

Date: 22/6/16
Your Reference: 2015/0921/P
Our Reference: 1781.153
Enquiries to: Patrick Kelly

Frances Wheat
Assistant Director of Regeneration and Planning
London Borough of Camden
Town Hall Extension
Argyle Street
LONDON
WC1H 8EQ

Dear Frances

**VACANT SITE ADJACENT TO 11 CROGSLAND ROAD, NW1 8HF: 2015/0921/P
(SHADOW) SECTION 106 AGREEMENT**

I refer to the above matter.

Condition 21 of the above-referenced planning permission states that:

*"In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with * in this notice of planning permission".*

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that Housing and Adult Social Care will, in the construction and operation of the proposed development at the vacant site adjacent to 11 Crogsland Road, London, NW1 8HF, comply with the conditions marked with an asterisk in the planning permission referenced 2015/0921/P in the manner set out in the obligations contained within the attached Section 106 agreement.

Yours sincerely



Stuart Dilley
Director Property Management
London Borough of Camden

DATED

2016

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

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

**VACANT SITE ADJACENT TO 11 CROGSLAND ROAD
LONDON
NW1 8HF**

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

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1781.153 (final)

THIS AGREEMENT is made the day of 2016

B E T W E E N:

1. [.....] [if a company] (registered under company number xxxxxxxx) whose registered office is at [.....] / [if an individual] of [...address....] (hereinafter called "the Owner") of the first part
2. [.....] (registered under company number xxxxxxxx) whose registered office is at [.....] (hereinafter called "the Mortgagee") of the second part
3. [.....] [if a company] (registered under company number xxxxxxxx) whose registered office is at [.....] / [if an individual] of [...address....] of the second part (hereinafter called "the xxxxxxxxxxxx") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the [fourth] part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL810060 subject to a charge to the Mortgagee.
- 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 The Planning Application for the Development of the Property was submitted to the Council and validated on 12th February 2015 and the Council resolved to grant permission conditionally under reference number 2015/0921/P subject to conclusion of this legal Agreement.
- 1.4 At a meeting of the Cabinet of the Council of the London Borough Camden on 21st January 2015 a report proposing the Development was approved.

- 1.5 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.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 [The Mortgagee as mortgagee under a legal charge registered under title number and dated is willing to enter into this Agreement to give its consent to the same.]

2. DEFINITIONS

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

- | | | |
|-----|----------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "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 |
| 2.3 | "the Agreement" | this planning obligation made pursuant to Section 106 of the Act |

2.4 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed

2.5 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking 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 the 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 (including the cumulative effects of development schemes concurrently under construction) and impacts arising from the building out of the Development to include a complaints procedure and a procedure for resolving such complaint;
- (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 the protection and preservation of the neighbouring locally

listed buildings during the Construction Phase;

- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) details of vehicle movements such that no vehicles related to the construction of the Development arrive depart or are in the vicinity of the Property during peak periods of vehicular traffic in the surrounding area of the Property to include the School Run;
- (vii) amelioration and monitoring measures of 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);
- (viii) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (ix) 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;
- (x) evidence that the Owner has consulted the Community Working Group on the contents of the plan prior to submission of the plan to the Council; and

- (xi) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.7(x) hereof

2.6 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.7 "Community Working Group"

a community working group established by the Owner to address any concerns of neighbouring residents of the Property in respect of the Development comprising all elected councillors for Haverstock ward and no fewer than six (6) residents unless agreed otherwise by the chair of the Community Working Group and further to include (but not limited to):

- (i) contact details of the person appointed by the Owner to liaise (on behalf of the Owner) with neighbouring residents and local ward councillors; and
- (ii) details of how and at what intervals the appointed person will communicate with the neighbouring residents.

2.8 "the Council's Considerate Contractor Manual"

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

2.9 "Day Centre (D1 Use Class)"

the day centre having a D1 (non-residential institutions) use under the Town and Country

Planning (Use Classes) Order 1987 (to be located on the ground floor

2.10 "the Development"

redevelopment of vacant site by the erection of a 6 storey building comprising a day centre (Class D1) on the ground floor and 38 extra-care residential flats (Class C3) on the upper floors, plus roof terraces, communal gardens and minibus parking as shown on drawing numbers Existing- AA4796- 2030, 2031; Proposed- AA4796- 2000D, 2005B, 2006E, 2007E, 2010C, 2013, 2020D, 2021, 2023, 2024, 2040B, 2041A, 2042B; Design and Access Statement, revised 13.3.15 (by PRP), Affordable Housing Statement (by CBRE), Air Quality Assessment (by Ramboll), Contamination Report (by PBA), Construction Management Plan (by EC Harris), Daylight & Sunlight Assessment and associated appendices (by GVA), Energy Statement (by URS), Ecological Report (by Greengage), Flood Risk Assessment (by Peter Brett Associates), Noise Impact Assessment (by Ramboll), Planning Statement (by CBRE), Statement of Community Involvement (by CBRE), Sustainability Statement (by URS), Transport Statement (by Peter Brett Associates), Arboricultural Report, revised 13.5.15 (by Greengage), UXO Report (by Zetica)

