

Planning Obligation by Deed of Agreement under Section 106 of the Town and Country

Planning Act 1990

relating to land adjacent to 71 Brook Hey Drive, Kirkby, Knowsley, L27 2YA

Dated *8th August* 2023

(1) Knowsley Metropolitan Borough Council

(2) Red House Care Home Limited

Planning Application Number: 22/00703/FUL

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EXECUTION OF DEED

DATE

8th August

2023

PARTIES

- (1) KNOWSLEY METROPOLITAN BOROUGH COUNCIL of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) RED HOUSE CARE HOME LIMITED (Co. Reg. No. 11423607) of 71 Green Lane Road Leicester LE5 3TP ("Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site under title number MS540270 and leasehold owner of the site under title number MS374812.
- 3 The Application has been submitted to the Council by Livv Housing Group and Advent Construction Limited and the Owner has agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 4 The Council is minded to grant planning permission subject to the prior completion of this Deed.
- 5 The parties to this Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 22/00703/FUL.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground

	conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Committed"	any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies.
"Development"	the Development of the Site for the erection of 20 no. one-bedroomed flats with parking and associated works as set out in the Application.
"Dwelling"	any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"Indexation Date"	means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed
"Index Linked"	means the contribution is to be adjusted by reference to the amount of any increase in the applicable Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant contribution to the Council (or where the Owners are required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and "Indexation" shall be construed accordingly.

"Interest"	interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations and "Occupy" shall be construed accordingly.
"Parties"	means the parties to this agreement and their successors in title
"Plan"	the plan attached to this Deed.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fourth Schedule.
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan and described in the First Schedule.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.
- 3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto and /or facilitating the enforcement of the obligations contained herein against the Owners and with the intent of binding the Owners to observe and perform the obligations as contained in this Deed.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Commencement of Development

save for the provisions of Clauses 1, 2, 3, 4, 7, 9, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed.

5 THE OWNERS' COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Second Schedule.
- 5.2 The Owner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate equitable or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Third Schedule.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed
- 7.1.1 the reasonable and proper legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
 - 7.1.2 the sum of £286.00 in respect of the Council's initial fee for registering the obligations contained within this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval

or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against
- 7.9.1 save for paragraph 4 of Part 2 of the Second Schedule but nevertheless subject always to paragraph 7 of Part 2 of the Second Schedule owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission their lender nor against those deriving title from them; or
- 7.9.2 any statutory undertaker or utility provider holding an estate easement or interest in the Site or part thereof insofar as the relevant statutory undertaker or utility provider is occupying the relevant part of the Site for its purposes as a statutory undertaker or utility provider nor against plant equipment conduits or structures located within the Site for its operational purposes.
- 7.9.3 save for the obligations in Part 2 of the Second Schedule, any Registered Provider which is an owner of only one or more of the Affordable Housing Units (Section 106) and not an owner of any other part of the Site nor any mortgagee or Chargee of the Registered Provider nor any successor in title of any of the foregoing.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.12 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this agreement or such other address notified in writing to the other party from time to time.
- 7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any

condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 WAIVER

No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT the Owners will not be obliged under this clause to give written notice to the Council of any disposals of one or more individual Dwellings.

9.2 The Owner will notify the Council 10 (ten) working days prior to the anticipated date of each of the following:

- the Commencement of the Development;
- the first Occupation of the Dwellings; and
- the first Occupation of 50% of the Dwellings.

10 INDEXATION

Any sum referred to in Second Schedule shall be Index Linked and where the Owners are required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked.

11 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 DISPUTE PROVISIONS

13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (other than a dispute or difference

relating to a matter of law or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 13.5 The provisions of this clause shall not affect the ability of the Council or the Owners to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to any disputes between the parties arising out of or related to this Deed.

15 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

Details of the Owners' Title, and description of the Site

Details of the Owners' Title

All that freehold land known as the former Woodpecker Public House 103 Bigdale Drive Kirkby
Liverpool L33 6UR registered under title number MS540270

Description of the Site

Land adjacent to 71 Brook Hey Drive, Kirkby, Knowsley shown edged red on the attached Plan

SECOND SCHEDULE

The Owners' Covenants with the Council

Part 1

OFF SITE PUBLIC OPEN SPACE

Interpretation

1. In this Schedule words and phrases shall have the following meanings:

"Public Open Space Off Site Contribution" shall mean the sum of £28,129.20 (twenty-eight thousand one hundred and twenty-nine pounds and twenty pence) to be spent on the following projects:

- i. Park and Gardens – Old Rough Park Improvement Project
- ii. Amenity Greenspace – Northwood Forest Hills Improvement Project
- iii. Provision for young people – Old Rough Play Project
- iv. Outdoor sports provision – Eddie McArdle Sports Improvement Project

Covenant

2. The Owners covenant with the Council as follows –

- 2.1 To pay the Public Open Space Off Site Contribution prior to first Occupation of a Dwelling on the Development; and
- 2.2 That it will not Occupy or permit Occupation of any of the Dwellings on the Development until the Public Open Space Off Site Contribution has been paid to the Council pursuant to paragraph 2.1 above.

PART 2

AFFORDABLE HOUSING

In this schedule the following shall have the following meanings:

"Affordable Housing" means affordable housing as described and defined in annex 2 of the NPPF or any planning policy guidance notes or circulars which may supersede it.

"Affordable Housing Provision" means ten per cent (10%) of the total number of Dwellings to be provided as Affordable Housing in accordance with the Affordable Housing Scheme. In calculating the number of dwellings any figure of 0.5 or above shall be rounded up and any figure of less than 0.5 shall be rounded down.

"Affordable Housing Scheme" means the scheme to be agreed under paragraph 1 of Part 2 of this Second Schedule of this Deed which shall include details of:

- (i) the location of two Affordable Housing Units (Section 106) on the Site including by reference to a plan;

- (ii) the arrangements for the transfer of the two Affordable Housing Unit (Section 106) identified in paragraph (i) above to a Registered Provider (if any) by way of freehold or long leasehold;
- (iii) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing Unit (Section 106).

"Affordable Housing Unit (Section 106)" means two Dwellings to be provided on the Site

- i. by a Registered Provider
- ii. at an Affordable Rent; and
- iii. which complies with the definition of "Affordable Housing for Rent" as set out in Annex 2 of the NPPF

or such other form of "Affordable Housing for Rent" as may be agreed by the Council in writing which makes up the Affordable Housing Provision including their plots and allocated parking space and/or garage as may be required

"Affordable Rent" means the rent charged for an Affordable Housing Unit (Section 106) which is up to 80% (eighty percent) of local market rent including Service Charge for a similar type of property in the relevant rental market area allowing for any modifications to a level of allowance as published by the Government as calculated using the RICS approved valuation methods.

