

Dated

01 Nov 2012

202

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

Planning Act 1990

relating to Land adjacent to Headbolt Lane, Kirkby

- (1) Knowsley Metropolitan Borough Council
- (2) Merseytravel
- (3) Network Rail Infrastructure Limited

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EXECUTION OF DEED

PARTIES

- (1) KNOWSLEY METROPOLITAN BOROUGH COUNCIL of Municipal Buildings
Archway Road Huyton Knowsley Merseyside L36 9YU ("Council")
- (2) MERSEYTRAVEL, a statutory organisation of 1 Mann Island, Liverpool L3 1BP
("Owner")
- (3) NETWORK RAIL INFRASTRUCTURE LIMITED incorporated and registered in
England and Wales with company number 02904587 of 1 Eversholt Street,
London, NW1 2DN ("the Applicant")

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 By a transfer dated 15 December 2021 and made between the Council (1) and the
Owner (2) the Freehold Estate was transferred to the Owner.
- 3 The Owner will immediately make an application to H M Land Registry to register the
transfer referred to above
- 4 The Applicant has submitted the Application to the Council and the parties have
agreed to enter into this Deed in order to secure the planning obligations contained
in this Deed.
- 5 The Council is minded to grant planning permission subject to the prior completion of
this Deed.
- 6 The parties to this Deed 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 21/00563/FUL
"Application Site"	all that land shown edged red on Plan 1

"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"	means 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 Application Site for the construction of a new railway station including station building (and associated platform works), 300 space car park, bus stops, cycle parking, sub station compound and associated line side works including the section of rail line between Kirkby Station and Headbolt Lane to be twin track, bridge works (to bridges over County Road and Simonswood Brook) new signalling, erection of fencing to platforms and car park, removal of redundant platform at Kirkby Station, pedestrian and road bridge over Kirkby Brook, regrading works and new Road junction at Headbolt Lane/Fallowfield.
"Freehold Estate"	the freehold interest in the Site registered with other land at the Land Registry under title numbers MS454072, MS488028 and MS558710
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Indexation Date"	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 Owner is 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
"Plan 1"	the plan attached to this Deed at Appendix One and labelled Plan 1
"Plan 2"	the plan attached to this Deed at Appendix One and labelled Plan 2
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application a draft of which is set out in the Fourth Schedule
"Practical Completion"	the issue of a certificate of practical completion by the Owner's architect or employer's agent or other suitably qualified person certifying that the Development has been completed in all material respects
"Site"	the land against which this Deed may be enforced as shown edged red on Plan 2 and described in the First Schedule
"Working Days"	those days that are not a Saturday, Sunday or Bank Holiday in England

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.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act binding the Site and are enforceable by the Council as local planning authority against the Owner.
- 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 Owner and with the intent of binding the Owner 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;

save for the provisions of this Clause 4 and Clauses 7.1, 7.3, 9, 10, 11, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Second Schedule.
- 5.2 The Applicant hereby consents to the Owner entering into this Deed.
- 5.3 The Owner hereby warrants and confirms that apart from the Owner 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.
- 5.4 The Owner further covenants with the Council to enter into such further or supplemental deeds and documents and perform such acts as may be required to give full and proper effect to the terms of this Deed the intention being that any person with a legal interest in the Site for the purposes of Section 106 is bound by its terms.

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 legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and
- 7.1.2 the sum of £250.00 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 Owner 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 Owner) 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 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.
- 7.10 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.
- 7.11 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 Deed or such other address notified in writing to the other party from time to time.
- 7.12 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 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

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.

10 INDEXATION

Any sum referred to in the Schedules shall be Index Linked and where the Owner is 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 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 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 the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

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 Council's Title, and description of the Site

Details of the Owner's Title

All that land known as land at Headbolt Lane, Kirkby registered at HM Land Registry currently under freehold title numbers MS454072, MS488028 and MS558710

Description of the Site

All that land known as land adjacent to Headbolt Lane, Kirkby shown edged red on Plan 2

SECOND SCHEDULE

The Owner's Covenants with the Council

PART 1

TREE MITIGATION PLANTING CONTRIBUTION

Interpretation

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

"Tree Planting Contribution" shall mean the sum of £28,000 (twenty eight thousand pounds) payable to the Council as a contribution towards the replacement of trees removed as part of the Development such trees to be provided in the Kirkby area.

