

**THE EXECUTIVE**

**Tuesday, 2 August 2005**

**Open Reports**

- Agenda Item 8. Peace and Memorial Garden Central Park (Pages 1 - 5)**
- Agenda Item 9. Goresbrook Park Play Equipment (Pages 7 - 12)**
- Agenda Item 10a Thames Gateway Bridge Public Inquiry Submission and Legal Agreement (Pages 13 - 80)**

**Private and Confidential Reports**

- Agenda Item 17. Internal Refurbishment - Interim Phase 2 - Appointment of Constructor Partners (Pages 81 - 89)**  
*Concerns a Contractual Matter (paragraph 7)*
- Agenda Item 18. Renewal of Electrical Passenger Lifts to 5 High Rise Blocks (Pages 91 - 94)**  
*Concerns a Contractual Matter (paragraph 7)*
- Agenda Item 19. Renewal of Electrical Wiring to Domestic Properties (Pages 95 - 102)**  
*Concerns a Contractual Matter (paragraph 7)*

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## THE EXECUTIVE

2 AUGUST 2005

## REPORT FROM THE DIRECTOR OF REGENERATION AND ENVIRONMENT

*This report is submitted under Agenda Item 8. The Chairman will be asked to decide if it can be considered at the meeting under the provisions of Section 100B(4)(b) of the Local Government Act 1972 as a matter of urgency, so as to avoid delay in the commencement of works on site.*

<b>Title: Peace and Memorial Garden Central Park: New Capital Project 2005/06</b>	<b>For Decision</b>
<p><b>Summary:</b></p> <p>The Leader of the Council and Officers have been working on a project to commission the development of a Peace and Memorial Garden in recognition that a space is needed within the Borough to commemorate the civilians who have lost their lives in the many atrocities and hostilities that have happened around the world and closer to home those that have lost their lives, not only in the bombing raids of the Second World War but in terrorist attacks. It is hoped that the Garden will also raise awareness of the millions of people who have suffered tyranny and persecution. The Garden can also be used for educational purposes, to create understanding of why individuals have in the past, and still do, flee from tyranny and conflict and seek asylum away from persecution.</p> <p>The Garden will provide a spot which all residents and visitors of the Borough can visit as an area of quiet reflection.</p> <p>The aim is to have Phase One of the Peace and Memorial Garden ready for opening in January 2006 to commemorate Holocaust Memorial Day.</p> <p>Funding needs to be agreed for the project to be undertaken.</p> <p><b>Wards Affected:</b> Heath Ward</p>	
<p><b>Implications:</b></p> <p><b>Financial:</b></p> <p>The total Capital costs for the elements are £175,000. This could be funded from Revenue underspends in 2004/05 reported to the Executive on 12 July 2005.</p> <p>The anticipated annual Revenue costs will be in the order of £5,000 per financial year, and this can be met from existing Leisure and Community budgets.</p> <p><b>Legal:</b></p> <p>None</p>	

**Risk Management:**

The Director of Regeneration and Environment has set aside appropriate resources have been allocated to ensure delivery of Phase One of this project by 27 January 2006 and completion by September 2006.

**Social Inclusion and Diversity:**

The Race Relations (Amendment) Act 2000 places a requirement on local authorities to make an assessment of the impact of new and revised policies in terms of race equality. Existing policies have already been subjected to impact assessments. This Authority has adopted an approach of extending the impact to cover gender, disability, sexuality, faith, age and community cohesion.

As this report does not concern a new or revised policy there are no specific adverse impacts insofar as this report is concerned.

However, the Garden can be used by people of all ages, beliefs, faiths and disability.

**Crime and Disorder:**

Section 17 of the Crime and Disorder Act 1998 places a responsibility on local authorities to consider the crime and disorder implications of any proposals. In relation to this report the proposals are aimed providing facilities to create community ownership of the area.

**Recommendations**

The Executive is recommended to agree to:

1. The inclusion of £175,000 for the Peace and Memorial Garden in Central Park in the Capital Programme (as profiled in paragraph 3.1.4); and
2. Fund the project from £120,000 of 2004/05 Revenue underspends as reported to the Executive on 12 July 2005 and £50,000 of slippage from other capital projects within the overall Capital Programme (to be identified by the Director of Regeneration and Environment and the Director of Finance).

**Reasons**

To assist the Council in achieving its Community Priorities of *“Raising General Pride in the Borough”*, *“Making Barking and Dagenham Cleaner, Greener and Safer”*, *“Promoting Better Education and Learning for All”* and *“Promoting Equal Opportunities and Celebrating Diversity”*.

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## 1. Background and key objectives

- 1.1 The scheme involves the creation of a Peace and Memorial Garden in Central Park between the Fire Station and Civic Centre. The Garden will be of a high standard with appropriate planting and landscaping broken into three themed sections. The sections will represent Persecution, Despair and Hope. Each section will contain artwork representing the theme and interpretation media. A plan showing the layout of the Garden is attached as Appendix A.
- 1.2 It is intended that Phase One of the Garden will be ready to commemorate Holocaust Memorial Day on 27 January 2006.
- 1.3 Funding will need to be agreed in the 2005/06 financial year to create the Peace and Memorial Garden in Central Park as to date funding has not been secured to deliver these improvements within the existing Capital Programme for the Parks and Green Spaces Strategy. This is the result of other park priorities needing to be addressed first.
- 1.4 **Project Objectives**

The project is aimed at increasing usage and satisfaction levels with the Park and to create a site to commemorate the various atrocities which have taken place around the world in recent years, many of which have affected residents of the Borough.

### Timescale:

#### Peace and Memorial Garden construction, planting and Artwork Phases.

Works	Completion date
Phase One Inception and Feasibility	July / August 2005
Construction and Autumn/ Winter Planting	September / December 2005
Opening ceremony for Phase One	27 January 2006
Phase Two – Spring planting and completion of Phase two Art work.	September 2006

## 2. Relationships with other initiatives and other issues

- 2.1 The Project links into the Council Community Priorities of:
- Making Barking and Dagenham Cleaner, Greener and Safer.
  - Promoting Equal Opportunities and Celebrating Diversity.
  - Raising General Pride in the Borough.
  - Better Education and Learning for All.
- 2.2 The project will also highlight the Council's commitment to community cohesion and new the recently agreed Partnership Community Cohesion Strategy.
- 2.3 The Project also links into the Leisure and Community Services Balanced Scorecard contribution to the high quality of parks and green spaces.

- 2.4 In a Pan-London context this project relates to Office of the Deputy Prime Minister (ODPM) Thames Gateway Objectives – improving the environmental quality and image of the area and provide enhancements to open spaces that will improve the quality of the area to live and to work.
- 2.5 If the decision is not taken to undertake the project not only will the opportunity be lost to provide feature to reduce the ‘green desert’ landscape of the Park but there will be no physical reminder of the loss of civilian lives in the Borough.
- 2.6 The work will not exceed EU Procurement Regulations thresholds and will also be below the £200,000 limit by which Executive approval to seek and accept tenders is required. It is intended that the project will be undertaken by using a mixture of existing Term Contracts, as well as individual quotations in line with the Council’s Constitution (Part D Contracts Rules) for specialist supplies, and the Council’s Parks Maintenance Service,

### 3. Financial Implications

#### 3.1 Capital Issues

- 3.1.2 A sum of £175,000 is required for the project. This could be met from Revenue underspends in 2004/05 reported to the Executive on 12 July 2005 (£120,000) and £55,000 of slippage within the Capital Programme. (Minute 65, 12 July 2005 refers). It should, however, be noted that by using the funds for this purpose will prevent the resources being used on other projects (Capital or Revenue) at a later date.
- 3.1.3 The scheme has been through the Capital Programme Monitoring Office (CPMO) process and it achieved “Four Greens” status.
- 3.1.4 As mentioned above the total Capital costs for the elements are £175,000 and this is inclusive of all fees and contingencies. The anticipated expenditure is shown below.

	<b>2005/06</b>	<b>2006/07</b>	<b>TOTAL</b>
Construction (Fencing and Infrastructure) and Planting	£100,000	£40,000	<b>£140,000</b>
Opening Ceremony and (Artwork Design)	£5,000		<b>£5,000</b>
Art Work (Phase Two)	£5,000	£25,000	<b>£30,000</b>
<b>TOTAL</b>	<b>£110,000</b>	<b>£65,000</b>	<b>£175,00</b>

- 3.1.5 Numerous organisations have been approached for a financial contribution towards the gardens installation and although this scheme is not likely to generate any significant income, any contributions received will reduce the burden on the Capital Programme.

## 3.2 Revenue Issues

3.2.1 As the area will change from mown grass to shrubs and plants the increased Revenue costs for the ongoing maintenance of the new Peace and Memorial Garden area are estimated to be £5,000. This additional maintenance cost will be met through the re-prioritisation of existing maintenance budgets for this by the removal of the rose beds which are located along the southern perimeter of the Park which run parallel with Rainham Road North.

## 4. Consultation

### 4.1 Officers

The following Officers have been consulted on this report and have either raised no objections or have indicated they are happy with the report as it stands.

#### **Corporate Strategy**

Muhammad Saleem, Solicitor to the Council  
Robin Hanton, Corporate Lawyer and Deputy Monitoring Officer  
Bill Coomber, Corporate Equalities and Diversity Adviser

#### **Housing and Health**

Jeff Eslom, Crime and Anti Social Behaviour Unit Manager.

#### **Finance**

Julie Parker, Director of Finance.  
Alexander Anderson, Head of Finance (DRE).  
Tony Middleton, Management Auditor.

### 4.2 Councillors

The following Councillors have been advised of the proposals.

#### **Portfolio holders**

Leader of the Council, Councillor Fairbrass.  
Community Development and Safety Portfolio (Parks), Councillor Geddes.  
Adult Social Services and Lifelong Learning Portfolio (Finance), Councillor Bramley.

#### **Heath Ward Councillors**

Councillors Fairbrass, Kallar and Osborn.

## **Background Papers**

- Executive Report and Minute 65, 12 July 2005. Re: Council's Revenue and Capital Outturn 2004/2005
- Parks and Green Spaces Strategy (May 2003)
- Partnership Community Cohesion Strategy

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## THE EXECUTIVE

2 AUGUST 2005

### REPORT FROM THE DIRECTOR OF REGENERATION AND ENVIRONMENT

*This report is submitted under Agenda Item 9. The Chairman will be asked to decide if it can be considered at the meeting under the provisions of Section 100B(4)(b) of the Local Government Act 1972 as a matter of urgency, so as to avoid delay in the commencement of works on site and expenditure of the funding this financial year.*

<b>Title: Goresbrook Park: New Capital Project 2005/06</b>	<b>For Decision</b>
<p><b>Summary:</b></p> <p>Improvements to Goresbrook Park were originally part of the A13 Artscape Programme and were intended to be undertaken in a number of phases. As a result the end of Single Regeneration Bid funding and high levels of vandalism the remaining works in the scheme were deferred pending a further review of the needs of the Park in association with local residents. Residents and local Councillors are still keen for the improvements to the Park to be undertaken.</p> <p>The project has been through the CPMO process and has obtained “Four Green” status. The project will include provision of perimeter security measures and play equipment, together with a dedicated Play Projects Officer for two years. The Projects Play Office will project manage the scheme as well as build play capacity and develop community ownership of the Park and work on the production of a Park Master Plan and Management Plan for the remainder of the Park to be implemented as part of the rollout of Parks and Green Spaces Strategy Programme 2006/07 onwards.</p> <p><b>Wards Affected:</b> Goresbrook Ward</p>	
<p><b>Implications:</b></p> <p><b>Financial:</b></p> <p>The total Capital costs for the elements are £637,000. This could be funded from the Revenue underspends in 2004/05 reported to the Executive on 12 July 2005. The anticipated annual Revenue costs will be in the order of £8,000 per financial year, and this can be met from existing Leisure and Community budgets.</p> <p><b>Legal:</b></p> <p>None.</p> <p><b>Risk Management:</b></p> <p>The appointment of a Play Project Officer, to act as the project manager for this scheme, and this will provide a dedicated resource to ensure the project is delivered on time and within budget.</p>	

### **Social Inclusion and Diversity:**

The Race Relations (Amendment) Act 2000 places a requirement on local authorities to make an assessment of the impact of new and revised policies in terms of race equality. Existing policies have already been subjected to impact assessments. This Authority has adopted an approach of extending the impact to cover gender, disability, sexuality, faith, age and community cohesion.

As this report does not concern a new or revised policy there are no specific adverse impacts insofar as this report is concerned.

