

Consultation under paragraph 5.1 of The Town and Country Planning (Consultation) (England) Direction 2009 ("the Direction") in respect of:

Outline planning application reference 18/00817/OUT for development of land at Cowthick Plantation for employment use (use classes B1 / B2 and B8) with ancillary parking highway infrastructure engineering works ("the Development")

Statement of Material Considerations

1. CONSULTATION UNDER PARAGRAPH 5 OF THE DIRECTION

1.1 Background

1.2 On 29 June 2020 Corby Borough Council resolved to approve outline planning application reference 18/00817/OUT for development of land at Cowthick Plantation for employment use (use classes B1 / B2 and B8) with ancillary parking highway infrastructure engineering works ("the **Development**"), subject to conditions and the completion of a s106 agreement. Details of access, appearance, landscaping, layout and scale are reserved for subsequent approval, in accordance with parameters approved under the outline planning permission.

1.3 The Secretary of State is being consulted on the Development as development outside town centres under paragraph 5.1 of the Town and Country Planning (Consultation) (England) Direction 2009 ("the **Direction**"). Under paragraph 5(1), the Secretary of State is required to be consulted in respect of development which includes office use and which:

1.3.1 is to be carried out on land which is edge-of-centre, out-of-centre or out-of-town; and

1.3.2 is not in accordance with one or more provisions of the development plan in force in relation to the area in which the development is to be carried out; and

1.3.3 consists of or includes the provision of a building or buildings where the floorspace to be created by the development is 5,000 sqm or more.

2. Reports to Committee and Process Post-Committee

2.1 The Secretary of State is asked to refer to the Committee Report (including two Addenda Reports) for detailed background to the resolution to grant planning permission by the Council in respect of the Development. As set out in the Committee Reports and as explained further below, the Council is satisfied that the Development achieves overall conformity with the development plan as a whole and that appropriate mitigation will be provided and secured by planning conditions and a s106 agreement to ensure the Development is acceptable in planning terms.

2.2 As set out in the Committee Report and elaborated on below, the Council places great value on the contribution this Development can make towards the Council's Growth Agenda and the creation of new employment opportunities, consistent with the Government's aspirations for employment growth, particularly in these challenging economic times. As set out in the Second Addendum Report, the overall employment targets in the Development Plan have not been met in Corby and this Development affords an opportunity to address this shortfall. The key economic benefits of the Development are set out in the Committee Report and identified in detail in the applicant's Economic Case For Developing New Warehouse And Office Space (December 2019). The Development proposals are considered:

2.2.1 to reduce commuting out of Corby and to retain skills and work near new homes;

- 2.2.2 to support over 2,000 temporary jobs per annum during the construction phase;
- 2.2.3 to provide up to 7,000 full-time equivalent jobs once the scheme is fully operational;
- 2.2.4 to provide a mix of jobs at different qualification levels including an estimated:
- 1,235 on-site jobs for people with a degree or higher;
 - 1,428 on-site jobs will be for people with A levels or equivalent;
 - 3,931 jobs for persons ranging from no qualifications and up to GCSE level;
 - 770 on-site jobs could require no formal qualifications;
- 2.2.5 to provide a £205m per annum wage bill, with salaries likely to be higher than the overall average for all workers in the East Midlands.
- 2.2.6 to give rise to multiplier effects in economic activity in the area.
- 2.2.7 to pump prime other developments, in particular through road infrastructure improvements.
- 2.3 The relevant planning policies and material planning considerations are set out in the Committee Report and elaborated on in this statement below.
- 2.4 Following Committee, the following steps have been undertaken:
- 2.4.1 a site notice and press notice complying with the formalities for the "requisite notice" under paragraph 10 of the Direction were published;
- 2.4.2 further representations in response to the requisite notice have been received and reviewed by the Council (see **Appendix 1**).
- 2.5 The representations received after Committee are not considered to raise novel planning considerations which were not already considered by the Council in arriving at its decision.
3. **DEVELOPMENT PLAN**
- 3.1 The development plan for the area in which the Development is situated is the North Northamptonshire Joint Core Strategy 2011-2013 (the **JCS**).
- 3.2 The JCS was adopted in July 2016. It is the strategic Part 1 Local Plan for Corby, East Northamptonshire, Kettering and Wellingborough. It outlines the strategic vision for the area, to be developed in more detail through Part 2 Local Plans and Neighbourhood Plans. The draft Part 2 Local Plan for Corby was submitted to the Secretary of State on 19 December 2019. Given its stage of preparation, the Council has placed very limited weight on the emerging Part 2 Local Plan in its determination of this application. However, it has given consideration to the Employment Land Review (May 2018, as updated in May 2019) ("the **ELR**") which forms part of the evidence base for demand and supply of employment land in Corby for the plan period.
- 3.3 **Application of the Direction to the Development**
- 3.4 For the purposes of paragraph 5(1) of the Direction:

- 3.4.1 the Development includes up to 10,061m² office use;
- 3.4.2 the Development site is out of town centre (outside the existing urban area);
- 3.4.3 whilst the Council is satisfied that the Development achieves overall conformity with the JCS as a whole, it acknowledges that the Development is not in some instances in accordance with one or more provisions of the JCS (when this "departure" requirement is taken to mean that there is apparent tension with a particular limb or limbs of particular development plan policies rather than development plan policies or the plan as a whole); and
- 3.4.4 the total floorspace of the Development exceeds the 5,000 sqm of offices eligibility threshold - the consented floorspace is 404,100m², comprised of the following employment uses:
- 10,061m² or 2.49% B1 (office);
 - 97,252m² or 24.07% B2 (general industrial); and
 - 296,787m² or 73.44% B8 (storage or distribution).
- 3.5 In this context, it is clearly important to note that the Development is for a large scale industrial/logistics centre, not for an out of town office development. The primary office floorspace allowance (at 2.49%) is minor relative to the scale of the Development as a whole, but exceeds the threshold in the Direction. The Secretary of State is being consulted on this basis.
- 3.6 In summary, the Secretary of State is being consulted on a precautionary basis because:
- 3.6.1 the applied for office floorspace created by the development exceeds the threshold specified in paragraph 5(1) of the Direction; and
- 3.6.2 whilst the Council is satisfied that the Development achieves overall conformity with the JCS as a whole, it acknowledges that the Development is not in some instances in accordance with one or more provisions of the JCS (when this "departure" requirement is taken to mean that there is apparent tension with a particular limb or limbs of particular development plan policies rather than development plan policies or the plan as a whole).
- 3.7 The operation of the Direction and the requirement to consult with the Secretary of State was explained to Members of the Planning Committee, who unanimously voted to approve the Development.

4. **POLICY CONFORMITY WITH THE DEVELOPMENT PLAN**

- 4.1 The Secretary of State is asked to refer to the Committee Report (including two Addenda Reports) for a detailed application of the policies in the JCS to the Development. As set out above, the Council is satisfied that the Development achieves overall conformity with the development plan as a whole.
- 4.2 The purpose of this statement is to highlight:
- 4.2.1 the main areas of tension with the JCS and how these tensions are resolved within the terms of the JCS; and
- 4.2.2 material considerations which, in the Council's opinion, weigh in favour of approving the Development, in any event.

- 4.3 The main areas of tension are considered to be:
- 4.3.1 the spatial strategy which contains countryside policies of restraint; and directs main town centre uses, such as office uses, into town centre locations; and
 - 4.3.2 the role of the development plan in allocating strategic employment sites.

4.4 The Council has concluded that:

- 4.4.1 the lion's share of these tensions with the development plan are resolved within the terms of the plan policies themselves - including through the effective use of planning conditions and s106 planning obligations; and
- 4.4.2 any residual areas of non conformity are outweighed by the bespoke circumstances of this Development, in this location, at this time; and the significant economic benefits of the Development.

The Council's explanation for this conclusion is set out below.

4.5 **Countryside policies of restraint**

4.6 The Secretary of State is referred to JCS Tables 1 and 2 (Spatial Roles), Policy 11 (The Network of Urban and Rural Areas), Policy 13 (Rural Exception Sites) and Policy 25 (Rural Economic Development and Diversification).

4.7 The Development site is not within a settlement and is therefore classified as open countryside in Table 1 (Spatial Roles). In the open countryside, the JCS requires development to be carefully managed to safeguard the intrinsic character and beauty of the countryside and to maintain distinctive and separate settlements by ensuring that development does not result in coalescence. However, the Council considered the following bespoke locational constraints as material considerations. The Development site:

- 4.7.1 has a history of use for mineral extraction;
- 4.7.2 abuts the eastern urban fringe and is separated from the remainder of the countryside to the east by an active landfill site;
- 4.7.3 does not contain areas of best and most versatile agricultural land;
- 4.7.4 has limited amenity value;
- 4.7.5 the key natural features of the site, including the plantation to the south, are being preserved;
- 4.7.6 the self-contained nature of the site and its topography will minimise views into and out of the site;
- 4.7.7 where the Development is more visible screening is secured through planning conditions to minimise the visual impact;
- 4.7.8 planning conditions are also imposed to safeguard landscaping and ecology (including biodiversity and wildlife) during the construction and operational phases of the Development; and
- 4.7.9 the Development would not, in any event, result in coalescence.

- 4.8 Policy 11 seeks to distribute development to strengthen the network of settlements in accordance with the roles in Table 1 and to support the delivery of the place shaping principles in Table 2.
- 4.8.1 Growth Towns such as Corby are the focus for infrastructure investment and higher order facilities to support major employment.
- 4.8.2 Development in the open countryside, other than rural diversification, the re-use of rural buildings and certain renewable energy developments supported under Policies 25 (Rural Economic Development and Diversification) and 26 (Renewable and Low Carbon Energy) is resisted under Policy 11 unless there are "special circumstances" as set out in Policy 13 (Rural Exception Sites) or in national policy.
- 4.9 Policies 25, 26 and 13 do not apply to the Development for the following reasons:
- 4.9.1 Policy 25 is directed primarily at rural diversification in the agriculture and tourism sector, not strategic scale employment sites.
- 4.9.2 Policy 26 does not apply to the Development as it is not an energy scheme.
- 4.9.3 Policy 13 is directed at small scale edge of settlement rural exception housing and employment schemes justified on the basis of local need; again, not strategic scale employment sites.
- 4.10 The Council has therefore had regard to policies in the NPPF 2019 which support a strong, competitive economy including a prosperous rural economy (paragraphs 80-84) by way of "special circumstances" in national policy justifying departure from the general restriction on development in the open countryside in Policy 11. Amongst other things, the Council has had regard to the following policies, as important material considerations:
- 4.10.1 planning decisions should help create the conditions in which business can invest, expand and adapt (para 80);
- 4.10.2 significant weight should be placed on the need to support economic growth and productivity, taking into account both local business needs and wider opportunities for development (ibid);
- 4.10.3 planning decisions should recognise and address the specific locational requirements of different sectors – including storage and distribution operations at a variety of scales and in suitably accessible locations (para 82);
- 4.10.4 planning decisions should enable the sustainable growth and expansion of all types of business in rural areas including through well-designed new buildings (para 83);
- 4.10.5 planning decisions should recognise that sites to meet local business and community needs in rural areas may have to be found adjacent to or beyond existing settlements and in locations that are not well served by public transport (para 84).
- 4.11 In summary, the Council considers that the national policies summarised above – read alongside JCS Policy 24 (Logistics) (see below) – give rise to special circumstances which justify grant of permission for the Development under Policy 11.

4.12 **Office uses as main town centre uses**

4.13 The Secretary of State is referred to JCS Policy 12 (Town Centres and Town Centre Uses), Policy 23 (Distribution of New Jobs) and to Policy 24 (Logistics), including explanatory paragraph 8.19.

4.14 Policy 23 (c) directs office uses towards sites in areas with good public transport connections, with town centres and areas around railway stations in Growth Towns identified as preferred locations.

4.15 Whilst preference is given to town centre locations with good public transport connections, the JCS recognises that there may be circumstances in which office floorspace may be justified outside of town centres. These circumstances are set out in Policies 12 and 24.

Policy 12 – sequential test

4.16 Policy 12 (g) requires the application of the sequential and impact tests set out in the NPPF 2012¹ to the assessment of town centre uses that are proposed outside of town centre areas. The Secretary of State is asked to note that:

4.16.1 The Council considers that the requirement for a town centre impact assessment for non retail or leisure out of town centre development proposals is out-of-date (within the terms of paragraph 213 of the NPPF 2019).

4.16.2 The Council has therefore interpreted applied Policy 12 (g) in line with the up-to-date requirements in paragraph 86 of the NPPF 2019. This requires the Council to apply a sequential (but not impact) test to planning applications for office use which are neither in an existing centre nor in accordance with an up-to-date plan.

4.17 The sequential test provides that consideration of out of centre sites is only permissible if suitable sites are not available (or expected to become available within a reasonable period) within town centres or in edge of centre locations. The Council is satisfied that this test is met here for the following reasons:

4.17.1 The application is supported by a detailed Employment Land Statement (Pegasus, December 2019) which demonstrates to the Council's satisfaction that:

- none of the existing or proposed employment land sites in the JCS and ELR are suitable for the Development as a whole;
- (as a corollary to the above conclusion) there are no town centre or edge of centre sites which are suitable for a logistics / industrial development of this scale; and
- the sites identified in the adopted local plan for developments of this nature have now been fully developed out ahead of expectations at the time of adoption with latent demand remaining for more space in Corby.

4.17.2 The applicant has provided a sequential test which is enclosed as **Appendix 2**.

Policy 24 – land uses complementary to large scale logistics

¹ It refers to paragraphs 26 and 27 of the 2012 NPPF

- 4.18 As set out in the Second Addendum Report and examined further below, the Development achieves a high degree of conformity with Policy 24 (Logistics).
- 4.19 The explanatory text to Policy 24 provides clear support for office uses which are ancillary or complementary to storage and distribution uses. Paragraph 8.19 provides:
- 8.19 This Plan recognises the opportunities provided by the logistics sector, notably its importance to the economy and creation of significant office based jobs (B1 sector) as ancillary uses....*
- 4.20 In line with the subsequent requirements of paragraph 8.19:
- 4.20.1 the application was accompanied by information on market conditions, including the potential occupier market and the likely occupier property requirements and this information took into account the findings in the ELR (i.e. the Pegasus Employment Land Statement 2019); and
- 4.20.2 a delivery strategy is appended to the draft s106 agreement, to demonstrate how these additional employment uses will be brought forward alongside the main storage and distribution element of the scheme (refer to Appendix 2 of the draft s106).
- 4.21 The Council is satisfied that the Development will not take away from office space that would otherwise be delivered in town centres. Permission for office floorspace would be granted to provide flexibility for occupiers wanting some office space alongside their industrial / logistics use.
- 4.22 Therefore, to the extent there is conflict with the JCS policies which direct office development towards town centres, the Council considers that this conflict is overcome in view of:
- 4.22.1 the size and scale of this Development and its inherent unsuitability in a town centre location, in line with the sequential test in Policy 12; and
- 4.22.2 the policy recognition given to opportunities for office based jobs created by the logistics sector, in line with the supporting text to Policy 24.
- 4.23 **The role of the development plan in allocating employment land**
- 4.24 The Secretary of State is referred to JCS Policy 23 (Distribution of New Jobs).
- 4.25 Policy 23 (b) provides that employment development will be supported at Sustainable Urban Extensions (SUEs) and strategic sites identified on the Key Diagram. Rural areas, like the application site, are identified as suitable for rural diversification proposals consistent with Policy 25 (Policy 23(e)). The Council acknowledges the following tensions with Policy 23:
- 4.25.1 the Development is not a rural diversification scheme (as acknowledged above);
- 4.25.2 the application site is not a strategic site allocated in the JCS.
- 4.26 The Council is satisfied with the applicant's review of existing and proposed employment land and the conclusion that, due to the constraints identified in that review, these sites are not suitable for this Development (Pegasus Employment Land Statement 2019).
- 4.27 In this context, the Council had regard to the following material considerations:

