

Date 14th October 2020
Email Neil.Vokes@camden.gov.uk
Reference 2019/4473/P

Development
Supporting Communities
London Borough of Camden
5 Pancras Square (4th floor)
LONDON
N1C 4AG

Phone: 020 7974 3419

camden.gov.uk

Gillian Marston
Executive Director Supporting Communities
London Borough of Camden
5 Pancras Square
London
N1C 4AG

Dear Gillian

RE: SHADOW SECTION 106 AGREEMENT

Land at Kiln Place (Blocks 1-64 65-80 81-96 97-104 105-116 117-164; entrance ways into 81-96; land between 81-96 and 117-164; land between Kiln Place and Meru Close; land to east of Kiln Place and playground between blocks 65-80 and 81-96), London

I refer to the above matter.

The Local Planning Authority requires that I make an unequivocal written statement from myself confirming two matters in relation to the above application. Please accept this letter in compliance with that requirement.

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

I hereby confirm that the Development Department, in the operation of the development at Land at Kiln Place, will comply with the conditions marked with an asterisk in the planning permission referenced 2019/4473/P in the manner set out in the obligations contained within the attached shadow s106 Agreement.

I also further confirm that my Department will not dispose of any relevant interests in the Land at Kiln Place development without first ensuring that any new owner with the relevant interest simultaneously executes a Section 106 Agreement securing the obligations contained in the shadow s106 Agreement.

Yours sincerely



Neil Vokes
Director of Development
London Borough of Camden

Application ref: 2019/4473/P
Contact: David Peres Da Costa
Tel: 020 7974 5262
Email: David.PeresDaCosta@camden.gov.uk
Date: 29 October 2020

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Quod
Quod
Ingeni Building
17 Broadwick Street
London
W1F 0AX

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Variation or Removal of Condition(s) Granted Subject to a Section 106 Legal Agreement

Address:

Land at Kiln Place

**(Blocks 1-64 65-80 81-96 97-104 105-116 117-164; entrance ways into 81-96; land between 81-96 and 117-164; land between Kiln Place and Meru Close; land to east of Kiln Place and playground between blocks 65-80 and 81-96)
London**

Proposal:

Variation of condition 2 (approved plans) of planning permission 2014/6697/P dated 31/03/2015 (as amended by 2016/2651/P dated 10/03/2017 and 2017/4471/P dated 04/06/2018) for (for development of 15 residential units on 6 sites across Kiln Place estate); namely alterations to refuse store location and new refuse stores, reassignment of wheelchair unit and conversion of existing garage to wheelchair parking space, alteration to parking bays at site 5, relocation of cycle store to corner of Kiln Place and Lamble Street, minor alteration to design of amenity areas, omission of front gardens to 81-96 Kiln Place, reconfiguration of road between site 1 and 2, erection of bollards, changes to landscaping including relocation of trees and omission of brown and green roofs.

Drawing Nos:

Superseded: 116_P_01P Rev J; 116_P_02P Rev X; 116_L_001 Rev M; 116_L_101 Rev K; 116_L_201 Rev K; 116_L_002 Rev G; 116_L_102 Rev F; 116_L_202 Rev G; 116_E_01 Rev E; 116_E_02 Rev B; 116_E_05 Rev D; 116_E_08 Rev D; 116_E_09 Rev C; 116_E_12 Rev E; 116_E_13 Rev D; 116_E_15 Rev B

Revised: 116_P_01P Rev N; 116_L_001 Rev V; 116_L_101 Rev M; 116_L_201 Rev M; 116_L_002 Rev R; 116_L_102 Rev H; 116_L_202 Rev J; 116_E_01 Rev G;

116_E_02 Rev F; 116_E_05 Rev G; 116_E_08 Rev F; 116_E_09 Rev E; 116_E_12 Rev H; 116_E_13 Rev F; 116_E_15 Rev E; 116_E_16 Rev A; 116_P_02P Rev E; Planning Statement prepared by Quod dated May 2020; Proposed Tree Planting Location Assessment prepared by Tree Aware dated July 2019; Ecological Enhancement Strategy prepared by The Ecology Consultancy dated 11/11/2019

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 31 March 2015, the date of the original permission ref 2014/6697/P.

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

- 2 For the purposes of this decision, condition no.2 of planning permission 2014/6697/P shall be replaced with the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; Planning Statement by Quod Planning dated October 2014 (As amended by letter from Quod dated August 2016); 116_S_01 Rev D; 02 Rev B; 06 Rev A; 116_E_03 Rev C; 04 Rev B; 14 Rev A; 23318_01 Rev 2; Additional elevations and images; Tree survey overlay drawing; Arboricultural Method Statement by Tree Aware Ltd dated 26/9/2014; Arboricultural Impact assessment by Tree Aware Ltd dated 26/9/2014; Tree Survey by Tree Aware Ltd dated 23/01/2014; Habitat Survey by Ramboll dated October 2014; Design and Access Statement by Peter Barber Architects dated October 2014; Flood Risk Assessment by Ramboll dated October 2014; Daylight/Sunlight report dated 16/9/2014; Energy Strategy and CFSH Report by Ramboll dated 30/09/2014; Transport Statement by Ramboll dated September 2014; Construction Management Plan by JMP dated 16/7/2014; Geotechnical and Environmental desk study by Ramboll dated October 2014; Noise and vibration impact assessment by Ramboll dated October 2014 and Waste Assessment by Ramboll dated 20/10/2014; 116_E_06 Rev C; 116_E_07 Rev C; 116_E_10 Rev B; 116_E_11 Rev C; 116_S_03 Rev D; 116_S_04 Rev B; 116_S_05 Rev C; Planning Statement prepared by Quod dated May 2020; Proposed Tree Planting Location Assessment prepared by Tree Aware dated July 2019; Ecological Enhancement Strategy prepared by The Ecology Consultancy dated 11/11/2019; 116_P_01P Rev N; 116_L_001 Rev V; 116_L_101 Rev M; 116_L_201 Rev M; 116_L_002 Rev R; 116_L_102 Rev H; 116_L_202 Rev J; 116_E_01 Rev G; 116_E_02 Rev F; 116_E_05 Rev G; 116_E_08 Rev F; 116_E_09 Rev E; 116_E_12 Rev H; 116_E_13 Rev F; 116_E_15 Rev E; 116_E_16 Rev A; 116_P_02P Rev E

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

- 3 The development shall be carried out in accordance with the colour, texture, face-bond and pointing of the sample panel of the facing brickwork approved in connection with 2017/3803/P on 21/11/2017 and 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 D1 of the London Borough of Camden Local Plan 2017.

- 4 All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work)

Reason: To ensure the preservation of the amenity value and health of the trees.

- 5 Prior to the commencement of either:
a) the development;
b) works in connection with the provision of new entrances to 81-96 Kiln Place;
or
c) works in connection with the playground;

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". 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 policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 6 The development shall be carried out in full accordance with the detailed drawings and samples approved under 2017/3803/P on 21/11/2017 and 2018/0576/P on 11/06/2018 or any subsequent submission of detailed drawings, or samples of materials as appropriate, in respect of the following, approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

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. 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 D1 of the London Borough of Camden Local Plan 2017.

- 7 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 policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 8 The remediation measures for soil, groundwater contamination and landfill gas shall be implemented strictly in accordance with the scheme approved under 2018/2438/P dated 03/12/2018 as verified by 2019/3682/P dated 09/01/2020.

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 policies C1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 9 Prior to the commencement of development, other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition or works in relation to the provision of new entrances to 81-96 Kiln Place, or works in connection with the playground, details of secure and covered cycle storage areas for 22 cycles 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 T1 of the London Borough of Camden Local Plan 2017.

- 10 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H6 of the London Borough of Camden Local Plan 2017.

- 11 The development shall be carried out in accordance with the noise mitigation measures to ensure acceptable internal noise levels within the proposed residential units as set out in the Noise and vibration impact assessment by

Ramboll dated October 2014 and no unit shall be occupied until the mitigation measures relevant to all units have been installed.

Reason: To safeguard the amenities of the future occupants of the development in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 12 The sustainable drainage system shall be carried out in accordance with the details approved under 2017/3804/P dated 27/02/2018 or any subsequent submission of details of a sustainable urban drainage system approved in writing by the local planning authority before the relevant part of the work is begun. Such system shall be based on a 1:100 year event with 30% provision for climate change demonstrating at least 50% attenuation of all runoff. The development shall incorporate the systems as approved which shall thereafter be retained and maintained in accordance with the approved details and the manufacturers' recommendations.

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 CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 13 No development shall take place on either;
- a) the development;
 - b) works in connection with the playground; or
 - c) works in connection with the provision of new entrances to 81-96 Kiln Place other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition, until full details of hard and soft landscaping and means of enclosure of all un-built, open areas prepared in consultation with the Councils transport department have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. 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 A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

- 14 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. 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 A2, A3 and D1 of the London Borough of

- 15 * Affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as affordable housing and shall only be occupied and shall be retained in perpetuity for no purpose other than for the provision of social rented housing, in line with the definition for such as set out within 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 as such may be; not disposing of any interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord 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.

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policies H4, H5, H6, H7 and DM1 of the London Borough of Camden Local Plan 2017.

- 16 * Prior to first occupation of any of the residential units, the landowner shall ensure through agreement that occupiers of the new units are 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; shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council nor shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that the development does not contribute to increased car use and parking congestion in accordance with the requirements of policies T2 and DM1 of the London Borough of Camden Local Plan 2017.

- 17 * Code for Sustainable Homes

The development shall be implemented in accordance with the design stage Sustainability Assessment approved 28/06/2017 (planning ref: 2017/2173/P) and the post completion certificate certificate which demonstrates that the development has achieved Level 4 approved under 2019/5617/P dated 10/01/2020.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 18 * Service Management Plan

The development shall not be serviced other than in accordance with the Servicing Management Plan approved under 2020/0472/P dated 09/04/2020 or any subsequent submission of a Servicing Management Plan approved in

writing by the local planning authority. The plan shall include details of the proposed layout and access routes and how they will accommodate appropriately sized servicing vehicles.

Reason: To avoid obstruction of the surrounding streets and ensure the safety of pedestrians, cyclist and other road users, in accordance with the requirements of policies T1, T4 and A1 of the London Borough of Camden Local Plan 2017.

19 * Local employment

The applicant and/or developer shall carry out the agreement approved by the local planning authority 18/10/2017 (planning ref: 2017/3509/P) to ensure the following:

a) an agreement with Kings Cross Construction Skills Centre to ensure that all job vacancies during the construction phases are registered with KSCSC at the same time as other recruitment efforts and all reasonable endeavours are used to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden,

b) an agreement with the Kings Cross Construction Skills Centre (KXCSC) to ensure provision of no less than 2 construction trade apprentices employed for at least 52 weeks each

c) confirmation that the necessary measures to support and ensure the recruitment and training of each apprentice have been put in place;

d) an agreement with the Kings Cross Construction Skills Centre (KXCSC) to ensure provision of no less than 3 work placements of no less than 2 weeks each;

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policies E1 and E2 of the London Borough of Camden Local Plan 2017.

