

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

Planning Act 1990

Relating to application to the erection of 4No. industrial units (Use Class B8 – Storage and Distribution) and associated works (Site access to be taken from Acornfield Road and Kirkby Bank Road)

on land at Kirkby Bank Road, Knowsley Industrial Park, Kirkby, Knowsley L33 7SY

Planning Application 23/02819/FUL

Dated

21 May

2024

(1) Knowsley Metropolitan Borough Council

(2) Acornfield Properties LTD

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EXECUTION OF DEED

DATE

21 May

2024

PARTIES

- (1) **Knowsley Metropolitan Borough Council** of Municipal Buildings Archway Road Huyton Knowsley Merseyside L36 9YU ("**Council**")
- (2) **Acornfield Properties LTD** (co. reg. no. 12886309) whose registered office is at Chichester House, 91 Moss Lane East, Manchester, M15 5GY ("**Owner**")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Developer is the leasehold owner of the site pursuant to a lease dated 22 February 2023 between Knowsley Metropolitan Borough Council and Acornfield Properties Limited.
- 3 The Owner 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.
- 4 The Council is minded granting planning permission subject to the prior completion of this Deed.
- 5 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 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 23/02819/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:
 - a) site clearance;
 - b) demolition work;
 - c) archaeological investigations
 - d) investigations for the purpose of assessing ground conditions, contamination and site surveying;
 - e) remedial work in respect of any contamination or decontamination or other adverse ground conditions;
 - f) diversion and laying of services and the provision of temporary services;

- g) erection of any temporary means of enclosure including fences and hoarding for the purposes of site security;
 - h) the temporary display of site notices or advertisements;
 - i) the temporary parking of vehicles and storage;
 - j) Site preparation;
 - k) access and/or egress to the Site;
 - l) construction of temporary access for construction purposes only;
 - m) provision of temporary accommodation reasonably required for construction purposes only; and
 - n) preliminary landscaping works including tree protection and **"Commence Development"** **"Commencement Date"** **"Commence"** **"Commenced"** **"Commencement"** and related terms 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 4No. industrial units (Use Class B8 – Storage and Distribution) and associated works (Site access to be taken from Acornfield Road and Kirkby Bank Road).
- 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 at Annex 2
- 1.10 **"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
- 1.11 **"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
- 1.12 **"Units"** means the industrial units to be erected on the Site pursuant to the Planning Permission

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 Save where the context otherwise requires, 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 and Commencement of the Development save for the provisions of Clauses 7, 9, 13, 14 and 15 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 (the **Council's Covenants**) and for the avoidance of doubt the Council's Covenants are given by the Council in its capacity as the local planning authority.

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 in the maximum sum of six hundred and fifty pounds (£650.00); and
- 7.1.2 the sum of £286 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 upon receipt of a written request from the Owner supply evidence of the same to the Owner and forthwith return to the Owner any payments made under the terms of this Deed..
- 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 owners, occupiers and tenants of any individual Units constructed as part of any development of the Site nor against those deriving title from or under such owners, occupiers or tenants nor against any mortgagee in possession of any such individual Units;
- 7.11.2 any statutory undertaker, service companies or any other entities holding an estate easement or interest in the Site or part of the Site insofar as the relevant statutory undertaker, service company or other entity is occupying the relevant part of the Site for purposes (as appropriate) as a statutory undertaker or for the provision of service media, electricity sub-stations, pumping stations, gas governor stations or similar matters; nor
- 7.11.3 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 Without prejudice to the provisions of clause 7.11 of this Deed, any mortgagee of the Owner from time to time will only be liable for any breach of the covenants, obligations and/or restrictions on the part of the Owner during such periods (if any) as it is a mortgagee in possession of the Site (or any part thereof) or takes steps to exercise a power of sale in which case it too will be bound by such covenants, obligations and/or restrictions as if it were a person deriving title from the Owner.
- 7.13 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.
- 7.14 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
- 7.14.1 any notices to be served upon the Owner shall be sent to the registered office address of the Owner and marked for the attention of Jeff Pike; and
- 7.14.2 any notices to be served upon the Council shall be marked for the attention of the Council's Head of Planning
- 7.15 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. 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.

9 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.

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 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)

14 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.

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 Owner's Title, and description of the Site

Details of the Owner's Title

All that leasehold land comprised in a lease dated 22 February 2023 made between (1) Knowsley Metropolitan Borough Council and (2) Acornfield Properties LTD.

Description of the Site

All that land known as Land at Kirkby Bank Road, Knowsley Industrial Park, Kirkby, Knowsley L33 7SY, 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
- a) submitted by the Owner in support of the Application;
 - b) approved by the Council as part of the Planning Permission; and
 - c) ~~annexed to this Deed at Annex 3~~
- 1.2 **"Social Value Contribution"** means the sum of £3,339 (Three thousand three hundred and thirty-nine pounds) to be used by the by the Council's approved partner organisation to support and monitor 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 **"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.