### **Crime and Disorder:**

Section 17 of the Crime and Disorder Act 1998 places a responsibility on local authorities to consider the crime and disorder implications of any proposals. In relation to this report the proposals are aimed at reducing the amount of anti-social behaviour by improving perimeter security to the Park and providing facilities to engage local young people in constructive activity and thus creating a sense of community ownership, especially by young people, of the area.

### **Recommendation**

The Executive is asked to:

1. Agree to the inclusion of the scheme for Goresbrook Park in the 2005/06 Capital Programme, to the sum of £637,000 as profiled in paragraph 3.4.2 and funded as detailed in paragraph 3.1;
2. Note that it is intended to undertake full tendering procedures and to advise, in accordance with Constitution (Contract Rule 3.6), if Councillors wish to be involved with the packaging and specification of the above mentioned contract and decide the nature of their involvement in the subsequent evaluation and award of the contract;
3. Subject to 2 above, to authorise the Director of Regeneration and Environment, in association with the Director of Finance and Solicitor for the Council, to acceptance of the tender(s); and
4. Reprofile the Capital Project for regeneration initiatives of £1m from 2005/06 into 2006/07.

### **Reasons**

To assist the Council in achieving its Community Priorities of *“Raising General Pride in the Borough”*, and *“Making Barking and Dagenham Cleaner, Greener and Safer”*.

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## 1. Background

- 1.1 Goresbrook Park improvements were originally part of the A13 Artscape Programme and the scheme secured external funding (principally SRB funding) for a range of environmental improvements and new teenage facilities in 2001/2002. Phase One improvements were subjected to high levels of vandalism and following receipt of a petition; the Assembly agreed to defer Phase Two of the Goresbrook Park Master Plan and agreed that a revised Master Plan should be developed for the Park. (Assembly Minute 88, 4 February 2004 refers).
- 1.2 Due to the premature ending of the Artscape Programme, further phases of the project were cancelled, and this has enabled a review of what is practical to install in this Park and the needs of the surrounding community. There has also been ongoing demand at the Community Forum and from Ward Councillors to address a number of issues within the Park.
- 1.3 Project Objectives

The key objectives of the Goresbrook Park Project

- Provision of a combined Neighbourhood Exercise Activity Playground (NEAP) / Local Exercise Activity Playground (LEAP) standard playground in the broad area of the existing redundant playground site.
- Appointment of a Play Projects Officer on a fixed-term two-year contract to build play capacity within the Park, consult on design and develop community ownership and undertake infrastructure management for the play area.
- Security Improvements by
  - the closure of two access-points into the Park,
  - the installation of squeeze barriers, knee high railings around the Park boundary to prevent motorcycle access and securing the remainder of the park boundary, which abuts residential properties.
- Production of a Park Master Plan and Management Plan to identify a programme of improvements for the rest of the Park that will be implemented as part of the rollout of Parks and Green Spaces Strategy Programme 2006/07 onwards.

### **Timescale: Play facilities, fencing and infrastructure**

Inception and Feasibility	July / August 2005
Stage 1 Consultation	August / September 2005
Procurement (tenders and use of Term Contractors)	September 2005

Stage 2 Consultation	October / November 2005
Executive and other approvals (if necessary)	October / November 2005
Appointment	November 2005
Construction	December 2005 / January 2006
Completion	March 2006
Handover	Easter 2006

## 2. Policy and Other Issues

- 2.1 The Project has clear links to the Council's Strategic Balanced Scorecard Objectives of meeting customer needs first, providing accessible local services, improving standards, excellence through partnerships and performance and accountability.
- 2.2 The Project also links into the Leisure and Community Services Balanced Scorecard of high quality leisure services, maximise inward investment, increase levels of satisfaction and reducing barriers to participation.
- 2.3 In a Pan-London context this project relates to Office of the Deputy Prime Minister (ODPM) Thames Gateway Objectives – improving the environmental quality and image of the area and provide enhancements to open spaces and local services that will improve the quality of the area to live and to work.
- 2.4 Whilst not a Government Initiative – this project also supports the delivery of the Mayor of London's Children and Young People's Strategy – Making London Better for Children.
- 2.5 If the decision is not taken to undertake the project a major opportunity to revitalise Goresbrook Park as an early scheme within the Parks and Green Spaces Strategy will be lost. If this project is not progressed local people, especially young people will not be able to access free modern play facilities within the Park. In addition ongoing anti-social behaviour issues would continue to be a constraint on restricted Revenue budgets.
- 2.6 The work will not exceed EU Procurement Regulations thresholds and it is intended that the project will be tendered in accordance with Council's Constitution. The contract is anticipated to be of a value which will require Executive approval to tender and acceptance of the tender since individual scheme elements may exceed £200,000. It is intended to undertake full tendering procedures, but in order that the works can start on site at the earliest opportunity and to ensure the expenditure of the funds in the 2005/06 financial year it is recommended that the acceptance of the tenders is delegated to the Director of Regeneration and Environment, in association with the Director of Finance and Solicitor for the Council.

### 3. Financial Implications

3.1 To date funding has not been secured to deliver the works from the original project and additional works to improve security in the Park within the existing Capital Programme for the Parks and Green Spaces Strategy. This is the result of other priorities needing to be addressed first. The £637,000 could be funded from the Revenue underspends in 2004/05 reported to the Executive on 12 July 2005.

3.2 It should however be noted that by using the funds for this purpose will prevent the resources being used on other projects (Capital or Revenue) at a later date.

3.3 The Capital Programme is currently showing a slippage and it is recommended that the £1m project for regeneration initiatives be reprofiled into 2006/07 from 2005/06, to reflect a more realistic spend profile.

#### 3.4 Capital Issues

3.4.1 The scheme has been through the CPMO process and achieved "Four Greens" status.

3.4.2 As mentioned above the total Capital costs for the elements are £637,000 and this is inclusive of all fees, contingencies, recruitment and on-costs. The anticipated expenditure is shown below.

	<b>2005/06</b>	<b>2006/07</b>	<b>2007/08</b>	<b>TOTAL</b>
Play Projects Officer	£20,000	£40,000	£20,000	<b>£80,000</b>
Park Master Plan and Management Plan (inc. consultation):	£15,000	£5,000	£0	<b>£20,000</b>
Play Facilities:	£220,000	£30,000	£0	<b>£250,000</b>
Fencing and Infrastructure:	£282,000	£5,000		<b>£287,000</b>
<b>TOTAL</b>	<b>£537,000</b>	<b>£80,000</b>	<b>£20,000</b>	<b>£637,000</b>

#### 3.5 Revenue Issues

3.5.1 Increased Revenue costs for ongoing playground maintenance and boundary repairs are estimated at £8,000 and will be funded through a re-prioritisation of existing budgets. However, it should be noted that this will reduce the funding available for other maintenance across the Borough's parks.

3.5.2 It is also hoped that efficiency savings maybe generated through a reduction in maintenance and repair spend, mainly as a result in reduction in vandalism, but this can only be quantified at post project completion.

### 4. Staffing Implications

4.1 The Play Projects Officer post will be essential to ensure the delivery of this scheme as there are insufficient resources in house to undertake this work.

4.2 The post is anticipated to be of an S02 grade, subject to job evaluation, and the costs of this post, including overheads, is anticipated to be £40,000 per financial year.

4.3 As the post will be on a fixed-term two year contract there will be no long-term overheads or potential redundancy costs to the Council.

## **5. Consultation**

### **5.1 Officers**

The following Officers have been consulted on this report and are happy with the report as it stands:

Corporate Strategy

Muhammad Saleem, Solicitor to the Council

Robin Hanton, Corporate Lawyer and Deputy Monitoring Officer

#### **Housing and Health**

Jeff Elsom, Crime and Anti Social Behaviour Unit Manager.

#### **Regeneration and Environment**

Maureen Perkins, Head of Human Resources (DRE)

#### **Finance**

Julie Parker, Director of Finance

Alexander Anderson, Head of Finance (DRE)

Tony Middleton, Management Auditor

### **5.2 Councillors**

The following Councillors have been advised of the proposals:

#### **Portfolio Holders**

Lead Member for Regeneration, Councillor Kallar.

Community Development and Safety Portfolio (Parks), Councillor Geddes

Adult Social Services and Lifelong Learning Portfolio (Finance), Councillor Bramley

#### **Goresbrook Ward Councillors**

Councillors Thomas, Porter and Northover.

## **Background Papers**

- Executive Report and Minute 65, 12 July 2005. Re: Council's Revenue and Capital Outturn 2004/2005
- Goresbrook Park A13 Consultation (March 2000)
- Parks and Green Spaces Strategy (May 2003)
- River, Village and Community Action Plan (January 2004)
- Assembly Petition (Minute 88 4 Feb 2004) requested that the Council took action to address anti-social behaviour within the Park.

## THE EXECUTIVE

2 AUGUST 2005

### REPORT FROM THE DIRECTOR OF REGENERATION AND ENVIRONMENT

*This report is submitted under Agenda Item 10. The Chairman will be asked to decide if it can be considered at the meeting under the provisions of Section 100B(4)(b) of the Local Government Act 1972 as a matter of urgency, so as to avoid delay in giving a response to the Office of the Deputy Prime Minister by the deadline.*

<b>Title: Thames Gateway Bridge (TGB) Public Inquiry Submission And Legal Agreement</b>	<b>For Decision</b>
<p><b>Summary:</b></p> <p>This Report considers the current position in respect of the Thames Gateway Bridge (TGB) scheme which is progressing through its statutory processes for securing powers to construct it. A written submission is to be made to the Public Inquiry.</p> <p>Current progress in respect of a proposed legal agreement with Transport for London (TfL) and five local Councils is also described. This agreement proposes the establishment of a Boroughs' Consultative Group (BCG) to keep under review key issues associated with the bridge (tolls, public transport, traffic mitigation measures); and agreement to it should enable any reservations the Council may have previously expressed with respect to the project to be withdrawn.</p> <p><b>Wards Affected:</b> All Wards</p>	
<p><b>Implications:</b></p> <p><b>Financial:</b></p> <p>Ongoing costs of the Borough Consultative Group are yet to be considered. However, these are likely to be nominal, of the order of officer time and a contribution to administrative costs. Any substantive costs will be brought to Councillors for consideration before any commitment is made.</p> <p><b>Legal:</b></p> <p>The terms of the proposed legal agreement have been checked by the Council's Solicitor who has no objections in principle.</p> <p><b>Risk Management:</b></p> <p>None.</p>	

**Social Inclusion and Diversity:**

The Race Relations (Amendment) Act 2000 places a requirement on local authorities to make an assessment of the impact of new and revised policies in terms of race equality. Existing policies have already been subjected to impact assessments. This Authority has adopted an approach of extending the impact to cover gender, disability, sexuality, faith, age and community cohesion.

As this report does not concern a new or revised policy there are no specific adverse impacts insofar as this report is concerned.

**Crime and Disorder:**

Section 17 of the Crime and Disorder Act 1998 places a responsibility on local authorities to consider the crime and disorder implications of any proposals. In relation to this report there are no specific implications insofar as this report is concerned.

**Recommendation(s)**

The Executive is asked to agree that:

1. A written submission be made to the TGB Public Inquiry;
2. The content of the written submission be delegated to the Lead Member for Regeneration for approval;
3. The principles of the legal agreement on offer by Transport for London and the establishment of a Boroughs' Consultative Group (BCG);
4. Any drafting change(s) to the legal agreement be delegated to the Director of Regeneration and Environment for agreement and subject to consultation with the Solicitor to the Council; and
5. The concerns previously expressed in respect of Thames Gateway Bridge.be withdrawn.

**Reasons**

To assist the Council in achieving its Community Priorities of "*Regenerating the Local Economy*", to assist in the good planning of the area and to promote the social, economic and environmental well being of the area; and to make the Borough '*Cleaner, Greener and Safer*'.