20 * Local procurement

On or prior to Implementation, the developer shall meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

The construction of the Development shall not be carried out otherwise than in accordance with the programme for local procurement approved 18/10/2017 (planning ref: 2017/3509/P) or any subsequent submission of a programme for local procurement approved in writing by the local planning authority. The programme shall detail opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code and the developer 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.

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policies E1 and E2 of the London Borough of Camden Local Plan 2017.

- 21 * The measures contained in the Construction Management Plan approved 11/08/2017 planning ref: 2017/3959/P shall at all times remain implemented during all works of construction and demolition. Where separate Construction Management Plans are submitted for the demolition and the construction phases the provisions of this condition will apply to both plans.

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 policies T1, T4 and A1 of the London Borough of Camden Local Plan 2017.

- 22 * The development shall be carried out with the plans demonstrating the levels at the interface of the development with the boundary of the Property and the Public Highway approved 18/10/2017 (planning ref: 2017/3805/P).

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy T3 of the London Borough of Camden Local Plan 2017.

- 23 In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be progress 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 DM1 of the London Borough of Camden Local Plan 2017.

- 24 * Ecological Enhancement Strategy

The ecological enhancement measures including 18 trees shall be carried out in accordance with the Ecological Enhancement Strategy, prepared by The Ecology Consultancy dated 11/11/2019, hereby approved by not later than the end of the planting season following completion of the development or any phase of the development. 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: In order to ensure the development undertakes reasonable measures to take account of biodiversity in accordance with policies D1, A2 and A3 of London Borough of Camden Local Plan 2017.

25 * Bin and Cycle Stores

Prior to first occupation of any of the residential units, the bin and cycle stores (4 x refuse stores and 2 x cycle stores) approved under 2020/0424/P dated 7/05/2020 shall be provided in their entirety and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities and refuse and recycling facilities in accordance with the requirements of policy T1 and CC5 of the London Borough of Camden Local Plan 2017.

Informative(s):

1 Reason for granting permission

Following changes to the waste strategy only five homes (rather than all of the 15 approved dwellings) would have individual refuse and recycling stores and a kerb side collection. A new MetroSTOR with capacity for 5 Eurobins would be located on the corner of Lamble Street and Kiln Place and existing Store 3 would be used for the storage of recyclable waste. This is in accordance with the waste strategy approved under 2020/0424/P. Urban design have reviewed the location and design of the waste store and these are considered acceptable.

The revised strategy requires the provision of some refuse stores beyond the application site boundary (refuse store 2, 3 and 4). These were approved under planning ref: 2020/0424/P.

Approval is sought for Unit 6 (1 Bed-2 Person) to become a wheelchair unit, with Unit 5.1 (previous 1 Bed-2 Person) returning to a 'general needs' social rented unit. Unit 6 offers a more favourable space for a wheelchair user. The existing garage space, which would have become the cycle store for the dwellings approved under 2014/6697/P, would become the wheelchair parking space for Unit 6 as it is within close proximity to this dwelling.

At Site 5, the parking bay arrangements would be altered so that the wheelchair accessible bay would be provided closer to Unit 5.3. This amended parking layout allows a further standard parking bay to be provided to bring the total number of car parking spaces in this location to four (including the wheelchair bay). The redevelopment of the Kiln Place estate would still result in an overall net reduction of 10 parking spaces and therefore remains consistent with the principle objective of Policy T2.

As the original location of the cycle store is required for the wheelchair parking space, bike hangars are now proposed. A bike hangar for 4 cycles would be located close to the junction of Lamble Street and Kiln Place and 2 bike hangars (for 10 cycles in total) would be located outside the site boundary within the Kiln Place Estate (in an area of existing hardstanding, located immediately to the south east of the playground). The location of the cycle stores have been reviewed by transport and the design and location of the cycle stores are considered acceptable. The 2 bike hangars located outside the

site boundary have been approved under planning ref: 2020/0424/P.

The approved front gardens and entrances to the ground floor dwellings at 81-96 Kiln Place would be omitted. Instead, it is proposed to remove the existing timber louvres and install a new tree lined path along the northern elevation of the 81-96 Block. This follows concerns raised by The Kiln Place TRA with the extent of the green space being lost due to the overall width of the approved pathway and gardens in front of the 81-96 Kiln Place block. This change is considered acceptable.

Changes are proposed to a section of Kiln Place road between Site 1 and 2. This would include omitting the trees in this location, increasing the width of the pavement and the installation of bollards. Two of the proposed bollards close to the Unit 6 garage would be foldable to enable vehicular access. The proposed amendments are required to allow these spaces to be used by vehicles and pedestrians with increased confidence. The applicant's tree consultant has advised that the current tree planting locations would be unsuitable for trees. New trees are therefore proposed in more favourable locations. Eighteen new trees would be planted as part of the Kiln Place Estate development. This is an increase of four new trees over the 14 previously approved under the original consent 2014/6697/P. Some of the proposed trees would be located outside the site boundary, within the wider Kiln place estate. The proposed changes to tree planting have been agreed with the Council's tree officer and the Green Spaces Team.

- 2 It is proposed to omit the brown and green roofs previously proposed as these are no longer required to contribute towards the drainage strategy for the proposals. The approved drainage strategy provides 1,856 m³ of attenuation as opposed to the 1,200 m³ set out in support of the original approval (ref: 2014/6697/P). Sustainability officers have reviewed the proposal to omit the green roofs and, in this instance, consider that this is acceptable.

To ensure the proposed trees and approved bin and cycle stores beyond the site boundary are delivered to serve the 15 dwellings approved under 2014/6697/P, a deed of variation to the shadow s106 legal agreement would be required.

There would be minimal impact on neighbouring amenity from the proposed amendments in terms of daylight / sunlight, privacy, outlook or noise.

No objections have been received prior to this decision. The planning and appeal history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies DM1, D1, CC5, H6, C6, T1, T2, A2, A3, CC2, CC3 and A1 of the Camden Local Plan 2017. The development also accords with the NPPF and the London Plan 2016.

- 3 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission 2014/6697/P is subject otherwise to the same terms, drawings, conditions and obligations as attached to the

previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).

- 4 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).
- 5 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 Compliance and Enforcement team [Regulatory Services], 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.
- 6 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 8 The matters covered by conditions marked with an * are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document.

- 9 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.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2019.

You can find advice about your rights of appeal at:

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'DPope', is positioned above the printed name and title of the signatory.

Daniel Pope
Director of Economy, Regeneration and Investment

DATED

2020

(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

Land at Kiln Place

**(Blocks 1-64 65-80 81-96 97-104 105-116 117-164; entrance ways into 81-96; land
between 81-96 and 117-164; land between Kiln Place and Meru Close; land to east of
Kiln Place and playground between blocks 65-80 and 81-96)
London, NW5**

**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 4834

CLS/SW/1800.1572

THIS AGREEMENT is made the day of 2020

B E T W E E N:

1. **APPLICANT LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "the Owner") of the first part
2. **MORTGAGEE** of (hereinafter called " ") of the second part
3. **[INTERESTED PARTY/LEASEHOLDER]** of [] (hereinafter called the " " 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 LN172042 [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 in August 2019 and validated on 9 September 2019 and the Council resolved
to grant permission conditionally under reference number 2019/4473/P subject to
conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in
which the Property is situated and considers it expedient in the interests of the proper
planning of its area that the development of the Property should be restricted or
regulated in accordance with this Agreement.

- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 [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:-

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| 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 |
| 2.2 | "the Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Bin and Cycle Stores Works" | the installation of 4 x refuse stores and 2 x cycle stores on the land shown edged red on the plan contained at the Seventh Schedule marked "Proposed Site inc. Roof Plan (Figure Ground) (drawing reference: 116_P_01P FP Rev B)" and other works as detailed in the planning permission dated 7 May 2020 under reference 2020/0424/P for Installation of 4 x refuse stores (east of 97-104 Kiln Place; adjacent to Unit 4 Kiln |

Place; and 2 close to junction between Kiln Place and Grafton Road) and 2 x cycle stores (bikehangers) to the south east of playground, and associated works.

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| 2.4 | “the Bird Boxes” | two (2) bird boxes of a size and design to be approved by the Council and to be located in areas recommended by the Ecological Enhancement Strategy or in such other locations approved by the Council |
| 2.5 | “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 |
| 2.6 | “the Community Facilities Contribution” | the sum of £31,360 (thirty-one thousand three hundred and sixty pounds) to be paid by 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 and or improvement of community facilities in the vicinity of the Development |
| 2.7 | “the Community Working Group” | <p>a community working group which has been established to address the concerns of neighbouring residents of the Property throughout the Construction Phase and to include (but not be restricted to) local ward councillors and residents from Elaine Grove and further to include (but not limited to):</p> <ul style="list-style-type: none">(i) contact details of the person appointed by the Owner to liaise (on behalf of the Owner) with neighbouring residents; and(ii) details of how and at what intervals the appointed person will communicate with the neighbouring residents. |

2.8 “Construction Management Plan” a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to 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 and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto;
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto;
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including

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

- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (vii) 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; and
- (viii) 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;
- (ix) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.8(ix) hereof; and
- (x) evidence that the Owner (in preparing the plan) has taken account of any reasonable representations received pursuant to sub-clause 2.8(ix) hereof

2.9 "the Construction Phase"

the whole period between

- (i) the Implementation Date and

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

2.10 "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

2.11 "the Development"

The development permitted by variation of condition 2 (approved plans) of planning permission 2014/6697/P dated 31/03/2015 (as amended by 2016/2651/P dated 10/03/2017 and 2017/4471/P dated 04/06/2018) (for development of 15 residential units on 6 sites across Kiln Place estate, following demolition of foyer entrances and refuse storage area for blocks 1-64, 65-80, 81-96, 97-104, 105-116, 117-164 Kiln Place along with provision of new pathway and front entrances into lower maisonettes of 81-96 Kiln Place, enlargement and improvement of playground& landscaping, and other associated works,) namely alterations to refuse store location and new refuse stores, unit 6 to be wheelchair unit (rather than unit 5.1) and conversion of existing garage to wheelchair parking space, alteration to parking bays at site 5, relocation of cycle store to corner of Kiln Place and Lambie Street, minor alteration to design of amenity areas, omission of front gardens to 81-96 Kiln Place, reconfiguration of road between site 1 and 2, erection of bollards, changes to landscaping including relocation of trees, and omission of brown and green roofs as shown on the following drawings:

Superseded: 116_P_01P Rev J; 116_P_02P Rev X; 116_L_001 Rev M; 116_L_101 Rev K; 116_L_201 Rev K; 116_L_002 Rev G; 116_L_102 Rev F; 116_L_202 Rev G; 116_E_01 Rev E; 116_E_02 Rev B; 116_E_05 Rev D; 116_E_08 Rev D; 116_E_09 Rev C; 116_E_12 Rev E; 116_E_13 Rev D; 116_E_15 Rev B

Revised: 116_P_01P Rev N; 116_L_001 Rev V; 116_L_101 Rev M; 116_L_201 Rev M; 116_L_002 Rev R; 116_L_102 Rev H; 116_L_202 Rev J; 116_E_01 Rev G; 116_E_02 Rev F; 116_E_05 Rev G; 116_E_08 Rev F; 116_E_09 Rev E; 116_E_12 Rev H; 116_E_13 Rev F; 116_E_15 Rev E; 116_E_16 Rev A; 116_P_02P Rev E; Planning Statement prepared by Quod dated May 2020; Proposed Tree Planting Location Assessment prepared by Tree Aware dated July 2019; Ecological Enhancement Strategy prepared by The Ecology Consultancy dated 11/11/2019

2.12 “the Ecological Enhancement Strategy”

the report contained at the Eighth Schedule dated 11 November 2019 titled *Kiln Place, Camden Ecological Enhancement Strategy* prepared by The Ecology Consultancy and any update or variation to the report as the Council may approve in writing

2.13 “the Ecology Land”

the areas of land in the vicinity of the Property described in the Ecological Enhancement Strategy and shown in Figure 2 Appendix 1 of the Ecological Enhancement Strategy

2.14 “the Education Contribution”

the sum of £42,358 (forty-two thousand three hundred and fifty-eight 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 educational needs arising in the London Borough of Camden

2.15 "the Environmental Improvements Contribution"

the sum of £15,000 (fifteen 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 and environmental improvements in the vicinity of the Development.

