

Reference: 17/00723/DVOB	Site: DP World Development London Gateway Stanford Le Hope
Ward: Corringham and Fobbing	Proposal: Application for a Deed of Variation to the s106 legal agreement relating to the London Gateway Logistics Park Local Development Order (dated 5th November 2013).

Plan Number(s):		
Reference	Name	Received
LG-CGR-LND-OTA-C2003-DRA-PLN-0341 Rev. 3.0	London Gateway Property Plan	01.06.2017

The application is also accompanied by:	
<ul style="list-style-type: none"> • Covering letter dated 31.05.2017 • Proposed Amendments Folder 	
Applicant: LG Park Freehold & LG Park Leasehold Ltd.	Validated: 1 June 2017 Date of expiry: 30.04.2019 (extension of time limit for determination agreed)
Recommendation: That the existing s106 agreement be varied in accordance with the table set out at Annex 1 below.	

1.0 DESCRIPTION OF PROPOSAL

- 1.1 This application is made under s106A of the Town and Country Planning Act 1990 (and in accordance with the Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992)) and seeks to modify an existing s106 planning obligation associated with the London Gateway Logistics Park development and in particular the London Gateway Logistics Park Local Development Order (the LDO).
- 1.2 By way of background, in November 2013 the Council made the LDO which effectively granted permitted development rights for commercial development at the Logistics Park site. For information, a LDO grants planning permission for specified

classes of development within a defined area. The LDO specifies the development that is permitted in the description of development and certain conditions are imposed. Any proposal that falls within the parameters of the LDO and complies with the conditions and supporting documentation is permitted development. That is to say, it is not necessary to make a specific application for each development within the Logistics Park. Instead, under the terms of the LDO, a developer submits a "prior notification form" to the Council advising what development is proposed. The Council as local planning authority will then confirm within 28 days whether or not the development set out within the prior notification form and plan conforms to the terms of the LDO. If it is found to be in conformity then, the development may proceed without further reference to the local planning authority.

1.3 The development permitted by the LDO comprises buildings within the B2 (general industry), B8 (storage and distribution), B1(b) (research and development) and B1(c) (light industry) use classes with ancillary uses. Once built, the LDO permits changes of use subject to certain controls to ensure a mix of development. The LDO also permits the land-raising and the remediation of any remaining contamination. A summary of the description of the development permitted by the proposed LDO is as follows:

- (a) the erection, extension, demolition or alteration of industrial buildings or warehouses within Use Classes B1(b) (research and development), B1(c) (light industry), B2 (general industry), B8 (storage and distribution) and associated ancillary uses;
- (b) the change of use of a building within Class B8 to Classes B1(b), B1(c) or B2. The change of use of a building within Classes B1(b) or B1(c) to Classes B2 or B8. The change of use of a building within Class B2 to Classes B1(b), B1(c) or B8;
- (c) associated infrastructure including internal roads, landscaping, drainage, vehicle refuelling facilities and utilities infrastructure;
- (d) site preparation works comprising remediation and land raising.

1.4 The LDO permits 829,700 sq.m. of commercial floorspace, with maximum building heights between 16 metres and 42 metres above finished floor levels, with the tallest buildings permitted on that part of the LDO site closest to the adjacent Port. The LDO also permits associated ancillary development including and the provision of supporting infrastructure.

1.5 The development permitted by the Order is subject to compliance with a number of general conditions and more specific conditions associated with the built floorspace and supporting infrastructure. Development is also subject to compliance with a Design Code, a Code of Construction Practice and an Ecological Mitigation and Management Plan. Finally, a s106 agreement accompanies the Order, which

replaces and updates obligations associated with the 2007 outline planning permission. In summary, the LDO s106 agreement places the following obligations on the landowner:

- Training Facility - provision of land for a permanent training facility;
- Travel Plan & Public Transport Measures - Implementation of and compliance with the Travel Plan, (with associated mechanisms for payments - including a contribution to a bus turnaround at Stanford-le-Hope railway station, local highway or highway-related improvement if not already paid under the Port S.106 and funding of the Travel Plan Coordinator) monitoring and approval);
- Highway Improvements – payments or completion of works (if specified traffic flow figures are breached) comprising –
 - Sorrells / A1014 junction scheme
 - installation of a signalised pedestrian phased Toucan crossing across the A1014 at its junction with Gifford Cross Road
 - financial contribution(s) towards A13 link 5 widening
 - a scheme for mitigation at jct. 30 (M25)
 - refurbishment of pedestrian subways under the A1014
 - provision of a sologuard barrier system on the A1014
 - provision of a low-noise road surface on part of the A1014
 - completion of acoustic noise barriers in specified locations
 - provision of landscaping at specified locations along the A1014
 - financial contribution towards highway amenity improvements.
- Apprenticeships and Local Employment;
- Monitoring.

