

# PLANNING GRANTED



Mr C Tunnell  
Ove Arup And Partners Ltd  
13 Fitzroy Street  
London  
W1T 4BQ

Please reply to: Ms Sharon Davidson  
Email: Development.control@enfield.gov.uk  
My ref: 16/01197/RE3  
Date: 10 July 2017

Dear Sir/Madam

In accordance with the provisions of the Town and Country Planning Act, 1990 and the Orders made thereunder, and with regard to your application at:

**LOCATION:** Meridian Water, Willoughby Lane And, Meridian Way, London  
**REFERENCE:** 16/01197/RE3  
**PROPOSAL:** Development of Phase 1 of Meridian Water comprising up to 725 residential units, new station building, platforms and associated interchange and drop-off facilities including a pedestrian link across the railway, a maximum of 950 sqm retail (A1/A2/A3), floorspace, a maximum of 600 sqm of community (D1) floorspace, a maximum of 750 sqm of leisure (D2) floorspace, associated site infrastructure works including ground and remediation works, roads, cycle-ways and footpaths, utility works above and below ground, surface water drainage works, energy centre and associated plant, public open space and childrens play areas, and various temporary meantime uses without structures (landscaping and open space).  
OUTLINE APPLICATION - ACCESS ONLY. An Environmental Statement, including a non-technical summary, also accompanies the planning application in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 (as amended by the 2015 Regulations).

By virtue of Regulation 3 of the Town and Country Planning General Regulations, 1992 the proposal, as described above, is development for which permission is deemed to be **GRANTED** on behalf Enfield Council, by the Planning Committee (or under Delegated Powers) subject to the following **CONDITION(S)**:

## SITE WIDE CONDITIONS

- 1 Definition of Site Extent

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Director - Environment  
Enfield Council  
Civic Centre, Silver Street  
Enfield EN1 3XY

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Prior to or in conjunction with the first Reserved Matters submission a detailed plan shall be submitted to and approved in writing by the Local Planning Authority which identifies the extent of land for development of Meridian Water Station, hereafter referred to as the Station Site and for development of the remaining development, hereafter referred to as the Main Site.

Reason:

To allow reasonable identification of those areas of land required for the development of Meridian Water Station.

## 2 Grampian condition requiring completion of the S106 Agreement

No development shall take place on any part of the Main Site (save for operations consisting of site clearance, archaeological investigations, investigations for assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and construction of the proposed junction at Leaside Road for site construction access in accordance with Plan [ARP-02-08-DR-S3-0400]) unless and until all parties with a legal interest in the relevant part of the Main Site have entered into a planning obligation pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in accordance with, and substantially in the form of, the draft agreement appended to this decision notice.

Reason:

The Council would have refused the planning application in the absence of the section 106 agreement and at the time of this permission being issued the applicant was not able to bind the legal interests in the development site under the section 106 agreement. Development must not commence on any part of the Main Site until the legal interests in that part are bound under the section 106 agreement and the obligations are enforceable in accordance with the aims and objectives of policies Core Policies 38 and 46 of the Enfield Core Strategy (2010).

## 3 Compliance with Approved Plans

The development hereby permitted shall be carried out in accordance with the approved plans and documents including plans(s) that may have been revised or may be amended necessary to support the Reserved Matters application(s) required by the various conditions of this permission, as set out in the attached schedule which forms part of this notice:

281_A_P_140_00 (Rev 04)	Location Plan;
281_A_P_140_01 (Rev 04)	Planning Application boundary;
281_A_P_140_02 (Rev 06)	Development Zones and Buildings Dimension;
281_A_P_140_03 (Rev 10)	Public Realm and Land Use;
281_A_P_140_04 (Rev 06)	Privacy Buffers and Distancing;
281_A_P_140_05 (Rev 06)	Vehicular access and route network;
281_A_P_140_06 (Rev 05)	Pedestrian access and route network;

281\_A\_P\_140\_07 (Rev 06) Development use at ground floor level;  
 281\_A\_P\_140\_08 (Rev 06) Development use at first floor level;  
 281\_A\_P\_140\_09 (Rev 06) Development use at upper floor levels;  
 281\_A\_P\_140\_10 (Rev 06) Public Space provision;  
 281\_A\_P\_140\_11 (Rev 06) Protected Frontages;  
 281\_A\_P\_140\_12 (Rev 01) Landscaping Plan for Leaside Road Access;  
 281\_A\_P\_140\_13 (Rev 01) Landscaping Plan for Kimberley Road Access (Pedestrian Only);  
 281\_A\_P\_140\_14 (Rev 01) Landscaping Plan for Kimberley Road Access;  
 281\_A\_P\_140\_15 (Rev 01) Landscaping Plan for Albany Road Access;  
 281\_A\_P\_140\_16 (Rev 01) Landscaping Plan for Glover Drive/ Meridian Way Access;  
 281\_A\_P\_140\_17 (Rev 01) Landscaping Plan for Glover Drive/ Meridian Way Access;  
 ARP-02-08-DR-S3-0314 (Rev 03) Meridian Water Phase 1 Proposed Works at Leaside Road;  
 243388\_140\_01 (Rev 01) Leaside Road Access Proposed Junction Layout;  
 243388\_140\_03 (Rev 01) Leaside Road Access Swept Path Analysis Rigid lorry/ waste collection;  
 243388\_140\_02 (Rev 01) Leaside Road Swept Path Analysis - Rigid Servicing Vehicles;  
 ARP-02-08-DR-S3-0315 (Rev 03) Meridian Water Phase 1 Proposed Works at Kimberley Road;  
 243388\_140\_04 (Rev 01) Kimberly Road Access Proposed Junction Layout;  
 243388\_140\_05 (Rev 01) Kimberley Road Swept Path Analysis - Rigid lorry/ waste collection;  
 ARP-02-08-DR-S3-0316 (Rev 03) Meridian Water Phase 1 Proposed Works at Albany Road;  
 243388\_140\_06 (Rev 01) Albany Road Emergency Only Access Swept Path Analysis Fire;  
 appliance  
 ARP-02-08-DR-S3-0368 (Rev 02) Meridian Water Phase 1 Proposed Works at Glover Drive/  
 Meridian Way;  
 243388\_140\_07 (Rev 02) Meridian Way/ Glover Drive Proposed Junction Layout;  
 243388\_140\_08 (Rev 02) Meridian Way/ Glover Drive Proposed station taxi loop swept path of a  
 car;  
 ARP-02-08-DR-S3-0369 (Rev 02) Meridian Water Phase 1 Proposed Works at Meridian Way;  
 243388\_140\_09 (Rev 02) Meridian Water Station Swept Path Analysis - Rigid Lorry/ Waste  
 collection;  
 ARP-02-08-DR-S3-0326 (Rev 03) Proposed Utilities Corridors;  
 MW03 Meridian Water - Willoughby Lane Development Specification March 2016 (Rev 02)  
 281-A-P-240-01 Rev. 02 Maximum Block Height Parameters JJ-KK-LL;  
 281-A-P-240-02 Rev. 02 Maximum Block Height Parameters MM-NN-OO-PP;  
 281-A-P-240-03 Rev. 01 Typical Sections at Access Points (AA-BB-CC-DD-EE-FF);

Reason:

For the avoidance of doubt and in the interests of proper planning.

#### 4 Phasing Details

Prior to or in conjunction with the submission of first Reserved Matters, details of a phasing plan for the site shall be submitted to and approved in writing by the Local Planning Authority. The phasing plan shall include:

- i) the phasing and build out of development plots;
- ii) the phasing and timescale for delivery of open spaces (including delivery of an ecological corridor and implementation of landscaping works to Pymmes Brook), meanwhile use plots, public realm, retail, community and leisure floor space in relation to number of dwellings constructed;
- iii) the phasing of construction, both construction access and permanent access of all vehicles, pedestrian and cycle access points to the site and to be delivered within each phase, including the provision of the accesses to Meridian Way;
- iv) the phasing of remediation work and interactions with the phasing of development plots;
- v) the phasing of implementation of the flood mitigation measures forming part of the approved Flood Risk Assessment (MW17 - April 2016).
- vi) The phasing of the station building site and station public realm site for the purposes of submission of Reserved Matters application(s) for the Station Site, pursuant to Conditions 1 and 89.

The development shall be implemented in accordance with the approved phasing plan or any subsequent amended or revised plan agreed formally in writing by the Local Planning Authority.

Reason:

To ensure that implementation of the development is undertaken in a planned manner with infrastructure and access to the site provided in association with occupation of development in accordance with core policy 38 of the Enfield Core Strategy (2010).

Informative:

Should the phasing of any of the matters listed in 4(i)-(vi) be required to change following discharge of the condition as a result of updates to the programme of works or phasing of construction, the applicant is required to submit the updated phasing plan(s) to the Local Planning Authority to formally re-discharge the condition.

## 5 Reserved Matters

Prior to the commencement of development on any individual phase approved pursuant to condition 4, the details listed below (herein called 'the Reserved Matters') shall first be submitted to and approved in writing by the Local Planning Authority:

- i) Layout (including car parking provision, access and servicing arrangements, and waste management)
- ii) Scale (including existing and proposed levels)
- iii) Appearance
- iv) Landscaping

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

Reason:

To comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

## 6 Reserved Matters Compliance

Each application for the approval of Reserved Matters shall contain, as appropriate, the information specified in the Reserved Matters Applications Specification and all such applications shall be in accordance with the Design Code (MW04 - January 2017) unless otherwise agreed with the Local Planning Authority through the Reserved Matters.

Reason:

To ensure full compliance with the planning application hereby approved and to prevent harm arising through deviations from the approved plans in accordance with policies 3.3, 3.4, 3.5, 3.6, 3.7, 3.9, 3.9, 5.1, 5.2, 5.3, 5.5, 5.13, 6.4, 6.9, 6.10, 6.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 of the London Plan (2016), policies 1, 4, 21, 24, 25, 26, 28, 29, 30, 34, 36, 37, 38 and 46 of the Enfield Core Strategy (2010) and policies DMD3, DMD6, DMD8, DMD9, DMD10, DMD37, DMD38, DMD45, DMD47, DMD48, DMD49, DMD50, DMD51, DMD56, DMD57, DMD58, DMD59, DMD61, DMD65, DMD65, DMD68, DMD69, DMD72, DMD79, DMD80, DMD81 of Enfield's Development Management Document (2014).

## 7 Time Limit for Reserved Matters

The first application for approval of Reserved Matters shall be made to the Local Planning Authority no later than three years from the date of this permission. The last application for Reserved Matters shall be made no later than 8 years from the date of this permission.

Reason:

In accordance with the requirements of section 51 of the Planning and Compulsory Purchase Act 2004.

## 8 Time Limit - Commencement

The commencement of each phase of development identified pursuant to condition 4 and pursuant to this outline consent shall begin before the expiration of two years from the date of the last reserved matter of that phase to be approved.

Reason:

To prevent the accumulation of unimplemented planning permissions and in accordance with the requirements of section 51 of the Planning and Compulsory Purchase Act 2004.

## 9 Site Wide Remediation - Ground Water Monitoring Plan

Prior to commencement of development a site-wide groundwater monitoring plan for the deep chalk aquifer shall be submitted to and approved in writing by the Local Planning Authority. All monitoring

shall be undertaken in accordance with the approved plan. Reports as specified in the approved plan, including details of any remedial measures arising from the monitoring and subsequent assessment, shall be submitted to and approved in writing by the Local Planning Authority. Any remedial measures shall be carried out in accordance with the details in the approved reports. On completion of the monitoring specified in the plan a final report demonstrating that all remedial measures have been achieved shall be submitted to and approved in writing by the Local Planning Authority

**Reason:**

To safeguard groundwater quality and human health in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

**Informative:**

If monitoring in any part of the planning application boundary is not feasible at the time of commencement of development the applicant may apply in writing for a variation to the requirement of this condition.

## 10 Remediation - Verification and Shallow Groundwater Monitoring Plan

Prior to commencement of development of each phase or sub-phase of development identified pursuant to Condition 4 a verification and shallow groundwater monitoring plan shall be submitted to and approved in writing by the local planning authority for that phase of the development (for any relevant works required other than that approved under planning consents 15/04173/RE4 and 15/04050/RE4). The shallow groundwater monitoring will be site-wide unless otherwise agreed in writing with the planning authority. The plan will take account of the findings, conclusions and recommendations of the remediation phase verification report and incorporate any long-term monitoring and maintenance plan identified by that report. If a long-term monitoring and maintenance plan is recommended by the remediation phase verification report (required by Condition 3 of the remediation planning consents 15/04173/RE4 and 15/04050/RE4) this shall be referred to and implemented as approved, unless otherwise agreed in writing with the Local Planning Authority.

**Reason:**

To safeguard groundwater quality and human health in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

**Informative:**

If monitoring in any part of the planning application boundary is not feasible at the time of commencement of development the applicant may apply in writing for a variation to the requirement of this condition.

## 11 Remediation Verification Report

Prior to occupation of each phase of the development identified pursuant to Condition 4 a verification report demonstrating completion of the works set out in the approved remediation strategy and groundwater monitoring plans (for both deep and shallow groundwater) and the effectiveness of the remediation for that phase of the development shall be submitted to and approved in writing by the Local Planning Authority. The report shall confirm that the plans required by Conditions 9, 10, 30, 31, 32, 33, 34, and 35 have been fully implemented. The verification report will include the need for long-term monitoring and maintenance arrangements and contingency action.

Reason:

To safeguard human health, groundwater and surface water in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 12 Restrictions on use of retail/leisure/community space

Notwithstanding the provisions of Part 3, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015, or any amending Order, no change of use of the approved Use Class A1 / A2 / A3 premises to Use Class C3 or D2 of the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) shall take place unless otherwise agreed in writing with the Local Planning Authority.

Reason:

To ensure the retention of active frontages, appropriate infrastructure is retained to support the new residential community and because highway and other impacts have been assessed on the basis of the above uses in accordance with policies DMD25, DMD37, DMD39 and DMD48 of the Enfield Development Management Document (2014).

#### 13 Roller Shutters

No roller shutters or associated housing boxes shall be applied to any external face of any buildings.

Reason:

To safeguard the appearance of the development in accordance with CP30 of the Enfield Core Strategy (2010) and policy DMD37 of Enfield's Development Management Document (2014).

### **MAIN SITE CONDITIONS**

#### 14 Public Realm Strategy - Main Site

Prior to or in conjunction with the submission of first Reserved Matters on the Main Site, a Public Realm Strategy to cover the areas of public realm identified pursuant to condition 4 (ii) shall be submitted to and approved in writing by the Local Planning Authority, to include:

- i) The treatment of the perimeter of the site.
- ii) Typical treatment of roads and pedestrian and cycle routes.
- iii) Details of any traffic calming measures in line with the Design Code (MW04 - January 2017).
- iv) Typical details of hard surface materials (size, type, colour and typical cross sections).
- v) Typical details of minor artefacts and structures, including furniture and signs.
- vi) Typical tree pit details in both soft and hard surfacing.
- vii) Details of the wayfinding strategy for the development.
- viii) Surface treatment details to a minimum scale of 1:20 including cross sections of all Interface Areas.

The Public Realm Strategy will be consistent with the approved Design Code (MW04 - January 2017) and any updated version(s). Each Reserved Matters submission shall demonstrate compliance with the approved strategy. The development shall be carried out in accordance with the approved details.

**Reason:**

To ensure a high-quality design and satisfactory appearance to public realm in accordance with CP30 of the Enfield Core Strategy (2010) and policies DMD37 and DMD81 of Enfield's Development Management Document (2014).

**Informative:**

Interface Area means the point at which the development on the main site abuts the station site and the point at which the development abuts existing public highway or land immediately bounding the application site.

## 15 Construction Environmental Management Plan - Site Preparation and Remediation

Prior to the commencement of any development associated with operations consisting of site clearance, archaeological investigations, investigations for assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, and the temporary display of site notices or advertisements a Construction Environmental Management Plan and Code of Construction Practice for those works shall be submitted to and approved by the Local Planning Authority.

The development shall be implemented in accordance with the approved plan and code of construction practice. The plan will include the following information:

with respect to contaminated land and ground conditions:

- i) relevant methods specified in CIRIA A Guide for Safe Working On Contaminated Sites (C132) when handling arisings, due to the potential for hydrocarbons, asbestos and other contaminants;
- ii) procedures and protocols to prevent or manage the exposure of construction workers, visitors to the construction area, and users of neighbouring areas to contaminated materials;
- iii) measures to limit dust generation during excavation, handling and storage of potentially contaminated materials;



- iv) boundary monitoring of dust, volatile organic compounds and asbestos fibres during excavation and soil handling at points of greatest sensitivity;
- v) appropriate procedures for handling and treatment of groundwater;
- vi) measures to protect workers from vapours and dermal contact if hydrocarbon contamination is excavated, for instance during piling;
- vii) measures required under the Control of Asbestos Regulations 2012 and associated code of practice;
- viii) measures to control potential odours from the hydrocarbon and gasworks contaminated soils and prevent nuisance for workers and off site residents; and
- ix) good practice operation and containment measures for storage of fuels or liquid chemicals to conform with government regulations and pollution prevention guidance (PPGs) issued by the EA.

With respect to biodiversity:

- x) risk assessment of potentially damaging construction activities, identification of biodiversity protection zones, practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction, the location and timing of sensitive works to avoid harm to biodiversity features, identify the times during construction when specialist ecologists need to be present on site to oversee works, responsible persons and lines of communication, use of protective fences, exclusion barriers and warning signs.

Reason:

To ensure the implementation of the construction access does not lead to damage to the existing highway, harm ecological features during the construction phase and to minimise disruption to neighbouring properties and the environment in accordance with policies 5.21, 7.1 and 7.15 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD65, DMD66, DMD68 and DMD70 of the Enfield Development Management Document (2014).

## 16 Construction Environmental Management Plan - Leaside Road Junction

Prior to the commencement of any development associated with the construction of the proposed junction at Leaside Road for site construction access in accordance with Plan [ARP-02-08-DR-S3-0400] (including associated operations consisting of site clearance, archaeological investigations, investigations for assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, and the temporary display of site notices or advertisements) a Construction Environmental Management Plan and Code of Construction Practice for construction of the junction shall be submitted to and approved by the Local Planning Authority.

The development shall be implemented in accordance with the approved plan and code of construction practice. The plan will include the following information:

with respect to contaminated land and ground conditions:

- i) relevant methods specified in CIRIA A Guide for Safe Working On Contaminated Sites (C132) when handling arisings, due to the potential for hydrocarbons, asbestos and other contaminants;
- ii) procedures and protocols to prevent or manage the exposure of construction workers, visitors to the construction area, and users of neighbouring areas to contaminated materials;
- iii) measures to limit dust generation during excavation, handling and storage of potentially contaminated materials;
- iv) boundary monitoring of dust, volatile organic compounds and asbestos fibres during excavation and soil handling at points of greatest sensitivity;
- v) appropriate procedures for handling and treatment of groundwater;
- vi) measures to protect workers from vapours and dermal contact if hydrocarbon contamination is excavated, for instance during piling;
- vii) measures required under the Control of Asbestos Regulations 2012 and associated code of practice;
- viii) measures to control potential odours from the hydrocarbon and gasworks contaminated soils and prevent nuisance for workers and off site residents; and
- ix) good practice operation and containment measures for storage of fuels or liquid chemicals to conform with government regulations and pollution prevention guidance (PPGs) issued by the EA.

With respect to biodiversity:

- x) risk assessment of potentially damaging construction activities, identification of biodiversity protection zones, practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction, the location and timing of sensitive works to avoid harm to biodiversity features, identify the times during construction when specialist ecologists need to be present on site to oversee works, responsible persons and lines of communication, use of protective fences, exclusion barriers and warning signs.

Reason:

To ensure the implementation of the construction access does not lead to damage to the existing highway, harm ecological features during the construction phase and to minimise disruption to neighbouring properties and the environment in accordance with policies 5.21, 7.1 and 7.15 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD65, DMD66, DMD68 and DMD70 of the Enfield Development Management Document (2014).

## 17 Construction Environmental Management Plan - Main Site

Prior to the commencement of any development within the Main Site (excluding operations consisting of site clearance, archaeological investigations, investigations for assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and construction of the proposed junction at Leaside Road for site construction access in accordance with Plan [ARP-02-08-DR-S3-0400]) a site-wide Framework Construction Environmental Management Plan and Code of Construction Practice shall be submitted to and approved by the Local Planning Authority.

The plan will include the following information:

with respect to contaminated land and ground conditions:

- i) relevant methods specified in CIRIA A Guide for Safe Working On Contaminated Sites (C132) when handling arisings, due to the potential for hydrocarbons, asbestos and other contaminants;
- ii) procedures and protocols to prevent or manage the exposure of construction workers, visitors to the construction area, and users of neighbouring areas to contaminated materials;
- iii) measures to limit dust generation during excavation, handling and storage of potentially contaminated materials;
- iv) boundary monitoring of dust, volatile organic compounds and asbestos fibres during excavation and soil handling at points of greatest sensitivity;
- v) appropriate procedures for handling and treatment of groundwater;
- vi) measures to protect workers from vapours and dermal contact if hydrocarbon contamination is excavated, for instance during piling;
- vii) measures required under the Control of Asbestos Regulations 2012 and associated code of practice;
- viii) measures to control potential odours from the hydrocarbon and gasworks contaminated soils and prevent nuisance for workers and off site residents;
- ix) good practice operation and containment measures for storage of fuels or liquid chemicals to conform with government regulations and pollution prevention guidance (PPGs) issued by the EA; and
- x) measures required under EA Pollution Prevention Guidance on works in, near or over watercourses (PPG5) for works near Pymme's Brook.

With respect to biodiversity:

- xi) risk assessment of potentially damaging construction activities, identification of biodiversity protection zones, practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction, the location and timing of sensitive works to avoid harm to biodiversity features, identify the times during construction when specialist ecologists need to be present on site to oversee works, responsible persons and lines of communication, use of protective fences, exclusion barriers and warning signs, details of measures to control potential pollution events and sedimentation into the Pymmes Brook; and
- xii) measures required for the protection of the ecological corridor and other relevant environmental mitigation measures.

Reason:

To ensure the implementation of the development does not lead to damage to the existing highway, harm ecological features during the construction phase and to minimise disruption to neighbouring properties and the environment in accordance with policies 5.21, 7.1 and 7.15 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD65, DMD66, DMD68 and DMD70 of the Enfield Development Management Document (2014).