1. The Owner covenants with the Council as follows –
 - 1.1 To pay the Tree Planting Contribution prior to Commencement of the Development;
and
 - 1.2 Not to Commence Development until the Tree Planting Contribution has been paid to the Council pursuant to paragraph 2.1 above.

PART 2

SOCIAL VALUE

The Owner covenants with the Council as follows –

1. In this Schedule the following words and phrases shall have the meanings:
 - 1.1 **“Social Value Contribution”** shall mean the sum of £14,400 (fourteen thousand and four hundred pounds) as a contribution towards supporting the provision of social value delivery relevant to the Development approved under the Application.
 - 1.2 **“Social Value Monitoring Fee”** shall mean the sum of £9,600 (nine thousand and six hundred pounds) as a contribution towards the approval of the Social Value Strategy and monitoring social value delivery relevant to the Development approved under the Application payable in accordance with the 2018 SPD.
 - 1.3 **“Social Value Strategy”** means the approved construction based social value strategy attached at Appendix A and which seeks to maximise opportunities for residents of Knowsley through:
 - 1.3.1 The creation of job opportunities;
 - 1.3.2 The provision of skills training;
 - 1.3.3 The means for advertising all vacancies (including subcontractor organisation vacancies) both which arise during the construction and the end use;
 - 1.3.4 Identifying appropriate training courses and assisting applicants for employment who are not currently qualified for a particular vacancy to obtain the necessary training and qualifications;
 - 1.3.5 The means of recruitment of local staff through Knowsley Works, Job Centre Plus and other professional recruitment partners; and
 - 1.3.6 The means of ensuring and promoting equal opportunities as part of the employment process.
2. Prior to the Commencement of Development the Owner shall pay the Social Value Contribution and the Social Value Monitoring Fee to the Council and the Owner shall not Commence the Development until the Social Value Contribution and the Social Value Monitoring Fee have been paid to the Council.

3. The Owner shall notify the Council 10 (ten) Working Days prior to the anticipated date of each of the following:
 - 3.1 Commencement of Development; and
 - 3.2 Practical Completion.
4. The Owner shall implement the approved Social Value Strategy from the Commencement of Development and throughout the construction phase until Practical Completion and shall provide regular reports when reasonably requested by the Council or its authorised agents on the employment and training opportunities arising in the course of the construction of the Development.
5. The Owner shall co-operate with the Council and its authorised agents and otherwise facilitate the monitoring by the Council of the delivery by the Owner of the Social Value Strategy.
6. The Owner shall provide to the Council such evidence as the Council shall reasonably require to confirm that Practical Completion has occurred.

PART 3

MONITORING FEE

Interpretation

"Monitoring Fee" means the sum of £1000.00 (one thousand pounds) towards the Council's additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

The Owner covenants with the Council as follows:

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 Committed to be spent by the Council) within fifteen (15) years of the date of receipt by the Council of the payment together with interest at Barclays Bank PLC 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



Knowsley 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: 21/00563/FUL

Name and address of applicant

Network Rail
North West & Central Route
Square One
4 Travis Street
Manchester
M1 2NY

Name and address of agent

Date of Receipt: 5 July 2021

Date Valid: 27 August 2021

Address/Location Of Development:

Land Bounded By Headbolt Lane And Amenity Open Space Including The Existing Rail Line Running Between Kirkby (Adjacent Lingtree Road) And Headbolt Lane (Adjacent Limetree Road) And Associated Land To The North And South Of The Rail Line

Description of Development:

CONSTRUCTION OF A NEW RAILWAY STATION INCLUDING STATION BUILDING (AND ASSOCIATED PLATFORM WORKS), 300 SPACE CAR PARK, BUS STOPS, CYCLE PARKING, SUB STATION COMPOUND AND ASSOCIATED LINE SIDE WORKS INCLUDING THE SECTION OF RAIL LINE BETWEEN KIRKBY STATION AND HEADBOLT LANE UPGRADED TO TWIN TRACK, BRIDGE WORKS (TO BRIDGES OVER COUNTY ROAD AND SIMONSWOOD BROOK) NEW SIGNALLING, ERECTION OF FENCING TO PLATFORMS AND CAR PARK, REMOVAL OF REDUNDANT PLATFORM AT KIRKBY STATION, PEDESTRIAN AND ROAD BRIDGE OVER KIRKBY BROOK, RE-GRADING WORKS AND NEW ROAD JUNCTION AT HEADBOLT LANE/ FALLOWFIELD.