"Chargee" means any mortgagee or chargee of a Registered Provider or any manager or receiver (including an administrative receiver or administrator (including a housing administrator) appointed by such mortgagee or chargee) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security including a housing administrator (each a **Receiver**) of the whole or part of the Site

"Nominations Agreement" means an agreement between the Council and a Registered Provider in relation to the allocation of the Affordable Housing Unit (Section 106).

"Non Section 106 Units" means any Dwelling which is not an Affordable Housing Unit (Section 106).

"NPPF" means the National Planning Policy Framework (July 2021) which is current at the date of this Deed, and any planning policy statement guidance notes or circulars which may supersede it

"Occupation" means the same as in clause 1 of this Deed and "Occupant" shall be construed accordingly.

"Receipts" means the aggregate receivable in each 12 month period in respect of a) the net premium receivable on each disposal of the equity retained on a shared ownership housing unit or other form of intermediate housing after deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and b) the net premium payable by any person exercising any right to buy an interest in an Affordable Housing Unit (Section 106) after the deduction of all reasonable costs and expenses of the Registered Provider (including without limitation its administrative valuation and legal costs and fees) and c) the amounts repayable to central government or any Registered Provider by any person that has exercised a right to buy an interest at a preferential rate.

"Registered Provider" means a provider of social housing as defined by part 2 of the Housing and Regeneration Act 2008 or other entity providing Affordable Housing under equivalent

arrangements which is approved or accredited by the Regulator of Social Housing or similar successor body.

“Regulator of Social Housing” means the Government’s agency for regulating registered providers of social housing and publishing rent standards which definition shall include any successor agency/organisation taking over such functions.

“Service Charge” means the amount payable by the owner or occupant of any Affordable Housing Unit (Section 106) for all services repairs maintenance and improvements of a communal nature and insurance of the building and curtilage (where relevant) including estate management costs to the extent that all costs in the Service Charge have been reasonably incurred.

The Owners covenant with the Council as follows –

AFFORDABLE HOUSING SCHEME

- 1.1 Prior to Commencement of Development to submit the Affordable Housing Scheme to the Council for approval in writing. Commencement of Development shall not take place until such time as the Affordable Housing Scheme has been approved in writing by the Council.
- 1.2 Thereafter to deliver the Affordable Housing Units (Section 106) as part of the Development in accordance with the Planning Permission and the approved Affordable Housing Scheme

CONSTRUCTION OF AFFORDABLE HOUSING UNITS (SECTION 106)

- 2.1 The Owners will or will procure the construction and completion of the Affordable Housing Units (Section 106) together with all necessary services connections and infrastructure ready for Occupation prior to Occupation of five of the Non Section 106 Dwellings and shall not Occupy more than four of the Non Section 106 Dwellings until this has been done.
- 2.2 Construction of each Affordable Housing Unit (Section 106) shall be as follows –
 - 2.2.1 constructed in accordance with the standards specified by the Regulator of Social Housing or equivalent successor body in the latest version of its Design and Quality Standards at the time of construction and to no less standard than nor visually distinguishable from the Non Section 106 Dwellings; and
 - 2.2.2 completion of each Affordable Housing Unit (Section 106) shall be deemed to be either when the NHBC Buildmark Certificate Choice (or similar equivalent) shall have been issued in respect of the Affordable Housing Unit (Section 106) or when the local authority building control or approved inspector certifies it as complete if earlier.

DELIVERY MECHANISM

- 3.1 To ensure that each Affordable Housing Unit (Section 106) is let to Occupants for an Affordable Rent in accordance with this Deed and to provide evidence to the Council that the rent set for the Affordable Housing Unit (Section 106) is in accordance with the Government’s rent policy for Affordable Rent prior to first Occupation and thereafter

from time to time (but not more than once in each 12 month period) if reasonably requested by the Council.

- 3.2 To ensure full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Unit (Section 106);
- 3.3 To ensure full and free rights for the passage of water soil electricity gas if provided and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Unit (Section 106);
- 3.4 The Owner shall not without the Council's written consent dispose of the freehold interest or grant a long leasehold interest in any Affordable Housing Unit (Section 106) except to a Registered Provider and in any such disposal the Owner shall include provisions requiring the Affordable Housing Unit (Section 106) not to be used or Occupied other than in accordance with the provisions of this Part 2 of the Second Schedule and be subject to the nominations rights in favour of the Council provided for in paragraph 4 and for the avoidance of doubt this paragraph shall not prohibit or prevent the Owner from mortgaging or otherwise charging the Site or part thereof.
- 3.5 That if the Development involves the creation or employment of a management company there shall be a management company for all of the common parts which serve all the Dwellings including the Affordable Housing Unit (Section 106).

OCCUPATION

- 4 Subject to the provisions of paragraph 7:
 - 4.1 from the date of practical completion of each Affordable Housing Unit (Section 106) it shall only be used for Affordable Housing; and
 - 4.2 not to allow any Affordable Housing Unit (Section 106) to be Occupied otherwise than as Affordable Housing; and
 - 4.3 the Affordable Housing Unit (Section 106) shall be subject to the following nomination rights:
 - 4.3.1 100% (one hundred percent) of the Affordable Housing Unit (Section 106) is to be available for Occupation by nominees of the Council and the timescales and procedures for nominations shall be determined by the Nominations Agreement:
 - i. in the form specified by the Council; and
 - ii. by no later than two months prior to first Occupation of the first Affordable Housing Unit (Section 106)
 - 4.3.2 nominees of the Council shall Occupy the Affordable Housing Unit (Section 106) as soon as reasonably practical following the date of completion of each Affordable Housing Unit (Section 106) ("the Initial Lettings")
 - 4.3.3 upon the Owner obtaining vacant possession of each Affordable Housing Unit (Section 106) after the Initial Lettings all subsequent lettings and re-letting of the Affordable Housing Unit (Section 106) shall be to nominees of the Council and the timescales and procedures

for nominations shall be determined in the Nominations Agreement.

REGISTERED PROVIDER

- 5 If a Registered Provider at any time while having a legal interest in the Affordable Housing Unit (Section 106) was but ceases to be accredited or approved by the Regulator of Social Housing or its equivalent successor body:
- 5.1 to give notice immediately in writing to the Council of the cessation of accreditation or approval;
 - 5.2 as soon as reasonably possible if required by the Council and subject to obtaining all necessary consents from the Regulator of Social Housing to transfer its legal interest in the Affordable Housing Unit (Section 106) to another Registered Provider subject to the provisions of this Deed or to remedy any circumstances giving rise to the cessation of accreditation or approval with the Regulator of Social Housing so as to obtain accreditation or approval; and
 - 5.3 until such time as the Affordable Housing Unit (Section 106) is transferred if required by the Council or until such accreditation or approval is obtained pursuant to paragraph 5.2 not to increase any rents or service charges above the levels prevailing at the time that the Registered Provider ceased to be approved or accredited.