2.11 "the Energy Efficiency and Renewable Energy 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:-

- (i) incorporation of the measures set out in the submission document entitled "URS Energy Strategy Charlie Ratchford Extra-Care Scheme" and dated February 2015;
- (ii) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use reasonable endeavours to target a reduction of at least 32% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (v) measures to enable future connection to a local energy network at the boundary of the Property;
- (vi) 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;

- (vii) 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
- (viii) 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

2.12 "the Environmental Improvements Contribution"

the sum of £75,000 (seventy-five 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 for the provision of pedestrian, cycling, public realm and environmental improvements in the vicinity of the Development

2.13 "the Extra Care Units"

the 38 (thirty-eight) extra-care residential units (being Social Rented Housing) to be provided in accordance with the provisions of this Agreement

2.14 "the Highways Contribution"

the sum of £34,897 (thirty-four thousand eight hundred and ninety-seven 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) to remove the existing and re-construct the vehicular crossover adjacent to the Property;
- (ii) to repave the footway adjacent to the Property;
- (iii) (if so required in the opinion of the Council) to repave the carriageway adjacent to the Property;
- (iv) alterations to existing traffic calming measures on Crogsland Road; and
- (v) any other works required as a direct result of the Development (such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertaker's works and excludes any statutory undertaker's costs

2.15 "the Implementation

Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.16 "the Construction Phase"	the whole period between (iii) the Implementation Date and (iv) the date of issue of the Certificate of Practical Completion
2.17 "King's Cross Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.18 "the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.19 "Local Procurement Code"	the code annexed at the Third Schedule hereto
2.20 "Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.21 "the Off-Site Sustainability Measures Contribution"	the sum of £5,400 (five thousand four 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 off-site carbon reduction measures in the vicinity of the Development

2.22	"the Parties"	the Council the Owner [and the Mortgagee]
2.23	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 12 th February 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/0921/P subject to conclusion of this Agreement
2.24	"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
2.25	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form at the Fourth Schedule annexed hereto
2.26	"the Property"	the land known as the vacant site adjacent to 11 Crogsland Road, London, NW1 8HF the same as shown edged red on the plan at the Fifth Schedule annexed hereto.
2.27	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.28	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator
2.29	"Regulator"	the Home and Communities Agency and any successor organisation

- 2.30 "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
- 2.31 "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
- 2.32 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-
- (i) a requirement for delivery vehicles to unload from a specific suitably located area;
 - (ii) details of the person/s responsible for directing and receiving deliveries to the Property;
 - (iii) measures to avoid a number of delivery vehicles arriving at the same time;

- (iv) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (v) likely nature of goods to be delivered;
- (vi) the likely size of the delivery vehicles entering the Property;
- (vii) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (viii) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (ix) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (x) details of arrangements for refuse storage and servicing; and
- (xi) 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

2.33 "Social Rented Housing"

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

- (i) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (ii) 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;
- (iii) 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; and
- (iv) for the avoidance of doubt includes the Extra Care Units

2.34 "the 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:-

- (i) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving at least Excellent rating and attaining at least 60% of the credits in each of Energy and Water and

40% of the credits in Materials categories;

- (ii) 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
- (iii) 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

2.35 "Traffic Management Order
Contribution

the sum of the sum of £2,523 (two thousand five hundred and twenty-three pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the amendment of any traffic management order in the vicinity of the Development so required by the Council

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving 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 and 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.
- 3.8 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Extra Care 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.
- 4.1.2 To ensure that the Extra Care 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 as the case may be.
- 4.1.3 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Extra Care Units have been transferred or demised to 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 Extra Care Units have been completed in accordance with the requirement of sub-clause 4.1.1 hereof.
- 4.1.4 To ensure that the Extra Care 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.
- 4.1.5 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Extra Care 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.

4.2 CAR FREE

- 4.2.1 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.
- 4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.
- 4.2.3 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 4.2.1 of this Agreement.

4.3 CONSTRUCTION MANAGEMENT PLAN

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

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

4.4 COMMUNITY WORKING GROUP CONSULTATION

For the purposes of the preparation and submission of the Construction Management Plan the following procedure shall apply:

4.4.1 The Owner shall prepare a first draft plan and send such draft to the Community Working Group for comments.

4.4.2 From the date of the first draft plan being sent to the Community Working Group by the Owner in accordance with sub-clause 4.4.1 hereof a consultation period of not less than twenty-one (21) days shall commence during which period the Community Working Group may make representations on the draft plan and or meet with the Owner to clarify matters.

4.4.3 The Owner shall take account of any representations made by (or on behalf of) the Community Working Group with regard to the proposed plan including any suggested amendments.