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.

communication and reporting strategy has been submitted and agreed in writing by the Local Planning Authority. This shall include the following:

oA work schedule based upon the Amended ES Vol III Appendix 6F Construction Noise Mitigation Strategy, which details all the specific noisy works that could have an impact on the surrounding residents throughout the construction phase. This will include all works, day and night and details of length of works , dates and times.

- Details of mitigation that will be in place during the out of hours work
- Details of the regular meetings (monthly being the minimum) that will be held with the Council throughout the construction phase to share information and raise any issues.
- Site contact details for the public for both the night-time and daytime periods.

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

5. Works consisting of surface drainage on any phase of the development shall not commence until a detailed SUDS based drainage scheme based on the principles of The SUDS Manual (C753) and the criteria as set out within Knowsley Strategic Flood Risk Assessment (SFRA, Levels 2) for that phase, has been submitted and approved in writing by the Local Planning Authority (LPA). Each scheme shall include a timetable of implementation, suitable drainage drawings, summary calculations and results of all investigations detailing the surface water drainage works as set out below. The maximum rate of discharge, off-site, shall be limited to the greenfield runoff rate or 5 lit/s (whichever is the greater) and the discharge connection points shall be to the Kirkby Brook. The works shall be implemented in accordance with the approved scheme before the development is brought into use.

For the avoidance of doubt the surface water and drainage strategy, detailed design drawings, calculations and supporting information shall be expected to consider the following elements:

- An illustration of permeable and impermeable areas before and after development.
- Evidence that in selecting drainage features, the surface water drainage discharge hierarchy has appropriately been followed. The results of Infiltration tests completed according to the BRE 365 method should be submitted
- A SuDS aims to minimise the impacts from a proposed development on water quantity and quality and maximise amenity and biodiversity. In designing an appropriate set of SuDS techniques for a development site, the LLFA will be expecting above ground, green SuDS to be prioritised to promote water quality, amenity and biodiversity.
- An assessment of groundwater level on the site shall be required.
- Anticipated influence of climate change on peak rainfall intensity in small and urban catchments need to be considered as 40%.
- Detailed Drainage Scheme Plan showing the layout of the proposed drainage

Moreover, it must include (were 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 phase of 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 and Verification Report

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.

E. Materials Management Plan

Prior to the reuse of site won materials ('waste' and non-waste) a Materials Management Plan, carried out in line with the CL: AIRE code of practice and signed off by a Qualified Person, shall be submitted to and agreed in writing with the local planning authority. The MMP shall demonstrate that any reuse of contaminated materials do not result in increased risk to the environment or human health.

F. Importation of Soil/Material

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

9. Notwithstanding the submitted landscaping scheme and Landscape Environmental Management Plan prior to the first use of the development hereby permitted an updated landscaping scheme based on the principles of Drg. ref 170248-1584-ZZ-ZZZ-DRG-A-AR-013006 rev P01.2 comprising additional landscaping and rain gardens within the main car park and an updated Landscape Environmental Management Plan which shall include:-

- Habitat creation/landscaping proposals along the railway corridor and management proposals for these habitats.
- Additional biodiversity enhancement measures including bird nesting boxes, bat boxes, particularly adjacent to Kirkby Brook corridor and provision of water vole shelves at the proposed Kirkby Brook crossings.

Shall be submitted to and approved in writing by the Local Planning Authority. The approved landscaping scheme shall be implemented prior before the development is brought into use or in accordance with a programme to be agreed in writing with the Local Planning Authority prior to any development commencing. Any trees / shrubs which are removed, die, become severely damaged or diseased within five years of their planting shall be replaced in the next planting season with trees / shrubs of similar size and species to those originally required to be planted unless the Local Planning Authority gives written consent to any variation.

Reason : To ensure the site is satisfactorily landscaped and additional habitat/ biodiversity measures are included with the landscape environmental management plan to ensure compliance with policies CS2, CS8 and CS19 in the Knowsley Local Plan Core Strategy, adopted January 2016

10. Fixed plant and equipment associated with the development shall be designed to a level that is at least 5dB(A) below the existing LA90 background noise level as measured during the relevant time-period. Any tonal, impulsive and/or irregular noise would be addressed by imposing a penalty as per the methodology set out in BS 4142:2014+A1:2019, Methods for Rating and Assessing Industrial and Commercial Sound. Noise limits for fixed plant are to apply at a position 1 metre from the closest affected window of the nearest noise sensitive property.