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## 1. Thames Gateway Bridge (TGB) Public Inquiry – Written Submission

- 1.1 The Executive considered the TGB scheme last at the Executive of 21 September 2004 in agreeing a response to consultation on the TGB planning application. The Executive agreed to support the scheme in principle; subject to caveats around the tolling associated with the Bridge; public transport; and traffic mitigation.
- 1.2 These observations were referred to the determining authorities for the Planning Application – London Borough of Greenwich and Newham. They in turn later resolved to grant planning permission subject to conditions and Section 106 Agreement. Since then, however, the application was called in by the Secretary of State for determination and a Public Inquiry into TGB commenced on 7 June 2005.
- 1.3 As the Council is not an objector to the TGB it is not considered necessary for the Council to actually appear at the Inquiry and give evidence. The case will be fully put by the scheme promoter (TfL) and others; who will also deal with any objectors' evidence. As such appearance by the Council would be repetitive and could risk being seen as an unhelpful use of the Inquiry Inspector's time.
- 1.4 Instead a written submission is recommended that would expand on the Council's previous observations made in response to the Planning Application. This would include reference to the regeneration benefits of TGB; the new public and other transport opportunities it would offer; and the reduction in severance between communities (due to the River) that would be gained. Such a submission would also help raise the profile of public transport proposals such as East London Transit / Thames Gateway Transit associated with the Bridge.
- 1.5 The submission would be cleared first by the Lead Member for Regeneration before being sent. Full agreement by the Executive to the content of the submission is not considered necessary as it would be elaborating a decision and views previously agreed. It can be sent any time during the Public Inquiry.
- 1.6 The Inquiry is currently scheduled to run until the end of July when it will recess, reconvening in September 2005. Its conclusion date will be contingent on the amount of evidence to be heard.

## **2. Boroughs' Consultative Group (BCG); Transport for London Legal Agreement**

- 2.1 A second matter to consider in respect of Thames Gateway Bridge is the offer by Transport for London to establish a (five) Boroughs' Consultative Group (BCG). This has been done to satisfy the conditions on the planning application imposed by the determining planning authorities (London Borough's of Greenwich and Newham) as well as concerns expressed by other authorities such as London Borough of Barking and Dagenham.
- 2.2 A legal agreement is proposed by TfL for this purpose and a draft is attached as an Appendix to this report. This has been considered by the Solicitor to the Council who has no objections in principle, subject to some minor drafting changes.
- 2.3 Membership of the BCG would comprise the Boroughs of Barking and Dagenham, Bexley, Greenwich, Newham and Redbridge. Its main remit would be to keep under review the tolls regime associated with the Bridge; the public transport strategy; and traffic mitigation measures. Not least it would be able to do so through commissioning surveys and studies for this purpose. It would be able to report its views directly to the TfL Board at least once a year by way of an annual report.
- 2.4 Whilst the BCG would have no direct executive powers, nevertheless its membership and reporting lines to the TfL Board will give it considerable influence. It is considered this is a suitable forum for Boroughs to have an input into decisions as to the tolls regime to be operated over the bridge. This is necessary to help ensure decisions as to tolls are not driven by purely commercial considerations but also take into account matters such as local discounts and the role of tolls in managing traffic levels.
- 2.5 This mechanism will also help keep public transport services and strategy across the Bridge under review, including matters such as the Thames Gateway Transit concept (East London Transit connected to Greenwich Waterfront Transit to form a single integrated system) and tram upgrade. The BCG would also be able to make recommendations on further traffic mitigation initiatives in the light of actual operating experience when the Bridge opens.
- 2.6 The establishment of the BCG would be an unprecedented arrangement for a project of this nature. It will be a key forum in considering and meeting the concerns expressed by this and other Councils. On that basis the Executive is recommended to support in principle the establishment of the BCG.
- 2.7 Whilst the principle of the BCG has been the subject of discussion between TfL and the boroughs, details as to its establishment; administration; ongoing costs etc are yet to be considered. However, these are likely to be nominal, of the order of officer time and a contribution to administrative costs. Any substantive costs will be brought to Councillors for consideration before any commitment is made. Against any such commitment of this nature needs to be weighed the substantial benefits likely to accrue from membership of and participation in the BCG.

- 2.8 While the BCG is the main content of the proposed legal agreement, it also covers other matters that would be beneficial to the Borough such as the education plan; sustainability measures; low emission zone; employment strategy; training; and procurement of goods and services clauses. Other clauses are only of relevance to the London Boroughs of Greenwich and Newham as the planning authorities for the Bridge and the authorities most directly affected by it.
- 2.9 If the Executive is minded to agree the principle of the proposed legal agreement, it is recommended that the previously expressed concerns about the Bridge can also be withdrawn.
- 2.10 The legal agreement attached as the Appendix is the most final as at time of writing this report. There may be drafting changes yet made but these should not substantively alter its content. Accordingly, the Executive is recommended to agree it in principle with any further drafting changes delegated to the Director of Regeneration and Environment to conclude and subject to consultation with the Solicitor to the Council.

### **3. Financial Implications**

- 3.1 Details as to the funding, administration and on costs of the BCG are yet to be determined. These are expected to involve any Officer time and a contribution to administrative expenses and so likely to be absorbed within existing revenue budgets and staff resources.
- 3.2 However any major implications for the Council will be the subject of a further report, notwithstanding Councillors are being recommended to agree the principle of the BCG.

### **4. Regeneration Board**

- 4.1 This matter was considered by the Regeneration Board at its meeting on 28 June 2005. A verbal report on the Board's views will be given at the meeting.

### **5. Consultees**

The following people have seen this report; they have either raised no objection or have confirmed that they are happy with the report as it stands.

#### **Lead Member**

Regeneration (Transport Strategy), Councillor Kallar

#### **Finance**

Alan Russell, Head of Internal Audit

Alex Anderson, Head of Finance (DRE)

#### **Corporate Strategy**

Mohammad Saleem, Solicitor to the Council and Monitoring Officer

Robin Hanton, Corporate Lawyer and Deputy Monitoring Officer

## **Housing and Health**

Jeff Elsom; Crime and Anti Social Behaviour Unit Manager

### **Background Papers.**

- Report to Regeneration Board, 28 June 2005.
- Executive Report, Minute 119; Thames Gateway Bridge – Consultation; 21 September 2004.
- Draft Transport for London/Five Boroughs Legal Agreement, June 2005 (Appendix to this Report).

**APPENDIX A**

**Subject to contract  
Without prejudice**

**DATED \_\_\_\_\_ 2005**

**(1) THE COUNCIL OF THE LONDON BOROUGH OF  
BARKING & DAGENHAM**

**(2) THE COUNCIL OF THE LONDON BOROUGH OF BEXLEY**

**(3) THE COUNCIL OF THE LONDON BOROUGH OF GREENWICH**

**(4) THE COUNCIL OF THE LONDON BOROUGH OF NEWHAM**

**(5) THE COUNCIL OF THE LONDON BOROUGH OF REDBRIDGE**

**(6) TRANSPORT FOR LONDON**

**[DRAFT] AGREEMENT Draft 5**

**relating to Thames Gateway Bridge  
made pursuant to sections 111 of the Local Government  
Act 1972 and section 2 of the Local Government Act 2000**

**Including TfL reworded text for LBG 11-5-05  
and other changes/observations  
made at TfL/Boroughs meeting 13-5-05**

## **CONTENTS**

	<b>Parties</b>
	<b>Recitals</b>
1	<b>Interpretation</b>
2	<b>Condition precedent and Notice</b>
3	<b>Payment of Local Borough Council's Costs</b>
4	<b>London Borough of Greenwich Section 106 Agreement</b>
5	<b>Borough Consultative Group</b>
6	<b>Monitoring and Mitigation surveys (including Air Quality Monitoring)</b>
7	<b>Consultation on Tolling</b>
8	<b>Mitigation Measures (including Congestion Management and Environmental Mitigation Measures)</b>
9	<b>Funding for mitigation surveys and measures</b>
10	<b>Public transport service provision (including Measures to Increase Patronage of Public Transport and Technology Review)</b>
11	<b>Road space exclusively for public transport vehicles</b>
12	<b>Code of Construction Practice</b>
13	<b>Education Plan</b>
14	<b>CCTV Security Cameras</b>
15	<b>Sustainability Measures</b>
16	<b>Low emission zone.</b>
17	<b>Bio-diversity management plan.</b>
18	<b>Riverside Walk and Cycle Track</b>
19	<b>Local Employment and Training (GLLaB</b>
20	<b>Employment Strategy</b>
21	<b>Training</b>
22	<b>Procurement of Goods and Services</b>
23	<b>Public Art</b>
24	<b>Replacement Public Open Space</b>

- 25 **Compensation Landscape Works**
- 26 **Funding of Compensation Landscape Works**
- 27 **Noise Mitigation near Gallions Primary School**
- 28 **Rights of third parties**
- 29 **Notices**
- 30 **Dispute resolution**
- 31 **Local Land Charge**

**Schedule 1 Borough Consultative Group**

**Schedule 2 Monitoring Surveys**

**Schedule 3 Mitigation Measures**

**Schedule 4 Public Transport Development Strategy**

**Schedule 5 Low Emission Zone**

**Schedule 6 Bio-diversity Management Plan**

**Schedule 7 Application of Specific Clauses**

**Schedule 8 Letter from the London Mayor to Cllr Keith dated 20 September 2004**

**Schedule 9 Sustainable Development Policy**

**Schedule 10 Riverside Walk and Cycle Track**





- (3) On 14 December 2004 Greenwich Council resolved at a meeting of the Council's Planning Board to grant the Planning Permission subject to conditions and to TfL entering into an agreement, the Heads of Terms of which were agreed by the Board, through section 106 of the 1990 Act or such other statutory and common law powers as may be appropriate as herein provided. **(All heads in LBG Planning Board Mins to be checked by LBG/HJ to see they are covered in this agreement)**
- (4) On 15 December 2004 Newham Council resolved at a meeting of the Councils Development Control Committee that subject to residents in the whole of the Borough benefiting from the discount scheme for tolls to grant Planning Permission subject to conditions and to TfL entering into an agreement through such statutory and common law powers as may be appropriate as herein provided.
- (5) By a letter dated 19 January 2005 the Secretary of State directed under his powers in section 77 of the 1990 Act that the application should be referred to him instead of being dealt with by the Councils
- (6) In addition to the planning application, TfL has made, and submitted to the Secretary of State for confirmation, the following Scheme and Orders which, if confirmed by the Secretary of State, will authorise the construction, operation and tolling of Thames Gateway Bridge
- the Special Roads and Bridge Scheme;
- the Side Roads Order;
- the Toll Order; and
- the Compulsory Purchase Order.
- (7) The Toll Order, if confirmed by the Secretary of State, will authorise TfL to charge tolls in relation to the main new special road for the period of forty years beginning with the date of its opening subject to the provisions as to the maximum tolls chargeable contained in the Toll Order. The toll regime will provide a means

to manage traffic levels using the bridge and to discourage longer distance trips from using the bridge so ensuring that the objective that the bridge delivers local transport benefits is secured. The toll regime will comprise tolls to be charged to all traffic using the Main New Special Road (with exemptions for certain classes of traffic). Qualifying local traffic will be charged a discounted toll. The level of tolls for different classes of traffic, exemptions, discounts, qualifying criteria for discounts and definition of the area benefiting from discounts will be subject to consultation with the Local Borough Councils as set out in this agreement excepting that it is already agreed that residents of the whole of the London Borough of Newham will be eligible for discounted tolls.

- (8) TfL have promoted a traffic management order under the provisions of the Road Traffic Regulation Act 1984 (as amended), the intention of which is inter alia to regulate the classes of traffic permitted to use the Main New Special Road and the lanes reserved for public transport which run alongside.
- (9) The purpose of this Agreement is make provision for TfL to consult the Local Borough Councils on matters relating to the tolling regime and traffic impacts of Thames Gateway Bridge and to related public transport service provision, and to provide a mechanism for determining appropriate monitoring and mitigation measures to manage the impacts of the Thames Gateway Bridge as envisaged by the Mayor of London in a letter dated 20 September 2004 to Councillor Keith attached to this agreement as Schedule 8
- (10) The Local Borough Councils have sought, and TfL agrees, that, as regards those matters, TfL will -
  - (a) undertake consultation at a time when any proposals are still at a formative stage;
  - (b) give sufficient reasons for particular proposals to allow those consulted to give intelligent consideration and an intelligent response;
  - (c) give adequate time for consideration and response; and

- (d) conscientiously take into account the product of consultation when the ultimate decision in question is taken.
- (11) TfL shall give due consideration to any matter, recommendation or representation which may from time to time be referred or made to TfL by the BCG relating to the traffic impacts and tolling regime of Thames Gateway Bridge and the public transport provision across the Thames Gateway Bridge whether or not the BSG has been consulted by TfL on the matter, recommendation or representation so referred or made.
- (12) TfL has agreed to enter into this Agreement, accepting that the same is fairly and reasonably related in scale and kind to the TGB development.
- (13) Excepting for the London Borough of Newham this Agreement is made under section 2 of the Local Government Act 2000 and section 111 of the Local Government Act 1972 and all other powers enabling. The London Borough of Newham enters into this Agreement under Section 106 of the Town and Country Planning Act 1990 in respect of affected land as set out in Schedule 2.
- (14) This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supercedes any prior agreements and understandings whether oral or written with respect to its subject matter. For the avoidance of doubt nothing in this Agreement shall prevent any of the Local Borough Councils from exercising any of their rights to object to any changes in the operations of the Thames Gateway Bridge in accordance with the statutory procedures, if any, used to give effect to TfL proposals.