Prior to the commencement of each phase (including construction phase and/ or development plot(s) identified pursuant to condition 4), and excluding operations consisting of site clearance, archaeological investigations, investigations for assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and the construction of the proposed junction at Leaside Road for site construction access in accordance with Plan [ARP-02-08-DR-S3-0400]) of development within the Main Site a detailed Construction Environmental Management Plan and Code of Construction Practice for the relevant phase(s) shall be submitted to and approved in writing by the Local Planning Authority. These shall comply and align with the Framework Construction Environment Management Plan and Code of Construction Practice submitted pursuant to Condition 16. The development shall be implemented in accordance with the approved plan and code of construction practice. The plan will include detail on the following information:

with respect to contaminated land and ground conditions:

- i) relevant methods specified in CIRIA A Guide for Safe Working On Contaminated Sites (C132) when handling arisings, due to the potential for hydrocarbons, asbestos and other contaminants;
- ii) procedures and protocols to prevent or manage the exposure of construction workers, visitors to the construction area, and users of neighbouring areas to contaminated materials;
- iii) measures to limit dust generation during excavation, handling and storage of potentially contaminated materials;
- iv) boundary monitoring of dust, volatile organic compounds and asbestos fibres during excavation and soil handling at points of greatest sensitivity;
- v) appropriate procedures for handling and treatment of groundwater;
- vi) measures to protect workers from vapours and dermal contact if hydrocarbon contamination is excavated, for instance during piling;
- vii) measures required under the Control of Asbestos Regulations 2012 and associated code of practice;
- viii) measures to control potential odours from the hydrocarbon and gasworks contaminated soils and prevent nuisance for workers and off site residents;
- ix) good practice operation and containment measures for storage of fuels or liquid chemicals to conform with government regulations and pollution prevention guidance (PPGs) issued by the EA; and
- x) measures required under EA Pollution Prevention Guidance on works in, near or over watercourses (PPG5) for works near Pymme's Brook.

With respect to biodiversity:

- xi) risk assessment of potentially damaging construction activities, identification of biodiversity protection zones, practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction, the location and timing of sensitive works to avoid harm to biodiversity features, identify the times during construction when specialist ecologists need to be present on site to oversee works, responsible persons and lines of communication, use of protective

fences, exclusion barriers and warning signs, details of measures to control potential pollution events and sedimentation into the Pymmes Brook; and  
xii) measures required for the protection of the ecological corridor and other relevant environmental mitigation measures.

Reason:

To ensure the implementation of the development does not lead to damage to the existing highway, harm ecological features during the construction phase and to minimise disruption to neighbouring properties and the environment in accordance with policies 5.21, 7.1 and 7.15 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD65, DMD66, DMD68 and DMD70 of the Enfield Development Management Document (2014).

## 19 Construction Logistics Plan - Main Site

Prior to the commencement of development on each individual phase identified within the Main Site pursuant to condition 4 a detailed Construction and Logistics Plan for that phase shall be submitted to and approved in writing by the Local Planning Authority, which considers the impact of the development on air quality and the surrounding transport network. The plan shall include:

- i) A photographic condition survey of public carriageways, verges and footways in the vicinity of the site;
- ii) Works programme;
- iii) Trip generation associated with the construction project, swept path analysis and identification of any works needed to the public highway;
- iv) Routeing - primary and secondary designated routes to show how vehicles will keep to main routes and comply with the London Lorry Control Scheme;
- v) Delivery scheduling;
- vi) Use of holding areas and vehicle call up;
- vii) Permit schemes and access;
- viii) Parking, loading and unloading arrangements;
- ix) Traffic management;
- x) Measures and training to reduce danger posed to cyclists by HGV's;
- xi) Consideration of use of alternative modes of transport (water freight/rail);
- xii) CLP management including contact details for the person responsible for ensuring compliance with the Plan during construction;
- xiii) Provision of wheel cleaning facilities;
- xiv) Details of any temporary construction access;
- xv) a management plan setting out measures to control construction pressures on the Lee Valley Ramsar and site; and
- xvi) a plan written in accordance with the Mayor of London's supplementary planning guidance 'The Control of Dust and Emissions During Construction and Demolition' detailing how dust and emissions will be managed during demolition and construction work.

The development shall be undertaken in accordance with the approved plan.

Reason:

In order to ensure that the impact of the development on the surrounding transport network is sufficiently assessed and where necessary appropriately mitigated in accordance with policy DMD48 of the Enfield Development Management Document (2014).

## 20 Control of Working Hours and Deliveries to Site

No demolition, construction or maintenance activities audible at the boundary of any residential dwelling and no deliveries of construction and demolition materials shall be undertaken outside the hours of 07.00 to 18.00 Monday to Friday and 07.00 to 13.00 Saturday or at any time on Sundays and Bank or Public Holidays without the written approval of the Local Planning Authority, unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974.

Reason:

To ensure that the demolition of the existing buildings and the construction and maintenance of the development does not prejudice the amenities of occupiers of nearby premises due to noise pollution in accordance with policy DMD68 of the Enfield Development Management Document (2014).

## 21 Residential Floorspace Standards Compliance

Any residential development shall comply with the minimum internal floorspace requirements of the London Plan 2015 to include Minor Alterations to the London Plan 2016 (or any amended version thereof) unless otherwise agreed with the Local Planning Authority through Reserved Matters.

Reason:

For the avoidance of doubt and in the interests of proper planning, and to ensure a high quality form of development in accordance with policy 3.5 of the London Plan (2016).

## 22 Detailed Drawings - Main Site

Each Reserved Matters application within the Main Site submitted pursuant to Condition 5 shall include detailed drawings and cross sections (to a minimum scale of 1:20) through all typical facades associated with that particular phase of development. The details shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason:

To ensure a satisfactory external appearance in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

## 23 Materials Samples and Panels - Main Site

### A) Sample Materials

Before any superstructure work is commenced on any individual phase of development within the Main Site identified pursuant to Condition 4, samples of all external finishing materials visible on the façade of the buildings of the relevant phase shall be submitted to and approved in writing by the Local Planning Authority. This shall include but not be limited to:

- i) Facing and roof materials;
- ii) balcony treatment;
- iii) window material details;
- iv) the boundary treatment; and
- v) external rainwater goods, where permitted.

### B) Sample Panels

Sample panels of a typical structure bay shall be provided in proximity to the application site or at a location agreed and approved in writing by the Local Planning Authority for each phase of development. The sample panels must be approved in writing by the LPA and must show the brickwork, mortar mix, windows, reveals and window detailing, brickwork detailing, balcony detailing, balustrades, cills and copings. The sample panels shall be retained on site for the duration of the build.

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

Reason:

To ensure a satisfactory external appearance in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

## 24 Shopfront and Signage Strategy - Main Site

With the submission of the first Reserved Matters application within the Main Site that includes a development plot providing either retail (class A1/A2/A3), leisure (class D2) or community floorspace (class D1), details of the site wide shopfront design and signage strategy shall be submitted to and approved in writing by the Local Planning Authority in accordance with Section 4.3 of the approved Design Code (MW04 - January 2017) and any updated version(s). Each Reserved Matters submission shall comply with the approved strategy.

Reason:

To ensure a satisfactory external appearance of retail, leisure and community units in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

#### 25 Hours of Use

The approved Use Class A1 / A2 / A3 premises shall not be open to the public except between the hours of 06.30 to 23.00 Monday to Saturday and between 6.30 and 17.00 hours on Sundays and Bank Holidays. The approved Use Class D1/D2 premises shall not be open to the public except between the hours of 06.30 to 23.00 Monday to Saturday and between 6.30 and 20.00 hours on Sundays and Bank Holidays.

The approved Use Class A1 / A2 / A3 and D1/D2 premises shall not be open at any other time and all activity associated with the use shall cease within 1 hour of the closing time specified above.

Reason:

To safeguard the amenities of neighbouring residential occupiers.

#### 26 No plant/equipment to external facades - Main Site

Unless agreed through the approval of Reserved Matters pursuant to Condition 5, no plant or equipment shall be affixed to any external face of a building or added to the roof of a building within the Main Site, in accordance with Section 4 of the approved Design Code (MW04 - January 2017) and any updated version(s).

Reason:

In the interest of amenity and to ensure a satisfactory external appearance in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

#### 27 Telecommunications/ Satellite Strategy - Main Site

Prior to the commencement of development on any individual phase of development within the Main Site identified pursuant to Condition 4, details of any associated communal telecommunications infrastructure and plant shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out strictly in accordance with the details approved and maintained as such thereafter.

Reason:

To ensure satisfactory appearance and facilitate equitable access to telecommunications services in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).



## 28 Restriction on satellite equipment - Main Site

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), no external telecommunications equipment or infrastructure shall be erected to any built development within the Main Site, other than those expressly authorised by this permission or as agreed through the approval of reserved matters.

### Reason:

To retain the high quality external design promoted by this development in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

## 29 Green Procurement Plan - Main Site

Each Reserved Matters application pursuant to Condition 5 within the Main Site shall include a Green Procurement Plan to be submitted to and approved in writing by the Local Planning Authority. The Green Procurement Plan shall demonstrate how the procurement of materials for the development will promote sustainability, including by use of low impact, locally and/or sustainably sourced, reused and recycled materials through compliance with the former requirements of MAT1, MAT2 and MAT3 of the Code for Sustainable Homes and/or relevant BREEAM standard. The Plan must also include strategies to secure local procurement of materials. Wherever possible, this should include targets and a process for the implementation of this plan through the development process. The development shall be constructed and procurement plan implemented strictly in accordance with the Green Procurement Plan so approved.

### Reason:

To ensure sustainable procurement of materials which minimises the negative environmental impacts of construction in accordance with Policy CP22 and CP23 of the Core Strategy (2010) and Policy 5.3 of the London Plan (2016).

## 30 Implementation Plan and Verification Methods - Main Remediation Site

Prior to commencement of the importation of the human health soil cover layers, in areas of gardens, landscaping and temporary or mean time uses in any individual phase of development within the Main Remediation Site, an implementation plan will be submitted to and approved in writing by the Local Planning Authority before importation confirming the compliance procedures, the thickness of the cover layers and methods of construction of the cover layers and the verification methods (on-site testing frequency and assessment criteria) for each area within that Phase(s) of development. The implementation plan should consider the requirement for capillary breaks (if applicable) and other protective measures. The works shall be implemented in accordance with the approved plan prior to occupation of any unit within that particular phase.

Reason:

To safeguard human health in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

### 31 Ground and Gas Vapour Assessment - Main Remediation Site

Prior to the commencement of the development of any superstructures in any individual phase of development within the Main Remediation Site, a ground gas and vapour assessment shall be submitted to and approved in writing for that Phase(s) demonstrating the requirements for gas and vapour protection in accordance with BS8485 and BS8576. The assessment should take account of recommendations in CIRIA reports C748, C716 and C682. This will include additional gas and vapour monitoring, if appropriate, after the remediation phase to confirm the gas and vapour regime at the site following those works. The assessment will set out a ground gas and vapour mitigation verification plan that takes account of the recommendations in CIRIA report 735 and NHBC guidance. The development shall be carried out in accordance with the approved details.

Reason:

To safeguard human health in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

### 32 Piling Risk Assessment - Main Remediation Site

Piling or other penetrative methods shall not be permitted within the Main Remediation Site other than with the express written consent of the Local Planning Authority. Prior to construction of the foundations in any phase of development within the Main Remediation Site a risk assessment for that Phase or for an area agreed in advance with the Local Planning Authority will be submitted to and approved in writing with the Local Planning Authority that will take account of previous consultations with the Environment Agency, and the conditions in which the remediation stage has left the site. The risk assessment will take account of the document "Piling at Willoughby Lane and Meridian Way, August 2016 Ref: 34910C825i2" that describes suitable piling techniques and the key constraints at the site. The development shall be carried out in accordance with the approved details.

Reason:

To safeguard groundwater quality and human health in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

### 33 Investigative Boreholes Risk Assessment

Investigation boreholes that extend into the top of the London Clay shall not be permitted other than with the express written consent of the Local Planning Authority. A risk assessment for that phase or

for an area agreed in advance with the Local Planning Authority will be submitted to and approved in writing with the Local Planning Authority prior to the implementation of any boreholes.

Reason:

To safeguard human health and groundwater quality in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 34 Unidentified Contamination Remediation Strategy - Main Remediation Site

If during a particular phase of development within the Main Remediation Site contamination that has not previously been identified is found to be present in a particular area of that Phase of development, then no further development in that phase (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted an updated addendum remediation strategy specifically for the previously unidentified contamination to the Local Planning Authority detailing how it shall be dealt with and obtained written approval from the Local Planning Authority. The addendum remediation strategy shall be implemented as approved.

Reason:

To safeguard human health and groundwater in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

Informative:

Condition 34 requires work in the Phase of development to cease until the addendum remediation strategy is agreed in writing. However, if the identified contamination is limited in extent, the applicant can apply in writing to the local authority to continue development elsewhere in that Phase of development, and cease work only in the particular area where the unexpected contamination was identified. The applicant can continue development elsewhere while an updated remediation strategy is agreed for the particular area.

#### 35 Surface Water and Drainage Management Plan - Main Remediation Site

Prior to development of each phase of development within the Main Remediation Site a surface water, infiltration and drainage management plan will be submitted to and approved in writing by the Local Planning Authority for that particular phase of development, taking account of the site wide drainage strategy and constraints. The plan shall confirm that infiltration drainage into the ground will be minimised, including in landscaped areas such as to cause no adverse impact on controlled waters. The plan shall also assess the infiltration associated with landscaping of the banks of the Pymmes Brook or banks of proposed new waterways [where appropriate] and that the works do not result in an unacceptable risk to controlled waters. The same requirements shall apply to other structures such as flood return pipes and future district heating infrastructure. The plan will also set out methods to prevent contaminant transportation and migration along utility trenches or other

structures. The plan will also confirm the construction details of sewers and drainage. The development shall be carried out in accordance with the approved details.

Reason:

To safeguard groundwater and surface water in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD61, DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

### 36 Underlap Areas Extent

Prior to the commencement of development a detailed plan shall be submitted to and approved in writing by the Local Planning Authority which identifies the extent of land that is not covered by the Station Remediation Site (as identified in Condition 89 or the Main Remediation Site, hereafter referred to as the 'Underlap Areas').

Reason:

To allow reasonable identification of those areas not covered by other remediation applications in accordance with CP32 of the Enfield Core Strategy (2010).

### 37 Remediation Strategy - Underlap Areas

No development shall commence within an area referred to on the drawings as one of the underlap areas until a remediation strategy for that Phase(s) of development has been submitted to and approved in writing by the Local Planning Authority that includes the following components to deal with the risks associated with contamination of the site. Each component shall be submitted to and approved, in writing, by the local planning authority unless otherwise agreed in writing with the authority:

- i) A preliminary risk assessment which has identified all previous uses potential contaminants associated with those uses a conceptual model of the site indicating sources/pathways/receptors and potentially unacceptable risks arising from contamination at the site.
- ii) A site investigation scheme, based on (i) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those offsite.
- iii) The results of the site investigation and the detailed risk assessment referred to in (ii) and, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- iv) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the local planning authority. The scheme shall be implemented as approved.

Reason:

To safeguard human health and groundwater in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 38 Piling Risk Assessment - Underlap Areas

Piling or other penetrative methods shall not be permitted within an area referred to on the drawings as one of the underlap areas other than with the express written consent of the Local Planning Authority. Prior to construction of the foundations in any phase of development a risk assessment for that Phase or for an area agreed in advance with the Local Planning Authority will be submitted to and approved in writing with the Local Planning Authority that will take account of previous consultations with the Environment Agency, and the conditions in which the remediation stage has left the site. The risk assessment will take account of the document "Piling at Willoughby Lane and Meridian Way, August 2016 Ref: 34910C825i1" that describes suitable piling techniques and the key constraints at the site. The development shall be carried out in accordance with the approved details.

Reason:

To safeguard groundwater quality and human health in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 39 Investigative Boreholes Risk Assessment - Underlap Areas

Investigation boreholes that extend into the top of the London Clay shall not be permitted within an area referred to on the drawings as one of the underlap areas other than with the express written consent of the Local Planning Authority. A risk assessment for that Phase(s) or for an area agreed in advance with the Local Planning Authority will be submitted to and approved in writing with the Local Planning Authority prior to the implementation of any boreholes.

Reason:

To safeguard groundwater quality and human health in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 40 Verification Report Underlap Areas

No occupation of any of the areas referred to on the drawings as the underlap areas identified pursuant to condition 36 shall take place until a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation for that phase of development has been submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and site-wide monitoring carried out in accordance with

the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a plan for long-term monitoring and maintenance for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, for that underlap area, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason:

To safeguard human health and groundwater in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 41 Unidentified Contamination Remediation Strategy - Underlap Areas

If, during development of the Underlap Areas, identified pursuant to condition 36, contamination that has not previously been identified is found to be present in a the Underlap Area, then no further development in that Underlap Area (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted an updated addendum remediation strategy specifically for the previously unidentified contamination to the Local Planning Authority detailing how it shall be dealt with and obtained written approval from the Local Planning Authority. The addendum remediation strategy shall be implemented as approved.

Reason:

To safeguard human health and groundwater in accordance with policy 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

Informative:

Condition 41 requires work in an Underlap Area to cease until the addendum remediation strategy is agreed in writing. However, if the identified contamination is limited in extent, the applicant can apply in writing to the local authority to continue development elsewhere in that Underlap Area, and cease work only in the particular area where the unexpected contamination was identified. The applicant can continue development elsewhere while an updated remediation strategy is agreed for the particular area.

#### 42 Drainage Strategy - Main Site

Development shall not commence on the Main Site until a Main Site-wide drainage strategy, including details of a sustainable drainage strategy on the Main Site in accordance with the London Plan Drainage Hierarchy, to include details of all on and/or off site drainage works, has been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker and Lead Local Flood Authority. No discharge of foul or surface water from the site in any phase of development, identified pursuant to condition 4 shall be accepted into the public system until the requisite part of the drainage works referred to in the strategy for that phase have been completed.

Reason:

The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community in accordance with Policy CP28 of the Enfield Core Strategy (2010), DMD59-63 of the Enfield Development Management Document (2014), Policies 5.12 & 5.13 of the London Plan (2016).

43 Sustainable Drainage Details - Main Site

Prior to the commencement of development on each phase within the Main Site identified pursuant to Condition 4 details of the sustainable drainage measures to be incorporated in to that individual phase, pursuant to the Main Site wide drainage strategy agreed pursuant to condition 42, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Lead Local Flood Authority. The details shall be based on the disposal of surface water by means of a sustainable drainage system in accordance with the principles as set out in the Technical Guidance to the National Planning Policy Framework and shall be designed to a 1 in 1 and 1 in 100 year storm event allowing for climate change. The details submitted shall include levels, sizing, cross sections and specifications for all drainage features and should be in line with SuDS Best Practise. These details should include proposals for maintenance and management of drainage systems. The sustainable drainage measures shall be provided in accordance with the approved details prior to occupation of the relevant phase.

Reason:

To ensure the sustainable management of water, minimise flood risk and to minimise discharge of surface water outside of the Main Site in accordance with Policy CP28 of the Enfield Core Strategy (2010), DMD59-63 of the Enfield Development Management Document (2014), Policies 5.12 & 5.13 of the London Plan (2016).

44 Drainage and SuDS Implementation - Main Site

Prior to occupation of each phase of development within the Main Site identified pursuant to Condition 4, a Verification Report demonstrating that the approved drainage / SuDS measures for that phase have been fully implemented in accordance with the approved plans shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

To ensure the sustainable management of water, minimise flood risk, minimise discharge of surface water outside of the Main Site and ensure that the drainage system will remain functional throughout the lifetime of the development in accordance with Policy CP28 of the Enfield Core Strategy (2010) and Policies 5.12 & 5.13 of the London Plan (2016) and the NPPF.

45 Flood Evacuation Report - Main Site

Prior to the occupation of each phase of development within the Main Site identified pursuant to Condition 4, a Flood Evacuation Report shall be submitted to and approved in writing by the Local Planning Authority confirming:

- i) The approved flood risk measures for that phase have been fully implemented;
- ii) Residential developments are provided with a dry access route within the low hazard area of the floodplain (as defined by the Environment Agency's Flood Risk Assessment Guidance for New Development R&D Technical Report FD2320); and
- iii) Finished floor levels are at least 300mm above the fluvial flood level, and 100mm above the surface water flood level for a 1 in 100 year plus climate change event.

Reason:

To ensure minimise flood risk in accordance with Policy CP28 of the Core Strategy (2010) and Policies 5.12 of the London Plan (2016) and the NPPF.

#### 46 Water Supply Infrastructure Impact Study - Main Site

Development shall not commence on the Main Site until impact studies of the proposed development on the existing water supply infrastructure have been submitted to and approved in writing by the Local Planning Authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point, together with a plan for the delivery of any identified works. The works shall be implemented in accordance with the approved plan.

Reason:

To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand in accordance with policies 5.15 and 5.14 of the London Plan (2016).

#### 47 Archaeology - Main Site

Prior to the commencement of development on each phase of development within the Main Site identified pursuant to Condition 4, a written scheme of investigation (WSI) shall be submitted to and approved in writing by the Local Planning Authority. For land that is included within the WSI, no development shall take place other than in accordance with the agreed WSI, which shall include:

- i) the strategy for dealing with overlaps between phases;
- ii) the statement of significance and research objectives;
- iii) the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works; and
- iv) the programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.



Reason:

To ensure the implementation of appropriate archaeological investigation, recording and publication in accordance with policy CP31 of the adopted Core Strategy 2011.

#### 48 Maximum number of residential units

The maximum number of residential units on the site shall be restricted to 725 units.

Reason:

For the avoidance of doubt and because the highway and other impacts have been assessed on the basis of the above quantum of development in accordance with policy 3.4 of the London Plan (2016) and CP1 and CP2 of Enfield's Core Strategy (2010).

#### 49 Limits on Non-Residential Floorspace

The non-residential element of the development hereby permitted under this permission shall be provided in accordance with the following schedule submitted pursuant to Condition 5 (all Gross External Area (GEA)):

- i) Retail (Use Class A1/A2/A3) - 950 sqm.
- ii) Gym (Use Class D2) - 750 sqm.
- iii) Community centre (Use Class D1) - 600 sqm.

Reason:

For the avoidance of doubt and because the highway and other impacts have been assessed on the basis of the above quantum of development in accordance with policies 3.16 and 4.8 of the London Plan (2016) and DMD25 of the Enfield Development Management Document (2014).

#### 50 Wheelchair Dwellings

90% of residential units shall meet Building Regulation requirement M4(2) accessible and adaptable dwellings and the remaining 10% of units meet Building Regulation requirement M4(3) wheelchair user dwellings unless demonstrated through the submission of a Reserved Matters Application that this is not feasible.

Reason:

To ensure the development adequately engages with the principles of inclusive access in accordance with policy 7.2 of the London Plan (2016).

#### 51 Noise Impact D2 Use

Prior to the occupation of any phase of development that includes provision of the D2 leisure space hereby approved, a scheme to address impact noise from the use of free weights and weight machines and exercise classes at the gym as well as music shall be submitted to and approved in writing by the Local Planning Authority. The development shall be completed in accordance with the approved details prior to occupation.

Reason:

To ensure that the occupiers of the buildings are protected from external noise pollution in accordance with policy DMD68 of the Enfield Development Management Document (2014).

## 52 Details of Open Spaces and Play Equipment - Main Site

Prior to the commencement of development in each phase of development within the Main Site identified pursuant to Condition 4, details of open spaces to be provided within that phase shall be submitted to and approved in writing by the Local Planning Authority, to include:

- i) Detailed drawings showing the proposed landscaping and layout of each open space including areas of soft landscape and vegetation types, areas of hard landscape and the proposed function of each open space.
- ii) Details of the locations and type of play equipment; water features; ponds and habitats to be created in each open space. Details will be consistent with the approved Design Code (MW04 - January 2017) and any updated version(s). Each area of open space shall be provided in accordance with the approved phasing plan submitted pursuant to condition 4.