- 4.27.1 Supporting paragraph 8.16 to Policy 23 states that the list of committed strategic sites is not exhaustive.
 - 4.27.2 The land supply figures in the ELR are quantitative, not qualitative and relate to the supply of employment land across all 'B' class uses, not only logistics.
 - 4.27.3 The Commercial Property Market Final Report (May 2018) which supported the ELR recognises that one of Corby's competitive advantages is its ability to provide very large units of over a million sq ft, making it one of a very few competing locations in the country or the region that could capture such demand.
 - 4.27.4 The Commercial Property Market Final Report (May 2018) also concludes that the application site (Land at Geddington Road (ELR03)) is attractive for employment use and provides an exceptional opportunity for a strategic distribution scheme.
 - 4.27.5 At the time the ELR was carried out there was no market rationale to allocate additional sites for this type of development. However, the applicant has subsequently demonstrated demand for an extra large logistics centre in this location – refer to Appendix 1 (Market Report) of the Pegasus Employment Land Statement 2019.
 - 4.27.6 An important global logistics operator has agreed terms for part of the Development, evidencing the deliverability of the Development in current market conditions, contrary to the earlier findings in the ELR.
- 4.28 For the reasons set out above, the Council is confident in its decision to grant permission for this strategic scale employment scheme in this location and at this time.
- 4.29 **Policy 24 - Logistics**
- 4.30 As indicated above and examined in detail in the Second Addendum to the Committee Report, the Development achieves a high degree of conformity with Policy 24 (Logistics).
- 4.31 Policy 24 sets out a number of criteria (a) to (g) which need to be satisfied for full policy conformity. In this case, areas of non conformity are overcome through the planning conditions and s106 planning obligations, which constitute material planning considerations, as follows:
- 4.31.1 Criterion (a) provides that subject to market demand and viability, strategic distribution developments (involving individual units of 9,300sqm or more floorspace) should also include the provision of a proportion of floorspace in the form of smaller employment units. In this respect, the size of units comprised in the Development will be driven by the market and assessed in the context of the reserved matters applications, in accordance with the applicant's delivery strategy which is appended to the draft s106.
 - 4.31.2 Criterion (b) provides that the development should have good access to the strategic road network with priority given to the development of freight consolidation centres and sites which can be served by rail freight and operate as inter-modal terminals. Long term opportunities to provide facilities for transferring freight delivery to rail will be safeguarded. In this respect, the Development site is not served by rail freight and therefore does not attract preferential treatment under Policy 24 (b), but it is accessible to the strategic road network. The policy is not restrictive.
 - 4.31.3 Criterion (c) provides that the development should have good access to local labour supply and be accessible to the local workforce through public

transport, walking and cycling. In this respect, the Development site has good access to local labour supply but is not particularly accessible through public transport or by walking and cycling. To address this issue:

- A s106 obligation requiring the funding or provision of public transport measures is in the process of being agreed with the applicant and the County Council ("the **County**") – see table of obligations below.
- End-users for each phase are required, under the planning conditions, to submit to and secure the County's approval of travel plan which incentivises the use of sustainable modes of transport.

4.31.4 Criterion (d) requires the development to achieve the highest possible standards of design and environmental performance through maximising the use of sustainable design and construction techniques. In this respect, the Council has imposed a planning condition requiring the Development to achieve a BREEAM Very Good rating and the draft s106 agreement also secures compliance with sustainable construction measures consistent with this planning condition.

4.31.5 Criterion (e) requires logistics proposals to be situated in locations which allow 24 hour operations with acceptable environmental, community and landscape impact. In this respect, the Council is satisfied that 24 hour operations are permissible in this location, as demonstrated by the adjoining Midlands Logistics Park development. As set out in the Committee Report, the landscape effects of the Development are considered to be acceptable, following the imposition of planning conditions which mitigate such impacts (for example, CEMP and LEMP).

4.31.6 Criterion (f) requires logistics proposals to provide sufficient infrastructure to mitigate highways impacts. In this respect, the detailed mitigation package will be assessed at the reserved matters stage and will be secured through "monitor and manage" planning conditions and obligations. These require a transport assessment to be agreed with the County prior to the commencement of each phase of the Development and mitigation works required under such transport assessment to be completed prior to the occupation of each phase. Intra-phase monitoring and post-phase monitoring are also secured (see Appendix 4).

4.31.7 Criterion (g) requires the development to address the local operational requirements of HGV parking arising from the development or demonstrate that suitable adequate alternative accessible parking is available. In this respect, the Development site is self contained and provides adequate parking for HGVs, which is controlled by planning condition.

4.32 On this basis, the Council is satisfied that the Development achieves conformity with Policy 24 through the effective use of planning conditions and s106 planning obligations.

5. MATERIAL PLANNING CONSIDERATIONS

5.1 Planning Conditions and s106

5.2 The mitigation secured through planning conditions and s106 obligations are important material considerations ensuring the development is acceptable in planning terms.

5.3 A draft s106 agreement is enclosed with this statement of material considerations as **Appendix 3**. This is still a working draft (albeit with many principles approved) which is in the process of being finalised with the applicant and the County. It is being

supplied to the Secretary of State to further indicate the effect of the heads of terms approved by Committee (see Second Addendum to the Committee Report). A brief summary of the key obligations is provided in the table below:

Obligations enforceable by the Council		
Obligation	Quantum, Trigger, Purpose	Status
Logistics and Construction Training – Financial Contribution	Gross Unit floorspace (GEA) (sqm) x £0.32 Index Linked Prior to commencement of any phase Purposes consistent with paras 1 and 2 of Appendix 1	Phased payment and formula agreed
Construction Training	Programme to be agreed prior to commencement of any phase Principles set out in para 3 of Appendix 1	Agreed
Logistics Training	Programme to be agreed prior to occupation of any phase Principles set out in para 4 of Appendix 1	Agreed
Community Impact Mitigation	Gross Unit floorspace (GEA) (sqm) x £3.81 Index Linked Prior to commencement of any phase Towards the following community purposes: (i) community facilities provision, improvements, management and maintenance; (ii) community public realm provision, improvements, inspection and maintenance; (iii) community path and signage provision, improvements, management and maintenance; (iv) traffic calming measures along roads through and approaching communities; (v) community infrastructure and electronic communications provision, improvements, management and;	Phased payment and formula agreed Purposes agreed in principle

	(vi) community carbon offset or reduction measures	
Nature Scheme / Biodiversity Mitigation	Enhancements to local green infrastructure	Agreed in principle Specific enhancements are being finalised.
Obligations enforceable by the County		
Obligation	Trigger	Status
Update transport assessment and carry out updates to access and mitigation works approved prior to commencement	If a transport assessment for a subsequent phase is approved before approval of a monitoring report for the preceding phase Update works to be completed in a timescale which is being discussed	Principle agreed by the County and the applicant (whether to be included via a planning condition or a s106 planning obligation is being discussed).
Intra Phase Monitoring	Monitoring of transport effects generated by the Development to be carried out between first and final occupation of the Development (if required)	Principle agreed by the County and the applicant (whether to be included via a planning condition or a s106 planning obligation is being discussed).
Residual Mitigation Measures and Security	If residual mitigation measures are required pursuant to intra phase monitoring these are to be completed prior to first occupation of the subsequent phase (or a later timeframe agreed in writing by the County)	Principle agreed with the County and the applicant – mechanism and nature of security are being discussed
Travel Plan	Travel Plan is secured under planning condition; the s106 secures a monitoring fee be paid to the County	Fee to be confirmed
Public Transport Service	To provide or fund the provision of a public transport service to and from the Development in accordance with an agreed strategy	Principle of a bus service agreed by applicant The exact mechanism to secure the delivery of the bus service is being discussed

5.4 The planning conditions as approved by Committee have been updated for consistency and to consistently refer to the phased implementation of the Development. Other minor amendments have been made, principally to the monitor and manage conditions (16-23, as renumbered) to ensure the Development is fully implementable. The updated conditions and explanatory note of changes are enclosed as **Appendix 4**.

5.5 **Employment creation**

5.6 Finally, the Council attributes important weight to the contribution this Development can make towards the Council's Growth Agenda and the creation of new employment opportunities, consistent with the Government's aspirations for employment growth, particularly in these challenging economic times.

5.7 As set out in the Second Addendum Report, the overall employment targets in Policy 23 have not been met in Corby and this Development affords an opportunity to address this shortfall.

5.8 The economic benefits of the scheme are highlighted in the Committee Report and identified in detail in the applicant's Economic Case For Developing New Warehouse And Office Space (December 2019). In particular, but without limitation, the Council has had regard to the following socio-economic benefits as material planning considerations in relation to the Development:

5.8.1 to reduce commuting out of Corby and to retain skills and work near new homes;

5.8.2 to support over 2,000 temporary jobs per annum during the construction phase;

5.8.3 to provide circa 7,000 full-time equivalent jobs once the scheme is fully operational;

5.8.4 to provide a mix of jobs at different qualification levels including an estimated:

- 1,235 on-site jobs for people with a degree or higher;
- 1,428 on-site jobs will be for people with A levels or equivalent;
- 3,931 jobs for persons ranging from no qualifications and up to GCSE level;
- 770 on-site jobs could require no formal qualifications;

5.8.5 to provide a £205m per annum wage bill, with salaries likely to be higher than the overall total for all workers in the East Midlands.

5.8.6 to give rise to multiplier effects in economic activity in the area.

5.8.7 to pump prime other developments, in particular through road infrastructure improvements.

6. **CONCLUSION**

6.1 In conclusion, the Council considers that planning decisions need to be flexible enough to accommodate needs not anticipated in the plan and to respond to changes in economic and other circumstances. The Development contributes towards the vision and outcomes of the JCS and achieves overall conformity with the plan read as a whole. Some areas of tension with the JCS are acknowledged, but are considered to be largely overcome within the terms of the development plan policies themselves. Any residual conflict with the development plan is, in the Council's opinion, overcome or outweighed through the effective use of planning conditions and s106 planning obligations and by the significant economic benefits of the Development as set out in this statement.

6.2 The Development represents a catalyst for economic prosperity and employment opportunities in a time where it is much needed. The Secretary of State is respectfully requested not to exercise his discretion to call in this application and to allow the Council to positively determine this application in support of its Growth Agenda for Corby.

APPENDIX 1 REPRESENTATIONS SINCE 29 JUNE 2020

Application Reference: 18/00817/OUT

Development of land for employment use (use classes B1 / B2 and B8) with ancillary parking highway infrastructure engineering works (ALL MATTERS RESERVED) at Cowthick Plantation, Stamford Road, Stanion, Corby

Representations received since Committee on 29 June 2020 - as at 1 October 2020

From & Date	Summary of Concern	Council response ¹
<p>CPRE Northamptonshire 1 August 2020</p>	<ul style="list-style-type: none"> • Impact on open countryside • Creates precedent south of Weldon which is within A43/4300 road system • Development at the head of a green infrastructure corridor renders the designation meaningless • Visual impact and insufficient screening • Increased vehicular movements with adverse effects on existing settlements • Adverse effect on existing natural habitats and linkages to other habitats • Urban sprawl • No need for new industrial buildings or for large logistics storage 	<ul style="list-style-type: none"> • Open countryside – MR 8.19 – 8.31, MR 8.100 • Weldon precedent – MR 5.77 plus planning condition discouraging routing through Weldon • Green infrastructure – MR 8.38 and discussion of Policy 19 in A2 para 11 • Visual impact – Revised LVIA requested; MR 8.19-8.31; reserved matters to conform with LVIA; planning conditions restricting size and scale • Traffic – MR 88.66; A2 para 8; monitor and manage conditions • Scale - planning conditions restricting floorspace and height • Habitats - planning conditions securing LEMP, CEMP and BMS; additional enhancement under s106 • Sprawl – MR 1.5 • Employment need – see consideration of ELR in e.g. MR 8.8-8.10 and MR 8.39-8.48
<p>Julian Taylor 18 August 2020</p>	<ul style="list-style-type: none"> • Lack of consultation with residents in villages close to or on A43 • Unacceptable increase in traffic and the subsequent impact on residents in surrounding settlement • Environmental, safety and noise impacts 	<ul style="list-style-type: none"> • Public consultation via two rounds of site and press notice, in line with DMPO and Council's SCI • Traffic – MR 88.66; A2 para 8; monitor and manage conditions • Safety - monitor and manage conditions secure County approval of highway safety matters • Noise - MR 8.82-8.84 etc. • Environment – EIA, planning conditions and s106 (discussion throughout MR)
<p>Duddington-with-Fineshade PC 19 August 2020</p>	<ul style="list-style-type: none"> • Not included in statutory consultee process • Concerns about increase in HGV movements and traffic on A43, A14 and A6116 	<ul style="list-style-type: none"> • Consultation - statutory consultation in line with DMPO • Traffic - as above • Noise - as above • Junction impacts – will be assessed under transport assessments to be submitted before commencement of any phase under the monitor and manage conditions, as well as under

¹ Paragraph references are to the officer reports to Committee as follows: Main Report (MR), First Addendum Report (A1), Second Addendum Report (A2)

From & Date	Summary of Concern	Council response ¹
	<ul style="list-style-type: none"> • Traffic impacts on A43 together with those generated by Wakerley Quarry • Noise issues • Substandard junctions • Request for review of and upgrades to road junctions 	<ul style="list-style-type: none"> • related s106 obligations (refer to Appendix 4) • Junction upgrades - will be secured (as necessary) under monitor and manage conditions and related s106 obligations (refer to Appendix 4)
Stanion PC 21 August 2020 (with attachment dated 24 June 2020)	<ul style="list-style-type: none"> • New notices to correct procedural error under DMPO • Concern that SoS consultation requirement communicated at Committee rather than in officer report • Councillor who seconded the motion to approve the application left meeting without prior notice or permission – length of time is irrelevant • Lack of empirical information behind proposed highway / junction improvements • Not clear how highway improvements will be resourced or funded • Failure to draw Members' attention to CIL Reg 122 and the fact that a reserved matters application is not a planning permission (attaching email from 24 June 2020) • Request for new meeting of DCC to discuss matters raised 	<ul style="list-style-type: none"> • New notices - to comply with the Direction the Council re-advertised the Development using a form of notice at Schedule 3 of the DMPO • SoS consultation - key is that Members were informed of consultation requirement under the Direction • Absent Councillor - Councillor had a swift comfort break; duration is relevant • Highway mitigation - A2 para 8; also refer to discussion of monitor and manage conditions and s106 obligations in Appendix 4 • Resourcing of highway improvements – these will be delivered under planning conditions and s106 obligations; it is likely that the developer will enter into a s278 highway agreement with the County to secure most of these improvements; this will govern funding and provide safeguards against developer default; a parallel security mechanism for residual impacts is proposed under the s106 (refer to Appendix 4) • CIL Reg 122 <ul style="list-style-type: none"> ○ S106 obligations are being assessed for CIL Reg 122 compliance and final obligations will be accompanied with CIL compliance statement ○ NB: the representation of 24 June attached to this representation was sent directly to Councillors so Members were on notice of this line of objection ○ In general, Members have sufficient experience to understand the legal requirements around s106 planning obligations ○ To ensure the highway mitigation secured in connection with this Development is necessary, directly related and fairly and reasonably related in scale and kind to the Development it is appropriate, as full impacts are at this stage unknown, to determine the quantum of mitigation at the reserved matters stage – the planning conditions provide that the development phases cannot commence until this full impact assessment has been carried out and the mitigation has been approved by the Council and the County – this is an appropriate use of Grampian conditions
Robert Dixon 21 August 2020	<ul style="list-style-type: none"> • Concern about press notice after Committee • Traffic generation especially HGV • Effects on A6116, and A43 which are unsuitable for HGV • Insufficient highway information provided to County • Concern about monitor and manage 	<ul style="list-style-type: none"> • See above • Also, EIA Regulations allow Council to request further environmental information at reserved matters stage

From & Date	Summary of Concern	Council response ¹
	<p>approach and linked s106 obligations to secure phased highways infrastructure and junction improvements being approved by Committee without Committee knowing the details of the improvements</p> <ul style="list-style-type: none">• Concern that s106 contributions cannot be CIL Reg 122 compliant as quantum should be known now rather than at reserved matters stage	

APPENDIX 2 SEQUENTIAL TEST

**PLANNING APPLICATION FOR DEVELOPMENT OF
LAND FOR EMPLOYMENT USE TOGETHER WITH
ANCILLARY PARKING, HIGHWAY
INFRASTRUCTURE, ENGINEERING WORKS,
LANDSCAPING AND ANCILLARY WORKS**

SEQUENTIAL TEST

**COWTHICK PLANTATION, STAMFORD ROAD,
NORTHAMPTONSHIRE**

ON BEHALF OF GREATLINE DEVELOPMENTS LTD

**TOWN & COUNTRY PLANNING ACT 1990 (AS AMENDED)
PLANNING AND COMPULSORY PURCHASE ACT 2004**

Prepared by: Neil Tiley Associate RTPI

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DESIGN | ENVIRONMENT | PLANNING | ECONOMICS | HERITAGE

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1. INTRODUCTION

- 1.1 The proposed development at Cowthick Plantation includes 10,061m² of office floorspace. The NPPF defines offices as comprising a main town centre use.
- 1.2 Policy 12 of the North Northamptonshire Joint Core Strategy requires that a sequential test is undertaken in support of any proposals for main town centre uses outside of the defined town centre areas.
- 1.3 Similarly, paragraph 86 of the NPPF requires a sequential test in support of such proposals. It identifies that such uses should be located in town centres, then in edge of centre locations and only if suitable sites are not available (or expected to become available within a reasonable period) should out of centre sites be considered.