2.16 "the Highways Contribution"

the sum of £49,590 (forty-nine thousand five hundred and ninety 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 repave that part of the footway situated between the access to the Property on Lambie Street and the access to the Property on Grafton Road; and
- (ii) any other works reasonably required as a direct result of the Development (such works as considered necessary by the Council acting reasonably)

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

2.17 "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

2.18 "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

2.19 "the Landscaping Works"

the planting of trees shrubs and plants together with associated works as set out in the Ecological Enhancement Strategy in the locations shown in the Ecological Enhancement Strategy or in such other location(s) as the Council may approve in writing

2.20 "the Level Plans"

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

2.21 "Local Procurement Code"

the code at the Third Schedule annexed hereto

2.22 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.23 the Off-Site Sustainability Measures Contribution

the sum of £9,180 (nine thousand one hundred and eighty 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

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| | event of receipt towards off-site carbon reduction measures in the vicinity of the Development |
| 2.24 "the Parties" | the Council the Owner [and the Mortgagee] |
| 2.25 "the Planning Application" | a planning application in respect of the Development of the Property submitted to the Council and validated on 9 September 2019 for which a resolution to grant permission has been passed conditionally under reference number 2019/4473/P subject to conclusion of this Agreement |
| 2.26 "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 |
| 2.27 "the Planning Permission" | a planning permission granted for the Development substantially in the draft form at the Fourth Schedule annexed hereto |
| 2.28 "the Property" | the land known as Land at Kiln Place, , Land at Kiln Place (Blocks 1-64 65-80 81-96 97-104 105-116 117-164; entrance ways into 81-96; land between 81-96 and 117-164; land between Kiln Place and Meru Close; land to east of Kiln Place and playground between blocks 65-80 and 81-96) London, NW5 the same as shown edged red on the plan at the Fifth Schedule annexed hereto. |
| 2.29 "the Public Highway" | any carriageway footway and or verge adjoining the Property maintainable at public expense |

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| 2.30 | "the Public Open Space Contribution" | the sum of £24,216 (twenty-four thousand two hundred and sixteen pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and or nature conservation improvements to parks and open space and or the obtaining of land to make public open spaces in the vicinity of the Development |
| 2.31 | "Registered Provider" | a registered provider of Affordable Housing registered as such by the Regulator |
| 2.32 | "Regulator" | the Home and Communities Agency and any successor organisation |
| 2.33 | "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 |
| 2.34 | "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 |
| 2.35 | "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; and
- (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

2.36 Social Rented Housing Units" the seven (7) units of Social Rented Housing (forming part of the Affordable Housing) comprising 5 x one-bedroom units and 1 x two-bedroom unit and 1 x three bedroom unit the same as shown edged red on the plan at the Sixth Schedule annexed hereto

2.37 "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

2.38 "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 which shall include:-

- (i) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (ii) 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

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 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 **COMMUNITY FACILITIES CONTRIBUTION**

- 4.2.1 On or prior to the Implementation Date to pay in full to the Council the Community Facilities Contribution.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received in full the Community Facilities Contribution.

4.3 **CONSTRUCTION MANAGEMENT PLAN**

- 4.3.1 Prior to the Implementation Date to provide to the Community Working Group for comments a draft Construction Management Plan.
- 4.3.2 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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 EDUCATION CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.5 HIGHWAYS

- 4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works together with (upon written request) a breakdown detailing how the Highways Contribution has been spent.

4.5.5 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.

4.5.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen (14) days of issuing the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

4.6 **LOCAL EMPLOYMENT**

4.6.1 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.

4.6.2 In order to facilitate compliance with the requirements of sub-clause 4.6.1 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 two (2) 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.

4.6.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than one (1) 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.

4.6.4 Pursuant to Clause 4.6.3 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.

4.6.5 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.

4.7 LOCAL PROCUREMENT

4.7.1 Prior to Implementation to agree a programme (to include liaison with the Council's procurement service known as "i-CAM2" or any successor service) 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.

4.7.2 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.

4.7.3 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.

- 4.7.4 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.

4.8 OFF-SITE SUSTAINABLE MEASURES CONTRIBUTION

- 4.8.1 Prior to the Implementation Date to pay to the Council the Off-Site Sustainability Measures Contribution in full.
- 4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Off-Site Sustainability Measures Contribution in full.

4.9 PUBLIC OPEN SPACE CONTRIBUTION

- 4.9.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.
- 4.9.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.10 SERVICE MANAGEMENT PLAN

- 4.10.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.
- 4.10.2 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.
- 4.10.3 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 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 accordance with the requirements of the Service Management Plan (unless agreed otherwise by the Council in writing).

4.11 SUSTAINABILITY PLAN

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

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

4.11.3 Not to Occupy or permit Occupation of the 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.

4.11.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan (unless agreed otherwise by the Council in writing).

4.12 ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

4.12.1 On or prior to the Implementation Date to pay to the Council the Environmental Improvements Contribution in full.

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

4.13 AFFORDABLE HOUSING

4.13.1 To commence all works of construction conversion and fitting out necessary to make the Social Rented Housing Units as approved by the Council suitable for occupation

as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

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

4.13.3 Not to occupy or allow occupation of any part of the Development until such time as:

- (i) the Social Rented Housing 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 Social Rented Housing Units have been completed in accordance with the requirement of Sub-Clause 4.13.1 hereof.

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

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

4.14 BIN AND CYCLE STORES WORKS

4.14.1 To carry out and complete the Bin and Cycle Stores Works to the Council's satisfaction prior to Occupation of any of the residential units forming part of the Development.

4.14.2 Not to Occupy or permit Occupation of any of the residential units forming part of the Development until the Council has provided written confirmation that the Bin and Cycle Stores Works have been completed to the Council's satisfaction.

4.15 ECOLOGICAL ENHANCEMENT

4.15.1 To submit details of the Landscaping Works to the Council as soon as reasonably practicable following the date hereof.

4.15.2 To carry out and complete the Landscaping Works to the satisfaction of the Council within the first planting season following the earlier of the Occupation Date and the date of issue of the Certificate of Practical Completion.

4.15.3 To install the Bird Boxes to the satisfaction of the Council prior to the earlier of the Occupation Date and the date of issue the Certificate of Practical Completion and thereafter maintain the Bird Boxes to the satisfaction of the Council for the lifetime of the Development.

4.15.4 Not to Occupy the Development until the Bird Boxes have been installed to the satisfaction of the Council and written notice has been provided to that effect.

4.15.5 To maintain the Ecology Land and the Landscaping Works in accordance with the Management Plan appended to the Ecological Enhancement Strategy (Appendix 3) and such variations of the Management Plan as the Council may from time to time require for a period of five (5) years from the earlier of the Occupation Date and the date of issue of the Certificate of Practical Completion.

4.15.6 If any trees or areas of planting within the Ecology Land die are removed or become seriously damaged or diseased within a period of five (5) years from the completion of the Development to replace such trees or areas of planting as soon as reasonably possible and in any case by not later than the end of the next planting season with others of similar size and species or such size and species as the Council may otherwise approve.

4.15.7 If the Owner fails to comply with its obligations in this clause 4.15 the Owner shall forthwith take any steps required by the Council to remedy such non-compliance and in the event of continued breach the Council may on giving 28 days written notice

carry out such works as necessary to remedy the non-compliance and the Owner shall within 28 days of demand pay to the Council the Council's reasonable costs in carrying out such works.

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.
- 5.3 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) in relation to the carrying out of the Highways Works and if the Council requires any further works to be undertaken to the highway in addition to those set out in 2.11(i) or introduce traffic management orders or measures reasonably required as a consequence of the Development it will liaise with the Owner and advise of the additional measures as soon as reasonably possible.
- 5.4 The Council shall act reasonably when seeking to enforce any of the terms of this Agreement including where practicable to notify the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations.

6. **NOTICE TO THE COUNCIL/OTHER MATTERS**

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

- 6.2 Within seven (7) 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 2019/4473/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 in writing) provide through its Planning Obligations Monitoring Officer confirmation of compliance and/or (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such request) 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 2019/4473/P.

- 6.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the quoting the planning reference 2019/4473/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 (3) 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
- $$A = B \frac{X(Y-X)}{X}$$
- 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 2019/4473/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.
- 7.9 The Director of Development 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 attached hereto.

MORTGAGEE EXEMPTION

- 7.10 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.13 (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 Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
 - (ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the 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 4.13 hereof as will any person deriving title therefrom.

7.11 For the purposes of Clause 7.10(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 2019/4473/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

7.12 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 4.13.

7.13 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale to such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provide 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).

[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

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
)
in the presence of:)

.....
Witness Signature

Witness Name

Address

Occupation

EXECUTED as a Deed)
By Mortgagee)
by)
in the presence of:-)

.....

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 as data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action 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 effects 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 PLANNING PERMISSION

THE FIFTH SCHEDULE

PLAN OF THE PROPERTY

THE SIXTH SCHEDULE
SOCIAL RENTED HOUSING

THE SEVENTH SCHEDULE

BIN AND CYCLE STORE WORKS

THE EIGHTH SCHEDULE
ECOLOGICAL ENHANCEMENT STRATEGY

Application ref: 2019/4473/P
Contact:
Tel: 020 7974
Date:

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Quod
Quod
Ingeni Building
17 Broadwick Street
London
W1F 0AX

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Land at Kiln Place

(Blocks 1-64 65-80 81-96 97-104 105-116 117-164; entrance ways into 81-96; land between 81-96 and 117-164; land between Kiln Place and Meru Close; land to east of Kiln Place and playground between blocks 65-80 and 81-96)
London

Proposal:

Variation of condition 2 (approved plans) of planning permission 2014/6697/P dated 31/03/2015 (as amended by 2016/2651/P dated 10/03/2017 and 2017/4471/P dated 04/06/2018) for (for development of 15 residential units on 6 sites across Kiln Place estate); namely alterations to refuse store location and new refuse stores, reassignment of wheelchair unit and conversion of existing garage to wheelchair parking space, alteration to parking bays at site 5, relocation of cycle store to corner of Kiln Place and Lambie Street, minor alteration to design of amenity areas, omission of front gardens to 81-96 Kiln Place, reconfiguration of road between site 1 and 2, erection of bollards, changes to landscaping including relocation of trees and omission of brown and green roofs.