APPLICATION OF RECEIPTS

- 6.1 In the event that a tenant or other Occupier of any Affordable Housing Unit (Section 106) exercises the right to buy or right to acquire including the right to acquire a further equity interest under applicable legislation to use or procure the use of the Receipts to fund the provision of further Affordable Housing in accordance with the provisions of paragraph 6.2.
- 6.2 In respect of the Affordable Housing Unit (Section 106):
- 6.2.1 to give notice to the Council as soon as reasonably possible following any disposal and to thereafter calculate the Receipts and thereafter notify the same in writing to the Council;
 - 6.2.2 such Receipts shall be used for the provision of further Affordable Housing within the administrative boundaries of Knowsley on a basis to be prescribed by the Council and within such reasonable timescales as shall be specified by the Council and
 - 6.2.3 the Receipts shall be held in a separate designated account by the Registered Provider and it shall at least once a year supply to the Council a statement showing monies held on such account with such supplemental information showing how such funds are derived and the use of such sums in accordance with the provisions of paragraph 6.2.2 as the Council may require to satisfy itself that monies are being used for the provision of Affordable Housing in Knowsley.

EXCLUSIONS

- 7.1 The provisions in this Part 2 of the Second Schedule of this Deed shall not be binding on:

7.1.1 a Chargee exercising its power of sale PROVIDED THAT

- (i) the Chargee has given written notice to the Council of its intention to dispose of the Affordable Housing Unit (Section 106) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit (Section 106) to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (ii) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit (Section 106) free from the provisions in Part 2 of the Second Schedule of this Deed which provisions shall determine absolutely in relation to that Affordable Housing Unit (Section 106).

7.1.2 a tenant who has exercised a right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) and any mortgagee or chargee of such Affordable Housing Unit (Section 106) or any persons deriving title from any of them; or

7.1.3 a tenant who has exercised any statutory right to buy preserved right to buy or voluntary right to buy (or any equivalent contractual right) and any mortgagee or chargee of such Affordable Housing Unit (Section 106) or any persons deriving title from any of them; or

7.1.4 save for the provisions of section 4 of this Part 2 any residential occupiers or tenants of the Affordable Housing Units (Section 106); or

PART 3

MONITORING FEE

The Owners covenant with the Council as follows:

"Monitoring Fee" means the sum of £1,144.00 (one thousand one hundred and forty-four pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

1. Prior to the Commencement of Development the Owner shall pay the Monitoring Fee to the Council and shall not Commence Development until the Monitoring Fee has been paid to the Council

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

- 1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 2 The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if such sum has been Committed to be spent by the Council within fifteen (15) years of the date of receipt by the Council of the payment) such payments to be paid together with interest at Barclays Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.
- 3 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

FOURTH SCHEDULE

The Draft Planning Permission



Knowsl@y Council

**REGENERATION AND ECONOMIC DEVELOPMENT
DEPARTMENT**

TOWN AND COUNTRY PLANNING ACT 1990

This application is subject to a Section 106 Agreement and needs to be read in conjunction with that Agreement.

PLANNING PERMISSION

Application No: 22/00703/FUL

Name and address of applicant

Advent Construction Ltd / Livv Housing
Group
8B Hurricane Drive
Liverpool
L24 8RL

Name and address of agent

Paddock Johnson Architects
Studio 2
The Lyceum
Bath Street
Port Sunlight
CH62 4UJ

Date of Receipt: 10 November 2022

Date Valid: 13 December 2022

Address/Location Of Development:

Land Adj 71 Brook Hey Drive
Northwood
Kirkby
Knowsley

Description of Development:

RESIDENTIAL DEVELOPMENT FOR THE ERECTION OF 20NO. ONE-BEDROOMED FLATS WITH PARKING AND ASSOCIATED WORKS

The Council of the Metropolitan Borough of Knowsley hereby give notice in pursuance of the above Act(s) that Planning Permission has been **granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following condition(s):

1. The development must be begun not later than the expiration of three years beginning with the date of this permission.

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

2. The development hereby permitted shall be carried out in accordance with the approved plans and documents listed in Schedule 1.

Reason: For the avoidance of doubt.

3. No part of the development hereby permitted, including any works of demolition, shall be commenced until a Construction Management Plan that details the means of mitigation of construction effects has been submitted and agreed in writing by the Local Planning Authority. This shall include the following:
 - a. Methods for the mitigation of noise and vibration from building works, including any piling works, and also from the operation of any temporary power generation or pumping plant which will operate overnight.
 - b. Methods for dust control and suppression.
 - c. Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
 - d. The areas for the storage of plant and materials.
 - e. Management of deliveries including prevention of waiting/layover of construction related traffic on the highway, measures for the control of traffic to and from the site and consideration of any temporary traffic management arrangements which may be necessary during periods of construction. Note reversing on the highway is not permitted without a Banksman.
 - f. A programme of works, including phasing if appropriate.
 - g. Layout of the site compound including identification of areas for the storage of plant and materials, loading/unloading and turning areas for delivery vehicles [for each phase as necessary].
 - h. Scheme for recycling/disposal of waste resulting from construction works.
 - i. Adequate provision for addressing any abnormal wear and tear to the highway.
 - j. Hours of construction and deliveries (0800 to 1800 Monday to Friday, 0800 to 1300 Saturday and not at all on Sundays/Public Holidays is usually acceptable).

All site works shall then proceed only in accordance with the approved management plan unless otherwise agreed in writing beforehand with the Local Planning Authority.

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016 and saved Policies H5 and ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

4. Prior to the commencement of development, a waste audit or similar mechanism (e.g., a site waste management plan) shall be submitted to and agreed in writing by the Local Planning Authority for the minimisation of waste production and implementation of measures to achieve efficient use of resources, including designing out waste and minimisation of off-site disposal. For the avoidance of doubt the following information could be included within the waste audit or similar mechanism: -
 - the anticipated nature and volumes of waste that the development will generate;
 - where appropriate, the steps to be taken to ensure the maximum amount of waste arising from development on previously developed land is incorporated within the new development.
 - the steps to be taken to ensure effective segregation of wastes at source including, as appropriate, the provision of waste sorting, storage, recovery and recycling facilities; and
 - any other steps to be taken to manage the waste that cannot be incorporated within the new development or that arises once development is complete.

The waste audit or similar can be incorporated into the Construction Management Plan to be submitted for approval pursuant to Condition 3 of this planning permission.

