

DATED 30th August 2012

**THE MAYOR AND BURGESSES OF (1)
THE LONDON BOROUGH OF
HAVERING**

(2)

BIOSENCE (EAST LONDON) LIMITED

(3)

**LONDON WASTE AND RECYCLING
BOARD**

**Planning Agreement made pursuant
to Section 106 of the Town and
Country Planning Act 1990
relating to construction of a
sustainable energy facility at land to
the west of the Fairview Industrial Park
off Marsh Way, Rainham**

MILLS & REEVE

DATE 30th August

2012

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall, Main Road, Romford, Essex, RM1 3BD ("**Council**")
- (2) **BIOSSENCE (EAST LONDON) LIMITED** whose registered office is at White Hart House, High Street, Limpsfield, Surrey RH8 0DT (Co Regn No 5898167) ("**Owner**")
- (3) **LONDON WASTE AND RECYCLING BOARD** of City Hall, the Queen's Walk, London SE1 2AA ("**Chargee**")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the Application Site and for the development of the nature of the Development. The Council is the appropriate statutory body to enforce this Deed for the purposes of section 106 of the 1990 Act.
- 2 The Owner is the freehold owner of the Land as set out in the First Schedule.
- 3 The Chargee has the benefit of a Charge dated 9 November 2010.
- 4 The Application has been submitted to the Council and the parties have agreed to enter into this Deed in respect of the Land in order to secure the planning obligations contained in this Deed.
- 5 The Council resolved on 2 August 2012 to grant the Planning Permission subject to the prior completion of this Deed and to the conditions set out in the Planning Permission.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

- "Air Quality Contribution" means the contribution of £1,500 to be paid to the Council to fund an air quality monitoring programme for a period of 5 years from the receipt of payment of the contribution pursuant to this Deed;
- "Application" means the application dated 27th day of April 2012 for full planning permission and allocated reference number P0558.12 submitted to the Council for the Development;
- "COMAH Regulations" means the Control Of Major Accident Hazards Regulations 1999
- "Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed

and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of 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 "Commence Development" and "Commencing Development" shall be construed accordingly;

"Conveyor Link"

means a conveyor belt linking the Development with the Frog Island Plant for the purposes of transporting solid recovered fuel to the Development;

"Development"

means the Development of the Land for a sustainable energy facility as set out in the Application;

"Environmental Improvements"

means improvements to:

- (i) public access between Rainham and the River Thames;
- (ii) Thames side path to the south of the Land;
- (iii) a public bus bridge over Creek Way;
- (iv) street lighting along Marsh Way ;

"Expert"

means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute as follows:

- (i) if the dispute relates to transport or highway works, engineering, demolition, or construction works, a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 10 years' relevant experience in the public or private sector) agreed by the parties to the dispute but in default of agreement appointed at the request of any of the parties by or on behalf of the President from time to time of the Institution of Civil Engineers;
- (ii) if the dispute relates to any building within the Development or any similar matter, a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of

either party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors;

- (iii) if the dispute relates to financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institute of Chartered Accountants in England and Wales; and
- (iv) if the parties to the dispute shall fail to agree upon the nature or difference in question then it should be referred to a solicitor or barrister of at least 15 years' standing agreed by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Law Society;

"ELWA Area"

means the land within the area governed by the East London Waste Authority as shown for the purposes of identification shaded green on Plan 4;

"Flogas Site"

means the land adjacent to the eastern boundary of the Land in between the Development and the Frog Island Plant as shown edged pink on Plan 3;

"Frog Island Plant"

means the Shanks East London biological materials recycling facility plant at Frog Island, Rainham shown for the purposes of identification circled red on Plan 2;

"General Environmental Improvement Contribution"

means the contribution of £150,000 to be paid to the Council to provide a pooled payment to be used in part or in full towards any of the Environmental Improvements and in full satisfaction of the Owner's obligations to pay for the same;

"Index"

means the All Items Index of Retail Prices issued by the Office for National Statistics;

"Interest"

means interest at four per cent above the base lending rate of the Barclays Bank Plc from time to time;

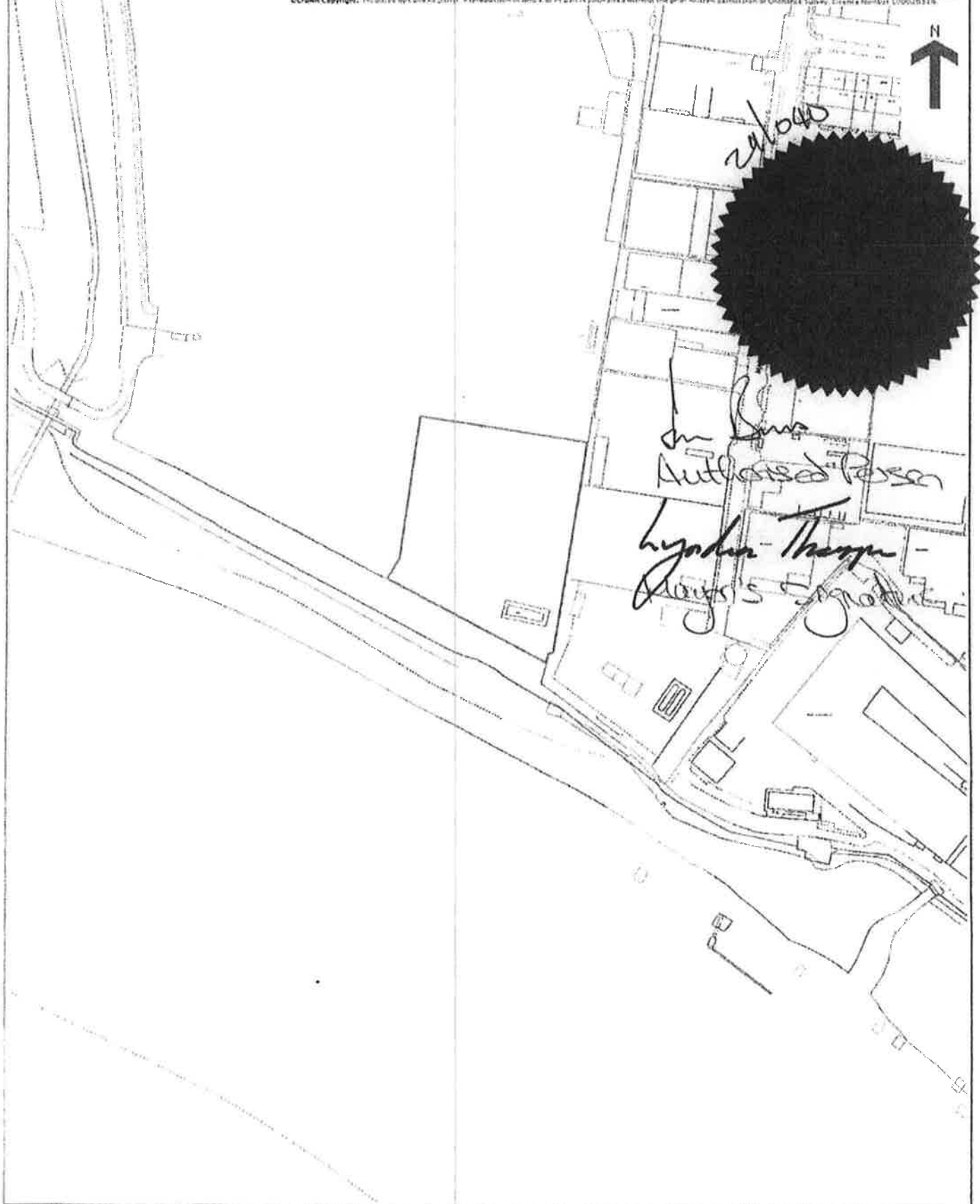
"Jenkins Lane Plant"	means the Shanks biological material recycling facility plant at Jenkins Lane, Newham shown for the purposes of identification circled blue on Plan 2;
"Local Employment and Training Scheme"	means a scheme to be submitted to the Council by the Owner which identifies how construction and operation of the Development will include employment opportunities for local labour apprenticeships and training programmes;
"Lorry Routing Scheme"	Means a scheme to be submitted to the Council by the Owner which identifies the primary route for ingress and egress of the Development by HGVs as M25 and A13 and not through Rainham Village and identifies methods of ensuring that the primary routes are used at all times during construction and Occupation of the Development save where it is not reasonable to do so in the event of road works, accidents or other such special circumstances
"Occupy" "Occupation" and "Occupied"	means occupation for the purposes of carrying out commercial operations following completion of commissioning of the Development;
"Plan 1"	means the plan attached to this Deed and marked Plan 1;
"Plan 2"	means the plan attached to this Deed and marked Plan 2;
"Plan 3"	means the plan attached to this Deed and marked Plan 3;
"Plan 4"	means the plan attached to this Deed and marked Plan 4;
"Plan 5"	means the plan attached to this Deed and marked Plan 5
"Planning Permission"	means the full planning permission for the Development on the Application Site subject to conditions to be granted by the Council pursuant to the Application as substantially set out in draft form in the Second Schedule;
"Reasonable Endeavours"	means that the party under such an obligation shall be bound to attempt to fulfil the relevant obligation by the reasonable expenditure of such effort and/or sums of money and the engagement of such professional or other advisors as in all the circumstances (including the importance to the other parties of the