Reason: To safeguard local residents from noise and disturbance, and to comply with Saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

11. Notwithstanding the details of lighting within the site prior to the installation of any lighting a scheme for the provision of lighting within the site shall be submitted to and approved in writing by the Local Planning Authority and fully implemented accordingly, prior to the first use of the site.

For the avoidance of doubt, the scheme shall include drawings of the lighting and lighting columns, a site layout indicating positions of the lighting, isolux and luminosity details and manufactures specifications.

Reason: In the interests of residential amenity, security and ecology and to comply with the National Planning Policy Framework; Policies CS2, CS8 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and save Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

12. Notwithstanding the details submitted prior to the installation of the CCTV system on the site full details of the cameras and poles including their precise location, design, field of view of the cameras and finish shall be submitted to and approved in writing

Reason : In the interests of visual amenity and to ensure compliance with Policies CS2 and CS19 in the Knowsley Local Plan Core Strategy, adopted January 2016.

19. No development shall take place within 8m of the banks of Kirkby Brook.

Reason : To prevent any damage to or pollution of the brook to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy, adopted January 2016.

20. No part of the development shall be brought into use until appropriate visibility splays have been provided at the proposed pedestrian crossing point east of the site access junction where the Council is to introduce a new pedestrian crossing. The visibility splays shall be provided clear of obstructions/landscaping to visibility above the height of 0.6 metres measured from the footway/verge level and shall be maintained as such at all times thereafter.

Reason: To ensure adequate visibility at the pedestrian crossing point is provided and maintained in the interests of highway safety, and to comply with Policy CS19 of the Core Strategy, adopted January 2016.

21. Notwithstanding the details submitted prior to any works commencing on the existing or proposed bridges full details of the materials and colour finishes shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall also include detailed elevations for both sides of bridge 56. The existing and proposed bridges shall be finished in accordance with the approved details.

Reason : In the interests of visual amenity and to ensure compliance with Policies CS2 and CS19 in the Knowsley Local Plan Core Strategy, adopted January 2016.

22. Notwithstanding the details submitted prior to the erection of the proposed gates to the steps on Kirkby Row a scheme providing details of the proposed gate including materials and colour finishes shall be submitted to and approved in writing by the Local Planning Authority. The gate shall be installed in accordance with the approved details.

Reason : To protect the setting of the nearby Listed Buildings in accordance with Policy CS20 in the Knowsley Local Plan Core Strategy, adopted January 2016.

23. Within 6 months of the first use of the development the area of the site identified for the construction compound on drawing DR W 6601 REV P01 shall be re-instated back to the existing site levels and landscaped in accordance with a scheme which has been previously submitted to and approved in writing by the Local Planning Authority.

Reason : In the interests of visual amenity and to ensure compliance with Policies CS2 ,CS19 & CS21 in the Knowsley Local Plan Core Strategy, adopted January 2016.

24. Notwithstanding the submitted tree reports Tree T2 is to be retained and this shall be included in any updated tree reports submitted to the Local Planning Authority.

Reason : In the interests of visual amenity and to ensure as many of the existing trees as possible are retained and to ensure compliance with CS21 in the Knowsley Local Plan Core Strategy, adopted January 2016 and DQ4 in the Knowsley Replacement Unitary Development Plan, adopted June 2006.

- d. located in order to comply with the Equality Act 2010 and the accessibility requirements set out in the Building Regulations Part M.

All EV charging points shall be clearly marked as such.

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.

29. The development shall not be brought into use until a scheme for the precise details for the provision of cycle and motorcycle parking, in accordance with the Council's current standards, has been submitted to and approved in writing by the Council as Local Planning Authority. The scheme shall be implemented as approved before any part of the development is brought into use and shall be retained as such thereafter. 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 and motorcycles on the site and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

30. The development shall not be brought into use until a scheme for provision of bollards between the turning head and the bridge on County Road spur has been submitted to and approved in writing by the Council as Local Planning Authority. The scheme shall be implemented in full accordance with the approved details prior to first occupation of the development unless otherwise agreed in writing by the Council as Local Planning Authority and shall be retained as such thereafter.

Reason: To prevent vehicular access to the footway/cycleway in the interests of highway safety and amenity.

