuant to this Agreement as soon as reasonably practicable following receipt of such Viability Update Assessment.
- 5.3 To issue to the Owner a certificate specifying the Assessment Certified Sum as soon as reasonably practicable following approval of any Viability Update Assessment.
- 5.4 To issue to the Owner a certificate specifying the Viability Certified Sum as soon as reasonably practicable following approval of any Viability Update Assessment.
- 5.5 To the extent that the Assessment Certified Sum is less than the sum of £5,000 paid in accordance with clause 4.2.4, to refund to the Owner any part of the sum paid in accordance with clause 4.2.4 but not expended by the Council as soon as reasonably practicable following the issue of the certificate specifying the Assessment Certified Sum and in any event within twenty eight Working Days of the issue of such certificate.
- 5.6 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.7 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including where reasonable to notify the Owner of any obligation which the Council considers has been breached and stating what steps the Council considers to be reasonably required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action.
- 5.8 Any financial contribution (or any part thereof) received by the Council pursuant to this Agreement which remain unexpended or uncommitted at the tenth (10th) anniversary of the Occupation Date shall be repaid to the party who made the

- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall provide through its Planning Obligations Monitoring Officer confirmation of compliance and if requested to do so in writing and subject to payment of a fee of £1000 in respect of each such request provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 6.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) 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 plan relates quoting the Planning Permission reference 2013/1477/P.
- 6.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner 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 reference 2013/1477/P 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.
- 6.8 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 Owner.
- 6.9 Any sums referred to in this Agreement as payable or to be applied (for the avoidance of doubt excluding the Affordable Housing Deferred Contribution and the Existing Site Value which are subject to indexation in accordance with the House



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 Permission reference number 2013/1477/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.

- 8.2 This Agreement shall be registered as a Local Land Charge.
- 8.3 The Owner 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.
- 8.4 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.
- 8.5 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.
- 8.6 Neither the Owner 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.

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

*APHS*

.....  
Authorised Signatory



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) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) 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.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

- h) 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) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

#### D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

A commitment from the Owner 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 CO<sub>2</sub> emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, 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.

- 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) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

## **THE THIRD SCHEDULE LOCAL PROCUREMENT CODE**

### **1. INTRODUCTION**

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner/Developer in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated

tender invitation detailing the date and the works package or items concerned;

- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

- Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
  5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
  6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

## **2.2 Actions And Responsibilities of Sub-Contractors**

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract.

**APPENDIX 1**  
**Viability Assessment Summary**

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## REVENUE

Units	Bed	Floor	Ft	£ Sq Ft	Sales	
1	1	1	647	£1,280		£828,073
2	2	1	936	£1,225		£1,146,883
3 2dup		1/2	1192	£1,188		£1,415,506
4 2dup		1/2	1352	£1,272		£1,719,895
5	2	2	913	£1,238		£1,130,414
6	2	2	938	£1,250		£1,171,959
7	1	3	549	£1,340		£735,630
8	1	3	618	£1,340		£827,944
9	2	3	874	£1,254		£1,096,244
10	2	3	898	£1,275		£1,144,178
11	1	4	512	£1,340		£686,588
12	1	4	581	£1,340		£778,902
13	2	4	836	£1,246		£1,041,924
14	2	4	879	£1,257		£1,105,307
15	2	5	836	£1,240		£1,037,500
16	2	5	859	£1,242		£1,066,777
17	2	5	978	£1,299		£1,270,741
18	2	6	718	£1,267		£909,597
19	2	6	723	£1,260		£911,099
20	2	6	843	£1,359		£1,145,169
21	2	7	799	£1,336		£1,066,803
22	3	7/8	2046	£1,558		£3,188,114
			19529			£25,425,247

## Ground Rents

Yield @	22			£395		£8,690
Deferred	6.00%	16.66666667				£144,833
	0.166666667	0.990335519				£143,434
GDV						£25,568,681
Purchaser's Costs		2.58%				
Deduction		£3,608				
Ground Rents		£139,826				