Reason: In the interests of sustainability and the environment and to comply with Policies CS2, CS19, CS22 and CS26 of the Knowsley Local Plan Core Strategy adopted January 2016.

5. No flat hereby permitted shall be first occupied until a Car Park Management Plan has been submitted to and agreed in writing by the Local Planning Authority and shall be so implemented in full, from first occupation of any of the flats hereby permitted. For the avoidance of doubt, this shall include detail confirming that the residents of 71 Brook Hey Drive and the properties of Brook Hey Walk will be permitted to utilise the 5 tandem parking spaces highlighted in Proposed Site Plan Drawing Number 22017-PJA-00-ZZ-DR-A-1000-J. The car park shall be run in accordance with the agreed Car Park Management Plan at all times.

Reason: To ensure a satisfactory regime of car parking management to prevent excessive car parking on the highway, in the interests of highway and pedestrian safety and to comply with Policies CS2 and CS7 of the Knowsley Local Plan Core Strategy adopted January 2016 and Saved Policy H5 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

6. No flat hereby permitted shall be first occupied until precise scheme details of the proposed cycle storage highlighted on Drawing 22017-PJA-00-ZZ-DR-A-1000-J has been submitted to and approved in writing by the Local Planning Authority and implemented in full. For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles.

Reason: To ensure that adequate provision is made for parking cycles on the site and to comply with Policies CS2 and CS7 of the Knowsley Local Plan Core Strategy adopted January 2016 and Saved Policy H5 of the Knowsley replacement Unitary Development Plan adopted June 2006.

7. No gates or other enclosure/obstruction shall be placed across the vehicular access of the car park onto Brook Hey Drive.

Reason: To permit vehicles to pull clear of the carriageway when entering the site, in the interests of highway and pedestrian safety and to comply with Policies CS2 and CS7 of the Knowsley Local Plan Core Strategy adopted January 2016 and Saved Policy H5 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

8. No development hereby permitted shall take place until a scheme to permanently close off the existing vehicular access on to Bigdale Drive and replace the access with footway has been submitted to and agreed in writing by the Council as Local Planning Authority. The scheme shall be implemented as agreed before the flats hereby permitted are first occupied.

Reason: In the interests of pedestrian safety and to comply with Policies CS2 and CS7 of the Knowsley Local Plan Core Strategy adopted January 2016 and Saved Policy H5 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

9. A. Risk Assessment

Notwithstanding any submitted documentation no development hereby permitted shall take place until an assessment of the risks posed by any contamination has been submitted to, and approved in writing by, the Local Planning Authority.

The assessment must be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site. Moreover, it must include (where relevant):

- (i) a survey of the extent, scale and nature of contamination.
- (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and
 - service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments.

B. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks, no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

The approved remediation scheme shall be implemented, and a verification report submitted to and approved in writing by the Local Planning Authority, prior to the development (or relevant phase of development) being brought into use.

D. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported immediately to the Local Planning Authority. Development on the part of the site affected must be halted and a risk assessment carried out and submitted to and approved in writing by the Local Planning Authority. Where unacceptable risks are found remediation and verification schemes shall be submitted to and approved in writing by the Local Planning Authority. These shall be implemented prior to the development (or relevant phase of development) being brought into use.

Reason: In the interests of residents and public health and safety, in the interests of the water environment and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy adopted January 2016 and Saved Policy ENV5 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

10. Prior to the commencement of development, a Materials Management Plan (MMP), signed off by a suitably Qualified Person, shall be submitted to and agreed in writing with by the Local Planning Authority. The MMP shall demonstrate that any reuse of contaminated materials does not result in increased risk to the environment or human health. The development shall be carried out in accordance with the agreed plan.

Reason: In the interests of safety, to prevent pollution of the environment and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy adopted January 2016 and saved Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

11. No soil is to be imported to the site until it has been tested for contamination and assessed for its suitability for the proposed development; a suitable methodology for testing this material should be submitted to and agreed by the Local Planning Authority prior to the soils being imported onto site. The methodology should include the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

Reason: In the interests of residents/public health and safety, in the interests of the water environment, and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy adopted January 2016 and Saved Policy ENV5 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

12. Notwithstanding any details shown on the approved drawings, no part of the development shall be occupied until full details of both hard and soft landscaping works have been submitted to and approved in writing by the Local Planning Authority.

The details shall relate to all land surfaces not built upon and shall include:

- a. hard surfaced areas and materials including the car park.
- b. planting plans, specifications and schedules, planting size, species and numbers/densities, and a scheme for the timing / phasing of work.
- c. details of boundary treatments including to the overall site, garden boundary treatments for the flats, bin screening details and the boundary treatment for the drying area.
- d. the provision of bat bricks, including location and height from ground level.
- e. details of initial establishment and ongoing maintenance of all soft landscaping.

The approved landscaping works shall be implemented and completed in accordance with timescale details included as part of the submitted scheme.

Any trees, shrubs or other planting which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees, shrubs or other planting of similar size and species to those originally planted.

Reason: To ensure that the site is satisfactorily landscaped in the interests of visual amenity and in the interests of biodiversity and to comply with Policies CS2, CS8 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016 and Saved Policy H5 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

13. Notwithstanding any submitted details the development hereby permitted shall not be commenced until a scheme for the provision and implementation of a surface water regulation system to manage the risk of flooding from both overland flow and from the sewer network, has been submitted to and approved in writing by the Local Planning Authority. The agreed scheme shall be implemented prior to the first occupation of the development.

The surface water drainage scheme should be consistent with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards.

Reason: To prevent increased risk of flooding by ensuring the satisfactory storage of / disposal of surface water from the site and to comply with saved Policies CS2 and CS24 of the Knowsley Local Plan Core Strategy, adopted January 2016.

14. If the sustainable drainage system is not adopted by a public body or statutory undertaker then, prior to first occupation of any dwelling hereby approved, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- Details of provision for management and maintenance by a management company.
- A schedule for on-going inspections relating to performance and condition.
- Details for planned maintenance and a mechanism for remedial and urgent repair works.
- Means of access for inspection and maintenance purposes.

The plan shall be implemented and completed in accordance with the agreed timescales contained within it.

Reason: To ensure effectiveness of the flood risk measures during the lifetime of the development and to comply with Policies CS2 and CS24 of the Knowsley Local Plan Core Strategy adopted January 2016.

15. Notwithstanding any submitted details prior to the commencement of above ground works, precise details of existing and proposed site levels (both at the same spots) and including an appropriate number of sections running north - south and east -west and extending to existing adjacent properties, shall be submitted to and agreed in writing with the Local Planning Authority. The development shall be implemented in accordance with the agreed details.