1.6 Since the making of the LDO in November 2013 a number of developments have been submitted via the prior notification and / or implemented on-site comprising:

- phase 1 infrastructure (roads, drainage, landscaping etc.)
- plot 4010 building (c. 36,000 sq.m. floorspace);
- plot 3010 building (c. 29,000 sq.m. floorspace);
- phase 1 electrical infrastructure;
- site-wide land raising
- plot 1020 building (c. 37,000 sq.m. floorspace);
- plot 1050 building (c. 10,500 sq.m. floorspace);
- road 7 infrastructure;
- plot 1070 building (c. 10,500 sq.m. floorspace);
- plot 1080 building (c. 22,500 sq.m. floorspace);
- plot 4020a building (c. 9,000 sq.m. floorspace); and
- phase 2 road / drainage infrastructure.

- 1.7 Members will note that this application to vary the s106 obligation was originally submitted by the applicant in June 2017. The proposals were considered by the Planning Committee at its meeting on 28th September 2017 where it was resolved to agree the applicant's proposed schedule of amendments. However, the amended s106 was not progressed and the agreement is currently in the original form agreed when the LDO was made by the Council. In October 2018 the applicant wrote to the Council as follows:

“with regard to amendment 3, following further discussion with Highways England and the local highway authority (LHA), the applicants are no longer minded to make the proposed amendment with regard to M25 junction 30 (No. 3, item 4 of the table at Annexe 1). Discussions with the LHA have identified two potential schemes which we contend provide more effective mitigation of traffic impact on this part of the strategic road network. It is therefore proposed to submit a separate application for modification of the related obligation, comprising essentially the substitution of the existing commitment with a commitment to provide funding to one such alternative.”

- 1.8 The applicant's full schedule of proposed amendments to the s106 agreement, which were considered and approved by Planning Committee in September 2017, is set out at Appendix 1. The current proposal for consideration by the Committee refers to amendment no.3 (Schedule 2 (4.2) of the s106 agreement) and it is proposed that the previously proposed additional wording *“unless otherwise agreed by the Local Highways Authority (or Highways England with regard to the M25 Junction 30 Works”* shall not apply to the M25 Junction 30 Works. That is, in respect of the M25 Junction 30 Works the requirements of the original obligation will continue to apply.
- 1.9 Advice received from the Council's legal department confirms that the applicant's amended proposal should be considered and determined by the Planning Committee, notwithstanding the fact that substantially similar proposals have already been considered and agreed by the Committee.
- 1.10 The proposed modifications to the s106 agreement, that is the modifications originally sought by the applicant in 2017 as amended by the current proposal, appear at Annex 1 to this report, set out in appendix 1. It is relevant that a number of the highways works and payments referred to by Annex 1 have already been undertaken or monies received.

2.0 SITE DESCRIPTION

- 2.1 The London Gateway Port and Logistics Park site comprises the site of the former Shell Haven oil refinery, which is generally located to the south-east of Corringham and south of The Manorway (A1014).
- 2.2 London Gateway Port, located south of the Thameshaven branch railway line, commenced operations in late 2013 and there are currently 3 operational berths (with potential for a further 3 shipping berths). London Gateway Logistics Park is adjacent to the Port on the northern side of the branch railway line and south of the A1014. The Park site covers an area of c.220 hectares which has been cleared of all former refinery buildings and structures and has also been subject to an extensive ecological clearance and relocation programme. Road, drainage and landscaping infrastructure to serve the first phases of Park development has been completed. A number of warehouse buildings have either been constructed, or are under construction, pursuant to the LDO.