2. THE PROPOSED DEVELOPMENT

- 2.1 The proposed development is for a logistics park, with 97.5% of the proposed floorspace in Use Classes B2 and B8. A comparatively small element of the floorspace is proposed as office accommodation, including that which will be ancillary to the rest of the logistics park but also providing scope for suppliers and other supporting employers to be located in close proximity to the businesses that they support.
- 2.2 The site is not within a town centre or edge of centre location. Accordingly, it is necessary to consider whether there are any sequentially preferable sites in both of these areas that are suitable and available.
- 2.3 Using the approach adopted by the Council in Table 1.2 of the Employment Land Review Update of 2019 (ELRU), 10,061m² of office floorspace would require 2.52ha of employment land. The PPG (2b-011) identifies that it is not necessary to demonstrate that the precise scale and form of the proposed development could occur on a sequentially preferable site, but rather to consider the contribution that sequentially preferable sites could make to accommodate the proposed floorspace.

3. THE SEQUENTIAL TEST

- 3.1 The Council undertook an Employment Land Review in 2018 (ELR) and a subsequent Employment Land Review Update in 2019 (ELRU) which identify all of the potentially suitable employment sites across the Borough including for office accommodation.
- 3.2 The ELR identifies that office development in isolation is unviable owing to the current rents and capital values, and as such office accommodation is only likely to be viable as part of a mixed-use development, such as that proposed at Cowthick Plantation. In order to provide sufficient office floorspace to accommodate the suppliers and supporting businesses of the proposed logistics park it will therefore be necessary to consider whether any sequentially preferable sites are large enough not only to provide the necessary office floorspace but also a complementary mix of uses to ensure that the development of the site would be viable. It would therefore be likely that it would be necessary to identify sequentially preferable sites that could accommodate significantly more than 2.52ha of offices uses.
- 3.3 The ELR and the ELRU then identify 41 potential employment sites. Of these, only one is in a town centre, namely ELR16. This site is only 1.1ha and is unattractive for employment uses according to the ELRU. The ELR identifies that this site is unviable for office uses and the ELRU also indicates that this site is likely to be developed as a mixed-use development. It therefore does not offer a suitable or available site.
- 3.4 The ELR and ELRU also identify two edge of centre sites, namely ELR14 and ELR27. The ELRU indicates that both of these small sites are unattractive for employment use and that they are likely to be delivered for alternative uses. They do not therefore offer suitable sequentially preferable sites.
- 3.5 Of the 3 identified sequentially preferable sites, none of these offer suitable or available locations for the office accommodation proposed. Accordingly, the sequential test is passed. However, it is also appropriate to undertake a comparative assessment of the accessibility of out of centre sites in accordance with paragraph 87 of the NPPF.

4. COMPARATIVE ASSESSMENT

4.1 The PPG (2b-012) identifies that the sequential test should recognise that certain uses may have particular market and locational requirements which mean that they should be located on particular sites. Whilst the office accommodation proposed could be accommodated elsewhere, subject to their being sufficient suitable and available sites, there is clearly benefit in locating the suppliers and supporting businesses to the proposed logistics park as close as possible to the proposed logistics park, including as this will limit the need to travel between sites. Nevertheless, the remaining sites are considered below to identify if there are any locational advantages of locating the proposed office developments elsewhere that would over-ride these efficiencies.

4.2 Of the remaining 38 out of centre sites:

- the ELR and ELRU identify that some of these sites are unattractive for and offer a poor location for employment uses and so are not considered to offer suitable locations;
- the ELR identifies that some sites would be unviable for office uses;
- some of the sites are subject to live proposals/permissions for schemes for alternative uses and so are not available;
- some are identified as not being available for development during the plan period in the ELR and ELRU;
- some are subject to planning applications or permissions to accommodate particular employers and so are not available for the proposed floorspace;
- the ELR identifies that some are reserved by employers to meet their own expansion needs and so are not available;
- the ELR identifies that some are only suitable for B2 or B8 uses; and
- the ELRU also identifies that one is blighted.

4.3 There are only 12 out of centre sites that are not subject to at least one of these constraints, including the application site. The other 11 are considered below.

4.4 ELR02 is only 0.2ha in size and so would not make a meaningful contribution to addressing the need for office accommodation to support the proposed logistics

park. It is located in close proximity to the proposed logistics park, but there would not be any clear benefit (although limited harm) to developing this site instead of providing the accommodation at the proposed logistics site.

- 4.5 ELR06 forms part of the West Corby Sustainable Urban Extension on the opposite side of Corby from the proposed logistics park. Whilst this site is suitable for B1 uses and the necessary office accommodation could be provided on this site, it is further from both the town centre and the public transport interchange of Corby Rail Station than the application site, and it would generate unnecessary road travel through the centre of Corby between suppliers/supporting businesses and the proposed logistics park.
- 4.6 ELR08 is only 0.5ha in size and it is equally as distant from the town centre and the railway station as the application site. As above, the provision of office accommodation in support of the logistics park at this site would generate unnecessary road travel through the centre of Corby as this site is located on the opposite side of the town. Furthermore, the ELRU indicates that this site may not be available.
- 4.7 ELR17 provides a 7.3ha site in relatively close proximity to the proposed logistics park. As its access would be not the A43 it would not be any more accessible to the town centre or the railway station than the application site. Accordingly, there is no clear benefit for seeking to relate the proposed office development to this location and it would be likely to generate additional short road travel to and from the site to the proposed logistics park.
- 4.8 ELR21 is identified in the ELR as being subject to proposals for B2 and B8 uses but that it has poor access. It would therefore appear that this site is unlikely to be suitable for office accommodation. This site is also the opposite side of the town to the proposed logistics park and so would be likely to generate unnecessary road travel. It is also no more accessible to the town centre or the railway station than the application site.
- 4.9 ELR24 is only 0.4ha in size and so would not be sufficient to accommodate the proposed office accommodation. It is also located to the far south of Corby, distant from the proposed logistics park and less accessible to the town centre or railway station.

-
- 4.10 ELR25 is 1.1ha in size and is immediately adjacent to the proposed logistics park. The provision of office accommodation at this site would therefore be equally as sustainable but no more so than the provision of office accommodation at the application site.
- 4.11 ELR28 is owned by Tata, who are looking to dispose of the site for B2 or B8 uses according to the ELR. Therefore, this does not provide a site that is available for office accommodation.
- 4.12 ELR31 is being developed as a logistics park including office accommodation, similar to that proposed at Cowthick Plantation. It is in very close proximity to the application site and provides the opportunity to accommodate some of the suppliers and supporting businesses to the proposed logistics park. However, Midlands Logistic Park (ELR31) has been designed to provide sufficient office accommodation to meet its own needs as is the case on the proposed development. The office accommodation in each may be used flexibly to support the businesses in the other but the entirety of this office accommodation is required across both sites.
- 4.13 ELR32 is a site which the ELR identifies will be attractive to B2 uses including because of the surrounding uses and the costs associated with remediating the contaminated land. This is therefore unlikely to be suitable for the office accommodation proposed.
- 4.14 ELR35 is a small site of 0.6ha located to the south of Corby. It does not have the capacity to accommodate the proposed office accommodation and would generate unnecessary road travel through the centre of Corby between the site and the proposed logistics park.
- 4.15 In summary, each of the potentially suitable and available out of centre locations is either less well or at least no more accessible to the town centre or railway station than the application site, and/or it would be likely to generate unnecessary and unsustainable road travel through Corby, and/or it is unsuitable for office accommodation, and it would not provide the efficiencies associated with co-locating suppliers and supporting businesses on-site.

5. CONCLUSIONS

- 5.1 The preceding sequential test identifies that there are very few sequentially preferable sites to the application site and that each of these is unsuitable and/or unavailable for the proposed office accommodation. Accordingly, the sequential test has been passed.
- 5.2 Furthermore, the preceding comparative assessment indicates that the benefits associated with co-locating suppliers and supporting businesses in office accommodation on the proposed logistics park in a location that is as accessible to the town centre as many of the limited number of potentially suitable and available out of centre sites, and which will limit the number of journeys between business by road, is likely to outweigh any benefits of accommodating these offices elsewhere.

APPENDIX 3 DRAFT S106 AGREEMENT

WITHOUT PREJUDICE - WORKING DRAFT

DATED _____ 2020

Draft (7): 30/09/20
LH19/669673.07007/RDF

(1) MULBERRY COMMERCIAL DEVELOPMENTS LIMITED

(2) CORBY BOROUGH COUNCIL

(3) NORTHAMPTONSHIRE COUNTY COUNCIL

**PLANNING AGREEMENT
SECTION 106
TOWN AND COUNTRY PLANNING ACT 1990**

relating to the development of land south of at
Cowthick Plantation, Stamford Road, Stanion,
Corby in the County of Northamptonshire

Reference: 18/00817/OUT

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THIS AGREEMENT is made on [REDACTED] 2020

AMONG:-

- (1) **MULBERRY COMMERCIAL DEVELOPMENTS LIMITED** (company registration number 04771583) whose registered office is at Nene House, 4 Rushmills, Northampton, England, NN4 7YB (the "**Owner**");
- (2) **CORBY BOROUGH COUNCIL** whose registered office is at The Corby Cube, George Street, Corby, Northants, NN17 1QG (the "**Council**"); and
- (3) **NORTHAMPTONSHIRE COUNTY COUNCIL** whose registered office is at County Hall, Northampton, NN1 1ED (the "**County Council**").

WHEREAS:-

- (A) The Council is the Local Planning Authority pursuant to section 1 of the Planning Act for the purposes of this Agreement for the area within which the Land is situated.
- (B) The County Council is the highway authority and the education authority for the purposes of this Agreement for the area within which the land is situated.
- (C) The Owner is the owner in fee simple in possession of the Land under Title Number NN293319 and NN330192.
- (D) The Planning Application has been made by the Owner (known as Greatline Developments Limited at the time that the Planning Application was made) to the Council for planning permission to carry out the Development.
- (E) The Council is minded to grant the Planning Permission subject to Planning Conditions and subject to the parties entering into this Agreement without which the Planning Permission would not have been granted.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATION**

Comment [A1]: All County definitions subject to legal review

1.1 In this Agreement (including for the avoidance of doubt the Recitals hereto) the following expressions shall have the following meanings:-

"Agreement"	means this deed including its Recitals, Schedules, Annexures and Plans
"Beneficial Occupation"	means the occupation of any Unit or Units or any part of any Unit or Units comprising the Development for the use or uses authorised by the Planning Permission and " Beneficially Occupied " shall be construed accordingly
"Commencement of Development"	means the time when the Development (other than any Preparatory Operation) is begun by the carrying out of any of the operations specified in section 56(4) of the Planning Act pursuant to the Planning Permission and " Commence " or " Commenced " shall be construed accordingly
"Community Impact Mitigation Purposes"	means all or any of the following to mitigate the impacts of the Development, including catering for increased demand on community services and facilities as a result of the direct or indirect effects of the Development:-

- i. community facilities provision, improvements, management and maintenance;
- ii. community public realm provision, improvements, inspection and maintenance;
- iii. community path and signage provision, improvements, management and maintenance;
- iv. traffic calming measures along roads through and approaching communities;
- v. community infrastructure and electronic communications provision, improvements and management and maintenance;
- vi. community carbon offset or reduction measures

"Community Impact Mitigation Contribution"

means the sum calculated in accordance with paragraph [8.1 of Schedule 1] to be paid to the Council towards the Community Impact Mitigation Purposes

"Construction Training Programme"

means a programme in accordance with that outlined in paragraph [3] of Appendix 1, to include:-

- (a) measures to facilitate an enhanced understanding of different development construction skills; and
- (b) measures to engage with Tresham College (or such alternative training provider as may from time to time be agreed with the Council) to provide a formal programme of construction education for students such programme may include (i) site visits (ii) project briefings with main contractors and / or (iii) technical workshops

"Contributions"

means the Travel Plan Monitoring Contribution, the Logistics and Construction Training Contribution, the Community Purposes Contribution

"Delivery Strategy"

means the broad strategy for bringing forward the Development comprised of different employment land uses as set out in Appendix 2 or such amendment or replacement strategy as may be approved by the Council in writing in connection with its approval of the Reserved Matters Application or otherwise

"Development"

means the development of the Land pursuant to the Planning Permission for employment use (use classes B1/B2 and B8) with ancillary parking highway infrastructure engineering works

"Escrow Account"

means an interest bearing account in the name of the County Council where all interest that accrues from time to time in respect of the account's credit balance shall be deemed to be part of that balance

"Final Certificate"

means the certificate issued by the County Council in respect of the Residual Mitigation Measures following expiry of the Maintenance Period and inter alia satisfactory

completion of any remedial works required by the County Council and "**Final Certification**" shall be construed accordingly

"First Occupation" means the first date upon which a Phase or the Development (as context requires) is first Beneficially Occupied pursuant to the Planning Permission and the term "**First Occupied**" shall be interpreted accordingly

"Full Occupation" means the first date on which at least 90% of the floorspace comprised in a Phase or the Development (as context requires) has been Beneficially Occupied and the term "**Fully Occupied**" shall be interpreted accordingly

"Index Linked" means increased by applying the percentage increase (if any) in the RICS Building Cost Information Service All-items Tender Price Index or, in the event that the said index ceases to be published, such other equivalent index as may be agreed in writing by the Owner and the Council or in default of agreement to be determined in accordance with Clause 9 of this Agreement from the date of this Agreement to the date of payment

"Intra Phase Monitoring" means the monitoring of the effectiveness of the Mitigation Measures carried out between First Occupation of a Phase and Final Occupation of a Phase in accordance with paragraph [] of Schedule 1

"Intra Phase Monitoring Notice" means the notice to be served by the Owner on the County Council pursuant to paragraph [2.2] of Schedule requesting the County Council to confirm in writing whether or not it requires Intra Phase Monitoring to be carried out in respect of that Phase

"Intra Phase Monitoring Report" means the report presenting the results of the Intra Phase Monitoring submitted to and approved by the County Council under paragraph [2.8] of Schedule 1

"Intra Phase Monitoring Scope" means the scope, format, times and duration for the Intra Phase Monitoring to be submitted to and approved by the County Council under paragraph [2.5.1] of Schedule 1

"Land" means the land edged red on Plan A that is the subject of the Planning Permission and bound by the obligations in this Agreement