Land Registry
Official copy of
title plan

Title number TGL340084
Ordnance Survey map reference TQ5081SE
Scale 1:2500
Administrative area BARKING AND DAGENHAM



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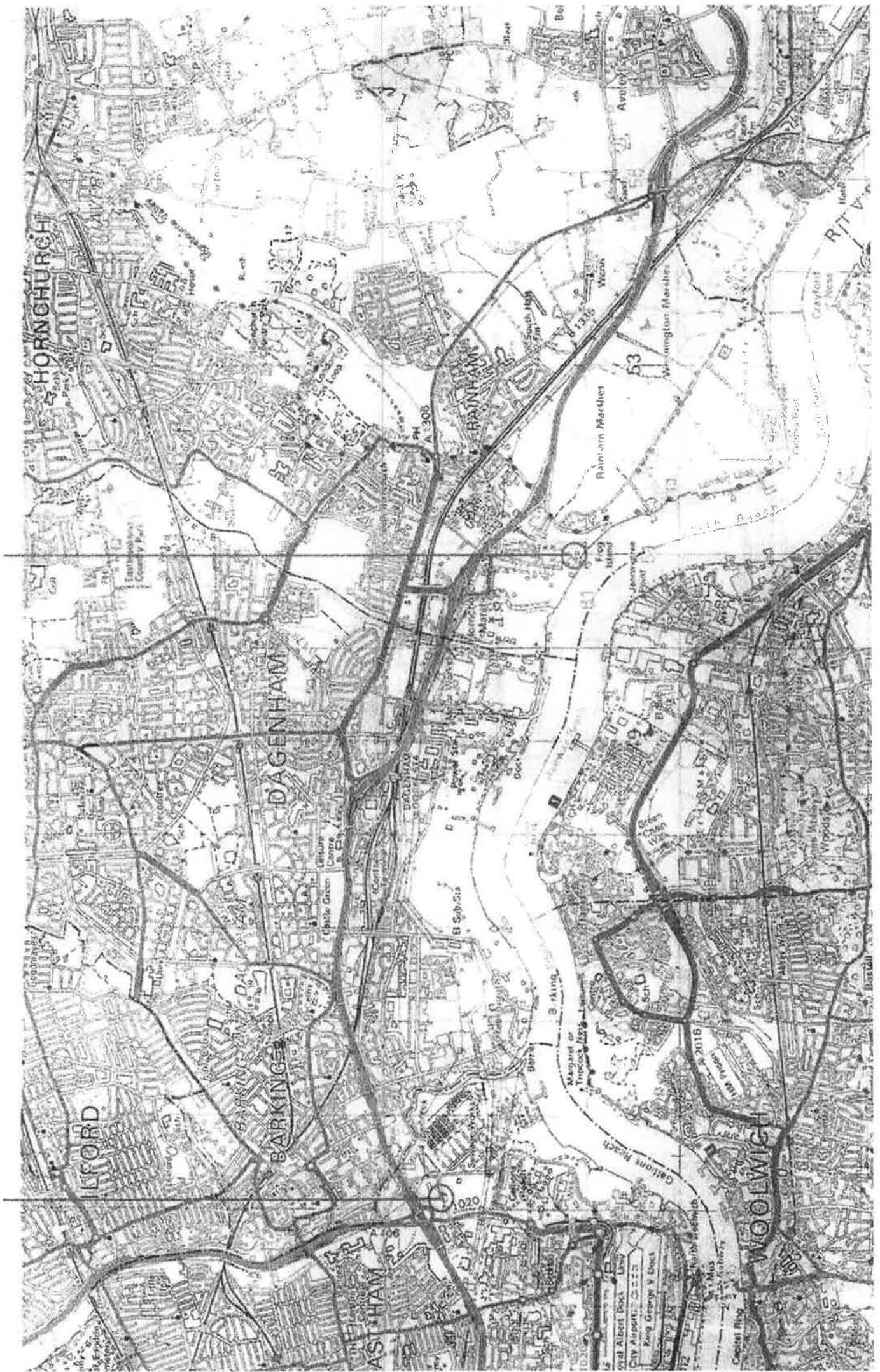