31. Prior to the first occupation of the development, a Management and Maintenance Plan for the sustainable drainage system relating to the lifetime of the development through an appropriate legally binding agreement shall be submitted to and approved in writing by the Local Planning Authority.

This shall include:

- The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a resident's 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 in accordance with the timeframes contained within it.

Reason: To ensure effectiveness of the flood risk measures during the lifetime of the development
policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

32. Prior to the commencement of development (aside from the erection of hoardings and the installation of the construction compound) hereby permitted a scheme for the phasing of the development of the site shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved phasing scheme.

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 (Mark Quinn on 0151 443 2381)

ARTICLE 35 STATEMENT

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.

Informatives

- 1) In relation to condition 3 full details of the environmental requirements are contained within the consultation response from MEAS which is attached
- 2) Breeding birds are protected under the general provision of Section 1 of the Wildlife and Countryside Act 1981 as amended. Whilst the nest is being built or is in use, the eggs, young and nest are protected against intentional and reckless taking, damage and destruction. No tree, scrub or hedgerow felling, management and/or cutting operations should take place during the period 1 March to 31 August inclusive to protect breeding birds.
- 3) There are invasive species present on the site which should be safely removed from the site in accordance with the provisions of the Wildlife and Countryside Act 1981
- 4) It is an offence to carry out any works within the public highway without the permission of the Highway Authority. This grant of planning permission does not negate the need for the

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.