Reason:

To ensure a high quality design and satisfactory appearance to open spaces in accordance with policy 3.6 of the London Plan (2016), CP34 of the Enfield Core Strategy (2010) and policies DMD72 and DMD81 of the Enfield Development Management Document (2014).

## 53 Playspace Strategy - Main Site

Prior to the commencement of development on each phase of development within Main Site as identified pursuant to Condition 4, a detailed playspace strategy for that phase shall be produced to demonstrate how playspace will be provided in accordance with requirements set out in the Design Code (MW04 - January 2017) and any updated version(s) and London Plan policy for a minimum of 100sqm of doorstep play space in communal courtyards and minimum of 400 sqm in local equipped playspaces. The development shall be completed in accordance with the approved strategy.

Reason:

In the interests of the amenity of residents and to ensure that sufficient, suitable and high quality playspace is provided with each relevant phase of development in accordance with policy 3.6 of the London Plan (2016).

## 54 Pymmes Brook Buffer Zone Details

Prior to the commencement of development in the relevant phase(s) identified pursuant to Condition 4, a scheme for the provision and management of an 8 metre wide buffer zone along the full length of the Pymmes Brook within the development site shall be submitted to and approved in writing by the Local Planning Authority. The buffer zone scheme shall be free from built development including lighting, domestic gardens and formal landscaping. The scheme shall include:

- i) plans showing the extent and layout of the buffer zone.
- ii) details of any proposed planting scheme (for example, appropriate native species of local provenance).
- iii) details demonstrating how the buffer zone will be protected during development and managed/maintained over the longer term.
- iv) details of how the buffer zone will not be over shaded by the Development

The development shall be carried out in accordance with the approved scheme and any subsequent amendments shall be agreed in writing with the Local Planning Authority.

### Reason:

To ensure a satisfactory appearance and design of Pymme's Brook and to ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with policies 5.12 and 7.19 London Plan (2016), CP28 and CP36 of the Enfield Core Strategy (2010) policies DMD59 and DMD79 of the Enfield Development Management Document (2014).

## 55 Details of works to Pymmes Brook

Prior to the commencement of development in the relevant phase(s) identified pursuant to Condition 4, details of the works to naturalise Pymmes Brook shall be submitted to and approved in writing by the Local Planning Authority. The works shall be completed in accordance with the approved details prior to occupation of the final unit within that phase and any subsequent amendments shall be agreed in writing with the local planning authority. The scheme shall seek to include the following features and details where possible, whilst ensuring there are no adverse flood risk and contamination impacts:

- i) Removal of hard bank protection and re-grading of banks to a shallow profile and in-channel habitat enhancements, including removal of the mid-channel concrete wall (e.g. planting of native species, introduction of low level berms to vary channel width, bed profile variation).
- ii) Details of how the channel and buffer zone will be designed and managed to foster natural characteristics, maximise ecological value and so as not to increase the risk of flooding on or off site.
- iii) Details of proposed planting scheme for the buffer zone, banks and channel (to be of appropriate native species only).

- iv) Details demonstrating how the buffer zone will be protected during development and managed/maintained over the longer term including adequate financial provision and named body responsible for management plus production of detailed management plan.
- v) Details of any proposed footpaths, fencing, lighting etc. If fencing is required, it shall be set back to the edge of the buffer zone to provide an uninterrupted river corridor and access points should be provided as outlined in 'Proposed Landscape Plan, P-LD-D 023'.
- vi) Details demonstrating that the river bank will not encroach into the existing channel to an extent where the conveyance of high flows could be compromised.
- vii) Details demonstrating that the profile of the river bank will be sufficiently shallow to ensure bank stability and minimise the risk of bank collapse.

Reason:

To ensure a satisfactory appearance and design of Pymmes Brook to provide a naturalised river bank to promote the recovery of Pymmes Brook and to ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, Water Framework Directive, Thames River Basin Management Plan and policies 5.12 and 7.19 London Plan (2016), CP28 and CP36 of the Enfield Core Strategy (2010) policies DMD59 and DMD79 of the Enfield Development Management Document (2014).

#### 56 External Lighting - Main Site

Prior to the commencement of any superstructure works in each phase within the Main Site identified pursuant to Condition 4, details of any external lighting proposed shall be submitted to and approved in writing by the Local Planning Authority. Lighting to all access roads, footpaths and footways should be to adoptable standard. The approved external lighting shall be provided before that phase of the development is occupied.

Reason:

To ensure that the development does not prejudice the amenities of adjoining occupiers and / or the visual amenities of the surrounding area in accordance with policy DMD69 of the Enfield Development Management Document (2014).

#### 57 Meanwhile Use Strategy

Prior to the commencement of development on the Main Site and no later than submission of first Reserved Matters in relation to the Main Site pursuant to Condition 5, a Meanwhile Use Strategy shall be submitted to and approved in writing by the Local Planning Authority in accordance with the Design Code (MW04 - January 2017) and any updated version(s), to include details of:

- i) Use;
- ii) Landscaping;
- iii) Management and Maintenance;
- iv) Security;

- v) Boundary Treatment; and
- vi) Access.

The meanwhile plots shall be used, maintained and enclosed in accordance with the approved strategy in accordance with the Phasing Plan approved pursuant to condition 4.

Reason: To safeguard the amenities of neighbouring residential occupiers and ensure a satisfactory appearance to the development in accordance with policy CP30 of the Enfield Core Strategy (2010) and DMD81 of the Enfield Development Management Document (2010).

#### 58 Details of ecological corridor & maintenance

No development shall commence on any part of the Main Site that abuts the railway corridor, and no later than 4 months after commencement of development on the Station Site, shall full details of the railside habitat corridor (to include monitoring and maintenance measures), including details of the connective tree canopy habitats "stepping stones" adjacent to the western access steps, be submitted to and approved in writing by the Local Planning Authority. The corridor shall run the entire length of the Site, where it adjoins the western edge of the rail corridor and be a minimum of 6m in width, except for a 25m gap adjacent to the Station Building as illustrated on parameter plan 281-A-P-140-03 Public Realm and Land Use Plan (rev January 2017). The corridor shall be planted with predominantly native and wildlife friendly trees and shrubs. The railside habitat corridor shall be provided in accordance with the approved details and in accordance with the phasing plans submitted pursuant to condition 4.

Reason:

To ensure the protection of the ecological corridor and to ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79, DMD80 and DMD81 of the Enfield Development Management Document (2014).

#### 59 Strategy for clearance of slow worms - Main Site

Prior to the commencement of development within the Main Site details of a strategy for pre-site clearance of slow worms and translocation of any reptiles shall be submitted to, and approved in writing by the Local Planning Authority. The site shall be cleared in accordance with the approved strategy.

Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 60 Bat and Badger checks - Main Site

Prior to the commencement of development within the Main Site bat roost and badger checks shall be undertaken by a suitably qualified ecologist. A report outlining the findings and confirmation that no bats or badgers are present on site shall be submitted to and approved in writing by the local planning authority prior to the commencement of development on the Main Site.

Reason:

To ensure that the development within the Main Site contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 61 Hedge and shrub clearance -Main Site

All areas of hedges, scrub or similar vegetation where birds may nest which are to be removed as part of the development within the Main Site, are to be cleared outside the bird-nesting season (March - August inclusive) or if clearance during the bird-nesting season cannot reasonably be avoided, a suitably qualified ecologist will check the areas to be removed immediately prior to clearance and advise whether nesting birds are present. If active nests are recorded, no vegetation clearance or other works that may disturb active nests shall proceed until all young have fledged the nest.

Reason:

To ensure that wildlife is not adversely impacted by the proposed development in accordance with national wildlife legislation and in line with CP36 of the Core Strategy. Nesting birds are protected under the Wildlife and Countryside Act, 1981 (as amended).

#### 62 Eradication strategy for invasive species - Main Site

Prior to the commencement of development within the Main Site details of an eradication strategy for invasive species shall be submitted to and approved in writing by the Local Planning Authority. Invasive species identified shall be treated in accordance with the approved eradication strategy.

Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 63 Details of biodiverse/green roofs - Main Site

Each Reserved Matters application shall include details of the biodiverse (green/brown) roof(s) for that phase within the Main Site in compliance with the Design Code (MW04 - January 2017) and any updated version(s). Details shall include an ongoing management plan and maintenance strategy for

the green/brown roof. The development shall be carried out strictly in accordance with the details so approved and maintained as such thereafter.

Reason:

To minimise the impact of the development on the ecological value of the area and to ensure the development provides the maximum possible provision towards the creation of habitats and valuable areas for biodiversity in accordance with Policy CP36 of the Core Strategy, the Biodiversity Action Plan and Policies 5.11 & 7.19 of the London Plan (2016).

#### 64 Bird and bat boxes - Main Site

Prior to the commencement of development for each phase of development within the Main Site as identified pursuant to Condition 4, a strategy for the siting and maintenance of permanent nesting and roosting boxes within the facades and roof ledges of built structures shall be submitted to and approved in writing by the Local Planning Authority. Nesting and roosting boxes shall be provided in accordance with the approved strategy prior to occupation of the relevant building.

Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 65 Energy - Main Site

Each Reserved Matters application within the Main Site shall include a report detailing how requirements set out in the Energy Statement (MW19) have been met, to include overheating and cooling demand, to be submitted to and approved in writing by the Local Planning Authority.

Reason:

To demonstrate compliance with London Plan (2016) policy 5.9 on avoiding overheating and minimising cooling demand and DMD56 of the Enfield Development Management Document (2014).

#### 66 Renewable Energy - Main Site

Before any superstructure work is commenced on each phase of the development within the Main Site as identified pursuant to Condition 4, details of the renewable energy technologies for that phase shall be submitted and approved in writing by the Local Planning Authority. The details shall include:

- i) A management plan and maintenance strategy/schedule for the operation of the technologies;
- ii) (if applicable) A servicing plan including times, location, frequency and method; and
- iii) (if applicable) A noise assessment regarding the operation of the technology.

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

In the interest of sustainable development and to ensure that the Local Planning Authority may be satisfied that CO2 emission reduction targets by renewable energy are met in accordance with Policy CP20 of the Core Strategy (2010), DMD51-54 of the Development Management Document (2014), Policies 5.2, 5.3, 5.7 & 5.9 of the London Plan 2016 and the NPPF.

#### 67 Co2 emissions - Main Site

The development within the Main Site shall provide for no less than a 35% reduction on the total CO2 emissions arising from the operation of the development and its services over Part L of Building Regulations 2013. The development shall be carried out strictly in accordance with the energy statement (Condition 65) so approved and maintained as such thereafter. Within 3 months following practical completion of works to each residential phase of the development, a final Energy Performance Certificate and Building Regulations compliance report shall be submitted to an approved in writing by the Local Planning Authority.

Reason:

In the interest of sustainable development and to ensure that the Local Planning Authority may be satisfied that CO2 emission reduction targets are met in accordance with Policy CP20 of the Core Strategy (2010), Policies 5.2, 5.3, 5.7 & 5.9 of the London Plan (2016) and the NPPF.

#### 68 BREEAM rating non-residential - Main Site

Evidence confirming that the non-residential part of the development within the Main Site achieves a BREEAM New Construction 2014 rating (or subsequent equivalent quality assured scheme) of no less than 'Very Good' (with details of where the development could achieve Excellent subject to further feasibility testing) shall be submitted to and approved in writing by the Local Planning Authority. The evidence required shall be provided in the following formats and at the following times:

- i) a design stage assessment, conducted by an accredited Assessor and supported by relevant BRE interim certificate, shall be submitted at pre-construction stage within 3 months of commencement of superstructure works on site during each of relevant the phases identified pursuant to Condition 4; and
- ii) a post construction assessment, conducted by an accredited Assessor and supported by relevant BRE accreditation certificate, shall be submitted within 6 months of first occupation of the non-residential uses of the relevant phase of development.

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter, and no change there from shall take place without the prior approval of the Local Planning Authority.



Reason:

In the interests of addressing climate change and to secure sustainable development in accordance with the strategic objectives of the Council, Policy DMD50 of the Development Management Document (2014), and Policies 3.5, 5.2, 5.3, 5.7, 5.9, 5.12, 5.13, 5.15, 5.16, 5.18, 5.20 & 6.9 of the London Plan (2016) and the NPPF.

69 BREEAM rating residential - Main Site

Within 6 months of the first occupation of the residential uses of the relevant phase of development, evidence confirming that the residential part of the development achieves a BREEAM Communities rating (or subsequent equivalent quality assured scheme) of no less than 'Very Good' (with details of where the development could achieve Excellent subject to further feasibility testing) shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

In the interest of providing high quality sustainable homes and secure compliance with the Spatial Vision of the Core Strategy and Policy DMD50 of the Enfield Development Management Document (2014).

70 Delivery and servicing plan - Main Site

Prior to the occupation of each phase of development within the Main Site identified pursuant to Condition 4, a Delivery and Servicing Plan for that phase shall be submitted to and approved by the Local Planning Authority. The Plan shall include:

- i) Management of servicing and deliveries to each phase (including processes for minimising deliveries in peak network periods);
- ii) Vehicle types, expected frequencies, loading / unloading locations, adequacy for each phase;
- iii) Management measures - booking systems, coordination at point of order, work with suppliers etc.;
- iv) Use classes utilising and benefitting from the plan;
- v) Links to the Travel Plans and Car Park Management Plans;
- vi) Access routes; and
- vii) Review processes, opportunities for improvement.

The development shall then be carried out in accordance with the approved Delivery and Service Plan.

Reason:

In order to ensure that deliveries and servicing of the site is managed effectively so as to minimise impact upon the road network and to safeguard the amenities of the occupiers of residential properties

and in the interests of road safety in accordance with CP24 of the Enfield Core Strategy (2010) and DMD47 and DMD48 of the Enfield Development Management Document (2014).

#### 71 Cycle parking details - Main Site

Each Reserved Matters application within the Main Site shall include details of the provision of cycle parking for all uses within that phase, including the distribution (resident/visitor parking and location in the development), type of rack, spacing and any secure or non-secure structures associated with the storage of cycles. Cycle parking shall be designed in line with London Cycle Design Standards 2015. Cycle parking shall be provided in accordance with the approved details prior to occupation of any unit within each relevant phase.

Reason:

To secure adequate and high quality cycle parking provision in line with policy 6.9 of the London Plan (2016).

#### 72 Electric parking provision - Main Site

Before any superstructure work is commenced on each phase of the development within the Main Site as identified pursuant to Condition 4, details of siting, type and design of plugs, the energy sources and the strategy/management plan of supplying and maintaining the electric vehicle charging points to be provided in accordance with London Plan standards (minimum 20% of spaces to be provided with electric charging points and a further 20% passive provision for electric vehicles in the future) shall be submitted to and approved in writing by the Local Planning Authority. All active electric vehicle charging points shall be installed within each respective phase in accordance with the approved details prior to occupation of any of the units within that phase and thereafter permanently maintained and retained. Each phase of development shall be accompanied by a plan that identifies those spaces to be fitted with active electric vehicle charging facilities and that shows the infrastructure to be provided to increase provision as set out above.

Reason:

To ensure that the development complies with policy 6.13 of the London Plan (2016).

#### 73 Car Parking Details - Main Site

Each Reserved Matters Application shall include details of the layout and number of car parking spaces, including the identification of disabled/ blue badge spaces, to be allocated to each development plot including those that are in the public realm. Details shall include any temporary or interim arrangements for parking provision for the relevant phase during construction. The parking spaces shall be provided in accordance with the approved details.

Reason:

To ensure adequate parking is provided in accordance with CP24 of the Enfield Core Strategy (2010) and DMD45 of the Enfield Development Management Document (2014).

#### 74 Highway and Footway Details -Main Site

Prior to the commencement of development within the Main site and no later than submission of first Reserved Matters for the Main site, detailed drawings showing the arrangements for paths, roads in each respective phase of the development identified pursuant to Conditions 4 and 5, including the siting, levels and construction of any roads, junctions, parking, turning and servicing areas and street lighting, and details of the pedestrian and cycle routes and related facilities for that phase as detailed in the application shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details prior to occupation of any unit in each respective phase.

#### Reason:

To ensure access arrangements to the development are sufficient and adequate in accordance with policy DMD47 of the Development Management Document (2014).

#### 75 Leaside Road Junction Design

Prior to the commencement of development of the permanent site access at Leaside Road as shown in Plan 281\_A\_P\_140\_12, the detailed design for the proposed junction, including details of surfacing and materials, shall be submitted to and approved in writing by the Local Planning Authority, in accordance with the Design Code (MW04 - January 2017) and any updated version(s). The junction shall be constructed in accordance with the approved details. If for a period of ten years after first occupation of the development no applications for further phases of development are received by the Local Planning Authority, the applicant shall be responsible for implementing a new junction design which has been agreed in writing by the Local Planning Authority.

#### Reason:

To ensure access proposals for the construction of development are not compromised in accordance with policy DMD47 of the Development Management Document (2014).

#### 76 Albany Road Access Design

Prior to the construction of the site access at Albany Road as shown in Plan 281\_A\_P\_140\_15, construction details of this access, including details of surfacing and materials, shall be submitted to and approved in writing by the Local Planning Authority, in accordance with the approved Design Code (MW04 - January 2017) and any updated version(s). The access shall be constructed in accordance with the approved details.

#### Reason:

To ensure the development provides safe access and high quality materials which are in keeping with the design principles established through the outline permission in accordance with policies CP24 of the Enfield Core Strategy (2010), DMD37 and DMD47 of the Development Management Document (2014) and 6.11 and 6.12 of the London Plan (2016).

#### 77 Kimberley Road (North) Access Detailed Design

Prior to the commencement of construction of the site access at Kimberley Road as shown in Plan 281\_A\_P\_140\_14, construction details of this access, including surfacing and materials for the access shall be submitted to and approved in writing by the Local Planning Authority, in accordance with the approved Design Code (MW04 - January 2017) and any updated version(s). The access shall be constructed in accordance with the approved details.

##### Reason:

To ensure the development provides safe access and high quality materials which are in keeping with the design principles established through the outline permission in accordance with policies CP24 of the Enfield Core Strategy (2010), DMD37 and DMD47 of the Development Management Document (2014) and 6.11 and 6.12 of the London Plan (2016).

#### 78 Provision of Site Access at Kimberley Road (North)

No more than 300 residential dwellings shall be occupied until such time as the site access at Kimberley Road (North) has been provided in accordance with the details approved pursuant to condition 77.

##### Reason:

To ensure accessibility and connectivity for existing and future residents of the area in accordance with policies DMD47 of the Development Management Document (2014).

#### 79 Kimberley Road (pedestrian access) Detailed Design

Prior to the construction of the pedestrian only site access at Kimberley Road as shown in Plan 281\_A\_P\_140\_13, construction details of this access, including details of surfacing and materials for the access shall be submitted to and approved in writing by the Local Planning Authority, in accordance with the approved Design Code (MW04 - January 2017) and any updated version(s). The access shall be constructed in accordance with the approved details

##### Reason:

To ensure the development provides high quality materials which are in keeping with the design principles established through the outline permission in accordance with policy DMD37 of the Enfield Development Management Document (2014).

#### 80 Meridian Way Pedestrian Crossing

No later than 3 months after first operation of the Station Building the proposed pedestrian crossing across Meridian Way shall be fully completed and operational in accordance with Plan 243388\_140\_07\_Meridian Way Glover Drive\_proposed junction layout (January 2017).

Reason:

To ensure future residents have safe access to bus stops on Glover Drive, and onward connectivity East-West across the borough and in accordance with CP25 of the Enfield Core Strategy (2010) and policy DMD37 of the Enfield Development Management Document (2014).

#### 81 Meridian Water Rail Service Provision

No more than 300 residential units shall be occupied before Meridian Water railway station is opened and has at least three trains per hour calling both directions in the AM peak hour (08.00 to 09.00), four trains per hour calling both directions in the PM peak (17.00 to 18.00) and two trains per hour calling during off-peak periods, as well as a new east-west step-free access link across the railway. Should the provision of any of these elements be delayed, no more than 300 residential units shall be occupied before an Interim Transport Strategy, detailing the applicant's approach to ensuring adequate access to public transport to support the level of development on the Development Site has been prepared, agreed in writing by the Local Planning Authority and delivered.

Reason:

To ensure future residents have access to public transport which is appropriate to the density of development and provides onward connectivity East-West across the borough and in accordance with policies 6.2 and 6.3 of the London Plan (2016) and CP26 and CP38 of the Enfield Development Management Document (2014).

#### 82 Construction Waste Management Plan - Main Site

Prior to the commencement of development on each phase of development within the Main Site as identified pursuant to Condition 4 an updated Site Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan should include as a minimum:

- i) Target benchmarks for resource efficiency set in accordance with best practice;
- ii) Procedures and commitments to minimize non-hazardous construction waste at design stage. Specify waste minimisation actions relating to at least 3 waste groups and support them by appropriate monitoring of waste;
- iii) Procedures for minimising hazardous waste;
- iv) Monitoring, measuring and reporting of hazardous and non-hazardous site waste production according to the defined waste groups (according to the waste streams generated by the scope of the works);
- v) Procedures and commitments to sort and divert waste from landfill in accordance with the waste hierarchy (reduce; reuse; recycle; recover) according to the defined waste groups; and

vi) Evidence that no less than 85% by weight or by volume of non-hazardous construction and excavation waste generated by the development has been diverted from landfill.

The development shall be implemented in accordance with the approved plan.

Reason:

To maximise the amount of waste diverted from landfill consistent with the waste hierarchy, Policy DMD57 of the Development Management Document (2014), and strategic targets set by Policies 5.17, 5.18, 5.19, 5.20 of the London Plan (2016).

### 83 Operational Waste Management Plan - Main Site

In conjunction with each Reserved Matters application within the Main Site as identified pursuant to Condition 4 a detailed Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan should include as a minimum:

- i) Target benchmarks for resource efficiency set in accordance with best practice;
- ii) Forecast of Waste Types and Quantities;
- iii) Procedures for minimising and managing waste;
- iv) Details of waste segregation proposals;
- v) Waste storage and collection proposals; and
- vi) Options for on-site and off-site resource recovery.

The Waste Management Plan shall be consistent with principles established in the Meridian Water Masterplan-wide Resource Waste Management Strategy (MW16 - April 2016). The development shall be implemented in accordance with the approved details.

Reason:

To maximise the amount of waste diverted from landfill consistent with the waste hierarchy, Policy DMD57 of the Development Management Document (2014), and strategic targets set by Policies 5.17, 5.18, 5.19, 5.20 of the London Plan (2016).

### 84 Noise Levels and Sound Insulation - Main Site

The development within the Main Site shall be constructed so as to provide sufficient air-borne and structure-borne sound insulation against externally generated noise and vibration. This sound insulation shall ensure that the level of noise generated from external sources shall be no higher than 35 dB(A) from 7am - 11pm in bedrooms, living rooms and dining rooms and 30 dB(A) in bedrooms from 11pm - 7am measured as a LAeq,T. The LAF Max shall not exceed 45dB in bedrooms 11pm - 7am. A scheme for mitigation measures shall be submitted to and approved by the Local Planning Authority prior to the commencement of development of any superstructure. The approved mitigation scheme shall be implemented in its entirety before any of the units are occupied/the use commences.

Reason:

To ensure that the occupiers of the buildings are protected from external noise pollution and in accordance with CP 32 of the Enfield Core Strategy (2010) and DMD68 of the Enfield Development Management Document (2014).

#### 85 Noise Report from Plant - Main Site

Prior to the commencement of development on each phase of development within the Main Site as identified pursuant to Condition 4 an acoustic report shall be submitted to and approved by the Local Planning Authority. The report must set out the sound level generated from all items of noise generating plant proposed within that phase and state the noise control measures to be employed to ensure the noise from the combined plant does not exceed a level of 10dB(A) below the lowest background noise levels measured as L(A)90 15 minutes, during operational hours, at the façade of the nearest residential property. The report must cover noise from the energy centre and any commercial units, as well as residential development.

Reason:

To ensure the use of the premises does not prejudice the amenities of occupiers of nearby premises due to noise pollution and in accordance with CP 32 of the Enfield Core Strategy (2010) and DMD68 of the Enfield Development Management Document (2014).

#### 86 Wind Assessment - Main Site

Each Reserved Matters application for the Main Site shall include a detailed assessment of the wind effects and related mitigation for that phase of development as identified pursuant to Condition 4.

Reason:

To ensure the development does not prejudice the amenities of existing and future residents due to wind effects and in accordance with policy 7.6 of the London Plan

#### 87 CCTV Provision - Main Site

Prior to the commencement of any superstructure work for each phase of development within the Main Site as identified pursuant to Condition 4, details of any CCTV provision for that phase, including locations and management proposals shall be submitted to, and approved by the Local Planning Authority. Details shall be consistent with the Design Code (MW04 - January 2017) and any updated version(s). CCTV shall be provided in accordance with the approved details.

Reason:

To ensure the future residents of the development are safe and secure and in accordance with policies CP30 of the Enfield Core Strategy (2010), DMD37 of the Enfield Development Management Document (2014) and 7.3 of the London Plan (2016).

## 88 Stopping up and highway/public realm details

The development within Block E fronting Willoughby Lane shall not be occupied until such time as the existing access in to the site has been stopped up as public highway or retained / rededicated as public highway for pedestrian use only, by way of a traffic management order under the Local Authorities Traffic Order (Procedure) (England and Wales) Regulations 1996 and the land laid out and surfaced in accordance with a scheme that has first been submitted to and approved in writing by the Local Planning Authority. The scheme shall include plans detailing the extent of the area and plans for the future maintenance in the event the area is stopped up.

### Reason:

To ensure the future residents of the development are safe and the existing access is no longer utilised in accordance with policy CP25 of the Enfield Core Strategy (2010) and DMD47 of the Enfield Development Management Document (2014).

## **STATION SITE CONDITIONS**

### 89 Remediation Land - Station Site

Prior to the commencement of development on the Station Site, as identified pursuant to Condition 1 a detailed plan shall be submitted to and approved in writing by the Local Planning Authority which identifies the extent of land for remediation within the Station Site (as identified pursuant to condition 1), hereafter referred to as the 'Remediation Station Site'.

### Reason:

To allow reasonable identification of those areas not covered by the existing remediation applications in accordance with CP32 of the Enfield Core Strategy (2010).

### 90 Remediation Strategy - Station Site

Prior to the commencement of development on the Remediation Station Site identified pursuant to condition 89, a remediation strategy for that site shall be submitted to and approved in writing by the Local Planning Authority that includes the following components to deal with the risks associated with contamination of the site. Each component shall be submitted to and approved, in writing, by the Local Planning Authority unless otherwise agreed in writing with the authority:

- i) A preliminary risk assessment which has identified all previous uses potential contaminants associated with those uses a conceptual model of the site indicating sources/pathways/receptors and potentially unacceptable risks arising from contamination at the site.
- ii) A site investigation scheme, based on (i) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.



- iii) The results of the site investigation and the detailed risk assessment referred to in (ii) and, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- iv) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason:

To safeguard human health and groundwater in accordance with policies 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 91 Piling Risk Assessment - Station Site

Piling or other penetrative methods within the Remediation Station Site shall not be permitted other than with the express written consent of the Local Planning Authority. Prior to construction of the foundations in any phase of development a risk assessment for that Phase or for an area agreed in advance with the Local Planning Authority will be submitted to and approved in writing with the Local Planning Authority that will take account of previous consultations with the Environment Agency, and the conditions in which the remediation stage has left the site. The risk assessment will take account of the document "Piling at Willoughby Lane and Meridian Way, August 2016 Ref: 34910C825i1" that describes suitable piling techniques and the key constraints at the site. The development shall be carried out in accordance with the approved details.

Reason:

To safeguard groundwater quality and human health in accordance with policies 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 92 Borehole Risk Assessment - Station Site

Investigation boreholes that extend into the top of the London Clay within the Remediation Station Site shall not be permitted other than with the express written consent of the Local Planning Authority. A risk assessment for the station site, or for an area agreed in advance with the Local Planning Authority, will be submitted to and approved in writing with the Local Planning Authority prior to implementation of any boreholes.

Reason:

To safeguard groundwater quality and human health in accordance with policies 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 93 Verification Report - Station Site

Prior to the occupation or first use of Meridian Water Station a verification report demonstrating completion of the works, within the Remediation Station Site identified pursuant to condition 89 set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and Remediation Station Site-wide monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a plan for long-term monitoring and maintenance for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, for the station site as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

##### Reason:

To safeguard human health and groundwater in accordance with policies 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

#### 94 Unidentified Contamination Remediation Strategy - Station Site

If during development of the Remediation Station Site identified pursuant to condition 89 contamination that has not previously been identified is found to be present then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted an updated addendum remediation strategy specifically for the previously unidentified contamination to the Local Planning Authority detailing how it shall be dealt with and obtained written approval from the Local Planning Authority. The addendum remediation strategy shall be implemented as approved.

##### Reason:

To safeguard human health and groundwater in accordance with policies 5.21 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and DMD64, DMD66 and DMD70 of the Enfield Development Management Document (2014).

##### Informative:

Condition 94 requires work in the Station Site to cease until the addendum remediation strategy is agreed in writing. However, if the identified contamination is limited in extent, the applicant can apply in writing to the local authority to continue development elsewhere in that Station Site, and cease work only in the particular area where the unexpected contamination was identified. The applicant can

continue development elsewhere while an updated remediation strategy is agreed for the particular area.

#### 95 Plan of Extents - Station Building and Public Realm

Prior to or in conjunction with the submission of the Reserved Matters for the Station Site the commencement of development on the Station Site, identified pursuant to Condition 1, a detailed plan shall be submitted to and approved in writing by the Local Planning Authority which identifies the extent of land for development of the Meridian Water Station Building, hereafter referred to as the Station Building Site and for development of the remaining development within the Station Site, hereafter referred to as the Station Public Realm Site.

Reason:

To allow reasonable identification of those areas of land required for the development of Meridian Water Station Building and the associated public realm.

#### 96 Bat Survey - Station Site

No development shall commence on works to the eastern side of the railway or on the construction of the railway station or within the Station Site until a bat survey of the subway has been carried out and a report detailing the results of the survey has been submitted to and approved in writing by the Local Planning Authority. The survey shall comprise either three dusk emergence/ dawn re-entry surveys of the culvert or an internal inspection by a licensed bat ecologist. If the surveys show that a bat roost is present and will be affected by the proposals, no works that could affect the roost are to be carried out until a licence for development works affecting bats has been obtained from the statutory nature conservation organisation (Natural England).

Reason:

In the interests of nature conservation and to ensure that there is no adverse impact on bats in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

### **STATION BUILDING SITE CONDITIONS**

#### 97 Construction Environmental Management Plan - Station Building Site

Prior to the commencement of any development on the Station Building Site (including ground works) a Construction Environmental Management Plan shall be submitted to and approved by the Local Planning Authority. The development shall be implemented in accordance with the approved plan. The plan will include the following information:

with respect to contaminated land and ground conditions:

- i) relevant methods specified in CIRIA A Guide for Safe Working On Contaminated Sites (C132) when handling arisings, due to the potential for hydrocarbons, asbestos and other contaminants;
- ii) procedures and protocols to prevent or manage the exposure of construction workers, visitors to the construction area, and users of neighbouring areas to contaminated materials;
- iii) measures to limit dust generation during excavation, handling and storage of potentially contaminated materials;
- iv) boundary monitoring of dust, volatile organic compounds and asbestos fibres during excavation and soil handling at points of greatest sensitivity;
- v) appropriate procedures for handling and treatment of groundwater;
- vi) measures to protect workers from vapours and dermal contact if hydrocarbon contamination is excavated, for instance during piling;
- vii) measures required under the Control of Asbestos Regulations 2012 and associated code of practice;
- viii) measures to control potential odours from the hydrocarbon and gasworks contaminated soils and prevent nuisance for workers and off site residents.
- ix) Good practice operation and containment measures for storage of fuels or liquid chemicals to conform with government regulations and pollution prevention guidance (PPGs) issued by the EA;
- x) measures required under EA Pollution Prevention Guidance on works in, near or over watercourses (PPG5) for works near Pymme's Brook; and
- xi) other relevant environmental mitigation measures.

With respect to biodiversity:

- i) risk assessment of potentially damaging construction activities, identification of biodiversity protection zones, practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction, the location and timing of sensitive works to avoid harm to biodiversity features, identify the times during construction when specialist ecologists need to be present on site to oversee works, responsible persons and lines of communication, use of protective fences, exclusion barriers and warning signs, details of measures to control potential pollution events and sedimentation into the Pymmes Brook; and
- ii) measures required for the protection of the ecological corridor and other relevant environmental mitigation measures.

Reason:

To ensure the implementation of the development does not lead to damage to the existing highway, harm ecological features during the construction phase and to minimise disruption to neighbouring properties and the environment in accordance with policies 5.21, 7.1 and 7.15 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD65, DMD66, DMD68 and DMD70 of the Enfield Development Management Document (2014).

Prior to the commencement of development on the Station Building Site a detailed Construction and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority, which considers the impact of the development on the surrounding transport network. The plan shall include:

- i) A photographic condition survey of public carriageways, verges and footways in the vicinity of the site;
- ii) Works programme;
- iii) Trip generation associated with the construction project, swept path analysis and identification of any works needed to the public highway;
- iv) Routeing - primary and secondary designated routes to show how vehicles will keep to main routes and comply with the London Lorry Control Scheme;
- v) Delivery scheduling;
- vi) Use of holding areas and vehicle call up;
- vii) Details of locations for and requirements of any vehicle compounds;
- viii) Permit schemes and access;
- ix) Parking, loading and unloading arrangements;
- x) Traffic management;
- xi) Measures and training to reduce danger posed to cyclists by HGV's;
- xii) Consideration of use of alternative modes of transport (water freight/rail);
- xiii) CLP management including contact details for the person responsible for ensuring compliance with the Plan during construction;
- xiv) Provision of wheel cleaning facilities;
- xv) Details of any temporary construction access;
- xvi) Methods for construction over an operational railway;
- xvii) Methods for minimising impacts upon any occupied residential units; and
- xviii) A management plan setting out measures to control construction pressures on the Lee Valley Ramsar site.

The development shall be undertaken in accordance with the approved plan.

Reason:

In order to ensure that the impact of the development on the surrounding transport network is sufficiently assessed and where necessary appropriately mitigated in accordance with policy DMD48 of the Enfield Development Management Document (2014).

#### 99 Control of working hours and deliveries - Station Building Site

No demolition, construction or maintenance activities audible at the site boundary of any residential dwelling and no deliveries of construction and demolition materials shall be undertaken outside the hours of 07.00 to 18.00 Monday to Friday and 07.00 to 13.00 Saturday or at any time on Sundays and Bank or Public Holidays without the written approval of the Local Planning Authority, unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974.

Reason:

To ensure that the demolition of the existing buildings and the construction and maintenance of the development does not prejudice the amenities of occupiers of nearby premises due to noise pollution in accordance with policy DMD68 of the Enfield Development Management Document (2014).

#### 100 Detailed Drawings - Station Building Site

Reserved Matters application(s) for the Station Building Site, pursuant to Condition 5, shall include detailed drawings and cross sections (to a minimum scale of 1:20) through all typical facades associated with the Station and any associated structures. The development shall be completed in accordance with the approved details.

Reason:

To ensure a satisfactory external appearance in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

#### 101 Materials Samples and Panels - Station Building Site

A) Before any superstructure work is commenced on the Station Building Site, samples of all external finishing materials visible on the façade of the Station or on any structure associated with the Station shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

- i) Facing and roof materials.
- ii) Window material details.
- iii) The boundary treatment.
- iv) External rainwater goods, where permitted.

B) Sample panels to include the interface between different building materials and areas of solid and void shall be constructed in proximity to the application site or at a location agreed and approved in writing by the Local Planning Authority.

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

Reason:

To ensure a satisfactory external appearance in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

#### 102 Public Realm Strategy - Station Building Site

Reserved Matters proposals for the Station Building shall provide details of the adjacent public realm demonstrating the interrelationship between the Station Building and adjacent areas of public realm and in particular, how the Buildings relates to the Station Square and the drop-off area. This shall include, but is not limited to:

- i) The treatment of thresholds between the Station Building and the Station Public Realm;
- ii) Typical details of hard surface materials (size, type, colour and typical cross section); and
- iii) Details of wayfinding through the Building and movement between the public realm and the Station Building.

The public realm strategy will be consistent with the approved Design Code (MW04 - January 2017). Each Reserved Matters submission shall demonstrate compliance with the approved strategy. The development shall be completed in accordance with the approved details prior to first operation of the station.

Reason:

To secure a high quality design and satisfactory relationship between the public realm, the station building and wider development site in accordance with CP30 of the Enfield Core Strategy (2010) and policies DMD37 and DMD81 of Enfield's Development Management Document (2014).

#### 103 Shopfront and Signage Strategy - Station Building Site

Relevant Reserved Matters submission(s) which include retail uses shall provide details of the design and signage strategy for any retail units within the Station Building Site in line with requirements of the Design Code (MW04 - January 2017)) and any amended version(s). The development shall be carried out in accordance with the approved details.

Reason:

To ensure a satisfactory external appearance of retail, leisure and community units in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

#### 104 Hours of use for retail/leisure/community - Station Building Site

Any ancillary A1/A2/A3 uses within the Station Building Site shall not be open to the public except between the hours of 06.30 to 23.00 Monday to Saturday and between 6.30 and 17.00 hours on Sundays and Bank Holidays. The approved premises shall not be open at any other time and all activity associated with the use shall cease within 1 hour of the closing time specified above.

Reason:

To safeguard the amenities of neighbouring residential occupiers.

105 No external plant - Station Building Site

Unless agreed through the approval of Reserved Matters for the Station Building Site pursuant to Condition 5, no plant or equipment shall be affixed to any external face of a building or added to the roof of a building, in accordance with Section 4 of the approved Design Code (MW04 - January 2017) and any updated version(s).

Reason:

To safeguard the appearance of the development in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

106 Telecommunications strategy - Station Building Site

Prior to the commencement of the superstructure on the Station Building Site, details of any associated telecommunications infrastructure and plant relating to that development shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out strictly in accordance with the details approved and maintained as such thereafter.

Reason:

To ensure satisfactory appearance and facilitate equitable access to telecommunications services in accordance with policy 7.6 of the London Plan (2016), CP30 of the Enfield Core Strategy (2010) and DMD37 of the Enfield Development Management Policy (2014).

107 Green Procurement Plan - Station Building Site

Reserved matters application(s) for the Station Building Site pursuant to Condition 5 shall include a Green Procurement Plan to be submitted to and approved in writing by the Local Planning Authority. The Green Procurement Plan shall demonstrate how the procurement of materials for the development will promote sustainability, including by use of low impact, locally and/or sustainably sourced, reused and recycled materials through compliance with the relevant BREEAM standard. The Plan must also include strategies to secure local procurement of materials. Wherever possible, this should include targets and a process for the implementation of this plan through the development process. The development shall be constructed and procurement plan implemented strictly in accordance with the Green Procurement Plan so approved.

Reason:

To ensure sustainable procurement of materials which minimises the negative environmental impacts of construction in accordance with Policy CP22 and CP23 of the Core Strategy and Policy 5.3 of the London Plan.

108 Surface Water and Drainage Management Plan - Station Building Site



Development of the Station Building Site shall not commence until details of the drainage for the station building have been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker and Lead Local Flood Authority. No discharge of foul or surface water from the site in any phase of development, identified pursuant to condition 4 shall be accepted into the public system until the requisite part of the drainage works referred to in the strategy for that phase have been completed.

Reason:

The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community in accordance with Policy CP28 of the Enfield Core Strategy (2010), DMD59-63 of the Enfield Development Management Document (2014), Policies 5.12 & 5.13 of the London Plan (2016).

#### 109 Sustainable Drainage Details - Station Building Site

Before any superstructure works is commenced on the Station Building Site details of any sustainable drainage measures to be incorporated in to that individual phase shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Lead Local Flood Authority. The details shall be based on the disposal of surface water by means of a sustainable drainage system in accordance with the principles as set out in the Technical Guidance to the National Planning Policy Framework and shall be designed to a 1 in 1 and 1 in 100 year storm event allowing for climate change. The details submitted shall include levels, sizing, cross sections and specifications for all drainage features and should be in line with SuDS Best Practise. These details should include proposals for maintenance and management of drainage systems.

Reason:

To ensure the sustainable management of water, minimise flood risk and to minimise discharge of surface water outside of the application site in accordance with Policy CP28 of the Core Strategy (2010), DMD59-63 of the Enfield Development Management Document, Policies 5.12 & 5.13 of the London Plan (2016) and the NPPF.

#### 110 SuDS Verification Report - Station Building Site

Prior to the operation of the Station Building Site, a Verification Report demonstrating that any approved drainage / SuDS measures for that phase have been fully implemented in accordance with the approved plans shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

To ensure the sustainable management of water, minimise flood risk, minimise discharge of surface water outside of the curtilage of the property and ensure that the drainage system will remain functional throughout the lifetime of the development in accordance with Policy CP28 of the Core Strategy (2010) and Policies 5.12 & 5.13 of the London Plan (2016) and the NPPF.

#### 111 Flood Evacuation Report - Station Building Site

Prior to the occupation of the Station Building Site identified pursuant to Condition 4, a Flood Evacuation Report shall be submitted to and approved in writing by the Local Planning Authority confirming:

- i) The approved flood risk measures for that phase have been fully implemented.
- ii) The station development is provided with a dry access route within the low hazard area of the floodplain (as defined by the Environment Agency's Flood Risk Assessment Guidance for New Development R&D Technical Report FD2320).
- iii) Finished floor levels are at least 300mm above the fluvial flood level, and 100mm above the surface water flood level for a 1 in 100 year plus climate change event.

Reason:

To ensure minimise flood risk in accordance with Policy CP28 of the Core Strategy and Policies 5.12 of the London Plan and the NPPF.

#### 112 Archaeology - Station Building Site

Prior to the commencement of development on the Station Building Site identified pursuant to Condition 4, a written scheme of investigation (WSI) shall be submitted to and approved in writing by the Local Planning Authority. For land that is included within the WSI, no development shall take place other than in accordance with the agreed WSI, which shall include:

- i) The strategy for dealing with overlaps between phases;
- ii) the statement of significance and research objectives;
- iii) the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works; and
- iv) the programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

Reason:

To ensure the implementation of appropriate archaeological investigation, recording and publication in accordance with policy CP31 of the adopted Core Strategy 2010.

#### 113 External lighting - Station Building Site

Prior to the commencement of any superstructure works within the Station Building Site identified pursuant to Condition 4, details of any external lighting proposed shall be submitted to and approved in writing by the Local Planning Authority. The approved external lighting shall be provided before that phase of the development is occupied.

Reason:

To minimise light spill onto the rail corridor in the interests of ecology and to ensure that the development does not prejudice the amenities of adjoining occupiers and / or the visual amenities of the surrounding area in accordance with policy DMD69, DMD76, DMD77 and DMD78 of the Enfield Development Management Document (2014).

#### 114 Strategy for clearance of slow worms - Station Building Site

Prior to the commencement of development on the Station Building Site details of a strategy for pre-site clearance of slow worms and translocation of any reptiles shall be submitted to, and approved in writing by the Local Planning Authority. The site shall be cleared in accordance with the approved strategy.

Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 115 Bat and Badger checks - Station Building Site

Prior to the commencement of development on the Station Building Site bat roost and badger checks shall be undertaken by a suitably qualified ecologist. A report of the findings and confirmation that no bats or badgers are present on site shall be submitted in writing to, and approved by the local planning authority prior to commencement of development on the Station Building Site.

Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 116 Hedge and shrub clearance - Station Building Site

All areas of hedges, scrub or similar vegetation where birds may nest which are to be removed as part of the development within the Station Building Site, are to be cleared outside the bird-nesting season (March - August inclusive) or if clearance during the bird-nesting season cannot reasonably be avoided, a suitably qualified ecologist will check the areas to be removed immediately prior to clearance and advise whether nesting birds are present. If active nests are recorded, no vegetation clearance or other works that may disturb active nests shall proceed until all young have fledged the nest.

Reason:

To ensure that wildlife is not adversely impacted by the proposed development in accordance with national wildlife legislation and in line with CP36 of the Core Strategy. Nesting birds are protected under the Wildlife and Countryside Act, 1981 (as amended).

#### 117 Eradication strategy for invasive species - Station Building Site

Prior to the commencement of development of the Station Building Site details of an eradication strategy for invasive species shall be submitted to and approved in writing by the Local Planning Authority. Invasive species identified shall be treated in accordance with the approved eradication strategy.

##### Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 118 BREEAM Rating - Station Building Site

Evidence confirming that the station building achieves a BREEAM New Construction 2014 rating (or subsequent equivalent quality assured scheme) of no less than 'Very Good' (with details of where the development could achieve Excellent subject to further feasibility testing) shall be submitted to and approved in writing by the Local planning Authority. The evidence required shall be provided in the following formats and at the following times:

- i) a design stage assessment, conducted by an accredited Assessor and supported by relevant BRE interim certificate, shall be submitted at pre-construction stage within 3 months of commencement of superstructure works on site during each of relevant the phases identified pursuant to Condition 4; and,
- ii) a post construction assessment, conducted by an accredited Assessor and supported by relevant BRE accreditation certificate, shall be submitted within 6 months of the station entering into service.

The development shall be carried out strictly in accordance with the details so approved, shall be maintained as such thereafter and no change there from shall take place without the prior approval of the Local Planning Authority.

##### Reason:

In the interests of addressing climate change and to secure sustainable development in accordance with the strategic objectives of the Council, Policy DMD50 of the Development Management Document, and Policies 3.5, 5.2, 5.3, 5.7, 5.9, 5.12, 5.13, 5.15, 5.16, 5.18, 5.20 & 6.9 of the London Plan as well as the NPPF.

#### 119 Delivery and servicing plan - Station Building Site

Prior to the commencement of the operation of the Station within the Station Site a Delivery and Servicing Plan for the Station shall be submitted to and approved by the Local Planning Authority. The Plan shall include:

- i) Management of servicing and deliveries (including processes for minimising deliveries in peak network periods);
- ii) Vehicle types, expected frequencies, loading / unloading locations, adequacy for each phase;
- iii) Management measures - booking systems, coordination at point of order, work with suppliers etc.;
- iv) Use classes utilising and benefitting from the plan;
- v) Links to the Travel Plans and Car Park Management Plans;
- vi) Access routes; and
- vii) Review processes, opportunities for improvement.

The development shall then be carried out in accordance with the approved Delivery and Service Plan.

Reason:

In order to ensure that deliveries and servicing of the site is managed effectively so as to minimise impact upon the road network and to safeguard the amenities of the occupiers of residential properties and in the interests of road safety in accordance with CP24 of the Enfield Core Strategy (2010) and DMD47 and DMD48 of the Enfield Development Management Document (2014).

## 120 Construction Waste Management Plan - Station Building Site

Prior to the commencement of development on the Station Building Site a Construction Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan should include as a minimum:

- i) Target benchmarks for resource efficiency set in accordance with best practice;
- ii) Procedures and commitments to minimize non-hazardous construction waste at design stage. Specify waste minimisation actions relating to at least 3 waste groups and support them by appropriate monitoring of waste;
- iii) Procedures for minimising hazardous waste;
- iv) Monitoring, measuring and reporting of hazardous and non-hazardous site waste production according to the defined waste groups (according to the waste streams generated by the scope of the works);
- v) Procedures and commitments to sort and divert waste from landfill in accordance with the waste hierarchy (reduce; reuse; recycle; recover) according to the defined waste groups; and
- vi) Evidence that no less than 85% by weight or by volume of non-hazardous construction and excavation waste generated by the development has been diverted from landfill.

The development shall be implemented in accordance with the approved plan.

Reason:

To maximise the amount of waste diverted from landfill consistent with the waste hierarchy, Policy DMD57 of the Development Management Document, and strategic targets set by Policies 5.17, 5.18, 5.19, 5.20 of the London Plan.

#### 121 Operational Waste Management Plan - Station Building Site

In conjunction with each Reserved Matters application within the Station Building Site as identified pursuant to Condition 4 a detailed Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan should include as a minimum:

- i) Target benchmarks for resource efficiency set in accordance with best practice.
- ii) Forecast of Waste Types and Quantities.
- iii) Procedures for minimising and managing waste.
- iv) Details of waste segregation proposals.
- v) Waste storage and collection proposals.
- vi) Options for on-site and off-site resource recovery.

The Waste Management Plan shall be consistent with principles established in the Meridian Water Masterplan-wide Resource Waste Management Strategy (MW16 - April 2016) and any subsequent updates. The development shall be implemented in accordance with the approved details.

Reason:

To maximise the amount of waste diverted from landfill consistent with the waste hierarchy, Policy DMD57 of the Development Management Document, and strategic targets set by Policies 5.17, 5.18, 5.19, 5.20 of the London Plan.

#### 122 Noise Report from Plant - Station Building Site

Prior to the commencement of development on the Station Building Site, an acoustic report shall be submitted to and approved by the Local Planning Authority. The report must set out the sound level generated from all items of noise generating equipment proposed within that phase and state the noise control measures to be employed to ensure the noise from the combined plant does not exceed a level of 10dB(A) below the lowest background noise levels measured as L(A)90 15 minutes, during operational hours, at the façade of the nearest residential property. The report must cover noise from the energy centre and any commercial units, as well as residential development.

Reason:

To ensure the use of the premises does not prejudice the amenities of occupiers of nearby premises due to noise pollution in accordance with CP 32 of the Enfield Core Strategy (2010) and DMD68 of the Enfield Development Management Document (2014).

### 123 CCTV Provision - Station Building Site

Prior to the commencement of any superstructure work within the Station Building Site as identified pursuant to Condition 4, details of any CCTV provision for that phase, including locations and management proposals shall be submitted to, and approved by the Local Planning Authority. Details shall be consistent with the Design Code (MW04) and any updated version(s). CCTV shall be provided in accordance with the approved details.

#### Reason:

To ensure the future residents of the development are safe and secure and in accordance with policies CP30 of the Enfield Core Strategy (2010), DMD37 of the Enfield Development Management Document (2014) and 7.3 of the London Plan (2016).

### 124 Public Access - Station Building Site

Prior to commencement of development on the Station Building Site identified pursuant to condition 1 a detailed public access scheme shall be submitted to and approved in writing by the Local Planning Authority which shall secure compliance with the following:

- i) Free and unrestricted 24 hours a day public access by foot over the east-west pedestrian link across the railway (including Sundays Bank and Public holidays) to be maintained in perpetuity;
- ii) Measures to ensure that public access over the pedestrian link is step free and inclusive and maintained in perpetuity; and
- iii) Measures for the security, lighting and maintenance of the pedestrian link.

The public access scheme shall be implemented as approved prior to first use of the pedestrian link and retained thereafter.

#### Reason:

To ensure suitable and inclusive access is provided at all times in accordance with CP25 of the Core Strategy (2010) and DMD47 of the Enfield Development Management Document (2014).

## **STATION PUBLIC REALM SITE CONDITIONS**

### 125 Construction Environmental Management Plan - Station Public Realm

Prior to the commencement of any development on the Station Public Realm Site (including ground works) a Construction Environmental Management Plan shall be submitted to and approved by the Local Planning Authority. The development shall be implemented in accordance with the approved plan. The plan will include the following information:

with respect to contaminated land and ground conditions:

- i) relevant methods specified in CIRIA A Guide for Safe Working On Contaminated Sites (C132) when handling arisings, due to the potential for hydrocarbons, asbestos and other contaminants;
- ii) procedures and protocols to prevent or manage the exposure of construction workers, visitors to the construction area, and users of neighbouring areas to contaminated materials;
- iii) measures to limit dust generation during excavation, handling and storage of potentially contaminated materials;
- iv) boundary monitoring of dust, volatile organic compounds and asbestos fibres during excavation and soil handling at points of greatest sensitivity;
- v) appropriate procedures for handling and treatment of groundwater;
- vi) measures to protect workers from vapours and dermal contact if hydrocarbon contamination is excavated, for instance during piling;
- vii) measures required under the Control of Asbestos Regulations 2012 and associated code of practice;
- viii) measures to control potential odours from the hydrocarbon and gasworks contaminated soils and prevent nuisance for workers and off site residents;
- ix) Good practice operation and containment measures for storage of fuels or liquid chemicals to conform with government regulations and pollution prevention guidance (PPGs) issued by the EA;
- x) measures required under EA Pollution Prevention Guidance on works in, near or over watercourses (PPG5) for works near Pymme's Brook; and
- xi) other relevant environmental mitigation measures.

With respect to biodiversity:

- xii) risk assessment of potentially damaging construction activities, identification of biodiversity protection zones, practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction, the location and timing of sensitive works to avoid harm to biodiversity features, identify the times during construction when specialist ecologists need to be present on site to oversee works, responsible persons and lines of communication, use of protective fences, exclusion barriers and warning signs, details of measures to control potential pollution events and sedimentation into the Pymmes Brook; and
- xiii) measures required for the protection of the ecological corridor and other relevant environmental mitigation measures.

Reason:

To ensure the implementation of the development does not lead to damage to the existing highway, harm ecological features during the construction phase and to minimise disruption to neighbouring properties and the environment in accordance with policies 5.21, 7.1 and 7.15 of the London Plan (2016), CP32 of the Enfield Core Strategy (2010) and policies DMD64, DMD65, DMD66, DMD68 and DMD70 of the Enfield Development Management Document (2014).

126 Construction Logistics Plan - Station Public Realm Site

Prior to the commencement of development on the Station Public Realm Site a detailed Construction and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority,



which considers the impact of the development on the surrounding transport network. The plan shall include:

- i) A photographic condition survey of public carriageways, verges and footways in the vicinity of the site;
- ii) Works programme;
- iii) Trip generation associated with the construction project, swept path analysis and identification of any works needed to the public highway;
- iv) Routeing - primary and secondary designated routes to show how vehicles will keep to main routes and comply with the London Lorry Control Scheme;
- v) Delivery scheduling;
- vi) Use of holding areas and vehicle call up;
- vii) Details of locations for and requirements of any vehicle compounds;
- viii) Permit schemes and access;
- ix) Parking, loading and unloading arrangements;
- x) Traffic management;
- xi) Measures and training to reduce danger posed to cyclists by HGV's;
- xii) Consideration of use of alternative modes of transport (water freight/rail);
- xiii) CLP management including contact details for the person responsible for ensuring compliance with the Plan during construction;
- xiv) Provision of wheel cleaning facilities;
- xv) Details of any temporary construction access;
- xvi) Methods for construction over an operational railway;
- xvii) Methods for minimising impacts upon any occupied residential units; and
- xviii) A management plan setting out measures to control construction pressures on the Lee Valley Ramsar site.

The development shall be undertaken in accordance with the approved plan.

Reason:

In order to ensure that the impact of the development on the surrounding transport network is sufficiently assessed and where necessary appropriately mitigated in accordance with policy DMD48 of the Enfield Development Management Document (2014).

127 Control of hours of work and deliveries - Station Public Realm Site

No demolition, construction or maintenance activities audible at the site boundary of any residential dwelling and no deliveries of construction and demolition materials shall be undertaken outside the hours of 07.00 to 18.00 Monday to Friday and 07.00 to 13.00 Saturday or at any time on Sundays and Bank or Public Holidays without the written approval of the Local Planning Authority, unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974.

Reason:

To ensure that the demolition of the existing buildings and the construction and maintenance of the development does not prejudice the amenities of occupiers of nearby premises due to noise pollution in accordance with policy DMD68 of the Enfield Development Management Document (2014).

#### 128 Green Procurement Plan - Station Public Realm Site

Reserved Matters application(s) for the Station Public Realm Site pursuant to Condition 5 shall include a Green Procurement Plan to be submitted to and approved in writing by the Local Planning Authority. The Green Procurement Plan shall demonstrate how the procurement of materials for the development will promote sustainability, including by use of low impact, locally and/or sustainably sourced, reused and recycled materials through compliance with the relevant BREEAM standard. The Plan must also include strategies to secure local procurement of materials. Wherever possible, this should include targets and a process for the implementation of this plan through the development process. The development shall be constructed and procurement plan implemented strictly in accordance with the Green Procurement Plan so approved.

#### Reason:

To ensure sustainable procurement of materials which minimises the negative environmental impacts of construction in accordance with Policy CP22 and CP23 of the Core Strategy and Policy 5.3 of the London Plan.

#### 129 Drainage Details - Station Public Realm Site

Development of the Station Public Realm Site shall not commence until details of the drainage for the site have been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker and Lead Local Flood Authority. No discharge of foul or surface water from the site in any phase of development, identified pursuant to Condition 4 shall be accepted into the public system until the requisite part of the drainage works referred to in the strategy for that phase have been completed.

#### Reason:

The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community in accordance with Policy CP28 of the Enfield Core Strategy (2010), DMD59-63 of the Enfield Development Management Document (2014), Policies 5.12 & 5.13 of the London Plan (2016).

#### 130 Sustainable Drainage Details - Station Public Realm Site

Prior to the commencement of development on each phase within the Station Public Realm Site details of any sustainable drainage measures to be incorporated in to that individual phase shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Lead Local Flood Authority. The details shall be based on the disposal of surface water by means of a sustainable drainage system in accordance with the principles as set out in the Technical Guidance to

the National Planning Policy Framework and shall be designed to a 1 in 1 and 1 in 100 year storm event allowing for climate change. The details submitted shall include levels, sizing, cross sections and specifications for all drainage features and should be in line with SuDS Best Practise. These details should include proposals for maintenance and management of drainage systems.

Reason:

To ensure the sustainable management of water, minimise flood risk and to minimise discharge of surface water outside of the application site in accordance with Policy CP28 of the Core Strategy (2010), DMD59-63 of the Enfield Development Management Document (2014), Policies 5.12 & 5.13 of the London Plan (2016) and the NPPF.

#### 131 SuDS Verification Report - Station Public Realm Site

Prior to the operation of the Station Public Realm Site, a Verification Report demonstrating that any approved drainage / SuDS measures for that phase have been fully implemented in accordance with the approved plans shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

To ensure the sustainable management of water, minimise flood risk, minimise discharge of surface water outside of the curtilage of the property and ensure that the drainage system will remain functional throughout the lifetime of the development in accordance with Policy CP28 of the Core Strategy and Policies 5.12 & 5.13 of the London Plan and the NPPF.

#### 132 Flood Evacuation Report - Station Public Realm Site

Prior to the occupation of the Station Public Realm Site a Flood Evacuation Report shall be submitted to and approved in writing by the Local Planning Authority confirming:

- i) The approved flood risk measures for that phase have been fully implemented; and
- ii) The station development is provided with a dry access route within the low hazard area of the floodplain (as defined by the Environment Agency's Flood Risk Assessment Guidance for New Development R&D Technical Report FD2320).

Reason:

To ensure minimise flood risk in accordance with Policy CP28 of the Core Strategy and Policies 5.12 of the London Plan and the NPPF.

#### 133 Archaeology - Station Public Realm Site

Prior to the commencement of development on each phase of development within the Station Public Realm Site identified pursuant to Condition 4, a written scheme of investigation (WSI) shall be submitted to and approved in writing by the Local Planning Authority. For land that is included within

the WSI, no development shall take place other than in accordance with the agreed WSI, which shall include:

- i) The strategy for dealing with overlaps between phases;
- ii) the statement of significance and research objectives;
- iii) the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works; and
- iv) the programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

Reason:

To ensure the implementation of appropriate archaeological investigation, recording and publication in accordance with policy CP31 of the adopted Core Strategy 2011.

#### 134 Landscaping Details - Station Public Realm Site

Reserved Matters submissions for the Station Public Realm Site shall be consistent with the Main Site Public Realm Strategy pursuant to Condition 14, the Station Building Public Realm Strategy pursuant to condition 102 and the approved Design Code (MW04 - January 2017) and any updated version(s). Reserved Matters submissions for the Station Public Realm Site should include hard surfacing materials to be used within the public areas of the Station Public Realm Site, and on any footpaths, access roads, parking areas and road markings within the Station Public Realm Site as well as details of any proposed planting, signage and street furniture.

They should also include details of any temporary arrangements for pedestrian, vehicle and cycle access to the Station building in the event that provision of the approved permanent access is delayed.

The treatment of thresholds between the station building and station public realm shall also be included.

The development shall be completed in accordance with the approved details prior to the occupation/operation of the Station.

Reason:

To ensure a high quality design and satisfactory appearance to public realm To ensure a high-quality design and satisfactory appearance to public realm in accordance with CP30 of the Enfield Core Strategy (2010) and policies DMD37 and DMD81 of Enfield's Development Management Document (2014).

#### 135 External Lighting - Station Public Realm Site

Prior to the commencement of development in each phase within the Station Public Realm Site identified pursuant to Condition 4, details of any external lighting proposed shall be submitted to and approved in writing by the Local Planning Authority. Lighting to all access roads, footpaths and footways should be in line with the adoptable standard. The approved external lighting shall be provided before that phase of the development is occupied.

Reason:

To minimise light spill onto the rail corridor in the interests of ecology and to ensure that the development does not prejudice the amenities of adjoining occupiers and / or the visual amenities of the surrounding area in accordance with policies DMD69, DMD76, DMD77 and DMD78 of the Enfield Development Management Document (2014).

#### 136 Strategy for clearance of slow worms - Station Public Realm Site

Prior to the commencement of development on the Station Public Realm Site details of a strategy for pre-site clearance of slow worms and translocation of any reptiles shall be submitted to, and approved in writing by the Local Planning Authority. The site shall be cleared in accordance with the approved strategy.

Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 137 Bat/Badger checks - Station Public Realm Site

Prior to the commencement of development on the Station Public Realm Site bat roost and badger checks shall be undertaken by a suitably qualified ecologist. A report of the findings and confirmation that no bats or badgers are present on site shall be submitted in writing to, and approved by the local planning authority.

Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 138 Hedge and shrub clearance - Station Public Realm Site

All areas of hedges, scrub or similar vegetation where birds may nest which are to be removed as part of the development within the Station Public Realm Site, are to be cleared outside the bird-nesting season (March - August inclusive) or if clearance during the bird-nesting season cannot reasonably be avoided, a suitably qualified ecologist will check the areas to be removed immediately prior to clearance and advise whether nesting birds are present. If active nests are recorded, no vegetation

clearance or other works that may disturb active nests shall proceed until all young have fledged the nest.

Reason:

To ensure that wildlife is not adversely impacted by the proposed development in accordance with national wildlife legislation and in line with CP36 of the Core Strategy. Nesting birds are protected under the Wildlife and Countryside Act, 1981 (as amended)

#### 139 Eradication strategy for invasive species - Station Public Realm Site

Prior to the commencement of development of the Station Public Realm Site details of an eradication strategy for invasive species shall be submitted to and approved in writing by the Local Planning Authority. Invasive species identified shall be treated in accordance with the approved eradication strategy.

Reason:

To ensure that the development contributes to improving the ecology and biodiversity of the area, in accordance with the NPPF, policy 7.19 of the London Plan (2016) and policy CP36 of the Enfield Core Strategy (2010) and DMD79 of the Enfield Development Management Document (2014).

#### 140 Cycle parking details - Station Public Realm Site

Reserved Matters application(s) for the Station Public Realm Site shall include details of the provision of cycle parking for the Station within that site, including the location, type of rack, spacing and any secure or non-secure structures associated with the storage of cycles. Cycle parking shall be designed in line with London Cycle Design Standards 2015. Cycle parking shall be provided in accordance with the approved details prior to operation of the Station.

Reason:

To secure adequate and high quality cycle parking provision in line with London Plan (2016) policy 6.9.

#### 141 Highway and Footway Details - Station Public Realm Site

Prior to or in conjunction with the submission of relevant Reserved Reserved Matters applications relating to the Station Public Realm Site, detailed drawings showing the arrangements for access to the station, including the siting, levels and construction of any roads, junctions, parking, turning and servicing areas and street lighting, and details of the pedestrian and cycle routes and related facilities shall be submitted to and approved in writing by the Local Planning Authority. They should also include details of any temporary arrangements for pedestrian, vehicle and cycle access to the Station building in the event that provision of the approved permanent access is delayed. The development shall be carried out in accordance with the approved details prior to occupation/operation of the Station.

Reason:

To ensure the development provides safe and sufficient access and high quality materials which are in keeping with the design principles established through the outline permission in accordance with policies CP24 of the Enfield Core Strategy (2010), DMD37 and DMD47 of the Development Management Document (2014) and 6.11 and 6.12 of the London Plan (2016).

142 Station Access Road Management Plan

Prior to the commencement of use of the proposed Station Access Road to the east of the railway, a detailed Station Access Road Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The station access road shall be used and managed as set out in this plan. The plan should include as a minimum:

- i) Site plan with road and associated facilities clearly marked;
- ii) Contact details (telephone/ email / name) of a person/company responsible for managing the access road;
- iii) Details of the intended uses for the road;
- iv) Proposed access arrangements for the road and related enforcement activities;
- v) Proposed parking controls for the access road and related enforcement regime;
- vi) Details of any parking charges / fees;
- vii) Management of the risk of overspill parking;
- viii) Maintenance regime for apparatus / furniture / lighting etc.; and
- ix) How often will the plan be reviewed and by whom (provide contact details).

Reason:

To ensure use of the Station Access Road is appropriately managed to maintain safety and comply with details set out in the Transport Assessment in accordance with policies CP24 of the Enfield Core Strategy (2010), DMD45, DMD47 and DMD48 of the Development Management Document (2014) and 6.11 and 6.12 of the London Plan (2016).

143 Construction Waste Management Plan - Station Public Realm Site

Prior to the commencement of development on the Station Public Realm Site a Construction Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plan should include as a minimum:

- i) Target benchmarks for resource efficiency set in accordance with best practice;
- ii) Procedures and commitments to minimize non-hazardous construction waste at design stage. Specify waste minimisation actions relating to at least 3 waste groups and support them by appropriate monitoring of waste;
- iii) Procedures for minimising hazardous waste;

- iv) Monitoring, measuring and reporting of hazardous and non-hazardous site waste production according to the defined waste groups (according to the waste streams generated by the scope of the works);
- v) Procedures and commitments to sort and divert waste from landfill in accordance with the waste hierarchy (reduce; reuse; recycle; recover) according to the defined waste groups; and
- vi) Evidence that no less than 85% by weight or by volume of non-hazardous construction and excavation waste generated by the development has been diverted from landfill.

The development shall be implemented in accordance with the approved plan.

Reason:

To maximise the amount of waste diverted from landfill consistent with the waste hierarchy, Policy DMD57 of the Development Management Document, and strategic targets set by Policies 5.17, 5.18, 5.19, 5.20 of the London Plan.

#### 144 CCTV Provision - Station Public Realm Site

Prior to the commencement of development within the Station Public Realm Site as identified pursuant to Condition 4, details of any CCTV provision for that phase, including locations and management proposals shall be submitted to, and approved by the Local Planning Authority. Details shall be consistent with the Design Code (MW04) and any updated version(s). CCTV shall be provided in accordance with the approved details.

Reason:

To ensure the future residents of the development are safe and secure and in accordance with policies CP30 of the Enfield Core Strategy (2010), DMD37 of the Enfield Development Management Document (2014) and 7.3 of the London Plan (2016).

Dated: 10 July 2017

Authorised on behalf of:

Mr A Higham  
Head of Development Management  
Development Management,  
London Borough Enfield,  
PO Box 53, Civic Centre,  
Silver Street, Enfield,  
Middlesex, EN1 3XE



If you have any questions about this decision, please contact the planning officer [sharon.davidson@enfield.gov.uk](mailto:sharon.davidson@enfield.gov.uk).

