

NOTES

1. This drawing is not to be scaled. Use figured dimensions only. Detailed site survey to be carried out to establish tolerances. Figured dimensions are in mm. All dimensions shall be verified on site before proceeding with the work. The architect shall be notified of any discrepancies.

2. This drawing has been produced for sole use on this project and is not intended for use by any other person or for any other purpose.

Key

Affordable rent

Private sale

*7dbredshaw*



2014 - 5338



P02 09.09.13	Re-issued for Planning	UK	CB
P01 20.05.13	Issued for Comment	CB	CT
rev	date	description	

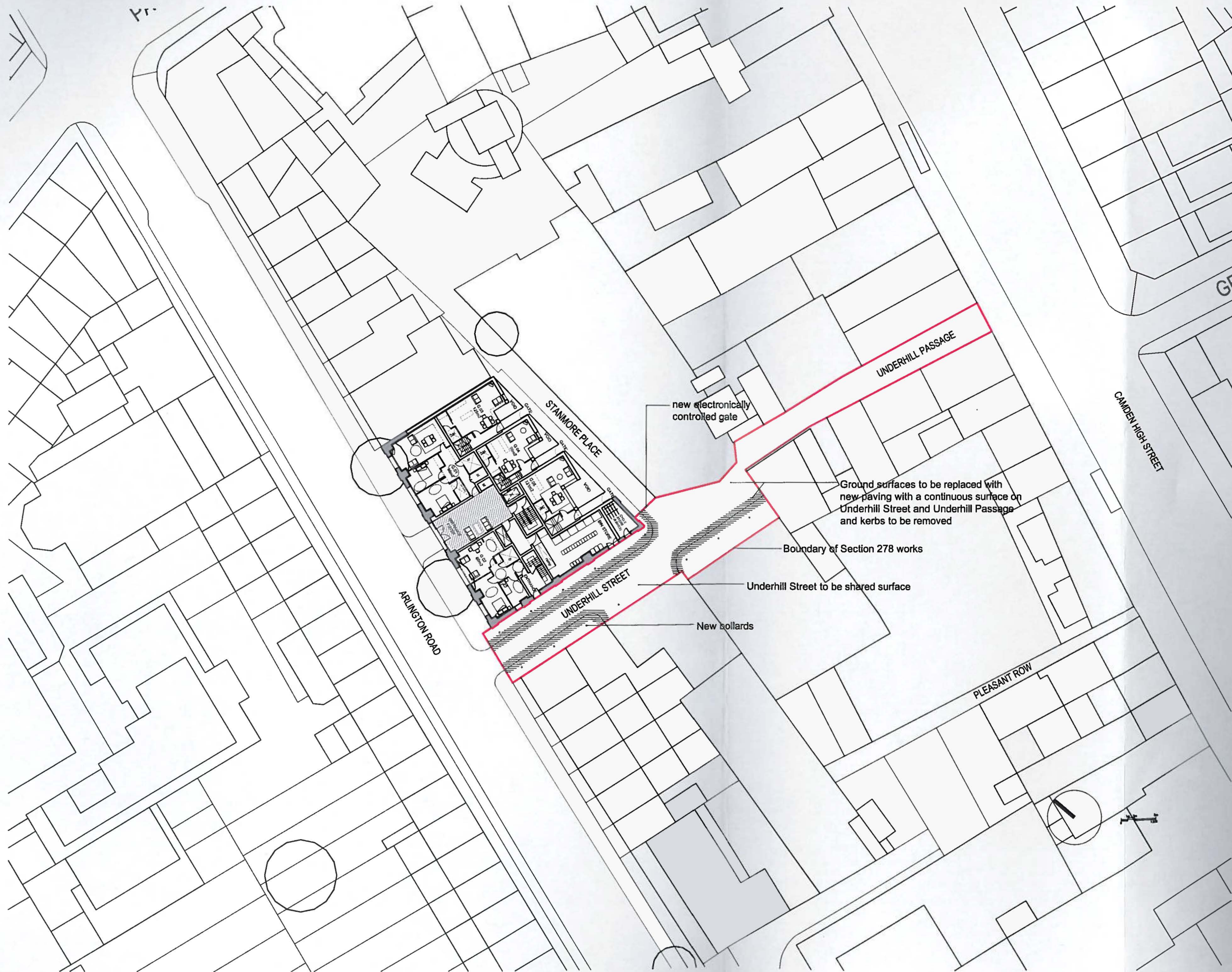
**fiftyfour**

Studio 54 Architecture  
 54 Rivington Street London EC2 A3QN  
 T: 020 7729 7818 E: info@studio54architecture.co.uk

job title	140-152 Arlington Rd, Camden		
drawing title	Ground floor plan-proposed		
drawn by	CB	job no	S5412-23
date	19/06/2012	scale	1:200@A3
drawing no	1223-151	revision	P02

© 2011 Studio 54 Architecture. all rights reserved





NOTES

1. This drawing is not to be scaled. Use figured dimensions only. Detailed site survey to be carried out to establish tolerances. Figured dimensions are in mm. All dimensions shall be verified on site before proceeding with the work. The architect shall be notified of any discrepancies.
2. This drawing has been produced for sole use on this project and is not intended for use by any other person or for any other purpose.

*John*  
Jolliffe & Shaw



2014 - 5838

P01	05/03/14	Issue for Planning	LK - 01
rev	date	description	

**fiftyfour**

Studio 54 Architecture  
54 Rivington Street London EC2A 3QN  
T: 020 7729 7818 E: info@studio54architecture.co.uk

job title	140-152 Arlington Rd, Camden		
drawing title	Context Plan - Option 1		
drawn by	LK	job no	05412-23
date	05/03/2014	scale	1:500@A3
drawing no	1223-110	revision	P01

© 2011 Studio 54 Architecture. All rights reserved



- (b) a pre- Implementation review by an appropriately qualified and recognised independent verification body in respect of the Development certifying that the measures incorporated in the Sustainability Plan are achievable 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 Development 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 is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner pursuant to the relevant provisions of this Agreement 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 Words importing the masculine gender shall include the feminine
- 3.4 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
- 3.5 All consents approvals satisfactions certificates or notifications given or required to be given in pursuance of this Agreement shall be given in writing and shall not be unreasonably withheld or delayed
- 3.6 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 3.7 Any covenant not to do any act or thing includes an obligation not to allow permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by any other person
- 3.8 Save for the provisions of Clause 7 of this Agreement (all of which shall come into effect on the date of this Agreement) the covenants undertakings and obligations on the part of

the Owner are conditional upon the grant of the Planning Permission and the Conservation Area Consent and shall only become binding upon the Owner upon the Implementation Date PROVIDED ALWAYS THAT in the event that the Inspector appointed to determine the appeal by the Secretary of State:-

(a) finds that one or more of the planning obligations in this Agreement is not:-

- (i) necessary to make the Development acceptable in planning terms;
- (ii) directly related to the Development; or
- (iii) fairly and reasonably related in scale and kind to the Development

in accordance with regulation 122 of the Community Infrastructure Levy Regulations 2010; and/or

(b) imposes a condition upon the Planning Permission instead of one or more of the planning obligations contained in this Agreement

then the said obligation or obligations shall not be binding or enforceable upon the Owner and the Council and the Owner shall enter into a deed of variation of this Agreement to confirm the same

3.9 The Parties (save where the context states otherwise) shall include their successors in title and assigns PROVIDED ALWAYS THAT other than the provisions of:-

- (a) Clause 4.5 in relation to restrictions on residents' parking;
- (b) Clauses 4.6.2 and 4.6.3 in relation to the Affordable Housing Units;
- (c) Clauses 4.8.4 in relation to the Sustainability Plan; and
- (d) Clause 4.9.4 in relation to the Energy Efficiency and Renewable Energy Plan

the obligations on the part of the Owner in this Agreement shall not be binding on or enforceable against any tenant or occupier of an individual Residential Unit within the Development.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council on behalf of itself and its successors in title to the Property that it will perform the obligations on the part of the Owner in this Agreement as follows:-

##### **4.1 Highways Works**

4.1.1 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

4.1.2 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

4.1.3 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

4.1.4 On completion of the Highways 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.

4.1.5 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 and if the Highways Contribution exceeds the Certified Sum then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference.

#### **4.2 Environmental Pedestrian and Public Realm Improvements Contribution**

4.2.1 On or prior to the Implementation Date to pay to the Council the Environmental Pedestrian and Public Realm Improvements Contribution in full.

4.2.2 Not to Implement or allow Implementation until the Environmental Pedestrian and Public Realm Improvements Contribution has been paid in full.

#### **4.3 Education Contribution**

4.3.1 On or prior to the Implementation Date to pay to the Council the Education Contribution and not to Implement or to allow Implementation until such time as the Education Contribution has been paid in full.

#### **4.4 Open Space Contribution**

4.4.1 On or prior to the Implementation Date to pay to the Council the Open Space Contribution and not to Implement or to allow Implementation until such time as the Open Space Contribution has been paid in full.

#### **4.5 Restrictions on Car parking**

4.5.1 The Owner acknowledges that the Development shall be treated as being permanently designated as "car free" for all relevant purposes.

4.5.2 The Owner shall ensure that each new occupier of the Development is informed prior to

their occupation 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 or a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.5.3 Prior to the date on which the first Residential Unit is in Occupation the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official residential unit numbers within the Development (as issued and agreed by the Council's Street Name and Numbering Department).