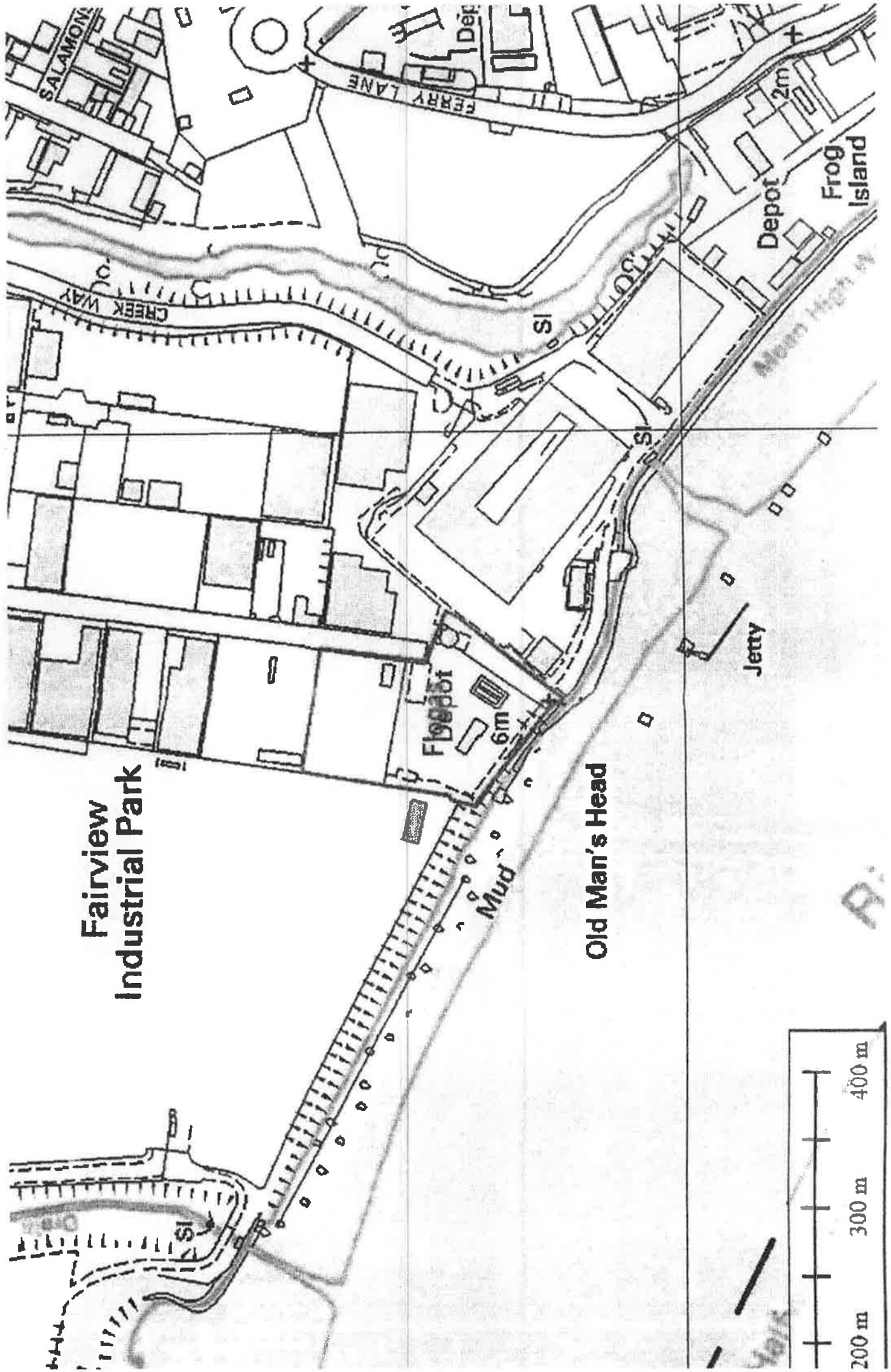
PLAN 1

PE

Jenkins Lane MBT Facility

Frog Island MBT Facility





Fairview Industrial Park

Old Man's Head

Frog Island

SALAMON

FERRY LANE

CREEK WAY

Depot

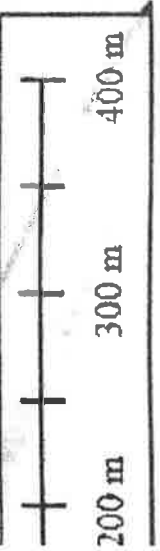
Main Highway

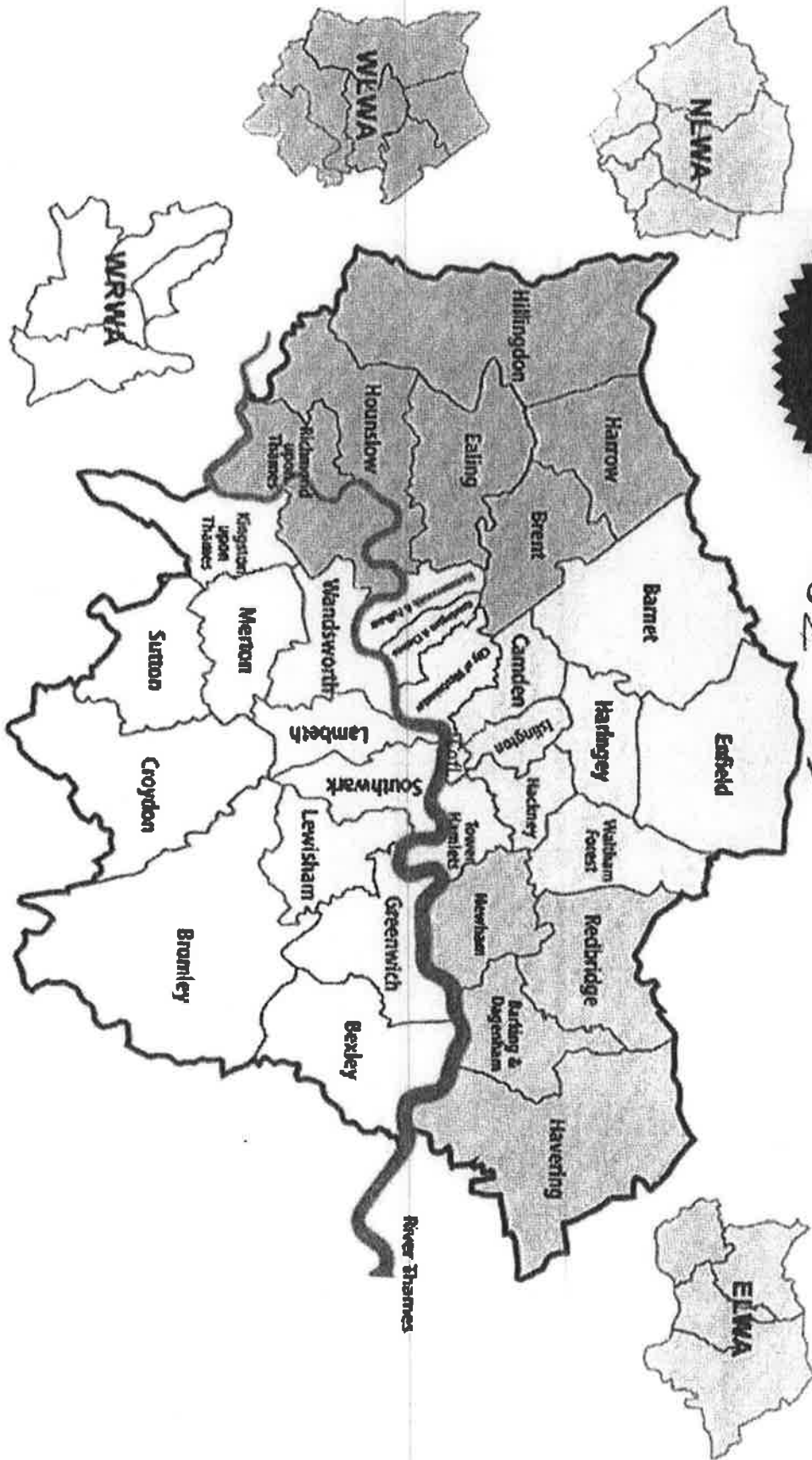
Jetty

Floppit

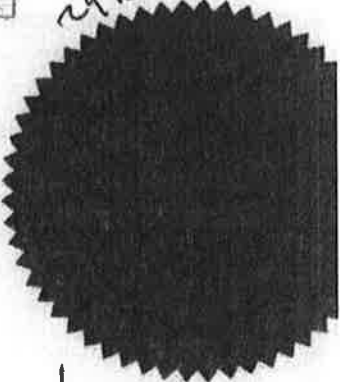
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Mud





29/6/20



John Burns
Authorized Rep

London Transport
Mayor's Signature

PLAN 4

18/3/0

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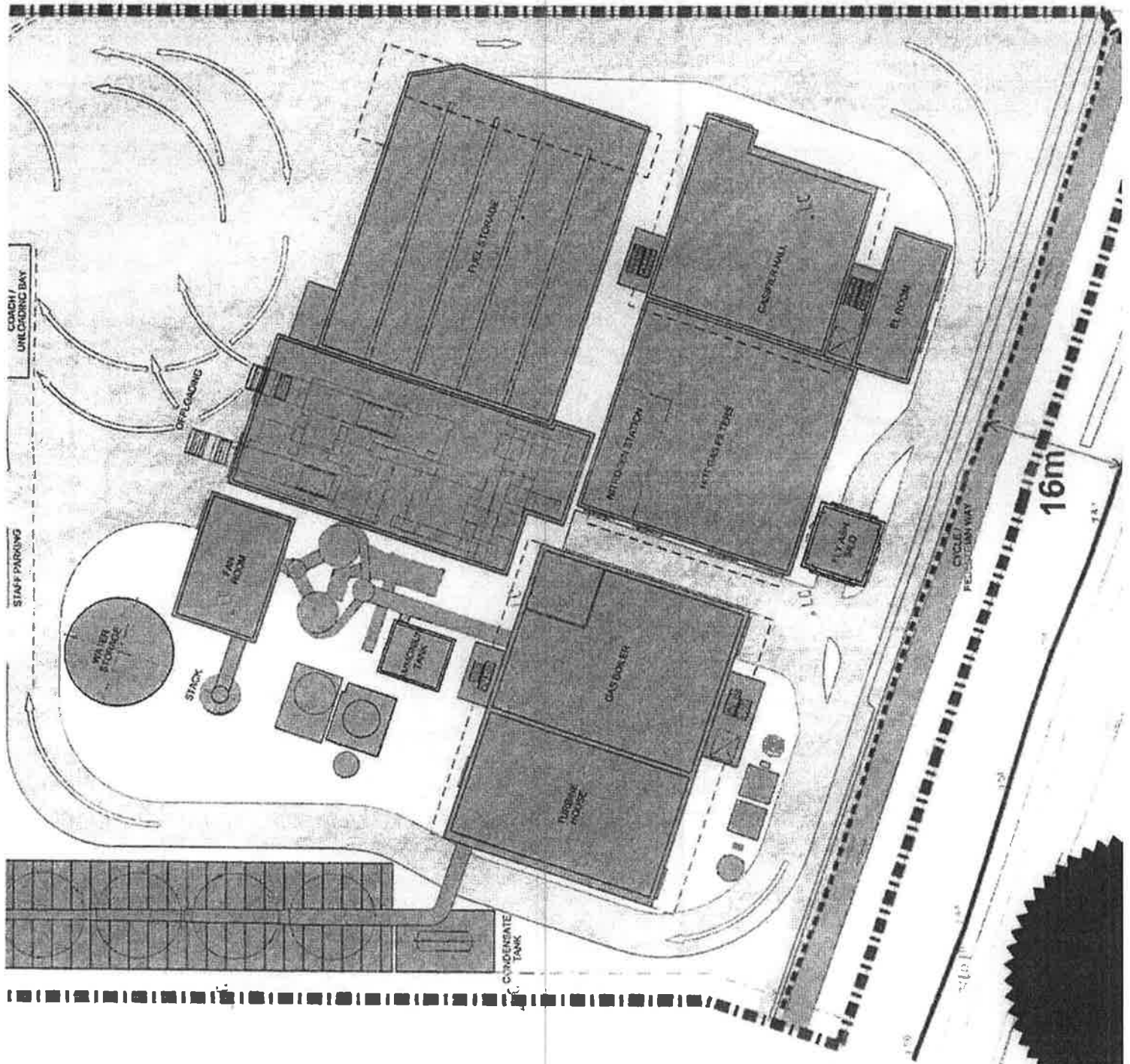
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fulfilment of the relevant obligation) are/is likely to be reasonably sufficient for the objective to which the endeavour relates PROVIDED THAT where any dispute under this Deed relates to the interpretation of this definition, this definition shall not operate to relieve any party from any obligation to participate in the resolution of that dispute in accordance with the terms of clause 16 AND PROVIDED FURTHER THAT nothing in this definition or agreement shall require any party to act in any way which would constitute a breach of legislation or planning control;

"Riverside Land"

means the land shown shaded brown on Plan 5 which land is to be safeguarded for use as a future riverside walk;

"Travel Plan"

means a travel plan for the employees of the Development in a form to be agreed with the Council;

"1990 Act"

means the Town and Country Planning Act 1990 as amended.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.