**IT IS HEREBY AGREED AS FOLLOWS: -**

**1. Interpretation**

1.1 In this Agreement (unless the context otherwise requires) –

“**the 1990 Act**” means the Town and Country Planning Act 1990 and any Act for the time being in force amending or replacing the same

**“BCG”** means the Boroughs Consultative Group referred to in Clause 5 and Schedule 1

**“Bio-diversity Management Plan”** means the plan details of which are to be approved by the Councils pursuant to Clause 15 hereof to include the matters set out in Schedule 6

**“Business Day”** means a day other than a Saturday, a Sunday, a Bank Holiday, or a Public holiday in England and Wales or the period between 24 December and 1 January inclusive

**“CCTV cameras”** means the closed circuit television security cameras or means of capturing and recording images to be provided by TfL

**“Concessionaire”** means the person to be appointed by TfL to design finance construct and operate Thames Gateway Bridge under a concession agreement with TfL

**“the Compulsory Purchase Order”** means the A2012 GLA Road (Thames Gateway Bridge) Compulsory Purchase Order 2004 made by TfL on 12 August 2004;

**“the Councils”** means the Councils of the London Boroughs of Greenwich and Newham;

**“the Date of Opening”** means the date that the Thames Gateway Bridge is first open for use

**“the Development”** means the construction of the Thames Gateway Bridge pursuant to the Planning Permission

**“the Director”** means the Director of Strategic Planning for the time being of the London Borough of Greenwich or such other officer of the London Borough of Greenwich as it may notify to TfL

**“Education Plan”** means the education plan referred to in Clause 22

**“Full Cost”** means the cost paid to contractors under a valid contract for carrying out the respective works

**“implement” and “implemented” and “implementation”** means the carrying out [on the Land] of a material operation including change of use as defined in section 56(4) of the 1990 Act comprised within the Development

**“Implementation Date”** means the date that the Planning Permission is implemented

**“the Local Borough Councils”** means the Councils of the London Boroughs of Barking and Dagenham, Bexley, Greenwich, Newham and Redbridge;

**“Low Emission Zone Controls”** shall mean the controls and method of enforcement set out in Clause 14 and Schedule 5 of this Agreement to be applied by TfL within [the Land ] and the Low Emission Zone shall be construed accordingly

**“the Main New Special Road”** means the main new special road to be provided by TfL in pursuance of, and as described in Schedule 1 to the Special Roads and Bridge Scheme;

**“OJEU Notice”** means the notice in the Official Journal of the European Union (or any replacement thereof) seeking tenders to construct the Thames Gateway Bridge

**“the Planning Applications”** means the applications for planning permission for the construction of a new bridge, which would provide a four-lane dual carriageway, two lanes in each direction, for general highway traffic between the A13/A406 at Beckton and the A 2016 in Thamesmead, and two segregated lanes for public transport and a segregated facility for pedestrians/cyclists submitted to the Principal Councils

**“the Planning Permission”** means planning permission granted by the Secretary of State pursuant to the Planning Application

**“Public Open Space”** means the area of open space shown coloured green on Plan 2

**“Public Transport Development Strategy”** means a strategy to be submitted by TfL to the Councils pursuant to Clause 10 and which shall include the matters out in Schedule 4

**“Public Transport Vehicles”** means **Definition to be provided by TfL**

**“Reasonable Endeavors”** means.... **Definition to be provided by LBN/BC**

**“Riverside Walk and Cycle Track”** means the provision of a riverside walk and cycle track by TfL adjacent to the River Thames and comprising a 3 metre segregated footpath and a 3 metre segregated cycleway as shown coloured red on Plan 2 [and which forms part of the Thames Cycle Route referred to in policy M31 in the Council’s second deposit draft Unitary Development Plan]

**“Riverside Walk and Cycle Track Specifications”** shall mean detailed specifications and drawings (including hard and soft landscaping, seating and lighting) in respect of the Riverside Walk and Cycle Track

**“the Section 106 Agreement”** means an agreement made pursuant to section 106 of the 1990 Act or such other legislation as may have succeeded it in the form of this agreement

**“the Side Roads Order”** means the A2012 GLA Road (Thames Gateway Bridge) (Side Roads) Order 2004 made by TfL on 5 August 2004;

**“the Special Roads and Bridge Scheme”** means the A2012 GLA Road (Thames Gateway Bridge) Special Roads and Bridge Scheme 2004 made by TfL on 5 August 2004;

**“Thames Gateway Bridge”** means the scheme for which TfL have made application for planning permission to the London Boroughs of Newham and Greenwich

**“the Toll Order”** means the A2012 GLA Road (Thames Gateway Bridge) Toll Order 2004 made by TfL on 5 August 2004 and references to “the Toll Order” include references to the Toll Order as varied by any order made under section 11 of the New Roads and Street Works Act 1991;

**“the tolling regime”** means all matters relating to the definition of tolls and eligibility for discounts and exemptions, including the levels of tolls chargeable in respect of each description of vehicles using the main new special road, any discounts and the boundaries within which they will apply and any exemptions;

**“tolls”** means tolls chargeable under the Toll Order.

- 1.2 In this Agreement (unless the context otherwise requires) any reference to TfL includes a reference to any subsidiary of TfL (which expression shall have the same meaning as in the Companies Act 1985).
- 1.3 Schedule 7 to this Agreement sets out those clauses which shall have effect in respect of each of the Local Borough Councils.

**LBN/HJ to add “boiler plate” clause somewhere to set out the scope for each to Council to enforce parts of the agreement as they apply to their Borough**

- 1.4 Where in this Agreement reference is made to a clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Agreement or in the case of a plan a plan annexed to this Agreement
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

- 1.6 Words importing masculine gender include the feminine and neuter genders and words denoting persons include companies corporations and firms and all such words shall be construed interchangeably in that manner
- 1.7 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof 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 thereunder or deriving validity therefrom
- 1.8 Headings contained in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of this Agreement to which they relate

## 2. **Condition precedent and Notices**

- 2.1 Except for the provisions in Clauses [?? ] this Agreement shall not come into effect unless and until the earlier of:-
- (a) the Secretary of State grants the Planning Permission, or
  - (b) TfL publishes the OJEU notice
- and shall be rendered null and void if planning permission for the Thames Gateway Bridge is not granted or there is a decision by TfL not to construct it. In the event that the Secretary of State grants Planning Consent but that the scheme so consented is materially different from the proposal considered by the Councils, the parties to this Agreement undertake to review the implications of that change and amend this Agreement accordingly.
- 2.2 TfL undertakes to the Local Borough Councils to serve written notice upon the Local Borough Councils advising them of the Planning Permission within 5 Business Days of the grant of the same



2.3 TfL covenants with the Local Borough Councils that upon implementation of the Planning Permission TfL shall give notice to the Local Borough Councils in writing that the Planning Permission has been implemented within 5 Business Days of the same

2.4 TfL covenants with the Local Borough Councils to serve written notice upon the Local Borough Councils of the date that the Thames Gateway Bridge is first open for use no later than 5 Business Days after the same

### 3. **Payment of the Councils' costs in respect of this agreement**

3.1 It is agreed that the TfL shall pay on completion hereof:

3.1.1 the reasonable costs of the Local Borough Councils in connection with the preparation of this Agreement in the sum of £[ ], and **All Boroughs to provide estimates to LBG to collate and include figures in blank.**

3.1.2 the sum of £[ ] towards the Local Borough Councils' costs and expenses of monitoring compliance with the terms of this Agreement. **Ditto**

### 4. **London Borough of Greenwich Section 106 Agreement**

4.1 TfL covenants with the Council of the London Borough of Greenwich:-

4.1.1 that as soon as TfL acquires sufficient title in the relevant land in the administrative area of the London Borough of Greenwich TfL will enter into the Section 106 Agreement repeating the terms of this Agreement as they apply to the London Borough of Greenwich adjusted as necessary to suit the circumstances then obtaining as agreed between TfL and the London Borough of Greenwich

4.1.2 not to implement the Planning Permission or permit the Planning Permission to be implemented, nor to dispose of any land acquired by TfL for the purposes of the construction of the Thames Gateway Bridge, until such time as TfL shall have entered into the Section 106 Agreement

4.1.3 not to use its powers (or their existence) in any way that might cause or facilitate the transfer of any relevant land to any party other than TfL or the London Borough of Greenwich without it being subject to the Section 106 Agreement

## 5. **Borough Consultative Group**

5.1 A group, to be known as the Boroughs Consultative Group (BCG), will be established by the Local Borough Councils as soon as possible after this agreement comes into force to keep under review and to advise upon matters relating to the tolling regime, traffic effects, and public transport services related to Thames Gateway Bridge.

5.2 The representation and draft Terms of Reference for the BCG are set out in Schedule 1 to this Agreement but will be subject to the agreement of and confirmation by the BCG in consultation with TfL.

5.3 If so requested by the BCG, TfL shall send a senior officer or officers to attend any meeting of the BCG provided that 10 business days' notice of the date and venue of the meeting is given to TfL.

5.4 The BCG shall communicate its formal responses to with TfL through its Chair, with operational matters being communicated through a delegated officer.

5.5 TfL shall not be concerned with any defect in the appointment of the Chair or relating to the constitution or procedures of the BCG. **TfL to consider if this text can be deleted and to provide WORDS ABOUT COMMUNICATIONS to extend or replace the clause.**

- 5.6 TfL covenants with the Local Borough Councils that when the annual report of the BCG is received it will be placed on the agenda of the next available meeting of the TfL Board.
- 5.7 TfL covenants with the Local Borough Councils to require the appointed Concessionaire to use its reasonable endeavors to co-operate to give effect to any recommendation of the BCG which has been agreed by TfL.
- 5.8 Where TfL, acting in its absolute discretion, determines not to give effect to any recommendation of the BCG then TfL shall give its reasons in writing, to the Local Borough Councils within 21 Business Days of that determination.
6. **Monitoring and Mitigation Surveys (including Air Quality Monitoring)**  
**(Should Air Quality be included if the monitoring stations are to be provided separately from the £11.4m budget as implied under PPS 23? Consider after LBG/AW has provided his revised text for AQ and LEZ)**
- 6.1 During the entirety of the period that tolls are charged for the use of the main new special road under the Toll Order, TfL shall use its reasonable endeavors to secure that TfL or the Concessionaire appointed for Thames Gateway Bridge -
- 6.1.1 carries out surveys of the use of the Thames Gateway Bridge in accordance with the monitoring scheme set out in Schedule 2 to this Agreement to ascertain and assess the volumes and patterns of traffic using the bridge by category and the use of the bus, pedestrian and cycle facilities to inform decisions on tolling and public transport services.
- 6.1.2 prepares and sends to the BCG reports setting out the results of surveys carried out under paragraph 6.1.1 (including access when so requested to the detailed underlying data ) and the conclusions reached by TfL.
- 6.2 TfL will fulfill the requirements of paragraph 6.1 at its own cost.
- 6.3 The BCG and TfL shall make arrangements for –

- 6.3.1 joint surveys or forecasts to be carried out, during the period commencing when this Agreement comes into force and ending ten years after the opening of the Main New Special Road, by an expert agreed between them of the impact of traffic on the highway network (including any GLA roads) and adjacent areas north and south of Thames Gateway Bridge
- 6.3.2 the establishment and operation not less than ? automatic air quality monitoring stations to a standard and at locations to be proposed by a suitably qualified expert and agreed by the BCG and TfL;
- 6.3.3 reports to be prepared by the relevant experts setting out the results of the surveys or traffic forecasts and any conclusions reached and, in particular identifying-
- (a) any material changes in traffic patterns which have been caused by the opening of Thames Gateway Bridge or any changes in traffic patterns which are predicted will be caused by the opening;
  - (b) any material adverse traffic or safety impact on any highway (including any GLA road), or adverse environmental effect (including air quality), within the area of any of the Boroughs which is, or is predicted to be due to any such changes in traffic patterns and
  - (c) any measures which would mitigate the adverse traffic or safety impact, or adverse environmental effect, which has been identified or predicted.
- 6.3.4 reports under paragraph 6.3.3 above to be prepared and submitted to BCG and TfL
- (a) in the period commencing when this Agreement comes into force to the date of the opening of the Main New Special Road, at such time or times as may be agreed between the BCG and TfL;

- (b) in the period of twelve months beginning with the date of the opening of the Main New Special Road, not less than every three months; and
- (c) after that period, not less than once a year or at any other time agreed by the parties until ? years after the opening of the Main New Special Road
- (d) with access when so requested to the detailed underlying data

6.4 The costs of surveys and reports prepared under the terms this paragraph 6.3 shall be met in accordance with paragraph 9 below

## 7. **Consultation on Tolling**

7.1 Not less than 13 weeks before -

7.1.1 issuing the invitation to tender for the construction and operation of Thames Gateway Bridge; or

7.1.2 entering into the contract with the concessionaire for the construction and operation of Thames Gateway Bridge; or

7.1.3 the opening of the Main New Special Road; or

7.1.4 making any changes to the tolling regime;

TfL shall serve on the Local Borough Councils a notice setting out the details of the proposed tolling regime or the proposed change and inviting the BCG to make comments on those proposals within a period specified in the notice, not being less than 6 weeks.