#### **4.6 Affordable Housing**

- 4.6.1 To undertake all works of construction conversion and fitting out necessary to make the Affordable Housing Units 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 the Affordable Housing Provider.
- 4.6.2 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 Affordable Rented Housing PROVIDED ALWAYS THAT the obligations of this sub-clause 4.6.2 are subject to the provisions of clause 9 of this Agreement.
- 4.6.3 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.
- 4.6.4 Not to Occupy or allow Occupation of any part of the Development until such time as:
- (i) the Owner has provided confirmation to the Council that the Affording Housing Units are in the ownership of a Registered Provider approved by the Council for a term of no less than 125 years;
  - (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 4.6.1 hereof.

#### **4.7 Improvements to Gated Area**

- 4.7.1 The Owner shall not Occupy more than 80% of the Residential Dwellings unless and until it has undertaken the Building Area Improvement Works and provided a key fob to each of the occupiers of those properties with a rear access to the Gated Area or right of way

over the Gated Area

4.7.2 The Owner shall use reasonable endeavours to:-

4.7.2.1 determine the identity of the owner of the land within the Gated Area failing which it shall consult with:-

- (a) neighbouring owners and occupiers as to possible means of working together; and
- (b) the Council to determine whether the Council would be willing and able to exercise compulsory purchase powers PROVIDED ALWAYS THAT nothing in this Clause 4.7.2.1 or otherwise in this Deed shall make the Council liable for the cost of any such exercise of its powers of compulsory purchase

in order to facilitate the improvement of the appearance and amenity of the Gated Area

4.7.2.2 prepare a plan for the Gated Area Improvements and the manner in which funding for the same and ongoing maintenance will be secured in consultation with its neighbouring owners and occupiers and submit the same to the Council for comment prior to Commencement of Development; and

4.7.2.3 undertake the Gated Area Improvements prior to the date on which the first Residential Unit is Occupied PROVIDED ALWAYS THAT it is hereby acknowledged and agreed that the ownership of the Gated Area is unknown and in the event of the assertion of rights to object to or remove the Gated Area Improvements by a person who can prove lawful ownership of the Gated Area the Owner shall have no further obligation in this respect

4.8 **Sustainability Plan**

4.8.1 On or prior to the Implementation Date the Owner shall submit to the Council for approval the Sustainability Plan.

4.8.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.8.3 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 Sustainability Plan as approved by the Council have been incorporated into the Property

4.8.4 Following the Occupation Date the Owner shall ensure that the Development is managed in accordance with the Sustainability Plan as approved by the Council from time to time and in the event of breach the Owner shall forthwith take reasonable steps to remedy such non-compliance

#### **4.9 Energy Efficiency and Renewable Energy Plan**

- 4.9.1 On or prior to the Implementation Date the Owner shall submit the Energy Efficiency and Renewable Energy Plan to the Council for approval.
- 4.9.2 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
- 4.9.3 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 Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.9.4 Following the Occupation Date the Owner shall ensure that the Development is managed in accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and in the event of breach the Owner shall forthwith take reasonable steps to remedy such non-compliance

#### **4.10 Construction Management Plan**

- 4.10.1 Prior to the Demolition Date the Owner shall provide to the Council for approval a draft Construction Management Plan for the Construction Period
- 4.10.2 Not to Demolish nor allow Demolition of any part of the Development until such time as the Council has approved the 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 the Construction Management Plan unless they demonstrate to the Council's reasonable satisfaction that the works comprised in the Construction Period 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 Period development works shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan as appropriate 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.

### **5. OTHER MATTERS**

#### **5.1 Notices**

- 5.1.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation has taken or is about to take place.



- 5.1.2 Within seven days following practical completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at Clause 9 of this Agreement quoting planning reference 2013/3487/P the date upon which the Development will be ready for Occupation.

**5.2 Good Faith**

The Parties shall act in good faith and shall co-operate to facilitate the discharge and performance of their respective obligations contained in this Agreement

**5.3 Access for Monitoring Purposes**

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 their respective obligations contained in this Agreement SUBJECT ALWAYS to the Council complying with any requirements imposed by the Owner for health and safety purposes or the reasonable regulation of the Property or the Development

**5.4 Owner's Covenants with the Council**

The Owner agrees declares and covenants with the Council that it shall observe and perform the obligations imposed on it by this Agreement and shall not make any claim for compensation in respect of any condition restriction or provision imposed on it 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 in this Agreement 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 Application of Financial Contributions**

If any sum payable pursuant to the provisions of Clauses 4.1 to 4.4 inclusive has not been applied for the purpose for which that contribution was paid on or before the date which is the eighth anniversary of the date of Occupation then such sum shall on receipt of a request in writing from the Owner be returned to the Owner within twenty eight days after such request

**5.6 Method of Payment of Financial Contributions and submission of plans**

- 5.6.1 Payment of any financial contribution pursuant to the provisions of Clauses 4.1 to 4.4 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 the Income Code [to be inserted] or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

- 5.6.2 Submission of any plan to the Council 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 2013/3487/P

**5.7 VAT**

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.