## NDV

£25,565,073

## DEVELOPMENT COSTS

Construction costs						
Residential	28,137	£374		£10,523,238		£8,648,238
MINUS		Site clearance		£1,875,000		
Contingency		0%		£0.00		
Section 106				£212,967		
CIL				£92,630		
Rights of Light				£1,000,000		£305,597
Design Team	12.50%			£1,315,405		£1,000,000
Marketing	2.50%			£635,631		£1,315,405
Sales agent fee	1.50%			£381,379		£635,631
Sales legal fee	0.50%			£127,126		£381,379
Arrangement fee				£120,000		£127,126
NHBC Reg				£26,400		
Void S/C				£17,087		
After Care Service				£50,000		
						£213,487
Total Costs						£12,626,863
Finance	6%			£833,373		
Period	2.2					£833,373
Dev Profit	20%			£5,113,736		£5,113,736
Costs						£18,573,972

Residual Site Value			£6,991,101
Purchaser's Costs	5.50%		£6,626,636
Net Residual Site Value	Say		<u>£7,000,000</u>
Existing Site Value			£6,128,500
Surplus (A/H payment)	Say		£871,500
			£870,000

## Notes:

Net Residual Site Value minus Existing Site Value = Surplus (A/H payment)

**APPENDIX 2**  
**Draft Planning Permission**

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GVA Grimley  
10 Stratton Street  
LONDON  
W1J 8JR

Application Ref: **2013/1477/P**

17 November 2013

Dear Sir/Madam

**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Land bounded by Fisher Street  
Catton Street**

**8-10 Southampton Row. (Former site of 1-2 Fisher Street and 2-6 (even) Catton Street.**

Proposal:

Development of Crossrail site for the erection of a part 8/part 9 storey building to provide 22 residential units (Class C3) namely 5 x 1-bedroom, 14 x 2-bedroom, 2 x 3-bedroom and 1 x 4-bedroom self-contained flats with associated entrances, refuse and cycle storage and substation; alterations to ground floor facade and screening of Crossrail head house building. This application is accompanied by an Environmental Statement.

Drawing Nos: Site location plan; (prefix C123-JUL-A-DDL-CR086\_OD014\_)1-21103 rev P02, 1-21104 rev P02, (prefix C123-JUL-A-DDA-CR086\_OD014\_)1-21200 rev P01, A-21201 rev P01, B-21202 rev P01, C-21203 rev P01, D-21204 rev P01, E-21205 rev P01, F-21206 rev P01, G-21207 rev P01, H-21208 rev P01, I-21209 rev P01, Z-21401 rev P02, (prefix C123-JUL-A-DDC-CR086\_OD014\_)Z-21402 rev P02, Z-21403 rev P02, Z-21404 rev P01, Z-21502 rev P01, (prefix C123-JUL-A-DDB-CR086\_OD014\_)Z-21501 rev P01, Z-21601 rev P01, Z-21602 rev P01, Z-21603 rev P01.

Environmental Statement dated March 2013 Volumes 1 (Main Volume by URS ), 2 (Townscape Heritage and Visual Impact Assessment by Tavemor/AVR London), 3 (Technical Appendices by URS) and Non Technical Summary by URS; Design and Access Statement by HOK Architects March 2013; Planning Statement by GVA dated March 2013; Transport Statement by URS dated March 2013; Sustainability Statement by Jacobs March 2013; Lifetime Homes and Wheelchair Homes Statement by HOK dated July 2013; Energy Statement & Low and Zero Carbon Technology Study by Jacobs dated 31st October 2012;

- 3 The wheelchair adaptable features (3 units in total) and the lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be incorporated in full prior to the first occupation of each residential unit.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

- 4 None of the dwellings hereby permitted shall be occupied until full details of sound insulation and/or mitigation have been submitted to and approved in writing by the local planning authority in respect of the following:

a) a scheme of sound insulation and attenuated ventilation so as to ensure that noise from external sources shall not exceed 30dB(A) LAeq (23:00-07:00 hours) in any bedroom or living room

b) sound mitigation measures to be incorporated to terraces and balconies

The approved measures shall be implemented prior to the first occupation of each dwelling and thereafter maintained.

Reason: In the interests of the amenities of future occupiers of the development and in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Technical specification details of the mechanical plant to be installed within the 8th floor plant area as shown on the approved floor plans, together with an accompanying acoustic report, shall be submitted to and approved by the local planning authority prior to installation of this plant. The plant shall not be operated other than in complete accordance with such measures as may be approved.