7.2 The BCG may make recommendations or representations to TfL as regards the proposed tolling regime or proposed change and TfL shall give due consideration

to any such reasonable recommendation or representation made by the BCG within the period specified in the notice.

7.3 The BCG may also offer recommendations or representations on the tolling regime at any other time.

7.4 In considering the reports referred to in 6.3.3 above, the BCG may make recommendations to TfL regarding changes to the tolling regime.

7.5 The requirements contained in this clause to consult on the tolling regime shall continue until such time as tolls are no longer charged in respect of the main new special road under the Toll Order.

7.6 It is agreed between the parties that residents of the whole of the area of the London Borough of Newham will qualify for discounted tolls in accordance with the tolling regime.

8. **Mitigation Measures (including congestion management and environmental mitigation measures) (LBG and TfL still considering how best to cover the issues relating to the statutory duty to prepare congestion management plans)**

8.1 The BCG may, within the period commencing when this Agreement comes into force and ending ten years after the date of the opening of the Main New Special Road, propose to TfL any mitigation measures in respect of which the following criteria are satisfied -

8.1.1 that an adverse traffic or safety impact on any highway (including any GLA road), or adverse environmental effect, within the area of any of the Local Borough Councils has been identified and that impact is due to changes in traffic patterns caused by the opening of Thames Gateway Bridge; or

8.1.2 that the BCG reasonably predict that an adverse traffic or safety impact on any highway (including any GLA road), or adverse environmental effect,

within the area of any of the Local Borough Councils due to predicted changes in traffic patterns which are predicted will be caused by the opening of Thames Gateway Bridge will take place when Thames Gateway Bridge opens; and

- 8.1.3 that the proposed mitigation measure will mitigate the adverse traffic or safety impact, or adverse environmental effect, which has been identified or predicted.
- 8.2 TfL may, within the period commencing when this Agreement comes into force and ending ten years after the date of the opening of the Main New Special Road, propose to the BCG any mitigation measures in respect of which the following criteria are satisfied -
- 8.2.1 that an adverse traffic or safety impact on any GLA road, or adverse environmental effect, within the area of any of the Local Borough Councils has been identified and that impact or effect is due to changes in traffic patterns caused by the opening of Thames Gateway Bridge; or
  - 8.2.2 that TfL reasonably predicts that an adverse traffic or safety impact on a GLA road, or adverse environmental effect, within the area of any of the Local Borough Councils due to predicted changes in traffic patterns which are predicted will be caused by the opening of Thames Gateway Bridge will take place when Thames Gateway Bridge opens; and
  - 8.2.3 that the proposed mitigation measure will mitigate the adverse traffic or safety impact, or adverse environmental effect, which has been identified or predicted.
- 8.3 The parties shall use all reasonable endeavors to reach agreement on whether the criteria set out in paragraphs 8.1 or 8.2 above have been satisfied as respects a proposed mitigation measure but, in default of such agreement, the question may be referred on the agreement of both parties to the dispute resolution procedure under paragraph 30.1 below.

8.4 Where mitigation measures proposed by the BCG under paragraph 8.1 above or by TfL under paragraph 8.2 above are agreed by the relevant parties (or determined under paragraph 30.1 below) before the opening of Thames Gateway Bridge;

8.4.1 TfL and the Local Borough Councils shall use their reasonable endeavors to ensure that the measures shall be carried out prior to the opening of Thames Gateway Bridge;

8.4.2 the measures shall be carried out if TfL so require, by such person as TfL may appoint;

and shall be paid for as provided in paragraph 9 below.

**(additional text needed to refer to the “Boiler-plate” clause – see 1.3?)**

8.5 In any other case where mitigation measures proposed by the BCG under paragraph 8.1 above or by TfL under paragraph 8.2 above are agreed (or determined under paragraph 30.1 below), the measures shall, unless otherwise agreed between TfL and the Borough in whose area the highway or land is situated, be carried out

8.5.1 if they are measures with respect to a GLA road or land, by TfL; or

8.5.2 if they are measures to any other highway or land by the Borough in whose area the highway or land is situated;

and shall (in all cases) be paid for as provided in paragraph 9 below.

8.6 TfL covenants with the Local Borough Councils

8.6.1 that subject to clause 8.6.2 below, the list of mitigation measures contained in Part 1 of Schedule 3 complies with the requirements of paragraphs 8.1 or 8.2 above and if not already implemented will be implemented in accordance with the requirements of paragraph 8.4 above.



- 8.6.2 the list of mitigation measures contained in Part 1 of Schedule 3 represents the best available information at the time of the preparation of this Agreement. However boroughs may propose that schemes located in that borough may be deleted from that schedule and if so their deletion will be subject to the approval of the BCG and TfL.
- 8.6.3 that the list of indicative monitoring/mitigation measures contained in Part 2 of Schedule 3 will be considered in accordance with paragraphs 8.1 and 8.2 above but for the avoidance of doubt will not comprise the exclusive list of measures to be considered under these paragraphs.
- 9. Funding for mitigation surveys and measures**
- 9.1 TfL will make available a sum not exceeding the relevant amount to be applied in defraying the following costs -
- 9.1.1 the cost of carrying out surveys and preparing reports under paragraph 6.3 above;
- 9.1.2 any additional surveys, monitoring or studies that may be necessary to establish whether the criteria in paragraph 8.1 or 8.2 above have been satisfied as respects any proposed mitigation measure;
- 9.1.3 the cost of carrying out qualifying mitigation measures contained in Part 1 of Schedule 3 or proposed by the BCG and agreed by TfL within the period commencing when this Agreement comes into force and ending ten years after the date of the opening of Thames Gateway Bridge under paragraph 8.1 above or proposed by TfL within that period under paragraph 8.2 above or determined under paragraph 30.1 below.
- 9.2 The relevant amount mentioned in paragraph 9.1 above is £11.4 million; (but subject to paragraphs 9.3 and 9.4 below)
- 9.3 For each financial year, commencing on 1 April 2005, the remaining relevant amount shall be calculated in accordance with the formula set out in 9.4 below to

reflect expenditure incurred in defraying the costs mentioned in paragraph 9.1 above during the previous financial year and changes in price levels.

9.4 The formula is -

$$\text{RRA} = (\text{PRA} - \text{EDY}) \text{ multiplied by } [x/y]$$

Where -

RRA is the Remaining Relevant Amount for the financial year in question;

PRA is the Previous Relevant Amount equal to the RRA calculated for the previous financial year or, in the case of the financial year beginning 1 April 2005, £11.4m;

EDY is the expenditure (if any) incurred in defraying the costs mentioned in paragraph 12.1 above during the previous financial year;

$x$  is the index published in the December immediately preceding the financial year in question; and

$y$  is the index published in the December 12 months prior to the index  $x$  above or, for the financial year beginning 1 April 2005, the index published in July 2004.

9.5 If the relevant amount mentioned in paragraph 9.2 above is not fully expended or committed in defraying the costs mentioned in paragraph 9.1 above after the expiry of ten years after the opening of Thames Gateway Bridge, the balance shall be available for TfL to use for whatever purpose.

9.6 In this paragraph -

“index” means the monthly United Kingdom Baxter Index of Civil Engineering Prices published by the Federation of Civil Engineering Contractors, or any successors from time to time of that index;

“financial year” means a period of 12 months commencing with 1 April in any year; and

“qualifying mitigation measure” means a mitigation measure in respect of which it is agreed (or determined under paragraph 30.1 below) that the criteria in paragraphs 8.1 or 8.2 above are satisfied.

**10. Public transport service provision (including measures to increase PT patronage and technology review)**

10.1 TfL covenants with the Local Borough Councils that prior to the Implementation Date TfL shall submit to the BCG the Public Transport Development Strategy which shall contain as a minimum the provisions set out in Schedule 4 and which shall cover a period of 10 years from the Date of Opening

10.2 The BCG shall consider the Public Transport Development Strategy and give its views and recommendations to TfL within 46 Business Days of the date of its submission to the BCG.

10.3 TfL covenants with the Local Borough Councils that it shall review the Public Transport Development Strategy one year after the Date of Opening and every three years thereafter until the expiry of ten years following the opening of Thames Gateway Bridge and submit findings to the BCG. The said review shall include:-

- (a) all the matters that are referred to in Schedule 4; and
- (b) any matters of concern regarding the operation of public transport services which are referred to TfL by the BCG.

10.4 TfL covenants with the Local Borough Councils that on the date when this agreement comes into effect or on such other date as maybe agreed in writing with the Local Borough Councils TfL shall in consultation with the Local Boroughs Councils commission a report to consider:-

- 10.4.1 whether the dedicated public transport lanes comply with the duties imposed upon the Mayor in that they provide or secure the provision of public passenger transport services within the local area and this part of Greater London [section 173 Greater London Authority Act 1999].
- 10.4.2 whether the provision of the dedicated transport lanes are consistent with the Mayor's duty to develop and implement policies for the promotion and encouragement of safe, integrated, efficient, and economic transport facilities [section 141 Greater London Authority Act 1999].
- 10.4.3 how the provision of the dedicated public transport lanes contribute to the Mayor's transport strategy for road based modes of public transport for the Thames Gateway area.
- 10.5 TfL covenants with the Local Borough Councils to submit the report referred to in clause 10.4 to the BCG within 5 Business Days of TfL receiving the same for consideration and comment and to give full consideration to the said report and comments.

11 **Road space exclusively for public transport vehicles**

11.1 TfL covenants with the Local Borough Councils:-

- 11.1.1 that TfL, its successors in title and agents, and the appointed concessionaire shall guarantee that two vehicle lanes (of not less than 7m combined carriage way width) shall be constructed in accordance with the application for full planning permission under application reference number 04/1800/F and as shown on drawings TBTGRC/P1/HIG/034 and 035 described as proposed public transport lane which will be used for public transport vehicles crossing the Thames Gateway Bridge. Provided that this shall not preclude use by emergency and works vehicles on any

occasion for fire brigade, ambulance, police and maintenance purposes in relation to the public transport lanes.

- 11.2 the public transport vehicle lanes referred to in this clause ? shall extend on and beyond the bridge to a point where they make connection to a public highway which is either a TLRN Road or a strategic road designated by TfL under section 60 of the Traffic Management Act 2004. **Does this make sense – does it preclude general traffic from local highways ?**
- 11.3 In this clause “public transport vehicles” shall mean any of those classes of vehicle which is described as being for public transport use within the Traffic Regulation Order made by TfL on the [date]. **Defined term ?**
- 11.4 that TfL having made the Traffic Regulation Order regulating the classes of traffic that can use the dedicated public transport lanes across the Thames Gateway Bridge TfL will carry out a review of the Traffic Regulation Order prior to the opening of the bridge to ensure that the Traffic Regulation Order continues to limit the use of the public transport lanes to satisfying local public transport need.