Drawing Nos:

Superseded: 116_P_01P Rev J; 116_P_02P Rev X; 116_L_001 Rev M; 116_L_101 Rev K; 116_L_201 Rev K; 116_L_002 Rev G; 116_L_102 Rev F; 116_L_202 Rev G; 116_E_01 Rev E; 116_E_02 Rev B; 116_E_05 Rev D; 116_E_08 Rev D; 116_E_09 Rev C; 116_E_12 Rev E; 116_E_13 Rev D; 116_E_15 Rev B

Revised: 116_P_01P Rev N; 116_L_001 Rev V; 116_L_101 Rev M; 116_L_201 Rev M; 116_L_002 Rev R; 116_L_102 Rev H; 116_L_202 Rev J; 116_E_01 Rev G; 116_E_02 Rev F; 116_E_05 Rev G; 116_E_08 Rev F; 116_E_09 Rev E; 116_E_12 Rev H;

116_E_13 Rev F; 116_E_15 Rev E; 116_E_16 Rev A; 116_P_02P Rev E; Planning Statement prepared by Quod dated May 2020; Proposed Tree Planting Location Assessment prepared by Tree Aware dated July 2019; Ecological Enhancement Strategy prepared by The Ecology Consultancy dated 11/11/2019

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from 31 March 2015, the date of the original permission ref 2014/6697/P.

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

- 2 For the purposes of this decision, condition no.2 of planning permission 2014/6697/P shall be replaced with the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; Planning Statement by Quod Planning dated October 2014 (As amended by letter from Quod dated August 2016); 116_S_01 Rev D; 02 Rev B; 06 Rev A; 116_E_03 Rev C; 04 Rev B; 14 Rev A; 23318_01 Rev 2; Additional elevations and images; Tree survey overlay drawing; Arboricultural Method Statement by Tree Aware Ltd dated 26/9/2014; Arboricultural Impact assessment by Tree Aware Ltd dated 26/9/2014; Tree Survey by Tree Aware Ltd dated 23/01/2014; Habitat Survey by Ramboll dated October 2014; Design and Access Statement by Peter Barber Architects dated October 2014; Flood Risk Assessment by Ramboll dated October 2014; Daylight/Sunlight report dated 16/9/2014; Energy Strategy and CFSH Report by Ramboll dated 30/09/2014; Transport Statement by Ramboll dated September 2014; Construction Management Plan by JMP dated 16/7/2014; Geotechnical and Environmental desk study by Ramboll dated October 2014; Noise and vibration impact assessment by Ramboll dated October 2014 and Waste Assessment by Ramboll dated 20/10/2014; 116_E_06 Rev C; 116_E_07 Rev C; 116_E_10 Rev B; 116_E_11 Rev C; 116_S_03 Rev D; 116_S_04 Rev B; 116_S_05 Rev C; Planning Statement prepared by Quod dated May 2020; Proposed Tree Planting Location Assessment prepared by Tree Aware dated July 2019; Ecological Enhancement Strategy prepared by The Ecology Consultancy dated 11/11/2019; 116_P_01P Rev N; 116_L_001 Rev V; 116_L_101 Rev M; 116_L_201 Rev M; 116_L_002 Rev R; 116_L_102 Rev H; 116_L_202 Rev J; 116_E_01 Rev G; 116_E_02 Rev F; 116_E_05 Rev G; 116_E_08 Rev F; 116_E_09 Rev E; 116_E_12 Rev H; 116_E_13 Rev F; 116_E_15 Rev E; 116_E_16 Rev A;

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

- 3 The development shall be carried out in accordance with the colour, texture, face-bond and pointing of the sample panel of the facing brickwork approved in connection with 2017/3803/P on 21/11/2017 and 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 D1 of the London Borough of Camden Local Plan 2017.

- 4 All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work)

Reason: To ensure the preservation of the amenity value and health of the trees.

- 5 Prior to the commencement of either:
a) the development;
b) works in connection with the provision of new entrances to 81-96 Kiln Place; or
c) works in connection with the playground;

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". 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 policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 6 The development shall be carried out in full accordance with the detailed drawings and samples approved under 2017/3803/P on 21/11/2017 and 2018/0576/P on 11/06/2018 or any subsequent submission of detailed drawings, or samples of materials as appropriate, in respect of the following, approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

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. 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 D1 of the London Borough of Camden Local Plan 2017.

- 7 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 policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 8 The remediation measures for soil, groundwater contamination and landfill gas shall be implemented strictly in accordance with the scheme approved under 2018/2438/P dated 03/12/2018 as verified by 2019/3682/P dated 09/01/2020.

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 policies C1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 9 Prior to the commencement of development, other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition or works in relation to the provision of new entrances to 81-96 Kiln Place, or works in connection with the playground, details of secure and covered cycle storage areas for 22 cycles 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 T1 of the London Borough of Camden Local Plan 2017.

- 10 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H6 of the London Borough of Camden Local Plan 2017.

- 11 The development shall be carried out in accordance with the noise mitigation measures to ensure acceptable internal noise levels within the proposed residential units as set out in the Noise and vibration impact assessment by Ramboll dated October 2014 and no unit shall be occupied until the mitigation measures relevant to all units have been installed.

Reason: To safeguard the amenities of the future occupants of the development in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 12 The sustainable drainage system shall be carried out in accordance with the details approved under 2017/3804/P dated 27/02/2018 or any subsequent submission of details of a sustainable urban drainage system approved in writing by the local planning authority before the relevant part of the work is begun. Such system shall be based on a 1:100 year event with 30% provision for climate change demonstrating at least 50% attenuation of all runoff. The development shall incorporate the systems as approved which shall thereafter be retained and maintained in accordance with the approved details and the manufacturers' recommendations.

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 CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 13 No development shall take place on either;
a) the development;
b) works in connection with the playground; or
c) works in connection with the provision of new entrances to 81-96 Kiln Place
other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition, until full details of hard and soft landscaping and means of enclosure of all un-built, open areas prepared in consultation with the Councils transport department have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. 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 A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

- 14 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. 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 A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

- 15 * Affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as affordable housing and shall only be occupied and shall be retained in perpetuity for no purpose other than for the provision of social rented housing, in line with the definition for such as set out within 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 as such may be; not disposing of any interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord 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.

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policies H4, H5, H6, H7 and DM1 of the London Borough of Camden Local Plan 2017.

- 16 * Prior to first occupation of any of the residential units, the landowner shall ensure through agreement that occupiers of the new units are 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; shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council nor shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that the development does not contribute to increased car use and parking congestion in accordance with the requirements of policies T2 and DM1 of the London Borough of Camden Local Plan 2017.

- 17 * Code for Sustainable Homes

The development shall be implemented in accordance with the design stage Sustainability Assessment approved 28/06/2017 (planning ref: 2017/2173/P) and the post completion certificate which demonstrates that the development has achieved Level 4 approved under 2019/5617/P dated 10/01/2020.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

18 * Service Management Plan

The development shall not be serviced other than in accordance with the Servicing Management Plan approved under 2020/0472/P dated 09/04/2020 or any subsequent submission of a Servicing Management Plan approved in writing by the local planning authority. The plan shall include details of the proposed layout and access routes and how they will accommodate appropriately sized servicing vehicles.

Reason: To avoid obstruction of the surrounding streets and ensure the safety of pedestrians, cyclist and other road users, in accordance with the requirements of policies T1, T4 and A1 of the London Borough of Camden Local Plan 2017.

19 * Local employment

The applicant and/or developer shall carry out the agreement approved by the local planning authority 18/10/2017 (planning ref: 2017/3509/P) to ensure the following:

a) an agreement with Kings Cross Construction Skills Centre to ensure that all job vacancies during the construction phases are registered with KSCSC at the same time as other recruitment efforts and all reasonable endeavours are used to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden,

b) an agreement with the Kings Cross Construction Skills Centre (KXCSC) to ensure provision of no less than 2 construction trade apprentices employed for at least 52 weeks each

c) confirmation that the necessary measures to support and ensure the recruitment and training of each apprentice have been put in place;

d) an agreement with the Kings Cross Construction Skills Centre (KXCSC) to ensure provision of no less than 3 work placements of no less than 2 weeks each;

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policies E1 and E2 of the London Borough of Camden Local Plan 2017.

20 * Local procurement

On or prior to Implementation, the developer shall meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

The construction of the Development shall not be carried out otherwise than in accordance with the programme for local procurement approved 18/10/2017 (planning ref: 2017/3509/P) or any subsequent submission of a programme for local procurement approved in writing by the local planning authority. The programme shall detail opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code and the developer 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.

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policies E1 and E2 of the London Borough of Camden Local Plan 2017.

- 21 * The measures contained in the Construction Management Plan approved 11/08/2017 planning ref: 2017/3959/P shall at all times remain implemented during all works of construction and demolition. Where separate Construction Management Plans are submitted for the demolition and the construction phases the provisions of this condition will apply to both plans.

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 policies T1, T4 and A1 of the London Borough of Camden Local Plan 2017.

- 22 * The development shall be carried out with the plans demonstrating the levels at the interface of the development with the boundary of the Property and the Public Highway approved 18/10/2017 (planning ref: 2017/3805/P).

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy T3 of the London Borough of Camden Local Plan 2017.

- 23 In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be progress 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 DM1 of the London Borough of Camden Local Plan 2017.

- 24 * Ecological Enhancement Strategy

The ecological enhancement measures including 18 trees shall be carried out in accordance with the Ecological Enhancement Strategy, prepared by The Ecology Consultancy dated 11/11/2019, hereby approved by not later than the end of the planting season following completion of the development or any phase of the development. 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: In order to ensure the development undertakes reasonable measures to take account of biodiversity in accordance with policies D1, A2 and A3 of London Borough of Camden Local Plan 2017.

25 * Bin and Cycle Stores

Prior to first occupation of any of the residential units, the bin and cycle stores (4 x refuse stores and 2 x cycle stores) approved under 2020/0424/P dated 7/05/2020 shall be provided in their entirety and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities and refuse and recycling facilities in accordance with the requirements of policy T1 and CC5 of the London Borough of Camden Local Plan 2017.

Informative(s):

1 Reason for granting permission

Following changes to the waste strategy only five homes (rather than all of the 15 approved dwellings) would have individual refuse and recycling stores and a kerb side collection. A new MetroSTOR with capacity for 5 Eurobins would be located on the corner of Lambie Street and Kiln Place and existing Store 3 would be used for the storage of recyclable waste. This is in accordance with the waste strategy approved under 2020/0424/P. Urban design have reviewed the location and design of the waste store and these are considered acceptable.

The revised strategy requires the provision of some refuse stores beyond the application site boundary (refuse store 2, 3 and 4). These were approved under planning ref: 2020/0424/P.

Approval is sought for Unit 6 (1 Bed-2 Person) to become a wheelchair unit, with Unit 5.1 (previous 1 Bed-2 Person) returning to a 'general needs' social rented unit. Unit 6 offers a more favourable space for a wheelchair user. The existing garage space, which would have become the cycle store for the dwellings approved under 2014/6697/P, would become the wheelchair parking space for Unit 6 as it is within close proximity to this dwelling.