"Landscape, Ecological Access and Management Plan" *[placeholder if required following detailed review of LEMP condition]*

"Logistics and Construction Training Contribution" means the sum calculated in accordance with the formula in paragraph [4.1] of Schedule 1 to be paid to the Council towards the Logistics and Construction Training Contribution Purposes

"Logistics and Construction Training Contribution Purposes" means construction or logistics skills courses and apprenticeships or related measures consistent with the broad principles set out in Appendix 1

"Logistics Training" means a programme in accordance with that outlined in

"Programme"	paragraph [4] of Appendix 1, to include measures designed to encourage engagement between occupiers of the Development and local providers of logistics training and / or recruitment programmes
"Maintenance Period"	means the defects monitoring and correction period between Practical Completion of the Residual Mitigation Measures and adoption of the Residual Mitigation Measures as highway maintainable at the public expense
"Mitigation Measures"	means the highway junction and network capacity mitigation measures (including but not limited to walking, cycling, connectivity and public transport enhancements) to address the Transport Effects required under the Phased Transport Assessments
"Nature Scheme"	means a scheme delivering enhancements to the local green infrastructure on the Land or in the vicinity of the Development in accordance with paragraph [10.1] of Schedule 1
"Phase"	means any phase of the Development to be approved pursuant to Planning Condition [4] to the Planning Permission
"Phased Monitoring Reports"	means the post Beneficial Occupation surveys, counts and reports assessing the performance of the Mitigation Measures submitted to and approved by the Council (in consultation with the County Council) under Planning Conditions [17, 19, 21 and 23 and 23B mutatis mutandis]
Phased Transport Assessments	means the assessment of Transport Effects in connection with each Phase of the Development to be submitted to and approved by the Council (in consultation with the County Council) under Planning Conditions [16, 18, 20, 22]
"Plan A"	means the plan annexed to this Agreement and marked as Plan A
"Planning Act"	means the Town and Country Planning Act 1990 including any statutory modification or any successor thereto
"Planning Application"	means the planning application for the Development assigned Council reference number 18/00817/OUT
"Planning Condition"	means a condition attached to the Planning Permission (or equivalent or replacement condition attached to a S73 Permission)
"Planning Permission"	means the planning permission granted by the Council pursuant to the Planning Application
"Post Occupation Monitoring"	means monitoring of the Transport Effects following Beneficial Occupation of a Phase carried out pursuant to Planning Conditions [19, 21, 23]
"Practical Completion"	means practical completion of the Residual Mitigation Measures confirmed by the certificate or certificates issued by the County Council

"Preparatory Operation"	means an operation or item of work of or connected with or ancillary to: <ul style="list-style-type: none"> (a) Archaeological investigation; (b) Exploratory boreholes and trial pits; (c) Survey of existing structures; (d) Site clearance and excavation (including associated temporary works) and / or site preparation; (e) Site reclamation and site remediation works; (f) Any preliminary landscaping which is not part of a Phase;
"Public Transport Service "	means an agreed level of public transport provision to and from the Development along a prescribed route and at an agreed time, duration and frequency as set out in the Public Transport Strategy
"Public Transport Service Strategy"	means the strategy to be submitted to and approved by the County Council in accordance with paragraph [4] of Schedule 1
"Reserved Matters Application"	means an application for reserved matters submitted to the Council pursuant to the Planning Permission
"Residual Mitigation Measures"	means the additional mitigation measures identified as necessary pursuant to the Intra Phase Monitoring to effectively mitigate the Transport Effects
"Residual Mitigation Measures Sum"	means the sum agreed with the County Council under paragraphs [1.4 to 1.5] of Schedule 1 representing the reasonable worst case estimate of the cost of the likely Residual Mitigation Measures required in connection with each Phase
"S73 Permission"	means a planning permission granted under Section 73 of the Planning Act to carry out the Development otherwise than in accordance with Planning Conditions originally approved
["Security"	means a cash deposit in an Escrow Account or a performance bond from a surety or bondsman approved by the County Council]
"Sustainable Construction Methods"	means energy and resource efficient construction methods endorsed by national trade associations and compatible with achieving compliance with the requirements of Planning Conditions [38] to [40]
"Transport Effects"	means without limitation the transport effects of the Development to be assessed under the Phased Transport Assessments (and updates thereto) in accordance with the Planning Permission including and not limited to:

Comment [A2]: County Council checking against s278 protocol

- The realigned Stamford Road priority junction
- A43/A6116/A4300/Long Croft Rd junction (800 two-way flow at A43 arm).
- A427/A6086 junction (100 two-way flow at A6086 South arm).
- A427/A43/Corby Rd junction (40 two-way flow at A43 South arm).
- A43/A6003 junction (400 two-way flow at A43 North arm).
- Crucible Road priority junction
- Gainsborough Road priority junction
- A43/A6116/ Long Croft Rd junction
- A427/A6086 junction
- A427/A43/Corby Rd junction
- A43/A6003 junction
- A14 junction 12 with A6116
- A43/ Prologis Park / Weekley Wood Avenue
- A43/ Rockingham Road/ A6183
- A14 Junction 7
- A43/A6116 Arnsley Road
- A6116 junctions between the A43/A4300 and the A14

"Travel Plan" means a travel plan or plans to be submitted to and approved by the Council under Planning Condition [24] containing appropriate measures to encourage the use of means of transport other than private motor vehicles and which shall also include targets to reduce single private car occupancy during peak hours to be achieved over the Travel Plan Monitoring Period

"Travel Plan Monitoring Contribution" means the sum of [£] Index Linked to be paid [in accordance with paragraph [3] of Schedule 2 to the County Council

"Travel Plan Monitoring Period" means the period specified in the Travel Plan to be approved under Planning Condition [24]

"Unit(s)" means any building to be erected on the Land as part of the Development and authorised pursuant to a Reserved Matters Application [but not including any buildings that are ancillary to the primary employment uses]

"Updated Transport" means a Phased Transport Assessment which has been updated by the Owner to have regard to the findings of the

Assessment"	Phased Monitoring Report for the preceding Phase
"Update Works"	means alternative, additional or remedial works to the access works and mitigation works approved under Planning Conditions [18, 20, 22]
"Working Days"	means Monday to Friday inclusive but excluding days which are public holidays (Christmas Eve, Christmas Day, Boxing Day, Good Friday, Easter Monday and any other statutory bank holiday)

1.2 In this Agreement:-

- 1.2.1 words importing the masculine gender shall be deemed to include the feminine and the neuter and the singular the plural and vice versa and words denoting natural persons shall include legal persons and vice versa unless the contrary is expressly provided or the context otherwise requires;
- 1.2.2 obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally provided that no person shall be liable in respect of any breach (and for this purpose breach shall include the failure to perform any positive obligation) other than in respect of land in his legal or beneficial ownership;
- 1.2.3 any reference to any numbered Clause or Sub-Clause or to a Schedule is (except where indicated to the contrary) a reference to the corresponding Clause or Sub-Clause or a Schedule to this Agreement;
- 1.2.4 any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being in force;
- 1.2.5 the Clause headings in this Agreement are for ease of reference only and shall not affect the construction thereof;
- 1.2.6 the expressions the "**Council**", the "**County Council**" and the "**Owner**" shall where the context so admits include their respective successors and assigns or, in the case of the Council or the County Council, any successors to any of their relevant statutory functions;
- 1.2.7 no failure or delay by the Council or County Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude or otherwise fetter any further exercise of the same or for some other right or power of the relevant Council officers or County Council officers; and
- 1.2.8 each of the parties to this Agreement shall act in good faith and shall co-operate with each of the other parties to facilitate the discharge and performance of all obligations on them contained in this Agreement and the Owner shall comply with any reasonable requests of the Council and the County Council to provide documentation within its possession within 14 days of a written request (such documentation to be provided by the Owner at its own expense) for the purposes of monitoring compliance with the obligations contained in this Agreement.

2. **STATUTORY BASIS**

- 2.1 This Agreement is made pursuant to section 106 of the Planning Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and in pursuance of all other powers enabling the parties hereto with the intention that the covenants and restrictions are planning obligations and are enforceable by the Council and the County Council as applicable.

2.2 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of their statutory powers, duties, functions or discretions in relation to the Land or otherwise.

3. **PLANNING OBLIGATIONS**

3.1 All of the obligations created by this Agreement are planning obligations for the purposes of section 106 of the Planning Act and are enforceable by the Council and the County Council.

3.2 To the extent that any of the obligations are not planning obligations within the meaning of the Planning Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 or section 1 of the Localism Act 2011 and all other enabling powers.

4. **CONDITIONALITY**

This Agreement is conditional upon:-

4.1 the grant of the Planning Permission; and

4.2 the Commencement of Development,

save for the provisions of Clauses [1, 4, 9, 10, 12, 13, 14, 15, 17 and 18] which shall take effect on the date hereof.

5. **THE OWNER'S COVENANTS**

The Owner covenants with the Council and the County Council to comply with the obligations set out in Schedule 1.

6. **THE COUNCIL'S AND COUNTY COUNCIL'S COVENANTS**

6.1 The Council covenants with the Owner to comply with the obligations set out in Schedule 2.

6.2 The County Council covenants with the Owner to comply with the obligations set out in Schedule 2.

7. **INTEREST**

Should any of the sums payable by the Owner under this Agreement be more than 30 days in arrears then the sum payable shall attract interest calculated at a rate of 4% per annum above Barclays Bank Plc base rate on a daily basis from the day after it becomes due.

8. **REGISTRATION AS A LOCAL LAND CHARGE**

This Agreement is a local land charge and shall be registered as such by the Council.

9. **DISPUTES**

9.1 Any dispute (save for any disputes as to matters of law) shall be referred at any time by any party to the dispute to a person having appropriate professional qualifications and experience in such matters (the "**Expert**") (and which in the case of the obligations in paragraph [1 to 4] of Schedule 1 shall be the a member of CIHT and ICE) appointed jointly by the parties to the dispute or in default of agreement within five Working Days of either party to the dispute giving to the other a written request requiring the appointment of the Expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (and which in the case of the obligations in paragraph [1 to 4] of Schedule 1 shall be the President of CIHT and ICE) (as appropriate)

9.2

- 9.3 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.
- 9.4 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert:-
- 9.4.1 the charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct;
- 9.4.2 the Expert shall give each of the parties an opportunity to make representations to him before making his decision provided always that such representations will be made within 10 Working Days;
- 9.4.3 the Expert shall be entitled to obtain opinions from others if he so wishes;
- 9.4.4 the Expert shall be required to make his decision within 15 Working Days of any representations being made by the parties;
- 9.4.5 if the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party to the dispute may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary; and
- 9.4.6 the decision of the Expert must be given in writing setting out the reasons behind such decision.

10. **NOTICES**

- 10.1 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Agreement shall be in writing shall not be unreasonably withheld or delayed and shall be sent by recorded delivery to the following address of the relevant party:-
- 10.1.1 in the case of the Council to be addressed to the Head of Planning and Environmental Service, Corby Borough Council, Deene House, New Post Office Square, Corby, Northants, NN17 1GD, unless otherwise confirmed in writing;
- 10.1.2 in the case of the County Council to be addressed to the Distance Director, Environment, Planning and Transport, Northamptonshire County Council, One Angel Square, Angel Street, Northampton, NN1 1ED, unless otherwise confirmed in writing;
- 10.1.3 in the case of the Owner to its registered office or such other address as it shall provide in this regard; and

11. **MONITORING**

- 11.1 The Owner hereby covenants with the Council and County Council to serve written notice upon the Council and the County Council advising them of the date of Commencement of each Phase within 10 Working Days of the occurrence of the same provided that default in giving notice shall not prevent Commencement occurring.
- 11.2 For the purposes of monitoring compliance with this Agreement the Owner shall notify the Council and the County Council of First Occupation of each Phase within 10 Working Days of the occurrence of the same and further shall inform the Council and the County Council in writing within 10 Working Days of the occurrence of Full Occupation of each Phase.
- 11.3 The Owner agrees with the Council and the County Council to give the Council and the County Council written notice of any change in ownership of any of its interest in the Land occurring before all the obligations under this Agreement have been discharged. Such notice is to give details of the

new owner(s) full name and Registered Office (if a company) or usual address (if not a company), together with the relevant area of the Unit(s) by reference to a plan.

12. CONTINGENCIES

- 12.1 If the Planning Permission expires or is revoked or quashed or otherwise ceases to exist or is withdrawn before the Commencement of Development this Agreement (save for the provisions of Clause 15 which shall remain in force) shall cease to have effect and as from such time there shall be no further obligations on any party in relation to any matter that has occurred or may arise under this Agreement.
- 12.2 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 12.3 If any provision of this Agreement is or becomes illegal, void, invalid or unenforceable the legality and enforceability of the other provisions in this Agreement shall not be affected.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement or their successors in title or assigns shall have any rights under it nor shall it be enforceable by any person other than the parties to it or their successors in title.

14. VAT

- 14.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.
- 14.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then the extent that VAT has not been previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply is made and the VAT shall be paid accordingly.

15. COSTS

- 15.1 The Owner shall pay the Council's legal costs incurred in the negotiation preparation and execution of this Agreement.
- 15.2 The Owner shall pay the County Council's legal costs incurred in the negotiation preparation and execution of this Agreement.
- 15.3 The Owner shall pay to a monitoring fee of £[] ([] Pounds Sterling) to the Council prior to Commencement of Development to be used for monitoring and reviewing compliance with the terms of this Agreement, Planning Conditions and the impact of the Development.

16. CANCELLATION OF LOCAL LAND CHARGE

Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall on written request effect the cancellation of all entries made in the register of local land charges in respect to this Agreement.

17. JURISDICTION

- 17.1 This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

17.2 No waiver (whether expressed or implied) by the Council or the County Council of any breach or default by the Owner in complying with any obligation, covenant or undertaking in this Agreement will constitute a continuing waiver and no waiver will prevent the Council or the County Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Owner.

18. **MISCELLANEOUS**

No person shall be liable for a breach of covenant or other obligation contained in this Agreement after it shall have parted with all interest in the Land or that part of the Land in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant by such person prior to parting with such interest.

SIGNED BY or on behalf of by the parties on the date which first appears in this Agreement.

SCHEDULE 1

OWNER'S COVENANTS

1. HIGHWAY INFRASTRUCTURE AND JUNCTION CONTRIBUTION

1.1 Background

1.2 The parties hereto acknowledge and agree that:

1.2.1 a framework has been agreed through Planning Conditions [16 to 23B] to monitor and manage the Transport Effects of the Development which will be implemented in Phases;

1.2.2 the Transport Effects will be addressed through:

(a) Mitigation Measures secured pursuant to the Phased Transport Assessments;
and

(b) Residual Mitigation Measures established through Intra Phase Monitoring and secured pursuant to this Agreement

1.2.3 the Phased Monitoring Reports shall have regard to Intra Phase Monitoring Reports;

1.2.4 this Agreement provides a mechanism for securing:

(a) the Updated Transport Assessment and any Update Works;

(b) Intra Phase Monitoring and the Residual Mitigation Measures established through Intra Phase Monitoring.