Reason: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Noise levels from fixed plant associated with the development at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email [env.health@camden.gov.uk](mailto:env.health@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://www.camden.gov.uk/pollution)) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

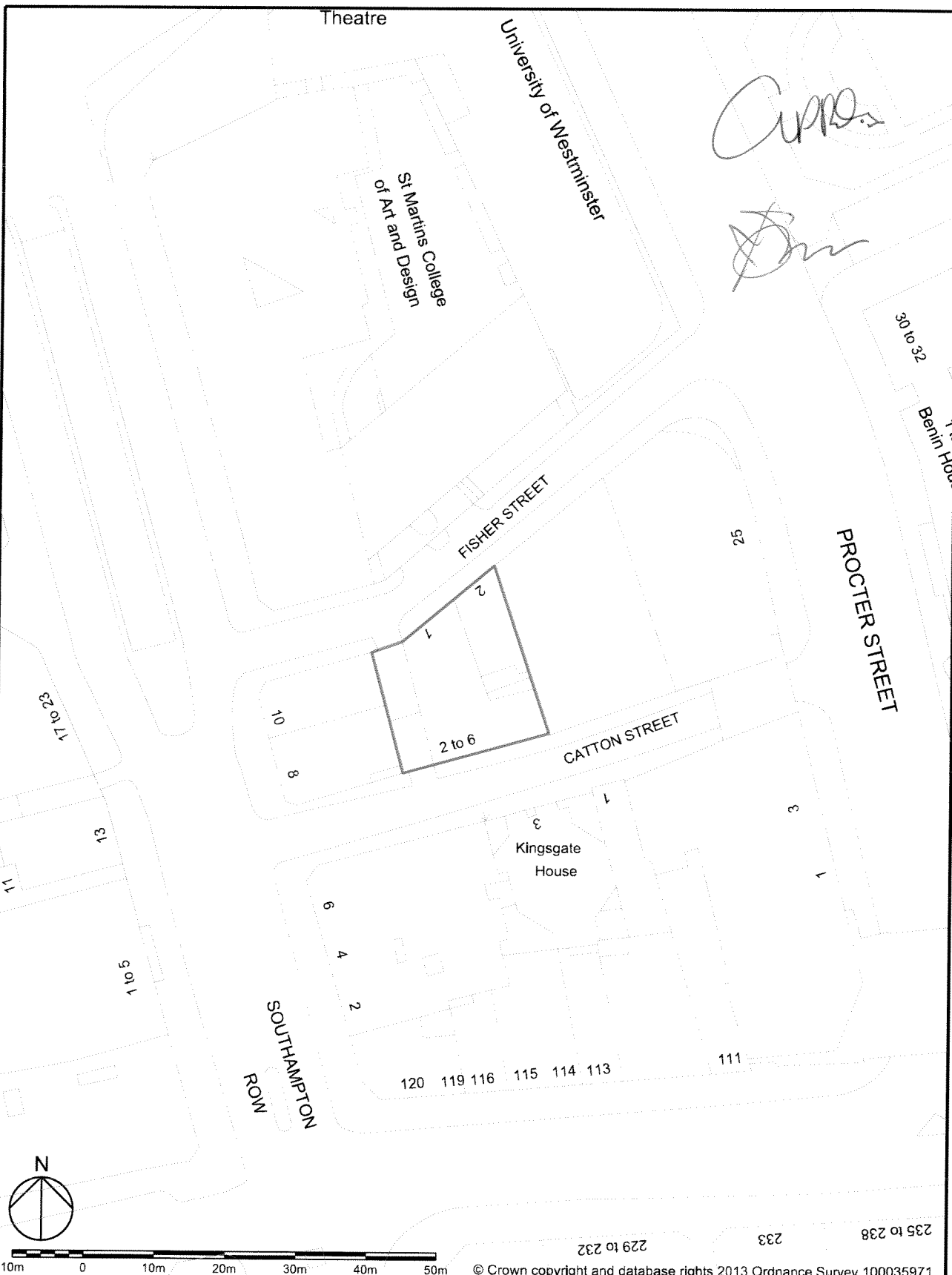
The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

**APPENDIX 3**  
**Property Plan**



**Crossrail Limited**  
 25 Canada Square  
 Canary Wharf  
 London  
 E14 5LQ

Date : 05/02/2013

Scale : 1:750 @ A4

Contract : Crossrail Line 1 Programme

Originator : Crossrail Ltd

Location : Central Stns General

Title : Fisher Street Shaft  
 Planning Application Red Line plan

By : G.SAGE

Chk : H.CASEY

App : J.DALEY

Drp No : CRL1-XRL-T2-DDA-CRG02-00035

Rev : P01

Sult : S4

Auth : ---

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Fit for authorisation

RESTRICTED