- 2.8 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred and any covenant by the Owner to do an act or thing may be deemed to include an obligation to use to procure that the act or thing is done.
- 2.9 In the event of any conflict between the provisions of this Deed and any document annexed hereto as referred to herein, the terms, conditions and provisions of this Deed will prevail.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title to the Land.
- 3.3 It is hereby agreed that the Owner enters into this Deed with the effect of binding the Land.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) the Commencement of Development
- save for this provision, clause 2, 3, 7 and clauses 14 - 17, which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council to carry out and comply with the obligations as set out in the Third Schedule.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner to carry out and comply with the obligations as set out in the Fourth Schedule.
- 6.2 Nothing herein contained shall fetter the statutory rights, powers and duties of the Council as Local Planning Authority.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed the sum of £1200 in respect of the Council's legal costs incurred in the negotiation, preparation and execution of this Deed.
- 7.2 The Owner shall pay to the Council on completion of this Deed the sum of £4860 in respect of the monitoring of the obligations contained in this Deed

- 7.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.4 It is hereby agreed and declared between the parties hereto that this Deed shall forthwith be registered as a Local Land Charge by the Council for the purposes of the Local Land Charges Act 1975.
- 7.5 The Owner shall forthwith upon completion of this Deed arrange for this Deed to be noted in the charges register of the registered title of the Land at the Land Registry and following the making of such entry, furnish the Council with an official copy of the register entry relating to the title of the Land.
- 7.6 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given by the Council and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.7 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall, at the request of the Owner and subject to payment of its reasonable costs, consider the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.9 This Deed shall cease to have effect (Insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.10 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8 WAIVER

- 8.1 No waiver (whether expressed or implied) by the Council (or the Owner) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council (or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

- 9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the

obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

10 SUCCESSORS IN TITLE

- 10.1 This Deed shall be binding upon the Land and shall be enforceable against the Owner and its successors in title and those deriving title under it in respect of the Land.

11 INDEXATION

- 11.1 The sums referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sums are payable in accordance with the formula $A = B \times C/D$ where:

- (a) A is the sum specified in this Deed in pounds sterling
- (b) B is the figures shown in the Index for the period immediately prior to the date up to which the sum concerned is to be indexed under the provisions of this Deed
- (c) C is the figure shown in the Index for the period immediately prior to the date of this Deed
- (d) D is the recalculated sum in pounds sterling applying under this Deed
- (e) B/C is equal to or greater than 1

Provided that if the Index becomes no longer maintained by the Office of National Statistics the said formula shall be applied mutatis mutandis (so far as concerns periods after it ceases to be so maintained) by reference to such other publication or index as may be agreed from time to time with the Council.

12 INTEREST

- 12.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

13 VAT

- 13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

14 JURISDICTION

- 14.1 This Deed is governed by and interpreted in accordance with the law of England.

15 DELIVERY

- 15.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

16 DISPUTE RESOLUTION

- 16.1 In the event of any dispute or difference between the Owner the Chargee and the Council or either of them arising out of this Deed (other than a dispute or difference relating to a question of law or in relation to the interpretation of this Deed) the Owner, the Chargee and the Council agree that the matter in dispute will on the application of either of the parties be referred to the Expert and it is further agreed that:
- 16.1.1 the determination of the Expert shall be final and binding on the parties save in the case of manifest error;
 - 16.1.2 the parties shall be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;
 - 16.1.3 the Expert's costs shall be borne in such proportions as he/she may direct failing which the parties shall each bear their own costs of the reference and determination and the Expert's costs calculated by dividing the Expert's costs by the number of sides to the reference; and
 - 16.1.4 the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee shall be appointed in the same manner as the Expert.

17 CHARGEЕ CONSENT

- 17.1 The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the charge shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

Details of the Owner's title to the Land

- 1 The Land is registered at the Land Registry with title absolute within title number TGL340084 as shown edged red on Plan 1.

SECOND SCHEDULE

Draft form of notice of planning permission



Havering
LONDON BOROUGH

LONDON BOROUGH OF HAVERING

TOWN AND COUNTRY PLANNING ACT 1990

To: Kevin Parr
The Granary
Woodend Lane
Cromhall
Gloucestershire
GL12 8AA

Mr Alex Miles
Biossence East London Limited
222 Regent Street
London
W1B 5TR

APPLICATION NO: P0558.12

In pursuance of their powers as Local Planning Authority, the Council have considered your application and have decided to **GRANT PLANNING PERMISSION** for the following development :

Proposal: The construction of a Sustainable Energy Facility comprising the erection and operation of a gasification/power generation plant, associated buildings, plant and infrastructure.

Location: East London Sustainable Energy Facility (ELSEF)
Land west of Fairview Industrial Park
Off Marsh Way
Rainham

subject to compliance with the following condition(s):

- 1 The development to which this permission relates must be commenced not later than three years from the date of this permission.

Reason:-

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

- 2 The development hereby permitted shall not be carried out otherwise than in complete accordance with the approved plans, particulars and specifications.

Reason: The Local Planning Authority consider it essential that the whole of the development is carried out and that no departure whatsoever is made from the details approved, since the development would not necessarily be acceptable if partly carried out or carried out differently in any degree from the details submitted. Also, in order that the development accords with the LDF Development Control Policies Development Plan Document Policy DC61

- 3 The development shall not be commenced until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion.

Reason:

To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system.

- 4 The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) CRM.007.002 by limiting surface water run-off generated by the 1 in 100 year climate change critical storm so it will not exceed 5 litres per second per hectare for the entire site.

Reason:

To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site.

- 5 The development shall not be commenced until full details, including calculations and drawings, of all development to take place within 16 metres of the River Thames have been submitted to the Local Authority for its written approval.

Reason:

To maintain the integrity of the flood defences of the River Thames.

- 6 No development shall take place until a scheme for the provision and management of a 16 metre wide buffer zone alongside the River Thames has been submitted to and approved in writing by the local planning authority. Thereafter 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.

The buffer zone scheme shall be free from built development including lighting and formal landscaping. The scheme shall include:

- Plans showing the extent and layout of the buffer zone.
- 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.
- Details of any proposed fencing and lighting.

Reason:

To ensure that the development is compliant with Paragraph 109 of the NPPF and Article 10 of the Habitats Directive. Development that encroaches on watercourses has a potentially severe impact on their ecological value. Land alongside watercourses is particularly valuable for wildlife and it is essential this is protected.

- 7 No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping, which shall include indications of all existing trees and shrubs on the site, and details of any to be retained, together with measures for the protection in the course of development. All planting, seeding or turfing comprised within the scheme shall be carried out in the first planting season following completion of the development and any trees or plants which within a period of 5 years from completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local Planning Authority.

Reason:

In the interests of visual amenity and in accordance with the Development Control Policies Development Plan Document Policy DC61.

No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

Reason:

To ensure protection of controlled waters by ensuring contaminants that may be present in the ground are not mobilised by the infiltration of surface water.

- 8 The proposed vehicle parking area shall be provided prior to the proposed development being brought into use and shall be retained for the life of the development.

Reason:

In the interests of highway safety and amenity and in accordance with the Development Control Policies Development Plan Document Policy DC32. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason:

To protect controlled waters by ensuring that the risks to groundwater are considered before any piling is undertaken.