At Site 5, the parking bay arrangements would be altered so that the wheelchair accessible bay would be provided closer to Unit 5.3. This amended parking layout allows a further standard parking bay to be provided to bring the total number of car parking spaces in this location to four (including the wheelchair bay). The redevelopment of the Kiln Place estate would still result in an overall net reduction of 10 parking spaces and therefore remains consistent with the principle objective of Policy T2.

As the original location of the cycle store is required for the wheelchair parking space, bike hangars are now proposed. A bike hangar for 4 cycles would be located close to the junction of Lambie Street and Kiln Place and 2 bike hangars (for 10 cycles in total) would be located outside the site boundary within the Kiln Place Estate (in an area of existing hardstanding, located immediately to the south east of the playground). The location of the cycle stores have been reviewed by transport and the design and location of the cycle stores are considered acceptable. The 2 bike hangars located outside the site boundary have been approved under planning ref: 2020/0424/P.

The approved front gardens and entrances to the ground floor dwellings at 81-96 Kiln Place would be omitted. Instead, it is proposed to remove the existing timber louvres and install a new tree lined path along the northern elevation of the 81-96 Block. This follows concerns raised by The Kiln Place TRA with the extent of the green space being lost due to the overall width of the approved pathway and gardens in front of the 81-96 Kiln Place block. This change is considered acceptable.

Changes are proposed to a section of Kiln Place road between Site 1 and 2. This would include omitting the trees in this location, increasing the width of the pavement and the installation of bollards. Two of the proposed bollards close to the Unit 6 garage would be foldable to enable vehicular access. The proposed amendments are required to allow these spaces to be used by vehicles and pedestrians with increased confidence. The applicant's tree consultant has advised that the current tree planting locations would be unsuitable for trees. New trees are therefore proposed in more favourable locations. Eighteen new trees would be planted as part of the Kiln Place Estate development. This is an increase of four new trees over the 14 previously approved under the original consent 2014/6697/P. Some of the proposed trees would be located outside the site boundary, within the wider Kiln place estate. The proposed changes to tree planting have been agreed with the Council's tree officer and the Green Spaces Team.

- 2 It is proposed to omit the brown and green roofs previously proposed as these are no longer required to contribute towards the drainage strategy for the proposals. The approved drainage strategy provides 1,856 m³ of attenuation as opposed to the 1,200 m³ set out in support of the original approval (ref: 2014/6697/P). Sustainability officers have reviewed the proposal to omit the green roofs and, in this instance, consider that this is acceptable.

To ensure the proposed trees and approved bin and cycle stores beyond the site boundary are delivered to serve the 15 dwellings approved under 2014/6697/P, a deed of variation to the shadow s106 legal agreement would be required.

There would be minimal impact on neighbouring amenity from the proposed amendments in terms of daylight / sunlight, privacy, outlook or noise.

No objections have been received prior to this decision. The planning and appeal history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies DM1, D1, CC5, H6, C6, T1, T2, A2, A3, CC2, CC3 and A1 of the Camden Local Plan 2017. The development also accords with the NPPF and the London Plan 2016.

- 3 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission 2014/6697/P is subject otherwise to the same terms, drawings, conditions and obligations as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).
- 4 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).

- 5 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 Compliance and Enforcement team [Regulatory Services], 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.
- 6 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 8 The matters covered by conditions marked with an * are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document.

- 9 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.

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.

Yours faithfully

Supporting Communities Directorate



REVISIONS:

PETER BARBER
ARCHITECTS
175 Kings Cross Road LONDON WC1X 8BZ
020 7324 1400
peterbarberarchitects.com

Joe Kili Plaza, Gospel Oak

Client: London Borough of Camden / E.C Harris

Scale: 1/1250 @ A3, 1/1250 @ A4

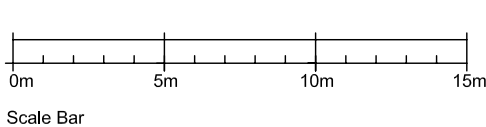
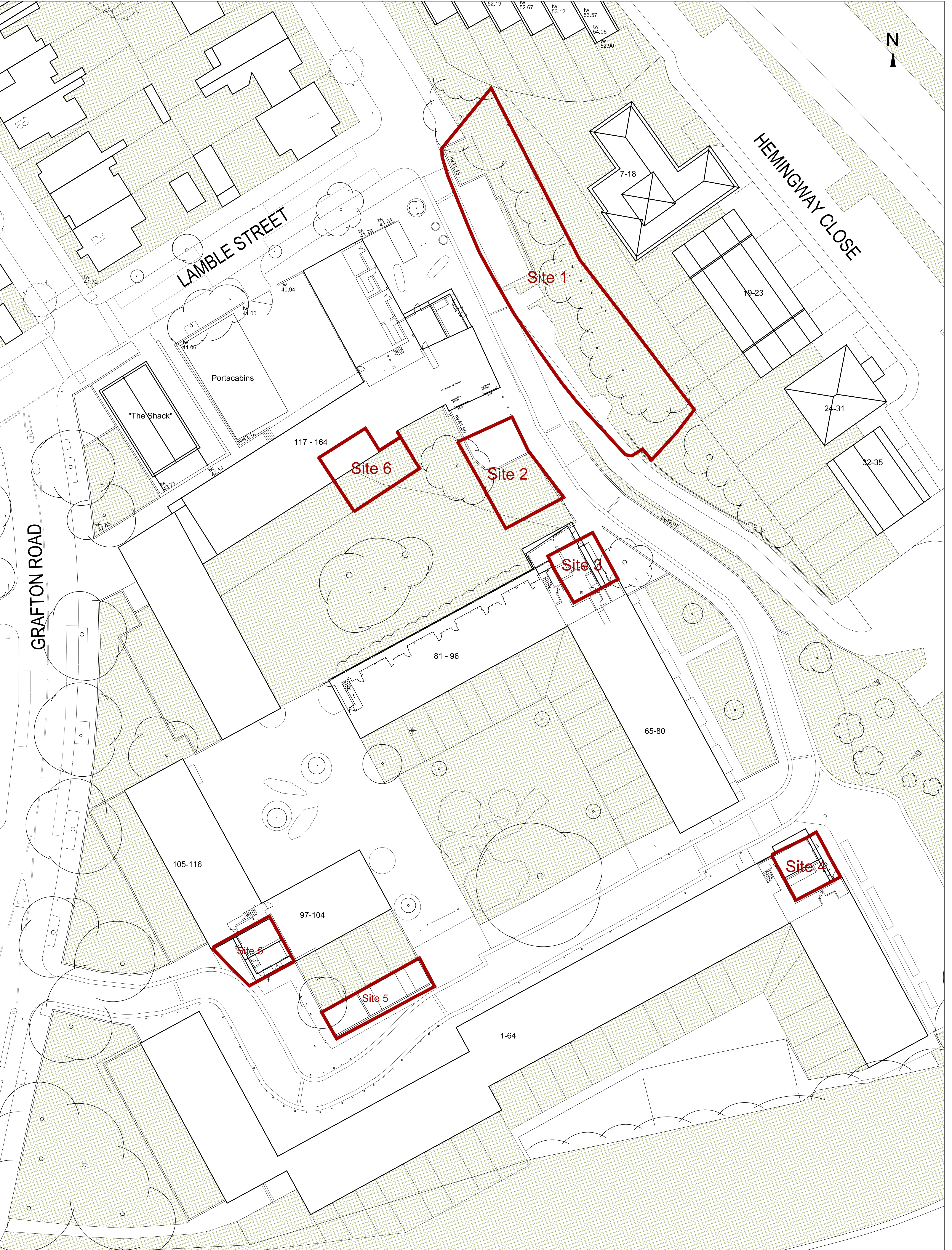
Drawn: AB Checked: PB

THE SITE LOCATION PLAN

Drawings No. 116_P_00X

REV: 1





NB: Red lines on this sketch do not indicate red line site boundaries.
Drawing for use on a sketch only to indicate site numbering as
referred to in the Design & Access Statement.
Please refer to Planning Drawings 116_P_00X or 116_P_01X for red
line boundaries and to 116_L_001 / 116_L_002 for numbering of
individual units.

REVISIONS:

PETER BARBER
ARCHITECTS
173 Kings Cross Road LONDON WC1X 9BZ
T:020 7833 4499 F:020 7833 4999
e:architecture@peterbarberarchitects.com

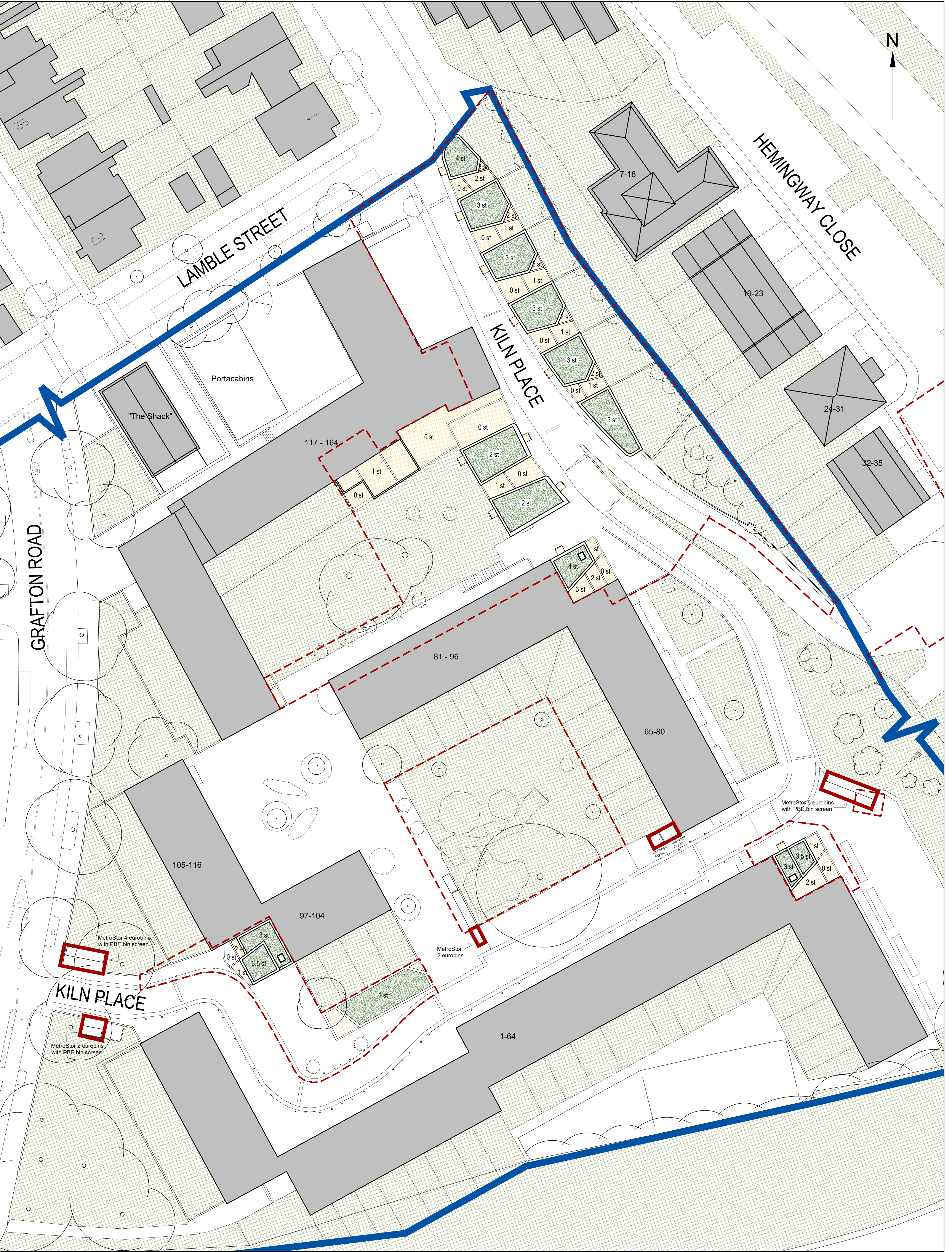
Job: Kiln Place, Gospel Oak
CLIENT: London Borough of Camden /
E C Harris
SCALE: 1/250 @ A1
1/500 @ A3
DRAWN: AB
CHECKED: PB