Reason: To ensure that the site is developed so that it does not cause harm to residential amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016 and saved Policy H5 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

16. Notwithstanding any submitted materials schedule no above ground development shall be commenced until samples and details of the proposed external facing materials to be used on walls and roofs and details of all external doors and windows, have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out using only the agreed materials.

Reason: In the interests of visual amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016 and saved Policy H5 of the Knowsley Replacement Unitary Development Plan adopted January 2006.

17. No flat hereby permitted shall be occupied until details of full fibre broadband connections to all proposed flats has been submitted to and approved in writing by the Local Planning Authority. The infrastructure shall be installed prior to first occupation of any flat hereby permitted and made available for use immediately on occupation of any flat in accordance with the approved details.

Reason: To ensure that every dwelling has a full fibre broadband connection in accordance with paragraph 112 of the National Planning Policy Framework.

18. Prior to the first occupation of any flat hereby permitted linear and / or rotary clothes drying lines shall be installed and available for use in accordance with a scheme previously submitted to and agreed in writing by the Local Planning Authority. The agreed scheme shall remain available for residents of the flats at all times that any of the flats are occupied.

Reason: In the interests of residential amenity and to comply with Policy CS2 of the Knowsley Local Plan Core Strategy adopted January 2016.

19. Notwithstanding any submitted details, details of the 8 EVCP to be installed within the car park hereby permitted shall be submitted to and agreed in writing with the Local Planning Authority, including elevation drawings prior to installation. The EVCPs shall be available for use from first occupation of any of the flats hereby permitted and shall remain available for use at all times that any of the flats are occupied.

Reason: In the interests of air quality, promoting sustainable travel opportunities and to comply with Policies CS2, CS7 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016 and NPPF Para 110.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
10/11/2022	22017-PJA-BA-ZZ-DR-A-1100-E	-	PROPOSED FLOOR PLANS
10/11/2022	22017-PJA-BA-RF-DR-A-2002-A	-	PROPOSED ROOF PLAN
10/11/2022	22017-PJA-BA-01-DR-A-2001-A	-	PROPOSED FIRST FLOOR PLAN
10/11/2022	22017-PJA-BA-00-DR-A-2000-A	-	PROPOSED GROUND FLOOR PLAN
19/07/2023	22017-PJA-00-ZZ-DR-A-1000-J	-	PROPOSED SITE PLAN
10/11/2022	22017-PJA-00-ZZ-DR-A-0001-A	-	LOCATION PLAN
10/11/2022	22017-PJA-BA-ZZ-DR-A-2100-D	-	PROPOSED ELEVATIONS
10/11/2022	22017-PJA-00-ZZ-DR-A-2200	-	PROPOSED STREET SCENE
10/11/2022	22017-PJA-BA-	-	PROPOSED FLOOR PLANS (END

	ZZ-DR-A-1101-C		UNITS)
19/07/2023	22017-PJA-00- ZZ-DR-A-1001-	-	PROPOSED SITE PLAN SHOWING EXISTING LEVELS

REASON(S) FOR THE GRANTING OF PLANNING PERMISSION

The decision to grant planning permission has also been taken having regard to the policies and proposals as set out below, and to all relevant material considerations including supplementary planning guidance:-

KNOWSLEY LOCAL PLAN: CORE STRATEGY

- SD1 - Sustainable Development
- CS2 - Development Principles
- CS3 - Housing Supply, Delivery and Distribution
- CS7 - Transport Networks
- CS8 - Green Infrastructure
- CS19 - Design Quality and Accessibility in New Development
- CS24 - Managing Flood Risk
- CS26 - Waste Management
- CS27 - Planning and Paying for New Infrastructure

SAVED POLICIES - KNOWSLEY REPLACEMENT UNITARY DEVELOPMENT PLAN (ADOPTED JUNE 2006)

- H5 - Development within Primarily Residential Areas
- ENV2 - Noise and Vibration
- ENV3 - Light Pollution

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Lee Osborne on 0151 443 2395)

ARTICLE 35 STATEMENT

The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating with the applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

NOTE FOR APPLICANT:

IMPORTANT - PLEASE READ CAREFULLY THE NOTES BELOW AS FAILURE TO COMPLY COULD MAKE THE DEVELOPMENT HEREBY PERMITTED UNAUTHORISED

- 1) This planning permission is granted in strict accordance with the approved plans. It should be noted however that:
 - a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
 - b) You or your agent or any other person responsible for implementing this permission should inform Planning Services immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.

- 2) This permission is granted subject to conditions and it is the owner of the property and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent.
 - a) If a condition precedent is not complied with prior to the start of development, the whole of the development will be unauthorised and you may be liable to enforcement action.
 - b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

If any other type of condition is breached then you will be liable to a breach of condition notice.

Note: The applicant's attention is drawn to the following comments:

1. S278:
It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission will require the developer to enter into an agreement under S278 of the Highways Act 1980 with the Council. The applicant is advised to contact the site development team, email: SiteDevelopment@knowsley.gov.uk to discuss the matter further. The highway fees applicable for a S278 highway agreement are available on the Knowsley Council website here: <https://www.knowsley.gov.uk/residents/roads/highway-fees-and-charges>
2. Ground Gas
The preliminary risk assessment concludes that the risk from ground gas is low. It is advised that should the intrusive works record significant made ground or biodegradable material then the risk assessment will require revision and additional works may be necessary for public/residents health and safety.
3. Please see attached letter from United Utilities
4. Please see attached letter from Mersey Fire Service



Executive Director - Regeneration and Economic Development

Date: 2 August 2023

IMPORTANT NOTES FOR YOUR ATTENTION:

1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained by the Local Planning Authority. The Local Planning Authority should be contacted in writing if it is proposed to amend these plans in any way as a further permission, may be required.
3. You should ensure that you understand the requirements of all planning conditions and that you fully comply with their requirements. If you are in any doubt about what a condition requires of you, please ask us for assistance. Planning conditions may require you to submit further information to us and await our approval before you can start your development. A failure to do so could result in your development being unlawful and necessitate the submission of a further planning application. A failure to comply with the conditions of the permission/consent may result in the taking of enforcement and potentially legal action, against you to remedy the breach of planning control.
4. A fee is normally payable to discharge planning conditions in accordance with government regulations.
5. This permission does not convey any rights or approval to build on, or develop, any land that is not fully owned or controlled by you, including on party boundaries. You should satisfy yourself that the agreement of any adjoining landowners has been given prior to commencing any building works.
6. If a Building Regulations Consent is required for these works it is your responsibility to ensure that the plans submitted for both the Building Regulations Consent and Planning Permission are the same in all respects. Should the plans relating to one consent vary from the other, it will be necessary for you to submit amended plans to this Department and obtain the relevant approval(s) prior to commencing any works. Knowsley Council's Building Control team are contactable on (0151)-443 2342 and they would be pleased to assist you.