## 12 **Code of Construction Practice**

- 12.1 Prior to the commencement of construction of the TGB project TfL undertakes to submit to the Councils for approval a detailed Code of Construction Practice.
- 12.2 The Code of Construction Practice shall include but will not be limited to;
- 12.2.1 the routing of construction traffic
  - 12.2.2 noise mitigation, in particular with relation to out of hours works, noise insulation and rehousing
  - 12.2.3 dust mitigation, including the use of paved haul roads
  - 12.2.4 characteristics of construction plant to be used on the project

## 13. **Education Plan**

- 13.1 TfL shall, not later than the commencement of the construction of the TGB project, prepare and submit in writing to the Local Borough Councils for approval an Education Plan relating to the construction of TGB, including a time table for implementation of the Plan.
- 13.2 The Education Plan shall include proposals relating to -
- 13.2.1 the making of presentations to local schools and colleges;
  - 13.2.2 the making available to local schools and colleges, and putting on the Internet, of information relating to the progress of work on the construction of the TGB project; and
  - 13.2.3 the making of arrangements for groups of schoolchildren, students and other members of the public to view the construction site of the TGB project as the construction progresses so far as is reasonably practicable having regard to the interests of health and safety.

#### 14 **CCTV Security Cameras**

- 14.1 TfL covenants with the Councils at its own expense to:-
- 14.1.1 submit to the Councils for agreement details of CCTV security cameras or other monitoring equipment to adequately monitor the pedestrian and cycle lanes on the bridge and its approaches. Such details to include the facility for the images to be routed into the Council's own control rooms subject to the agreement of suitable protocols for such routing.
  - 14.1.2 install prior to the Date of Opening the CCTV security cameras agreed by the Councils under Clause 14.1.1 to the reasonable satisfaction of the Councils

14.1.3 maintain the CCTV security cameras in working order, to monitor them and (if requested) make available to the Councils for viewing as soon as practicable recent recordings made using the CCTV system

**15. Sustainability Measures**

15.1 TfL covenants to co-operate with the Local Borough Councils in pursuit of the Local Borough Councils sustainable development responsibilities as set out in Schedule 9.

**16. Low emission zone (May need to put back in something on Air Quality – LBG/AW to prove appropriate text for Air Quality and LEZ.)**

16.1. TfL covenants with the Councils that it shall:

16.1.1 at the same time as it submits the first application for approval of reserved matters details to the Councils pursuant to the Planning Permission, TfL will submit to the Councils for approval details of the Low Emission Zone which shall accord with any London wide low emission zone as may be proposed by the Mayor and of the Low Emission Zone Controls together with a programme for implementation of the Low Emission Zone and the Low Emission Zone Controls all within the terms set out in Schedule 5;

16.1.2 implement the Low Emission Zone and the Low Emission Zone Controls in accordance with the details and the programme approved under Clause 16.1.1 to the reasonable satisfaction of the Councils and thereafter keep implemented the Low Emission Zone and the Low Emission Zone Controls at all times to the reasonable satisfaction of the Councils, subject to any variation of the Low Emission Zone and/or the Low Emission Zone Controls;

**17. Bio-diversity management plan (LBG/HJ to provide new wording if any)**

17.1 TfL covenants with the Councils that it shall

17.1.1 prior to the Implementation Date submit to the Councils for approval full details of a Bio-diversity Management Plan and a programme for its implementation (and the said plan shall include the matters set out in Schedule 6 and TfL shall use all reasonable endeavours to agree with GLA, English Nature, PLA, and the Environment Agency the said details prior to submitting them to the Councils ) and

17.1.2 implement the Bio-diversity Management Plan in accordance with the details and the programme approved by the Councils to the reasonable satisfaction of the Councils and thereafter keep implemented the Bio-diversity Management Plan at all times to the reasonable satisfaction of the Councils

## **18 Riverside Walk and Cycle**

18.1 TfL covenants with the London Borough of Greenwich that it shall at its own expense:

18.1.1 prior to the Implementation Date submit to the London Borough of Greenwich for approval the Riverside Walk and Cycle Track Specifications and not to commence the works for the Riverside Walk and Cycle Track until the Riverside Walk and Cycle Track Specifications have been approved by the London Borough of Greenwich;

18.1.2 give at least 20 Business Days prior written notice to the London Borough of Greenwich of its intention to commence the works for the construction of the Riverside Walk and Cycle Track and the date of commencement of these works;



18.1.3 as soon as practicable and in any event no later than the Date of Opening construct the Riverside Walk and Cycle Track in a proper workmanlike manner in accordance with the approved Riverside Walk and Cycle Track Specifications and the provisions set out in Schedule 10 to the reasonable satisfaction of the London Borough of Greenwich;

18.2 It is agreed between TfL and the London Borough of Greenwich that upon completion of the construction of the Riverside Walk and Cycle Track to the reasonable satisfaction of the London Borough of Greenwich TfL shall dedicate the Riverside Walk and Cycle Track as public highway for use by pedestrians to pass and repass on foot and (as regards the cycle lane) for passing and re-passing by bicycle which shall be open to the public at all times of the day on every day throughout the year and under which the Riverside Walk and Cycle Track shall be come maintainable at the public expense subject to:

- (a) a maintenance period of 12 months following its completion during which TfL shall be responsible for its maintenance and for making good all defects or damage to it which may occur, to the reasonable satisfaction of the London Borough of Greenwich;
- (b) the reinstatement and making good of any defects or damage to it by TfL at its own expense immediately following the final inspection on the expiration of the maintenance period referred to in (a) above to the reasonable satisfaction of the London Borough of Greenwich ;
- (c) the payment by TfL to the London Borough of Greenwich of a single commuted sum of 25% of the Full Cost of the works in respect of maintenance of the Riverside Walk and Cycle Track; and for the avoidance of doubt, the adoption of the Riverside Walk and Cycle Track shall not include the adoption of the river wall.

18.3 TfL covenants with the London Borough of Greenwich:

- 18.3.1 not to obstruct the free passage of pedestrians and cyclists along the Riverside Walk and Cycle Lane and not to impede the passage of pedestrians and cyclists to the Riverside Walk and Cycle Lane from the existing sections of the riverside walk and cycle track where such sections respectively enter and leave the Land; and
- 18.3.2 not to place any temporary or permanent structures on the Riverside Walk and Cycle Track without the prior approval of the London Borough of Greenwich , and any objects, whether temporary or permanent, placed on the Riverside Walk and Cycle Track shall not be such as to inhibit the free and safe passage of pedestrians and cyclists along the existing riverside walk and cycle track.
- 18.4 In the event of there being a breach by TfL of any of its obligations under this Clause 18 the London Borough of Greenwich may serve a default notice upon TfL requiring any such breach to be remedied within a period of [ ] Business Days (or such greater period as the London Borough of Greenwich may prescribe) from the date of the said notice or, in the case of emergency or threatened danger to persons using the Riverside Walk and Cycle Track , within such shorter periods as may be reasonable in all the circumstances and TfL shall either remedy the breach accordingly to the reasonable satisfaction of the London Borough of Greenwich or, if TfL does not accept the requirements of the said default notice, it shall notify the London Borough of Greenwich whereupon a dispute shall be deemed to have arisen and the provisions of Clause 30.1 shall apply Provided Always That without prejudice in all respects to such dispute TfL or the London Borough of Greenwich shall have the right to carry out any works or take any steps reasonably necessary to remove or mitigate any danger to persons using the Riverside Walk and Cycle Track.

19 **Local Employment and Training (GLLaB).**

**TfL willing to merge with 20- 22? whereby it gives bursaries to LBN and possibly a grant to GLLaB through LBG. Other Boroughs to consider position.**

19.1 TfL covenants with the London Borough of Greenwich that :-

19.1.1 in carrying out any of the Development it will fully participate in GLLaB and use their reasonable endeavours to promote and recruit employees contractors and sub-contractors from the area of the London Borough of Greenwich required for and during the construction of the Development;

19.1.2 it will issue a written statement (the form and content of which shall previously have been agreed in writing with the London Borough of Greenwich) to its contractors and sub-contractors at the tendering for work stage:

19.1.2.1 endorsing GLLaB and indicating the full commitment of TfL to ensuring that Local People and Local Businesses are able to benefit directly from all employment activity arising from the construction of the Development; and

19.1.2.2 stating that any company invited by TfL its contractors and sub-contractors to tender for work will be given clear written details of the requirement to promote local employment and the use of local contractors and sub-contractors prior to the receipt of any bid and that GLLaB are a stated agency for the recruitment of Local People and Local Businesses; and

19.1.2.3 stating that GLLaB will be provided by TfL its respective contractors and sub-contractors with notification of all job

vacancies as soon as reasonably practicable after such vacancies occur; and

19.1.2.4 stating that GLLaB will be provided by TfL its respective contractors and sub-contractors with a schedule / programme of work indicating the opportunities for contracted and sub-contracted work and levels of workforce prior to the commencement of the Development; and

19.1.2.5 stating that TfL's contractors and sub-contractors for the Development will be required to monitor and record the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich engaged in the construction of the Development and submit returns to TfL at intervals of not more than one month throughout the period of the construction of the Development;

19.1.3 in carrying out the Development it will monitor and record:

19.1.3.1 the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich employed by TfL in the construction of the Development; and

19.1.3.2 the names of companies that have secured contracts for the carrying out of the construction of the Development; and

19.1.3.3 submit the returns to the London Borough of Greenwich at regular intervals of not more than one month throughout the construction of the Development.

19.1.4 in carrying out the Development it will use its reasonable endeavours to obtain from its respective agents employees contractors and sub-

contractors returns of the number of Local People and Local Businesses recruited from the area of the London Borough of Greenwich and engaged in the construction of the Development and to submit the same to the Council at regular intervals of not more than one month within 14 days of receipt of the said returns throughout the construction of the Development;

19.1.5 TfL covenants with the London Borough of Greenwich that it will pay the sum of £[ ] to the London Borough of Greenwich on the Implementation Date hereof for GLLaB purposes to promote the employment and training of Local People and Local Businesses Provided that if the said sum of £[ ] is not expended in the manner and for the purposes aforesaid within 5 years from the date that the said sum is received by the London Borough of Greenwich it shall be reimbursed by the London Borough of Greenwich to the TfL together with interest accrued thereon for the period during which the sum has been within the London Borough of Greenwich's control

19.1.6 The provisions of this Clause 19 shall also allow access to employment to the people and businesses of the Local Borough Councils.

## 20. **Employment Strategy**

20.1 TfL shall require the Concessionaire-

20.1.1 not later than the commencement of the construction of the Thames Gateway Bridge project, to prepare and send to the Local Borough Councils an Employment Strategy including a time table for its implementation; and

20.1.2 to the extent that it is not prevented from doing so by any rule of

law whether domestic or international, to implement the Employment Strategy.

20.2 The Employment Strategy will encourage-

20.2.1 the recruitment of employees from residences and educational institutions from local areas; and

20.2.2 the recruitment of young persons, men & women, persons from ethnic minorities, persons who are disabled and persons who are unemployed,

to the extent that it is reasonable practicable to do so and TfL and the Concessionaire are not prevented from doing so by any rule of law whether domestic or international.

20.3 The Employment Strategy will provide that TfL -

20.3.1 advertise vacancies in local newspapers;

20.3.2 notify vacancies to such Job Centres within the local area; and

20.3.3 will regularly monitor the Thames Gateway Bridge workforce so as to record its composition in accordance with the groups of employees and their backgrounds described in clause 20.2.

20.4 The Employment Strategy shall include requirements to make presentations relating to employment opportunities relating to the Thames Gateway Bridge project to such schools and colleges in the Local Borough Councils as the relevant Council's Chief Education Officer shall specify.

- 20.5 TfL shall require the Concessionaire for five years after the commencement of the construction of the Thames Gateway Bridge project to submit to the Local Borough Councils an annual report setting out vacancies notified or advertised, providing a review of the implementation of the Employment Strategy and presentations made, in accordance with the Employment Strategy.
- 20.6 TfL shall require the Concessionaire to allow the Local Borough Councils' nominated officers access to the development to provide support and assistance to those seeking employment provided that those nominated officers have received all necessary and appropriate safety training.
- 20.7 TfL shall require the Concessionaire to allow the Local Borough Councils' nominated officers reasonable access to the development to assess the level of skills gained by employees towards the completion of an apprenticeship skills course or vocational qualification providing that those nominated officers have received all necessary and appropriate safety training.
- 20.8 TfL or the Concessionaire will supply a mobile job brokerage vehicle providing office facilities for the use of all potential employees seeking employment in connection with the Thames Gateway Bridge development. The brokerage vehicle shall be located at an appropriate location near to a main site access.
- 20.9 TfL or the Concessionaire will consult with the Local Borough Councils' Chief Education Officers in connection with the preparation and presentation of curriculum activities for local schools, colleges and universities relating to the development.