PART 2

MONITORING FEE

Interpretation

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

"Monitoring Fee" means the sum of £572 (Five hundred and seventy-two pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

The Owners covenant with the Council as follows:

Prior to the Commencement of Development, the Owners 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 and to use all reasonable endeavours to spend or commit such sums within 5 years from the date of payment.
- 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 10 (ten) 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

ANNEX 1 The Draft Planning Permission

APPLICATION NO: 23/02819/FUL **CASE OFFICER:** Mark Quinn
WARD: Northwood **PARISH:**
LOCATION: Mersey Pallets Co, Kirkby Bank Road, Knowsley Industrial Park
PROPOSAL: ERECTION OF 4NO INDUSTRIAL UNITS (USE CLASS B8 – STORAGE AND DISTRIBUTION) AND ASSOCIATED WORKS (SITE ACCESS TO BE TAKEN FROM ACORNFIELD ROAD AND KIRKBY BANK ROAD)

Site Description

The site is located at the junction of Acornfield Road and Kirkby Bank Road. The part of the site bounded by Acornfield Road is currently vacant and the part of the site bounded by Kirkby Bank Road is currently occupied by a timber pallet company. The surrounding area comprises predominantly existing industrial units.

Proposal

It is proposed to erect four industrial units to be used within Use Class B8 (storage & distribution), three of which would be accessed from Kirkby Bank Road, and one would be accessed from Acornfield Road. Each unit would be self-contained with its own car parking, turning area and cycle storage area. Soft landscaping is proposed within each unit. The application site and each unit would be enclosed by 2.4m high paladin fencing. The internal floor areas of the units would vary in size between 544sqm and 772sqm.

Consultations

United Utilities Water Ltd - No objections in principle

Public Health - Health Improvement And Health Protection - No objections to amended Health impact Assessment.

LLFA/Drainage - No objections subject to conditions securing the implementation of the drainage strategy and securing a management strategy.

James Towers - Landscape Architect - No objections to amended scheme.

Arboricultural Officer - No objections to amended scheme.

Highway Authority - No objections to amended layout subject to details of cycle storage and the layout of parking/manoeuvring space secured by planning condition.

Environmental Health - No objections subject to planning conditions covering, contaminated land, external lighting and Construction Management Plan

Merseyside Environmental Advisory Service - No objections subject to conditions covering RAMS, invasive species and waste management.

Merseyside Fire And Rescue Authority - No objections in principle.

FUSION 21 - Sarah Maguire - No objections subject to a commuted sum for the monitoring and implementation of a Social Value Strategy.

Representations

This application has been publicised by letters sent to 83 neighbours. It has also been advertised by Site Notice and a Press Notice. No representations have been received.

Planning History

K/8789 – Open storage of timber pallets and landscaping. Granted June 1985.

Relevant Policy

Paragraph 11 of the National Planning Policy Framework (NPPF) states that planning decisions should apply a presumption in favour of sustainable development. This means approving development proposals that accord with an up-to-date development plan without delay; or where the development plan is absent, silent or out of date planning permission should be granted unless the application of policies in the NPPF that protect areas or assets of particular importance provides a clear reason for refusing the development proposed; or any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in the NPPF taken as a whole.

Paragraph 12 of the NPPF clarifies that the presumption in favour of sustainable development does not change the statutory status of the development plan as the starting point for decision making. Where a planning application conflicts with an up-to-date development plan, permission should not normally be granted. Local planning authorities may take decisions that depart from an up-to-date development plan, but only if material considerations in a particular case indicate that the plan should not be followed.

The development plan in Knowsley comprises the Saved Policies of the Replacement Unitary Development Plan, the Core Strategy Local Plan and the Joint Waste Local Plan. The following policies are relevant to the determination of this application.

KNOWSLEY LOCAL PLAN: CORE STRATEGY

- CS2 - Development Principles
- CS4 - Economy and Employment
- CS7 - Transport Networks
- CS8 - Green Infrastructure
- CS11 - Principal Regeneration Area - Knowsley Industrial and Business Parks
- CS19 - Design Quality and Accessibility in New Development
- CS22 - Sustainable and Low Carbon Development
- CS24 - Managing Flood Risk
- CS27 - Planning and Paying for New Infrastructure

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

- EC3 - Primarily Industrial Areas
- DQ4 - Trees and Development
- ENV2 - Noise and Vibration
- ENV5 - Contaminated Land
- ENV3 - Light Pollution

National Planning Policy Framework

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.

Assessment

Principle of Development

The application site is allocated as a primary industrial area on the Local Plan policies map.

Saved UDP policy EC3 -Primarily Industrial Areas states :-

"Primarily industrial areas are identified on the Proposals Map and are appropriate locations for Business (Class B1); General Industry (Class B2); and Storage and Distribution (Class B8) uses."

A proposal for the erection of industrial units falling within use class B8 would therefore be in accordance with Policy EC3 and would in principle be acceptable.

Highway Safety Considerations

The application is supported by a Transport Statement. This concludes that the site is served by appropriate infrastructure that can accommodate the traffic which would be generated by the proposed development. Peak hour traffic flows are not significant and will not have an impact on highway operation and proposed access arrangements are appropriate and will allow a HGV to enter and leave the site in forward gear.

KMBC highway engineers generally concur with the above however they initially raised concerns with the level of car parking provided and the HGV turning circles. Amended plans have subsequently been submitted to increase the amount of car parking. Highways ultimately considered that the likely frequency of articulated HGVs attending the units will be low and therefore the turning areas as shown will be sufficient for the vast majority of likely vehicles. The proposal would be in compliance with Local Plan Policy CS7 in the Knowsley Local Plan Core Strategy.