2. The Owner covenants with the Council and the County Council to undertake and comply with the following provisions:-

2.1 Intra Phase Monitoring – Need and Scope

2.2 Prior to the Commencement of any Phase the Owner shall serve the Intra Phase Monitoring Notice on the County Council

2.3 The County Council shall respond to the Owner's Intra Phase Monitoring Notice within [6 weeks] of receipt confirming in writing whether or not Intra Phase Monitoring is required to be carried out in connection with that Phase

2.4 If the County Council does not respond to the Owner's Intra Phase Monitoring Notice within [6 weeks] of receipt Intra Phase Monitoring shall be deemed not to be required in connection with that Phase

2.5 In the event Intra Phase Monitoring is required by the County Council in connection with a Phase (the "**Relevant Phase**"):

2.5.1 Prior to Commencement of the Relevant Phase, to submit to the County Council for its written approval and secure the written approval of the County Council:

(a) the Intra Phase Monitoring Scope for the Relevant Phase

(b) the format the Intra Phase Monitoring Report for the Relevant Phase

2.6 **Intra Phase Monitoring**

2.7 To carry out the Intra Phase Monitoring in accordance with the agreed Intra Phase Monitoring Scope

2.8 On completion of the Intra Phase Monitoring in accordance with the Intra Phase Monitoring Scope, to submit the Intra Phase Monitoring Report to the County Council for its written approval and to obtain the County Council's written approval of:

2.8.1 the Intra Phase Monitoring Report

2.8.2 the Residual Mitigation Measures

2.9 **Residual Mitigation Measures**

2.10 In the event Residual Mitigation Measures are required pursuant to the approved Intra Phase Monitoring Report:

2.10.1 To carry out any Residual Mitigation Measures prior to the First Occupation of any subsequent Phase (or such later time as may be agreed in writing with the County Council)

2.10.2 The following provisions shall apply [(unless the County Council in its absolute discretion elects to accommodate the Residual Mitigation Measures in any agreement under section 278 of the Highways Act 1980 entered into in connection with the Mitigation Measures or otherwise in connection with the Development)]:

(a) Following Practical Completion of the Residual Mitigation Measures for any Phase, [80%] of the Security for that Phase shall be released by the County Council or at the Owner's discretion rolled forward towards the Residual Mitigation Measures Sum for the subsequent Phase

(b) Following Final Certification of the Residual Mitigation Measures for any Phase, the remaining [20%] of the Security for that Phase shall be released by the County Council to the Owner or at the Owner's discretion rolled forward towards the Residual Mitigation Measures Sum for the subsequent Phase

2.11 In the event that the Residual Mitigation Measures for that Phase are not carried out in accordance with the timeframes specified in paragraph [2.10.1] above the County Council may call upon the Security to carry out (or procure or fund the carrying out of) the Residual Mitigation Measures for that Phase

2.12 In the event the approved Intra Phase Monitoring Report establishes that no Residual Mitigation Measures are required in connection with the Relevant Phase the Security in respect of that Phase shall be released

2.13 **Residual Mitigation Measures Sum**

2.14 In the event Intra Phase Monitoring is required in connection with a Phase (the "**Relevant Phase**") the following shall apply:

2.14.1 Prior to the [Commencement] of the Relevant Phase to agree with the County Council the Residual Mitigation Measures Sum for the Relevant Phase

2.14.2 Not to [Commence] the Relevant Phase until the Residual Mitigation Measures Sum for the Relevant Phase has been agreed with the County Council

2.14.3 Prior to the First Occupation of the Relevant Phase to provide Security for the Residual Mitigation Measures Sum for the Relevant Phase

Comment [A3]: Trigger for Security TBD with County

2.14.4 Not to First Occupy the Relevant Phase unless and until Security has been provided for the Residual Mitigation Measures Sum for the Relevant Phase

2.15 The parties agree that the cost of the Owner's contribution to the Residual Mitigation Measures for a Phase shall not exceed the Residual Mitigation Measures Sum for that Phase

2.16 **Updates to Phase access works and Mitigation Measures following approval of Phased Monitoring Reports**

2.17 In the event the Phased Transport Assessment for any Phase (the "**Relevant Phase**") is approved before approval of the Phased Monitoring Report for the preceding Phase under the Planning Permission then the Owner shall:

2.17.1 as soon as reasonably practicable following approval of the Phased Monitoring Report for the preceding Phase, submit to the County Council for its written approval and obtain the County Council's written approval to the Updated Transport Assessment

2.17.2 Practically Complete any Update Works prior to First Occupation of the Relevant Phase (unless a longer timeframe to Practical Completion is agreed in writing by the County Council)

2.17.3 not Occupy or permit First Occupation of the Relevant Phase unless and until Update Works have been Practically Completed (unless a longer timeframe to Practical Completion is agreed in writing by the County Council)

3. TRAVEL PLAN

3.1 To pay the Travel Plan Monitoring Contribution Index-Linked to the County Council in accordance with the mechanism set out below []

3.1.1 []

4. [PUBLIC TRANSPORT SERVICE

4.1 Prior to Commencement of any Phase, to submit to the County Council for its written approval and secure the written approval of the County Council of the Public Transport Service Strategy

4.2 Not to Commence any Phase until the Public Transport Service Strategy in respect of that Phase has been approved by the County Council in writing

4.3 To procure Public Transport Services in accordance with the approved Public Transport Strategy]

Comment [A4]: detailed mechanism to be approved by the applicant

5. LOGISTICS AND CONSTRUCTION TRAINING CONTRIBUTION

5.1 To calculate the Logistics and Construction Training Contribution attributable to each Phase in accordance with the following formula:

Gross Unit floorspace (GEA) (sqm) x 0.32 Index Linked

5.2 To pay the Logistics and Construction Training Contribution attributable to each Phase to the Council prior to Commencement of Development in that Phase

5.3 Not to Commence Development or permit Commencement of Development of any Phase until the Logistics and Construction Training Contribution for that Phase has been paid to the Council.

5.4 *[rebalancing payment TBD]*

6. CONSTRUCTION EDUCATION

6.1 In respect of each Phase of the Development:

6.1.1 To submit to the Council for approval and obtain the written approval of the Council to a Construction Training Programme covering those elements set out in paragraph [3] of Appendix 1 prior to the Commencement of the construction of any Unit within a Phase and thereafter to carry out the measures in the approved Construction Training Programme for that Phase.

6.1.2 Not to Commence or permit the Commencement of the construction of any Unit within a Phase until a Construction Training Programme satisfying the requirements of paragraph [6.1.1] above has been approved in writing by the Council for that Phase.

7. LOGISTICS TRAINING

7.1 In respect of each Phase of the Development:

7.1.1 To submit to the Council for approval and obtain the written approval of the Council a Logistics Training Programme for that Phase covering those elements set out in paragraph [4] of Appendix 1 prior to First Occupation of that Phase and thereafter to use all reasonable endeavours to implement the said framework with the purpose of maximising opportunities for local recruitment and assisting in the development and delivery of logistics education programmes by education providers in connection with that Phase.

7.1.2 Not to First Occupy or permit First Occupation of that Phase until a Logistics Training Programme for that Phase covering those elements set out in paragraph [4] of Appendix 1 has been approved in writing by the Council.

8. COMMUNITY IMPACT MITIGATION CONTRIBUTION

8.1 To calculate the Community Impact Mitigation Contribution attributable to each Phase prior to the Commencement of that Phase in accordance with the following formula:

Gross Unit floorspace (GEA) (sqm) x £3.81 Index Linked

8.2 To pay the Community Impact Mitigation Contribution payable in respect of that Phase to the Council prior to First Occupation of that Phase.

8.3 Not to First Occupy or permit First Occupation of a Phase until the Community Impact Mitigation Contribution payable in respect of that Phase has been paid to the Council.

8.4 *[Rebalancing payment TBD]*

8.5 *[Parish Council bid mechanism TBD]*

9. SUSTAINABLE CONSTRUCTION METHODS

9.1 To use (and use all reasonable endeavours to procure that any third party uses) Sustainable Construction Methods when constructing the Development.

9.2 To submit to the Council for its written approval and obtain the written approval of the Council of a method statement setting out the Sustainable Construction Methods applicable to each Phase prior to Commencement of that Phase.

9.3 Not to Commence the Development in any Phase until the Council has approved the method statement for that Phase submitted pursuant to paragraph [8.2] above.

10. ECOLOGICAL ENHANCEMENTS

10.1 [*Landscape Ecological and Access Management Plan – requirement TBD*]

10.2 Prior to First Occupation of the Development to submit to the Council for approval and obtain the written approval of the Council of the Nature Scheme which is to include [a permissive nature trail through the retained plantation on the Land together with public information boards] [*study centre facility and educational programme with Wildlife Trust, Woodland Project or other body approved by Council TBD*].

11. DELIVERY STRATEGY

11.1 The Owner shall use all reasonable endeavours to comply with and procure compliance with the Delivery Strategy.

SCHEDULE 2

THE COUNCIL'S AND COUNTY COUNCIL'S COVENANTS WITH THE OWNER

1. The Council covenants with the Owner:-

- 1.1 to use all Contributions paid to the Council pursuant to this Agreement only for the purposes for which they are specified to be applied;
- 1.2 to provide to the Owner on request written confirmation and evidence (if requested and available) that the relevant Contributions paid to the Council have been used for the purposes outlined in this Agreement PROVIDED THAT such request is not made more than once every six calendar months; and
- 1.3 if any Contribution (or part thereof) which is paid to the Council has not been used for the purposes outlined in this Agreement within a period of 10 years after the payment of the respective contribution, the monies shall be repaid to the person that originally paid the Contribution provided that any monies paid to any other party pursuant to the terms of this Agreement shall be considered to have been used.

2. The County Council covenants with the Owner:-

- 2.1 to use all Contributions paid to the County Council pursuant to this Agreement only for the purposes for which they are specified to be applied;
- 2.2 to provide to the Owner on request written confirmation and evidence (if requested and available) that the relevant Contributions paid to the County Council have been used for the purposes outlined in this Agreement PROVIDED THAT such request is not made more than once every six calendar months; and
- 2.3 if any Contribution (or part thereof) which is paid to the County Council has not been used for the purposes outlined in this Agreement within a period of [10] years after the payment of the respective contribution, the monies shall be repaid to the person that originally paid the Contribution.

Comment [A5]: County to confirm

APPENDIX 1

CONSTRUCTION AND LOGISTICS TRAINING PROGRAMME

1. INTRODUCTION

- 1.1 The parties to this Agreement acknowledge and agree that this document offers a guide to the future drafting of details in connection with paragraphs [4-6] of Schedule 1.
- 1.1.1 It is not prescriptive given the scope for change and variable training and education needs arising during construction and Beneficial Occupation.
- 1.1.2 The initiatives are to be sponsored or carried out by the Owner, but this does not preclude the involvement of contractors, a local education provider, Job Centre Plus, the Skills Funding Agency, or other agencies.

2. SCOPE

- 2.1 This outline for future programmes sets a minimum expectation.
- 2.2 The Logistics and Construction Training Contribution represents an "incentive fund" distributable by the Council.
- 2.3 Limitations:-
- 2.3.1 the obligation will be on the Owner and will persist for the initial Beneficial Occupation of each Unit or other building only;
- 2.3.2 there is no expectation nor obligation on tenants or occupiers to take advantage of the training opportunities; and
- 2.3.3 the obligation is presented in general terms given the scope for changes in government or other funding.
- 2.4 Timing:-
- 2.4.1 work to establish recruitment and training programmes would start as soon as employment requirements have been identified;
- 2.4.2 the commencement of construction of any building is a trigger for submission of these programmes; and
- 2.4.3 site visits for construction education would take place during the construction phase of each building.
- 2.5 Funding:-
- 2.5.1 Support from the Logistics and Construction Training Contribution may be applied for by any party involved in the programme, and payments will only be made at the absolute discretion of the Council. The fund is intended to offer an incentive.
- 2.5.2 The main sponsors will be all or any of the following:-
- (a) the Owner;
 - (b) the developer;
 - (c) contractors.

2.6 There will be no obligation on occupiers, but it is hoped that the ready availability of training will be an incentive to locate within the Development.

2.7 Much training is government funded and will not be a cost on the employer, other than to allow staff to attend or to make available information.

3. **CONSTRUCTION EDUCATION**

3.1 The Owner shall work with a local training provider to arrange a series of site visits for students across different construction skills.

3.2 These site visits are intended to provide useful insight into areas such as the management and scheduling of a construction project and the health and safety measures necessary on a large construction site.

3.3 The Owner shall fund transport to and from the Development.

3.4 The anticipated range of construction education activity could include:-

3.4.1 education work during the construction phase of each building (allowing a minimum six visits per building);

3.4.2 time input from the developer's project management team;

3.4.3 time input from main contractor (construction education provisions should be included in the tender documents for main contractor); and

3.4.4 the developer to work with a local training provider to share its experience of sustainable construction; this may involve working with students in a workshop environment or helping with project work on an individual basis.

4. **SUPPORT FOR LOGISTICS TRAINING**

4.1 The training programme will be designed to be flexible to suit the variable requirements of future occupiers of the Development.

4.2 The training programme could include courses for people who have experience of working in logistics; courses for people who are new to logistics, and apprenticeships for 16-24 year olds.

4.3 The anticipated range of logistics training and related support could include:-

4.3.1 logistics skills courses;

4.3.2 apprenticeships;

4.3.3 payment for unusual expenses, for example, licenses associated with training (for fork lift trucks or similar); and

4.3.4 pre-employment training which is co-ordinated by JobCentre Plus and funded by the Skills Funding Agency.

APPENDIX 2

DELIVERY STRATEGY

Mulberry Logistics Park is a logistics and industrial development which intends to provide best-in-class logistics facilities and warehousing in a strategic location.

The Development is intended to enable extra large build-to-suit facilities to the market. The Development is aimed at the logistics and industrial market, and it is intended that the Development is delivered to the requirements of the market primarily on a build-to-suit basis.

An outline planning permission enables the flexibility to deliver on the market's requirements, within the parameters set out in the planning permission.

It is recognised that the logistics and industrial sector can create a significant number of other job opportunities, including office-based jobs. It is likely that there will be some level of ancillary office use within the industrial and logistics development. The office use within the B8 buildings will be ancillary to the primary use. That is intended to enable office-based and administrative jobs to come forward alongside the logistics or industrial employment.

In addition, stand-alone office space may also form part of the development. This office space will be for tenants, occupiers and / or businesses that are also occupying the logistics and industrial floorspace on the site, or is otherwise related to the logistics and / or industrial use of the site including the supply chain. It is therefore proposed that the office floorspace will come forward alongside the logistics and / or industrial development as part of a complete package offering to businesses in the relevant sectors. It is likely that the B8 buildings and the offices will both be provided by the developer to be occupied by the same end user.

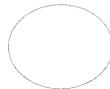
Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **CORBYP BOROUGH COUNCIL** in the presence of

.....
Signature of Director

.....
Full Name (Director)

.....
Signature of Director/Secretary

.....
Full Name (Director/Secretary)



Common Seal

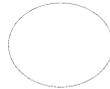
Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **NORTHAMPTONSHIRE COUNTY COUNCIL** in the presence of

.....
Signature of Director

.....
Full Name (Director)

.....
Signature of Director/Secretary

.....
Full Name (Director/Secretary)



Common Seal

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **MULBERRY COMMERCIAL DEVELOPMENTS LIMITED** in the presence of

.....
Signature of Director

.....
Full Name (Director)

.....
Signature of Director/Secretary

.....
Full Name (Director/Secretary)



Common Seal

APPENDIX 4 PLANNING CONDITIONS UPDATE AND EXPLANATORY NOTE

1. MONITOR AND MANAGE – CONDITIONS APPROVED BY COMMITTEE

- 1.1 Conditions 16-23² required a “zonal” transport assessment to be submitted and approved prior to commencement of any zone; approved zone access works to be completed before commencement of that zone; approved zone mitigation works to be completed prior to occupation of that zone; subsequent monitoring of the implemented access and mitigation measures, once the zone is fully occupied; and for the results of the monitoring to be completed and agreed before details are submitted in respect of the subsequent zone.
- 1.2 In the course of discussions with the applicant in relation to the relationship between planning conditions and the s106 and the phasing of the scheme, including vis a vis the time limit for the Development pursuant to planning condition 1, refinements to proposed conditions have been made to ensure a robust and comprehensive set of conditions. These are summarised below.