4.4.4 In the conduct of any meetings between the Owner (or any person acting on behalf of the Owner) and the Community Working Group then accurate minutes will be taken by the Owner and agreed with the chair of the Community Working Group or in the absence of such then a transcript of the tape recording of the meeting shall be provided within three (3) working days of any such meeting taking place by the Owner to the Community Working Group.

4.4.5 The Owner shall ensure that an appointed representative or consultant (being authorised by the Owner to act on behalf of the Owner) will be available to meet within such twenty-one (21) day period upon not less than 3 working days' notice of a

written request from the Community Working Group to discuss any aspect of the proposed plan and to explore alternative options acceptable to the Owner and the Community Working Group.

4.4.6 At any time prior to expiration of the twenty-one (21) day consultation period the Owner and the Community Working Group may by agreement extend the twenty-one (21) day period.

4.4.7 Within seven (7) days of the expiration of such twenty-one (21) day consultation period (or such period as may have been so extended by mutual agreement) the Owner shall submit the proposed plan to the Council and on the same day provide a copy to the Community Working Group.

4.4.8 Such submission to the Council under Clause 4.4.7 shall include copies of all relevant correspondence with the Community Working Group and minutes of meetings with details of changes to the proposed plan made as a result of such consultations and details of the Owner having taken account of the representations made by the Owner and for the avoidance of doubt to include reasons why the Owner has not accepted any changes requested by the Community Working Group.

4.4.9 Within a reasonable period the Council shall carry out any further consultations it considers necessary with regard to the relevant plan and notify the Owner of the Council's recommendations following the expiration of any such consultation period

4.4.10 The Owner may then and within twenty-one (21) days of such receipt of such recommendations amend the proposed plan and submit the same to the Council for approval and for the avoidance of doubt where the Owner submits the proposed plan to the Council the Owner must on the same day provide a copy of the proposed amended plan to the Community Working Group.

4.5 **DAY CENTRE (D1 USE CLASS)**

Not to Occupy or permit the Occupation of the Extra Care Units until such time as the Day Centre (D1 Use Class) has been constructed fitted out made ready and made available for occupation (as approved in writing by the Council) for the use permitted under the Planning Permission.

4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.6.2 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.
- 4.6.3 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 and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.7 ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Environmental Improvements Contribution in full.
- 4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Improvements Contribution in full.

4.8 HIGHWAYS

- 4.8.1 On or prior to the Implementation Date to:-
 - (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.

- 4.8.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.8.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.
- 4.8.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.8.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days (14) of the issuing of the said certificate pay to the Council the amount of the excess.

4.9 LOCAL EMPLOYMENT

- 4.9.1 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 workforce is comprised of residents of the London Borough of Camden.
- 4.9.2 In order to facilitate compliance with the requirements of sub-clause 4.8.1 hereof the Owner shall use reasonable endeavours to work in partnership with (a) King's Cross Construction Skills Centre; and (b) take the following specific measures to ensure:-
- (i) 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 Skills Centre;
 - (ii) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1)

week the King's Cross Construction Skills Centre is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;

- (iii) that at all times during the Construction Phase no less than five (5) work placements shall be provided at the Development always ensuring each work placement (as the case may be) shall be:-
 - (a) recruited through the King's Cross Construction Skills Centre;
 - (b) placed for a period of not less than 2 weeks; and
 - (c) paid at a rate not less than the national minimum wage.
- (iv) that King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (a) what skills and employment are needed through the life of the programme, and (b) 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
- (v) 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 Skills Centre and employed during the Construction Phase.

4.9.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than five (5) construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

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

4.9.4 Pursuant to Clause 4.9.3 hereof the Owner shall pay to the Council the sum of £1,500 (one thousand five hundred pounds) for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

4.9.5 During the Construction Phase the Owner shall use 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 the Kings Cross Construction Skills Centre.

4.10 LOCAL PROCUREMENT

4.10.1 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 service to the Development in accordance with the Council's Local Procurement Code.

4.10.2 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.

4.10.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.10.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.11 OFF-SITE SUSTAINABLE MEASURES CONTRIBUTION

4.11.1 On or prior to the Implementation Date to pay to the Council the Off-Site Sustainability Measures Contribution in full.

4.11.2 Not to Implement or to permit Implementation until such time as the Council has received the Off-Site Sustainability Measures Contribution in full.

4.12 SERVICE MANAGEMENT PLAN

4.12.1 On or prior to the Occupation Date to submit to the Council for approval the Service Management Plan.

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

4.12.3 After 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 Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.13 SUSTAINABILITY PLAN

4.13.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

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

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

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 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.

4.14 TRAFFIC MANAGEMENT ORDER CONTRIBUTION

4.14.1 On or prior to the Implementation Date to pay to the Council the Traffic Management Order Contribution in full.

4.14.2 Not to Implement or to permit Implementation until such time as the Council has:

- (i) received the Traffic Management Order Contribution in full; and
- (ii) amended any traffic management order so required in the opinion of the Council.