3.0 RELEVANT HISTORY

- 3.1 As noted in paragraph 1.2 above, the Council made the Order in November 2013. Since this date the following pre-notifications of development have been submitted:

Reference	Description of Proposal	Decision
14/00368/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) Prior-notification of Development - Proposed common infrastructure corridors within the London Gateway Logistics Park comprising roads, shared use footways/cycleways, landscaping, drainage and service ducts.	Permitted development
14/00441/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLD) Prior-notification of Development: Proposed erection of a Class B8 warehouse and ancillary office accommodation with associated plot parking, loading and unloading areas, site access and circulation roads and footways, refuelling and vehicle wash facilities, plant rooms incorporating substations, drainage, landscaping and land raising.	Permitted development
14/00937/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) Prior Notification of Development: Erection of a B8 Warehouse and ancillary office	Permitted development

	accommodation, plot parking, loading and unloading areas, site access and circulation roads and footpaths, plant deck, electrical infrastructure, drainage, landscaping and landraising.	
14/01262/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) Prior-notification of Development: Electrical infrastructure comprising 2x primary substations (A&B), 3x street lighting substations and 10x ring main units. Associated land-raising and access and service infrastructure.	Permitted development
15/00393/LDOPND	Proposed non or minor material amendment to development permitted by the London Gateway Logistics Park Local Development Order (reference 14/00937/LDOPND - Erection of a Class B8 warehouse and ancillary office accommodation, plot parking, loading and unloading areas, site access and circulation roads and footpaths, plant deck, electrical infrastructure, drainage, landscaping and landraising).	Permitted development
15/00395/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) Prior Notification of Development: additional surface water discharge outfall (incorporating headwall) to park infrastructure swale serving Plot 3010 (Prologis).	Permitted development
15/00665/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) Prior Notification of Development: Ground raising and levelling across the remaining area of the logistics park site not previously the subject of prior notifications.	Permitted development
15/00931/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) - Prior Notification of Development: Erection of a Class B8 warehouse and ancillary office accommodation (Class B1a), automotive servicing and repair facility (B2), plot parking, loading and unloading areas, site	Permitted development

	access and circulation roads and footpaths, electrical infrastructure, drainage, landscaping and land raising, including the introduction of storm water ponds.	
15/01019/LDOPND	Proposed non or minor material amendment to development permitted by the London Gateway Logistics Park Local Development Order (reference 14/00937/LDOPND, as amended by 15/00393/LDOPND - Erection of a Class B8 warehouse and ancillary office accommodation, plot parking, loading and unloading areas, site access and circulation roads and footpaths, plant deck, electrical infrastructure, drainage, landscaping and landraising).	Permitted development
17/01553/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) Prior Notification of Development: Erection of a Class B8 warehouse and ancillary office accommodation, plot parking, loading and unloading areas, site access and circulations roads and footpaths, plant deck /area, service infrastructure, drainage, land raising and landscaping on Plot 1050.	Permitted development
17/01554/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) - Prior Notification of Development: Road 7 infrastructure comprising road, shared use off-road footway / cycleway, drainage swales and service corridors with ancillary services, lighting, drainage, signage and boundary treatments, landscaping and electrical infrastructure.	Permitted development
18/00076/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) - Proposed Non or Minor Material Amendment to Prior Notification of Development ref. 15/00931/LDOPND (Erection of a Class B8 warehouse and ancillary office accommodation (Class B1a), automotive servicing and repair facility (B2), plot parking, loading and unloading areas, site access and circulation roads and footpaths,	Permitted development

	electrical infrastructure, drainage, landscaping and land raising, including the introduction of storm water ponds).	
18/00820/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) Prior Notification of Development: Erection of a Class B8 warehouse and ancillary office accommodation, plot parking, loading and unloading areas, site access and circulations roads and footpaths, plant deck /area, service infrastructure, drainage, land raising and landscaping on Plot 1070.	Permitted development
18/01687/LDOPND	London Gateway Logistics Park Local Development Order (LGLPLDO) Prior-notification of Development - Proposed erection of a Class B8 warehouse and ancillary office accommodation, plot parking, loading, unloading and turning areas, site access and circulation roads and footpaths, plant deck, service infrastructure, drainage, land-raising and landscaping.	Permitted development
19/00306/LDOPND	Erection of a Class B8 warehouse and ancillary office accommodation, plot parking, loading, unloading and turning areas, site access and circulation roads and footpaths, plant room, service infrastructure, drainage, land-raising and landscaping (Plot 4020a).	Under consideration at time of writing
19/00308/LDOPND	Infrastructure corridor comprising a road, shared use off-road footway/cycleway, drainage swales and service corridors with ancillary services, lighting, drainage, signage and boundary treatments, landscaping and electrical infrastructure (Phase 2 infrastructure).	Under consideration at time of writing

4.0 CONSULTATIONS AND REPRESENTATIONS

4.1 Detailed below is a summary of the consultation responses received. The full version of each consultation response can be viewed on the Council’s website via public access at the following link: www.thurrock.gov.uk/planning

4.2 PUBLICITY:

This application has been advertised by way of a newspaper advertisement. No replies have been received.