Design & Layout Considerations

The proposed units would have a contemporary appearance similar to other recently constructed units on the business park. Four different cladding panels are proposed comprising of horizontal and vertical cladding. Aluminium framed glazing is proposed for the windows and doors with a dark grey colour finish. The units would have a shallow pitched roof with a maximum height of 9.5m and the front elevations would be set back into the site by approximately 21m from the Kirkby Bank Road boundary, the gable of unit D3 would be 2.5m from the Acornfield Road boundary and Unit E would be sited approximately 2-2.5m from the Acornfield Road boundary.

Whilst Units D3 and E would be sited in close proximity to the Acornfield Road site boundary there are recently constructed industrial units along Acornfield Road with a similar set back from the highway. Therefore, on balance the siting of the proposed units are considered to be acceptable in the street scene.

The design and appearance of the units are considered acceptable and would be in compliance with Local Plan policy CS19 and guidance on design in NPPF.

Environmental Considerations

The application is supported by an Air Quality assessment and Noise Assessment which are both considered to be acceptable and can be made approved documents.

No external lighting assessment has been undertaken, whilst it is within the industrial estate the development needs to ensure there is no obtrusive lighting into surrounding businesses. This can be secured by way of planning condition.

A phase 1 and phase 2 Geoenvironmental Site investigation has been submitted with the application. To date limited intrusive works have been undertaken; therefore, it is advised that further investigation is required which can be secured by way of the standard contaminated land condition.

To mitigate the impacts of the construction process it is recommended that a Construction Management Plan is secured through a pre commencement planning condition.

Subject to the necessary planning conditions the proposal would be in compliance with saved UDP policies ENV2, ENV3 and ENV5 and Local Plan policy CS2.

Flood Risk/Drainage Considerations

The application has been accompanied by a Flood Risk Assessment and Drainage Strategy. This concluded that the area is considered to be at low risk from flooding from groundwater, reservoir, sewer and surface water sources.

The proposed development has the potential to increase flood risk due to the introduction of new roof and paved areas, however the management of surface water at the site through the application of sustainable drainage principles will provide mitigation. This involves the use of proprietary treatment systems, attenuation tanks and flow controls to provide water quality and quantity benefits.

United Utilities and the Lead Local Flood Authority have confirmed that the proposals are acceptable provided that they are carried out in accordance with the submitted drainage design drawing and surface water must be drained at the restricted rate of 7l/s. providing this is secured by way of planning condition and details of the management and maintenance of the drainage system is secured by planning condition the proposals would be in compliance with Local Plan policy CS24.

Tree, Landscaping and Ecology Considerations

There are currently 14 individual trees and 3 tree groups on the application site. As a result of the proposals all of the individual trees and the 3 tree groups are proposed to be removed. Of the individual trees 4 are category B, 10 are category C and 5 are category U. 1 of the tree groups is category B and 2 tree groups are category U.

To mitigate for the tree loss 25 replacement trees are proposed 13 of the trees would be 16-18cm girth and 12 trees would be 18cm-20cm girth.

In addition to the new tree planting 52 native shrubs, 127m of native mixed species hedgerow and 740 ornamental shrubs would be planted as part of the landscaping scheme.

The revised landscaping scheme and the proposed tree mitigation is considered to be acceptable and would be in compliance with Saved UDP policy CS5 and Local Plan policy CS19.

The application has been supported by a Preliminary Ecological Appraisal (PEA) report in line with Local Plan Core Strategy policy CS8. In summary, the site was found to comprise predominantly hardstanding of negligible ecological value, with areas of dense and scattered scrub, scattered trees and tree lines also present.

The potential presence of roosting bats on the site was discounted following an inspection of the on-site structures and trees.

The habitats on site are suitable for badger (a protected species) and hedgehog (a Priority Species) and Local Plan Core Strategy policy CS8 applies. Reasonable avoidance measures should be put in place to ensure that there are no adverse effects on them. This can be secured by way of planning condition.

Rhododendron and Himalayan cotoneaster were recorded upon the application site during the extended phase 1 habitat survey. These species are listed on Schedule 9 of the Wildlife and Countryside Act and national Planning Policy Guidance applies. The applicant should therefore submit a method statement for the treatment and eradication of these invasive species. This requirement can be included within the Construction Environmental Management Plan.

The application is supported by a Biodiversity Metric report and Biodiversity Metric calculation. In summary, the on-site baseline value of the habitats present was found to equate to 0.49 habitat units and 0.31 hedgerow units.

Post-development, the habitat units are calculated to equate to 0.56 units (an increase of 0.7 units) and the hedgerow units are calculated to equate to 0.46 (an increase of 0.15 units).

The proposals will therefore result in a net gain of 14.19% habitat units and 46.98% hedgerow units which is welcome and in line with the NPPF. However, the trading rules of the metric have not been met due to the loss of -0.09 hectares of mixed scrub habitat on the site.

However, on this occasion, the trading rules not being satisfied is not considered to be a significant issue, as the loss of scrub is considered to be balanced out by the proposed additional hedgerow planting.

The biodiversity net gain is therefore considered to be acceptable.

The impact on trees, proposed landscaping and ecology impacts would be in compliance with Local Plan policies CS8, CS19 & saved UDP policy DQ4.

Planning Obligations.

A social value strategy has been submitted as part of this application. In accordance with the Adding Social Value to Development SPD a financial contribution (£3,339) would be required to ensure the implementation and monitoring of the strategy. This contribution can be secured through a S106 legal agreement.

Conclusion

The proposed development would be acceptable in terms of highway safety, design &

appearance, flood risk, trees & landscaping and ecology and would be in compliance with the Local Plan and saved UDP policies listed above subject to the necessary planning conditions and completed S106 legal agreement securing the planning contribution referred to above.

Recommendation

That Planning Permission be granted subject to the following conditions:-

- 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) Notwithstanding any description of materials in the application, no above ground construction works shall take place until samples and / or full specification of materials to be used externally on the buildings have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. The development shall be carried out only in accordance with the agreed schedule of materials.

Reason: In the interests of visual amenity and to comply with Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

- 4) All hard and soft landscape works shall be carried out and maintained in accordance with the approved details shown on Drg KL-570-001 P4 Landscape Strategy received 08.04.2024, Drg KL 570 002 Tree Pit detail received on 08.04.2024 and RT 570.001 Landscape Management Plan received 08.04.2024. The works shall be carried out before any part of the development is occupied or within the first available planting season prior to the first occupation of the unit whichever is the sooner. Any trees / shrubs which are removed, die, become severely damaged or diseased within 10 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 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, and the National Planning Policy Framework.

- 5) A. Risk Assessment

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

Prior to any further ground investigations taking place, the scope of works for these investigations must be agreed, in writing, with the local planning authority.

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

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

B. Submission of Remediation Scheme

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

C. Implementation of Approved Remediation Scheme

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

D. Reporting of Unexpected Contamination

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

E. 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.

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 results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and approved in writing to by the Local Planning Authority.

Reason: In the interests of safety, to prevent pollution of the water environment and to comply with Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

- 6) Prior to the installation of any external lighting a scheme detailing the lighting shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include the steps taken to minimise light pollution and shall include an isolux plot and luminosity details and manufactures specifications to demonstrate that the obtrusive light limitations suggested in the Institution of Lighting Engineers Guidance Notes for Light Pollution are met. All works which form part of the scheme shall be completed prior to first operation and shall be maintained thereafter in accordance with the agreed scheme.

Reason : To ensure that light pollution is minimised and that any lighting does not adversely impact on local amenity and to ensure compliance with Saved policy ENV3 in the Knowsley Replacement Unitary Development Plan

- 7) No part of the development hereby permitted shall be commenced until a construction management plan has been submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction / demolition effects. The Construction Management Plan shall include the following matters:
- a) Methods for the mitigation of noise and vibration from building works, including any piling works, and from the operation of any temporary power generation or pumping plant which will operate overnight.
 - b) Methods that can be put in place quickly, should odour control be required. (There is potential for odour from the historic use of the site, particularly when ground excavations take place).
 - c) Methods for dust control and suppression.
 - d) Details of wheel washing facilities including location and type.
 - e) The areas for the storage of plant and materials.

- f) Location of site compound.
- g) Details of relevant pest control measures that will be put in place during the construction phase.
- h) Proposed hours of construction (the following is usually acceptable: 0800 to 1800 Monday to Friday, 0800 to 1300 Saturday and not at all on Sundays/Public Holidays).
- i) The following reasonable Avoidance Measures shall be put in place.
 - o A pre-commencement check for badger and hedgehog;
 - o All trenches and excavations should have a means of escape (e.g. a ramp);
 - o Any exposed open pipe systems should be capped to prevent mammals gaining access; and
 - o Appropriate storage of materials to ensure that mammals do not use them
- j) A method statement for the treatment of Rhododendron and Himalayan cotoneaster, prepared by a competent person, which includes the following information:
 - o A plan showing the extent of the plants;
 - o The methods that will be used to prevent the plant/s spreading further, including demarcation;
 - o The methods of control that will be used, including details of post-control monitoring; and
 - o How the plants will be disposed of after treatment/removal.
- k) Scheme for recycling/disposal of waste resulting from construction works

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

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with the National Planning Policy Framework; 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 and saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

- 8) No part of the proposed development shall be brought into use until precise scheme details of the proposed cycle storage facilities highlighted on Drawing F010 Rev C have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as agreed before any part of the development has been brought into use. 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 securely and to comply with Policy CS7 of the Core Strategy, adopted January 2016

- 9) The development shall not be brought into use until the areas indicated on Drawing F010 Rev C be set aside for parking, servicing, vehicular manoeuvring (including provision for pedestrians/cyclists) have been surfaced, drained and permanently marked out or demarcated in accordance with the details which have been previously submitted to and approved in writing by the Local Planning Authority. These areas shall be retained as such thereafter.

Reason: In the interests of highway and pedestrian safety and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

- 10) The proposed drainage strategy for the development hereby approved, shall be carried out based on the principles set out in the submitted Flood Risk Assessment & Drainage Strategy Report and Foul & Surface Water Drainage Design Drawing 021B42-PL1, Rev A dated Oct 2023 and prepared by CJE. For the avoidance of doubt, maximum surface water discharge from site should not exceed 7.1 l/s under any circumstances. The works shall be implemented in accordance with the approved scheme before the development is brought into use and retained thereafter for the lifetime of the development.

Reason : To ensure a satisfactory drainage system is provided to serve the site in accordance with Paragraph 163 of the National Planning Policy Framework, House of Commons Written Statement 161 for Sustainable Drainage Systems, Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) and Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

- 11) 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:

- o The arrangements for adoption by an appropriate public body or statutory undertaker or details of provision for management and maintenance by a management company.
- o A schedule for on-going inspections relating to performance and condition.
- o Details for planned maintenance and a mechanism for remedial and urgent repair works.
- o Means of access for inspection and maintenance purposes.
- o 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).

- 12) Prior to the erection of the 2.4m paladin fencing & gates precise details of the position of the fencing and gates shall be submitted to and approved in writing by the Local

Planning Authority. The fencing and gates shall thereafter be erected in accordance with the approved details.

Reason : For the avoidance of doubt and in the interests of visual amenity and to ensure compliance with Policy CS19 in the Knowsley Local Plan Core Strategy (January 2016)

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
13/05/2024	PPC-XX-DR-A-F010 REV D	-	AMENDED PROPOSED LAYOUT
08/04/2024	KL-570-002	-	Tree Pit Detail 08.04.24
08/04/2024	KL-570-001 P4	-	AMENDED LANDSCAPING PLAN
05/01/2024	PPC-XX-DR-A-F023- REV A	-	Proposed Unit E Proposed Elevations
05/01/2024	PPC-XX-DR-A-F021- REV A	-	Proposed Unit E Proposed Ground First Floor Plans & Roof Plan
05/01/2024	PPC-XX-DR-A-F013 REV A	-	Proposed Elevations
05/01/2024	PPC-XX-DR-A-F012- REV A	-	Proposed Roof Plan
05/01/2024	PPC-XX-DR-A-F011 REV A	-	Proposed Ground & First Floor Plans
09/04/2024	81-377-R1-4	-	Revised Arboricultural Impact Assessment
08/04/2024	RT-570-001	-	Landscape Management Plan
08/04/2024	-	-	FENCING SPEC
12/02/2024	REV A	-	REVISED HEALTH IMPACT ASSESSMENT
19/01/2024	81-377-R2-1	-	PRELIMINARY ECOLOGICAL APPRAISAL REPORT
05/12/2023	6971R2	-	AIR QUALITY ASSESSMENT
05/12/2023	50-910-R1-2	-	NOISE IMPACT ASSESSMENT
05/12/2023	-	-	FLOOD RISK ASSESSMENT & DRAINAGE STRATEGY

Signed Case Officer¹: Mark Quinn

**Signed Authorising
Officer²:** K Foster

Date: 13 May 2024

¹ I confirm that I do not have a personal relationship with the applicant, agent or other interested parties; I also confirm that I do not have a financial interest in the site or the development proposed

² I confirm that I do not have a personal relationship with the applicant, agent or other interested parties; I also confirm that I do not have a financial interest in the site or the development proposed

Informatives

1. In respect of Condition 5 Contaminated Land I can provide the following comments.
 - a) The area covered by the Phase I and II report (3.47ha) is much larger than the proposed development site (0.6ha). Any comments will therefore only apply to the southern area which falls within the red line boundary of 23/02819/FUL.
 - b) The operational nature of the site meant that intrusive works were restricted. As such only one trial pit (TP116), three window samples (WS114, WS115 and WS116) and one cable percussive borehole (CP104) were located in this area. No soil samples were analysed from these locations and the gas well installed in CP04 could not be accessed. MEAS advise that additional site investigation is required to establish any risks associated with the proposed development. An amended report needs to be provided based on the current area of interest and development proposals.
 - c) If the activities on site have changed since the report's publication in 2019 the preliminary conceptual site model may also require updating.
 - d) It is advisable to agree the scope of works in advance with the Local Planning Authority.
2. It is an offence to carry out any works within the public highway without the permission of the Highway Authority. The grant of planning permission will require the developer to enter into an agreement under s278 of the Highways Act 1980 with the Council. The applicant is advised to contact the Site Development Team at SiteDevelopment@knowsley.gov.uk to discuss the matter further.
3. The applicant is reminded that it is an offence to allow material carried from the site to be deposited on or cause damage to the highway, as a result of dirty wheels or badly loaded vehicles. Should this occur, the Council as Local Highway Authority will seek to recover any expenses incurred in clearing, cleaning or repairing highway surfaces and will prosecute offenders under Sections 131, 148 and 149 of the Highways Act 1980.
4. No tree felling, scrub clearance and / or vegetation management is to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season then all trees, scrub and vegetation are to be checked first by an appropriately experienced ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted for approval.
5. With regards to Condition 7 , part K the following should be noted.

A waste audit or similar mechanism provides a mechanism for managing and monitoring construction, demolition and excavation waste. This is a requirement of WLP policy WM8 and the National Planning Policy for Waste (paragraph 8); and is advised for projects that are likely to produce significant volumes of waste (NPPG, paragraph 49). Implementation of such mechanisms may also deliver cost savings and efficiencies for the applicant.

The following information could be included within the waste audit (or similar mechanism) as stated in the Planning Practice Guidance:

 - o the anticipated nature and volumes of waste that the development will generate;

- o where appropriate, the steps to be taken to ensure the maximum amount of waste arising from development on previously developed land is incorporated within the new development;
- o the steps to be taken to ensure effective segregation of wastes at source including, as appropriate, the provision of waste sorting, storage, recovery and recycling facilities; and
- o any other steps to be taken to manage the waste that cannot be incorporated within the new development or that arises once development is complete.