5. OBLIGATIONS OF THE COUNCIL

The Council hereby covenants with the Owner as follows:-

5.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.

5.2 In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Owner the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

6.1 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.

6.2 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

7.1 hereof quoting planning reference 2015/0921/P the date upon which the Development is ready for Occupation.

- 6.3 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.
- 6.4 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 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.
- 6.5 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 Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 6.6 Submission of any plan 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 2015/0921/P.
- 6.7 Payment of any financial contribution to the Council pursuant to Clauses 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 planning reference number

2015/0921/P or by Electronic Transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

6.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

6.9 Any sums referred to in this Agreement as payable or to be applied 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 Index 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

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

6.10 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.

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

7.1 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 2015/0921/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.

- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.4 The Owner hereby covenants with the Council that it will within twenty-eight (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.
- 7.5 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.
- 7.6 Neither the Owner the or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

- 7.7 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.
- 7.8 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 and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

MORTGAGEE EXEMPTION

- 7.9 Subject to the provisions of paragraph (i) – (iii) of this Clause 7.9 the restrictions contained in Clause 4.1 (Affordable Housing) hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Social Rented 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 Social Rented 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 (3) 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 Social Rented Housing Units.
 - (iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Social Rented Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Social Rented 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 Social Rented Housing Units and shall cease to bind the Social Rented Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Social Rented 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 (Affordable Housing) hereof as will any person deriving title therefrom.

- 7.10 For the purposes of Clause 7.9(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 2015/0921/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 Borough Solicitor
- 7.11 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 (Affordable Housing).
- 7.12 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).

7.13 The Director for Property Management agrees to be bound by the commitments given to the Council in respect of the covenants, terms and obligations in this Agreement in the letter dated 22nd June 2016 attached hereto.

7.14 The Parties acknowledge that the quantum of Affordable Housing provided at the Development exceeds the Council's planning policy requirements for provision of Affordable Housing ("Affordable Housing Credits") and the Council further acknowledges that such Affordable Housing Credits may be considered as a material consideration in the determination of an application for planning permission for the redevelopment of the land marked as the "Charlie Ratchford centre" and shown edged red on the plan annexed hereto at the Sixth Schedule.

8. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 7.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

9. **JOINT AND SEVERAL LIABILITY**

All Covenants made by the Owner [and the] in this Agreement are made jointly and severally and shall be enforceable as such.

10. **RIGHTS OF THIRD PARTIES**

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

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

OR

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

EXECUTED AS A DEED BY)
[xxxxxxxxxxxxx] **LIMITED**)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))
Director Signature:)
Director/Secretary Name (CAPITALS))
Director/Secretary Signature:)

EXECUTED AS A DEED BY)
[**INDIVIDUAL**])
in the presence of:)

Witness Signature:)
Witness Name: (CAPITALS))
Address:)
Occupation:)

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

.....
Authorised Signatory

THE FIRST SCHEDULE

Construction Management Plan Air Quality and Carbon Reduction

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

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

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

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

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

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

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

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) 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.
- 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) All contractors and sub-contractors operating HGVs 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) or similar at the Bronze level.
- 2) All drivers must have undertaken 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

THE THIRD SCHEDULE

LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 agreements/undertaking 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 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 Owner 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.

THE FOURTH SCHEDULE
DRAFT DECISION LETTER

Mrs Laura Webster
CBRE
Henrietta House
Henrietta Place
London
W1G 0NB

Application Ref: **2015/0921/P**
Please ask for: **Charles Thuaire**
Telephone: 020 7974 5867

29 June 2015

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Councils Own Permission Under Regulation 3 Granted Subject to a Section 106 Legal Agreement

Address:
Vacant site adjacent to no 11 Crogsland Road
London
NW1 8HF

DECISION

Proposal:

Redevelopment of vacant site by the erection of a 6 storey building comprising a day centre (Class D1) on the ground floor and 38 extra-care residential flats (Class C3) on the upper floors, plus roof terraces, communal gardens and minibus parking.