**List of plans and documents referred to in this Notice:**

Drawing	281_A_P_140_00 (Rev 04)
Drawing	281_A_P_140_01 (Rev 04)
Drawing	281_A_P_140_02 (Rev 06)
Drawing	281_A_P_140_03 (Rev 10)
Drawing	281_A_P_140_04 (Rev 06)
Drawing	281_A_P_140_05 (Rev 06)
Drawing	281_A_P_140_06 (Rev 05)
Drawing	281_A_P_140_07 (Rev 06)
Drawing	281_A_P_140_08 (Rev 06)
Drawing	281_A_P_140_09 (Rev 06)
Drawing	281_A_P_140_10 (Rev 06)
Drawing	281_A_P_140_11 (Rev 06)
Drawing	281_A_P_140_12 (Rev 01)
Drawing	281_A_P_140_13 (Rev 01)
Drawing	281_A_P_140_14 (Rev 01)
Drawing	281_A_P_140_15 (Rev 01)
Drawing	281_A_P_140_16 (Rev 01)
Drawing	281_A_P_140_17 (Rev 01)
Drawing	ARP-02-08-DR-S3-0314 (Rev 03)
Drawing	243388_140_01 (Rev 01)
Drawing	243388_140_03 (Rev 01)
Drawing	243388_140_02 (Rev 01)
Drawing	ARP-02-08-DR-S3-0315 (Rev 03)
Drawing	243388_140_04 (Rev 01)
Drawing	243388_140_05 (Rev 01)
Drawing	ARP-02-08-DR-S3-0316 (Rev 03)
Drawing	243388_140_06 (Rev 01)
Drawing	ARP-02-08-DR-S3-0368 (Rev 02)
Drawing	243388_140_07 (Rev 02)
Drawing	243388_140_08 (Rev 02)
Drawing	ARP-02-08-DR-S3-0369 (Rev 02)
Drawing	243388_140_09 (Rev 02)
Drawing	ARP-02-08-DR-S3-0326 (Rev 03)
Drawing	281-A-P-240-01 Rev. 02
Drawing	281-A-P-240-02 Rev. 02
Drawing	281-A-P-240-03 Rev. 01

**Additional Information**

1 Commencement:

Means the initiation of development as defined in Section 56(4) of the Town and Country Planning Act 1990 (as amended) and commence shall be construed accordingly.

2 Design Code:

Means the Design Code document (MW04) submitted with the application dated March 2016 (ref: 281\_A\_REP\_DD08\_DESIGN CODE\_v07).

3 Environmental Statement:

Means the Environmental Statement MW\_12 submitted with the Phase 1 application dated March 2016 together with the supplementary Environmental Statement MW\_12 dated January 2017.

4 Main Site:

Means the area of land identified pursuant to condition 1 which excludes Meridian Water Station and associated access and public realm.

5 Meanwhile Use:

Means plots of land included within the application site that are temporary vacant and secure plots which would be landscaped and maintained, and could include a tree nurse in accordance with the requirements of the Design Code MW04.

6 Phase:

Means a phase or sub-phase, including construction phase, of the development as identified on a phasing plan submitted pursuant to condition 4 of this permission.

7 Phase 1:

Means Phase 1 of the wider Meridian Water Project and refers to the land to which this Outline Planning Permission (OPP1) relates.

8 Phasing Plan:

Means the submission of a plan and supporting strategy describing how development will be brought forward across the application site including the site preparation and the construction of roads, buildings and infrastructure, pursuant to condition 4 of this permission. The phasing plan should also include the delivery and distribution of Affordable Housing per phase.

Submission of the plan should outline any temporary arrangements during construction including public access to the station and other areas of public realm.

#### 9 Reserved Matters Application Specification:

No Reserved Matters Application shall be submitted in relation to any building or phase unless it is accompanied, as appropriate, by the following documents and/or information:

- i) A report that assesses any areas of non-compliance or deviation from the approved drawings, parameters or Design Code and an assessment of any additional environmental effects as a result of these areas of non-compliance/ deviation. Additional mitigation measures (if required) should also be detailed;
- ii) An explanatory statement demonstrating how the proposed quantum and mix of land uses proposed within the phase are consistent with the limitation set in conditions (specify) and obligations (of the s106 to be specified)
- iii) An Affordable Housing plan setting out the delivery and distribution of affordable housing across the phase.

And in relation to the matter of LAYOUT, a Reserved Matters Application shall include:

- i) A report and plans detailing layout of the proposed building or buildings and any relevant roads or landscaping associated with the Development Plot(s) identified on the Outline Planning Permission to which the reserved matter application relates;
- ii) A reconciliation plan showing how the proposed detailed layout of the roads, pedestrian and cycle routes and the detailed layout of open spaces within the phase are consistent with the parameters and principles for the layout of the wider development set out in the Design Code.
- iii) A report and plans detailing any necessary temporary layout associated with boundary treatment and condition between phases of the development;
- iv) A report and plans detailing the internal layout of any buildings;
- v) Where new residential units are included, an explanatory statement demonstrating how the proposed units comply with the standards set out in the Mayor's Housing SPG (2016), the Nationally Described Space Standards and shall include the identification of Wheelchair Accessible and Wheelchair Adaptable units.

And in relation to the matter SCALE, a Reserved Matters Application shall include:

i) A statement (including accompanying design material) to demonstrate that the scale of the development accords with the relevant maximum and minimum parameters set out in the parameter plans.

And in relation to the matter of APPEARANCE a Reserved Matters Application shall include:

i) Plans, drawings, sections and elevations to explain full details of the materials to be used on all external surfaces (including hard landscaping) and where practicable, samples shall be provided; and

ii) A statement (including accompanying design material) to demonstrate the selection of materials accords with the Design Code.

And in relation to the matter of LANDSCAPING a Reserved Matters Application shall also include:

i) Plans, drawings, sections and specifications to explain full details of proposed landscaping works, including finished ground levels and proposed drainage arrangements;

ii) A statement (including accompanying design material) to demonstrate the landscape works substantially accord with the Design Code;

iii) Specification for surface treatments and the size, type and appearance of all paving or other hard surfaces;

iv) Outline specification for street furniture;

v) Tree planting details and outline specification of all other planting and cultivation;

vi) Management and maintenance details;

vii) Details of proposed green or brown roofs;

viii) Details of external lighting;

ix) Details of hard landscaping, including, means of enclosure, means of access to each building, any shared vehicular and pedestrian surfaces (including surface materials and kerb details that ensure a safe and convenient environment for blind and partially sighted people), car parking layouts, pedestrian access and circulation areas, cycle parking layouts, hard surfacing, external furniture, play equipment and refuse storage;

x) Details of soft landscape works including planting plans, written specifications (including cultivation and other operations associated with grass and plant establishment, aftercare and maintenance), schedule of plants, species, plant sizes, proposed numbers or densities (where appropriate), height and maturity of any trees, shrubs, sections through mounds, tree containers and raised shrub beds above the basement car park and communal roof top gardens; and

xi) Details of the programme for implementing and completing the planting.

10 Station Site:

Means the area of land identified pursuant to condition 1 comprising land containing Meridian Water Station (Station Building Site) and the areas of public realm surrounding the station (Station Public Realm).

11 Underlap Areas:

Means the extent of land identified pursuant to condition 36 that is not covered by the Station Remediation Site or the Main Remediation Site identified pursuant to condition 89.

Dated

[2017]

**Agreement under Section 106  
of the Town and Country Planning Act 1990**

relating to the development of Meridian Water Willoughby Lane and Meridian Way London N18

**MERIDIAN WATER (PHASE 1)**

- (1) The Mayor and Burgesses of the London Borough of Enfield (Council)
- (2) [Owner]
- (3) [Mortgagee]

THIS DEED is dated [DATE]

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD** of Civic Centre, Silver Street, Enfield Middlesex (**Council**)
- (2) [NAME OF OWNER] of [ADDRESS OF OWNER] (**Owner**)
- (3) [[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Mortgagee**)

### **Background**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Development Site is situated.
- (B) The Owner is the [leasehold owner] of the Development Site [subject to a mortgage in favour of the Mortgagee] but otherwise free from encumbrances shown edged red on the Development Site Plan and registered at the Land Registry with absolute title under title number(s) [NUMBER[S]]<sup>1</sup>.
- (C) The Council is the freehold owner of the Development Site free from encumbrances shown edged red on the Development Site Plan and registered at the Land Registry with absolute title under title number(s) [NUMBERS]
- (D) The Council as landowner has made the Planning Application and Planning Permission was granted on [ ] subject to a condition requiring those with a legal interest in the Development Site, as specified in the condition, to enter into an agreement pursuant to Section 106 of the TCPA 1990 prior to commencing the Development. The Owner is proposing to carry out the Development.
- (E) [The Mortgagee is the registered proprietor of the charge dated [DATE] referred to in entry number [NUMBER] of the charges register of title number [NUMBER] and has agreed to enter into this deed to give its consent to the terms of this deed.]
- (F) The Council having regard to the provisions of the National Planning Policy Framework, the London Plan and the Enfield Plan Core Strategy and to all other material considerations resolved on 28 March 2017 that subject to referral to the Greater London Authority Planning Permission should be granted for the Development.
- (G) The parties are satisfied that the obligations in this Deed are planning obligations for the purposes of Section 106 of the TCPA 1990 and comply with the statutory tests in Regulation 122 and 123 of the Community Infrastructure Levy Regulations 2010 and are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

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<sup>1</sup> Recitals to be amended to reflect the actual interest of the owner at the time the deed is required to be completed

## Agreed terms

### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this deed:

**Additional Amount** means the amount (if any) shown in a Viability Reassessment which in accordance with the procedures set out in Schedule 2 has been

- a) approved by the Council following that Viability Reassessment; or
- b) determined by the Expert

as being equivalent to 60% of the return which is calculated after subtracting the Benchmark Land Value and Total Development Costs from Gross Development Value and which is to be used for the provision of Affordable Housing by way of (in order of priority):

- (i) one or more Additional Affordable Housing Units
- (ii) an Additional Affordable Housing Contribution

PROVIDED ALWAYS THAT the onsite Affordable Housing Units and any Additional Affordable Housing Units and/or Additional Affordable Housing Contribution resulting from the First Reassessment, the Early Review (if applicable) and the Final Reassessment shall together not exceed the Affordable Housing Cap

**Affordable Housing Cap** means a policy compliant level of Affordable Housing being 40% of the total residential net internal area of the Development Site

**Additional Affordable Housing Contribution** means a financial contribution towards Affordable Housing payable by the Owner to the Council in accordance with Schedule 2 which a Viability Reassessment demonstrates can be viably paid

**Additional Affordable Housing Units** means the additional units of Affordable Housing which a Viability Reassessment demonstrates can be viably delivered within the Development in addition to (and not as part of) the Affordable Housing Units



using one or more Additional Amounts.

**Affordable Housing** means affordable housing as defined in Annex 2 to the National Planning Policy Framework and which is provided or managed by a Registered Provider or a local authority

**Affordable Housing Programme** means a written programme submitted with each Reserved Matters Application showing how the Affordable Housing will be delivered in the part(s) of the Development which are the subject of that Reserved Matters Application identifying the location of the Affordable Housing Units within that part of the Development and which shall include the following details:

- (a) the number of Affordable Housing Units;
- (b) the sizes of the Affordable Housing Units;
- (c) those Affordable Housing Units which are to be for Affordable Rent;
- (d) those Affordable Housing Units which are to be Intermediate Housing Units;
- (e) those Affordable Housing Units which are to be for Social Rent;
- (f) proposals for the management of the Affordable Housing Units;
- (g) details of how the Intermediate Housing Units will be allocated by the Registered Provider in accordance with the Eligibility Criteria;
- (h) the timetable for the transfer of the Intermediate Housing Units to a Registered Provider; and
- (i) the timetable for the transfer of the Social Rented Units to a Registered Provider as applicable.

**Affordable Housing Provider** means a housing association trust or company or body specialising in the delivery of Intermediate Housing Units as

agreed in writing with the Council

**Affordable Housing Units** means minimum of 25% of the total number of Residential Units (and being no less than 35% of the total number of Habitable Rooms) on the Development Site to be provided as Affordable Housing of which 40% shall be for Affordable Rent and Social Rent and 60% shall be as Intermediate Housing Units or as otherwise agreed with the Council in writing;

**Affordable Rented Units** means Residential Units let or to be let by a Registered Provider at no more than:-

(a) 80% (eighty per cent) of the Local Market Rent (including service charges, where applicable) for Residential Units with one (1) or two (2) bedrooms unless 80% exceeds the Local Housing Allowance (“LHA”) rate in which case the LHA rate will be the maximum rent; and

(b) 60% (sixty per cent) of the Local Market Rent (including service charges, where applicable) for Residential Units with three (3) or four (4) bedrooms

or such other unit types or rent levels as are agreed by the parties acting reasonably and having regard to the relevant guidelines of the Greater London Authority or any successor body

**Allocations Scheme** means the Council’s housing allocation scheme as updated from time to time.

**Alternative Public Transport Provision** means the provision of reasonable and proportionate alternative public transport provisions sufficient to provide adequate access to public transport to support the level of development on the Development Site and identified in the Interim Transport Report to be implemented in accordance with Schedule 7 which shall consider:

- pedestrian and cycle access to the Development Site in the absence of the Step Free Access;

- offsite infrastructure measures (for example bus stops or bus stop enhancements, crossings etc);
- exclusive access rights for TfL to use any bus stops or stands on private land to be granted via lease and which should include a specified maintenance regime of the highway to an adoptable standard;
- an accessible bus stop (in accordance with TfL guidance) within 400 metres of each Residential Unit;
- measures for terminating bus services provision for any TfL bus to be turned without needing to reverse and an accessible bus stand with driver facilities nearby and separate accessible stops;
- direct provision of services by the Owner (for example shuttle bus service);
- provision of services by TfL agreed via a Route Sponsorship Agreement;
- a financial contribution where applicable;
- appropriate phasing of alternative public transport provision in relation to housing delivery;
- access on and off vehicles for all users of the Alternative Public Transport Provision including wheelchair users;
- provision of space on vehicles for pushchairs and other items people may reasonably expect to carry on and off a bus;
- provision of information on board vehicles and at stops for visually impaired and deaf users to facilitate their use of the services;
- accessible stops in accordance with TfL guidance (for example, kerb alignment where ramps are used);
- provision of services by vehicles with

capacity to cater for demand including demand at peak times;

- matching or bettering TfL standards on driver safety and vehicle emissions; and
- provision of late and early services which relate to connecting services taking into account services already available

Annual Monitoring Report	means the London Plan Annual Monitoring Report
Annual Shortfall	means the Estimated CO2 minus the Target CO2 Emissions.
Application Site	means the land subject to the Planning Permission and shown edged red on the plan at Appendix 1 ('the Application Site Plan')
Approved Affordable Housing Programme	means the Affordable Housing Programme submitted to and approved in writing by the Council as part each Reserved Matters Application
Base Rate	means the higher of 4% and the base rate from time to time of the Council's bank at the time
Benchmark Land Value	means a sum no greater than £37,505,015 (thirty seven million five hundred five thousand pounds and fifteen pounds)
Car Club	means a self-service pay-as-you-go or by subscription car club which provides temporary use of vehicles without ownership to members of the club
Car Club Management Plan	means a plan setting out the measures to maintain, promote and manage the operation of the Car Club and specifying the location of the Car Club Parking Spaces and the timetable for provision of these spaces or such revised plan as may be agreed with the Council from time to time
Car Club Membership	means membership of the Car Club and including driving credits one membership to

be offered to each Residential Unit that is first Occupied and maintained (for those Residential Units which choose to participate in the Car Club) for two (2) years from the date of first Occupation of the relevant Residential Unit

Car Club Parking Spaces

means the parking spaces allocated in accordance with the Car Club Management Plan approved by the Council to be reserved for the sole use of parking a Car Club vehicle

Carbon Contribution      Offsetting

means the contribution to be paid (if applicable) by the Owner to the Council in accordance with Schedule 4 in accordance with the following formula:

- Cumulative Shortfall x £60

and to be applied by the Council (in the event of receipt) toward carbon reduction projects across the London Borough of Enfield to achieve the Council's overall carbon reduction targets. Such projects could include but are not limited to (i) building energy efficiency retrofit measures; (ii) building integrated renewable energy installations; and (iii) awareness raising or behaviour modification programmes and are to be in accordance with the guidelines issued by the Greater London Authority or such other authority from time to time

Carbon Target      Reduction

means a 35% reduction on total CO2 emissions for the Development in accordance with Part L of the Building Regulations 2013

Commencement of Development

means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 on the Development Site but disregarding for the purposes of this deed and for no other purpose, the following operations: site clearance; ground investigations for assessing site conditions; remedial works in respect of any contamination of adverse ground conditions; site survey works; diversion and laying of services; archaeological investigations; erection of any temporary means of enclosure; temporary display of site notices and advertisements and construction of the

proposed junction at Leaside Road for its construction access in accordance with Plan [ARP-02-08-DR-S300400] and for the avoidance of doubt all works relating to the Station Site as such term is defined in the Planning Permission and any works required to be undertaken to discharge pre commencement conditions on the Planning Permission and **Commence** and **Commences** shall be construed accordingly

Commencement Date	means the date Development Commences
Contributions	means the Controlled Parking Zone Contribution, Education Contribution, Highway Contribution and the Off-Site Open Space Enhancement and Maintenance Contribution
Community Centre	means the community centre of not less than 600m <sup>2</sup> GIA (unless otherwise agreed by the Council) to be provided within the Development at such location agreed pursuant to the Reserved Matters Application and in accordance with the Planning Permission
Community Centre Management Plan	means the plan to be submitted and approved in accordance with Schedule 5 demonstrating how the Owner will manage and maintain the Community Centre for the benefit of Local residents and community organisations and for the lifetime of the use of the buildings constructed as any part of the Development or such revised plan as may be agreed with the Council from time to time
Community Centre Specification	means the specification, plans and drawings for the construction and fitting out of the Community Centre to be approved by the Council under the provisions of Schedule 5
Controlled Parking Zone	means a parking scheme established and operated by the Council as highway authority in accordance with the Road Traffic Regulation Act 1984 in which on-street parking in an area is restricted to only those vehicles with parking permits issued by the Highway Authority for that scheme

Controlled Parking Zone Contribution	<p>means the sum of seventy thousand pounds (£70,000) broken down as follows:</p> <ul style="list-style-type: none"> <li>(a) initial consultation costs;</li> <li>(b) design and consultation costs;</li> <li>(c) detailed design and traffic regulation orders; and</li> <li>(d) physical works</li> </ul> <p>as a financial contribution towards the Highway Authority's costs of consulting on and setting up a new Controlled Parking Zone if it is necessitated by the Development</p>
Cumulative Shortfall	Annual Shortfall x 30
Decentralised Energy Network (DEN)	means the Primary Heating Network and the combined plant within the Plantroom/Substation Plantroom
Default Interest Rate	means 2% per annum above the Base Rate
DEN Safeguarded Route	means the routes of the On-site Primary Heating Network marked in purple on the Indicative Route Plan set out at Appendix 5, as shall be agreed between the Owner and the ESCO and the width of such route shall be 1.5 metres outside the outer edge of the two pipes unless otherwise agreed with the ESCO in writing
DEN Strategy	<p>means the strategy for connection to the DEN to include details of:</p> <ul style="list-style-type: none"> <li>(a) the combined Plantroom and Substation Plantroom(s) (and its location);</li> <li>(b) the route of the On-Site Primary Heating Network to the Plantroom/Substation Plantroom(s);</li> <li>(c) the DEN Safeguarded Routes;</li> <li>(d) the route of the Secondary Heating Network and any phasing of its provision;</li> </ul>

- (e) the identity of the ESCO;
- (f) provision for heat and hot water to be supplied to the Development Site through the boilers in the Plantroom unless and until the On-site Primary Heating Network is connected to the Off-site Primary Heating Network in such manner as to enable the Development Site to receive low carbon heat (in line with the Energy Strategy) from the Primary Heat Network;
- (g) the timetable and details for the construction of the above; and
- (h) the use by the ESCO of the Plantroom/Substation Plantroom(s) including but not limited to the proposed connection of the On-site Primary Heating Network to the Plantroom/Substation Plantroom(s),
- (i) the reasonable endeavours to be used to enter in to heat agreements and/or contracts to deliver the necessary connections to the Off-site Primary Heating Network

SAVE THAT except as provided for in (i) the Owner shall have no obligations or responsibilities pursuant to this strategy in relation to the Off-site Primary Heating Network

Development means the development of the Development Site authorised by the Planning Permission

Development Site means the land forming part of the Application Site on which the Development (excluding the Station) is to be constructed as shown on the plan to be submitted and approved pursuant to Condition 1 of the Planning Permission and referred to in Condition 1 as the "Main Site" and shown edged red on the plan attached at Appendix 2 ('the Development Site Plan')

Ecological Corridor means the wildlife corridor intended to facilitate the movement of wildlife and mitigate adverse ecological effects which is a minimum of 6 metres wide and is



	contiguous with the railway line and runs north-south through the Development Site except for a 25m break around the station where tree canopy connectivity will be provided
Ecological Monitoring Reports	<p>means reports submitted to the Council for approval at times set out in the approved Open Space and Public Realm Management Strategy and which should set out:</p> <p>(a) whether the ecological enhancement measures and ecological features included within the relevant parts of the Development are meeting their required aims and objectives; and</p> <p>(b) where those required aims and objectives are not being met proposals as to the additional action and/or adjustments which could be made to satisfy those aims and objectives</p>
Education Contribution	means the sum of £1,837,875 (one million eight hundred and thirty seven thousand eight hundred and seventy five pounds) towards primary and secondary education facilities and services and payable in accordance with Schedule 3
Eligible Purchasers	means households whose annual income complies with the affordability criteria published annually by the Mayor of London in the London Plan as amended from time to time in the Annual Monitoring Report or any successor authority to reflect the changes in income/house price ratios
Eligibility Criteria	<p>means the selection of households for Intermediate Housing Units subject to affordability including but not limited to meeting one or more of the following criteria:</p> <ul style="list-style-type: none"> <li>• people living in social housing accommodation in the London Borough of Enfield (LBE)</li> <li>• people living in LBE</li> <li>• people working in LBE</li> </ul>

- people with a Local connection to LBE

Employment and Skills Strategy	means a strategy provided in accordance with Schedule 6 for the Development to demonstrate how the Owner will engage with Local contractors/ subcontractors and provide training opportunities on the Development Site in accordance with the requirements of and formulas contained within the SPD
Energy Strategy	means the statement and/or strategy substantially based upon the DEN Strategy (unless otherwise agreed in writing by the Council to be submitted by the Owner to the Council as part of the Planning Application and supplemented by further details to be provided with the Reserved Matters Application setting out how the Carbon Reduction Target will be achieved
ESCO	means the organisation that undertakes the provision of energy services in terms of operating the DEN
Estimated CO2	means the CO2 estimated to be emitted from the Development (tonnes per annum) calculated in accordance with Part L of the Building Regulations 2013
Expert	means an independent person appointed to determine a dispute in accordance with clause 16 of this deed Provided That In the case of the Viability Reassessment procedure set out in Schedule 2 Expert means an independent and reputable chartered surveyor registered with the Royal Institution of Chartered Surveyors with not less than 10 years experience of valuation matters.
Framework Travel Plan	means a travel plan for the Development agreed with the Council prior to first Occupation which <ul style="list-style-type: none"> <li>(a) is designed to manage the demand for transport to and from the Development and promote a shift away from the private car in favour of public transport and other sustainable modes of travel in accordance with the requirements of the SPD and seeks to achieve</li> </ul>

minimum targets

- (b) includes details of the Car Club including detail (if any) of Car Club Parking Spaces and Car Club Management Plan;
- (c) includes details of Sustainable Transport Measures;
- (d) includes the requirement for a TRICS (TRAVL) compliant survey which should include traffic counts at accesses to demonstrate actual on the ground changes and not just questionnaire based summaries ("the Travel Plan Survey")
- (e) contains provision for on-going monitoring how the objectives of the travel plan are being met and reviewing the objectives where appropriate in accordance with the provisions of Schedule 9;
- (f) includes the requirement for the appointment of a travel plan co-ordinator
- (g) includes details of how appropriate transport access and parking provision will be secured
- (h) includes details of the management arrangements necessary in order to sustain the Framework Travel Plan in the future

Gross Development Value

means the value of:-

- (a) sales receipts of Market Housing Units
- (b) sales receipts of Affordable Housing Units
- (c) sales receipts of any Private Rented Sector Units
- (d) the estimated value of sales of ground rents and parking spaces (where sold separately or allocated to a Residential Unit)
- (e) the estimated value of any unsold

or unlet Residential Units on the assumption that they are Practically Completed and ready for Occupation

- (f) any grant funding received or anticipated directly by the Owner for the provision of affordable housing which will exclude grant funding received directly by the Registered Provider
- (g) sales receipts for any commercial space constructed pursuant to the Planning Permission (not including the gym, Community Centre or retail uses which are to be transferred to the Council at nil value)
- (h) the estimated value of any unsold or unlet commercial space mentioned in paragraph (g) above

Habitable Room

means a room of a Residential Unit the intended purpose for which is for sleeping, living or dining which has a minimum width of 2.13 metres (7 ft.) and includes:-

- (a) a living room;
- (b) a bedroom;

Either

- (c) a dining room; or
- (d) a kitchen/diner provided that for the purposes of this Deed the kitchen/diner is a room 13 sqm or greater in size with a clearly defined kitchen area at one end and a clearly defined dining area at the other to accord with the Mayor of London's Housing Supplementary Planning Guidance (March 2016);

for the avoidance of doubt where both (c) and (d) above are provided only one may be counted as a Habitable Room.