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Knowsley MBC
Planning Department
Municipal Buildings
Archway Road
Huyton
L36 9YU

Email: dcconsultations@knowsley.gov.uk

**Merseyside Fire & Rescue Authority
Community Fire Protection**

Fire Engineering Team
Service Headquarters
Bridle Road
Bootle
Merseyside
L30 4YD

Telephone: 0151 296 6590 (Calls may be recorded)
Inspecting Officer: Alison Harrison
Email: fireengineeringteam@merseyfire.gov.uk
web Site: www.merseyfire.gov.uk

Your ref: 22/00703/FUL Our ref: NG000963/969040/AH/BOC Date: 19th December 2022

Dear Sir/Madam,

THE TOWN AND COUNTRY PLANNING ACT 1990
PLANNING APPLICATION NUMBER REF: 22/00703/FUL
PROPOSAL: RESIDENTIAL DEVELOPMENT FOR THE ERECTION OF 20 NO.
RESIDENTIAL FLATS WITH PARKING AND ASSOCIATED WORKS
ADDRESS: LAND ADJACENT TO 71 BROOK HEY DRIVE NORTHWOOD KIRKBY

The Fire Authority requests that any decision notice includes the following information;

The plans relating to the above application have been examined and below are the Fire Authority's observations:

Access for fire appliances should comply with the requirements of Section B5, Schedule 1 of the Building Regulations. Provisions for access will depend on the size and use of the building. The design of the access route, for example minimum road widths and maximum reversing distances, should also be considered (Appendix A, attached).

In accordance with Section 55 of the County of Merseyside Act 1980, the position of the premises should not compromise or impede existing means of fire service access to a neighbouring building.

Water supplies for firefighting purposes (Appendix B) should be risk assessed in accordance with the undermentioned guidance in liaison with the water undertakers (United Utilities - 0161 907 7351) with suitable and sufficient fire hydrants supplied.

Housing

Housing developments with units of detached or semidetached houses of not more than two floors should have a water supply capable of delivering a minimum of eight litres per second through any single hydrant. Multi occupied housing developments with units of more than two floors should have a water supply capable of delivering a minimum of 20 to 35 litres per second through any single hydrant on the development.

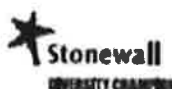
Further information regarding access requirements can be found in the current version of Approved Document B, which is available for free download via:
<https://www.gov.uk/government/publications/fire-safety-approved-document-b>

Should you require any further information in respect of this correspondence please contact the Officer named above

Yours faithfully,



Alison Harrison
Authorised Fire Safety Inspecting Officer
And on behalf of Merseyside Fire and Rescue Authority



Appendix A - Access and Facilities for the Fire Service as given in Section B5 of Approved Document B

Domestic Dwellings

For dwelling houses, access for a pumping appliance should be provided to within 45m of all points inside the dwelling house.

For flats, either: access for a pumping appliance should be provided to within 45m of all points inside each flat of a block, measured along the route of the hose; or fire mains should be provided.

Commercial Buildings

Small buildings (up to 2000m², with a top occupied storey a maximum of 11m above ground level), require access for a pump appliance to 15% of the perimeter, or within 45m of every point of the footprint of the building, whichever is the less onerous.

Larger buildings will require access to a percentage of the perimeter that increases incrementally with size of the total floor area and height of building – please see details in Approved Document B Volume 2 Section 15.

Elevations to which vehicle access is provided will require a door, to give access into the building. The maximum distance between doors, or between a door and the end of the elevation, is 60m (ie a 150m elevation would need a minimum of two doors).

All Buildings

Access routes and hardstanding should comply with Table 13.1 ADB Volume 1 / Table 15.2 ADB Volume 2. Please note: MFRS appliances are 17 tonnes (pump) and 26 tonnes (high reach).

Dead-end access routes longer than 20m require turning facilities (eg a turning circle or hammer head, or other turning point).

Where fire mains are fitted, access should be provided for a pumping appliance to within 18m of each fire main inlet connection point. Inlets should be on the face of the building and visible from the parking position of the appliance. The run of horizontal internal connecting pipe should be a maximum of 18m in length.

Buildings with a storey more than 18m above the fire service vehicle access level, or a basement more than 10m below, should have one or more firefighting shafts containing fire-fighting lifts and fire mains (a minimum of two fire-fighting shafts will be required for buildings with a floor area of 900 m² or more).

Buildings in the 'shop and commercial', 'assembly and recreation' or 'industrial' purpose groups (Groups 4, 5, or 6), with a storey area of 900m² or more and a storey height of 7.5m or more above fire service vehicle access level will require at least two firefighting shafts (firefighting lifts may not be needed).

Entry to a firefighting shaft at fire service access level should be available either directly from the open air or by way of a protected corridor not exceeding 18m in length. The corridor is deemed to be part of the firefighting shaft, and any access to it from the accommodation should be by way of protected lobbies.



Hydrants

Where a building has a compartment with an area of more than 280m² and is being erected more than 100m from an existing fire hydrant, additional hydrants are required as follows:

Buildings with fire main – hydrant within 90m of dry fire main inlet;

Buildings without fire main – hydrant within 90m of an entrance to the building; and a maximum of 90m apart.

Appendix B - Guidelines on flow requirements for firefighting

The following flows represent the ideal requirements on new developments and during permanent system changes.

Housing

Housing developments with units of detached or semidetached houses of not more than two floors should have a water supply capable of delivering a minimum of eight litres per second through any single hydrant. Multi occupied housing developments with units of more than two floors should have a water supply capable of delivering a minimum of 20 to 35 litres per second through any single hydrant on the development.

Transportation

Lorry/coach parks - multi-storey car parks - service stations.

All of these amenities should have a water supply capable of delivering a minimum of 25 litres per second through any single hydrant on the development or within a vehicular distance of 90 metres from the complex.

Industry

The water supply infrastructure to any industrial estate should be as follows with the mains network on site being normally at least 150 mm nominal diameter—

Up to one hectare 20 litres per second.

One to two hectares 35 litres per second.

Two to three hectares 50 litres per second.

Over three hectares 75 litres per second.



Shopping, offices, recreation and tourism

Commercial developments of this type should have a water supply capable of delivering a minimum flow of 20 to 75 litres per second to the development site.

Education, health and community facilities

Village halls— Should have a water supply capable of delivering a minimum flow of 15 litres per second through any single hydrant on the development or within a vehicular distance of 100 metres from the complex.

Primary schools and single storey health centre's— Should have a water supply capable of delivering a minimum flow of 20 litres per second through any single hydrant on the development or within a vehicular distance of 70 metres from the complex.