DO NOT SCALE OFF THIS DRAWING
ALL DIMENSIONS MUST BE CHECKED ON SITE
INFORM THE ARCHITECT OF ANY
DISCREPANCIES PRIOR TO CONSTRUCTION
PLOT SIZE: A1

TITLE: SKETCH SITE PLAN
SHOWING SITE NUMBERING

DRAWING NO: 116_P_02X

REV: .



0m5m10m15m20m25m30m

Scale Bar

—

Boundary of application site

Boundary of related MMA works

—

Land under LB Camden Ownership

NB. Boundaries shown in presumed locations, LB Camden to confirm legal boundaries

PETER BARBER
ARCHITECTS

173 Kings Cross Road LONDON WC1X 9BZ
T: 020 7833 4489
e: info@peterbarberarchitects.com

DO NOT SCALE OFF THIS DRAWING
ALL DIMENSIONS MUST BE CHECKED ON SITE
INFORM THE ARCHITECT OF ANY
DISCREPANCIES PRIOR TO CONSTRUCTION
PLOT SIZE: A1

JOB: Kiln Place, Gospel Oak
CLIENT: London Borough of Camden / E C Harris

SCALE: 1/250 @ A1
1/500 @ A3

DATE: 02 20
DRAWN: AB
CHECKED: DG

TITLE: PROPOSED SITE
inc. ROOF PLAN
(FIGURE GROUND)

DRAWING NO: 116_P_01P FP

PLANNING

REV: B



Kiln Place, Camden

Ecological Enhancement Strategy

Report for Arcadis

| | | | |
|---------|-----------------------------|----------------------------------|---------------------------------------|
| Author | Andrew Lewis BSc MSc ACIEEM | | |
| Job No | 9145 | | |
| Version | Date | Checked by | Approved by |
| 1.0 | 11/11/2019 | Wendy McFarlane MA MSc MCIEEM | Dr Alex Ramsay MCIEEM CEnv FRES |

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LIABILITY

The Ecology Consultancy has prepared this report for the sole use of the commissioning party in accordance with the agreement under which our services were performed. No warranty, express or implied, is made as to the advice in this report or any other service provided by us. This report may not be relied upon by any other party without the prior written permission of The Ecology Consultancy. The content of this report is, at least in part, based upon information provided by others and on the assumption that all relevant information has been provided by those parties from whom it has been requested. Information obtained from any third party has not been independently verified by The Ecology Consultancy, unless otherwise stated in the report.

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Executive Summary

The Ecology Consultancy was commissioned by Arcadis on behalf of the London Borough of Camden to produce an Ecological Enhancement Strategy at Kiln Place, London Borough of Camden in October 2019. The main findings of the assessment are as follows:

- Following the discharge of condition 12 (drainage) (rf: 2017/3804/P) in February 2017, a decision was made to omit the green roofs which were previously principally required to provide attenuation. Accordingly, this report will assess the impact of omitting the green roofs and outline new ecological enhancement measures designed to compensate for the loss of green roofs.
- The site comprised of several buildings, areas of amenity grassland, ornamental planting, a species poor hedgerow and numerous mature trees (Ramboll, 2014).
- The site is not subject to any statutory or non-statutory nature conservation designations. The nearest non-statutory site is Kentish Town, City Farm, Gospel Oak and Railside Nature Reserve, a Site of Borough Importance to Nature Conservation (SBINC, Grade 1), adjacent to the south of the site.
- Enhancement measures include native tree and shrub planting to infill the existing hedgerows, a wildflower grassland, bird boxes and sustainable horticulture. Tree planting and the inclusion of two planters are already included in the current landscaping plans (Peter Barber Architects, 2019). Further details are provided in Section 3.
- An Ecological Enhancement Map, Current Proposed Landscaping Plan, and Phase 1 Habitat Map are provide in Appendix 1. A management plan for the first five years is provided in Appendix 3.

1 Introduction

BACKGROUND

- 1.1 The Ecology Consultancy was commissioned by Arcadis on behalf of the London Borough of Camden in October 2019 to produce an Ecological Enhancement Strategy (EES) for the wider Kiln Place Estate within the London Borough of Camden (hereon referred to as 'the site').
- 1.2 Following the discharge of condition 12 (drainage) (rf: 2017/3804/P) in February 2017, a decision was made to omit the green roofs which were previously principally required to provide attenuation. Accordingly, this report will assess the impact of omitting the green roofs and outline new ecological enhancement measures designed to compensate for the loss of green roofs.
- 1.3 The wider application site was subject to a Phase 1 Habitat Survey Report in 2014 (Ramboll, 2014). This included a Phase 1 habitat survey, and protected species assessment.

SCOPE OF THE REPORT

- 1.4 This EES details measures to protect and enhance biodiversity at the site to support requirements of the Local Planning Authority.
- 1.5 The EES has been written based on the results of a Phase 1 habitat Survey Report and protected species assessment (Ramboll, 2014), and the current proposed landscaping plan provided by the client (Peter Barber Architects, 2019).
- 1.6 Figures showing the proposed ecological enhancements throughout the site are provided in Appendix 1.
- 1.7 National, regional and local planning policy relating to biodiversity and the legislation afforded to protected species is provided in Appendix 2.
- 1.8 A management plan for the first five years is provided in Appendix 3.

SITE CONTEXT

- 1.9 The development site is bounded by Lamble Street to the north, Carlton Road Junction railway line to the south, residential flats and Meru Close to the east, and Grafton Road to the west. The railway to the south of the site forms part of Kentish Town, City Farm, Gospel Oak and Railside Nature Reserve, a Site of Borough Importance to Nature Conservation (SBINC, Grade 1), which also extends to approximately 100m to the north of the site (Appendix 1, Figure 4).
- 1.10 The site is located within an urban location dominated by residential properties. Other nearby non-statutory sites include Hampstead Heath Site of Metropolitan Importance for Nature Conservation (SMINC), located approximately 130m to the north, Highgate Cemetery SMINC (1.8km north east) and Regents Park SMINC (1.8km south). There are 20 further SINC's within 2km of the site boundary (Ramboll, 2014).
- 1.11 Hampstead Heath Woods SSSI is the only nationally designated site within 2km at 1.8km to the north of the site.
- 1.12 No nature conservation designations apply to the proposed development site. The site is approximately 1.95ha in size and is centred at Ordnance Survey National Grid Reference TQ 283 854.

RELEVANT LEGISLATION AND PLANNING POLICY

- 1.13 This EES has been prepared with due consideration for all relevant legislation, which is included in Appendix 2.

2 Establishing the site baseline

HABITATS

- 2.1 The previous Phase 1 habitat survey (Ramboll, 2014) shows the site as comprising of several residential buildings built in the 1960s, several areas of amenity grassland (improved grassland) considered of low ecological value, and numerous mature trees across the site. Small areas of ornamental planting and a species poor hedgerow were also present within the communal gardens.
- 2.2 Retained trees and hedgerows should be protected in accordance with BS 5837: 2012 trees in relation to design, demolition and construction – recommendations.

3 Enhancements

OVERVIEW

- 3.1 In accordance with national, regional and local planning policy, opportunities for biodiversity enhancement (above and beyond those required to mitigate for the identified impacts) are set out below. The objective of the enhancement measures is to provide an overall net gain to biodiversity following completion of the proposed development.
- 3.2 The previously proposed green roofs totalled an area of approximately 400m². Therefore new proposed enhancement measures should aim to equal or improve on this.

Native trees and shrub planting

- 3.3 Planting of recognised value to wildlife will be included within the new landscaping proposals. In this regard, any new shrub planting would be predominantly native species-rich which would improve its wildlife value, providing food, nesting sites and shelter for birds and terrestrial invertebrates.
- 3.4 Planting will enhance the retained vegetation along the eastern boundary of the site, by infilling the existing trees and shrubs with a diverse mix of native species, creating a species rich hedgerow of approximately 200m long, and between 1.5-2m in width that provides improved connectivity for wildlife with the SBINC adjacent to the south of the site (Appendix 1, Figure 2).
- 3.5 The planting areas will incorporate evergreen and low leaf drop species of known wildlife value such as; holly *Ilex aquifolium*, hawthorn *Crataegus monogyna*, blackthorn *Prunus spinosa*, gorse *Ulex europaeus*, juniper *Juniperus communis*, field maple *Acer campestre*, box *Buxus sempervirens*, honeysuckle *Lonicera periclymenum*, and wild privet *Ligustrum vulgare*. Scrub and trees should be underplanted with bulbs such as primrose *Primula* sp. and snowdrop *Galanthus*. Further information on hedgerows of value to wildlife can be found on The Wildlife Trust's "Hedge for Wildlife" <http://www.wildaboutgardens.org.uk/resources/leaflets/HedgesForWildlife.pdf>.
- 3.6 Additionally, the current proposed landscaping plan (Peter Barber Architects, 2019) already includes planting of several high quality semi-mature trees, as well as two planters planted with shrubs and climbing plants (Appendix 1, Figure 1 & 2).

- 3.7 The trees and shrubs will be planted during November to March (for further details see Appendix 3). Those responsible for planting should be familiar with the National Plant Specification and follow relevant British Standards and Codes of Practice, including:
- BS 3882:2015 Specification for topsoil;
 - BS 3936:1992 Nursery Stock – Specification for trees and shrubs;
 - BS 8545:2014 Trees: from nursery to independence in the landscape. Recommendations; and,
 - BS 4428:1989 Code of Practice for general landscape operations (excluding hard surfaces).
- 3.8 Saplings should be watered twice weekly in the first month after planting and then as required, with more regular watering during prolonged dry periods.
- 3.9 Tree and hedge pruning or removal due to death or disease will be timed to avoid the nesting bird season (March-August inclusive) (Newton *et al.*, 2011). Trees and shrubs that die within the first 5 years, should be replaced on a like for like basis (for further details see Appendix 3).