- 9 Prior to commencement of development a detailed method statement for removing or the long-term management of Japanese Knotweed (*Fallopia japonica*) and Giant Hogweed (*Heracleum Mantegazzianum*) on the site shall be submitted to and approved in writing by the local planning authority. The method statement shall include measures that will be used to prevent the spread of Japanese Knotweed and Giant Hogweed during any operations e.g. mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds/root/stem of any invasive plant listed under the Wildlife and Countryside Act 1981, as amended. Development shall proceed in accordance with the approved method statement.

Reason:

To prevent the spread of Japanese knotweed and giant hogweed which are invasive species. Without this condition avoidable damage could be caused to the nature conservation value of the site contrary to National Planning Policy as set out in the National Planning Policy Framework paragraph 109, which requires the planning system to aim to conserve and enhance the natural and local environment by minimising impacts on biodiversity and providing net gains in biodiversity where possible.

- 10 Before any development commences details of a scheme shall be submitted to and approved in writing by the local planning authority which specifies the provisions to be made for the control of noise emanating from the site. Such scheme as may be approved shall be implemented prior to the development being brought into operation / use and thereafter retained in accordance with such details.

Reason: To prevent noise nuisance to adjoining properties in accordance with Policy DC55 of the Core Strategy and Development Control Policies Development Plan Document.

11 Prior to the commencement of any works pursuant to this permission the developer shall submit for the written approval of the Local Planning Authority (having previously submitted a Phase I (Desktop Study) Report documenting the history of this site, its surrounding area and the likelihood of contaminant/s, their type and extent incorporating a Site Conceptual Model, along with a Phase II Report);

a) A Phase III (Risk Management Strategy) Report if the Phase II Report confirms the presence of a significant pollutant linkage requiring remediation. The report will comprise of two parts:

Part A Remediation Statement which will be fully implemented before it is first occupied. Any variation to the scheme shall be agreed in writing to the Local Planning Authority in advance of works being undertaken. The Remediation Scheme is to include consideration and proposals to deal with situations where, during works on site, contamination is encountered which has not previously been identified. Any further contamination shall be fully assessed and an appropriate remediation scheme submitted to the Local Planning Authority for written approval.

Part B Following completion of the remediation works a Validation Report must be submitted demonstrating that the works have been carried out satisfactorily and remediation targets have been achieved.

b) If during development works any contamination should be encountered which was not previously identified and is derived from a different source and/or of a different type to those included in the contamination proposals then revised contamination proposals shall be submitted to the LPA ; and

c) If during development work, site contaminants are found in areas previously expected to be clean, then their remediation shall be carried out in line with the agreed contamination proposals.

For further guidance see the leaflet titled, Land Contamination and the Planning Process

Reason: To protect those engaged in construction and occupation of the development from potential contamination.

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12 No development shall take place until a scheme has been submitted to and approved in writing by the Local Planning Authority making provision for a Construction Method Statement to control the adverse impact of the development on the amenity of the public and nearby occupiers. The Construction Method statement shall include details of:

- a) parking of vehicles of site personnel and visitors;
- b) storage of plant and materials;
- c) dust management controls;
- d) measures for minimising the impact of noise and, if appropriate, vibration arising from construction activities;
- e) predicted noise and, if appropriate, vibration levels for construction using methodologies and at points agreed with the Local Planning Authority;
- f) scheme for monitoring noise and if appropriate, vibration levels using methodologies and at points agreed with the Local Planning Authorities;
- g) siting and design of temporary buildings;
- h) scheme for security fencing/hoardings, depicting a readily visible 24-hour contact number for queries or emergencies;
- i) details of disposal of waste arising from the construction programme, including final disposal points. The burning of waste on the site at any time is specifically precluded;
- j) details relating to the cumulative impact of construction traffic, including site access arrangements, booking systems, construction phasing, vehicular routes, and the scope for load consolidation and/or modal shift to reduce road-based traffic movements.

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

Reason:

To protect local amenity and to ensure that the development accords with the Development Control Policies Development Plan Document Policy DC61.

13 No development shall take place until a delivery and servicing plan has been submitted to and approved in writing by the Local Planning Authority. The scheme shall provide details of how the operator will manage traffic movements to and from the site to ensure that Heavy Goods Vehicle movements are optimised to avoid daily peak hour periods. The approved scheme shall be implemented and retained for the life of the development.

Reason:

In the interests of highway safety and amenity.

- 14 No development shall take place until details of the proposed boundary treatment at the site, including dimensions, materials and colour scheme, have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be constructed in accordance with the approved details and retained as such for the life of the development.

Reason:

To protect the visual amenities of the area and to ensure that the development accords with the Development Control Policies Development Plan Document Policy DC61.

- 15 No development shall take place until samples of all materials to be used in the external construction of the building(s), including the colour scheme, have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be constructed in accordance with the approved details and retained as such for the life of the development.

Reason:

To ensure that the appearance of the proposed development will harmonise with the character of the surrounding area and comply with Policy DC61 of the Development Control Policies Development Plan Document.

- 16 No development shall take place until a scheme detailing the proposed means to prevent material being deposited on the public highway, has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to the proposed development being brought into use, and retained for the life of the development.

Reason:

In order to prevent materials from the site being deposited on the adjoining public highway, in the interests of highway safety and the amenity of the surrounding area, and in order that the development accords with the Development Control Policies Development Plan Document Policies DC61 and DC32.

- 17 No development shall take place until a scheme has been submitted to and approved in writing by the Local Planning Authority detailing the proposed provision and use of electric vehicle charging points on the proposed parking spaces. The approved scheme shall be implemented prior to the approved scheme being brought into use and shall apply to at least 20% of parking spaces.

Reason:

In the interests of sustainable development and in accordance with Policy 5.2 of the London Plan.

- 18 No development shall take place until the applicant has secured the implementation of a programme of archaeological works in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority. The development shall thereafter be undertaken in accordance with the approved scheme.

Reason:

Heritage assets of archaeological interest are likely to survive on the site. The planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development, in accordance with recommendations given by the borough and in NPPF Chapter 12.

- 19 The development shall not be brought into use until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under condition 18, and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason:

Heritage assets of archaeological interest are likely to survive on the site. The planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development, in accordance with recommendations given by the borough and in NPPF Chapter 12.

- 20 No development shall take place until details of the proposed cycle storage arrangements have been submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved details and retained as such for the life of the development.

Reason: In the interests of encouraging sustainable transportation measures and in accordance with Policy DC35 of the Development Control Policies Development Plan Document.

- 21 No development shall take place until a scheme for the control of dust drift has been submitted to and approved in writing by the Local Planning Authority. The operation of the proposed facility shall be undertaken in accordance with the approved details.

Reason:

To protect local amenity and to ensure that the development accords with the Development Control Policies Development Plan Document Policy DC61.

22 The proposed development shall be undertaken in accordance with the ecological mitigation measures referred to in Section 13.11 of the submitted Environmental Statement.

Reason:

To protect the Inner Thames Marshes and Ingrebourne Marshes SSSIs.

23 At no time shall putrescible waste be imported onto the development site.

Reason:

To protect local amenity and to ensure that the development accords with the Development Control Policies Development Plan Document Policy DC61.