Secondary schools, colleges, large health and community facilities— Should have a water supply capable of delivering a minimum flow of 35 litres per second through any single hydrant on the development or within a vehicular distance of 70 metres from the complex.



Knowsley Council
By email

Your ref: 22/00703/FUL
Our ref: DC/22/4395
Date: 15-FEB-23

Dear Planning Team

Location: Land Adj 71 Brook Hey Drive Northwood Kirkby Knowsley
Proposal: RESIDENTIAL DEVELOPMENT FOR THE ERECTION OF 20NO. RESIDENTIAL FLATS WITH PARKING AND ASSOCIATED WORK.

United Utilities wish to make the following comments regarding the proposal detailed above.

DRAINAGE

Following our review of the submitted Drainage Strategy Ref: 10757- WML-00-XX-DR-C-1001, Rev: P01 Dated OCT 2022, we can confirm that whilst the proposals are acceptable in principle, there is insufficient information on the detail of the drainage design. We request that the onsite cover and invert levels are detailed on the above named drawing.

Should planning permission be granted we request the following condition is attached to any subsequent Decision Notice: Follow with a pre-commencement condition (Nos 77, 78 or 79)

CONDITION:

Prior to the commencement of development, details of a sustainable surface water drainage scheme and a foul water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The drainage schemes must include:

- (i) An investigation of the hierarchy of drainage options in the National Planning Practice Guidance (or any subsequent amendment thereof). This investigation shall include evidence of an assessment of ground conditions and the potential for infiltration of surface water in accordance with BRE365;***
- (ii) A restricted rate of discharge of surface water agreed with the local planning authority (if it is agreed that infiltration is discounted by the investigations);***

- (iii) Levels of the proposed drainage systems including proposed ground and finished floor levels in AOD;*
- (iv) Incorporate mitigation measures to manage the risk of sewer surcharge where applicable; and*
- (v) Foul and surface water shall drain on separate systems.*

The approved schemes shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards.

Prior to occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution.

The applicant can discuss any of the above with Developer Engineer, **Ashleigh Bellerby**, by email at wastewaterdeveloperservices@uuplc.co.uk.

Please note, United Utilities is not responsible for advising on rates of discharge to the local watercourse system. This is a matter for discussion with the Lead Local Flood Authority and / or the Environment Agency (if the watercourse is classified as main river).

If the applicant intends to offer wastewater assets forward for adoption by United Utilities, their proposed detailed design will be subject to a technical appraisal by our Developer Services team and must meet the requirements outlined in 'Sewerage Sector Guidance Appendix C – Design and Construction Guidance v2-2' dated 29 June 2022 or any subsequent iteration. This is important as drainage design can be a key determining factor of site levels and layout.

Acceptance of a drainage strategy does not infer that a detailed drainage design will meet the requirements for a successful adoption application. We strongly recommend that no construction commences until the detailed drainage design, has been assessed and accepted in writing by United Utilities. Any work carried out prior to the technical assessment being approved is done entirely at the developer's own risk and could be subject to change.

Management and Maintenance of Sustainable Drainage Systems

Without effective management and maintenance, sustainable drainage systems can fail or become ineffective. We believe we have a duty to advise the Local Planning Authority of this potential risk to ensure the longevity of the surface water drainage system and the service it provides to people. We also wish to minimise the risk of a sustainable drainage system having a detrimental impact on the public sewer network should the two systems interact. We therefore recommend the Local Planning Authority include a condition in any subsequent Decision Notice regarding a management and maintenance regime for any sustainable drainage system that is included as part of the proposed development. The following may be a useful example.

Prior to occupation of the development a sustainable drainage management and maintenance plan for the lifetime of the development shall be submitted to the local planning authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:

- a. Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and*
- b. Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.*

The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development.

Please note United Utilities cannot provide comment on the management and maintenance of an asset that is owned by a third party management and maintenance company and we would not be involved in the discharge of the management and maintenance condition in these circumstances.

UNITED UTILITIES PROPERTY, ASSETS AND INFRASTRUCTURE

Where United Utilities' assets cross the proposed red line boundary, developers must contact our Developer Services team prior to commencing any works on site, including trial holes, groundworks or demolition. Please see 'Contacts' section below.

Water pipelines

United Utilities will not allow building over or in close proximity to a water main.

Wastewater pipelines

United Utilities will not allow a new building to be erected over or in close proximity to a public sewer or any other wastewater pipeline. This will only be reviewed in exceptional circumstances.

Nb. Proposals to extend domestic properties either above, or in close proximity to a public sewer will be reviewed on a case by case basis by either by a building control professional or following a direct application to United Utilities (see our website for further details).

Important information regarding water and wastewater pipelines and apparatus

It is the applicant's responsibility to investigate and demonstrate the exact relationship between United Utilities' assets and the proposed development.

A number of providers offer a paid for mapping service, including United Utilities (see 'Contacts' section below). The position of the underground apparatus shown on water and wastewater

asset maps is approximate only and is given in accordance with the best information currently available. Therefore, we strongly recommend the applicant, or any future developer, does not rely solely on the asset maps to inform decisions relating to the detail of their site and instead investigates the precise location of any underground pipelines and apparatus. United Utilities Water will not accept liability for any loss or damage caused by the actual position of our assets and infrastructure being different from those shown on asset maps.

Developer's should investigate the existence and the precise location of water and wastewater pipelines as soon as possible as this could significantly impact the preferred site layout and/or diversion of the asset(s) may be required. Unless there is specific provision within the title of the property or an associated easement, any necessary disconnection or diversion of assets to accommodate development, will be at the applicant/developer's expense. In some circumstances, usually related to the size and nature of the assets impacted by proposals, developers may discover the cost of diversion is prohibitive in the context of their development scheme.

Any agreement to divert our underground assets will be subject to a diversion application, made directly to United Utilities. This is a separate matter to the determination of a planning application. We will not guarantee, or infer acceptance of, a proposed diversion through the planning process (where diversion is indicated on submitted plans). In the event that an application to divert or abandon underground assets is submitted to United Utilities and subsequently rejected (either before or after the determination of a planning application), applicants should be aware that they may need to amend their proposed layout to accommodate United Utilities' assets.

Where United Utilities' assets exist, the level of cover to United Utilities pipelines and apparatus must not be compromised either during or after construction and there should be no additional load bearing capacity on pipelines without prior agreement from United Utilities. This would include sustainable drainage features, earth movement and the transport and position of construction equipment and vehicles.