4.3 HIGHWAYS ENGLAND:

A consultation response from July 2017 requested further information on the proposed amendments. The requested further information was provided to Highways England in August 2017, however no further response has been received.

4.4 LANDSCAPE & ECOLOGY ADVISOR:

No objections.

4.5 HIGHWAYS:

No objections.

4.6 TRAVEL PLAN CO-ORDINATOR:

No objections.

5.0 POLICY CONTEXT

National Planning Guidance

5.1 National Planning Policy Framework (NPPF)

The revised NPPF was published on 24th July 2018 and subsequently updated on 19th February 2019. The NPPF sets out the Government's planning policies. Paragraph 11 of the Framework sets out a presumption in favour of sustainable development. Paragraph 2 of the Framework confirms the tests in s.38 (6) of the Planning and Compulsory Purchase Act 2004 and s.70 of the Town and Country Planning Act 1990 and that the Framework is a material consideration in planning decisions. The following chapter headings and content of the NPPF are relevant to the consideration of the current proposals:

5.2 The following headings and content of the NPPF are relevant to the consideration of the current proposals:

- Building a strong, competitive economy
- Promoting sustainable transport

5.3 Planning Practice Guidance

In March 2014 the Department for Communities and Local Government (DCLG) launched its planning practice guidance web-based resource. This was accompanied by a Written Ministerial Statement which includes a list of the previous planning policy guidance documents cancelled when the NPPF was launched. PPG contains 51 subject areas, with each area containing several subtopics. Those of particular relevance to the determination of this planning application comprise:

- Planning obligations

Local Planning Policy

5.4 Thurrock LDF Core Strategy and Policies for the Management of Development (as amended) (2015)

The Council adopted the Core Strategy and Policies for the Management of Development (as amended) in January 2015. The following Core Strategy policies apply to the proposals:

Spatial Policies:

- CSSP2 (Sustainable Employment Growth);
- CSSP3: Sustainable Infrastructure; and
- OSDP1: (Promotion of Sustainable Growth and Regeneration in Thurrock).

Thematic Policies:

- CSTP6: Strategic Employment Provision;
- CSTP15: (Transport in Greater Thurrock);
- CSTP16: National and Regional Transport Networks; and
- CSTP17: Strategic Freight Movement and Access to Ports.

Policies for the Management of Development:

- PMD7 (Biodiversity, Geological Conservation and Development);
- PMD10 (Transport Assessment and Travel Plans);
- PMD11 (Freight Movement); and
- PMD16 (Developer Contributions).

5.5 Thurrock Local Plan

In February 2014 the Council embarked on the preparation of a new Local Plan for the Borough. Between February and April 2016 the Council consulted formally on an Issues and Options (Stage 1) document and simultaneously undertook a 'Call for Sites' exercise. In December 2018 the Council began consultation on an Issues and Options (Stage 2 Spatial Options and Sites) document.

6.0 ASSESSMENT

6.1 The background to this case is set out above. In summary, the existing s106 agreement associated with the Order places obligations on both London Gateway and the Council under the headings of:

- a training facility;
- Travel Plan and public transport measures;
- highways improvements;
- contributions towards A13 widening works;
- apprenticeships and local employment; and
- monitoring.

The s106 obligations are therefore focused on measures to mitigate the impacts of the development permitted by the LDO on the transportation network and to maximise opportunities for local employment and training.