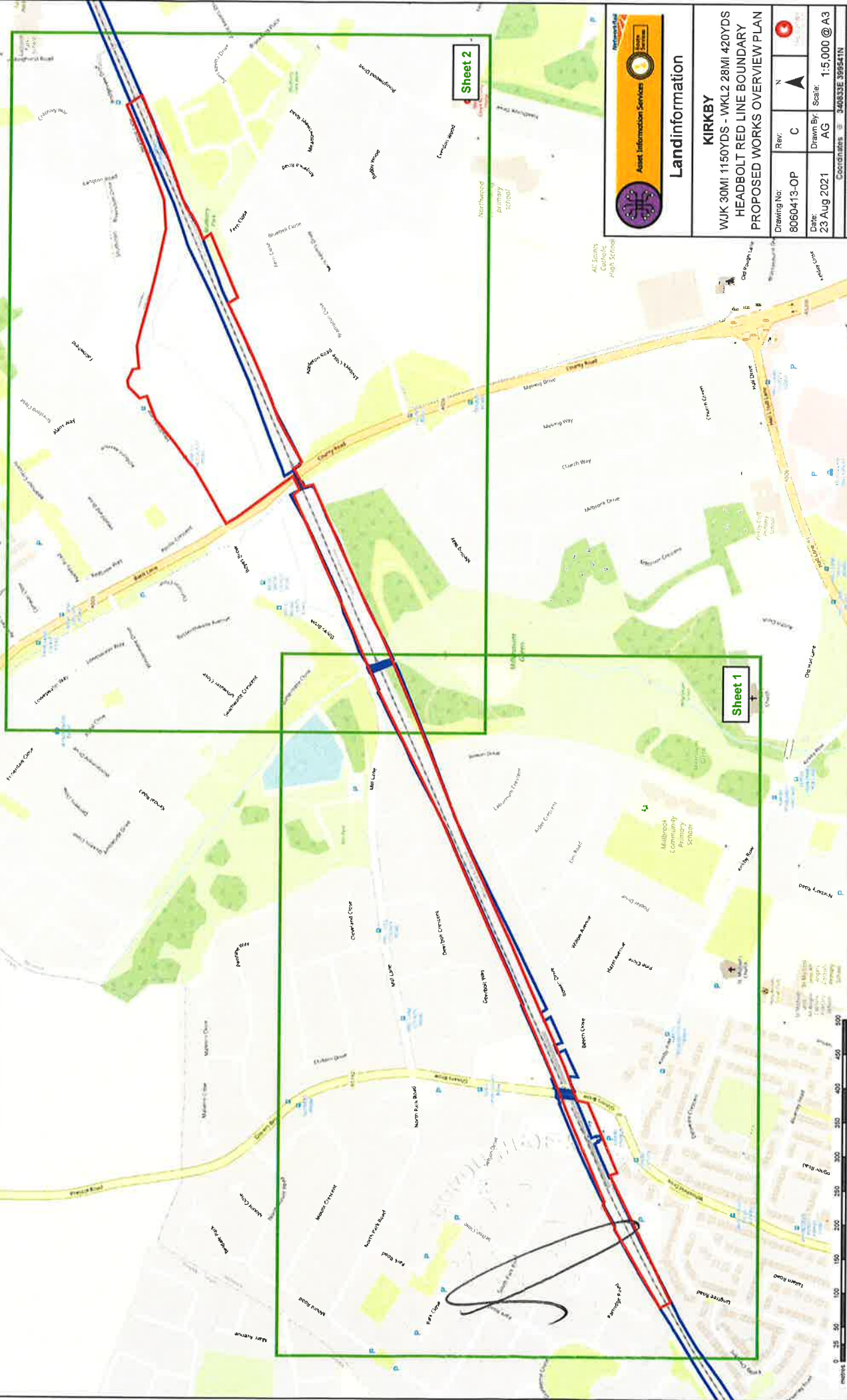
Appeals to the Secretary of State

- 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.