Information to comply with policy WM8 could be integrated into a Construction Environment Management Plan (CEMP) if one is to be produced for the development. This would have the benefit of ensuring that the principles of sustainable waste management are integrated into the management of construction on-site to improve resource efficiency and minimise environmental impacts.

Guidance and templates are available at:

- o <http://www.meas.org.uk/1090>
- o <https://www.gov.uk/guidance/waste>
- o <http://www.wrap.org.uk/>
- o [http://ec.europa.eu/growth/tools-](http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8983)
[databases/newsroom/cf/itemdetail.cfm?item_id=8983](http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8983)

6. See attached consultation responses from Merseyside Fire Authority and United Utilities.

ANNEX 2 The Plan

ANNEX 3

The Approved Social Value Strategy

FUSION²¹



Knowsley Borough Council

Social Value Strategy

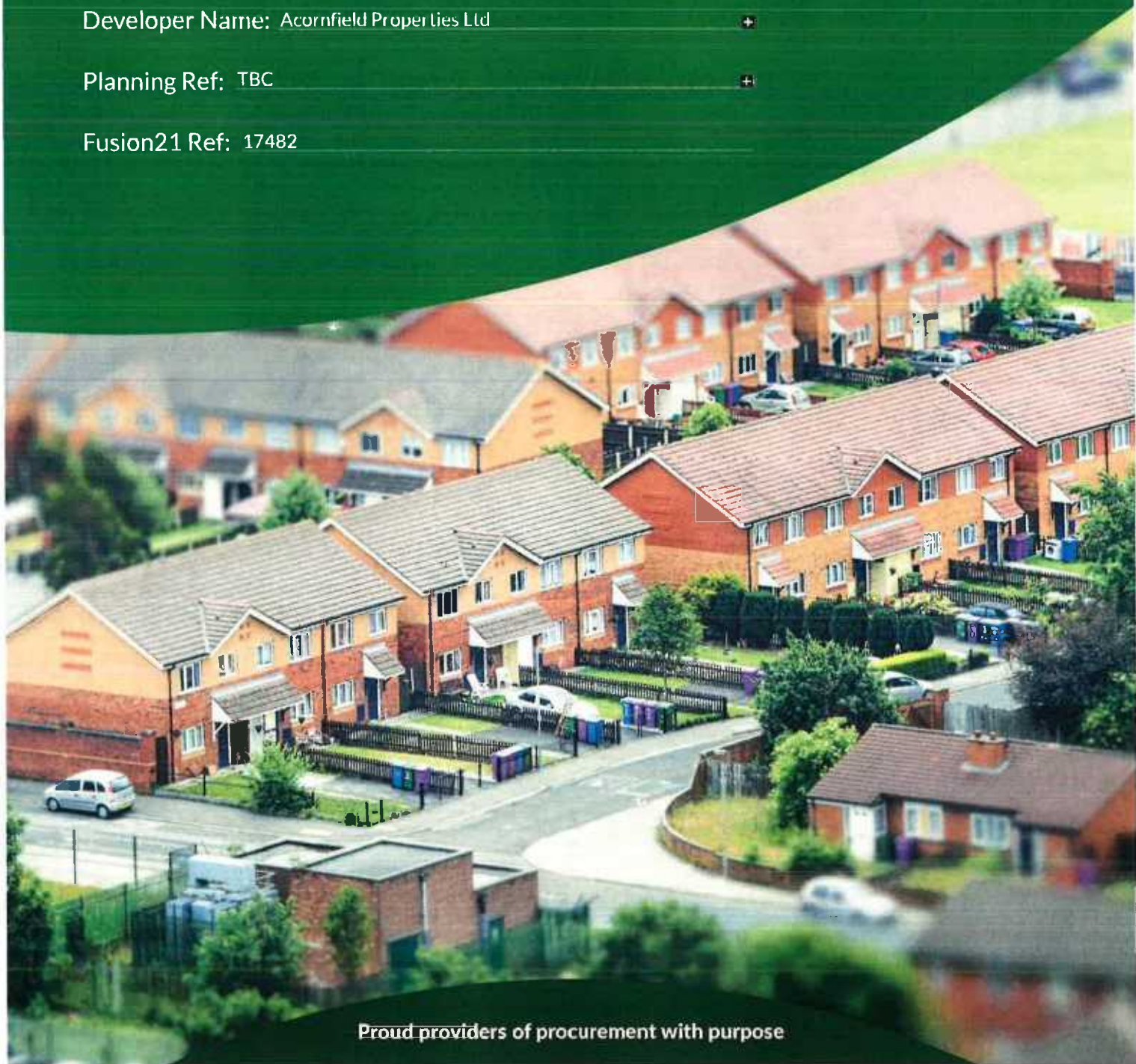
Developer Name: Acornfield Properties Ltd



Planning Ref: TBC



Fusion21 Ref: 17482



Proud providers of procurement with purpose



Introduction

It is a planning condition that Acornfield Properties Ltd. submit a Social Value Strategy for the development at Acronfield Rd and Kirkby Bank Rd, Knowsley, L33 7SY.