6.2 As noted above the schedule of amendments was considered and approved by Planning Committee in September 2017. Amendment 3 (as reported in 2017) proposed the addition of the wording below (underlined) to Schedule 2, Clause 4.2 of the s106 agreement:

"The LG Companies will make the following payments or procure the carrying out of the following works for highways improvements so that the payment is made or the work Completed before any of the Flow Triggers set out in relation to that work or payment in the following Table are breached, unless otherwise agreed by the Local Highways Authority (or Highways England with regard to the M25 Junction 30 Works"

6.3 A table at Schedule 2, Clause 4.2 of the s106 agreement then describes a series of highways works or payments and a trigger for implementation. The current proposal is that the wording *"unless otherwise agreed by the Local Highways Authority (or Highways England with regard to the M25 Junction 30 Works"* shall not apply to item 4 on the list of highways works or payment (M25 Junction 30 Works), but the wording shall apply to the remaining items on the list (nos. 1-3 and

5-9). In essence, the requirements for the M25 Junction 30 Works set out in the table will revert back to the original wording of the s106 agreement. There can be no planning objection to this course of action which would result in nil change from the original position.

7.0 CONCLUSIONS AND REASONS FOR RECOMMENDATION

7.1 A series of proposed modifications to the original s106 were considered and approved by Planning Committee in 2017. The current proposal would withdraw one of the previously proposed amendments. There are no objections to the original amendments as revised by the current proposal.

8.0 RECOMMENDATION

8.1 **A** – that the existing LDO s106 agreement be varied in accordance with the table at Annex 1 below; and

B – that authority is delegated to the Assistant Director Planning, Transport and Public Protection to negotiate and complete any consequential changes to the s106 agreement resulting from the proposed deed of variation.

Documents:

All background documents including application forms, drawings and other supporting documentation relating to this application can be viewed online:

www.thurrock.gov.uk/planning

Annex 1

No.	LDO S106 Reference	Current Obligation	Issue	Proposed Modified Obligation
1	Schedule 2, Clause 4.2 Schedule 2, Clause 4.2	To procure the A1014 Landscaping (in accordance with the 7 drawings appended at Appendix 6 of the LDO S106 Agreement) prior to the stated traffic triggers being breached	Landscaping proposals set out on the 7 drawings at Appendix 6 of the LDO S106 Agreement) are not suitable for ground conditions	To procure the A1014 Landscaping (in accordance with the following documents: - CS062418-LS-001 Rev.P05 - CS062418-LS-002 Rev.P05 - CS062418-LS-004 Rev.P05 - CS062418-LS-005 Rev.P06 - CS062418-LS-010 Rev.P01 - CS062418-LS-011 Rev.P01 - CS062418-LS-015 Rev.P03 - CS062418-MAN-PRI Rev.P02 - CS062418-MAN-SPEC Rev.P03 - CS062418-MAN-SPEC Rev.P03 - Inspection Record

					- Pesticides Record prior to the stated traffic triggers being breached												
2	Schedule 2, Clause 4.2	London Gateway will make the following payments or procure the carrying out of the following works for highways improvements so that the payment is made or the work Completed before any of the Flow Triggers set out in relation to that work or payment in the following table are breached		Some of the triggers are incorrectly represented as a result of what appears to have been a transposition error, which was not picked up at the time the Agreement was completed	Replace Flow Trigger table with an amended table												
3	Schedule 2, Clause 4.2	London Gateway will make the following payments or procure the carrying out of the following works for highways improvements so that the payment is made or the work Completed before any of the Flow Triggers set out in relation to that work or payment in the following table are breached	<table border="1"> <thead> <tr> <th rowspan="2">Item</th> <th rowspan="2">Work or Payment</th> <th rowspan="2">Period</th> <th colspan="2">Flow Trigger</th> </tr> <tr> <th>PCUs</th> <th>OGV2s</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Sorrells / A1014 Junction</td> <td>Development Peak</td> <td>1458</td> <td></td> </tr> </tbody> </table>	Item	Work or Payment	Period	Flow Trigger		PCUs	OGV2s	1	Sorrells / A1014 Junction	Development Peak	1458		Circumstances may occur whereby matters beyond London Gateway's control delay the time by which London Gateway are able to complete works packages set out in the Table. Such	Amend Clause 4.2 to state: <i>"The LG Companies will make the following payments or procure the carrying out of the following works for highways improvements so that the payment is made or the work Completed before any of</i>
Item	Work or Payment	Period	Flow Trigger														
			PCUs	OGV2s													
1	Sorrells / A1014 Junction	Development Peak	1458														