2. PHASES NOT ZONES

- 2.1 The zones approved under the approved Parameter Plan (appended hereto) restrict the height and size of buildings in certain areas of the Development site. The phasing for the Development has not yet been approved – this is a pre-commencement requirement under condition 4.
- 2.2 As the "locational" zones (which subsist) may not represent the "temporal phasing" of the Development under the phasing plan which is to be approved under condition 4, some refinements have been made to the monitor and manage conditions so they refer to phases instead of zones.
- 2.3 Condition 4 (as amended) sets clear parameters for phasing by:
- 2.3.1 setting a maximum (205,000 sqm³) Phase 1 floorspace parameter;
 - 2.3.2 setting a minimum (20,000 sqm) per phase floorspace parameter; and
 - 2.3.3 requiring the applicant to clearly identify the phases and sub-phases well as the zones to which they relate in the phasing plan(s) to be submitted to the Council for approval in connection with each reserved matters application.

3. TIMING AND DELIVERY

- 3.1 Pursuant to condition 1, all details for the development (i.e. the reserved matters set out in condition 3) need to be submitted within 3 years of grant of permission - and implemented within 2 years of approval of the last reserved matters. This condition was imposed because it is important to the Council that the Development is implemented and the socio economic benefits associated with the Development are secured without delay.
- 3.2 In order to ensure the monitor and manage conditions allow for a fully implementable permission within the time limits, they are updated in the following ways:
- Update to the cross referencing between paragraphs
 - Amend reference from zones to phases

² Renumbered to account for deletion of condition 4

³ This is the floorspace requirement set by the global logistics operator taking occupation of the first phase

- Define phases (and sub-phases) in condition 4 by reference to the Phasing Plan to be approved under condition 4 and by reference to the zones approved under the Parameter Plan
- Allow for variations to the approved Phasing Plan (to be approved in consultation with the County) in connection with the reserved matters applications to cater for any required updates in delivery
- Set minimum and maximum phase sizes (as detailed above) to facilitate regulated phased delivery and monitoring – and to facilitate a significant first phase by the global logistics operator which has expressed serious interest in being the occupier for the first phase of the Development
- Amend the Grampian restrictions in conditions 18.1, 20.1, 22.1 so that the transport assessments for each phase can be submitted to and agreed prior to the commencement of each phase rather than prior to submission of details (i.e. reserved matters)
- Amend the Grampian restrictions in conditions 17.3, 19.3, 21.3 and 23.3 so that the restriction on submitting details (i.e. reserved matters) for subsequent phases pending agreement of the monitoring report for previous phases is updated to a restriction on occupation of the subsequent phase
- Allow for adjustment to the occupation restriction in conditions 17.3, 19.3, 21.3 and 23.3 having regard to the mitigation carried out by the relevant date. (This may, for example, be appropriate for later phases where the additional transport effects are less likely to give rise to significant transport effects)
- Clarify the matters that need to be approved prior to commencement, including, transport assessment scope and format and the times and duration of monitoring
- Provide that monitoring should commence after 90% occupation of the relevant phases
- Add a new condition 23A to account for the eventuality that there are more than 4 phases (which necessitate the monitor and manage process to be repeated)
- Transfer the list of junctions inserted at condition 24 (Travel Plan) into a new condition 23B and clarify that these are the junctions being assessed under the transport assessments approved under conditions 18, 20, 22 and 23A

3.3 This overall package of updated planning conditions has been discussed in detail with the County and is considered a fully robust basis for a grant of permission.

4. **RELATIONSHIP WITH S106 OBLIGATIONS**

4.1 The updated planning conditions dovetail with the draft s106 as set out below.

4.2 Schedule 1, paragraphs 2.2-2.4: the applicant is required to ask the County, before commencement of any phase, if it needs intra-phase monitoring in respect of that phase. In practice, this request would be made in tandem with submitting the transport assessment for that phase for the County's approval under planning conditions 16, 18, 20 and 22.

4.3 Schedule 1, paragraph 2.5: this provides that if intra phase monitoring is required by the County in connection with a phase, then before commencement of that phase, the applicant needs to agree with the County in writing the scope and duration of the intra

phase monitoring as well as the format of the intra phase monitoring report. Again, in practice, this process would run parallel with the County agreeing the scope etc. for the main monitoring report under planning conditions 17, 19, 21 and 23.

- 4.4 Schedule 1, paragraphs 2.7-2.8: where required, the applicant then carries out the intra phase monitoring in accordance with the agreed scope. Once completed, the applicant submits to the County for its written approval the intra phase monitoring report in the agreed format which will set out any residual mitigation measures identified as necessary pursuant to the intra phase monitoring.
- 4.5 Schedule 1, paragraph 2.10: if residual mitigation is required, the applicant is required to carry out the residual mitigation measures before first occupation of the subsequent phase or in accordance with a later timeframe agreed with the County.
- 4.6 Schedule 1, paragraph 2.11: if the applicant defaults on its obligations the County can call on the security put in place under the s106 (or otherwise) to complete the residual mitigation measures (see below for the security mechanism).
- 4.7 Schedule 1, paragraph 2.12: conversely, if no residual mitigation measures are required, any security under the s106 shall be released.
- 4.8 Schedule 1, paragraph 2.13: where intra phase monitoring is required, the County is required to agree the likely cost of residual mitigation measures with the applicant before commencement of any phase. This timeframe is still being discussed with the County to ensure it works in practice.
- 4.9 Schedule 1, paragraph 2.14: the applicant is required to put in place the security in respect of the agreed sum before first occupation of that phase. (NB: this security is not in respect of the cost of the up front mitigation works secured under the conditions. It is the estimated cost of any potential residual mitigation which may be considered necessary pursuant to intra-phase monitoring.) The appropriate form of security is still being considered by the County.
- 4.10 Schedule 1, paragraph 2.10: it is proposed that the security is released in stages, for example at practical completion and final certification of the residual mitigation works. As above, the form of security and release mechanism are still being discussed with the County.
- 4.11 Schedule 1, paragraph 2.17: this requires the applicant to submit to the County for its written approval an updated transport assessment in the event the transport assessment approved a subsequent phase is approved before the monitoring report for a preceding phase has been approved (which may happen as a consequence of the relaxation to the original Grampian restrictions, as detailed above). The updated transport assessment will set out the updates to the approved access and mitigation works that may be required on review of the results of the monitoring for the preceding phase. The update works are required to be practically completed before first occupation of the subsequent phase, unless a longer timeframe is agreed in writing by the County.

5. **STATUS AS AT 30 SEPTEMBER 2020**

The planning conditions and s106 obligations have been discussed in detail between the Council, the County and the applicant. They represent the working draft s106 as at 30 September 2020. The parties will continue to finalise the s106 during the referral timeframe and to make any necessary refinements to the conditions and s106 obligations to ensure they are mutually consistent and secure the Council's objectives as local planning authority and the County's objectives as local highway authority.

CONDITIONS

TIME LIMIT

1. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of this permission. The development hereby permitted shall begin no later than the expiration of 2 years from the date of approval of the last of the reserved matters to be approved.

Reason: As required by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

DRAWINGS

2. The development shall conform with the details shown in the approved plans and reports listed below, unless variations are agreed by the Local Planning Authority in order to discharge other conditions attached to this decision (provided no new or materially different or likely significant environmental effects arise from such update):
 - Location Plan – Drawing 4345-014 Rev.P2, received on 12.12.2018
 - Parameters Plan – Drawing 4345-006 Rev.P14, received on 07.06.2019
 - Design and Access Statement – Rev.P6. May 2019
 - Planning Statement – December 2018
 - Environmental Statement, received on 12.12.2018 save for transport related matters
 - LVIA April 2019, received on 02.10.2019
 - Supplementary Environmental Information May 2019, received on 07.06.2019
 - Environmental Statement – Non-Technical Summary May 2019, received on 07.06.2019 save for transport related matters
 - Supplementary Environmental Information December 2019, received on 18.12.2019
 - Environmental Statement – Non-Technical Summary December 2019, received on 18.12.2019
 - Agricultural Land Classification Report – November 2019 (SES/MCD/CP/#1), received on 21.11.2019 save for transport related matters
 - Arboricultural Impact Assessment – BMD.18.023.RP.903. November 2018, received on 12.12.2018
 - Landscape Strategy & Design Code – April 2019. BMD.18.023.RPT.001 Rev.A, received on 10.09.2019
 - Land Use Compatibility Statement – April 2019, received on 07.06.2019
 - Topographical Survey – Drawing 24561_T-PHASE-2 Rev.0, received on 12.12.2018
 - Economic Impact Report – November 2018, received on 12.12.2018
 - Economic Case for Developing New Warehouse and Office Space, received on 18.12.2019
 - Employment Land Statement – May 2019 / Updated December 2019, received on 18.12.2019
 - Report of Community Engagement – November 2018, received on 12.12.2018
 - Sustainability and Utilities Statement – December 2018, received on 12.12.2018
 - Ventilation and Extraction Statement – December 2018
 - [Technical Note – 1807-03/TN/01, received on 12.02.2020] [delete if relates to transport]

Reason: For clarity and to ensure a suitable form of development in accordance with Policy 8 of the North Northamptonshire Joint Core Strategy.

RESERVED MATTERS TO BE SUBMITTED PRIOR TO BUILDING CONSTRUCTION

3. Reserved matters may be submitted and approved on a phased basis (in accordance with the Phasing Plan to be approved under condition 4) and details of all the reserved matters for any relevant phase shall be submitted to and approved in writing by the Local Planning Authority before any development within that phase is commenced:
 - a. Scale
 - b. Access
 - c. Appearance
 - d. Landscaping, and
 - e. Layout

The development shall thereafter be carried out in accordance with the approved details.

Reason: This is an outline permission only and these matters have been reserved for the subsequent approval of the Local Planning Authority.

4. Prior to or alongside the submission of any reserved matters application, a Phasing Plan for the development as a whole shall be submitted to and agreed in writing by the Local Planning Authority. This Phasing Plan shall identify phases and sub-phases of the development and the zone(s) under the approved Parameter Plan to which they relate and:

- Site remediation works and associated earthworks for the creation of development platforms and infrastructure works may form its own phase (the "Site Preparation Phase"), with all works comprising of the construction of buildings falling within subsequent, numbered phases;
- There shall be at least four phases including buildings and each phase shall have a minimum floorspace of [20,000] square metres provided always that the final phase of the development will comprise of the remaining floorspace permitted notwithstanding whether or not it is more than [20,000] square metres.
- The first phase shall not exceed [205,000] square metres but shall not be required by the Local Planning Authority to be any less than [205,000] square metres

The Phasing Plan, with any updates and amendments, will be submitted for approval in writing by the Local Planning Authority in consultation with the Local Highways Authority prior to or alongside the submission of reserved matters in respect of each Phase. The development shall be implemented in accordance with the latest approved Phasing Plan.

Reason: To ensure the timely development of the works and coordination with the associated highway works.

5. Each reserved matters application shall comply with the approved Site Parameters Plan Drawing 4345-006 Rev.P14.

Reason: In the interests of clarity, to ensure a high standard of development, and to ensure that the development will meet the objectives of Policy 8 of the North Northamptonshire Core Spatial Strategy.

SHARED LORRY PARKING

6. Prior to the commencement of development of any phase or sub-phase including a building, a scheme for the provision of shared lorry parking waiting spaces within that phase or sub-phase or for the development as a whole shall be submitted to and approved in writing with the Local Planning Authority. The waiting spaces, shall be provided in accordance with the approved scheme prior to the occupation of the phase or sub-phase to which they relate and shall be retained at all times.

Reason: To ensure the site meets its own needs, convenient space and a management scheme for shared lorry waiting areas must be shown consistent with Policy 18 of the North Northamptonshire Joint Core Strategy 2016.

GROUND CONDITION AND SITE PREPARATION

7. No development shall take place within a phase or sub-phase, other than that required to be carried out as part of the approved scheme of remediation, until parts A to C as necessary for that phase or sub-phase (or part thereof) have been complied with, unless otherwise agreed by the Local Planning Authority:

A. Site Characterisation

A further site investigation and risk assessment must be completed in accordance with the details approved under this application and submitted to the Local Planning Authority for its prior written approval. This investigation and risk assessment will assess the nature and extent of any contamination on the phase or sub-phase of the site and whether or not it originates on the site. It must be undertaken by competent persons and a written report of findings must also be produced and submitted to the Local Planning Authority for its prior written approval. This written report of findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and

- service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,

- (iii) an appraisal of remedial options, and proposal of the preferred option(s)
- (iv) traffic and transport movements associated with site remediation

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11 (or any model procedures revoking and replacing those model procedures with or without modification)'.

B. Submission of Remediation Scheme

If required under part A, a detailed remediation scheme to bring that phase or sub-phase of the site to a condition suitable for the approved use by removing unacceptable risks to human health, buildings and other property and the natural environment must be prepared, and submitted to and approved by the Local Planning Authority in writing. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. 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 the approved use of the land after remediation.

C. Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out the remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks' prior written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced and submitted for the prior written approval of the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

8. In the event that contamination is found at any time when carrying out the development hereby approved that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of part A of condition 7, and where remediation is necessary, a remediation scheme must be prepared, submitted to and approved in writing by the Local Planning Authority in accordance with the requirements of part B of condition 7. Following completion of measures identified in the approved remediation scheme a verification report must be prepared submitted to and approved in writing by the Local Planning Authority in accordance with part C of condition 7.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

9. No infiltration of surface water drainage into the ground is permitted other than with the written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development does not contribute to, or is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants in line with paragraph 170 of the National Planning Policy Framework.

LANDSCAPING AND ECOLOGY

10. No development shall take place, including groundworks and vegetation clearance, until a Biodiversity Monitoring Strategy (BMS) has been submitted to and approved in writing by the Local Planning Authority. The content of the BMS shall include the following:
 - a) Aims and objectives of monitoring to match the stated purpose;
 - b) Identification of adequate baseline conditions prior to the start of development;

- c) Appropriate success criteria, thresholds, triggers and targets against which the effectiveness of the various conservation measures being monitored can be judged;
- d) Methods for data gathering and analysis;
- e) Location of monitoring;
- f) A timetable for the submission of monitoring reports
- f) Responsible persons and lines of communication; and
- g) A timetable for review, and where appropriate, publication of results and outcomes.

A report describing the results of monitoring shall be submitted to the Local Planning Authority at intervals identified in the strategy. The report shall also set out (where the results from monitoring show that conservation aims and objectives are not being met) how contingencies and/or remedial action will be identified, agreed with the Local Planning Authority, and then implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The monitoring strategy will be implemented in accordance with the approved details.

Reason: To ensure that the development makes a contribution towards a net gain in biodiversity across the plan period, in accordance with Policy 4 of the North Northamptonshire Joint Core Strategy.

11. No development shall take place within a phase or sub-phase (including demolition, groundworks, vegetation clearance) until a Construction Environmental Management Plan (CEMP: (Biodiversity)) for that phase, sub-phase or the development as a whole, has been submitted to and approved in writing by the Local Planning Authority. The CEMP (Biodiversity) for that phase or sub-phase or the development as a whole shall include the following:
- a) Risk assessment of potentially damaging construction activities;
 - b) Identification of 'biodiversity protection zones';
 - c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements);
 - d) The location and timing of sensitive works to avoid harm to biodiversity features;
 - e) The times during construction when specialist ecologists need to be present on site to oversee works;
 - f) Responsible persons and lines of communication;
 - g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person; and
 - h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP (Biodiversity) shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that the development makes a contribution towards a net gain in biodiversity across the plan period, in accordance with Policy 4 of the North Northamptonshire Joint Core Strategy.

12. A Landscape and Ecological Management Plan (LEMP) for each phase or sub-phase shall be submitted to and be approved in writing by the Local Planning Authority prior to the commencement of development within each phase or sub-phase of the development (excluding the Site Preparation Phase). The content of the LEMP shall include the following:
- a) Description and evaluation of features to be managed;
 - b) Ecological trends and constraints on site that might influence management;
 - c) Aims and objectives of management;
 - d) Appropriate management options for achieving aims and objectives;
 - e) Prescriptions for management actions;
 - f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period);
 - g) Details of the body or organisation responsible for implementation of the plan; and
 - h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management bodies responsible for its delivery. The LEMP shall also set out (where the results from monitoring show that conservation aims

and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the aims and objectives of the originally approved plan. The approved plan will be implemented in accordance with the approved details.