**APPENDIX ONE
PLAN 1 AND PLAN 2**

- Red Line Area ~ 105,321m²
- NR Ownership
- Sheet Outline/Cutline

APPENDIX 1 PLAN 1



Asset Information Services

Landinformation

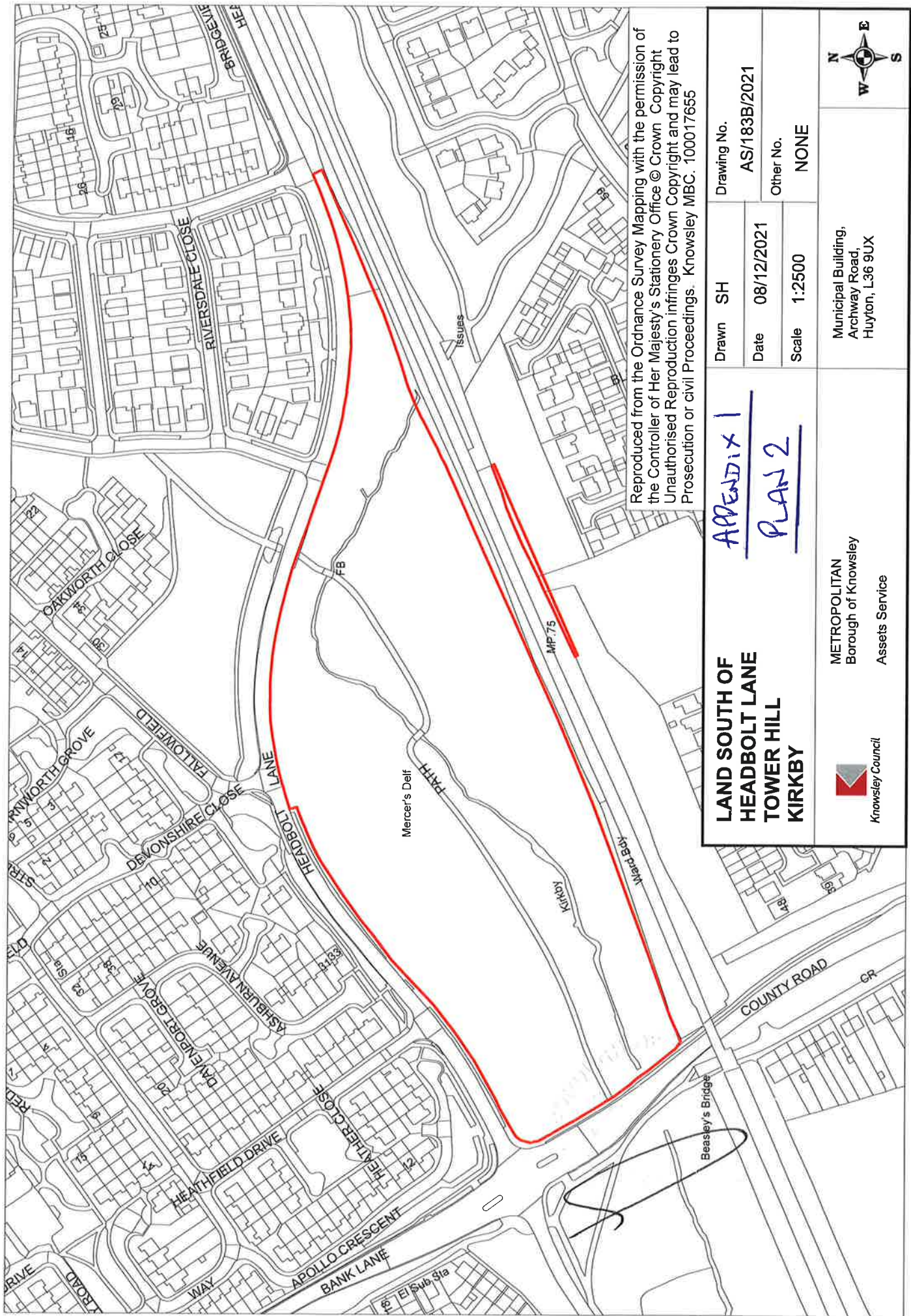
KIRKBY

WUK 30MI 1150YDS - WK2 28MI 420YDS
HEADBOLT RED LINE BOUNDARY
PROPOSED WORKS OVERVIEW PLAN

Drawing No:	8060413-OP	Rev:	C
Date:	23 Aug 2021	Drawn By:	AG
Scale:	1:5,000 @ A3	Coordinates:	340833E 399541N

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LAND SOUTH OF HEADBOLT LANE TOWER HILL KIRKBY		Appendix 1 PLAN 2	Drawn SH	Drawing No. AS/183B/2021
			Date 08/12/2021	Other No.
			Scale 1:2500	NONE
 Knowsley Council		Municipal Building, Archway Road, Huyton, L36 9UX		
METROPOLITAN Borough of Knowsley Assets Service				

APPENDIX TWO
SOCIAL VALUE STRATEGY

Social Value Strategy

Non-Residential Development

Date: 16.06.2021

Fusion21 ref: 14881

Developer name: Network Rail

Planning ref: 21/00132/SO

Site name/address:

**Headbolt Lane Station,
Headbolt Lane, Tower Hill, Kirkby,
Knowsley, L33 1YR,**

Social Value Strategy

It is a planning condition that Network Rail submit a Social Value Strategy (SVS) for the development at Headbolt Lane, Knowsley, planning ref. 20/00061/PREAPP. On approval of this plan by Knowsley Metropolitan Borough Council (KMBC), it will form a compliance document and will be implemented by Network Rail through their main contractor/subcontractor works packages. The Social Value Strategy will be under-pinned by a site-specific Social Value Delivery Plan which Fusion21 will develop with the main contractor once appointed. Fusion21 have been engaged by Knowsley Metropolitan Borough Council (KMBC) for the delivery of this strategy and subsequent strategies for full planning applications for the duration of the development/build.

The Section 106 agreement indicates a target for social value weeks delivery which is the overall aim, it should be noted however elements this target may require flexibility by KMBC. KMBC shall approve the Social Value Strategy in accordance with the terms of the Agreement.

This Social Value Strategy has been prepared in consultation with Fusion21 and in accordance with the KMBC 'Adding Social Value to Development' supplementary planning document (SPD) adopted by Knowsley Metropolitan Borough Council in September 2018.

In accordance with item 4.11 of the Supplementary Planning Document, The Council would especially like to see a Social Value Strategy commit to as many of the following measures as is practicably achievable:

- Provision of apprenticeships (or trainees where apprenticeships are not possible) for Knowsley residents aged under 25, which can be from the construction or end use phases, or a combination of the two;
- Provision of employment opportunities in the end use phase and which have appropriate support to make them suitable for long-term unemployed Knowsley residents (i.e. those who have been out of work for at least two years);
- Provision to notify the Council or any other agency nominated by the Council, of job vacancies arising from both the construction and end use occupation; and
- Provision for delivery of bespoke pre-employment and skills training for Knowsley residents that will provide them with the skills to access the jobs that are being created.

Activity Profile:

Typical examples of the activities that developers, contractors and their supply chain are expected to undertake in support of the above measures include the following:

- Targeted recruitment and training requirements, ensuring that apprenticeship and other work opportunities for Knowsley residents help to alleviate unemployment;
- Targeted vacancy filling, maximising the use of employment support partners;
- Work placements for Knowsley residents designed to support education and learning;
- Participation in education initiatives, supporting the transition between school and work;
- Supporting the local supply chain, helping to develop a wider business base;
- Provision of opportunities for social enterprises, which have explicit social, economic or environmental aims

Although this document records the formal strategy, the above list is not exhaustive and Fusion21 will apply a flexible approach to compliance and achieving the targets with the works package contractors in accordance with the applicable SPD.

A wide range of other local employment and training measures may also be secured through this Social Value Strategy, and further examples are provided in Appendix 1 of the SPD.

Our Strategy:

Fusion21 will use its Social Value forecasting model to determine the total number of social value weeks that will be required based on the type of project, the construction cost and its duration.

For the Headbolt Lane development, the social value forecast has been completed and there will be a requirement to deliver 257 social value weeks.

In order to meet the requirements of the strategy it has been agreed that:

- In consultation with Fusion21 the main Contractor will develop a social value delivery plan detailing job/apprenticeship opportunities and other social value activities to be carried out. This will be shared with local services via Fusion21 and Fusion21 will take a lead on linking local services in with the social value offer on this development
- The contractor and their subcontractors will ensure that all vacancies are referred to Fusion21 in the first instance with the aim of recruiting Knowsley residents with support from Fusion21; however, if vacancies cannot be filled via this route they may recruit elsewhere;
- The contractor will advise Fusion21 of their preferred local labour agency (if applicable);
- The contractor/subcontractors will support short term voluntary work placements for unemployed adults and NEET's either directly or through the supply chain where safe and practicable. Candidates will not be under 16 years of age (unless KMBC are satisfied that adequate safeguarding procedures are in place) and will have completed appropriate Health and Safety training;
- The developer/contractor will support Fusion21 in its efforts to engage young people in all aspects of construction and civils related activity;
- The contractor will ensure that Fusion21 are provided with all necessary information to be able to monitor outcomes;

Appendix 1

Explanation Forecasted Weeks

Whilst we are unable to directly influence the type or numbers of jobs created by this development, we will forecast a baseline number of weeks for the provision of social value activities as referenced in the 'Adding Social Value to Development' SPD. The method of calculating the target number of Social Value weeks is driven by an industry approved model for predicting labour requirements according to planning class uses, which then applies regionally specific information sourced from published data by amongst others CITB Construction Skills Network Data.

This approach ensures that social value weeks targets are relevant to specific developments and allows flexibility for outcomes to be delivered which reflect the business needs of Applicants/Developers/Contractors and their supply chain so opportunities created are therefore genuine and sustainable.

This process enables a realistic expectation of outcomes. On a Development of this nature the method of construction is such that traditional trades apprenticeships may not be available within the construction programme, however we would expect to see local employment opportunities and other social value activities being delivered.

We strongly support work placement opportunities and engagement of schools/educational involvement in the development as a whole throughout the RIBA stages, to provide a range of opportunities for students linked more to the overall process of how development and construction works. We believe this will provide a better insight into the industry giving a wider range of careers knowledge which includes technical and professional roles, and encouraging young people to enter into careers in the built environment.

Our preferred method of delivering social value weeks is to have a range of delivery options that we can match opportunities to based on our construction programme, we believe from experience we can deliver meaningful outcomes.

Appendix 2

Monitoring and Reporting

A key element of the delivery of this social value strategy is successful monitoring and reporting of outcomes. To enable this, Fusion21 has employed a dedicated Social Value Coordinator to undertake this piece of work. This will be undertaken in conjunction with the contractor's Site Manager and works package contractors (supply chain).

We will monitor and report on:

- Direct achievements against the baseline target weeks of 257
- Jobs created;
- Apprenticeships created;
- Jobs protected;
- Wider social value support to the local community;
- Local economy and enterprise

We will provide monitoring on a agreed basis detailing individuals, postcodes, start date, completion date, status (employed, trainee, placement) educational activities. A final report will be submitted collating monthly reports.

A method has been implemented that will enable access to site information to record the start date, and duration of all individuals involved in activities that can be counted towards the outcomes, this will also include those individuals within the Planning Authorities agreed area who we would class as maintaining employment as a result of the intervention by Planning requirements.

THE COMMON SEAL OF THE COUNCIL
was affixed in the presence of:



)
)



Authorised Signatory:

NAME: MIKE DEARNE
POSITION: HEAD OF HR SERVICES
SEM NO: 30634
AUTHORITY: MIN NO 25(a) Learning Committee
9 December 2021

THE COMMON SEAL OF MERSEYTRAVEL
was hereunto affixed in the presence of

J C Watling

J C Watling (Dec 17, 2021 15:50 GMT)

Authorised Signatory



No. 1393

EXECUTED as a Deed by
affixing the common seal of
NETWORK RAIL INFRASTRUCTURE LIMITED
in the presence of