Heat Interface Unit

means the heat interface unit that transfers heat from (and forms part of) the Secondary Heating Network to any

	individual Unit's heating system
Highways Agreement	means one or more agreements entered into pursuant to section 38 or 278 of the Highways Act 1980
Highway Contribution	means the sum of £50,000.00 (fifty thousand pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards the provision of SCOOT systems at junctions on Meridian Way
Highway Works	<p>the works to be carried out on the public highway including (but not limited to):</p> <ul style="list-style-type: none"> <li>• provision of pedestrian crossing to Meridian Way/Glover Way</li> </ul> <p>provided always that the Highway Works do not include the cost of any adjustments or diversions of any statutory undertakers' apparatus. Any such adjustments or diversions must be undertaken prior to the commencement of the Highway Works and at the Owner's cost</p>
Index Linked	<p>means increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this Deed x (A/B) where:</p> <p>A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.</p> <p>B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed</p>
Indicative Route Plan	means the indicative route of the DEN Safeguarded Route set out at Appendix 5
Interim Transport Report	<p>means a report to be submitted and approved in accordance with Schedule 7 in consultation with TfL which confirms:</p> <ul style="list-style-type: none"> <li>(a) the current status of the Station Works;</li> <li>(b) the updated programme for delivery</li> </ul>

of the Station (if applicable);

- (c) level of train service agreed to serve the Station;
- (d) observed travel demand against the Transport Assessment assumptions;
- (e) whether any Alternative Public Transport Provision is required; and
- (f) the details of Alternative Public Transport Provision (if any is required)

Intermediate Housing Units

means homes for sale or rent provided at a cost above that of Social Rented Units but at a minimum of 20% (twenty per cent) below market levels subject to eligibility as set out in the London Plan as amended by the Annual Monitoring Report and will include provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision and Intermediate Housing Units shall include Shared Equity Units, Shared Ownership Units and, other low cost homes for sale and intermediate or discounted rental products, but not Affordable Rented Units

Local

means resident or situated within the boroughs of Enfield, Haringey, Barnet, Waltham Forest, Broxbourne the District of Epping Forest, Hertsmere or Welwyn Hatfield and "Locally" shall be construed accordingly, (and where the context admits priority is afforded to residents of Enfield)

Local Labour Report

means an annual written monitoring report setting out compliance with the Employment and Skills Strategy for the 12 months prior to the date of the report

Local Market Rent

means the rent (inclusive of service charges, where applicable) at which comparable properties to the subject Affordable Housing Unit are being commonly let in the Local market area

Local Plan	means the Enfield Core Strategy adopted by the Council on 10 November 2010 and the Development Management Document adopted by the Council on 19 November 2014 and any additional or replacement adopted development plan documents
Market Housing Units	means those Residential Units which are not Affordable Housing Units
Monitoring Fee	means the sum of £176,043.75 (one hundred and seventy six thousand forty three pounds and seventy five pence) as a contribution towards the Council's costs of monitoring the implementation of this deed representing 5% of the total value of all Contributions and a charge of £350 for each head of term
Monitoring Officer	means the designated officer of the Council from time to time who shall monitor the planning obligations in this Deed
Motor Vehicle Parking Management Plan	<p>means a proposal for motor vehicle parking provision which demonstrates how the Owner will layout, allocate, provide and manage parking provision in accordance with Schedule 12 and which will include:</p> <ul style="list-style-type: none"> <li>(a) a parking area plan with clearly marked out bays for residents, loading, unloading, visitors, as well as electric vehicle charging, disabled parking bays and parking bays for Car Clubs;</li> <li>(b) contact details (telephone number, email, name) of a person/company responsible for managing that parking area;</li> <li>(c) proposed parking controls to keep clear the turning areas for delivery/service vehicles;</li> <li>(d) proposals for management of the risk of overspill parking;</li> <li>(e) proposals for visitor parking;</li> <li>(f) parking allocation, enforcement, fees, maintenance and management;</li> </ul>

	(g) number of accessible/disabled bays; and
	(h) security arrangements
National Rent Regime	means the regime under which the social rents of tenants of social housing are set, with particular reference to the [2015 Rent Standard and Rent Standard Guidance] and any such replacement guidance or regime
Nominations Agreement	means the Housing Authority's standard nominations agreement and service level agreement in the form or substantially in the form appended at Appendix 4
Nomination Rights	means the Council's right to allocate 100% of first lettings of the Affordable Rented Units and the Social Rented Units to persons nominated by the Council in accordance with the Nominations Agreement and the Allocations Scheme
Occupation	means the first date when any part of the Development is occupied pursuant to the Planning Permission (which for the avoidance of doubt shall not include occupation for construction or fitting out or marketing or security of the Development) and the phrases <b>Occupy</b> and <b>Occupied</b> (where used) shall be construed accordingly
Off-site Primary Heating Network	means the ESCO's heat network located outside the boundaries of the Development Site and which shall include (but not be limited to) any off-site energy centre(s)
On-site Primary Heating Network	means the ESCO's heat network located within the Development Site which shall connect into the Plantroom/Substation Plantroom(s) and provide low carbon heat (in accordance with the Energy Strategy) to the Development Site
Off-Site Open Space Enhancement and Maintenance Contribution	means the sum of £1,500,000 (one million five hundred thousand pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards:-



- (a) the provision of new open spaces and public realm or the provision of new facilities within existing open space and public realm facilities in the vicinity of the Development Site; and/or
- (b) the improvement and maintenance of existing open spaces and public realm or the improvement of facilities within existing open space and public realm in the vicinity of the Development Site; and/or
- (c) the improvement and maintenance of access to existing open spaces

Open Space and Public Realm Management Strategy

means the strategy for the future management and maintenance of the open spaces, the Ecological Corridor and the public realm within the Development to be submitted to and approved by the Council, and which is in accordance with Schedule 8

Plantroom

means the permanent plantroom (complete with shell and core services including utilities supply connections other than the gas supply connection which the ESCO will separately procure) and associated infrastructure that enables the installation by the ESCO of boilers to heat the Development Site until such time as the ESCO is able to supply low carbon heat (in accordance with the Energy Strategy) to the Development Site via the Primary Heating Network

Practical Completion

means depending on the context of the Deed the substantial completion of any part or the whole of the Development as appropriate such that it is fit for its intended purpose (and, in the case of any highway works, physically completed and available for use by the public) and, free from defects other than minor snagging as confirmed by a certificate of practical completion or sectional practical completion issued by the Owner's architect or other suitably qualified professional and Completed, Practically Complete and Practically Completed shall be construed

accordingly

Primary Heating Network means the On-site Primary Heating Network and the Off-site Primary Heating Network

Private Rented Sector Units means those Residential Units to be Occupied by individuals for private rented residential use under assured shorthold tenancies (or other similar tenancies or leases that do not grant security of tenure to the individual occupier and are not registrable at the Land Registry) and which shall be:

- (a) secured as such units for 15 years or more by covenant;
- (b) within a block of the Development including at least 50 such units;
- (c) owned collectively at any one time by a single owner; and
- (d) professionally managed on-site collectively at any one time by a single manager who is part of an accredited Ombudsman Scheme and a member of a recognised professional body

Protected Tenant means any tenant:

- (a) who has exercised the right to acquire pursuant to the Housing Act 1996, Housing and Regeneration Act 2008 the Housing and Planning Act 2016 or any voluntary statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) who has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) of an Intermediate Housing Unit who has acquired 100% of the equity in that Intermediate Housing Unit;
- (d) who has acquired an Affordable Housing Unit through Social

Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008

Plan	means the plan attached as Appendix 1
Planning Application	means the application for outline planning permission registered by the Council on 21 March 2016 under reference number 16/01197/RE3
Planning Permission	means the planning permission granted by the Council in respect of the Planning Application as contained in Appendix 2
Registered Provider	means a registered social landlord or registered provider of Affordable Housing within the meaning of the Housing and Regeneration Act 2008 (as amended) and registered with the Homes and Communities Agency (or successor authority) or any other Affordable Housing Provider as agreed with the Council which may also include the London Borough of Enfield
Reserved Matters Application	means any application submitted pursuant to the Planning Permission relating to scale, layout, appearance or landscaping as matters that have been reserved relating to the Development Site and which for the avoidance of doubt shall exclude reserved matters applications submitted in relation to the Station Site
Residential Unit	means any units of residential accommodation provided in accordance with the Planning Permission
Route Sponsorship Agreement	means an agreement for provision of bus services agreed between TfL and the local borough(s) which shall be funded by the Owner and which shall include requirements for the Owner to fund: <ul style="list-style-type: none"><li>(a) changes to any TfL services by pump prime funding;</li><li>(b) the cost of alterations to local bus services made by TfL;</li><li>(c) altered bus services for a 5 year period after a lead in time to allow</li></ul>

for TfL consultation and procurement of changes from bus operators;

(d) any increase in frequency of existing local services; and

(e) the reorganisation of local services to better serve and connect the Development Site

Schedule of Tenure and Mix

means a schedule in which the Owner sets out how the proposed housing mix (including tenure, bedroom mix and unit-size) within the relevant Reserved Matters Application will be delivered across the Development Site.

Secondary Heating Network

means plant and heating pipework circuits from the Plantroom/Substation Plantroom(s) to all Units on the Development including Heat Interface Units at each Residential Unit complete with a heat meter that is electronically remotely monitored (but not including the pipework and other apparatus flowing out of any Heat Interface Unit within any Unit)

Shared Equity Units

means those Intermediate Housing Units to which the Eligibility Criteria may apply (as provided for in Schedule 1) which can be sold to Eligible Purchasers and which comply with the following terms: the sale of the freehold or long leasehold interest in the Shared Equity Unit at a price discounted by no less than 25% to market value of the unit and a legal charge retained by the Registered Provider or Affordable Housing Provider to protect the discounted share but where the owner has an option to acquire up to 100% of the equity and Shared Equity shall be construed accordingly

Shared Ownership Units

means those Intermediate Housing Units to which the Eligibility Criteria may apply (as provided for in Schedule 1) which can be part sold and part rented to Eligible Purchasers and which comply with the following terms: the minimum percentage of the first part to be sold shall be no lower than 25% of the equity value of the Residential Unit; the rent to be charged shall be no more than 2.75% of the value of the unsold interest and where the owner

has an option to acquire up to 100% of the equity and Shared Ownership shall be construed accordingly

Social Rented Units	means Residential Units owned by local authorities and Registered Providers (as defined in Section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the National Rent Regime and they may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council or with the HCA, the Greater London Authority or any relevant successor body
SPD	means the Council's Planning Obligations Supplementary Planning Documents dated November 2016
Station	means the new railway station to be constructed in accordance with the Planning Permission to the south of the existing Angel Road Station on the Station Site
Station Site	means that part of the Application Site on which the Station will be provided but excluding the Development Site
Station Works	means works to construct the Station
Step Free Access	means a new east west step free access link across the railway line to be constructed and secured in accordance with the Planning Permission
Substation Plantroom	means any plant space either located within the Plantroom or standing on its own within any building on the Development Site which will house the plant supporting the Primary Heating Network connection(s) to the Secondary Heating Network
Sustainable Transport Measures	means a sustainable transport package for each Residential Unit to be offered by the Owner to the first Occupiers of all Residential Units. The measures offered shall include: <ul style="list-style-type: none"><li>• Car Club Membership and £50 driving credit to be used in relation</li></ul>

	to the relevant Car Club Membership;
	<ul style="list-style-type: none"> <li>• An Oyster Card per bedroom within the Residential Unit;</li> <li>• Two (2) year membership of the London Cycling Campaign (or similar scheme)</li> </ul>
Target CO2 Emissions	means the level of the emissions emitted from the Development (tonnes per annum) to achieve the Carbon Reduction Target
TCPA 1990	means Town and Country Planning Act 1990 as amended
TfL	means Transport for London and including any successors in function
Total Development Costs	means:- <ul style="list-style-type: none"> <li>(a) Land costs including:- <ul style="list-style-type: none"> <li>• stamp duty;</li> <li>• legal fees;</li> <li>• agency fees</li> </ul> </li> <li>(b) all costs associated with the sale of the sites and/or completed Residential Units (capped at 3% of sales receipts from the Residential Units), including but not limited to:- <ul style="list-style-type: none"> <li>• selling costs;</li> <li>• agency costs;</li> <li>• running costs of the marketing suite and show units to include phones lines, internet connections, utilities, non-domestic rates and cleaning etc;</li> <li>• sales staff costs;</li> <li>• advertisements and promotion</li> </ul> </li> <li>(c) all professional and legal fees, surveys and reports associated with designing the scheme from conception, through to planning</li> </ul>

and detailed design for procurement and construction.

(d) all other fees associated with the scheme, including but not limited to:-

- local authority fees;
- surveying and design fees;
- NHBC fees

(e) construction costs including but not limited to:-

- enabling costs;
- infrastructure and remediation costs;
- demolition costs;
- substructure costs;
- superstructure costs;
- fit out costs;
- external works costs;
- prelims costs;
- contingencies costs;
- overheads costs
- sales marketing suite and show unit set up costs to include but not limited to signage, brochures, CGIs and fly throughs

(f) all other costs, including but not limited to the following:-

- all financial contributions and costs and any associated monitoring and legal fees paid or incurred in respect of this Deed;
- CIL;
- rights to light compensation;

- other infrastructure costs attributed to or payable in respect of the Development Site
- the Owner's profit margin at 20% of Gross Development Value
- finance and borrowing costs ( up to a maximum of 7.5% per annum calculated on a compound basis on the net investment in land and works In progress on the last day of the month)

Provided that each such identified cost shall only be counted once within the calculation of Total Development Costs whether or not it could fall within more than one of sub-paragraphs (a) – (f)

**Transport Assessment** means the Transport Assessment prepared by Ove Arup & Partners Ltd and dated March 2016 submitted with the Planning Application

**Travel Plan Monitoring Fee** means the sum of three thousand six hundred and twenty pounds (£3,620) to be used by the Council towards to costs of monitoring the obligations of Schedule 9

**Unit** means a Residential Unit or any unit or building that requires heat energy

**VAT** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.

**Viability Reassessment** means an open book viability appraisal of the Development using a development appraisal model such as the GLA's Affordable Housing Toolkit or the Argus Developer model which demonstrates:

- whether or not the Development achieves the Owner's profit margin at 20% of Gross Development Value; and
- the Additional Amount (if any) which is available calculated as:

$$\text{Additional Amount} = (A-B-C) * 60\%$$



Where

A = Gross Development Value

B = Total Development Costs

C = Benchmark Land Value

- (c) in the event that an Additional Amount (if any) is available an illustrative proposal as to how the Additional Amount could be applied for the provision of Additional Affordable Housing Units within the Development

PROVIDED ALWAYS THAT:-

- (i) Such reassessment shall use the Benchmark Land Value;
- (ii) The agreed percentage return to the Owner shall be 20% of the Gross Development Value; and
- (iii) Actual costs and revenue figures appropriately evidenced for the Development shall be used where available at the date of the reassessment

AND FOR THE AVOIDANCE OF DOUBT each reassessment shall relate to the Development as a whole.

Viability Reassessment Fee

means the fee reasonably and properly incurred by the Council in assessing the Viability Reassessment and which shall include the fee for the appointment of an independent surveyor to act on the Council's behalf

Working Day

means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2. Statutory provisions**

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 16 Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Development Site and their respective successors and assigns PROVIDED THAT the obligations contained in this Deed shall not be binding upon nor enforceable against:-
- (a) owners or occupiers of Residential Units and their mortgagees and successors in title save in respect of Schedule 1 relating to the use of the Affordable Housing Units but subject to paragraph 11 of Schedule 1

- (b) any Registered Provider in respect of its ownership of any interest in the Affordable Housing Units except in respect of the obligations in paragraphs 8 to 10 of Schedule 1 which shall remain enforceable against such Registered Provider but subject to paragraph 11 of Schedule 1
- (c) any statutory undertaker or other person who acquires any part of the Development Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services and any management company

2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

2.4 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the TCPA 1990, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.

### **3. Conditionality**

With the exception of clauses 2, 3, 10, 11, 13, 15, 20, 21, 23, 24 and 25 (which take effect immediately), none of the terms or provisions in this Deed will have operative effect until Commencement of Development.

### **4. Covenants to the Council**

The Owner covenants with the Council to:

- (d) observe and perform the covenants, restrictions and obligations contained in Schedules 1 to 9 and 11 to 12.
- (e) give at least 5 Working Days written notice to the Council of the intended Commencement Date.

### **5. Covenants by the Council**

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 10.

### **6. Indexation**

6.1 All financial contributions payable to the Council shall be Index Linked.

6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

### **7. Mortgagees**

7.1 It is acknowledged and declared that this Deed has been entered into by the Owner with the intent that the planning obligations shall be binding in respect of the Development Site and that the security of a mortgage/charge [including the Mortgagee] over the Development Site shall take effect subject to this Deed PROVIDED THAT any mortgagee shall only be liable for any breach that itself has caused whilst mortgagee in possession and shall not be liable itself for any pre-existing breach

**8. Release**

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all or a part of its interest (insofar as liability relates to that part of its interest only) in the Development Site, except in respect of any breach subsisting prior to parting with all or such part of its interest.

**9. Determination of Deed**

The obligations in this Deed (with the exception of clause 11) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

**10. Local land charge**

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

**11. Council's costs**

The Owner shall pay to the Council on or before the date of this Deed:

- (a) the Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.
- (b) the Monitoring Fee.

**12. Interest on late payment**

Where any sum or amount has not been paid to the Council by the date on which it is due, the Owner shall pay the Council interest at the Default Interest Rate on that amount for the period from the due date to and including the date of payment.

**13. Ownership**

13.1 The Owner warrants that no person other than the Owner [and the Mortgagee] has any legal or equitable interest in the Development Site.

13.2 Until the covenants, restrictions and obligations in Schedules 1 to 9 and 11 to 12 have been complied with, the Owner will give to the Council within 5 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Development Site (with the exclusion of the owners or occupiers of individual Residential Units):

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

**14. Reasonableness**

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or unreasonably delayed.

## **15. Cancellation of entries**

15.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable costs) the Council will issue a written confirmation of such performance or discharge.

15.2 Following the performance and full satisfaction of all the terms of this agreement or if this Deed is determined pursuant to clause 9 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

## **16. Disputes**

16.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this deed such dispute or difference shall be referred to an Expert who shall be an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.

16.2 The parties agree that the Expert shall act as an expert and not as an arbitrator and the decision of the Expert, howsoever appointed, shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares.

16.3 In appointing the Expert the parties shall require that he makes and notifies his decision about the issues in dispute to the parties within 30 working days or as quickly as practicable from the date of his appointment having regard to the nature and complexity of the dispute.

16.4 The parties agree to comply with the timetable set by the Expert for submission of any evidence or supporting material and any other directions of the Expert to ensure prompt resolution of the dispute.

16.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this deed and consequential and interim orders and relief.

## **17. No fetter of discretion**

Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

## **18. No compensation payable**

No compensation shall be payable by the Council as a result of the obligations contained in this Deed.

## **19. Waiver**

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligations of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council

from enforcing any of the relevant terms or conditions contained in this Deed or acting on any subsequent breach or default of this Deed.

**20. Future Permissions**

Nothing in this agreement shall prohibit or limit the right to develop any part of the Development Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

**21. Agreements and Declarations**

The parties agree that:

- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

**22. Notices**

22.1 Any notice or other communication required to be given under this Deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier to any person required to receive the notice or communication at its address as set out below:

- (a) Council: Monitoring Officer at Enfield Borough Council, Civic Centre, Silver Street, Enfield Middlesex;
- (b) Owner: [NAME OF CONTACT] [ADDRESS];
- (c) [Mortgagee: [NAME OF CONTACT] [ADDRESS].]

or as otherwise specified by the relevant person by notice in writing to each other person.

22.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

**23. Third party rights**

No person other than a party to this Deed [and their respective successors and permitted assigns] shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**24. Severance**

24.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

24.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**25. Value added tax**

25.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

25.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

**26. Governing Law**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

## SCHEDULE 1 – AFFORDABLE HOUSING

The Owner covenants with the Council as follows:

### Delivery of Affordable Housing

1. To submit with each Reserved Matters Application that includes Residential Units for the approval of the Council an Affordable Housing Programme in respect of the part of the Development which is the subject of the Reserved Matters Application.
2. Not to Commence Development on the relevant part of the Development until the Affordable Housing Programme for that part of the Development has been approved in writing by the Council through the Reserved Matters Application (“the Approved Affordable Housing Programme”).
3. To construct and provide the Affordable Housing Units on each part of the Development in accordance with the Approved Affordable Housing Programme (unless otherwise agreed in writing by the Council).
4. To provide the Affordable Housing Units in accordance with the following unit-size mix targets (unless otherwise agreed by the Council as part of the Approved Affordable Housing Programme or a Reserved Matters Application or otherwise in writing):
  - (a) Between 20-30% 1 bed 2 person units
  - (b) Between 20-30% 2 bed 3 person – 2 bed 4 person units of which all of the 2 bed Affordable Rented Units shall be 2 bed 4 person
  - (c) A minimum of 35% of Affordable Rented Units shall be a mix of 2 bed 4 person and 1 bed 2 person
  - (d) A minimum of 40% family units (3 bed +) of which none of the 3 bed Affordable Rented Units shall be 3 bed 4 person or less and no more than 50% of the 3 bed Affordable Rented Units shall be 3 bed 5 person
  - (e) A minimum of 5% of all family units (3 bed+) shall be 4 bed + units, of which a minimum of 20% of the 4 bed Affordable Rented Units shall be larger than 4 bed 7 person
5. The Owner covenants:
  - 5.1 not to Occupy more than 40% of the Market Housing Units until at least 24% of the Affordable Housing Units have been constructed and are ready for Occupation unless otherwise agreed with the Council;
  - 5.2 not to Occupy more than 65% of the Market Housing Units until at least 40% of the Affordable Housing Units have been constructed and are ready for Occupation unless otherwise agreed with the Council;
  - 5.3 not to Occupy more than 80% of the Market Housing Units until 46% Affordable Housing Units have been constructed and are ready for Occupation; and
  - 5.4 not to Occupy more than 89% of the Market Housing Units until 100% of the Affordable Housing Units have been constructed and are ready for Occupation.
6. To transfer the Affordable Housing Units to a Registered Provider in accordance with the timetable set out in the Approved Affordable Housing Programme.
7. Subject to paragraph 11 of this Schedule 1 not to Occupy or permit Occupation of the Affordable Housing Units other than as Affordable Housing



8. Not to Occupy or permit the Occupation of an Affordable Rented Unit and Social Rented Unit unless and until a Nominations Agreement has been entered into with the Council granting the Council Nomination Rights in respect of that Affordable Rented Unit and Social Rented Unit.
9. Subject to paragraphs 10 and 11 not to Occupy or permit the Occupation of the Intermediate Housing Units other than by persons who satisfy the Eligibility Criteria unless otherwise agreed with the Council.
10. To offer any Intermediate Housing Units first to Eligible Purchasers in accordance with the Eligibility Criteria SAVE that if the Intermediate Housing Units or any one of them cannot be let or sold to Eligible Purchaser/s in accordance with the Eligibility Criteria such unit/s may be marketed to Eligible Purchasers outside the Eligibility Criteria.