	Scheme				
2	Installation of a signalised pedestrian phased Toucan crossing across The Manorway dual carriageway at its junction with Gifford Cross Road	AM Peak	204		
		PM Peak	216	-	
3	A13 Second Contribution	AM Peak	1482		
		PM Peak	1533		
4	M25 Junction 30 Works	AM Peak		189	
		PM Peak		189	
		PM Peak	164		
5	The Subway Improvements	AM Peak	204		
		PM Peak	216		
6	The Sologuard Barrier System	AM Peak	204		
		PM Peak	216		
7	The Low-Noise Surfacing	AM Peak	612		
		PM Peak	668		
8	The Acoustic Fencing	AM Peak	216		
		PM Peak	228		
9	The A1014 Landscaping	AM Peak	216		
		PM Peak	228		

circumstances may include where the relevant highway authority is carrying out other works in the same locality. An example is the A13 widening works programmes to be carried out between September 2017 and September 2019. The Low Noise Surfacing works (Item 7 in the Table) could not be completed whilst the A13 widening works are underway

the Flow Triggers set out in relation to that work or payment in the following table are breached, unless otherwise agreed by the Local Highways Authority (excluding Item 4 - M25 Junction 30 Works)

<p>4</p>	<p>Schedule 2, Clause 8.1</p>	<p>From the first occupation of the development until the fifteenth anniversary of the coming into force of the LDO, the LG Companies must implement the Traffic Monitoring Strategy</p>	<p>The Traffic Monitoring Strategy is provided at Appendix 3 of the LDO S106. Clause 5.0 of the Strategy states "If, in verifying the data the LGTPC identify issues with the accuracy or quality of the data, the LGTPC will agree a revised methodology with the LG Companies which shall be implemented within a 4 week period". In December 2015 the chairman of the London Gateway Travel Plan Committee (LGTPC) proposed amendment to the Traffic Monitoring</p>	<p>From the first occupation of the development until the fifteenth anniversary of the coming into force of the LDO, the LG Companies must implement the Revised Traffic Monitoring Strategy.</p>
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			Strategy. This was unanimously agreed by members. The decision to amend the Traffic Monitoring Strategy was recorded in the minutes of the 26/01/16 LGTPC meeting	
5	Schedule 2, Clause 3.1	<p>The LG Companies will procure the implementation of the Travel Plan, including as to payments to the Council according to its terms.</p> <p>Clause 5.25 of Travel Plan states <i>"At least 2 months prior to the first operational use of each commercial building the Occupier shall submit their Occupier Travel Plan, which demonstrates how the related building and plot shall satisfy the requirements of this Travel Plan, to the member parties of the LGTPC. The Occupier Travel Plan shall include details of the..... "</i></p> <p>Clause 5.26 of the Travel Plan states <i>"The TLO (Transport Liaison Officers) in respect of each commercial building within the Logistics Park shall be appointed at least one month prior to the first operational use of the building (or alternatively..... "</i></p>	Very difficult to achieve regarding speculative builds because end users are not known until very close to first occupation or in some cases after first occupation (where building is to be under multi occupancy)	Amend Clause 5.25 of Travel Plan to state: <i>"The occupier shall submit their Occupier Travel Plan, which demonstrates how the related building and plot shall satisfy the requirements of this Travel Plan, to the member parties of the LGTPC:</i> a) <i>for speculative buildings, within 2 months of the completion of the freehold/leasehold occupation agreement;</i> or b) <i>for non speculative</i>

				<p><i>buildings, at least 2 months prior to the first operational use of each commercial building</i></p> <p><i>The occupier Travel Plan shall include details of the....."</i></p> <p>Amend Clause 5.26 of the Travel Plan to state: <i>"The TLO in respect of each commercial building within the Logistics Park shall be appointed:</i> <i>a) for speculative buildings within 2 months of the completion of the freehold/leasehold occupation agreement; or</i> <i>b) for non speculative buildings at least one month prior to the first operational use of the building (or alternatively....."</i></p>
6	Schedule	Clause 2.1 states	The Council are	Amend Clause 2.1 to

