

DATED

8 July

2013

(1) JEWISH CARE AS THE TRUSTEE OF THE JEWISH BLIND SOCIETY

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

368 – 372 FINCHLEY ROAD, LONDON NW3 7AJ

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

**Andrew Maughan
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CLS/COM/CFJ/1685.1502 (2012/1822P)

THIS AGREEMENT is made the 8th day of

July

2013

BETWEEN:

- i. **JEWISH CARE** (a company limited by guarantee with company number 02447900 and a charity with charity number 802559) as trustee of **THE JEWISH BLIND SOCIETY** (a subsidiary charity of Jewish Care with charity number 802559-9) of 1 Craven Hill, London W2 3EW (hereinafter called "the Owner")
- ii **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under Title Numbers 281738, LN128967 and 101374.
- 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 30 March 2012 and the Council resolved to grant permission conditionally under reference number 2012/1822P subject to the conclusion of this 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to section 278 Agreement of the Highways Act 1980 to be in the public benefit.

- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and section 278 Agreement of the Highways Act 1980.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "Accessibility Plan" a plan securing;
- (a) the provision of 3 Wheelchair Accessible Units those being 1 ground floor Social Rented Unit and 2 other ground floor units marked as units G.02, G.03 and G.04 on Plan 1 (104_LTH_GA_00 Rev. P4) and Plan 2 (104_LTH_GA_00 Rev. P2) attached;
 - (b) measures to ensure the above mentioned units comply with the Lifetime Homes drawings (104_LTH series) as approved by the Planning Permission and the general accessibility measures shown on drawings approved pursuant to the Planning Permission;
 - (c) the Wheelchair Accessible units are to be fitted out in accordance with the Camden Wheelchair Housing Design Brief 2010 (adopted 6 April 2011) or any successor document;
 - (d) measures to ensure the Development is easily accessible for residents of and visitors to the Development who are wheelchair users;

(e) provision of a key fob system or similar which is used to ensure residents use the main service route to the Development in order to provide natural surveillance and prevent any perception of social division across the Property; and

(f) principles of inclusive design inform and are fully integrated within the Development

2.2 "the Act"

the Town and Country Planning Act 1990 (as amended)

2.3 "Affordable Housing"

low cost housing including Social Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents

2.4 "Affordable Housing Units"

four Social Rented Housing Units within the Development to be constructed fitted out and Occupied exclusively as Affordable Housing as detailed on drawings:
104_LTH_GA_00_HAB_B Rev P1,
104_LTH_GA_00 Rev P4,
104_LTH_GA_01_REV_P3 Rev P4,
104_LTH_GA_00_DDA_B Rev P4

2.5 "Agreed Benchmark Value"

means the benchmark value of £556,000 (five hundred and fifty six thousand pounds) stated within the viability assessment submitted as part of the Planning Application

- 2.6 "Agreement"** this agreement made pursuant to Section 106 of the Act and section 278 Agreement of the Highways Act 1980
- 2.7 "Certificate of Practical Completion"** the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.8 "Community Facilities Contribution"** the sum of £21,560 (twenty one thousand five hundred and sixty 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 community facilities in the London Borough of Camden
- 2.9 "Construction Phase"** the whole period between
- (i) the Implementation Date; and
 - (ii) the date of issue of the Certificate of Practical Completion
- and for the avoidance of doubt includes the demolition of the Existing Buildings
- 2.10 "Council's Considerate Contractor Manual"** the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to good practice for developers engaged in building activities in the London Borough of Camden

**2.11 "Deferred Affordable
Housing Contribution"**

The sum of £651,900 (six hundred and fifty one thousand nine hundred pounds) 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 Borough

2.12 "Deficit"

a negative figure or figure of zero produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the Agreed Benchmark Value

**2.13 "Demolition and Construction
Management Plan"**

a plan based on the document entitled "Kay Court, 368-372 Finchley Rd, London NW3 7AJ Planning Ref: Ref: 2012/1822 Construction Management Plan" prepared by "The Design Team (21st Architecture, WSP, Form) and Montway Construction Ltd (undated) which sets out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure 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 including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and

community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the **First Schedule** annexed hereto;
- (iii) incorporation of the provisions set out in the **Second Schedule** annexed hereto;
- (iv) proposals to ensure there are no adverse effects on the features of the neighbouring Redington and Frognal Conservation Area;
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and 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

2.14 "Development"

Erection of 2 x four storey plus basement buildings, with a glazed infill extension for the provision of 22 residential units (4 x affordable housing and 18 market housing) (following demolition of existing residential care homes) in accordance with drawing numbers: Site Location Plan 104_S01 P1; 104_S02 P2; 104__parking P1; 104_SK01 P1; 104_SK02 P2; 104_SK03 P1; 104_SK04 P1; 104_GE_01 P3; 104_GS_01 P3; 104_GS_02 P3; 104_GA_00 P4; 104_GA_-01 P4; 104_GA_01 P2; 104_GA_02 P2; 104_GA_03 P2; 100 E; 104_LTH_GA_00_DDA_A REV; 104_LTH_GA_00_DDA_B REV P5; 104_LTH_GA_00_HAB_A REV P1; 104_LTH_GA_00_HAB_B REV P1; 104_LTH_GA_00 REV P4; 104_LTH_GA_01_REV_P3 P4; 104_LTH_GA_02_REV_P3 P4; 104_LTH_GA_03_REV_P3 P5; 104_LTH_10_REV_P3 P4; Daylight & Sunlight Addendum Report by BVP 21/01/2012; Environmental Noise Survey and PPG24 Assessment by Hann Tucker Associates 10 Nov 2011; Energy Strategy by Metropolis Green March 2012; Transport Statement by WSP March 2012; Ecology Walkover Survey by Land Use Consultants 31 August 2011; Lifetime Homes Criteria statement; Bat Survey by

Ecology Network Sept 2011; Air Quality Assessment by Air Quality Consultants Nov 2011; Air Quality Assessment: Camden, Kay Court CHP September 2012 by Air Quality Consultants; Sustainable Design & Construction Statement by Metropolis green March 2012; Basement Impact, Geotechnical and Land Contamination Assessment (February 2012); Crime Impact Statement April 2012; Schedule of Dialogue with Camden March 2012; Design & Access Statement March 2012; Response to London Borough of Camden Comments (dated July 2012); Supplementary Information on Application 2012/1822/P August 2012.

2.15 "Education Contribution"

the sum of £66,701 (sixty six thousand seven hundred and 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 towards provision for education needs arising in the London Borough of Camden

2.16 "Employment and Training Contribution"

the sum of £4,500 (four thousand five hundred 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 provision for employment and training needs arising in the London Borough of Camden

2.17 Energy Efficiency Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon

energy emissions through (but not be limited to) the following:-

(a) the measures set out in the submission document entitled "Energy" Strategy by Metropolis Green dated March 2012 submitted with the Planning Application;

(b) 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) include 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 Development Plan;

(g) measures to secure a post construction 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

(h) 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

2.18 "Existing Buildings"

the residential care homes currently on the Property

2.19 "Highways Contribution"

the sum of £22,027 (twenty two thousand and twenty seven pounds) to be paid by the Owner to the Council in accordance with clause 4.9 of this Agreement and to be applied by the Council in event of receipt for the carrying out of the Highways Works

2.20 "Highways Works"

works to the public highway and associated measures in the vicinity of the Property as shown for indicative purposes only in the plan attached at the **Third Schedule** of this Agreement such works to include the repaving of the footway surrounding the development and realignment the crossover and the footway adjacent to the frontage of the site and re-instating any crossovers which are to be removed during construction of the Development

2.21 "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 other than (for the purposes of this Agreement and for no other

purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, the temporary display of site notices or advertisements and references to "Implementation" and "Implement" shall be construed accordingly

- 2.22 "King's Cross Construction" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.23 "Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.24 "Local Procurement Code" the code annexed to the **Fourth Schedule** hereto
- 2.25 "Market Units" means the 18 residential market housing units to be provided pursuant to the Planning Application
- 2.26 "Monitoring Fee" the sum of £5,150 (five thousand one hundred and fifty 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 relation to the monitoring of the obligations contained in this Agreement
- 2.27 "Occupation Date" the first date when any part of the Development is occupied for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or

occupation in relation to security operations and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.28 "Parties"

mean the Council and the Owner

2.29 "Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 30 March 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/1822/P subject to conclusion of this Agreement

2.30 "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

2.31 "Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.32 "the Post Construction Viability 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

(a) be presented substantially in the same form as the Applicant's viability assessment submitted as part of the Planning Application or such other form as agreed by the Council in writing; and

(b) be based on the same percentage developer's return on market housing value and the same percentage contractor's return on affordable housing cost as the Owner's viability assessment submitted as part of the Planning Application or such alternative percentages as agreed by the Council and the Owner in writing

with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-

(c) a copy of the Owner's viability assessment submitted as part of the Planning Application showing the residual value of the Development as £556,000;

(d) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;

(e) a solicitors certification confirming the sales of Residential Units were arm's length third party bona fide transactions and not designed to reduce the revenue received from sales of the Residential Units; confined to transactions between the Owner and subsidiary companies of the Owner

transactions between the Owner and its employees; or transactions including deferred consideration coverage or loans or finance deals from the Owner;

(f) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;

(g) details of any grant funding received in relation to the Development; and

(h) any further information the Council acting reasonably requires

2.33 "Property" the land known as 268-374 Finchley Road, London NW3 7AJ the same as shown shaded grey on the plan annexed at the **Sixth Schedule**

2.34 "Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.35 "Public Open Space Contribution" the sum of £36,305 (thirty six thousand three hundred and five 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 provision, maintenance and upkeep of public open spaces in the London Borough of Camden

2.36 "Public Realm, Pedestrian and Environmental Improvements Contribution" the sum of £18,000 (eighteen 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 public realm, environmental, pedestrian, and cycle improvements in the London Borough of Camden

2.37 "Registered Provider"

a registered provider of Affordable Housing registered as such by the Regulator

2.38 "Regulator"

means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation

2.39 "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

2.40 "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

2.41 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that:-

(a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;

(b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development"

and the requirements of the London Plan in relation to Social Rented Housing; and

- (c) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.42 "Surplus"

a positive figure produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of the Agreed Benchmark Value

2.43 "Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and Occupation based which shall include:-

- (a) an assessment under the Code for Sustainable Homes achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;

- (b) include 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 Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

(c) measures to secure a post construction 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 Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and Occupation

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and Section 278 of the Highways Act 1980, and is a planning obligation for the purposes of Section 106 of the Act, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that 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 upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR CAPPED DEVELOPMENT

- 4.1.1 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.

- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

- 4.1.3 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 4.1 of this Agreement.

4.2 AFFORDABLE HOUSING UNITS

- 4.2.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for Occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

4.2.2 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator

4.2.3 Not to Occupy or allow Occupation of any part of the Development until such time as:

(i) the Affordable Housing Units have been transferred or demised for a term of no less than 125 years to a Registered Provider approved by the Council (the Council's approval not to be unreasonably withheld or delayed); and

(ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.2.1 hereof.

4.2.4 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.

4.2.5 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.3 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

4.3.1 To submit the Post Construction Viability Assessment to the Council for the Council's written approval 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 12 Market Units and provides sufficient information to the Council to evidence the same.

- 4.3.2 Not to Occupy more than 15 Market Units until such time as the Post Construction Viability Assessment has been submitted to the Council for approval in writing such approval to be provided within seven days of receipt of the Post Construction Viability Assessment.
- 4.3.3 The Council shall not unreasonably delay or withhold its approval of the Post Construction Viability Assessment.
- 4.3.4 If the Council finds reasonable and material issues that prevent it from approving the Post Construction Viability Assessment the Council shall discuss such issues with the Owner with the aim of resolving those issues swiftly.
- 4.3.5 The Owner shall not Occupy more than 15 Market Units until such time as the Post Construction Viability Assessment has been approved by the Council.
- 4.3.6 Upon the Council's issue of its written approval of the Post Construction Viability Assessment the Council will provide to the Owner the following:-
- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Post Construction Viability Plan, such sum to not exceed £5000 (five thousand pounds) and
 - (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of clause 4 of this Agreement as being recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement.
- 4.3.7 If the Assessment Certified Sum exceeds the payment made under paragraph (f) of the definition of Post Construction Viability Assessment then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.

- 4.3.8 In the event that the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution or any part thereof.
- 4.3.9 In the event the Post Construction Viability Assessment shows a Surplus that is less than two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Deferred Affordable Housing Contribution.
- 4.3.10 In the event the Post Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be the full amount of the Deferred Affordable Housing Contribution.
- 4.3.11 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.
- 4.3.12 If the Viability Certified Sum becomes payable under the terms of this Agreement not to Occupy or permit Occupation of any more than 15 Residential Units until such time as the Council has confirmed receipt of the relevant Viability Certified Sum in writing.

4.4 COMMUNITY FACILITIES CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contribution, receipt to be confirmed by the Council in writing within 14 days of receipt of written request for the same.

4.5 EDUCATION CONTRIBUTION

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.

- 4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution, receipt to be confirmed by the Council in writing within 14 days of receipt of written request for the same.

4.6 PUBLIC OPEN SPACE CONTRIBUTION

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

- 4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution, receipt to be confirmed by the Council in writing within 14 days of receipt of written request for the same.

4.7 PUBLIC REALM, PEDESTRIAN AND ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Public Realm, Pedestrian and Environmental Improvements Contribution.

- 4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Realm, Pedestrian and Environmental Improvements Contribution, receipt to be confirmed by the Council in writing 14 days of receipt of written request for the same.

4.8 EMPLOYMENT AND TRAINING CONTRIBUTION

- 4.8.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution.

- 4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution, receipt to be confirmed by the Council in writing with 14 days of receipt of written request for the same.

4.9 HIGHWAYS CONTRIBUTION

- 4.9.1 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 (such approval not to be unreasonably withheld or delayed).

4.9.2 Not to Implement or to allow Implementation of the Development 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 (such notice not to be unreasonably withheld or delayed).

4.9.3 For the avoidance of doubt and subject to Clause 4.9.6 of this Agreement, the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and in accepting the Highways Contribution does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs.

4.9.4 The Council shall use reasonable endeavours to complete the Highways Works within five (5) months of Practical Completion of the Development and shall apply the Highways contribution in the event of receipt to the carrying out of the Highways Works.

4.9.5 Following completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highways Works.

4.9.6 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess PROVIDED THAT the excess payable by the Owner pursuant to this Clause 4.9.6 shall not exceed £27,000 (twenty seven thousand pounds)

4.9.7 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the difference between the Highways Contribution and the Certified Sum.

4.10 DEMOLITION AND CONSTRUCTION MANAGEMENT PLAN

- 4.10.1** On or prior to the Implementation Date to provide the Council for approval (such approval not to be unreasonably delayed or withheld) a draft Demolition and Construction Management Plan.
- 4.10.2** Not to Implement nor allow Implementation of the Development until such time as the Council has approved (such approval not to be unreasonably delayed or withheld) the Demolition and Construction Management Plan as demonstrated by written notice to that effect.
- 4.10.3** The Owner acknowledges and agrees that the Council will not approve (such approval not to be unreasonably delayed or withheld) the Demolition and 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.
- 4.10.4** To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Demolition and 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 Demolition and Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.11 SUSTAINABILITY PLAN

- 4.11.1** On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.11.2** Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.11.3** Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing

confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.

- 4.11.4 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 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.

4.12 ENERGY EFFICIENCY PLAN

- 4.12.1 On or prior to the Implementation Date to submit to the Council for approval (such approval not to be unreasonably delayed or withheld) the Energy Efficiency Plan.
- 4.12.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency Plan as demonstrated by written notice to that effect.
- 4.12.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency Plan as approved by the Council (such approval not to be unreasonably withheld or delayed) have been incorporated into the Property.
- 4.12.4 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 Plan as approved by the Council (such approval not to be unreasonably delayed or withheld) 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 Plan.

4.13 ACCESSIBILITY PLAN

- 4.13.1 On or prior to the Implementation Date to submit to the Council for approval (such approval not to be unreasonably delayed or withheld) the Accessibility Plan.
- 4.13.2 Not to Implement nor permit Implementation until the Accessibility Plan has been approved by the Council as demonstrated by written notice to that effect.

4.13.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing (such confirmation not to be unreasonably delayed or withheld) that the measures incorporated in the Accessibility Plan have been incorporated into the Development.

4.13.4 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 Accessibility Plan as approved by the Council (such confirmation not to be unreasonably delayed or withheld) and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Accessibility Plan.

4.14 LOCAL EMPLOYMENT

4.14.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.14.2 In order to facilitate compliance with the requirements of sub-clause 14.2.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) take the following specific measures to ensure:-

- a) three construction industry apprenticeships are provided to Camden residents recruited through the Kings Cross Construction Skills Centres, each apprentice to be employed for at least 52 weeks and to be paid at the National minimum wage or above
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction;
- b) 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; and

- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction and employed during the Construction Phase.

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

4.15 LOCAL PROCUREMENT

4.15.1 Prior to Implementation to agree a programme 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.

4.15.2 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.

4.15.3 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 required by the Council to remedy such non-compliance.

4.15.4 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.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1** The Owner 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 shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2012/1822/P the date upon which the Development is ready for Occupation.
- 5.3** The Owner 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 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 agrees declares and covenants 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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein subject to clause 6.6 of this Agreement and 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** If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) 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 PROVIDED THAT the fee required under clause 5.5 is not payable if written approval or notification from the Council's Head of Legal Services is required from the Council by the Owner pursuant to the terms of this Deed.

- 5.6 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 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 reference 2012/1822/P.
- 5.7 Payment of the Education Contribution, Community Facilities Contribution and Highways Contribution pursuant to 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 the Income Code ZN390ZL065 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.
- 5.8 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.
- 5.9 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

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

- 5.10 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 2012/1822/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 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.
- 6.4 The Owner agrees to pay the Council the Monitoring Fee on the date of completion of this Agreement.
- 6.5 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 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.
- 6.7 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.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect.

7. RIGHTS OF THIRD PARTIES

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

8. MORTGAGEE EXEMPTION

- 8.1 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee ("the Chargee") of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any

Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").

- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
 - iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.
- 8.2 For the purposes of Clause 8.1(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2012/1822/P for the Default Notice to be properly served:-
- (a) The Chief Executive;
 - (b) The Director of Culture and Environment;
 - (c) The Assistant Director Regeneration and Planning;
 - (d) The Planning Obligations Monitoring Officer; and
 - (e) The Head of Legal Services.

8.3 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.1.

8.4 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

9. DISPUTES

9.1 In the event of any dispute arising between the Parties, the Parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each Party.

9.2 If the Parties are unable to resolve the dispute amicably pursuant to Clause 9.1, one Party may by serving notice on the relevant other Parties refer the dispute to an expert for determination with a minimum of 10 years' experience in the relevant field (the "Expert") who shall be agreed upon by the Parties.

9.3 If the Parties are unable to agree who should be appointed as the Expert within 14 days then any Party may request the President of the Law Society to nominate the Expert, at the shared expense of the Parties to the dispute.

9.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties and at whose cost shall be at his discretion or in the event that he makes no determination on costs, such costs will be borne by the parties to the dispute in equal shares.

9.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 days from the date of his appointment.

9.6 The Expert will be required to give notice to each of the relevant Parties to the dispute inviting each of them to submit to him within 10 days written submission and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 days in respect of any submission and material.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

Executed as a deed by

**JEWISH CARE as the trustee of
The JEWISH BLIND SOCIETY
acting by two authorised signatories
on its behalf:-**)
)
)
)

 **Authorised Signatory**

 **Authorised Signatory**

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


Authorised Signatory



| | |
|-------------------------|--|
| FIRST SCHEDULE: | Construction Management Plan - Air Quality and Carbon Reduction |
| SECOND SCHEDULE: | Construction Management Plan - Highway Measures |
| THIRD SCHEDULE: | INDICATIVE PLAN OF HIGHWAYS WORKS |
| FOURTH SCHEDULE: | LOCAL PROCUREMENT CODE |
| FIFTH SCHEDULE: | DRAFT PLANNING PERMISSION |
| SIXTH SCHEDULE; | PLAN OF THE PROPERTY |
| PLAN 1: | 104_LTH_GA_00 Rev. P4 |
| PLAN 2: | 104_LTH_GA_00 Rev. P2 |

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NOx, 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 as a minimum in the method statement:-

A - Techniques to control PM10 and NOx 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) 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.

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.
- b) 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.
- c) 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. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) 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. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) 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.
- f) An electronic report shall be submitted to the Council's air quality officer 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.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- g) 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 CO₂ 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 CO₂ 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 CO₂ 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.