**5.8 Indexation of Financial Contributions**

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 AllRP") figure last published by the Central Statistical Office at the date of this Agreement is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date of this Agreement ("X") is the numerator so that

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

X

**5.9 Interest on Late Payment**

If any financial contribution or sum shall have become due from the Owner to the Council but remains unpaid then the relevant party shall pay the Council interest at the rate of 4% above the Base Rate of the National Westminster Bank plc on any unpaid amounts or contributions from the date such payment is due until payment is made.

**6. IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO THAT:-**

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

[2013/3487/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.

## **7. LOCAL LAND CHARGE**

This Agreement shall be registered by the Council as a local land charge.

## **8. NO FETTER TO COUNCIL'S POWERS**

- 8.1 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.
- 8.2 Neither the Owner nor its successors in title nor any person deriving title from it 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.
- 8.3 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.
- 8.4 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.

## **9. MORTGAGEE EXEMPTION**

- 9.1 Subject to the provisions of sub-clauses (a) – (c) below the restrictions contained in Clauses 4.6.2 and 4.6.3 of this Agreement shall not be binding upon a mortgagee or Chargee ("the Chargee") of the Affordable Housing Provider of the Affordable Housing Units nor any receiver (including an administrative receiver) appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED ALWAYS THAT the following conditions have been satisfied:-
- (a) in the event of the Affordable Housing 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").



- (b) 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 Affordable Housing Provider to agree to take a transfer of the Affordable Housing Units.
  - (c) 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 PROVIDED ALWAYS 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 Clauses 4.6.2 and 4.6.3 of this Agreement (as appropriate) as will any person deriving title therefrom.
- 9.2 For the purposes of Clause 9.1 (a) 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 2013/3487/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.
- 9.3 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of an Affordable Housing Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or Part V of the Housing Act 1985 (Right to Buy) or under a voluntary purchase scheme approved by the Housing Corporation and any other applicable legislation shall be released from the obligations of Clause 4.6 (as appropriate).
- 9.4 The relevant Affordable Housing Provider shall use all reasonable endeavours to apply the monies received by the Affordable Housing Provider in respect of the sale to such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Affordable Housing 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).

## **10. RIGHTS OF THIRD PARTIES**

No term of this Agreement shall be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 (and for this purpose "third party" has the same meaning as in that Act) but this Clause [10] does not affect any right or remedy of such a third party which exists or is available apart from that Act nor the right of the Owner to assign the benefit of the covenants in this Agreement to its successors in title or assigns of all or any part of the Property

## **11. CIL COMPLIANCE**

The Parties agree that the obligations set out in this Agreement are:-

- 11.1 necessary to make the Development acceptable in planning teams;
- 11.2 directly related to the Development; and
- 11.3 fairly related in scale and kind to the Development

## **12. RESOLUTION OF DISPUTES**

- 12.1 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.

## **13. FEES**

The Owner agrees to pay the Council:-

- (a) the Monitoring Fees within 14 days of the date of issue of the Planning Permission;
- (b) the sum of SIX THOUSAND POUNDS (£6,000.00) in relation to its legal fees for the preparation of this Agreement within 14 days after the date of this Agreement.

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

## THE FIRST SCHEDULE

### Construction Management Plan

#### Air Quality and Carbon Reduction

Requirements to control and minimise K<sub>N</sub>O<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> 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 PM<sub>10</sub> and NO<sub>x</sub> 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 as 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 taken 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.
- (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 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.]



## 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](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) All contractors and sub-contractors operating *large vehicles over 3.5 tonnes* must meet all of the following conditions:-
  - 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme ([www.tfl.gov.uk/fors](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.
  - 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.

- 3) All vehicles associated with the construction of the Development must:
- i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
  - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
  - iii. Have a Class VI Mirror
  - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- (v) Any other relevant information with regard to traffic and transport.
- (w) 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]**



2014 - 5338

THE COMMON SEAL OF )  
A2 DOMINION DEVELOPMENTS )  
LIMITED was hereunto affixed )  
in the presence of:- )



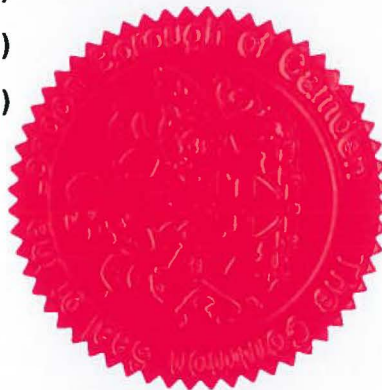


.....  
Authorised Signatory



.....  
Authorised Signatory

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





.....  
Authorised Signatory