	<p>2, Clauses 2.1 and 2.2</p>	<p><i>"LG Park Freehold and LG Park Leasehold shall prior to Occupation (or such other time as may be agreed between TBC, LG Park Freehold and LG Park Leasehold) identify the Training Facility Land"</i></p> <p>Clause 2.2 states <i>"LG Park Freehold or LG Park Leasehold shall not cause or permit Occupation without having granted to TBC in consideration of £1 an option for 5 years ("Option Period") to acquire the freehold of the land for £1, such option ("the Option") to be in the form reasonably required by LG Park Freehold and LG Park Leasehold and to incorporate the Special Conditions of Sale set out in Schedule 4"</i></p>	<p>not in a position to implement the Training Facility. As such it has been proposed to defer identification of land for 7 years so the Council have more time to obtain funds and take the necessary steps towards implementation of the Training Facility</p>	<p>state: <i>"LG Park Freehold and LG Park Leasehold shall, before the expiration of 7 years from the date that the LDO was made, (or such other time as may be agreed between TBC, LG Park Freehold and LG Park Leasehold) identify the Training Facility Land "</i></p> <p>Amend Clause 2.2 to state: <i>"LG Park Freehold or LG Park Leasehold shall, before the expiration of 7 years from the date that the LDO was made, grant to TBC in consideration of £1 an option for 5 years ("Option Period") to acquire the freehold of the land for £1, such option ("the Option") to be in the form reasonably required by LG Park Freehold and</i></p>
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				<i>LG Park Leasehold and to incorporate the Special Conditions of Sale set out in Schedule 4"</i>
7	Schedule 2, Clause 3.1	<p>The LG Companies will procure the implementation of the Travel Plan, including as to payments to the Council according to its terms. Clause 5.24 of the Travel Plan states:</p> <p><i>"All commercial buildings and associated plots shall provide the following facilities prior to first occupation of each respective building:</i></p> <ul style="list-style-type: none"> - <i>Footway/cycleway facilities in accordance with of the LDO Design Code</i> - <i>Secure and covered cycle parking in accordance with the LDO Design Code</i> - <i>Showers and lockers in accordance with the Design Code</i> - <i>Display panels capable of receiving and displaying real time passenger transport information. The Occupier shall use reasonable endeavours to procure the supply of real time passenger transport information to the panels which shall be located in a prominent position within each building</i> - <i>Dedicated and conveniently located parking spaces for electric vehicles, along with adjacent charging points and facilities, in accordance with the Design Code</i> <p><i>The above facilities shall be maintained for the duration that the related building is in operational use for use by staff employed within the building plot"</i></p>	<p>Typo in first bullet point of Travel Plan Clause 5.24.</p> <p>With regard to 4th bullet point of Travel Plan Clause 5.24, advances in the internet and mobile phone technology has made the requirement for centrally located display panels obsolete. Where real time information is available staff would be able to access such information via their mobile phone or desktop. This would also allow</p>	<p>The LG Companies will procure the implementation of the Travel Plan, including as to payments to the Council according to its terms.</p> <p>Clause 5.24 of the Travel Plan to state:</p> <p><i>"All commercial buildings and associated plots shall provide the following facilities prior to first occupation of each respective building:</i></p> <ul style="list-style-type: none"> - <i>Footway/cycleway facilities in accordance with Section B of the LDO Design Code</i> - <i>Secure and covered cycle parking in accordance with the LDO Design Code</i> - <i>Showers and lockers in</i>