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.**

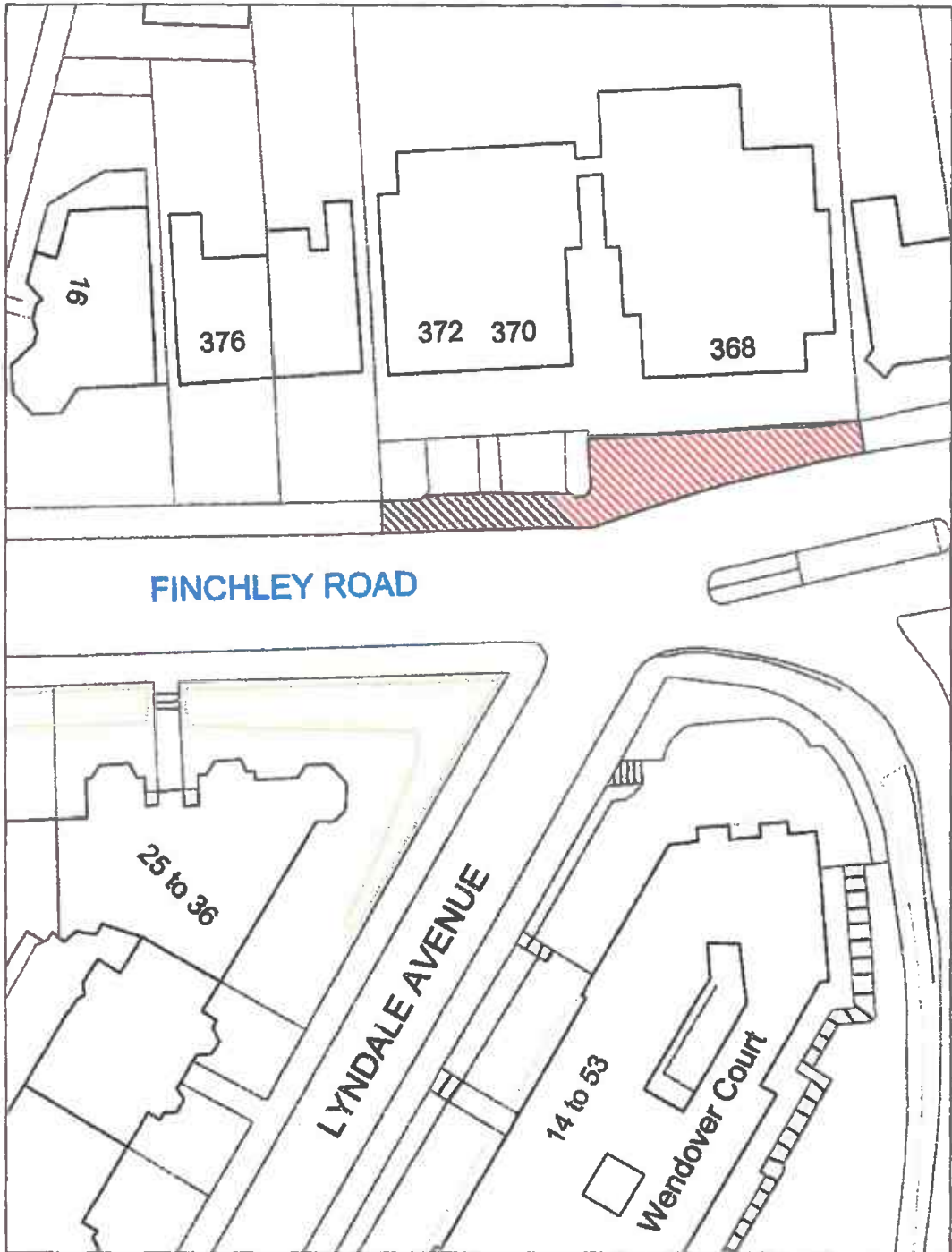
- v) The Construction Management Plan should also include the following statement:

"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
INDICATIVE PLAN OF HIGHWAYS WORKS**

Handwritten signature and initials:
[Signature]
ATV JK



THE FOURTH 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 pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the developers meet with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the developer, main contractor and subcontractors.

The Council will seek to ensure that the developer inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a 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. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the developers to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the developer, their main contractor and subcontractors.

Facilities Management

The developer and their agents shall 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.

The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.