

TESCO STORES LIMITED

KIRKBY

PLANNING SUBMISSION DOCUMENT 16

DRAFT PROPOSED HEADS OF TERMS FOR SECTION 106 AGREEMENT

1 INTRODUCTION

- 1.1 This paper sets out the scope of planning obligations which Tesco Stores Limited (the "Applicant") considers should support its proposals for the regeneration of the town centre and land to the South of Cherryfield Drive.
- 1.2 The broad scope of the obligations offered in this paper have been the subject of discussion with Knowsley Council (the "Council"), Everton Football Club ("EFC") and other relevant consultees where appropriate.
- 1.3 It is inevitable that these obligations will be the subject of further discussion once the Council has had the opportunity to fully appraise the planning application and this paper is therefore considered to be a lead into those discussions rather than a committed set of obligations. The s106 agreement will contain the usual provisions relating to conditionality (on grant and implementation of planning permission) and will be secured against the relevant land interests.
- 1.4 The level of contributions is to be agreed during the negotiation of the s106 agreement, but all contributions will be reasonable and proportionate to the scale of development being undertaken.

2 HIGHWAY WORKS

- 2.1 The Applicant will enter into a section 278 agreement with the Council prior to implementation of the planning permission to secure the implementation of the following works (at the Applicant's cost):
- (a) Link and junction improvements across the highway network as identified within the Transport Assessment;
 - (b) Provision of pedestrian crossing facilities as identified within the Transport Assessment; and
 - (c) Footway and cycle route provision/improvements as identified and agreed with the Council.

The timing for completion of these works will be linked to the phasing of the development and the detailed scope will be identified on a drawing appended to the s106.

- 2.2 The Applicant will enter into a further section 278 agreement on the same basis with the Highways Agency to secure implementation of improvements to the motorway network (at the Applicant's cost) as identified within the Transport Assessment.

- 2.3 Prior to the occupation of the Tesco store, the Applicant will make proportionate contributions towards improvements to the public transport infrastructure, focused on the following hubs:
- (a) Kirkby Bus Station; and
 - (b) Kirkby Railway Station;.
- 2.4 EFC will provide the following in connection with the use of the football stadium:
- (a) Coach/bus parking facilities, including access arrangements;
 - (b) Park and walk sites, including access improvements and signage;
 - (c) Park and ride sites, including access improvements, traffic direction signing, and agreement to ensure an appropriate level of bus provision is available on match days to adequately serve these facilities.

These will be provided within an appropriate distance of the stadium, and the stadium will be restricted to a capacity of [x] until these facilities are in place.

- 2.5 EFC will meet all reasonable costs associated with establishing match day residents parking schemes across areas of Kirkby identified by the Council as requiring such provision, up to a capped figure. EFC will also meet the reasonable costs of any future extension to the areas covered by such scheme, if it becomes apparent within 1 year of opening of the stadium that this is necessary to regulate parking or encourage greater use of Park and walk/Park and Ride facilities.
- 2.6 The Applicant will meet the reasonable costs of any other Traffic Regulation Orders required as a consequence of the Development.
- 2.7 The Applicant will procure the carrying out of traffic studies into the impact on the highway network of the stadium and the retail/commercial uses proposed at 6 months and 1 year after opening.
- 2.8 EFC will meet the reasonable costs of establishing and operating an Event Day Parking Scheme, in consultation with the Council and Merseyside Police.

3 **PUBLIC REALM**

- 3.1 Prior to occupation of each Phase of the Development, the Applicant will make a contribution towards the provision and enhancement of public open space and public realm in Kirkby, to include provision for long term maintenance of those facilities. The level of the contribution shall be reasonable and proportionate to the scale of development proposed within that Phase and to be agreed as a capped figure prior to conclusion of the s106 agreement.
- 3.2 The Applicant will use reasonable endeavours, in consultation with the Council and other local stakeholders (including EFC), to put in place a Local Area Management Plan to cover the whole of the site, to deal in particular with the following:
- (a) Crowd flow supervision to encourage use of particular routes to/from the stadium;
 - (b) Measures to minimise adverse environmental, nuisance and traffic impacts;
 - (c) Signage;

- (d) Litter collection and disposal;
- (e) Street cleaning;
- (f) Permitted street vending; and
- (g) CCTV provision.

3.3 The Applicant will consider the need for off-site tree planting and landscaping, as part of a comprehensive landscaping strategy.

4 MANAGEMENT OF THE STADIUM

- 4.1 All of the following obligations in relation to the management of the stadium will be entered into by EFC.
- 4.2 EFC will secure the provision of adequate public toilets for all events at the stadium.
- 4.3 EFC will enter into discussions with the Council with the aim of securing community involvement in the stadium, which may include Environmental Education Programmes, Construction Site Risks Education Programmes, and school competitions for public art and hoardings.
- 4.4 EFC will put in place a mechanism (details to be agreed) to control the frequency of events at the stadium.
- 4.5 EFC will establish a local liaison committee, to act as consultee on all matters relating to management of the stadium and its impact on the surrounding area. Members would include representatives of local residents, local businesses, the police, the Council, and the Applicant.
- 4.6 Prior to occupation of the stadium, EFC will put in place measures to encourage spectators to remain in the area after an event.

5 CONSTRUCTION AND DELIVERY

- 5.1 The Applicant will advertise all construction jobs arising during the course of the Development to residents in Kirkby through a Local Labour Scheme.
- 5.2 The Applicant will ensure savings of at least 10% in carbon dioxide emissions produced by the development, through the use of renewable energy measures.
- 5.3 The Applicant will carry out a television reception survey, and where adverse effects are identified as a result of the Development these will be remedied at the Applicant's cost.

6 PHASING

- 6.1 The Applicant will provide and comply with a phasing plan (a draft of which will be appended to the s106 agreement). This will contain agreed dates for the commencement and practical completion of each of Phases 1 to 3 of the retail development and the stadium (which form the detailed part of the planning application).

7 **HOUSING**

7.1 All residential units provided as part of the Development as direct replacements for existing affordable housing units within the site will be provided and maintained as affordable housing (as defined in PPS 3).

8 **REGENERATION**

8.1 The Applicant will establish a Kirkby Town Centre Regeneration Committee, in which all relevant stakeholders will be invited to participate, to promote the wider regeneration of Kirkby town centre.

9 **FEES**

9.1 The Applicant will meet the reasonable legal costs of the Council in entering into the section 106 agreement.

10 **GENERAL PROVISIONS**

10.1 General provisions will include release in the event of disposal, consequences on the lapsing of the planning permission, excluding third party rights to enforce etc.

DRAFT