Wildflower grassland

- 3.10 Areas of existing grassland totalling approximately 1000m² along the eastern boundary of the site will be managed with a relaxed management regime in order to encourage biodiversity and strengthen wildlife corridors along the site boundary. These areas (see Appendix 1, Figure 2) will only be cut twice a year to 50mm, in early March (avoiding spring flowering bulbs) and late October. Some areas should be left uncut over winter and only cut every second year to improve their value for wildlife (for further details see Appendix 3). Any areas of existing scrub should be avoided and care taken not to damage newly planted scrub and trees during cutting. The majority of cuttings should be removed afterwards in order to avoid build-up of nutrients in the soil.

Good horticultural practice

- 3.11 Good horticultural practice will be utilised during the establishment of the landscaping scheme and the following methods to minimise off-site ecological impacts will be employed:
- 3.12 The use of peat-free composts and soil conditioners to reduce the loss of important peat bogs.

- 3.13 The use of mulches to lock moisture into the soil as 'water-wise gardening' helps reduce consumption of water which is especially important during drought periods.
- 3.14 The use of pesticides (herbicides, insecticides, fungicides and slug pellets, etc.) will be minimised in order to avoid directly toxic and cumulative effects to animals via the food chain, particularly invertebrates and/or birds. Ideally, any pesticides used should be non-residual.
- 3.15 All thinning/ pruning works are to be undertaken outside of the bird nesting season which runs from February/ March to August/ September (for further details see Appendix 3).

Bird Boxes

- 3.16 The target bird species for this ecological enhancement scheme are those which have been identified as a priority for conservation and are known to occur in the local area. This includes Species of Principal Importance for the Conservation of Biodiversity in England as listed in Section 41 of the Natural Environment and Rural Communities (NERC) Act 2006 (hereby referred to as 'Species of Principal Importance'). It also includes species considered to be of particular importance in Camden and listed in the local BAP (London Borough of Camden, 2012).
- 3.17 Given the context of the site in an urban environment, adjacent to an area of greenspace providing suitable foraging habitat and known to support a healthy population, the house sparrow was deemed to be the most appropriate target species. This is both a Species of Principal Importance and a local BAP species. It is also associated with the parks and urban green space BAP and private garden BAP habitat and is thought to be relevant given the sites location with Kentish Town, City Farm, Gospel Oak and Railside Nature Reserve SBINC adjacent to the south of the site and private gardens within and surrounding the site.
- 3.18 New opportunities for birds will be provided through the inclusion of two bird boxes (for further details see Appendix 3). Two models will be included to provide opportunities for a larger range of species, comprising one house sparrow terrace e.g. Schwegler 1N, and one nest box e.g. Schwegler 1b with 32 millimetre (mm) entrance hole.
- 3.19 The bird boxes will be located on buildings facing the SBINC to the south of the site, or on trees within retained areas of vegetation to the south of site (See Appendix 1, Figure 2). They will be positioned at least 5m above ground level, preventing predation by domestic cats, and will not be obstructed by vegetation which may impede bird access.

For best success, boxes should be situated near existing house sparrow colonies and adjacent to areas of dense scrub such as that to the south of the site.

3.20 Another option is swift nest boxes, which are recognised by the RSPB as a good option because they are known to be used by a variety of bird species (including sparrows) as well as bats. Boxes should be positioned 5m above ground beneath eaves.

3.21 A list of approved wildlife equipment suppliers, which supply a diverse range of bird and bat boxes, include the following:

- Jacobi Jayne - <http://www.jacobijayne.com/>
- Schwegler - <http://www.schwegler-natur.de/>
- Vivara Pro - <http://www.vivarapro.com/brochure/mobile/index.html#p=1>
- NHBS - <http://www.nhbs.com/browse/subject/307/equipment>
- Wildcare - <http://www.wildcareshop.com/>
- Bird Brick Houses <http://www.birdbrickhouses.co.uk>

Summary

3.22 The previous planning application included small and relatively disconnected areas of biodiverse green roof totalling an area of approximately 400m². From an ecological perspective, these green roofs would enhance biodiversity by providing benefits including habitat provision and habitat connectivity for species including invertebrates and birds. However, replacing these green roofs with a larger and more continuous area of approximately 1000m² of wildflower grassland as well as native tree and shrub planting forming a species rich hedgerow of approximately 200m in length, would be an adequate compensation. Additionally, the new proposed area of species rich hedgerow, along with the wildflower grassland would help to create a wildlife corridor linking to the southern arm of Kentish Town, City Farm, Gospel Oak and Railside Nature Reserve SBINC. In this way, these new proposed measures provide value to wildlife that could be considered to offset the loss of the previously proposed green roofs.

MONITORING

3.23 The site will be monitored periodically post-construction for any changes in the ecology of the site, and to ascertain whether any works need to be implemented to recover or improve the biodiversity value of the site.

- 3.24 Details and a schedule for the management and monitoring of each enhancement measure for the first five years of the development is provided in Appendix 3.

TIMEFRAMES AND RESPONSIBILITY FOR IMPLEMENTATION

- 3.25 This EES will be implemented at the outset of development and will be adhered to as approved by the Local Planning Authority. London Borough of Camden are responsible for ensuring that the EES is adhered to at each phase. If any revision to the EES is required, this will be undertaken by a suitably qualified ecologist in strict adherence to wildlife legislation and guidance.

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RSPB (2018). Cleaning nestboxes. <https://www.rspb.org.uk/birds-and-wildlife/advice/how-you-can-help-birds/nestboxes/nestboxes-for-small-birds/cleaning-nestboxes/> [accessed 5 November 2019]

Schwegler (2018). Bird and Nature Conservation Products. No.68. <http://www.schwegler-natur.de/index.php?main=home&sub=katalog-downloaden> [accessed 5 November 2019].