24 There shall be no storage of waste material, including Solid Recovered Fuel, or containers on the development site in the open air.

Reason:

To protect local and visual amenity and to ensure that the development accords with the Development Control Policies Development Plan Document Policy DC61.

25 Notwithstanding the provisions of Class A of Part 8 to Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 (as amended), no extension of or alterations to the approved buildings shall be undertaken without the prior written approval of the Local Planning Authority.

Reason:-

To protect the visual amenities of the area and to ensure that the development accords with the Development Control Policies Development Plan Document Policy DC61.

26 No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping, which shall include indications of all existing trees and shrubs on the site, and details of any to be retained, together with measures for the protection in the course of development. All planting, seeding or turfing comprised within the scheme shall be carried out in the first planting season following completion of the development and any trees or plants which within a period of 5 years from completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local Planning Authority.

Reason:

In the interests of visual amenity and in accordance with the Development Control Policies Development Plan Document Policy DC61.

No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

Reason:

To ensure protection of controlled waters by ensuring contaminants that may be present in the ground are not mobilised by the infiltration of surface water.

27 The proposed vehicle parking area shall be provided prior to the proposed development being brought into use and shall be retained for the life of the development.

Reason:

In the interests of highway safety and amenity and in accordance with the Development Control Policies Development Plan Document Policy DC32.

Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason:

To protect controlled waters by ensuring that the risks to groundwater are considered before any piling is undertaken.

Informatives

Reason for Approval

The proposal would be located on land, which already benefits from planning consent for a renewable energy facility that is safeguarded under Schedule 1 of the Joint Waste Development Plan Document for East London. The proposed development would employ a different type of gasification technology, which the applicants consider to be more commercially viable and which would be more efficient in terms of waste to energy output. The proposal would have a higher waste capacity than the approved scheme and therefore provides additional waste capacity over and above what has been safeguarded. The additional waste capacity is not required to meet the waste capacity gap for recovery identified in the Joint Waste DPD and the proposal is therefore considered to be contrary to Policy W2. However, the unneeded additional waste capacity is considered to be relatively modest and the proposed development would provide significant environmental benefits, which it is considered outweigh the proposal being contrary to the Development Plan. The proposal would divert waste away from landfill and would generate a substantial amount of renewable energy. The proposal would generate significantly more renewable energy than the previously approved, and safeguarded, scheme with only a modest increase of waste capacity over and above the approved scheme. It is therefore considered that there are other material considerations that overcome the Departure from the Development Plan.

In terms of the proposal's visual, highway, amenity, and environmental impacts, it is considered that there would not be any significant adverse impacts subject to the use of conditions and the completion of a Section 106 Agreement.

It is considered that the proposal satisfies the relevant criteria of Policies CP11, DC9, DC32, DC34, DC35, DC48, DC50, DC52, DC53, DC55, DC58, DC59, DC61, DC66 and DC72 of the LDF Development Control Policies Development Plan Document. The proposal is considered to be acceptable having had regard to the Development Plan and all other material considerations.

Note: Following a change in government legislation a fee is now required when submitting details pursuant to the discharge of conditions, in order to comply with the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations, which came into force from 06.04.2008. A fee of £85 per request (or £25 where the related permission was for extending or altering a dwellinghouse) is needed.

Archaeology

The development of this site is likely to damage heritage assets of archaeological interest. The applicant should therefore submit detailed proposals in the form of an archaeological project design. The design should be in accordance with the appropriate English Heritage guidelines.

Japanese Knotweed and Giant Hogweed

The applicant could be liable to criminal prosecution under the Wildlife and Countryside Act 1981 (as amended by the Countryside and Rights of Way Act 2000) should they cause a Schedule 9 plant species to grow in the wild. Japanese Knotweed and Giant Hogweed are both listed on Schedule 9 of the Act.

Use of herbicides

Our prior written consent is required for the use of herbicides on or near a watercourse. This is to ensure that the herbicides will not have a detrimental effect on the riverine habitat. A copy of the application form can be found on the following link:
<http://www.environmentagency.gov.uk/homeandleisure/wildlife/31350.aspx>

Flood Defence Consent

Our Prior Written consent is required for any works in, over or within 16 metres of the River Thames under the Thames Byelaws. If the applicant wishes to apply for Flood Defence Consent they should email DCLondon@Environmentagency.gov.uk.

Highways

The Highway Authority requires the Planning Authority to advise the applicant that planning approval does not constitute approval for changes to the public highway. Highway Authority approval will only be given after suitable details have been submitted, considered and agreed. The Highway Authority requests that these comments are passed to the applicant. Any proposals which involve building over the public highway as managed by the London Borough of Havering, will require a licence and the applicant must contact StreetCare, Traffic & Engineering on 01708 433750 to commence the Submission/ Licence Approval process.

Should this application be granted planning permission, the developer, their representatives and contractors are advised that this does not discharge the requirements under the New Roads and Street Works Act 1991 and the Traffic Management Act 2004. Formal notifications and approval will be needed for any highway works (including temporary works) required during the construction of the development.

Dated:



Patrick Keyes
Head of Development and Building Control
London Borough of Havering
Mercury House, Mercury Gardens
Romford RM1 3SL

IMPORTANT - attention is drawn to the notes overleaf

**NOTES IN CONNECTION WITH APPROVAL OF APPLICATIONS SUBJECT TO CONDITIONS
OR REFUSAL OF APPLICATIONS FOR PLANNING PERMISSION**

- (1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or to grant permission or approval subject to conditions, an appeal may be made to the First Secretary of State at the Department for Communities and Local Government in accordance with Section 78 of the Town and Country Planning Act 1990 within six months of the date of this notice. However, if an enforcement notice is subsequently served relating to the same or substantially similar land and development and you want to appeal you must do so within 28 days of the service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from the Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the Planning Inspectorate's web site, www.planning.inspectorate.gov.uk

- (2) When submitting the completed appeal form to the Planning Inspectorate, a copy should be sent to Planning, London Borough of Havering, 7th Floor Mercury House, Mercury Gardens, Romford, RM1 3SL. The First Secretary of State has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise these powers unless there are special circumstances which excuse the delay in giving notice of appeal. The First Secretary of State is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order. Where the decision of the local planning authority is based upon a direction from the First Secretary, it is not the practise to refuse to accept appeals solely because of this direction.
- (3) If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the First Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, a purchase notice may be served on the London Borough of Havering requiring the council to purchase the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.
- (4) In certain circumstances, a claim may be made against the local planning authority for compensation where there has been an appeal or where an application has been referred to the First Secretary, and where planning permission is refused or granted subject to conditions. The circumstances in which such compensation is payable are set out in section 114 of the Town and Country Planning Act 1990.
- (5) The statutory requirements are those set out in section 79(6) of the Town and Country Planning Act 1990, namely Sections 70, 71 and 72(1) of the Act.