On approval of this strategy by Knowsley Borough Council (KMBC), it will form a compliance document and will be implemented by Acornfield Properties Ltd. supported by a site-specific Social Value Delivery Plan which Fusion21 will develop with the developer and/or the main contractor once appointed. Fusion21 has been engaged by KMBC to support the delivery of this strategy.

A section 106 agreement or unilateral undertaking is intended by KMBC to secure the provision of social value strategies by way of a commuted sum contribution towards specified social value projects provided by the Council's approved partner(s). In either case, the Supplementary Planning Document (SPD) notes that a commuted sum may also be sought towards the costs of preparing and monitoring the Social Value Strategies [paragraph 5.4].

Planning policy context

National Policy Context - National Planning Policy Framework (February 2019)

The overarching aim of the revised 2019 National Planning Policy Framework is to proactively deliver sustainable development to support the Government's economic growth objectives and deliver the development the country needs. Paragraph 8 sets out the three overarching objectives for the planning system to achieve sustainable development, one of which is:

“A social objective – to support strong, vibrant, and healthy communities, by ensuring that a sufficient number and range of homes can be provided to meet the needs of present and future generations; and by fostering a well-designed and safe built environment, with accessible services and open spaces that reflect current and future needs and support communities' health, social and cultural well-being.”



Paragraph 9 further states:

Planning policies and decisions should play an active role in guiding development towards sustainable solutions, but in doing so should take local circumstances into account, to reflect the character, needs and opportunities of each area.”

Paragraph 38 also states:

Local planning authorities should approach decisions on proposed development in a positive and creative way. They should use the full range of planning tools available, including brownfield registers and permission in principle, and work proactively with applicants to secure developments that will improve the economic, social, and environmental conditions of the area.”





Local policy context – Knowsley 'Adding social value to development supplementary planning document'

The 'Knowsley: Adding Social Value to Development: Employment and Skills SPD' was adopted by KMBC in September 2018. The SPD is driven by the Council's aspiration to see additional benefits (known as social value) incorporated into its housing and other development opportunities.

Social value is identified as the additional economic, social, and environmental benefits that can be created as part of a development. The requirement for applicants for major developments to agree to a Social Value Strategy is intended by KMBC to ensure developers make a positive contribution to the local area during the construction phase of a development.

The SPD guides how the council will implement the requirements of the SPD, by requesting that developers in the borough prepare and implement a Social Value Strategy in a case where their scheme meets or exceeds the designated threshold. It outlines the process for creating Social Value Strategies and identifies the kind of social value outcomes which could be expected from new major developments. Such strategies will commit to maximising the employment and training of local people during the construction phase and in the completed development, helping to develop the resident workforce skills. There will also be a route to employment for local people [paragraph 1.4].

The SPD stipulates that KMBC would 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, particularly those 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.
- ✓ Provision for delivery of bespoke pre-employment and skills training for Knowsley residents to provide them with the skills to access the jobs that are being created.

Knowsley 2030

Throughout 2019, the organisations that make up the Knowsley Better Together Partnership worked closely with local residents, businesses, community groups and others to develop a long-term strategy for Knowsley.

Knowsley 2030 outlines a series of shared aims for the future. The aspiration is that by 2030, Knowsley will be:

- A place with welcoming, vibrant, well-connected neighbourhoods and town centres.
- A place with a thriving, inclusive economy, with opportunities for people and business.
- A place where people are active and healthy and have access to the support they need.
- A place where people of all ages are confident and can achieve their full potential.
- A place where strong and safe communities can shape their future.

This Social Value Strategy has been designed to help realise the ambitions set out in the Knowsley 2030 strategy.

Our strategy and approach

Social value target

The Section 106 (S106) Agreement will set out a minimum social value target that must be delivered during the project's construction phase. For this development the target is:

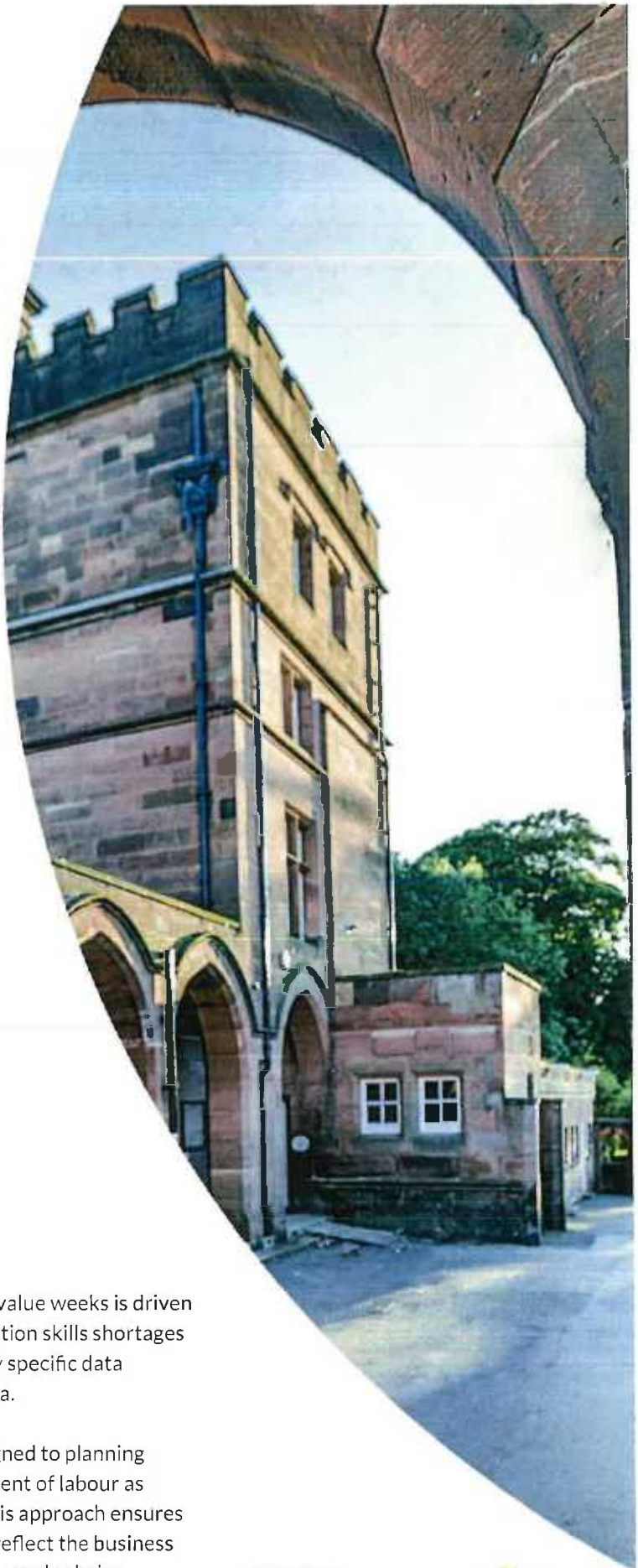
33 social value weeks.

The method for calculating the target number of social value weeks is driven by an industry-approved model for addressing construction skills shortages in the local area. The Knowsley model applies regionally specific data published by the CITB Construction Skills Network Data.

The Knowsley social value weeks forecasting tool is aligned to planning class uses and reflects the standard industry measurement of labour as 'labour weeks' based on typical construction output. This approach ensures that targets are relevant to specific developments and reflect the business needs of Applicants/Developers/Contractors and their supply chains, so opportunities created are proportionate and sustainable.



Knowsley Council



Our approach

Knowsley 2030	Activity profile and measures
A place with welcoming, vibrant, well-connected neighbourhoods and town centres.	- Place communities at the heart of the town centre development by ensuring that any opportunities generated during the construction phase of the project benefit local people. See individual measures below. - Local people are given an opportunity to design artwork for the site hoarding. (Number of people involved).
A place with a thriving, inclusive economy, with opportunities for people and business.	- Meet the buyer events to engage Knowsley businesses. (Number of events and local participants). - Business mentoring for Knowsley businesses. (Number of businesses supported). - Subcontracting opportunities awarded to Knowsley businesses. (Number of subcontracting packages awarded and value of packages).
A place where people of all ages are confident and can achieve their full potential.	- Employment opportunities created for Knowsley residents. (Number of weeks). - Apprenticeship opportunities created for Knowsley residents. (Number of weeks). - Careers events to engage Knowsley Young People (virtual and in-person). (Number of events and beneficiaries). - Mentoring opportunities provided for Knowsley residents. (Number of opportunities and beneficiaries). - Site Visits for Knowsley young people. (Number of visits and beneficiaries). - Work experience opportunities for Knowsley young people, (Number of weeks and beneficiaries). - Knowsley T-Level students supported to access long-term work experience opportunities. (Number of weeks and beneficiaries). - Support for individuals taking part in Sector-Based-Work-Academy Programmes by offering site placements as part of their training. (Number of individuals supported and days/weeks spent on site).
A place where strong and safe communities can shape their future.	- Support for local VCSE businesses/groups by donating time, materials, and equipment. (Number of volunteer days and value of donations). - Knowledge share with local VCSE groups/mentoring. (Number of volunteer hours/days).

These activities combined will deliver the required social value target of 33 weeks.

Monitoring and reporting social value outcomes

A key element of the delivery of this Social Value Strategy is successful monitoring and reporting outcomes. Fusion21 will lead this area of work on behalf of KMBC and has a dedicated member of staff who will assume overall responsibility for monitoring and reporting outcomes. This will be undertaken in conjunction with the developer/main contractor who will provide Fusion21 with the necessary information to fully monitor outcomes during the project's construction phase.

Fusion21 will provide monitoring reports on an agreed basis detailing all outcomes delivered to date using the measures identified above. A final report will be submitted at the end of the project which will include overall performance against the social value target, data confirming how the target has been achieved and case studies bringing the outcomes to life. A signed final report will be submitted to KMBC to satisfy the S106 planning obligation. On acceptance of the final report, KMBC will formally discharge the condition in writing.

FUSION

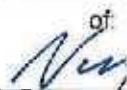
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THE COMMON SEAL of
KNOWSLEY METROPOLITAN BOROUGH
COUNCIL was hereunto affixed in the presence

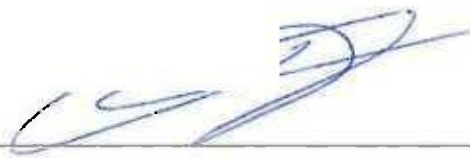


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