			<p>the information to be utilised for inbound, in addition to outbound journeys and would not require staff to muster in a central location to view the information.</p>	<p><i>accordance with the Design Code</i></p> <ul style="list-style-type: none"> - <i>Dedicated and conveniently located parking spaces for electric vehicles, along with adjacent charging points and facilities, in accordance with the Design Code</i> <p><i>The above facilities shall be maintained for the duration that the related building is in operational use for use by staff employed within the building plot.</i></p> <p><i>The TLO for each building shall investigate the availability of a mobile phone app or website which is capable of providing real time information regarding public transport facilities in the vicinity. Where such information is available the relevant app or website shall be advertised to staff</i></p>
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<p>8</p>	<p>Schedule 2, Clause 5.1 to 5.4</p>	<p>Clause 5.1: <i>"Subject to the following provisions of this paragraph 5, LG Park Freehold or LG Park Leasehold will pay, upon written demand by TBC, a contribution ("the Contribution") to the 3 lane widening of the A13 Link 5 or alternative measures to improve capacity or enhance safety on A13 Link 5 in recognition of the proportional benefit that the widening or alternative measures will bring to the Development."</i></p> <p>Clause 5.2: <i>"TBC may only issue a written demand for the Contribution once TBC has obtained all necessary consents for the 3 lane widening of the A13 Link 5 (or the alternative measures) and is in a position to let a construction contract for the 3 lane widening of the A13 Link 5 (or alternative measures)."</i></p> <p>Clause 5.3: <i>"The amount of the Contribution will be an amount equal to 11.4% of the cost of the 3 lane widening of the A13 Link 5 (or alternative measures) minus £1,900,000 ("the Total Cost") but in any event will not exceed the amount of £6,939,000."</i></p> <p>Clause 5.4: <i>"TBC shall Complete the 3 lane widening of the A13 Link 5 works or alternative measures within 36 months of receipt of the Contribution unless otherwise agreed LG Park Freehold or LG Park Leasehold."</i></p>	<p>It has been agreed with the A13 Project Team that the payment can be made in two equal instalments, the first as stated in the agreement with the second on the first anniversary of the first payment</p>	<p><i>based within the building."</i></p> <p>Amend Clauses 5.1 to 5.4 to state:</p> <p><i>"Subject to the following provisions of this paragraph 5, LG Park Freehold or LG Park Leasehold will pay, upon written demand by TBC, two contributions ("the First Contribution" and "the Second Contribution") to the 3 lane widening of the A13 Link 5 or alternative measures to improve capacity or enhance safety on A13 Link 5 in recognition of the proportional benefit that the widening or alternative measures will bring to the Development."</i></p> <p><i>"TBC may only issue a written demand for the First Contribution once TBC has obtained all necessary consents for the</i></p>
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			<p><i>3 lane widening of the A13 Link 5 (or the alternative measures) and is in a position to let a construction contract for the 3 lane widening of the A13 Link 5 (or alternative measures). The Second Contribution shall be paid on the first anniversary of the First Contribution"</i></p> <p><i>"The amount of the First Contribution and the Second Contribution will each be an amount equal to £3,164,000. The first contribution shall incorporate the sum of £750,000 specified in Clause 7(b) of Schedule 1 of the Deed of Variation dated 25th January 2016 between London Gateway Port Limited and Thurrock Borough Council. The Second Contribution shall incorporate two sums of £347,000 specified in</i></p>
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				<p><i>Clauses 2.2 and 2.3 of Schedule 3 of the agreement pursuant to Section 106 of the Town and Country Planning Act dated 18th May 2007 relating to the London Gateway Port Harbour Empowerment Order "</i></p> <p><i>"TBC shall Complete the 3 lane widening of the A13 Link 5 works or alternative measures within 36 months of receipt of the First Contribution unless otherwise agreed LG Park Freehold or LG Park Leasehold."</i></p>
9	Schedule 2, Clauses 7.1 to 7.3	<p>Clause 7.1: <i>"In respect of each plot or element of common infrastructure of the Development, no later than:</i></p> <ul style="list-style-type: none"> - <i>7.1.1 one month prior to the commencement of construction (in relation to the construction of that plot or element); and</i> - <i>7.1.2 one month prior to first occupation or beneficial use (in relation to the operational use of the plot or element), the LG Companies, or their contractors or the plot occupiers on the LG Companies' behalf (as applicable), must submit at TBC an Apprenticeship and Local Employment Plan (an</i> 	<p>Discussion with Thurrock Council's Economic Development Manager has confirmed that the provisions of Clause 7.1 to 7.3 and the form of ALEP set out at</p>	<p>Thurrock Council to propose amended wording for Clauses 7.1 to 7.3 and a substitute template for Appendix 10</p>

		<p><i>"ALEP")"</i></p> <p><i>Clause 7.2: "An ALEP is a plan in the form attached at Appendix 10 setting out how the LG Companies, plot occupiers and their contractors will work directly with local employment or training agencies as part of an employment and training consortium, such agencies to include (but not be limited to):</i></p> <ul style="list-style-type: none"> <i>- 7.2.1 Jobcentre Plus and the Learning & Skills Council</i> <i>- 7.2.2 voluntary and private sector providers: and</i> <i>- 7.2.3 sixth form colleges; colleges of further education; and universities."</i> <p><i>Clause 7.3 "An ALEP must specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the LG companies, plot occupiers and the contractors for any new jobs and business opportunities created by the construction and operation (as the case may be) of the relevant plot or element of the Development."</i></p>	<p>Appendix 10 of the LDO S106 agreement does not reflect the current climate with regard to local employment and skills and is therefore not fit for purpose.</p>	
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