Drawing Nos: Existing- AA4796- 2030, 2031; Proposed- AA4796- 2000D, 2005B, 2006E, 2007E, 2010C, 2013, 2020D, 2021, 2023, 2024, 2040B, 2041A, 2042B;

Design and Access Statement, revised 13.3.15 (by PRP), Affordable Housing Statement (by CBRE), Air Quality Assessment (by Ramboll), Contamination Report (by PBA), Construction Management Plan (by EC Harris), Daylight & Sunlight Assessment and associated appendices (by GVA), Energy Statement (by URS), Ecological Report (by Greengage), Flood Risk Assessment (by Peter Brett Associates), Noise Impact Assessment (by Ramboll), Planning Statement (by CBRE), Statement of Community Involvement (by CBRE), Sustainability Statement (by URS), Transport Statement (by Peter Brett Associates), Arboricultural Report, revised 13.5.15 (by Greengage), UXO Report (by Zetica); letter from CBRE dated 10.4.15 (regarding responses to comments), note from CBRE dated 23.4.15 (clarification of tree proposals); letter from GVA dated 5.5.15 (daylight queries); technical note from PBA dated 20.4.15 (regarding transport comments)



The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun.

a) Details including elevations and sections of all windows, external doors and gates, ventilation grilles, cladding, balustrades and railings;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 A sample panel of the facing brickwork, demonstrating the proposed colour, texture, face-bond and pointing, shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The use of the building shall not commence until the internal corridor windows at all levels facing north are obscure glazed and fixed shut. The windows shall be permanently retained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in

accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 5 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to occupation of the building, full details of hard and soft landscaping, biodiversity enhancements and means of enclosure of all un-built, open areas shall be submitted to and approved by the Council. Such details shall show hard surfacing to be of a permeable construction wherever possible. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 7 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction" and should

include details of appropriate working processes in the vicinity of trees, and details of an auditable system of site monitoring. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 9 Details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority before any works on site are commenced. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 10 Before the use commences, sound insulation shall be provided for the new building in accordance with the recommendations of the Noise Impact Assessment hereby approved. The use shall thereafter not be carried out other than in accordance with the approved scheme.

Reason: To safeguard the amenities of the occupiers and users of the flats in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 12 Details of the roof plant, ventilation extract ducts etc. and any associated acoustic

screening shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun

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

- 13 At least 28 days before development commences, the remediation measures as outlined in the Contamination Report hereby approved shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Before the development is occupied, the minibus service bay within the site shall be clearly marked out in thermoplastic paint stating "No Parking". Thereafter, at no time shall any goods, vehicles, plant equipment or other obstruction be left in this area and the markings shall be permanently maintained and retained unless prior written consent is given by the local planning authority.

Reason: In order to satisfactorily provide for the turning of vehicles within the site and in the interests of highways and pedestrian safety in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Before the development commences, details of secure and covered cycle storage area for 8 cycles, plus additional cycle stands for 4 visitors, shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 16 Prior to first occupation of the development, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from

the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Prior to first occupation of the development, a plan showing details of bird and bat boxes and hedgehog and bee houses, their locations, types and indication of species to be accommodated, shall be submitted to and approved in writing by the local planning authority. The features shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 18 Prior to commencement of development, details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 19 Prior to the first occupation of the development, a plan (showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof) and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 20 The development hereby permitted shall be carried out in accordance with the

following approved plans- Proposed- AA4796- 2000D, 2005B, 2006E, 2007E, 2010C, 2013, 2020D, 2021, 2023, 2024, 2040B, 2041A, 2042B; Design and Access Statement, revised 13.3.15 (by PRP), Affordable Housing Statement (by CBRE), Air Quality Assessment (by Ramboll), Contamination Report (by PBA), Construction Management Plan (by EC Harris), Daylight & Sunlight Assessment and associated appendices (by GVA), Energy Statement (by URS), Ecological Report (by Greengage), Flood Risk Assessment (by Peter Brett Associates), Noise Impact Assessment (by Ramboll), Planning Statement (by CBRE), Statement of Community Involvement (by CBRE), Sustainability Statement (by URS), Transport Statement (by Peter Brett Associates), Arboricultural Report, revised 13.5.15 (by Greengage), UXO Report (by Zetica).

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

21 NEED FOR A LEGAL AGREEMENT

In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with * in this notice of planning permission.

Reason: In order to define the permission and to secure development in accordance with policy CS19 of the London Borough of Camden Local Development Framework Core Strategy.

- 22 * The Class C3 residential units on the upper floors hereby approved shall be occupied and retained as such in perpetuity as Affordable Housing, as defined in the London Plan, and shall not be available for market sale or rent.

Reason: To ensure that the future occupation of the building remains in accordance with the stated intentions for the site and provides sufficient affordable housing in the development, in accordance with policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 and DP4 of the London Borough of Camden Local Development Framework Development Policies.

- 23 * The housing floorspace provided on this site shall be considered as an 'affordable housing credit' on any future residential redevelopment on the existing Charlie Ratchford day centre site opposite in Belmont Street, subject to the following criteria-
- i) the credit relates to all the affordable housing proposed by current application 2015/0921/P;
 - ii) the credit has a value of 3568sqm (measured as gross internal area of affordable residential floorspace excluding communal areas);
 - iii) the credit may only be used for an application for redevelopment of the existing Charlie Ratchford day centre site in Belmont Street for market housing purposes;
 - iv) the credit may only be used if proposed market housing at the existing Charlie Ratchford site exceeds affordable extra-care housing at the current application site so that the 50% target within policy DP3 will apply to the additional market housing;
 - v) the credit may only be used for a period of 10 years from the date of the issue of planning permission reference 2015/0921/P.

Reason: To ensure that the future redevelopment of the existing Charlie Ratchford Centre site in Belmont Street, in conjunction with the development hereby approved in Crogsland Road (ref 2015/0921/P), provides sufficient affordable housing overall for both sites, in accordance with policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 and DP4 of the London Borough of Camden Local Development Framework Development Policies.

- 24 * Prior to first occupation of the development hereby approved, the landowner would ensure through agreement that each new resident is informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 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 shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council.

Reason: In order to ensure that there is no additional parking pressure within the vicinity, in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP18 and DP19 of the London Borough of Camden Local Development Framework Development Policies.

- 25 * No development (excluding enabling works) shall commence before a contract has been entered into with the Local Highway Authority to secure the removal of existing entrance crossovers and construction of new crossovers as appropriate and the reinstatement of level public footways adjacent to the site.

Reason: To ensure that the pedestrian environment is maintained and improved in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

- 26 * No development (excluding enabling works) shall commence before an amendment has been made to the existing Traffic Management Orders by the Local Highway Authority to secure the relocation of residents parking bays to facilitate servicing proposals in Crogsland Road.

Reason: To ensure that the onstreet parking capacity of Crogsland Road is maintained in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17, DP18, DP19 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

- 27 * Prior to commencement of the development (excluding enabling works), confirmation that the necessary measures to secure the necessary highway works and amendments to the Traffic Management Orders for the development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme has an acceptable impact on the adjacent highway and provides an attractive safe and secure environment, in accordance with policies CS5, CS11 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17, DP20 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

- 28 * Prior to commencement of the development (excluding enabling works), confirmation that the necessary measures to secure provision of public realm improvements in the local area shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the impact of the scheme on transport facilities and the environment generally is mitigated, in accordance with policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 and DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 29 * No part of the development (excluding enabling works) hereby approved shall be commenced until a Construction Management Plan setting out measures for ensuring highway safety and managing transport, deliveries and waste throughout the demolition and construction period, has been submitted to and approved by the Council. The measures contained in the Construction Management Plan shall at all times during the construction phase remain implemented.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17, DP20 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 30 * No part of the development hereby approved shall be occupied until a Delivery and Servicing Management Plan, setting out measures for managing deliveries, has been submitted to and approved by the Council. The measures contained in the Service Management Plan shall at all times remain implemented.

Reason: In order to ensure that the servicing of the development does not significantly impact on the existing transport system and to accord with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

- 31 * Prior to commencement of the development (excluding enabling works), a detailed statement shall be submitted to and approved by the Council, showing how the BREEAM 'Excellent' target for the development shall be achieved (based on the Sustainability Statement and Energy Statement hereby approved). Prior to occupation of the development, a post-construction review (with appropriate certificates) shall be submitted to and approved by the Council, demonstrating that

the approved targets have been met for the site and that the development has been constructed and fitted out accordingly.

Reason: To ensure a sustainable and resource efficient development in accordance with the requirements of policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 32 * Prior to occupation of the development, the applicant will have constructed and implemented all the renewable energy measures contained in the Energy Statement hereby approved (or in any revised reports subsequently approved) and such measures shall be permanently retained and maintained thereafter. The measures shall include the installation of meters to monitor the energy output from the approved renewable energy systems.

Reason: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 33 * Prior to commencement of the development (excluding enabling works), confirmation that the necessary measures to secure delivery of carbon reduction measures elsewhere shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes adequate provision for appropriate energy and resource efficiency measures in the area, in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 34 * Within 6 months date of the works commencing on site, a contract shall have been entered into with the local authority to:
- a) Provide a minimum of 5 work placement opportunities of not less than 2 weeks each and a minimum of 5 construction trade apprentices, to be recruited via the Kings Cross Construction Skills Centre, the Council's construction training centre in York Way.
 - b) An agreement to use reasonable endeavours to work with the Kings Cross Construction Skills Centre to provide opportunities to Camden residents to apply for construction vacancies on the site with a target of 20% of the construction workforce to comprise Camden residents.
 - c) An agreement to liaise with i-CAM2, the Council's local procurement service, in relation to the tendering of contracts and to use reasonable endeavours to provide opportunities for local businesses to tender for the supply of goods and services during the construction of the development.
- The development shall be constructed in accordance with this agreement.

Reason: To secure local employment and training opportunities to local

unemployed people during the construction phase and to source goods and services from local businesses in accordance with policy CS8 of the London Borough of Camden Local Development Framework Core Strategy.

- 35 * Prior to commencement of the development (excluding enabling works), confirmation that the necessary measures to secure the employment of 5 construction trade apprentices shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes adequate provision for training and employment opportunities during the construction phase of major developments in the area, in accordance policy CS8 of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 of the London Borough of Camden Local Development Framework Development Policies.