20.10 Following the period of 12 months from the start of the construction works TfL or the Concessionaire shall undertake a review of the implementation of the Employment Strategy and if deemed necessary TfL or the Concessionaire as the case may be shall redirect existing efforts to try to redress any imbalance in the composition of the Thames Gateway Bridge workforce due to under representation of certain genders or social groups.

20.11 For the avoidance of doubt, nothing in this Agreement shall require TfL or the Concessionaire to act in a manner which in the reasonable view of TfL or the Concessionaire is in breach of any applicable UK and/or European Community law and/or legal requirement including without limitation provisions of the Treaty establishing the European Community.

## 21 **Training**

21.1 TfL shall require the Concessionaire, prior to the commencement of the construction of the Thames Gateway Bridge project, to send to the Local Borough Councils a scheme and programme ("the Training Scheme") to provide appropriate training for employees of the Concessionaire who take new employment in relation to the construction or operation of the Thames Gateway Bridge project.

21.2 The Training Scheme shall include;

21.2.1 proposals directed at promoting opportunities for work experience or training to be taken up by residents of the Local Borough Councils;



- 21.2.2 A bursary scheme covering the cost of tuition fees over three years for five local residents of the London Borough of Newham to attend university in courses directly related to Civil or Structural Engineering;
- 21.2.3 Opportunities for students benefiting from the bursary scheme to take up temporary employment on the project during vacations
- 21.3 TfL shall require the Concessionaire to implement the Training Scheme not later than the commencement of the construction of the Thames Gateway Bridge development.

## 22 **Procurement of goods and services**

- 22.1 TfL shall require the Concessionaire
- 22.1.1 not later than the commencement of the construction of the Thames Gateway Bridge project, to prepare and send to the Local Borough Councils a Procurement Strategy including a time table for its implementation; and
- 22.1.2 to the extent that it is not prevented from doing so by any rule of law whether domestic or international, to implement the Procurement Strategy.
- 22.2 The Procurement Strategy will provide that
- 22.2.1 there are opportunities for local businesses in local boroughs to bid for contracts to supply goods and services for the Thames Gateway Bridge project; and

- 22.2.2 TfL shall require the Concessionaire for five years after the commencement of the construction of the Thames Gateway Bridge project to submit to the Local Borough Councils an annual report detailing the total value of contracts given to local businesses and suppliers.
- 22.2.3 TfL shall supply to the Local Borough Councils the details of any OJEU contract notices at the same time they are sent for publication in the OJEU.
- 22.3 The Local Borough Councils shall use their reasonable endeavors to keep its local businesses and employers aware of opportunities and service needs emanating from the developments implementation.

## 23 **Public art**

23.1 TfL covenants with the Local Borough Councils (LBN has similar but as a condition at present) that

23.1.1 at the same time as it submits to the Councils details for the design of the Thames Gateway Bridge under the Planning Permission it shall at its own expense submit to the Local Borough Councils for approval details of a feature or features to be incorporated into the structures of the bridge and/or its approaches for the purpose of creating a memorable artistic and iconic structure appropriate to its prominent location. In developing the works of art TfL shall seek and consider the advice of CABE

23.1.2 prior to the Date of Opening TfL shall at its own expense install the said feature or features approved under Clause 23.1.1 to the reasonable satisfaction of the Local Borough Councils and thereafter maintain the said objects of public art in good sound condition

24 **Replacement Public Open Space**

24.1 TfL covenants with the London Borough of Greenwich

24.1.1 prior to the Implementation Date to submit to the London Borough of Greenwich for approval details of the replacement Public Open Space and a programme for its laying out and dedication to the London Borough of Greenwich for use by members of the public

24.1.2 in accordance with the programme approved by the London Borough of Greenwich under Clause 24.1.1 to lay out the Replacement Public Open Space to the London Borough of Greenwich's reasonable satisfaction and dedicate the same to the London Borough of Greenwich for use by members of the public

25 **Compensation landscape works**

25.1 The London Borough of Newham may, within the period beginning when this Agreement comes into force and ending three years after the date of the opening of the main new special road, propose to TfL any off-site landscape mitigation measures in respect of which the following criteria are satisfied -

25.1.1 that an adverse environmental effect within the area of the London Borough of Newham has been identified and that adverse effect is due to net loss of land of bio-diversity value caused by the construction or operation of the Thames Gateway Bridge project; or

25.1.2 that the London Borough of Newham reasonably predict that an adverse environmental effect within the area of the London Borough of Newham

due to net loss of land of bio-diversity value will be caused by the construction or operation of the Thames Gateway Bridge project; and

25.1.3 (in either case) that the proposed off-site landscape mitigation measure will directly mitigate the adverse environmental effect which has been identified or predicted.

25.2 TfL and the London Borough of Newham shall use all reasonable endeavors to reach agreement on whether the criteria set out in paragraph 25.1 above have been satisfied as respects a proposed landscape mitigation measure but, in default of such agreement, the question may be referred by either party to the dispute resolution procedure under paragraph 30.1 of this Agreement.

25.3 Where landscape mitigation measures proposed by the London Borough of Newham under paragraph 25.1 above are agreed (or determined under paragraph 30.1 of this Agreement) the measures shall, unless otherwise agreed between TfL and the London Borough of Newham, be carried out by the London Borough of Newham; on land under the control of either the London Borough of Newham or TfL and shall (in all cases) be paid for as provided in paragraph 26 of this Agreement.

25.4 Nothing in this Agreement shall require TfL or the Concessionaire to pay more than the relevant amount provided for in paragraph 26 of this Agreement.

## 26 **Funding for compensation landscape mitigation measures**

26.1 TfL will secure that TfL makes available a sum not exceeding the relevant amount

to be applied in reimbursing to the London Borough of Newham the cost which has reasonably been incurred by the London Borough of Newham in carrying out qualifying landscape mitigation measures proposed by Newham under paragraph 23.1 above within the period commencing on the date of the publication in the OJEU notice by TfL seeking tenders for the appointment of the Concessionaire and ending three years after the date of the opening of the Main New Special Road.

26.2 The relevant amount mentioned in paragraph 26.1 above is £500,000 (but subject to paragraphs 26.3 and 26.4 below).

26.3 For each financial year, commencing on 1 April 2005, the remaining relevant amount shall be calculated in accordance with the formula set out in 26.4 below to reflect expenditure incurred in defraying the costs mentioned in paragraph 26.1 above during the previous financial year and changes in price levels.

26.4 The formula is -

$$\underline{RRA = (PRA - EDY) \times [X/Y]}$$

Where -

RRA is the Remaining Relevant Amount for the financial year in question;

PRA is the Previous Relevant Amount equal to the RRA calculated for the previous financial year or, in the case of the financial year beginning 1 April 2005, £500,000;

EDY is the expenditure (if any) incurred in defraying the costs mentioned in paragraph 24.1 above during the previous financial year;

X is the index published in the December immediately preceding the financial year in question; and

Y is the index published in the December 12 months prior to the index X above or, for the financial year beginning 1 April 2005, the index published in July 2004.

26.5 If the relevant amount mentioned in paragraph 26.1 above is not fully expended in defraying the costs mentioned in paragraph 26.1 above within ten years of the opening of Thames Gateway Bridge, the balance shall be retained by TfL.

26.6 In this paragraph -

“index” means the monthly [United Kingdom Baxter Index of Civil Engineering Prices] published by the [Federation of Civil Engineering Contractors], or any successors from time to time of that index;

“financial year” means a period of 12 months commencing with 1 April in any year; and

“qualifying landscaping mitigation measure” means a landscaping mitigation measure in respect of which it is agreed (or determined under paragraph 30.1 of the Agreement) that the criteria in paragraph 25.1 above are satisfied.

27 **Noise mitigation measures near Gallions Primary School**

- 27.1 TfL shall provide the erection of noise barriers on the western side of Royal Docks Road [the A1020] near to Gallions Primary School.
- 27.2 The noise barriers, the design of which shall be agreed with the London Borough of Newham, will be designed so as to prevent the noise level increasing at the most exposed façade of Gallions Primary School at ground floor level by no greater than an increase in noise level of 1 db L10 18hr.
- 27.3 The increase in noise levels will be assessed by TfL and the London Borough of Newham by comparing the 2016 traffic flows predicted in the Environmental Statement following construction of the bridge with the future baseline position of 2016 traffic flows without the new bridge as predicted in the Environmental Statement and the noise model developed by TfL to assess noise impact reported in the Environmental Statement.
- 27.4 The approved noise barriers shall be erected at the location to be agreed with the London Borough of Newham prior to the completion of the works and will thereafter be maintained by TfL or its appointed concessionaire.

28 **Rights of third parties (Will this be cross-referenced with the boiler-plate clause associated with 1.3?)**

- 28.1 No third party may enforce any terms of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

29 **Notices**

- 29.1 A notice or other document required or authorised to be served for the purposes of this Agreement may be served by post or by hand.
- 29.2 For the purposes of section 7 of the Interpretation Act 1978 as it applies for the purposes of this paragraph -

- (a) The proper address of the London Borough of Barking and Dagenham is ??????
- (b) The proper address of the London Borough of Bexley is ??????
- (c) The proper address of the London Borough of Greenwich is Peggy Middleton House 50 Woolwich New Road London SE18 6HQ marked for the attention of the Director of Strategic Planning
- (d) The proper address of the London Borough of Newham is Newham Town Hall, Barking Road, London E6 2RP marked for the attention of the Chief Executive
- (e) The proper address of the London Borough of Redbridge is ??????
- (b) The proper address of TfL is Windsor House London SW1H 0TL marked for the attention of ????

or in each case to such other address or for the attention of such other person to this Agreement as each party may from to time notify to the other parties hereto.

29.3 This paragraph shall not be taken to prevent the parties from agreeing in writing any alternative method of service.

29.4 Any notice shall be deemed to have been received as follows:

29.4.1 if sent by post (otherwise than at a time when the sender is or ought reasonably to be aware of a disruption of the relevant postal service), two business days after posting, exclusive of the day of posting;

29.4.2 if delivered by hand, on the day of delivery if delivered at least two hours before the close of business on a business day and in any other case on the next business day; and



- 29.5 For the purposes of this paragraph “a business day” means any day except Saturday, Sunday or a Bank or Public Holiday and “business hours” means between the hours of 9.30 am and 5.30 pm on a business day.
- 30 **Dispute resolution (LBN/BC to review the wording to ensure neither TFL nor Boroughs are subject to continuous referral)**
- 30.1 Any dispute or difference arising between the parties as to their respective rights, duties and obligations under this Agreement other than any dispute or difference to which paragraph 30.2 below applies, may be referred by either affected party to and determined by an independent person acting as an expert who has been professionally qualified for not less than ten years and who is also a specialist in relation to such subject matter, such independent person to be agreed between the parties or failing such agreement to be nominated by the President or Vice President or other duly qualified officer of the Institution of Civil Engineers on the application of either party.
- 30.2 Any dispute or difference arising between the parties as to the meaning or construction of this Agreement may be referred to and determined by an independent solicitor or barrister of at least ten years standing acting as an expert and who is experienced in drafting, negotiating and advising upon agreements similar to this Agreement, such independent person to be agreed between the parties or failing such agreement to be nominated by the President or Vice President or other duly qualified officer of the Law Society on the application of either party. **(Similar comments to those for 30.1)**
31. **Local Land Charge**
- 31.1 The Councils shall forthwith after the date of the section 106 Agreement register those Agreements as a local land charge in respect of the Land

**SCHEDULE 1**  
**Boroughs Consultative Group**

The following provisions shall apply to the Borough Consultative Group (BCG):-

- (1) the BCG shall comprise elected representatives of the Local Borough Councils in such proportions as are agreed by the Local Borough Councils so long as they have equal voting numbers for each side of the River Thames.
- (2) the BCG shall convene its own meetings, determine its own quorum and procedure and appoint a Chair.
- (3) the members of the BCG may at their discretion co-opt/invite members of other bodies (such as LTUC) both for specified terms, or by invitation as required.
- (4) the BCG and TfL shall agree the arrangements for servicing and paying the costs of operating the BCG.
- (5) Draft Terms of Reference for the BCG.

The Borough Consultative Group shall be the principal means by which the Local Borough Councils can influence TfL's management of the impact of the Thames Gateway Bridge through monitoring the impact of the bridge, making recommendations about the implementation of the toll regime and introduction of a range of mitigation measures. The BCG shall also consider how the opportunity presented by the bridge for the extension and use of the public transport network in the affected area is managed and developed both in terms of services and technology.