Appendix 1: Maps

Figure 1: Current Landscaping Plan

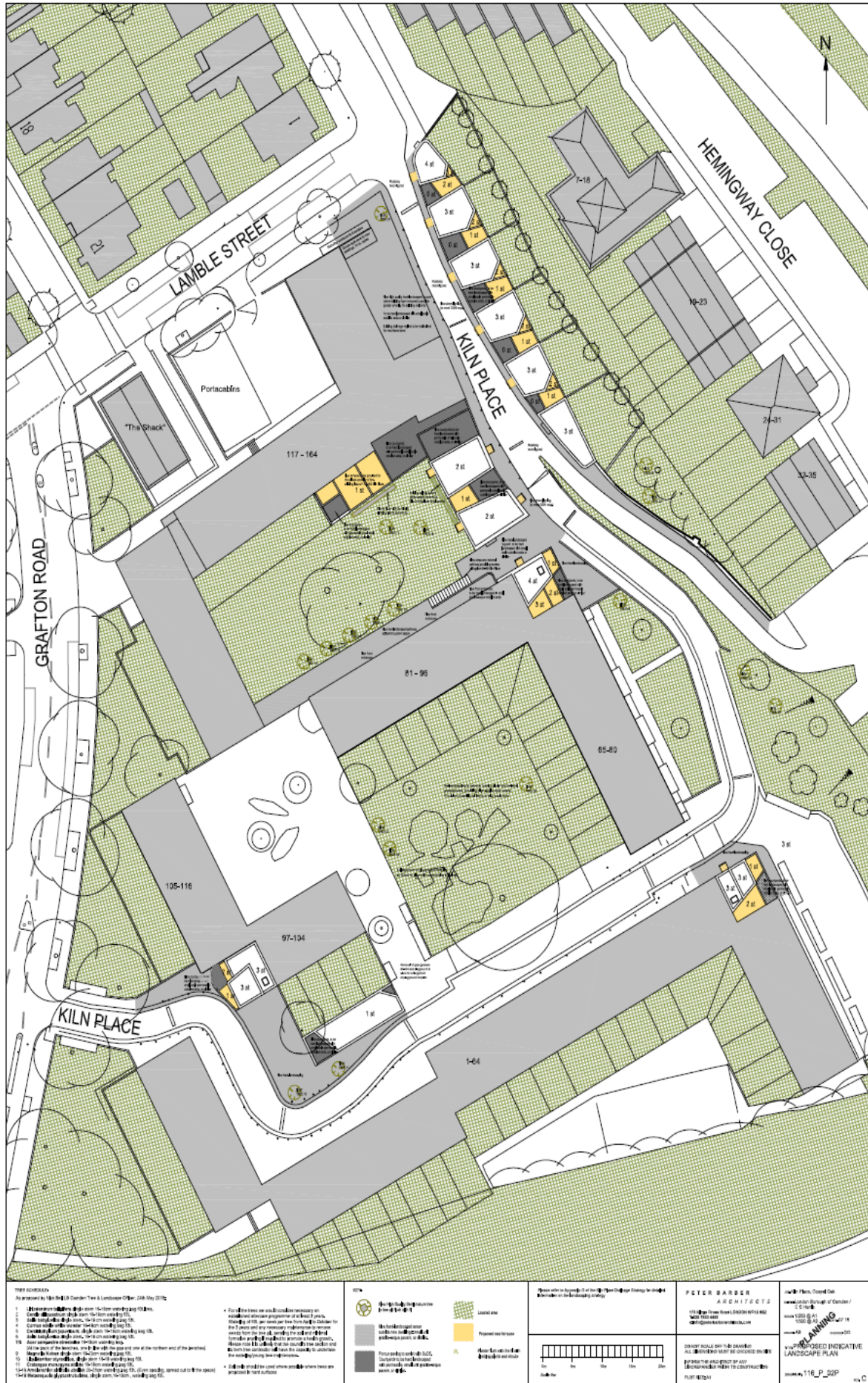


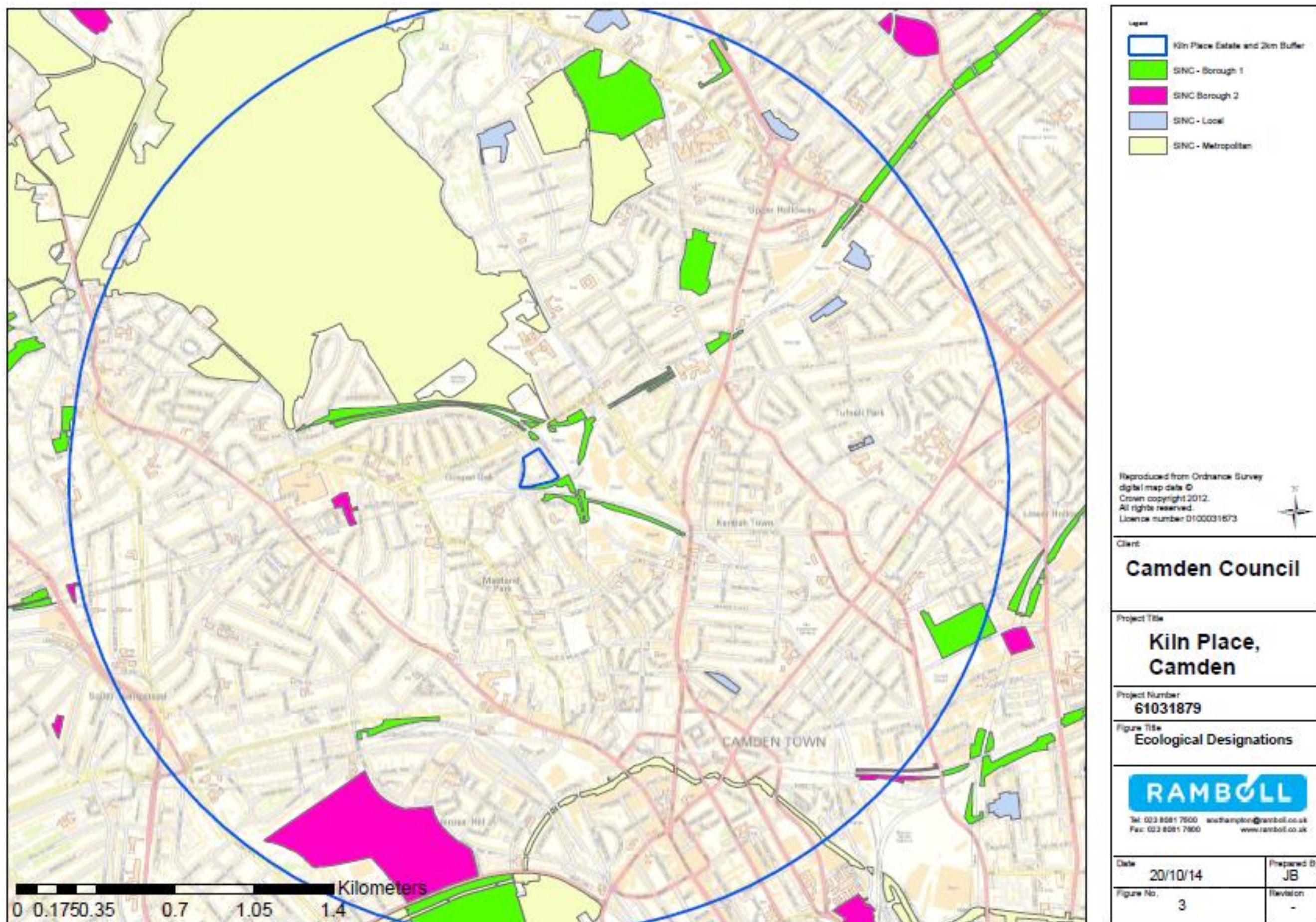
Figure 2: Ecological enhancement map



Figure 3: Phase 1 habitat survey map



Figure 4: Ecological designations within 2km of the site.



Appendix 2: Legislation and Planning Policy

NATIONAL PLANNING POLICY

The National Planning Policy Framework (NPPF)

The National Planning Policy Framework (NPPF) (as updated 2019) replaced Planning Policy Statement (PPS9) in April 2012 as the key national planning policy concerning nature conservation. The NPPF emphasises the need for suitable development. The Framework specifies the need for protection of designated sites and priority habitats and priority species. An emphasis is also placed on the need for ecological networks via preservation, restoration and re-creation. The protection and recovery of priority species – that is those listed as SPI – is also listed as a requirement of planning policy. In determining a planning application, planning authorities should aim to conserve and enhance biodiversity by ensuring that: designated sites are protected from adverse harm; there is appropriate mitigation or compensation where significant harm cannot be avoided; opportunities to incorporate biodiversity in and around developments are encouraged; planning permission should be refused for development resulting in the loss or deterioration of irreplaceable habitats including aged or veteran trees and also ancient woodland.

The Natural Environment and Rural Communities Act 2006 and The Biodiversity Duty

The Natural Environment and Rural Communities (NERC) Act came into force on 1st October 2006. Section 40 of the Act requires all public bodies to have regard to biodiversity conservation when carrying out their functions. This is commonly referred to as the 'biodiversity duty'.

Section 41 of the Act requires the Secretary of State to publish a list of habitats and species which are of 'principal importance for the conservation of biodiversity.' This list is intended to assist decision makers such as public bodies in implementing their duty under Section 40 of the Act. Under the Act these habitats and species are regarded as a material consideration in determining planning applications. A developer must show that their protection has been adequately addressed within a development proposal.

Overall, 56 Priority Habitats and 943 Priority Species have been listed that are of principal importance for the conservation of biodiversity in the England. Priority Habitats include 'Lowland Mixed Deciduous Woodland' and 'Hedgerows'.

REGIONAL PLANNING POLICY

The London Plan

The London Plan: The Spatial Strategy for Greater London (Consolidated with Alterations Since 2011) (GLA, 2015) deals with matters of strategic importance for spatial development in London, including policies regarding protection, enhancement, creation, promotion and

management of biodiversity and green infrastructure in support of the Mayor's Biodiversity Strategy (GLA, 2002), and urban greening to mitigate the effects of climate change. Consultation on a new London Plan (GLA, 2017) closed on 2 March 2018 and is due for publication in early 2020. The new London Plan contains greater emphasis on green infrastructure and proposes that new developments achieve quantifiable net gain using the 'Urban Greening Factor' tool to achieve a 0.4 (housing) or 0.3 (commercial) increase. The new London Plan is subject to amendment prior to publication.

Connecting with London's Nature: The Mayor's Biodiversity Strategy

Connecting with London's Nature: The Mayor's Biodiversity Strategy (GLA, 2002) includes a number of policies and proposals for protecting green spaces and important species that are relevant to the site.

Proposal 3: Conserving species through the planning system states that:

"The Mayor will and boroughs should resist development that would have a significant adverse impact on the population or conservation status of protected species or priority species."

Proposal 6: Greening new developments states that:

"The Mayor will and boroughs should ensure that new development capitalises on opportunities to create, manage and enhance wildlife habitat and natural landscape. Priority should be given to sites within or near to areas deficient in accessible wildlife sites, areas of regeneration, and adjacent to existing wildlife sites".

Living Roofs and Walls; Technical Report: Supporting London Plan Policy

A recent technical report (GLA, 2008) on living roofs and walls has been published to support The London Plan (GLA, 2015) and the new London BAP habitat – Built Structures. In outline, it includes the following key policies;

"The Mayor will and boroughs should expect major developments to incorporate living roofs and walls where feasible and reflect this principle in LDF policies. It is expected that this will include roof and wall planting that delivers as many of these objectives as possible;

- Accessible roof space
- Adapting to and mitigating climate change
- Sustainable urban drainage
- Enhancing biodiversity
- Improved appearance

Boroughs should also encourage the use of living in smaller developments and extensions where the opportunity arises”.

E LOCAL PLANNING POLICY

The Camden Local Plan

A number of policies outlined in the Camden Local Plan (Camden Council, 2017) are relevant to the site, detailed below.

Policy A3 Biodiversity

The Council will protect and enhance sites of nature conservation and biodiversity. We will:

- a. designate and protect nature conservation sites and safeguard protected and priority habitats and species;*
- b. grant permission for development unless it would directly or indirectly result in the loss or harm to a designated nature conservation site or adversely affect the status or population of priority habitats and species;*
- c. seek the protection of other features with nature conservation value, including gardens, wherever possible;*
- d. assess developments against their ability to realise benefits for biodiversity through the layout, design and materials used in the built structure and landscaping elements of a proposed development, proportionate to the scale of development proposed;*
- e. secure improvements to green corridors, particularly where a development scheme is adjacent to an existing corridor;*
- f. seek to improve opportunities to experience nature, in particular where such opportunities are lacking;*
- g. require the demolition and construction phase of development, including the movement of works vehicles, to be planned to avoid disturbance to habitats and species and ecologically sensitive areas, and the spread of invasive species;*
- h. secure management plans, where appropriate, to ensure that nature conservation objectives are met; and*
- i. work with The Royal Parks, The City of London Corporation, the London Wildlife Trust, friends of park groups and local nature conservation groups to protect and improve open spaces and nature conservation in Camden.*

Trees and vegetation

The Council will protect, and seek to secure additional, trees and vegetation. We will:

- j. resist the loss of trees and vegetation of significant amenity, historic, cultural or ecological value including proposals which may threaten the continued wellbeing of such trees and vegetation;*
- k. require trees and vegetation which are to be retained to be satisfactorily protected during the demolition and construction phase of development in line with BS5837:2012 'Trees in relation to Design, Demolition and Construction' and positively integrated as part of the site layout;*
- l. expect replacement trees or vegetation to be provided where the loss of significant trees or vegetation or harm to the wellbeing of these trees and vegetation has been justified in the context of the proposed development;*
- m. expect developments to incorporate additional trees and vegetation wherever possible.*

Appendix 3: Management Plan

Five Year Management Plan

✓ Appropriate period for task

| Task | Year 1 | | | | Year 2 | | | | Year 3 | | | | Year 4 | | | | Year 5 | | | |
|--|------------|---------|---------|---------|------------|---------|---------|---------|------------|---------|---------|---------|------------|---------|---------|---------|------------|---------|---------|---------|
| | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec |
| Install bird boxes | | | ✓ | ✓ | | | | | | | | | | | | | | | | |
| Monitor use of bird boxes (during the breeding season March-August). | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | |
| Clean out bird boxes (avoiding March-August). | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ |
| Check fixings on bird boxes (avoiding March-August). | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ |
| Remove any accumulated rubbish. | Throughout | | | | Throughout | | | | Throughout | | | | Throughout | | | | Throughout | | | |

Five Year Management Plan

✓ Appropriate period for task

| Task | Year 1 | | | | Year 2 | | | | Year 3 | | | | Year 4 | | | | Year 5 | | | |
|---|-----------|---------|---------|----------|-----------|---------|---------|----------|-----------|---------|---------|----------|-----------|---------|---------|----------|-----------|---------|---------|----------|
| | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec |
| Strim wildflower grassland area twice a year to 50mm and remove all vegetation. Some areas to be cut only once every 2 years. | Early Mar | | | Late Oct | Early Mar | | | Late Oct | Early Mar | | | Late Oct | Early Mar | | | Late Oct | Early Mar | | | Late Oct |
| Monitoring and targeted removal of ruderal species within long-sward grassland by hand weeding/ herbicide spot treatment | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | |

Five Year Management Plan

✓ Appropriate period for task

| Task | Year 1 | | | | Year 2 | | | | Year 3 | | | | Year 4 | | | | Year 5 | | | |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec |
| Prune new hedge, scrub and tree planting (if required, avoiding March-August). No more than half of each hedgerow to be pruned in each year. Replace dead plants like for like. | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ |
| Mulch newly planted areas to suppress weeds and provide habitat for invertebrates and birds (avoiding March-August). | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ | ✓ | | | ✓ |

Five Year Management Plan

✓ Appropriate period for task

| Task | Year 1 | | | | Year 2 | | | | Year 3 | | | | Year 4 | | | | Year 5 | | | |
|---|-------------|---------|---------|---------|-------------|---------|---------|---------|-------------|---------|---------|---------|-------------|---------|---------|---------|-------------|---------|---------|---------|
| | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | Jul-Sep | Oct-Dec |
| Incorporate organic matter (decomposed municipal waste, well-rotted manure etc.) into the soil to increase nutrient levels. | As required | | | | As required | | | | As required | | | | As required | | | | As required | | | |
| Monitor for signs of pests and disease. | Throughout | | | | Throughout | | | | Throughout | | | | Throughout | | | | Throughout | | | |



Ecology Consultancy

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