### **Exclusions from Liability**

11. The obligations in this Schedule 1 shall not be binding upon or enforceable against:-
  - (a) a tenant or leaseholder who becomes a Protected Tenant nor any chargee or mortgagee of such Protected Tenant nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 nor any other person appointed under any security documentation by such mortgagee or chargee;
  - (b) nor, in each case, to anyone who is a successor in title or who derives title from them or any of them; nor
  - (c) a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
    - (i) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of one or more Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation concerning the whole or any part of the Affordable Housing Units but no other land or interests including all accrued principal monies, interest and costs and expenses; and
    - (ii) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely in respect of those Affordable Housing Units

## SCHEDULE 2 - VIABILITY REASSESSMENT

### Viability Reassessment

The Owner and the Council covenant with each other as follows:

#### Periodic Viability Reassessments

1. The Owner will submit to the Council a Viability Reassessment for the Council's review and approval at the following points:
  - 1.1 not before Occupation of the 400th unit but prior to Occupation of the 450<sup>th</sup> Residential Unit as to the Additional Amount that could be provided as part of the Development ("**the First Reassessment**"); and
  - 1.2 on Practical Completion of the 650th Residential Unit as to the Additional Amount that could be provided as part of the Development ("**the Final Reassessment**")
2. The Owner will pay to the Council within 5 Working Days the Viability Reassessment Fee in the sum notified to it by the Council in writing on submission of each Viability Reassessment.
3. The Council will consider each Viability Reassessment and within three months of receipt of such it will serve written notice on the party who submitted the Viability Reassessment confirming either:
  - 3.1 that it accepts the conclusions of the Viability Reassessment ("**the Acceptance Notice**"); or
  - 3.2 that it rejects (with reasons) the conclusions of the Viability Reassessment and if so it shall also indicate:
    - 3.2.1 its own assessment of the conclusions of the Viability Reassessment (as submitted); and
    - 3.2.2 the Additional Amount to which the Viability Reassessment relates that should therefore be payable or provided ("**the Non Acceptance Notice**");
4. In the event of the service of a Non Acceptance Notice the parties will seek to negotiate an agreed Additional Amount in relation to the Viability Reassessment to which it relates.
5. In the event that the parties are not able to agree the Viability Reassessment within five weeks of the service of a Non Acceptance Notice any party shall be entitled to refer the matter to an Expert in accordance with clause 16 of this Deed.

#### Early review

6. The Owner will:
  - 6.1 three (3) months prior to submission of the first Reserved Matters Application which includes Residential Units agree with the Council in writing acting reasonably the number of Residential Units expected to be constructed and available for Occupation in each year following from the Commencement of Development
  - 6.2 if the Owner fails to construct and make available for Occupation the number of Residential Units for the first two years which it agreed would be provided in those two

years pursuant to paragraph 9.1 of this Schedule or at the Council's election within thirty (30) months of the grant of the first Reserved Matters approval then the Council may by notice require the Owner to provide the Council within 6 weeks of that notice (or lengthier timescale agreed in writing) a Viability Reassessment ("**the Early Review**") for the Council's review and approval as to any Additional Amount that could be provided.

7. The Owner will not cause or permit the Occupation of more than 450 Residential Units unless and until:
  - 7.1 the First Reassessment has been agreed by the Council or determined by the Expert;
  - 7.2 the Viability Reassessment Fee in relation to the First Reassessment has been paid pursuant to paragraph 2 of this Schedule;
  - 7.3 a scheme for the provision of Additional Affordable Housing Units equating to 50% of the Additional Amount identified in the First Reassessment (if any) and the Early Review (if applicable) has been provided on the Development Site and the Owner has entered into such legal agreements to secure the Additional Affordable Housing Units as are reasonably required by the Council;
  - 7.4 the remaining 50% of the Additional Amount (if any) identified in the First Reassessment has been paid as a financial payment to the Council which shall be held in escrow pending the Final Reassessment ("**the Escrow Sum**")
8. The Owner will not cause or permit the Occupation of more than 700 Residential Units unless and until:
  - 8.1 the Final Reassessment has been agreed by the Council or determined by the Expert;
  - 8.2 a scheme for the provision of Additional Affordable Housing Units equating to the Additional Amount (if any) resulting from the Early Review (if applicable and not already included within the First Reassessment), the Final Reassessment and the Escrow Sum (if applicable) has been provided on the Development Site and the Owner has entered into such legal agreements to secure the Additional Affordable Housing Units as are reasonably required by the Council
  - 8.3 the Viability Reassessment Fee in relation to the Final Reassessment has been paid pursuant to paragraph 2 of this Schedule.
8. In the event that the value of Additional Amount (agreed or determined following the Final Reassessment) and the Escrow Sum equates to a total that exceeds value of the number of Additional Affordable Housing Units that can be provided then the Owner shall pay the additional value by way of an Additional Affordable Housing Contribution within 20 Working Days of the scheme agreed under paragraph 7.2 has been agreed.
9. If the Final Reassessment agreed by the Council or determined by the Expert finds that no Additional Amount should be provided and further identifies that the calculation of the Additional Amount equals a negative number:
  - 9.1 then the Council shall repay to the Owner the Escrow Sum or any part of it as is agreed or determined to represent the sum necessary to provide that the calculation of the Additional Amount equals zero; and
  - 9.2 the Owner shall provide written confirmation of release of the Escrow Sum or any parts of it not due to be repaid

PROVIDED THAT the maximum amount that may be repaid to the Owner under this paragraph is the Escrow Sum

And for the avoidance of doubt any repayment due under this paragraph shall relate to the Escrow Sum only and any Additional Affordable Housing Units secured after the First Reassessment shall be unaffected

- 10.** The Owner shall provide full details of its workings and evidence of the sums contained in each Viability Reassessment on an open book basis and the Owner shall provide such further viability information as may be reasonably requested by the Council pursuant to this Schedule 2 and is reasonably available to the Owner within 5 Working Days of such request.
- 11.** Any Additional Affordable Housing Contribution paid pursuant to this Schedule 2 shall be expended by the Council solely for the provision of Affordable Housing within the Edmonton Leaside Area Action Plan area.

### **SCHEDULE 3 - CONTRIBUTIONS**

The Owner covenants with the Council as follows:

#### **Education Contribution**

1. To pay 50% of the Education Contribution prior to Commencement of Development and the remaining 50% prior to Practical Completion of the 350<sup>th</sup> Residential Unit

#### **Off-Site Open Space Enhancement and Maintenance Contribution**

2. To pay 50% of the Off-Site Open Space Enhancement and Maintenance Contribution prior to Practical Completion of the 250<sup>th</sup> Residential Unit and the remaining 50% prior to Practical Completion of the 500<sup>th</sup> Residential Unit

#### **Controlled Parking Zone Contribution**

3. To pay the Controlled Parking Zone Contribution prior to Commencement of Development

## SCHEDULE 4 - CLIMATE CHANGE

The Owner covenants with the Council as follows:

1. Prior to Commencement of Development to submit the DEN Strategy to the Council for its approval (acting reasonably and without delay) in writing.
2. Prior to first Occupation of the Development to construct or procure the construction of the necessary infrastructure to ensure that the Units are supplied with heat and hot water in accordance with the DEN Strategy or any alternative arrangements that may be agreed with the Council (acting reasonably) in writing.
3. Subject to paragraphs 7 and 8, notify the Council in writing that the Plantroom/Substation Plantroom, gas supply to the boilers, boilers and associated infrastructure within the Plantroom, the Primary Heating Network, the Secondary Heating Network and the DEN Safeguarded Routes have been constructed and safeguarded respectively for the Development in accordance with the approved DEN Strategy
4. Subject to paragraphs 7 and 8 keep free from obstruction the DEN Safeguarded Route (in accordance with the details as approved within the DEN Strategy (unless otherwise agreed in writing by the Council)) and upon reasonable notice and on reasonable terms to grant the ESCO, the Council or such further party (as either of them may reasonably nominate) such leases and/ or easements as are reasonably necessary and on such terms as are agreed by the Owner (acting reasonably) to enable the relevant parts of the Development to be connected to the Off-site Primary Heating Network and to allow pipe routes to follow DEN Safeguarded Routes.
5. Subject to paragraphs 7 and 8 the Owner shall use all reasonable endeavours to procure the connection of the Development Site to the Primary Heating Network.
6. If connection of the Development Site to the Primary Heating Network and receipt of low carbon heat (in accordance with the Energy Strategy) for the Development Site from the Primary Heating Network in accordance with the approved DEN Strategy has been possible, practical and viable within three years of Practical Completion of the 700<sup>th</sup> Residential Unit but it has not been possible to achieve the Carbon Reduction Target to pay to the Council the Carbon Offsetting Contribution within 12 months of the expiration of the three year period.

### Alternative Strategy

7. In the event that it has not been possible, practical or viable to connect the Development Site to the Off-site Primary Heating Network and/or receive low carbon heat (in accordance with the Energy Strategy) for the Development Site from the Off-site Primary Heating Network in accordance with the approved DEN Strategy within three years of Practical Completion of the 700<sup>th</sup> Residential Unit to submit an alternative strategy which shall endeavour to achieve the Carbon Reduction Target ("**the Alternative Strategy**"). The Alternative Strategy (which should be submitted to the Council within 12 months of the expiration of the three year period) and any associated Carbon Offsetting Contribution is subject to approval in writing by the Council (acting reasonably).
8. If the approved Alternative Strategy is unable to achieve the Carbon Reduction Target, then prior to implementation of the agreed Alternative Strategy to pay to the Council the Carbon Offsetting Contribution.

9. In the event the Alternative Strategy is not agreed in accordance with paragraph 7 to pay to the Council the Carbon Offsetting Contribution
  
10. In the event the Council fails to provide approval (acting reasonably) where required pursuant to this Schedule within a reasonable period (having regard to the subject matter of the approval in question) then the Owner shall be entitled to refer the matter to an Expert in accordance with Clause 16 of this Deed. For the avoidance of doubt, for disputes arising from this Schedule 4 the Expert shall be an experienced district heating engineer agreed upon by the parties or in the default of agreement appointed at the request of either of the parties by or on behalf of the President of the Chartered Institution of Building Services Engineers.

## **SCHEDULE 5 - COMMUNITY CENTRE**

The Owner covenants with the Council as follows:

1. Prior to Commencement of Development of the Community Centre to submit to the Council the Community Centre Specification for approval in writing.
2. To construct the Community Centre in accordance with the Planning Permission and the approved Community Centre Specification.
3. Not to Occupy or permit Occupation of the final Residential Unit within the building within which the Community Centre is accommodated until the Community Centre has been Practically Completed in accordance with the Community Centre Specification.
4. Prior to Occupation of the Community Centre submit to the Council the Community Centre Management Plan for approval in writing.
5. Thereafter implement or procure the operation of the Community Centre in accordance with the approved Community Centre Management Plan for the lifetime of the use of the buildings constructed as any part of the Development.



## **SCHEDULE 6 – EMPLOYMENT AND SKILLS STRATEGY**

The Owner covenants with the Council as follows:

- 1.** Prior to Commencement of Development to submit an Employment and Skills Strategy to the Council for written approval
- 2.** Not to Commence or cause or permit to be Commenced any Development until the Employment and Skills Strategy has been approved by the Council
- 3.** To thereafter implement the approved Employment and Skills Strategy through the construction period of the Development.
- 4.** To submit to the Council for approval a Local Labour Report twelve (12) months after Commencement of Development and thereafter submit a Local Labour Report every twelve (12) months during the construction of the Development.

## **SCHEDULE 7 - TRANSPORT AND HIGHWAYS**

The Owner covenants with the Council as follows:

### **Highway Contribution**

1. Prior to Commencement of Development to pay to the Council the Highway Contribution; and
2. Not to Commence or cause or permit Commencement of Development until the Highway Contribution has been paid.

### **Alternative Public Transport Provision**

3. Prior to Practical Completion of the 250<sup>th</sup> Residential Unit, to submit the Interim Transport Report to the Council for approval.
4. Within fifteen (15) Working Days of receipt of the Interim Transport Report, the Council acting reasonably shall notify the Owner in writing that it agrees or disagrees with the Interim Transport Report and in the latter case, specifying its reasons.
5. Once the Owner has submitted the Interim Transport Report to the Council the Owner shall respond promptly and fully and in writing to any reasonable requests from the Council for further information, such a request will stop the 15 Working Day period referred to in paragraph 3 above and it will begin again on the receipt of the requested information
6. The procedure set out in paragraph 5 above shall be repeated until the Council has all the information it reasonably needs in order to agree or disagree the Interim Transport Report and the Council shall forthwith following receipt of such information serve written notice on the Owner that the Interim Transport Report is agreed and in the event that the Council has failed to serve such notice within 15 Working Days of receipt of such information the Interim Transport Report shall be deemed to be approved for the purposes of this Agreement.
7. In the event the Interim Transport Report demonstrates that the Station Works will not be completed such that the Station will not be operational (with at least three trains per hour calling in both directions in the AM peak hour (08.00 to 9:00) and four trains per hour in both directions in the PM peak period (17:00 to 18:00) and two trains per hour calling during off-peak periods) and/or the Step Free Access will not be operational in each instance before the anticipated date of Occupation of the 300<sup>th</sup> Residential Unit and that Alternative Public Transport Provision is required, the Alternative Public Transport Provision shall be implemented in accordance with the details submitted unless otherwise agreed with the Council.
8. Subject to paragraph 7 to implement and maintain the Alternative Public Transport Provision no later than the Occupation date of the 300<sup>th</sup> Residential Unit until such date as the Station and Step Free Access are completed and operational with the Station having at least three trains per hour calling in both directions in the AM peak hour (08.00 to 9:00) and four trains per hour in both directions in the PM peak period (17:00 to 18:00) and two trains per hour calling during off-peak periods for use by residents of the Development unless otherwise agreed with the Council.

### **Sustainable Transport Measures**

9. To offer Sustainable Transport Measures to each Residential Unit in the Development to be available from the first Occupation of the relevant unit

10. To report to the Council on a block by block basis that Sustainable Transport Measures were offered to each Residential Unit in the relevant block of Residential Units at the date of first Occupation
11. In the event Sustainable Transport Measures were not offered or available to a Residential Unit, to pay to the Council on demand a financial contribution of £225 (two hundred and twenty five pounds) per missed Residential Unit which shall be used by the Council towards the delivery of Sustainable Transport Measures within the Development

#### **Highway Works**

12. To enter into the Highways Agreement with the Council within 6 months of the Commencement Date; and
13. To carry out and complete the Highways Works in accordance with the timetable agreed in the Highways Agreement.

## **SCHEDULE 8 - OPEN SPACE PUBLIC REALM MANAGEMENT STRATEGY**

The Owner covenants with the Council as follows:

1. To submit the Open Space and Public Realm Management Strategy to the Council for approval with each Reserved Matters Application which shall as a minimum:
    - a. Include a plan clearly identifying and defining the open space and public realm covered by the strategy;
    - b. Identify the need for and provision of:
      - I. (i) safety and security measures for that part of the public realm adjoining the Station;
      - (ii) CCTV;
      - (iii) landscape management, management and maintenance of water features and sustainable drainage measures, street cleaning, litter collection and repairs including to street furniture;
      - (iv) on-site signage and information boards that highlight the design aims and objectives of the habitat features that have been provided; and
    - II. the future management and maintenance strategy for provision of the items specified in (i)-(iv) above;
  - c. Include the arrangements for and frequency of monitoring of all ecological mitigation and enhancement measures detailed in the environmental statement [dated/authored by] submitted as part of the Planning Application (not otherwise covered by planning conditions attached to the Planning Permission) and which shall include the submission to the Council of Ecological Monitoring Reports.
2. Not to Occupy any part of the Development until the Open Space and Public Realm Management Strategy has been approved by the Council in writing.
3. To deliver the open space and public realm in accordance with the approved Open Space and Public Realm Management Strategy.
4. To ensure that the open space and public realm is accessible to members of the public at all times PROVIDED THAT the Owner may close and/or prevent public use or access to the open space and public realm in the case of:
  - a. fire, flooding, emergency or other disaster or circumstances making continued public access unsafe or otherwise inappropriate, or for reasons of security or public safety, except that such closure shall not continue for more than is reasonably necessary;
  - b. a requirement to carry out maintenance, repairs, cleaning, renewal to the open space and public realm and any adjoining buildings or service media serving such adjoining buildings that is necessary or required provided that any works shall be undertaken in such a way as to cause minimum disruption to the public; and
  - c. for the avoidance of doubt it is intended that those parts of the open space and public realm shall remain private and shall not become or be designated as public highway, public footpath or public open space as a result of this Schedule and the Owner shall be permitted to take such steps as are necessary to ensure that this is the case, including without limitation, erecting appropriate signage

and/or closing public routes to the public for up to two days per annum so that the permissive nature of the public's access to the open space and public realm is clear

- 5.** To manage and maintain the open space and public realm in accordance with the approved Open Space and Public Realm Management Strategy (or such revised strategy as may be agreed with the Council from time to time) for the lifetime of the use of the buildings constructed as any part of the Development.

## **SCHEDULE 9 - TRAVEL PLAN**

The Owner covenants with the Council as follows:

- 1.** Prior to Occupation of the Development to submit to the Council for approval the Framework Travel Plan.
- 2.** Not to Occupy or permit the Occupation until the Framework Travel Plan has been approved in writing by the Council.
- 3.** Prior to Occupation of the Development to pay the Travel Plan Monitoring Fee.
- 4.** To implement the approved Framework Travel Plan on or prior to Occupation of the Development and to keep the Framework Travel Plan implemented for the duration of the construction of the Development and for a minimum period thereafter of five years from Practical Completion of the entire Development unless otherwise agreed by the Council in writing.
- 5.** Subject to paragraph 4 in the event that a lower parking ratio is agreed with the Council pursuant to Schedule 12 of this Deed the Owner and the Council shall review the approved Framework Travel Plan and agree such alternative targets or measures as are reasonable to reflect such reduced parking ratio and the Owner shall implement the agreed revised Framework Travel Plan.

## **SCHEDULE 10 - COUNCIL'S COVENANTS**

The Council covenants with the Owner as follows:

### **Contributions**

1. To pay the Contributions into an interest-bearing account as soon as reasonably practicable.
2. In the event that the Off-Site Open Space Enhancement and Maintenance or the Controlled Parking Zone Contributions have not been spent or committed for expenditure by the Council within 10 years following the date of receipt of the Contributions the Council shall refund to the person who paid that Contribution any part of the Contributions which has not been spent or committed for expenditure (whether by contract or otherwise), together with any accrued interest.
3. In the event following consultation in accordance with the Road Traffic Regulation Act 1984 or other relevant statutory provisions the Council determines a CPZ is not required as a result of the Development the Council shall repay any unexpended part of the CPZ Contribution to the person who paid the Contribution within twenty eight (28) days of the Council's decision relating to the CPZ.

## **SCHEDULE 11 - HOUSING**

The Owner covenants with the Council as follows:

### **Delivery of Housing**

1. To include with each Reserved Matters Application a Schedule of Tenure and Mix
2. To distribute Residential Units which meet Building Regulation Requirement M4(3) (wheelchair user dwellings) across each unit-size mix and tenure.
3. To construct and provide the Residential Units in accordance with the approved Schedule of Tenure and Mix (unless otherwise approved in writing by the Council).



## **SCHEDULE 12 - MOTOR VEHICLE PARKING MANAGEMENT PLAN**

The Owner covenants with the Council as follows:

1. Prior to Commencement of Development to submit to the Council for approval the Motor Vehicle Parking Management Plan in accordance with the following minimum ratios (unless otherwise agreed by the Council in writing):
  - (a) Notwithstanding other planning policy requirements, residential car parking must be provided at a minimum of 0.6 spaces per Residential Unit (net of visitors and Car Club Parking Spaces) unless the Council accepts that a lower ratio (not less than 0.4 spaces per Residential Unit) is appropriate should the Owner demonstrate that the level of demand is significantly lower than expected as a result of one or more of the following measures:
    - (i) Public transport enhancements.
    - (ii) Cycling and walking improvements.
    - (iii) Introduction of a CPZ in the area.
2. To thereafter implement the approved Motor Vehicle Parking Management Plan.
3. Where the Owner proposes to demonstrate to the Council that the level of demand for parking is significantly lower than expected as a result of the measures listed in paragraph 1(a), to provide the Council with evidence of such demand which in the Council's reasonable view is sufficient for the Council to decide whether or not to accept a lower ratio.

**Appendix 1** – Application Site Plan

**Appendix 2** – Development Site Plan

**Appendix 3** – Planning Permission

**Appendix 4** – Draft Nominations Agreement

**Appendix 5** – Indicative Route Plan

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The common seal of the **LONDON  
BOROUGH OF ENFIELD** was affixed to  
this document in the presence of:

Authorised signatory

Signed as a deed by [NAME OF OWNER] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director **OR** its secretary] in the presence of:

.....

[SIGNATURE OF OWNER]

SIGNATURE OF WITNESS

.....

NAME OF WITNESS

.

ADDRESS AND OCCUPATION OF WITNESS

Executed as a deed by [NAME OF MORTGAGEE] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director **OR** its secretary]

.....

[SIGNATURE OF FIRST DIRECTOR]

Director

.....

[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director **OR** Secretary]

**OR**

Executed as a deed by [NAME OF

.....

MORTGAGEE] acting by [NAME OF DIRECTOR], a director, in the presence of:

[SIGNATURE OF DIRECTOR]

Director

SIGNATURE OF WITNESS

.....

NAME OF WITNESS

ADDRESS AND OCCUPATION OF WITNESS