Reason: To ensure that the development makes a contribution towards a net gain in biodiversity across the plan period, in accordance with Policy 4 of the North Northamptonshire Joint Core Strategy.

13. No works or activity affecting any existing Great Crested Newts (GCN) within a phase or sub-phase shall commence in relation to that phase or sub-phase, until the Local Planning Authority has been provided with either:
 - a) a licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations 2017 authorizing the specified activity/development to go ahead; or
 - b) written confirmation from Natural England that the application site has been registered with the Great Crested Newt Low Impact Class Licence scheme; or
 - c) a statement in writing from a suitably qualified ecologist to the effect that they do not consider that the specified activity/development will require a licence.
14. No works or activity affecting the existing dormouse within a phase or sub-phase shall commence in relation to that phase or sub-phase until the Local Planning Authority has been provided with either:
 - a) a licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations 2017 authorizing the specified activity/development to go ahead; or
 - b) written confirmation from Natural England that the application site has been registered with the Dormouse Low Impact Class Licence scheme; or
 - c) a statement in writing from a suitably qualified ecologist to the effect that they do not consider that the specified activity/development will require a licence.
15. The approved details for soft landscaping, and other landscaping details approved under Condition 3 above (reserved matters) shall be carried out in the first planting and seeding season following the completion of development on the relevant phase or sub-phase to which it relates and any trees or plants which, within a period of five years from occupation die, are removed, or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless otherwise agreed in writing by the Local Planning Authority. The approved details shall be thereafter retained.

Reason: To ensure that the appearance of the development is satisfactory in accordance with Policies 3 and 8 of the North Northamptonshire Joint Core Strategy.

MONITOR AND MANAGE: PHASING CONDITION

16 SUBMISSION OF PHASE 1 TRANSPORT ASSESSMENT

16.1 Prior to the commencement of any development in the first phase including construction of a new building ("Phase 1"), a scope for the Phase 1 Transport Assessment shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority. A full 'Phase 1 Transport Assessment' in accordance with the approved scope shall be submitted to and approved by the Local Planning Authority prior to the commencement of any development in Phase 1. Such Phase 1 Transport Assessment shall include but shall not be limited to:

- I. Trip rates for the uses proposed;
- II. Network modelling and traffic assignment using the County Council's Northamptonshire Strategic Transport model or such other agreed strategic model as may be agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority;";
- III. Detailed junction and link capacity assessments at (but not limited to) the junctions listed in condition 23B informed by such modelling;
- IV. The necessary junction and network mitigation including walking, cycling and public transport enhancements and links to and from the site (the 'Phase 1 Mitigation Works');
- V. Site access or accesses details as may be proposed (the 'Phase 1 Site Access(es) Works');
- VI. Construction details of the Phase 1 Site Access(es) and Phase 1 Mitigation Works;
- VII. Road Safety Audits for the Phase 1 Mitigation Works;
- VIII. Road Safety Audits for the Phase 1 Site Access(es) Works.

16.2 Prior to the commencement of any development in Phase 1, full engineering, drainage, lighting and construction details of the Phase 1 Access(es) Works approved pursuant to Condition 16.1 shall

be submitted to and be approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.

- 16.3 Prior to the occupation of any part of Phase 1, the means of access or accesses approved under Condition 16.1 shall be completed in accordance with details approved under Condition 16.2
- 16.4 Prior to the commencement of any development in Phase 1, full engineering, drainage, lighting and construction details of the Phase 1 Mitigation Works approved pursuant to Condition 16.1 shall be submitted to and be approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.
- 16.5 Prior to the occupation of any part of Phase 1, the Phase 1 Mitigation Works approved under Condition 16.1 shall be completed in accordance with details approved under Condition 16.4

Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

17. POST PHASE 1 OCCUPATION MONITORING AND SURVEY

- 17.1 Subsequent to six continuous months of full (or not less than 90%) occupation of floorspace in Phase 1 of the development hereby permitted comprehensive traffic counts and surveys of junctions and links assessed under the Phase 1 Transport Assessment shall be undertaken in accordance with a scope (including an agreed level of capacity(s) or agreed assumptions of capacity(s) of utilisation of Phase 1 of the development) format and at times and for a duration that shall have first been agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority in writing prior to commencement. Such surveys shall include but shall not necessarily be limited to video surveys, manual traffic counts and pneumatic loop counts. The survey results shall be presented in a report in a format that shall first be agreed with the Local Planning Authority in consultation with the Local Highway Authority (the 'Phase 1 Monitoring Report'). The Phase 1 Monitoring Report shall calculate and evidence trip rate generation and trip distribution from the phase of the development hereby permitted.
- 17.2 Such surveys, counts and reports shall be repeated at frequencies of no less than six months in accordance with the scope, format, at times and for a duration approved under Condition 17.1 and shall be submitted to the Local Planning Authority and the Local Highway Authority.
- 17.3 Unless otherwise agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority having regard to the completed Phase 1 Mitigation Works there shall be no occupation of any subsequent phase unless or until the Phase 1 Monitoring Report has been approved by the Local Planning Authority in consultation with the Local Highway Authority.

Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

18. SUBMISSION OF PHASE 2 TRANSPORT ASSESSMENT

- 18.1 Prior to the commencement of any development in the second phase including construction of a new building (Phase 2), a scope for the Phase 2 Transport Assessment shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority which scope shall reflect the requirement to use the most up to date local trip data available at the point of submission and . A full 'Phase 2 Transport Assessment' in accordance with the approved scope shall be submitted to and approved by the Local Planning Authority in consultation with the Local Highway Authority prior to commencement of any development in Phase 2. Such Phase 2 Transport Assessment shall include but shall not be limited to:
 - I. Trip rates for the uses proposed including (where available) data obtained from the Phase 1 Monitoring Report for the same uses as for Phase 1 and otherwise using proposed trip rates for uses not included within Phase 1;
 - II. Network modelling and traffic assignment based on distribution evidenced by the Phase 1 Monitoring Report (where available) and added to the County Council's Northamptonshire Strategic Transport Model or such other strategic model as may be agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority;
 - III. Detailed junction and link capacity assessments at (but not limited to) the junctions listed in condition 23B including (if complete) assessment of Phase 1 Mitigation Works and Phase 1 Access(es) Works;
 - IV. The necessary junction and network mitigation including walking, cycling and public transport enhancements and links to and from the site (the 'Phase 2 Mitigation Works');

- V. Site access or accesses details as may be proposed (the 'Phase 2 Site Access(es) Works');
- VI. Construction details of the Phase 2 Site Access(es) and Phase 2 Mitigation Works;
- VII. Road Safety Audits for the Phase 2 Mitigation Works;
- VIII. Road Safety Audits for the Phase 2 Site Access(es) Works.

18.2 Prior to the commencement of any development in Phase 2, full engineering, drainage, lighting and construction details of the Phase 2 Access(es) Works approved pursuant to Condition 18.1 shall be submitted to and be approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.

18.3 Prior to the occupation of any part of Phase 2, the means of access or accesses approved under Condition 18.1 shall be completed in accordance with details approved under Condition 18.2

18.4 Prior to the commencement of any development in Phase 2, full engineering, drainage, lighting and construction details of the Phase 2 Mitigation Works approved pursuant to Condition 18.1 shall be submitted to and be approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.

18.5 Prior to the occupation of any part of Phase 2, the Phase 2 Mitigation Works approved under Condition 18.1 shall be completed in accordance with details approved under Condition 18.4

Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

19. POST PHASE 2 OCCUPATION MONITORING AND SURVEY

19.1 Subsequent to six continuous months of full (or not less than 90%) occupation of floorspace in Phase 2 of the development hereby permitted comprehensive traffic counts and surveys of junctions and links assessed under the Phase 2 Transport Assessment and Phase 1 Transport Assessment shall be undertaken in accordance with a scope (including an agreed level of capacity(s) or agreed assumptions of capacity(s) of utilisation of Phase 2 of the development) format and at times and for a duration that shall have first been agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority in writing prior to commencement. Such surveys shall include but not necessarily limited to video surveys, manual traffic counts and pneumatic loop counts. The survey results shall be presented in a report in a format that shall first be agreed with the Local Planning Authority in consultation with the Local Highway Authority, the 'Phase 2 Monitoring Report'. The Phase 2 Monitoring Report shall calculate and evidence trip rate generation and trip distribution from the development hereby permitted.

19.2 Such surveys, counts and reports shall be repeated at frequencies of no less than six months in accordance with the scope, format, at times and for a duration approved under Condition 19.1 and shall be submitted to the Local Planning Authority and the Local Highway Authority.

19.3 Unless otherwise agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority having regard to the completed Phase 1 and Phase 2 Mitigation Works, there shall be no occupation of any subsequent phases until the Phase 2 Monitoring Report has been approved by the Local Planning Authority in consultation with the Local Highway Authority.

Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

20. SUBMISSION OF PHASE 3 TRANSPORT ASSESSMENT

20.1 Prior to the commencement of any development in the third phase including construction of a new building ("Phase 3"), a scope for the Phase 3 Transport Assessment shall have been submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority which scope shall reflect the requirement to use the most up to date local trip data available at the point of submission. A full 'Phase 3 Transport Assessment' in accordance with the approved scope shall be submitted to and approved by the Local Planning Authority prior to commencement any development in Phase 3. Such Phase 3 Transport Assessment shall include but shall not be limited to:

- I. Trip rates for the uses proposed including (where available) data obtained from the Phase 1

Monitoring Report and / or Phase 2 Monitoring Report for the same uses as in Phase 1 and /or Phase 2; and otherwise using proposed trip rates for uses not included within Phase 1 or Phase 2;

- II. Network modelling and traffic assignment based on distribution evidenced by the Phase 1 Monitoring Report and / or Phase 2 Monitoring Report (where available) and added to the County Council's Northamptonshire Strategic Transport Model or such other strategic model as may be agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority;
- III. Detailed junction and link capacity assessments at (but not limited to) the junctions listed in condition 23B informed by such modelling including (if complete) assessment of Phase 1 Mitigation Works and Phase 2 Mitigation Works and Phase 1 Access(es) Works and Phase 2 Access(es) Works;
- IV. The necessary junction and network mitigation including walking, cycling and public transport enhancements and links to and from the site (the 'Phase 3 Mitigation Works');
- V. Site access or accesses details as may be proposed (the 'Phase 3 Site Access(es) Works');
- VI. Construction details of the Phase 3 Site Access(es) and Phase 3 Mitigation Works;
- VII. Road Safety Audits for the Phase 3 Mitigation Works;
- VIII. Road Safety Audits for the Phase 3 Site Access(es) Works.

20.2 Prior to the commencement of any development in Phase 3, full engineering, drainage, lighting and construction details of the Phase 3 Access(es) Works approved pursuant to Condition 20.1 shall be submitted to and be approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.

20.3 Prior to the occupation of any part of Phase 3, the means of access or accesses approved under Condition 20.1 shall be completed in accordance with details approved under Condition 20.2

20.4 Prior to the commencement of any development in Phase 3, full engineering, drainage, lighting and construction details of the Phase 3 Mitigation Works approved pursuant to Condition 20.1 shall be submitted to and be approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.

20.5 Prior to the occupation of any part of Phase 3, the Phase 3 Mitigation Works approved under Condition 20.1 shall be completed in accordance with details approved under Condition 20.4

Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016

21. POST PHASE 3 OCCUPATION MONITORING AND SURVEY

21.1 Subsequent to six continuous months of full (or not less than 90%) occupation of floorspace in Phase 3 of the development hereby permitted comprehensive traffic counts and surveys of junctions and links assessed under the Phase 3 Transport Assessment and Phase 2 Transport Assessment and Phase 1 Transport Assessment shall be undertaken in accordance with a scope (including an agreed level of capacity(s) or agreed assumptions of capacity(s) of utilisation of Phase 3 of the development) format and at times and for a duration that shall have first been agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority in writing prior to commencement. Such surveys shall include but not necessarily limited to video surveys, manual traffic counts and pneumatic loop counts. The survey results shall be presented in a report in a format that shall first be agreed with the Local Planning Authority in consultation with the Local Highway Authority, the 'Phase 3 Monitoring Report'. The Phase 3 Monitoring Report shall calculate and evidence trip rate generation and trip distribution from the development hereby permitted.

21.2 Such surveys, counts and reports shall be repeated at frequencies of no less than six months in accordance with the scope, format, at times and for a duration approved under Condition 21.1 and shall be submitted to the Local Planning Authority and the Local Highway Authority.

21.3 Unless otherwise agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority having regard to the completed Phase 1, Phase 2 and Phase 3 Mitigation Works, there shall be no occupation of any subsequent phase unless or until the Phase 3 Monitoring Report has been approved by the Local Planning Authority in consultation with the Local Highway Authority

Reason: In the interests of traffic safety and convenience in accordance with the sustainable

development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

22. SUBMISSION OF PHASE 4 TRANSPORT ASSESSMENT

- 22.1 Prior to the commencement of any development in the fourth phase including construction of a new building ("Phase 4"), a scope for the Phase 4 Transport Assessment shall have been submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority which scope shall reflect the requirement to use the most up to date local trip data available at the point of submission and . A full 'Phase 4 Transport Assessment' in accordance with the approved scope shall be submitted to and approved by the Local Planning Authority prior to commencement of any development in the fourth phase. Such Phase 4 Transport Assessment shall include but shall not be limited to:
- I. Trip rates for the uses proposed including (where available) data obtained from the Phase 1 Monitoring Report and / or Phase 2 Monitoring Report and /or Phase 3 Monitoring Report for the same uses as in Phase 1 and /or Phase 2 and/or Phase 3; and otherwise using proposed trip rates for uses not included within Phase 1 or Phase 2 or Phase 3;
 - II. Network modelling and traffic assignment (where available) based on distribution evidenced by the Phase 1 and Phase 2 and Phase 3 Monitoring Reports and added to the County Council's Northamptonshire Strategic Transport Model or such other strategic model as may be agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority;
 - III. Detailed junction and link capacity assessments at (but not limited to) the junctions listed in condition 23B informed by such modelling including (if complete) assessment of Phase 1 Mitigation Works and Phase 2 Mitigation Works and Phase 3 Mitigation Works and Phase 1 Access(es) Works and Phase 2 Access(es) Works and Phase 3 Access(es) Works;
 - IV. The necessary junction and network mitigation including walking, cycling and public transport enhancements and links to and from the site (the 'Phase 4 Mitigation Works');
 - V. Site access or accesses details as may be proposed (the 'Phase 4 Site Access(es) Works');
 - VI. Construction details of the Phase 4 Site Access(es) and Phase 4 Mitigation Works;
 - VII. Road Safety Audits for the Phase 4 Mitigation Works;
 - VIII. Road Safety Audits for the Phase 4 Site Access(es) Works.
- 22.2 Prior to the commencement of any development in Phase 4, full engineering, drainage, lighting and construction details of the Phase 4 Access(es) Works approved pursuant to Condition 22.1 shall be submitted to and be approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.
- 22.3 Prior to the occupation of any part of Phase 4, the means of access approved under Condition 22.1 shall be completed in accordance with details approved under Condition 22.2
- 22.4 Prior to the commencement of any development in that phase, full engineering, drainage, lighting and construction details of the Phase 4 Mitigation Works approved pursuant to Condition 22.1 shall be submitted to and be approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.
- 22.5 Prior to the occupation of any part of Phase 4, the Phase 4 Mitigation Works approved under Condition 22.1 shall be completed in accordance with details approved under Condition 22.4
Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

23. POST PHASE 4 OCCUPATION MONITORING AND SURVEY

23.1 Subsequent to six continuous months of full (or not less than 90%) occupation of floorspace in fourth phase of the development hereby permitted comprehensive traffic counts and surveys of junctions and links assessed under the Phase 4 Transport Assessment, Phase 3 Transport Assessment, Phase 2 Transport Assessment and Phase 1 Transport Assessment shall be undertaken in accordance with a scope (including an agreed level of capacity(s) or agreed assumptions of capacity(s) of utilisation of Phase 4 of the development) format and at times and for a duration that shall have first been agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority in writing prior to commencement. Such surveys shall include but

not necessarily limited to video surveys, manual traffic counts and pneumatic loop counts. The survey results shall be presented in a report in a format that shall first be agreed with the Local Planning Authority in consultation with the local highway authority, the 'Phase 4 Monitoring Report'. The Phase 4 Monitoring Report shall calculate and evidence trip rate generation and trip distribution from the development hereby permitted.