- 36 * Prior to the first occupation of any of the new residential units hereby approved, the Class D1 day care centre shall be constructed, fitted out and made available for occupation to the satisfaction of the Council.

Reason: To ensure the provision of a replacement day care centre in accordance with the requirements of policy CS10 of the London Borough of Camden Local Development Framework Core Strategy and policy DP15 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Your attention is drawn to the need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.

- 4 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk).
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Environment Services (Recycling) on 0207 974 6914/5 or on the website <http://www.camden.gov.uk/cpn/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 7 You are advised that all wild birds, their nests and young are protected during the nesting period under The Wildlife and Countryside Act 1981 (as amended). All removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation shall not be removed until the fledglings have left the nests.
- 8 You are advised that Thames Water makes the following comments on waste and water matters. Any proposal to discharge groundwater into a public sewer requires approval from Thames Water. You should take account of the minimum water pressure in your design. Further advice can be sought from Thames Water Developer Services on 0800 009 3921.
- 9 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 10 You are advised to take account of the findings of the UXO Report (by Zetica) regarding unexploded bombs on the site and to adopt appropriate precautionary measures and a risk mitigation strategy here.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

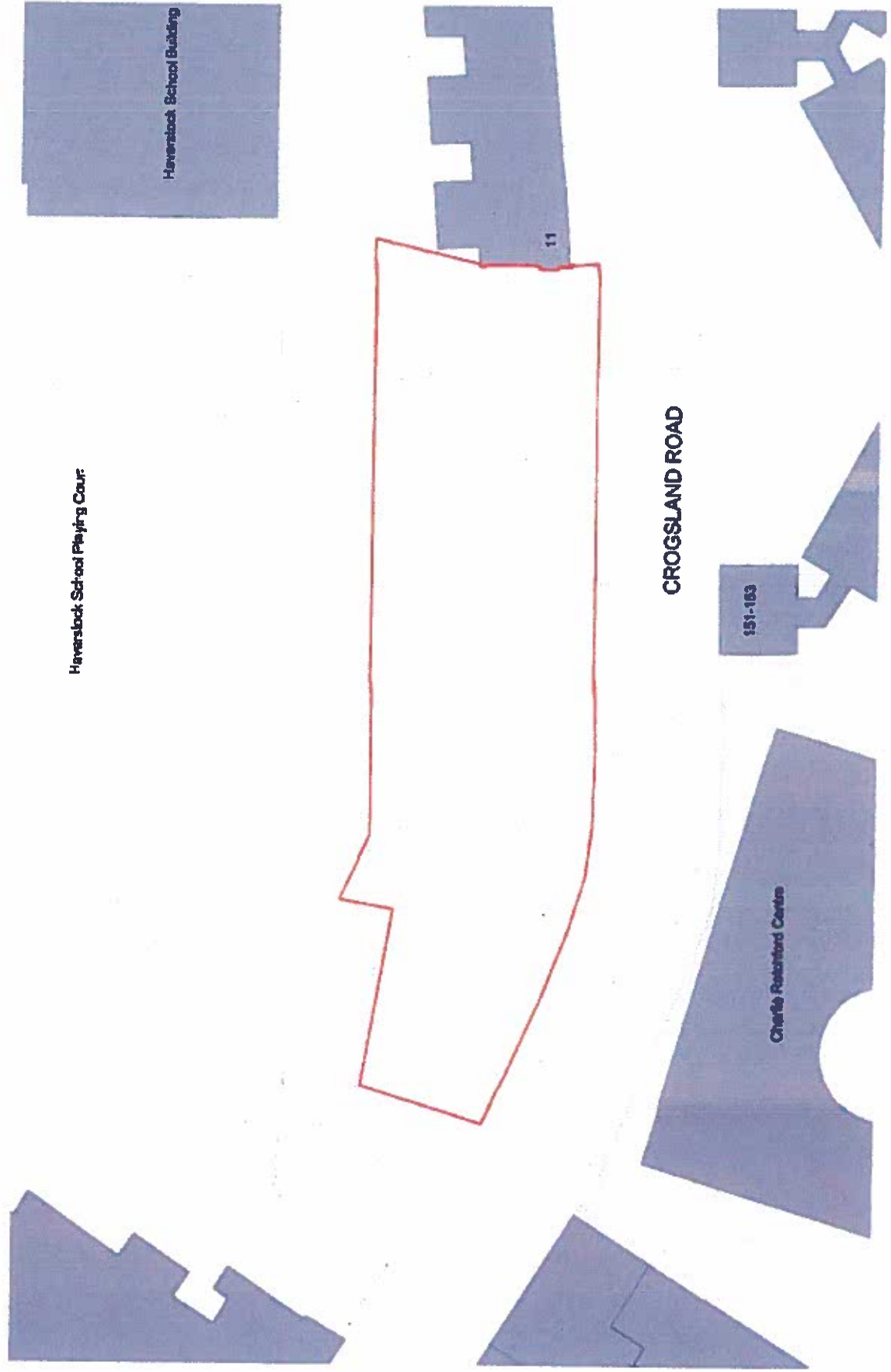
Yours faithfully

Director of Culture & Environment

DECISION

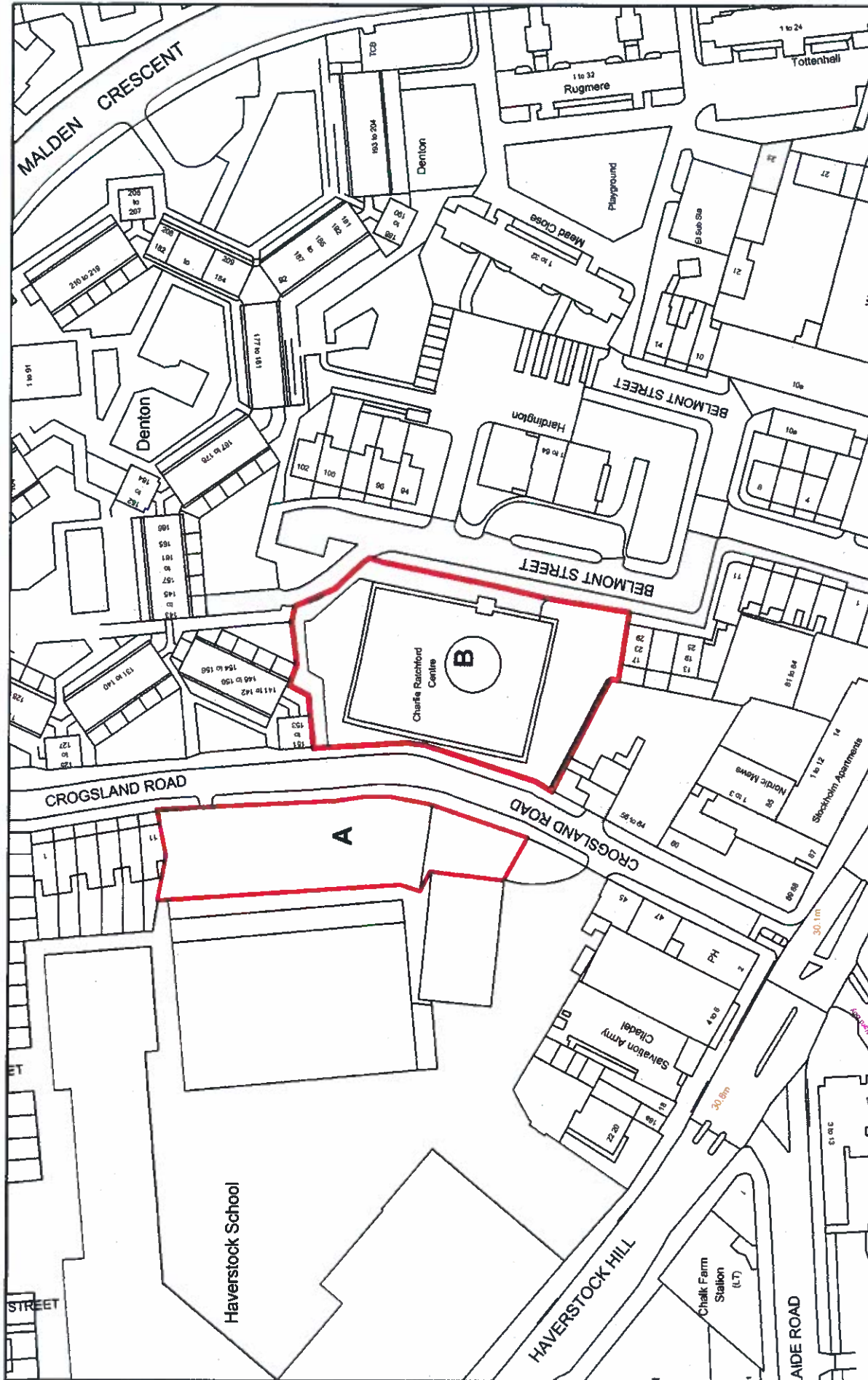
THE FIFTH SCHEDULE
PLAN OF THE PROPERTY

Existing Site Plan



THE SIXTH SCHEDULE

“CHARLIE RATCHFORD DAY CENTRE”, BELMONT STREET



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Ordnance Survey 100019726.



Print Date: 18/07/2014
Printed By: Map Ref No:



Scale 1: 1250

Crogsland Road and Belmont Street

DATED

2016

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

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

**VACANT SITE ADJACENT TO 11 CROGSLAND ROAD
LONDON
NW1 8HF**

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

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1781.153 (final)