You are reminded that Building Regulations approval may also be required for these works. You must contact the Building Control Manager or Building Inspector to confirm if permission is required.

Note: Following a change in government legislation a fee is now required for the request for Submission of details pursuant to discharge of conditions in order to comply with the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations, which came into force from 06/04/2008. A fee of £85 per request (or £25 where the related permission was for extending or altering a dwellinghouse) will be required.

THIRD SCHEDULE

The Owner's covenants to the Council

1 General Environmental Improvement Contribution and Air Quality Contribution

- 1.1 The Owner shall not Commence Development pursuant to the Planning Permission unless and until the General Environmental Improvement Contribution has been paid to the Council **AND FOR THE AVOIDANCE OF DOUBT** any Interest accruing on the General Environmental Improvement Contribution shall be utilised on the purpose for which is was provided
- 1.2 The Owner shall not Commence Development pursuant to the Planning Permission unless and until the Air Quality Contribution has been paid to the Council **AND FOR THE AVOIDANCE OF DOUBT** any Interest accruing on the Air Quality Contribution shall be utilised on the purpose for which it was provided

2 Solid Recovered Fuel

- 2.1 Subject to paragraph 2.2 of this Schedule, the Owner shall accept, process and store only solid recovered fuel as delivered from the Jenkins Lane Plant or the Frog Island Plant.
- 2.2 The Owner may subject to the written approval of the Council (such approval not to be unreasonably withheld or delayed) process solid recovered fuel at the Development from sources other than the Frog Island Plant or the Jenkins Lane Plant:
- 2.2.1 from within the ELWA Area where sufficient quantities of solid recovered fuel cannot reasonably be sourced from the Jenkins Lane Plant or the Frog Island Plant to satisfy the operational capacity of the Development;
- 2.2.2 from outside the ELWA Area where it can be demonstrated that insufficient quantities of solid recovered fuel can reasonably be sourced within the ELWA Area

PROVIDED THAT it shall not be reasonable pursuant to this paragraph 2.2 for the Council to restrict the Owner to sourcing fuel from only the Frog Island Plant or the Jenkins Lane Plant under conditions and in circumstances that materially affect the economic viability of the Development AND PROVIDED FURTHER THAT the Council shall give such economic viability concerns due weight in approving requests to process solid recovered fuel from other sources in accordance with paragraphs 2.2.1 and 2.2.2

3 Conveyor Link

- 3.1 In the event that the Flogas Site ceases to be regulated under the COMAH Regulations the Owner will:
- 3.1.1 use all Reasonable Endeavours to secure and provide the Conveyor Link, which shall include the following:
- (i) the submission of a written proposal to the owner of the Flogas Site detailing:

- the area of land that would be required;
- the works to be carried out in constructing and commissioning the Conveyor Link;
- the hours/frequency that the Conveyor Link would be used;
- any other information that is relevant to the construction and commissioning of the Conveyor Link.

(ii) the discussion of the proposal with the owner of the Flogas Site at a meeting;

(iii) the offer to pay an open market value for the land and rights required to construct and use the Conveyor Link (such offer to be irrevocable for a period of three months) PROVIDED THAT such an offer shall not be required to include any increase in value that could be attributed to the Green Land due to the Development of the Red Land for the purposes authorised by the Planning Permission and PROVIDED IN PARTICULAR that such an offer shall not be required to take any account of any increase in value that would place a premium on the value of the Green Land as a means of preventing Occupation of the Development.

3.1.2 provide the Council with either:

(i) evidence that the Conveyor Link has been secured and the programme/timescales for providing such a Conveyor Link; or

(ii) evidence (including copies of the written proposal, all correspondence, minutes of meetings held, a written offer and any other relevant documentation) that they have used all Reasonable Endeavours to secure and provide the Conveyor Link pursuant to paragraph 3.1, but have been unsuccessful in securing and providing the Conveyor Link due to specified reasons.

3.2 The Owner shall not carry out or procure any development on the Land that would materially render the later construction of the Conveyor Link more difficult or expensive.

4 Riverside Land

4.1 The Owner shall not carry out or procure any development (which shall include lighting and formal landscaping) other than temporary measures as are required to give effect to the Development on the Riverside Land which would prevent or restrict its potential future use as a riverside walk.

5 Travel Plan

5.1 The Owner shall submit a draft Travel Plan to the Council prior to Commencement of the Development and once approved in writing by the Council the Owner shall upon Occupation of the Development comply at all times with the terms of the Travel Plan

6 Local Employment and Training

- 6.1 Prior to Commencement the Owner shall submit for the written approval of the Council the Local Employment and Training Scheme and use Reasonable Endeavours to ensure that the approved scheme is adhered to by contractors during the construction and operation of each phase of the Development and shall provide on reasonable written request from the Council evidence of steps taken to ensure compliance with the scheme.

7 Heat Network

- 7.1 The Owner shall in the construction of the Development undertake such works on the Land as would be sufficient to enable the connection of the Development to a heat network in the area of the Land should one be established
- 7.2 If such a heat network is provided the Owner shall use Reasonable Endeavours to connect the Development to it within two years of being notified in writing by the Council or the Greater London Authority of the completion of the heat network being established.
- 7.3 The Owner shall procure a steam turbine with a steam extraction capability suitable in the Owner's reasonable opinion for the purpose of supplying third party customers or district heating exchangers.

8 Lorry Routing

- 8.1 Prior to Commencement of the Development the Owner shall submit to the Council for approval in writing a Lorry Routing Scheme such scheme to be implemented once approved and adhered to at all times during construction and Occupation of the Development save where it is not reasonable to do so in the event of road works, accidents or other such special circumstances

FOURTH SCHEDULE

Council's Covenants

- 1 The Council hereby covenants with the Owner to ensure that all sums received under the terms of this Deed are used exclusively for the purposes for which they are provided.
- 2 The Council covenants with the Owner that it will on demand repay the balance of such of the General Environmental Improvements Contribution and/or the Air Quality Contribution which has not been expended in accordance with the provisions of this Deed to the Owner upon the expiry of ten years of the date of receipt by the Council together with any interest accrued thereon provided that the period shall be extended if the Council has entered into a contract prior to the expiry of the ten year period until the completion of the contract or payment of the final account under the contract whichever is the later
- 3 At the written request of the Owner and subject to the payment of the Council's reasonable and proper costs and charges in connection therewith, the Council shall provide written confirmation of the compliance of the obligations contained in this Deed.

THE COMMON SEAL of the MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING was hereunto affixed in the presence of:)
)
)

Lyndon Thomas

Authorised Signature

John Burns

Authorised Signature

Signed as a deed by BIOSSENCE (EAST LONDON) LIMITED by)
)

Director

~~Director/Secretary~~

Signed as a deed on behalf of LONDON WASTE AND RECYCLING BOARD by)
)
)

~~Director~~

~~Director/Secretary~~



[Signature]
Neil Ardley

[Signature]