23.2 Such surveys, counts and reports shall be repeated at frequencies of no less than six months in accordance with the scope, format, at times and for a duration approved under Condition 23.1 and shall be submitted to the Local Planning Authority and the Local Highway Authority

23.3 Unless otherwise agreed in writing by the Local Planning Authority in consultation with the Local Highway Authority (having regard to the full suite of mitigation works carried out under the Phase 1, Phase 2, Phase 3 and Phase 4 Transport Assessments) there shall be no occupation of any subsequent phase(s) unless or until the Phase 4 Monitoring Report has been approved by the Local Planning Authority in consultation with the Local Highway Authority

Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

23A. MONITORING FOR SUBSEQUENT PHASES

23A. If the Phasing Plan approved under condition 4 contains more than 4 phases which contain buildings the iterative monitor and manage process set out in conditions 16-23 above shall apply *pari passu* to any later phases including buildings.

Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

23B. JUNCTION AND LINK CAPACITY ASSESSMENTS

The transport assessments referred to in conditions 16, 18, 20 and 22 shall assess the capacity and consider measures (if necessary) for the mitigation and management of the following junctions and links (and any other junctions and links agreed as part of the scope of the relevant transport assessment):

- The realigned Stamford Road priority junction
- A43/A6116/A4300/Long Croft Rd junction (800 two-way flow at A43 arm)
- A427/A6086 junction (100 two-way flow at A6086 South arm)
- A427/A43/Corby Rd junction (40 two-way flow at A43 South arm)
- A43/A6003 junction (400 two-way flow at A43 North arm)
- Crucible Road priority junction
- Gainsborough Road priority junction
- A43/A6116/ Long Croft Rd junction
- A427/A6086 junction
- A427/A43/Corby Rd junction
- A43/A6003 junction
- A14 junction 12 with A6116
- A43/ Prologis Park / Weekley Wood Avenue
- A43/ Rockingham Road/ A6183
- A14 Junction 7
- A43/A6116 Arnsley Road
- A6116 junctions between the A43/A4300 and the A14

Reason: In the interests of traffic safety and convenience in accordance with the sustainable development policies as set out in Policies 10 of the North Northamptonshire Joint Core Strategy 2016.

TRAVEL PLAN

24. No building or use hereby permitted shall be occupied or the use commenced on any phase until

a Travel Plan for that phase comprising immediate, continuing and long-term measures to promote and encourage alternatives to single-occupancy car use has been prepared, submitted to and been approved in writing by the Local Planning Authority. The Travel Plan must include consideration of the public transport/walk cycle strategy. The approved Travel Plan shall then be implemented, monitored and reviewed in accordance with the agreed Travel Plan targets to the satisfaction of the Local Planning Authority.

Reason: to ensure access arrangements to the development are sufficient and adequate in accordance with Policies 8 and 15 of the North Northamptonshire Joint Core Strategy.

CONSTRUCTION TRAFFIC MANAGEMENT PLAN

25. Prior to the commencement of any phase or sub-phase of the development, a Construction Traffic Management Plan (CTMP) for that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The CTMP shall provide for:

- i. Detailed work programme/timetable.
- ii. Site HGV delivery/removal hours to be limited to between 10:00-16:00 unless otherwise approved as part of the CTMP.
- iii. Detailed routeing for demolition, excavation, construction and abnormal loads.
- iv. Supply of pre-journey information on routing and site restrictions to contractors, deliveries and visitors.
- v. Detailed plan showing the location of on-site stores and facilities including the site compound, contractor & visitor parking and turning as well as un/loading point, turning and queuing for HGVs.
- vi. Breakdown of number, type, size and weight of vehicles over demolition & construction period.
- vii. Details of debris management including location of wheel wash, programme to control debris spill/tracking onto the highway to also include sheeting/sealing of vehicles and dust management.
- viii. Details of public impact and protection to include road, footway, cycleway and PRoW.
- ix. Details of TROs and road/footway/cycleway/PRoW closures and re-routeing as well as signage, barriers and remediation.
- x. Public liaison position, name, contact details and details of public consultation/liaison.
- xi. Route details as required covering culverts, waterways, passing places, tracking of bends/junctions and visibility splays.
- xii. Pre and post works inspection of the highway between points A and B as requested to identify remediation works to be carried out by the developer. Inspections are to be carried out in the presence of a member of the Highway Authorities Inspection team. To also include the removal of TROs, temporary signage, barriers and diversions.
- xiii. Details of temporary construction accesses and their remediation post project.
- xiv. Provision for emergency vehicles.

The approved Construction Management Plan shall be adhered to throughout the construction period of the phase or sub-phase to which it relates and the approved measures shall be retained for the duration of the construction of the phase or sub-phase.

Reason: In the interests of safe operation of the highway in the lead into development both during the demolition and construction phase of the development in accordance with Policies 8 and 15 of the North Northamptonshire Joint Core Strategy 2016.

RIGHTS OF WAY

26. Prior to the commencement of works affecting any existing Public Right of Way full details of any enhancement, improvement, diversion or closure shall be submitted to and gain the approval of the local planning authority.

Reason: To ensure the development has a suitable relationship with the highway network in accordance with Policies 8 and 15 of the North Northamptonshire Joint Core Strategy.

SCHEME OF HIGHWAY WORKS

27. Prior to the commencement of development a scheme of highway works and / or associated measures, including a timetable for their implementation, to discourage routing through Weldon shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority. The works shall be completed in accordance with the approved details.

Reason: To ensure access arrangements to the development are sufficient and adequate.

MATERIALS MANAGEMENT PLAN

28. Prior to the commencement of development within any phase or sub-phase, an earthworks and material management plan for that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The approved measures for that phase or sub-phase shall be implemented as approved.

Reason: Earthworks and the creation of development platforms will involve large material volumes and the LPA wish to be assured as satisfactory the details of the site preparation works that may impact on local amenity, highways, hydrology and ecology is addressed.

FLOOD RISK AND SURFACE WATER DRAINAGE

29. No development within any phase or sub-phase, other than the Site Preparation Phase, shall take place until a surface water drainage scheme for that phase or sub-phase, based on sustainable drainage principles and an assessment of the hydrological and hydro-geological context of the development in accordance with the principles outlined in the approved Flood Risk Assessment (incorporated in the approved Environmental Statement), has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1% (1 in 100 chance of occurring in any year) critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event.

Reason: To reduce the risk of flooding both on and off site in accordance with the NPPF and Policy 5 of the Core Strategy for North Northamptonshire by ensuring the satisfactory means of surface water attenuation and discharge from the site.

30. No infiltration of surface water drainage into the ground is permitted other than in accordance with details that have been approved in advance by the Local Planning Authority, and such details will have to demonstrate that there will be no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details and a timetable for implementation.

Reason: To reduce the risk of flooding both on and off site in accordance with the NPPF and Policy 5 of the Joint Core Strategy for North Northamptonshire by ensuring the satisfactory means of surface water attenuation and discharge from the site.

FOUL DRAINAGE

31. No building works which comprise the erection of a building required to be served by water services shall be undertaken in connection with any phase or sub-phase of the development hereby permitted until full details of a scheme including any required phasing, for the provision of mains foul sewage infrastructure on and off site in respect of that phase or sub-phase has been submitted to and approved in writing by the Local Planning Authority. No building in that phase or sub-phase shall be occupied until the works in respect of that building in that phase or sub-phase have been carried out in accordance with the approved scheme.

Reason: To prevent flooding, pollution and detriment to public amenity through provision of suitable water infrastructure

ENVIRONMENTAL CONTROLS

32. No development within any phase or sub-phase shall take place until a Construction Environmental Management Plan (CEMP) for that phase or sub-phase. has been submitted to and been approved in writing by the Council. The plan must demonstrate the adoption and use of the best practicable means to reduce the effects of noise, vibration, dust and site lighting. The plan should include, but not be limited to:

- a) Procedures for maintaining good public relations including complaint management, public consultation and liaison;
- b) Arrangements for liaison with the Council's Pollution Control Team;
- c) All works and ancillary operations which are audible at the site boundary, or at such other place as may be agreed with the Local Planning Authority, shall be carried out only between the following hours: 08 00 Hours and 18 00 Hours on Mondays to Fridays and 08 00 and 13 00 Hours on Saturdays and; at no time on Sundays and Bank Holidays;
- d) Deliveries to and removal of plant, equipment, machinery and waste from the site must only take

place within the permitted hours detailed above;

- e) Mitigation measures as defined in BS 5528: Parts 1 and 2 : 2009 Noise and Vibration Control on Construction and Open Sites shall be used to minimise noise disturbance from construction works;
- f) Procedures for emergency deviation of the agreed working hours.
- g) CBC encourages all contractors to be 'Considerate Contractors' when working in the borough by being aware of the needs of neighbours and the environment.
- h) Control measures for dust and other air-borne pollutants. This must also take into account the need to protect any local resident who may have a particular susceptibility to air-borne pollutants.
- i) Measures for controlling the use of site lighting whether required for safe working or for security purposes.

The approved CEMP shall be adhered to and implemented throughout the construction period of the phase or sub-phase to which it relates, strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of the amenities of surrounding occupiers during the construction of the development accordance with Policies 8 and 15 of the North Northamptonshire Joint Core Strategy.

NOISE ASSESSMENT

33. Each reserved matters application including a building, shall be accompanied by an assessment demonstrating compliance for all building services plant with the design targets established in Chapter 8 of the Environmental Statement. Details of any scheme of acoustic control should be included in each submission including measures for sound insulation against internally generated noise. The development shall be built in accordance with the approved scheme and any mitigation shall be installed prior to the commencement of use of the relevant building, retained thereafter and maintained in accordance with the agreed scheme.

Reason: In the interests of residential and commercial amenity, highway safety and visual amenity in accordance with Policy 8 of the North Northamptonshire Core Spatial Strategy (2016), and to secure adherence to the mitigation principles expressed in Chapter 8 of the Environmental Statement.

FIRE HYDRANT AND SPRINKLERS

34. No development shall take place until a scheme and timetable detailing the provision of the fire hydrants, sprinkler systems and their associated infrastructure has been submitted to and approved in writing by the Local Planning Authority. The fire hydrants, sprinkler systems and associated infrastructure shall thereafter be provided in accordance with the approved scheme and timetable.

Reason: To ensure adequate water infrastructure provision is made on site for the local fire service to tackle any property fire.

Informative: With reference to Condition above, the developer will be expected to meet the full costs of supplying and installing the fire hydrant, sprinkler system and associated infrastructure.

BOUNDARY TREATMENT

35. No building construction in any phase or sub-phase shall take place until there has been submitted to and approved in writing by the Local Planning Authority a plan indicating the position, design, materials and type of boundary treatment and fencing to be erected in that phase or sub-phase. The approved scheme shall be implemented and retained as such.

Reason: To secure an adequate appearance consistent with Policy 8 of the North Northamptonshire Core Spatial Strategy.

LIGHTING FOR CONSTRUCTION

36. Prior to the commencement of development in any phase or sub-phase, a construction lighting strategy for that phase or sub-phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved strategy.

Reason: To ensure compliance with the principles expressed in the Environmental statement in the interest of public amenity and ecology.

LIGHTING FOR COMPLETED DEVELOPMENT

37. Each reserved matters application which includes lighting shall be accompanied by a lighting strategy (including full specification) for the relevant phase or sub-phase which shall be submitted to and approved by the Local Planning Authority. The development shall be implemented in accordance with the approved strategy.

Reason: To ensure compliance with the terms of the application.

SUSTAINABILITY AND ENERGY

38. Each reserved matters application which including a building, shall be accompanied by a Sustainability and Energy Statement which shall be submitted to and approved in writing by the Local Planning Authority. This sustainability statement shall be accompanied by a 'BREEAM' low and zero carbon assessment to recommend the most appropriate renewable energy technologies to be implemented within the building(s). The approved details shall then be implemented in accordance with the approved statement and retained as operational thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In accordance with the expectations of Policy 9 of the North Northamptonshire Core Spatial Strategy 2016 that aspire to BREEAM performance of at least 'very good' and require demand for energy to be met onsite and/or renewably and/or from a decentralised supply.

39. Prior to the occupation of each building within a phase or sub-phase, the following information shall be provided to the Local Planning Authority in respect of that building, unless otherwise agreed in writing: a BREEAM post construction report to confirm that BREEAM very good (2011), (or the equivalent standard which replaces the British Research Establishment Environmental Assessment Method which is to be the assessment when the buildings concerned are to be assessed) that the carbon emissions from regulated energy will be at least 40% better than that required by Part L2a 2006, and that the recommended Low and Zero Carbon technologies have been installed.

Reason: In accordance with the expectations of Policy 9 of the North Northamptonshire Core Spatial Strategy 2016 that aspire to BREEAM performance of at least 'very good' and require demand for energy to be met onsite and/or renewably and/or from a decentralised supply.

40. Within six months of completion of any building a copy of the Final BREEAM Certificate shall be provided to the Local Planning Authority to demonstrate that the scheme has been completed in accordance with the Sustainability Report and that the development has achieved the relevant BREEAM levels.

Reason: In accordance with the expectations of Policy 9 of the North Northamptonshire Core Spatial Strategy 2008 that aspire to BREEAM performance of at least 'very good'.

REGULATORY CONDITIONS/ CONTROL ON BUILDING FORM AND USE RETENTION OF PARKING

41. All spaces for vehicles, bus, taxi, cycle parking, lorry waiting areas, footpaths and cycle paths shall be retained for their designated use.

Reason: To ensure compliance with the terms of the application. TOTAL

FLOORSPACE MAXIMA

42. The total floor space of the development hereby approved shall not exceed 404,100m² including mezzanine floors.

Reason: To ensure that the level of visual and highways impact is comparable to that which has been assessed, and to reflect the terms of the application with restricted main use office space.

BUILDING HEIGHTS

43. Finished floor levels shall not exceed the following:

Zone 1 103.0m AOD,

Zone 2a 103.0m AOD

Zone 2b 103.0m AOD

Zone 3a 99.50m AOD

Zone 3b 99.5m AOD and

Zone 4 94.0 AOD

No building in the development hereby approved shall exceed 36m in height above finished floor levels.

Reason: In the interest of the visual quality of the area and to ensure consistency with the visual assessment of the development.

OFFICE B1 FLOORSPACE

44. The total combined office floor space (Use class B1) in the development hereby approved shall not exceed 10,061m²

Note: This restraint does not apply to offices that are ancillary to the B2 or B8 use of the buildings to which they are related.

Reason: To ensure the development is consistent with planning policies to direct main use offices to town centres.

B2 FLOORSPACE MAXIMA

45. The total combined industrial floor space (Use class B2) in the development hereby approved shall not exceed 97,252m²

Note: This restraint does not apply to B2 industrial activities that are ancillary to the principal B8use of the buildings to which they are related.

Reason: To preserve the site for predominant distribution uses, and to ensure consistency with the highway impact statement.

PERMITTED DEVELOPMENT RIGHTS

46. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revising, revoking and re-enacting that Order with or without modification) or provisions of the Use Classes Order (England) 1987 (as amended), no other uses other than those hereby approved (B1, B2 and B8) shall be carried out at the application premises. No extensions, new buildings or structures or additional hard surfaced areas shall be constructed or erected without further planning permission.

Reason: In the interest of amenities and retaining employment floor space in accordance with Policy 22 of the North Northamptonshire Joint Core Strategy 2016.