Any construction activities in the vicinity of United Utilities' assets, including any assets or infrastructure that may be located outside the applicant's red line boundary, must comply with national building and construction standards and where applicable, our 'Standard Conditions for Works Adjacent to Pipelines', a copy of which is available on our website. The applicant, and/or any subsequent developer should note that our 'Standard Conditions' guidance applies to any design and construction activities in close proximity to water pipelines and apparatus that are no longer in service, as well as pipelines and apparatus that are currently operational.

It is the applicant's responsibility to ensure that United Utilities' required access is provided within any proposed layout and that our infrastructure is appropriately protected. The developer would be liable for the cost of any damage to United Utilities' assets resulting from their activity.

WATER AND WASTEWATER SERVICES

If the applicant intends to receive water and/or wastewater services from United Utilities they should visit our website or contact the Developer Services team for advice at the earliest

opportunity. This includes seeking confirmation of the required metering arrangements for the proposed development. See 'Contacts' Section below.

If the proposed development site benefits from existing water and wastewater connections, the applicant should not assume that the connection(s) will be suitable for the new proposal or that any existing metering arrangements will suffice. In addition, if reinforcement of the water network is required to meet potential demand, this could be a significant project and the design and construction period should be accounted for.

In some circumstances we may require a compulsory meter is fitted. For detailed guidance on whether the development will require a compulsory meter please visit <https://www.unitedutilities.com/my-account/your-bill/our-household-charges-20212022/> and go to section 7.7 for compulsory metering.

To promote sustainable development United Utilities offers a reduction in infrastructure charges for applicant's delivering water efficient homes and draining surface water sustainably (criteria applies). For further information, we strongly recommend the applicant visits our website when considering any water or wastewater design <https://www.unitedutilities.com/builders-developers/your-development/planning/building-sustainable-homes/>

Business customers can find additional information on our sustainable drainage incentive scheme at <https://www.unitedutilities.com/Business-services/retailers/incentive-schemes/>

To avoid any unnecessary costs and delays being incurred by the applicant or any subsequent developer, we strongly recommend the applicant seeks advice regarding water and wastewater services, and metering arrangements, at the earliest opportunity. Please see 'Contacts' Section below.

CONTACTS

Website

For detailed guidance on water and wastewater services, including application forms and the opportunity to talk to the Developer Services team using the 'Live Chat' function, please visit:

<http://www.unitedutilities.com/builders-developers.aspx>

Email

For advice on water and wastewater services or to discuss proposals near to pipelines, email the Developer Services team as follows:

Water mains and water supply, including metering - DeveloperServicesWater@uuplc.co.uk

Public sewers and drainage - WastewaterDeveloperServices@uuplc.co.uk

Telephone - 0345 072 6067

Property Searches (for asset maps):

A number of providers offer a paid for mapping service including United Utilities. For more information, or to purchase a sewer and water plan from United Utilities, please visit <https://www.unitedutilities.com/property-searches/>

Water and sewer records can be viewed for free at our Warrington Head Office by calling 0370 751 0101. Appointments must be made in advance. Public sewer records can be viewed at local authority offices. Arrangements should be made directly with the local authority.

We request that a copy of this letter is made available to the applicant.

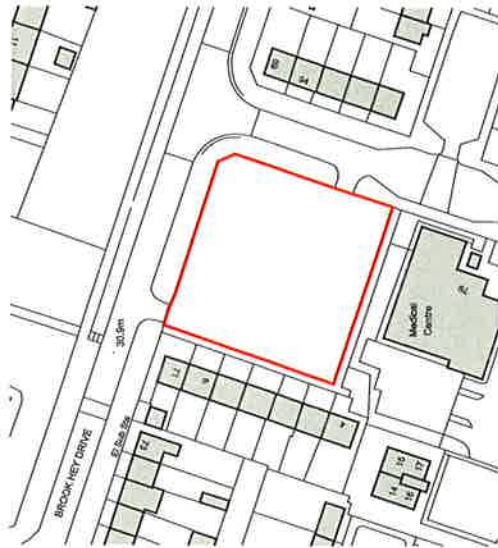
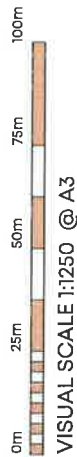
Yours faithfully

The Planning, Landscape and Ecology Team

ANNEX – THE PLAN

Notes: This drawing is the copyright of Paddock Johnson Partnership Limited and may not be used without their prior written consent.
Written dimensions to be taken in preference to scaled dimensions.
Due to the inaccuracies of scanning, scanned images should not be scaled.

REV: A DATE: 27.10.22 DESCRIPTION: Planning issue BY: EG



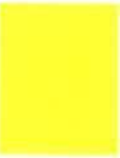
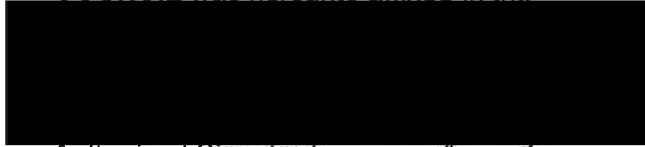
1 Location Plan
Scale: 1 : 1250

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						STATUS:	PLANNING	BY:	PO	CHECKED:	SH
						PADDOCK JOHNSON					
						Studio 2, The Lyceum, Bath Street, Port Sunlight, Merseyside, CH62 4UJ 0151 643 1234 admin@paddockjohnson.com son.com partnership in England 84275					

Execution page

THE COMMON SEAL of
**KNOWSLEY METROPOLITAN BOROUGH
COUNCIL** was hereunto affixed in the



Authorised Signatory

Seal No. 31242

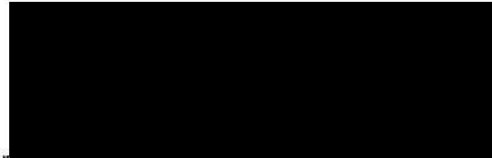
Authority: 22/00703/FVL

Print Name: N FAHAN

Position: PRINCIPAL SOLICITOR

Executed as a Deed by **RED HOUSE
CARE HOME LTD** acting by a director

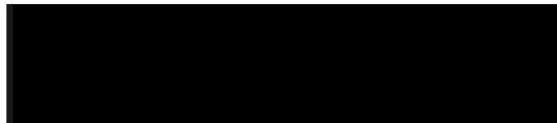
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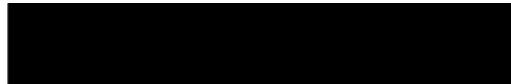
Director

in the presence of:

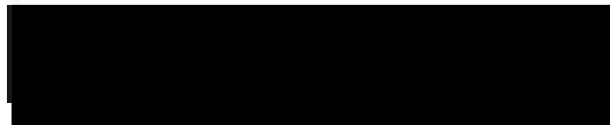
Signature of Witness:



Name of Witness:



Address:



Occupation: