

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

Planning Act 1990

relating to application for the erection of 3 no. commercial units (use class B2 or B8)
and ancillary development

on land bounded by East Lancashire Road, Ormskirk Road and Knowsley Lane, Knowsley, L34 9EY

Planning Application 22/00348/FUL

Dated 24 April 2023

- (1) Knowsley Metropolitan Borough Council
- (2) Hyperion Ventures Limited
- (3) Caddick (Knowsley) Limited

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DATE

24 April

2023

PARTIES

- (1) **Knowsley Metropolitan Borough Council** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **Hyperion Ventures Limited** (co. reg. no. 11987685 whose registered office is at the Estate Office Knowsley Prescott L34 4EG ("**Owner**")
- (3) **Caddick (Knowsley) Limited** (co reg. no.05918311) whose registered office is at Castlegarth Grange, Scott Lane, Wetherby, West Yorkshire, LS22 6LH ("**Developer**")]

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 subject to the entries disclosed on the charges Register to the title detailed in the first Schedule but otherwise free from encumbrances.
- 3 The Developer has an option to buy the Site under a contract for sale between the Owner and the Developer
- 4 The Developer 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 At its meeting of 12 January 2023 the Planning Committee of the Council resolved to grant planning permission subject to the prior completion of this Deed.
- 6 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 Regulations 2010 (as amended).

NOW THIS DEED WITNESSES as follows:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed unless the context otherwise requires the following expressions shall have the following meanings:

- 1.1 "**Act**" means the Town and Country Planning Act 1990
- 1.2 "**Application**" means the application for outline planning permission submitted to the Council for the Development and allocated reference number 22/00348/FUL

- 1.3 **Commencement of Development**” means 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
- 1.4 **“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
- 1.5 **“Development”** means the erection of 3 no. commercial units (use class B2 or B8) including mezzanine floor, ancillary office and welfare floorspace together with service yard, loading bays, car and cycle parking, electric vehicle charging points, drainage infrastructure and landscaping together with improvements to public rights of way linking Ormskirk Road and Knowsley Lane including the diversion of the public right of way and other pedestrian accessibility works
- 1.6 **“Index”** means All Items Index of Retail Prices issued by the Office for National Statistics
- 1.7 **“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
- 1.8 **“Index Linked”** means the contribution is to be adjusted by reference to the amount of any increase in the 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
- 1.9 **“Interest”** means interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time
- 1.10 **“Plan”** means the plan attached at Annex 2 of this Deed
- 1.11 **“Planning Permission”** means the planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application a draft of which is at Annex 1 to this Deed
- 1.12 **“Site”** means the property (including land and any buildings) against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule

2 INTERPRETATION

- 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 against each individually 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 through or under that party any title interest or estate in any part of the Site and in the case of the Council the successors to its relevant 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 and 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 Owner 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 Owner.

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission save for the provisions of Clauses 7, 8, 10, 14, 15 and 16 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS AND WARRANTY

- 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

The Council covenants with the Owner to observe the restrictions and perform the obligations as set out in the Third Schedule.

7 MISCELLANEOUS

- 7.1 The Developer 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 £260 in respect of the Council's administrative costs for registering the obligations contained in 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 and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services, or in the event of any restructuring of posts by the Council such successor as the Council may from time to time determine, and 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.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith secure 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 If the Planning Permission is quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before the Development has commenced then:
a) this Deed shall (except for paragraph b) below) cease to have effect; and
b) the Council shall forthwith cancel all entries made in the Register of Local Land Charges in respect of this Deed and return to the Owner any payments made under the terms of this Agreement.
- 7.8 No person shall be liable for any breach of any planning obligations or other provisions of this deed after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that 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 grants planning permission or other consent or shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights powers duties and obligations under any statute byelaw or regulation may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 7.11 The planning obligations in this Deed shall not be enforceable against:

- 7.11.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker is occupying the relevant part of the Site face purposes as a statutory undertaker; nor
- 7.11.2 anyone whose only interest in the Site or any part of it is the nature of the benefit of an easement or covenant, or as the owner of the subsoil of any highway within the Site.
- 7.12 Nothing contained or implied in this Deed shall prejudice 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.
- 7.13 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. Provided however that
 - 7.13.1 any notices to be served upon the Owner shall be sent to The Estate Office, Knowsley, Prescot, Merseyside L34 4AG
 - 7.13.2 any notices to be served upon the Developer shall be sent to Castlegarth Grange, Scott Lane, Wetherby, West Yorkshire LS22 6LH and
 - 7.13.3 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning
- 7.13 If the Council agrees pursuant to 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 all 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 DELETED

9. 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 Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give 14 days' 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.

11 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

12 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.

13 VAT

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

14 DISPUTES

If any dispute arises out of this deed the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction then equally)

15 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

16 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 Owner's Title, and description of the Site

Details of the Owner's Title

The land within title number MS520818 registered at HM Land Registry.

Description of the Site

All that land bounded by East Lancashire Road, Ormskirk Road and Knowsley Lane, Knowsley, L34 9EY shown edged red on the Plan at Annex 2.

SECOND SCHEDULE

Owner's Covenants to the Council

PART 1 - SOCIAL VALUE CONTRIBUTIONS

Interpretation

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

- 1.1 **"Social Value Strategy"** means a strategy for providing training programmes and delivering social value during construction and end use phases of the Development as required and described in the SPD and which has been submitted by the Owner in support of the Application approved by the Council as part of the Planning Permission and annexed to this Deed
- 1.2 **"Social Value Contribution"** means the sum of £10,451 (ten thousand four hundred and fifty-one pounds) to be used by the by the Council's approved partner organisation to support the provision of social value activity relevant to the Development in accordance with the approved Social Value Strategy. Social Value activity may include but shall not be limited to the provision of apprenticeships, local employment and trainee placements.
- 1.3 **"Social Value Monitoring Fee"** shall mean the sum of £6,968 (six thousand nine hundred and sixty-eight pounds) to be used towards the costs of monitoring and reporting on implementation of the Social Value Strategy by the Council's approved partner organisation.
- 1.4 **"SPD"** means the Council's adopted SPD "Adding Social Value to Development: Employment and Skills" September 2018

The Owner covenants with the Council as follows:

- 1.1 Prior to the Commencement of Development the Owner shall pay the Social Value Contribution to the Council and shall not Commence Development until the Social Value Contribution has been paid.
- 1.2 Prior to the Commencement of Development the Owner shall pay the Social Value Monitoring Fee to the Council and shall not Commence Development until the Social Value Monitoring Fee has been paid.

PART 2 - TRAFFIC REGULATION ORDER CONTRIBUTION

Interpretation

In this Part 2 the following words and phrases shall have the meanings:

"Traffic Regulation Order" means a Traffic Regulation Order to be made by the Council pursuant to the Road Traffic Regulation Act 1984 to secure

- a. on-street waiting restrictions in the form of double yellow lines along Ormskirk Road and Knowsley Lane, between the A580 and the Kitling Road / Knowsley Lane / Ormskirk Road Roundabout; and

b. the reduction of speed limit along Ormskirk Road to 40 mph both in accordance with the drawing at Annex 4.

“Traffic Regulation Order Contribution” means the sum of £6,500 (six thousand five hundred pounds) towards be used by the Council towards the costs of seeking and implementing the Traffic Regulation Order.

The Owner covenants with the Council as follows:

1. Prior to the Commencement of Development the Owner shall pay the Traffic Regulation Order Contribution to the Council and shall not Commence Development until the Traffic Regulation Order Contribution has been paid.

PART 3 - WOODLAND ENHANCEMENT

Interpretation

In this Part 3 the following words and phrases shall have the meanings:

“Woodland Enhancement Contribution” means the sum of £21,668.20 (twenty-one thousand six hundred and sixty-eight pounds and 20p) towards the costs to the Council of enhancing existing woodlands in the vicinity of the Site.

The Owner covenants with the Council as follows:

1. Prior to the Commencement of Development the Owner shall pay the Woodland Enhancement Contribution to the Council and shall not Commence Development until the Woodland Enhancement Contribution has been paid.

PART 4 - MONITORING FEE

Interpretation

In this Part 4 the following words and phrases shall have the meanings:

“Monitoring Fee” means the sum of £1,560 (one thousand five hundred and sixty pounds) towards the 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.

THIRD SCHEDULE

Council's Covenants to the Owner

The Council hereby covenants with the Owner:

- 1 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 per other purposes for the benefit of the Development as the Owner and Council shall agree
- 2 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 15 (fifteen) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclay's Bank PLC base rate from time to time for the period from the date of payment to the date of refund
- 3 that it will 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
- 4 that it shall, within two [2] months after receipt of the Traffic Regulation Order Contribution use its powers to obtain and implement the Traffic Regulation Order. The Council shall disregard this agreement when considering any objections to the Traffic Regulation Order. If any objections are made, the Council shall have no duty or obligation to the Owner by reason of this agreement or otherwise to make the Traffic Regulation Order other than the duty it would have to all persons interested in the Traffic Regulation Order in its capacity as local highway authority. The Council shall use reasonable endeavours to resolve such objections as soon as reasonably possible.

ANNEX 1 The Draft Planning Permission



Knowsley Council

REGENERATION AND ECONOMIC DEVELOPMENT

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: 22/00348/FUL

Name and address of applicant

Caddick Developments Ltd
C/O Agent

Name and address of agent

NJL Consulting
Origin, 6th Floor
70 Spring Gardens
Manchester
M2 2BQ

Date of Receipt: 9 June 2022

Date Valid: 7 July 2022

Address/Location Of Development:

**Land Bounded By East Lancashire Road, Ormskirk Road And Knowsley Lane,
Knowsley, L34 9EY**

Description of Development:

ERECTION OF 3 NO. COMMERCIAL UNITS (USE CLASS B2 OR B8) INCLUDING MEZZANINE FLOOR, ANCILLARY OFFICE AND WELFARE FLOORSPEACE TOGETHER WITH SERVICE YARD, LOADING BAYS, CAR AND CYCLE PARKING, ELECTRIC VEHICLE CHARGING POINTS, DRAINAGE INFRASTRUCTURE AND LANDSCAPING TOGETHER WITH IMPROVEMENTS TO PUBLIC RIGHTS OF WAY LINKING ORMSKIRK ROAD AND KNOWSLEY LANE INCLUDING THE DIVERSION OF THE PUBLIC RIGHT OF WAY AND OTHER PEDESTRIAN ACCESSIBILITY 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. The development hereby permitted shall be constructed entirely of materials details of which are shown on Drawing No. 19011-FRA-V1-XX-DR-A-20-0004 Rev P7 Unit 1 'Proposed GA Elevations', Drawing No. 19011-FRA-V2-XX-DR-A-20-0004 Rev P5 Unit 2 'Proposed GA Elevations' and Drawing No. 19011-FRA-V3-XX-DR-A-20-0004 Rev P5 Unit 3 'Proposed GA Elevations'

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 the National Planning Policy Framework.

4. No part of the development shall be brought into use until visibility splays of 4.5 metres by 160 metres, have been provided at the proposed (site access) junction with Ormskirk Road. The splays shall be provided clear of obstructions to visibility above the height of 0.6 metres measured from the footway/verge level. Once created, the visibility splays shall be maintained clear of any obstruction and shall be retained at all times.

Reason: To ensure adequate visibility at the junction or site access is made and maintained, and to comply with Policy CS19 of the Core Strategy, adopted January 2016.

5. Any B2 use of the building(s) hereby approved shall not be commence until the areas indicated on the submitted plans (in relation to that building) to be set aside for servicing and vehicle parking have been surfaced, drained and permanently marked out in accordance with the following specifications: Drawing No. 19011-FRA-AV-XX-DR-A-90-1001 Rev 12 'Proposed Site Plan' (with the additional flexible parking spaces within the service yard). The parking and servicing areas shall be retained as such thereafter.

Reason: To ensure that adequate provision is made on the site for the traffic generated by the development, including allowance for safe circulation.

6. Any B8 use of the building(s) hereby approved shall not commence until the areas indicated on the submitted plans (in relation to that building) to be set aside for servicing and vehicle parking have been surfaced, drained and permanently marked out in accordance with the following specifications: Drawing No. 19011-FRA-AV-XX-DR-A-90-1001 Rev 12 'Proposed Site Plan' (without the additional flexible parking spaces within the service yard). The parking and servicing areas shall be retained as such thereafter.

Reason: To ensure that adequate provision is made on the site for the traffic generated by the development, including allowance for safe circulation.

7. Prior to commencement of development a Construction Management Plan shall be submitted to and agreed in writing by the Local Planning Authority that details the

means of mitigation of construction effects. This shall include but not be limited to the following:

- a) Location and 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].
- b) 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.
- c) 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.
- d) Construction staff parking arrangements
- e) Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
- f) Methods for dust control and suppression.
- g) A programme of works including phasing, if applicable.
- h) Adequate provision for addressing any abnormal wear and tear to the highway, if applicable.
- i) Vibration monitoring shall be completed once the development is in full operation, at the request of the local planning authority, should complaints be received from the nearby residents regarding vibration.
- j) No construction work shall take place outside the hours of 08:00-18:00 hours Monday to Friday, 08:00-13:00 hours Saturday and not at all on Sundays/Public Holidays without the prior written permission of the Local Planning Authority.
- k) Details of the protection of surface and groundwater resources
- l) Best practice on the use and storage of fuels, oils, chemical, to remove the risk of causing pollution during construction;

All site works shall then be carried out in accordance with the approved 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 the local environment and to comply with saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and Policy CS2 of the Core Strategy, adopted January 2016.

8. Prior to first occupation of any building hereby permitted, the existing bus stop infrastructure to the eastern footway of Ormskirk Road shall be relocated in accordance with precise scheme details that have first been submitted to, and approved in writing by, the Council as Local Planning Authority.

Reason: To establish measures to encourage more sustainable non-car modes of transport and ensure that the development is sustainable.

9. Within 3 months of any building being brought into use a Full Travel Plan for that building will be submitted by the occupier, to be approved in writing by the Council as Local Planning Authority. The Plan shall include immediate, continuing and long-term measures to promote and encourage alternative modes of transport to the single-occupancy car. For the avoidance of doubt, the Travel Plan shall include, but not be limited to:

- Involvement of employees.

- Information on existing transport policies, services and facilities, travel behaviours and attitudes.
- Access for all modes of transport.
- Targets for mode share.
- Resource allocation including Travel Plan Co-ordinator and budget.
- A parking and management strategy.
- A marketing and communications strategy.
- Appropriate measures and actions to reduce car dependence and encourage sustainable travel.
- An action plan, including a timetable for the implementation of each of the above.
- Mechanisms for monitoring, reviewing and implementing the Travel Plan.

The approved Travel Plan shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as the building it relates to is occupied and in use.

An annual report shall be submitted to the Council no later than 1 month following the anniversary of the first occupation of each building for a period of 5 years. The report shall include a review of the Travel Plan measures, monitoring data and updated action plan.

Reason: To maximise opportunities for travel by modes of transport other than the private car, and to ensure that the development is sustainable, having regard to Policy T9 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

10. Prior to the first occupation of any building hereby permitted, a scheme illustrating the full detail of the electric vehicle charge points as detailed on the Proposed Site Plan 19011-FRA-AV-XX-DR-A-90-1001 P12 shall be submitted to and approved in writing by the Council as Local Planning Authority. The approved scheme shall be implemented in full and retained for use thereafter.

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.

11. Prior to the first occupation of each building hereby permitted, a scheme, detailing the specific noise mitigation measures associated with that building and service yard shall be submitted to the local planning authority for approval in writing.

The scheme shall follow the recommendations of the Apex Acoustics, Noise Impact Assessment, 7th September 2022, Revision C.

For the avoidance of doubt this scheme must include, but not necessarily be limited, to the following:

- Reversing alarm beepers will not be used during the night-time.
- The design of the acoustic barriers to control road traffic and commercial sound.
- The erection of the acoustic fences illustrated on Drawing No. 19011-FRA-AV-XX-DR-A-90-1001 Rev 12 'Proposed Site Plan'

The following noise levels shall be met after implementation of the scheme:

Fixed plant and machinery 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.

- For other operations on site the rating level of noise shall not exceed the existing background level at the positions described above. Measurement and assessment shall be made according to British Standard BS 4142:2014.

All works which form part of the scheme shall be implemented in full in accordance with the scheme as agreed prior to the occupation of the building the measures relate to and the use of its associated service yard to the satisfaction of the Council as Local Planning Authority. Documentary evidence of the works shall be submitted to and approved in writing by the Local Planning Authority prior to first use of each building. Any deviations from the recommendations in the report must be agreed in writing with the local planning authority before the changes are made.

Rason: 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.

12. 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.

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.

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.

Materials Management Plan

Prior to the reuse of site won materials ('waste' and non-waste) a Materials Management Plan, 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 does not result in increased risk to the environment or human health and the development shall be implemented in accordance with the agreed details

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 results will be assessed (as determined by the risk assessment) and source material information. Should any material be imported the agreed 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 safety, to prevent pollution of the local environment and to comply with Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

13. Within six months of the commencement of development, details of bird boxes to include number, type and location on an appropriately scaled plan as well as timing of installation must be submitted to and approved in writing by the Council as Local Planning Authority. The approved scheme must be implemented in accordance with the timetable as submitted prior to the first occupation of any building.

Reason: In the interests of biodiversity conservation and to comply with Policy CS8 of the Knowsley Local Plan Core Strategy, adopted January 2016.

14. The mitigation measures as contained within section 7 of the Habitat Regulation Assessment Report (March 2022) shall be implemented in full and prior to the commencement of development. For the avoidance of doubt, the mitigation measures include:
 - Works likely to be of highest disturbance to wintering bird assemblages present using adjacent land are likely to be carried out and completed before the peak winter period starts. This is evidenced in a draft construction schedule;
 - The south eastern boundary of the site will partially be lined with fencing, ranging from 1.8m to 2.5m in height. This must be in place prior to commencement of works. Retained hedgerows and scrub will be enhanced with additional planting to provide more robust boundaries.
15. Prior to commencement of development, a site waste management plan or similar mechanism detailing the minimisation of waste production must be submitted to and approved in writing by the Local Planning Authority. The plan should also include and details of measures to achieve efficient use of resources, including designing out waste and minimisation of off-site disposal. The approved audit shall be implemented in full.

Reason: These details are required to be approved before the commencement of development to reduce and manage waste generated from the development in accordance with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy adopted January 2016; Policy WM9 of the Merseyside and Halton Joint Waste Local Plan 2013.

16. The low carbon and renewable energy measures for each building including:

- solar panels are to be incorporated into each unit, covering 10% of the usable roof space (which can be expanded by the owner/tenant of the unit)
- air source heat pumps
are to be implemented as outlined within Design and Access Statement (19011_02_07_01 REV P6 01.06.22, May 2022, Fletcher Rae) and Sustainability Statement (Element Sustainability, May 2022, 2022.055) prior to the first occupation of the building they relate to .

Reason: To provide renewable energy sources and to ensure compliance with Policy CS22 of the Knowsley Local Plan Core Strategy adopted January 2016.

17. Prior to the commencement of development, a Construction Environmental Management Plan (CEMP) document to manage and mitigate the main environmental effects during the construction phases of the proposed development must be submitted to and approved in writing by the Council as Local Planning Authority. The CEMP should address and propose measures to minimise the main construction effects of the development and, amongst other things, should include details of ecological mitigation, construction and demolition waste management, pollution prevention and soil resource management. The CEMP must include the agreed method statements to mitigate or avoid adverse environmental impacts and provide detail of the following:
- o Breeding birds- no tree or scrub removal between 1 March and 31 August inclusive, unless a survey for breeding birds has been undertaken and the results, together with a scheme of mitigation and protection measures has been submitted to and approved in writing by the Council as Local Planning Authority. Should grassland clearance, tree or hedgerow felling take place between the dates stated above, the agreed mitigation and protection measures shall be implemented in full and retained through the duration of the relevant works.
 - o A sensitive lighting strategy for retained habitats, avoiding unnecessary light spill during construction works;
 - o Reasonable Avoidance Measures for protection of hedgehog (Protected Species (NERC, 2006)); and
 - o Reasonable Avoidance Measures for protection of common amphibian species, including common toad (Protected Species (NERC, 2006)).
 - o Works likely to be of highest disturbance to wintering bird assemblages present using adjacent land are likely to be carried out and completed before the peak winter period starts. This can be evidenced in a draft construction schedule;
 - o Details of the temporary fencing to the south eastern boundary of the site to be submitted. The fence should be 1.8-2.5m high temporary fence and installed prior to the commencement of works.
- The approved CEMP should be compiled in a coherent and integrated document and should be accessible to site managers, all contractors and sub-contractors working on site as a single point of reference for site environmental management systems and procedures. The approved measures must be implemented prior to the construction of the development and retained throughout the course of the construction period.

Reason: To safeguard local wildlife and to comply with Policy CS8 of the Knowsley Local Plan Core Strategy adopted January 2016.

18. No development shall take place until a scheme of temporary measures to provide physical protection to all trees, hedges and shrubs shown to be retained on the submitted plans, has been submitted to and agreed in writing by the Council as Local Planning Authority. The agreed scheme shall be implemented prior to the

commencement of development and shall be retained for the duration of the construction phase.

The submitted details must show the provision of total exclusion zones to not less than the minimum standard contained in British Standard BS5837 (2005). The areas so defined shall be kept free of machinery, stored materials of all kinds and any form of ground disturbance not specifically catered for in the agreed measures, for the duration of the construction phase. The LPA shall be given five working days notice before the commencement of works to enable an inspection of the tree protection measures to be undertaken.

Reason: In the interests of local amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and Saved policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

19. Prior to the commencement of development, further details regarding the drainage design proposal shall be submitted to and approved in writing by the Council as Local Planning Authority. The following information is specifically required:
- (i) Demonstrate that adequate water quality of the off-site surface water flows (draining into a sewer, watercourse and ground) in accordance with the Simplified Index Approach as set out within Section 26 of the SUDS Manual (C753) can be achieved. In this case that an industrial yard is proposed, water quality risk to surface water bodies and groundwater should be assessed (screening risk or detailed risk assessment) and mitigation measures to be adopted to ensure that risk to both surface water bodies, and groundwater are effectively managed (see Table 26.1 of the SUDS Manual).
 - (ii) An evaluation of impact of potential failure of the drainage system should be provided. The risk assessment should include for blockage of pipes, blockage of outlet structures and risk of impediments across planned flood routing paths. The drainage design should be supported by a designer's risk assessment that identifies key points of failure of the system and what means have been considered to limit risk of failure. This will also inform the maintenance plan with regards to corrective actions needed should a failure occur.
 - (iii) Plan showing overland exceedance routes in the event of a failure of the drainage system or storm event in excess of the 1 in 100 + 40% CC storm event. Flow routes need to be considered when all on site drainage systems have been overwhelmed by an event of greater intensity than the design scenario. The impact of exceedance flows from and on adjacent land should also be considered. The duration of flooding, maximum depth and the route of flood flows shall be established and managed so as to mitigate the flood impact to people and property. For the assessment of an exceedance event impact, it would be expected to consider the 1 in 200 rainfall event plus climate change.

In addition, as the discharge destination is an ordinary watercourse, an Ordinary Watercourse Consent will also be required.

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

Prior to the 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.

20. Prior to the occupation of the development, a sustainable drainage management and maintenance plan for the lifetime of the development shall be submitted to the Council as Local Planning Authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:
- Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by the occupiers management company; and
 - 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.
 - Details for planned maintenance and a mechanism for remedial and urgent repair works
 - Means of access for inspection and maintenance purposes
- 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.

21. Except for site clearance and remediation no development shall commence until a scheme for the design and construction of highway improvement works, including timetable for implementation, has been submitted to and approved in writing by the Council as Local Planning Authority. For avoidance of doubt, the works shall include:
- Widening of the carriageway of Ormskirk Road to facilitate new deceleration lane, junction radii and footway provision to the principles of Drawing No. P20066-001L 'Proposed Access Strategy.'
 - Resurfacing of footway of Ormskirk Road contiguous with the development site frontage to provide a continuous palette of material
 - Replacement/upgrade of street lighting necessary as part of the detailed design.
 - Drainage works necessary to facilitate the highway works.
- The approved scheme shall include Road Safety Audit and subsequently be implemented prior to first occupation of the development hereby approved.

Reason: To ensure that the sufficient measures are taken such that the highway network can accommodate the development and that the traffic generated does not exacerbate unsatisfactory highway or transportation conditions.

22. The landscaping scheme shown in drawing numbers
UG45_LAN_GA_DRW_06 Rev P08
UG45_LAN_GA_DRW_07 Rev P08
UG45_LAN_GA_DRW_08 Rev P08
UG45_LAN_GA_DRW_09 Rev P08
shall be implemented in full prior to occupation of the final unit of the scheme hereby approved.

Should the development be brought forward in phases the landscaping proposals relevant to each individual unit will be agreed in writing with the Local Planning Authority.

Any planting which within a period of 5 years of implementation dies, is removed, or becomes seriously damaged or diseased shall be replaced during the next planting season with others of a similar size or species, unless the Council as Local Planning Authority gives written consent to a variation.

Should replacement planting be necessary, the Council shall be notified in writing at least 7 days prior to the planting taking place. Notification shall include details of the problem with the implemented scheme and the specification and timing of the replacement planting.

The Biodiversity Enhancement Management Plan management plan states that habitats will be maintained by a management company for a minimum period of 30 years, with full condition assessments each five years to inform ongoing maintenance.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to comply with, Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016.

23. No development shall commence (including any earthworks) until details of the means of ensuring the water main that is laid within the site boundary are protected from damage as a result of the development have been submitted to and approved in writing by the Council as Local Planning Authority. The details shall include a survey of the exact location of the water main and outline potential impacts on the water main from construction activities and the impacts post completion of the development and identify mitigation measures to protect and prevent any damage to the water mains both during construction and post completion of the development. Any mitigation measures shall be implemented in full accordance with the approved details.

Reason: In the interest of public health and to ensure the protection of the public water supply.

24. The proposed lighting scheme for the completed development will be brought forward in accordance with the following:
External Lighting Strategy for Planning, Crookes Walker Consulting, Ref 2553-R001, Date:01.04.22
External Lighting Strategy Plan, Crookes Walker Consulting, Ref 2553-EX-6301

Should the development be brought forward in phases, a lighting strategy for that particular phase will be submitted to approved in writing by the Council Local Planning Authority and the approved scheme shall be implemented prior to the occupation of that phase of development.

Reason: To protect residential amenity and to comply with Policy H5 of the of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
09.06.2022	410.0542.00007	1.0	Air Quality Assessment
23.11.2022	UG45-BS5837	Rev 03	Arboricultural Impact Assessment (November 2022)
09.06.2022	UG45-BSR	Rev 03	Bat Activity Survey Report (May 2022)
23.11.2022	UG45-BEMP	Rev 04	Biodiversity Enhancement and Management Plan (September 2022)
23.11.2022	UG45-BNG	Rev 08	Biodiversity Net Gain Design Stage Assessment
09.06.2022	UG45-BBSR	Rev 02	Breeding Bird Survey Report (May 2022)
09.06.2022	MB/1853		Daylight and Sunlight Assessment
09.06.2022	2553-R001	Rev P1	External Lighting Planning Statement
09.06.2022	2553-EX-6301	Rev P2	External Lighting Strategy
09.09.2022	UG45-HRA	Rev P2	Habitat Regulations Assessment Report (September 2022)
09.06.2022	UG45-LVA	Rev P03	Landscape and Visual Appraisal (May 2022)
09.06.2022	UG45_45_LAN_LSN_DRW_10	Rev P01	Landscape Supporting Notes
15.09.2022	8199.1	Rev C	Noise Impact Assessment (September 2022)
13.10.2022	-	----	Planting Strategy and Visual Impact – Additional Information
09.06.2022	UG45-PEA	Rev 02	Preliminary Ecological Appraisal (May 2022)
09.06.2022	2022.055	Version 1.0	Sustainability Statement (May 2022)
22.06.2022	19.00-FRA-AV-XX-DR-A-90-0002	Rev P3	Topographical Survey
09.06.2022	19011-FRA-AV-XX-DR-A-90-0001	Rev P4	Site Location Plan
22.06.2022	19011-FRA-AV-XX-DR-A-90-1001	Rev P12	Proposed Site Plan
23.11.2022	UG45_LAN_SL_DRW_06	REV P08	Soft landscape plan sheet 1/4
23.11.2022	UG45_LAN_SL_DWG_07	REV P08	Soft landscape plan sheet 2/4
23.11.2022	UG45_LAN_SL_DRW_08	REV P08	Soft landscape plan sheet 3/4
23.11.2022	UG_45_LAN_SL_DRW_09	REV P08	Soft landscape plan sheet 4/4
23.11.2022	UG_45_LAN_GA_DRW_01	REV P09	General Arrangement Plan

07.09.2023	19011-FRA-AV-XX-DR-A-90-1002	Rev P5	Constraints Plan
31.08.2022	P20066-001I		Proposed Access Strategy
31.08.2022	P20066-002B		Swept Path Analysis – Site Access
31.08.2022	P20066-003B		Swept Path Analysis – Internal Layout
31.08.2022	P20066-004		Swept Path Analysis – Building 2
01.09.2022	P20066-005A		Swept Path Analysis – Building 3
22.06.2022	19011-FRA-AV-XX-XX-DR-A-20-1008	REV P2	Typical External Fencing
20.06.2022	UG_45_LAN_HL_DRW_02	REV P05	Hard Landscape Plan Sheet 1/4
20.06.2022	UG_45_LAN_HL_DRW_03	REV P05	Hard Landscape Plan Sheet 2/4
20.06.2022	UG_45_LAN_HL_DRW_04	REV P05	Hard Landscape Plan Sheet 3/4
20.06.2022	UG_45_LAN_HL_DRW_05	REV P05	Hard Landscape Plan Sheet 4/4
09.06.2022	19011-FRA-V1-XX-DR-A-20-0004	REV P7	Unit 1 Proposed GA Elevations
09.06.2022	19011-FRA-V1-ZZ-DR-A-20-0002	REV P3	Unit 1 Proposed Office GA Plans
09.06.2022	19011-FRA-V1-00-DR-A-20-0001	REV P3	Unit 1 Proposed Ground Floor GA Plan
09.06.2022	19011-FRA-V2-XX-DR-A-20-0004	REV P5	Unit 2 Proposed GA Elevations
09.06.2022	19011-FRA-V2-ZZ-DR-A-0002	REV P3	Unit 2 Proposed Office GA Plans
09.06.2022	19011-FRA-V2-00-DR-A-0001	REV P3	Unit 2 Proposed Ground Floor GA Plan
09.06.2022	19011-FRA-V2-R1-DR-A-20-0003	REV P2	Unit 2 Proposed Roof Plan
09.06.2022	19011-FRA-V3-XX-DR-A-20-0004	REV P5	Unit 3 Proposed GA Elevations
09.06.2022	19011-FRA-V3-ZZ-DR-A-0002	REV P3	Unit 3 Proposed Office GA Plans
09.06.2022	19011-FRA-V3-00-DR-A-20-0001	REV P3	Unit 3 Proposed Ground Floor GA Plan
09.06.2022	19011-FRA-V3-R1-DR-A-20-0003	REV P2	Unit 3 Proposed Roof Plan
09.06.2022	09011-FRA-AV-XX-DR-A-20-1009	REV P1	Proposed Condenser Compound
09.06.2022	19011-FRA-AV-XX-DR-A-90-	REV P2	Proposed Cycle Shelters Details

	1005		
09.06.2022	5570-JPG-SW-XX-DR-C-1301 S2	REV P04	Proposed Earthworks – Cut and Fill Analysis
09.06.2022	5570-JPG-SW-XX-DR-C-1300 S2	REV P03	Proposed Finished Floor Levels
09.06.2022	19011-FRA-AV-XX-DR-A-90-1003	REV P6	Proposed Site Sections Sheet 1
09.06.2022	19011-FRA-AV-XX-DR-A-90-1004	REV P4	Proposed Site Sections Sheet 2
09.06.2022	19011-FRA-AV-XX-DR-A-90-1007	REV P2	Proposed Substation Enclosure
09.06.2022	19011-FRA-AV-XX-DR-A-90-1006	Rev P4	Proposed Waste Compound Enclosure

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:-

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 (Jo Sheridan on 0151 443 2376)

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 FOR APPLICANT: The applicant's attention is drawn to the following comments;

- 2 Combined S38 and 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 does not negate the need for the submission and approval of highway engineering details for inclusion in an agreement under S38 and S278 of the Highways Act 1980 (for roads proposed for adoption and connection of off-site highway works onto the existing adopted highway respectively). 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 combined S38/S278 highway agreement are available on the Knowsley Council website here: <https://www.knowsley.gov.uk/residents/roads/highway-fees-and-charges>
- 3 Please see the consultation response from the Environment Agency dated 22nd November 2022.
- 4 Please see the consultation response from United Utilities dated 19th August 2022.
- 5 Please see letter from Merseyside Fire & Rescue Service.

Executive Director - Regeneration and Economic Development

Date:

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. 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.

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.
- 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.

ANNEX 2 The Plan

General Notes

All site dimensions shall be verified by the Contractor on site prior to commencing any works.
Do not scale from this drawing.

Only work to written dimensions.

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Key

Planning Boundary



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SCALE BAR



P4 Red line boundary to Trust Plot Plan added 01/08/22 JAB AT
P5 Red line boundary extended 26/03/22 JAB AT
P6 Red line boundary extended from Trust Plot Plan 25/03/22 AT JC
Rev Date Version 008 005 APP

Scale 1:1000@A1

Drawn by AT

Checked by JC

Date 22/03/2022

Client Caddick Developments

Project Knowsley Lane, Knowsley

Sheet Name: Site Location Plan

Project No: 19011-FRA-AV-XX-DR-90-0001 P4
Zone Level Title: Site Location Plan

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ANNEX 3

The Approved Social Value Strategy

Social Value Strategy

Ormskirk Road Industrial Development

Date:	4 March 2022
Fusion 21 Ref:	15082
Planning Ref:	21/00015/PREAPP
Developer name:	Caddick Land
Development overview:	Planning application for 150,000SQFT B2/B8 Space
Site name/address:	Knowsley Lane/Ormskirk Road, Knowsley

Social Value Strategy

It is a planning condition that Caddick Land submit a Social Value Strategy for the development at Ormskirk Road, Knowsley. On approval of this plan by Knowsley Borough Council (KMBC) it will form a compliance document and will be implemented by Caddick Land and the main contractor once appointed. Where appropriate, sub-contractors will be expected to contribute towards the delivery of social value targets on site. Fusion21 have been engaged by KMBC for the delivery of this overarching strategy and subsequent strategies for reserved matters applications for the duration of the development/build. As such, Fusion 21 will support Caddick Land to create a site-specific social value delivery plan detailing how the social value obligation will be achieved. Fusion21 will support delivery of the plan once the construction phase commenced and will lead on monitoring and reporting of social value activity on site.

The Section 106 agreement indicates a target for social value weeks delivery which for this development is 95 weeks. KMBC shall approve the SVS in accordance with the terms of the Agreement.

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

In accordance with item 4.11 of the SPD 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 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 construction 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 the construction phase; 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 Adding Social Value through Major Development 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 the Adding Social Value through Major Development SPD.

Our Strategy:

Fusion21 will use its 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. (Note: this has been done and is forecast to be 95 weeks)

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

- In consultation with Fusion21 the 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 the Fusion21 social value steering group (SVSG).
- 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; however, if vacancies cannot be filled via this route they may recruit elsewhere;
- 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 in accordance with the H&S policy of the supervising Contractor.
- The developer/contractor will provide Fusion 21 with the necessary information to allow Fusion21 to commission the 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. Where appropriate, the main contractor/sub-contractors will guarantee interviews for local residents who have taken part in this bespoke training package (though they may recruit other individuals if they are better suited to the role).
- The contractor will ensure that Fusion21 are provided with all necessary information to be able to monitor and report on outcomes including case studies which may be used for media releases.

End user social value:

- Caddick Land will make Fusion 21 aware once an end-user(s) have been identified for the site.
- Fusion 21 will support the end-users to complete an end-use matrix which will identify employment opportunities.
- Fusion 21 will work with local partners to recruit local people into these positions as much as possible.

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 a dedicated Social Value Project Manager 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 95

Supplementary/Additional weeks

- Jobs protected;
- Wider social value support to the local community;
- Health and wellbeing
- Local economy and enterprise

These two areas combined will show the overall baseline weeks achieved through this strategy and supplementary weeks achieved as additionality.

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.

ANNEX 4
The TRO Drawing

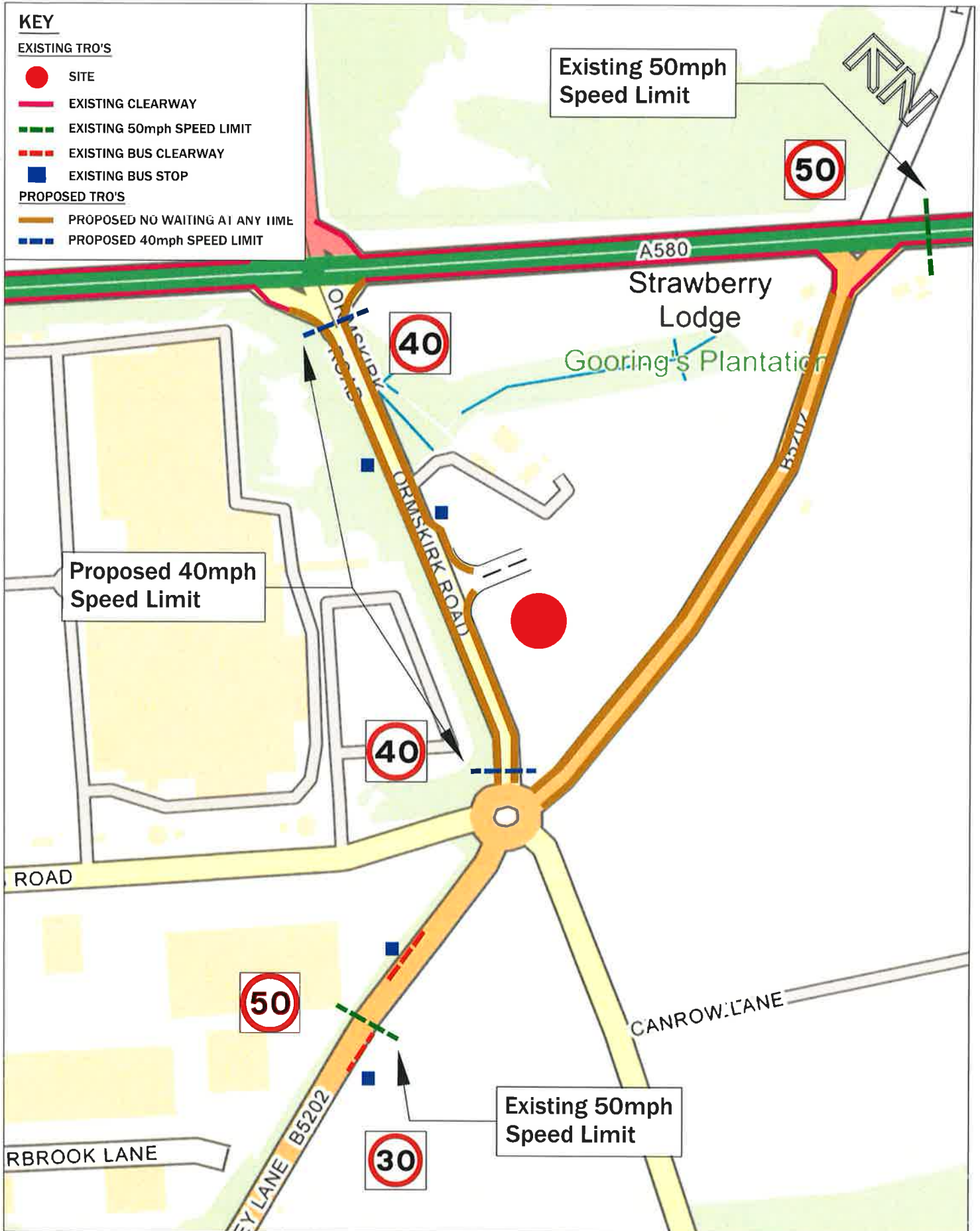
KEY

EXISTING TRO'S

- SITE
- EXISTING CLEARWAY
- - - EXISTING 50mph SPEED LIMIT
- - - EXISTING BUS CLEARWAY
- EXISTING BUS STOP

PROPOSED TRO'S

- PROPOSED NO WAITING AT ANY TIME
- - - PROPOSED 40mph SPEED LIMIT

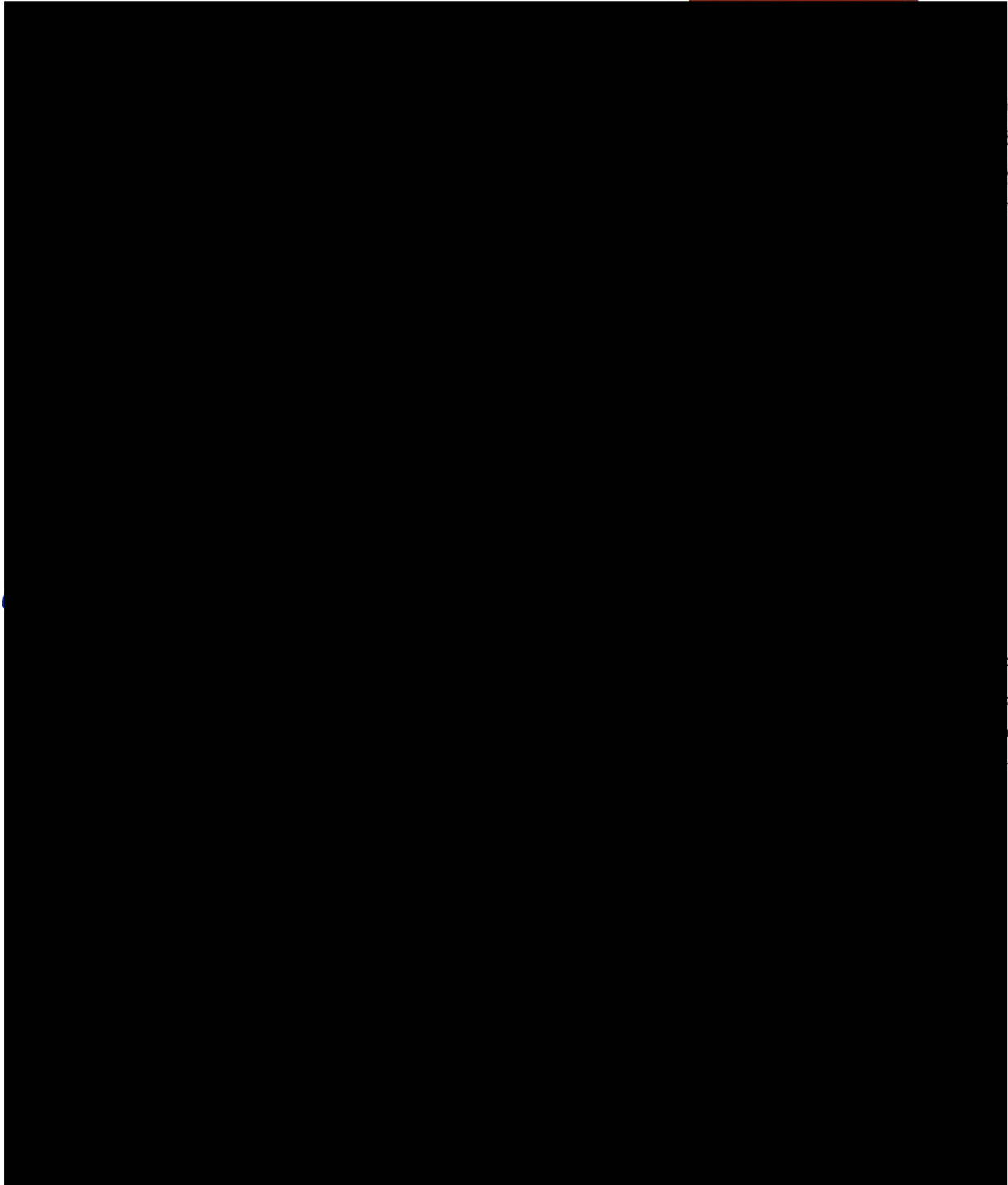


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Rev	Date	By	Revision notes
*	*	*	*
DISCLAIMER - PROPOSALS ARE PRELIMINARY ONLY, NOT FOR CONSTRUCTION PURPOSES - PROPOSALS WILL BE SUBJECT TO UTILITY AND DRAINAGE INVESTIGATIONS - PROPOSALS WILL BE SUBJECT TO EXTENT OF ADOPTED HIGHWAY - DO NOT SCALE THIS DRAWING. DIMENSIONS ARE FOR REPRESENTATIONAL AND INFORMATIONAL PURPOSES ONLY AND SUBJECT TO DETAILED DESIGN - THIS DRAWING MUST ONLY BE USED FOR THE PURPOSE FOR WHICH IT HAS BEEN SUPPLIED			

Project	KNOWSLEY LANE, KNOWSLEY
Title	EXISTING & PROPOSED TRO'S

Drawn by	CM	Issue date	02 FEB 2023
Scale(s)	NTS		
Drawing No	P20066-TRO		
Status	INFORMATION		



CC, COMMITTEE
B/003496/FUL
(ii)

WSY
House
Park