In order to carry out these roles the BCG may;

- (a) procure, receive and consider monitoring data relating to impacts resulting from the operation of the bridge.
- (b) make recommendations about the application of funds allocated by TfL for the purposes of implementing remedial measures to mitigate the traffic or other impacts of the bridge.

- (c) make recommendations about the operation of all aspects of the bridge and toll regime including toll levels, exemptions, discounts, eligibility criteria for discounts, etc.

Such recommendations to include as appropriate the setting of tolls for different classes of vehicles or the application of other measures in a manner which will manage the level of traffic using the bridge and encourage the adoption and use of less polluting vehicles on and around the bridge.

- (d) receive and comment on TfL monitoring data and proposals for public transport provision across the bridge.( the Public Transport Development Strategy)
- (e) review and make recommendations about public transport services operating or which might operate across the bridge to include routing, frequency, technology

compile and submit an annual report covering progress on these and any other matters relating to the operation of the bridge to be considered by TfL's Board.

## SCHEDULE 2

### Monitoring and Mitigation Surveys

Type of survey	Location	Duration
<b>1. Traffic counts</b> (a) Automatic traffic (axle) counts from loops buried in carriageway or equivalent methods.	Northbound and southbound approach roads and junctions at Windsor Terrace and Thamesmead to the TGB	Sample 24 hour counts for typical weekday and weekend (Saturday and Sunday), by four seasons. Annually from year of opening
(b) Calibration counts for the above – using CCTV, roadside surveys or equivalent to establish vehicle type and relationship between vehicles and axles.	Northbound and southbound approach roads to the TGB.	0700 to 2400 count. Opening year and at 5 year intervals seasonally.
(c) Bus/coach vehicle and occupancy counts, using TfL/operator data as appropriate	Northbound and southbound approach roads to the TGB	0700 to 2400 count Annually from year of opening year
(d) Pedestrian/cycle count	Northbound and southbound approach roads to the TGB	0700 to 2400 count Annually from year of opening year
(e) Subject to agreement with the relevant boroughs, sample seasonal traffic count data on existing highways adjacent to the TGB	Western way, Eastern Way, Central Way, Royal Docks Road at Windsor Terrace – by all directions	At agreed date prior to opening of the TGB
<b>2. Origin &amp; Destination Surveys</b> Origin-destination and trip pattern sample surveys: <ul style="list-style-type: none"> <li>• vehicle type;</li> <li>• origin and destination;</li> <li>• driver home location</li> <li>• vehicle occupancy;</li> <li>• trip purpose;</li> <li>• type of toll paid and means of payment</li> </ul>	North bound and southbound approach/exit roads to the TGB.	0700 to 1900 Surveys 3 months after opening, 12 months after, and autumn surveys annually thereafter

<b>Type of survey</b>	<b>Location</b>	<b>Duration</b>
<b>3. Congestion and Delay surveys</b> Sample journey time, delay and queue length surveys	North bound and southbound approach/exit roads to the TGB and associated junctions.	0700 to 1900 Surveys 3 months after opening, 12 months after, and autumn surveys annually thereafter
<b>4. Public Transport Monitoring Surveys</b> Passenger counts on LTB vehicles	On board on bridge both directions	Annual & sample days p.a.
Count of non LTB public transport vehicles	On bridge both directions	Annual & sample days p.a.

**Air Quality monitoring ?**

### SCHEDULE 3

#### Mitigation Measures

#### FULLER DESCRIPTION OF ITEMS TO BE GIVEN BY TfL ?

**Part 1:** Measures which are agreed to be implemented prior to the opening of Thames Gateway Bridge. Note – any borough may propose that any measure in their administrative area be deleted from this schedule. Such proposal to be agreed by the BCG to have effect.

Borough	Measures
LB Barking and Dagenham	A406/A124- London Road/ Barking Road. Widening of off-slips to 3 lanes and signalisation of the whole junction.
LB Bexley	Harrow Manor Way . Knee Hill/ Bostall Hill – southbound right turn prohibited. Knee Hill / Brampton Road for possible lorry ban and / or route management via signal control and signing or equivalent Traffic calming measures in Bedonwell and Sandgate Roads.
LB Greenwich	Monitoring of pedestrian movements at Nathan Way with possibility of new footbridge over Eastern way at the junction with Nathan Way. Bus lane provision at Pettman Crescent, plus other improvements at this location. Harrow Manor Way.
LB Newham	A117/A1020 roundabout capacity improvements at the junction approaches of Royal Docks Road and Royal Albert Way. These comprise a widening to 3 lane approaches. In addition, extended signal controls would be required to accommodate a DLR/bus interchange at Armada Way.
LB Redbridge	No mitigation measures are currently envisaged but reserve funds could be utilised if deemed appropriate nearer to scheme opening.

**Part 2:** Indicative monitoring/measures which will be considered in the light of operational experience of Thames Gateway Bridge

Borough	Monitoring/Measures
LB Barking and Dagenham	Residential area between Movers Lane and Gascoigne Road to be monitored for changes in traffic flows. Traffic management measures to be introduced as necessary.
LB Bexley	Monitoring of key north south routes e.g. Picardy Manor Way for possible traffic management /bus priority measures
LB Greenwich	Junctions at: <ul style="list-style-type: none"> <li>• Burrage Road/Vincent Road;</li> <li>• Burrage Road/Plumstead Common Road;</li> <li>• Bostall Hill/Longleigh Lane,monitored for possible signalisation</li> <li>• Right turn signal scheme at John Wilson Street / Grand Depot Road; and</li> <li>• Woolwich Town centre – various junctions.</li> </ul>
LB Newham	No specific monitoring is currently envisaged but monitoring regime to be designated nearer to scheme opening.
LB Redbridge	<ul style="list-style-type: none"> <li>• The A406/A118 Ilford Hill junction – traffic situation, particularly to and from the A406 to be monitored;</li> <li>• Impact of the East London Transit scheme on Ilford Lane to be monitored in the context of traffic being diverted to the parallel A406;</li> <li>• Longwood Gardens – further traffic calming measures to discourage through traffic may be required, further monitoring recommended;</li> <li>• Residential area north east of Waterworks corner roundabout;</li> <li>• Residential area east of Redbridge roundabout</li> </ul>

## **SCHEDULE 4**

### **Public Transport Development Strategy**

- (1) Transport for London will provide to the BCG statements on Public Transport Strategy one year prior to the opening of the Thames Gateway Bridge, one year after opening and at three, three yearly intervals thereafter. The first Strategy statement will focus on the specific services to be provided on opening and the longer term framework in whose context they will be set. Subsequent statements will include an assessment of past and expected performance of the public transport services, and detailed proposals for changes in the light of that assessment. The first statement after opening will focus on specific detailed changes to reflect experience of initial use and the three yearly statement will focus on proposals for medium and longer term development of public transport services using the Thames Gateway Bridge, including a review of technology options and issues arising in the light of the performance assessments.
  
- (2) The Public Transport Development Strategy shall include consideration of, coordination and integration with development of the Thames Gateway Transit services, including the Greenwich Waterfront Transit or East London Transit projects should these projects be implemented, and other local public transport services in accordance with the statements contained in the “Regeneration and Economic Development of the Thames Gateway” brochure produced by TfL for the Mayor of London.
  
- (3) The Public Transport Development Strategy shall include as appropriate:-
  - (a) proposals for bus infrastructure and bus stops or other public transport infrastructure, particularly in the vicinity of Thamesmead junction and Gallions DLR station.
  - (b) a statement of all destinations to be served by direct (no change) services across the bridge.



- (c) a statement of the frequency of the services from each destination proposed to operate across the bridge.
- (d) the routes to be used by all services which will cross the bridge.
- (e) a review of performance and use of services operating across the bridge including potential actions to address any issues of concern
- (f) the arrangements to be adopted for assessing, and if appropriate advertising and market testing any other services which the BCG may recommend for consideration
- (g) a marketing plan designed to encourage public transport use to, from and across the bridge
- (h) any proposals and provision for express bus and coach services and longer distance orbital services
- (i) Longer term development plans, including proposals and provision for service and capacity increases which reflect future population increase and demand potential
- (j) an review of technology options for services across the Thames Gateway Bridge particularly focussing on possible rail based operation of public transport particularly Thames Gateway Transit services (linking East London Transit and Greenwich Waterfront Transit).

## **SCHEDULE 5**

### **Low Emission Zone**

- A. The following provisions shall apply to vehicles involved *in* the construction of Thames Gateway Bridge, unless they are superseded by the implementation of the proposed London-wide LEZ and/or the introduction of future Euro standards:
- (1) All HGVs (7.5 tonnes and over) shall have emission standards equivalent to European 2 plus Reduced Pollution Certificate (RPC) .
  - (2) All Non Road Mobile Machinery (NRMM) shall use Ultra Low Sulphur Diesel (ULSD).
  - (3) All Non Road Mobile Machinery (NRMM) shall comply with either the current or previous EU Directive Staged Emission Standards (97/68/EC, 2002/88/EC, 2004/26/EC) .
  - (4) Non Road Mobile Machinery shall be fitted with Diesel Particulate Filters (DPF) conforming to a defined and demonstrated filtration efficiency (load/duty cycle permitting).
  - (5) The ongoing conformity of plant retrofitted with DPF, to a defined performance standard, shall be ensured through a programme of on-site checks.
  - (6) Note (a) – details of appropriate use of DPF can be obtained from the Greenwich Council.
- B. The following provisions shall apply to vehicles using the Thames Gateway Bridge after it has been opened, unless they are superseded by the implementation

of the proposed London-wide LEZ and/or the introduction of future Euro standards:

- (1) All buses licenced by TfL will meet the standards set out in Table 1.
- (2) All taxis licenced by TfL will meet the standards set out in Table 2.
- (3) All HGVs, coaches and buses over 3.5 tonnes shall comply with the emissions criteria for the proposed London-wide LEZ from the Date of Opening.
- (4) Further progression to future emissions criteria shall be dependant on air quality in the vicinity of the bridge and will be subject to the implementation of the London-wide LEZ.
- (5) Any other classifications of vehicles to be included in the Low Emission Zone controls shall be determined by the implementation of the proposed London-wide LEZ.
- (6) Vehicles using the bridge that are not in compliance with the Low Emission Zone controls shall be subject to a penalty that shall be determined by the requirements of the proposed London-wide LEZ.
- (7) All receipts in respect of financial penalties levied in relation to the Low Emission Zone shall be paid in accordance with the requirements of the proposed London-wide LEZ..
- (8) Enforcement procedures in relation to the Low Emission Zone shall be determined in accordance with the requirements of the proposed London-wide LEZ.

**Tables 1 & 2 ?**

## **SCHEDULE 6**

### **Bio – diversity Management Plan** **(LBG to provide more clarity or definitions)**

The bio-diversity management plan shall comprise

- (1) Use of BREEAM “Excellent target”
- (2) All mitigation and compensatory measures included in the Environmental Statement
- (3) Direct reference shall be made to:  
the ecological management plan (condition 5),  
ecological enhancement (condition 6),  
ecological management (condition 7),  
landscaping (condition 8),  
ecological and engineering mitigation ( condition 31),  
Landscape/ecological design (condition 34) and  
native planting (condition 36).

## SCHEDULE 7

### Application of Specific Clauses **(Cross check for correct references as new clauses added and all are renumbered)**

The table below sets out which clause applies to each of the Boroughs who are parties to this Agreement

Clause Number	Topic	LB Barking & Dagenham	LB Bexley	LB Greenwich	LB Newham	LB Redbridge
1	Interpretation	◆	◆	◆	◆	◆
2	Condition Precedent and Notice	◆	◆	◆	◆	◆
3	Payment of Local Borough Council's costs	◆	◆	◆	◆	◆
4	LB Greenwich Section 106 Agreement			◆		
5	Borough Consultative Group	◆	◆	◆	◆	◆
6	Monitoring and Mitigation Surveys (including Air Quality Monitoring)	◆	◆	◆	◆	◆
7	Consultation on Tolling	◆	◆	◆	◆	◆
8	Mitigation Measures (including Congestion Management and Environmental Mitigation Measures)	◆	◆	◆	◆	◆
9	Funding for Mitigation Surveys and measures	◆	◆	◆	◆	◆
10	Public Transport provision (including measures to increase Public Transport Patronage and technology review)	◆	◆	◆	◆	◆

<b>Clause Number</b>	<b>Topic</b>	<b>LB Barking &amp; Dagenham</b>	<b>LB Bexley</b>	<b>LB Greenwich</b>	<b>LB Newham</b>	<b>LB Redbridge</b>
11	Road space exclusively for public transport vehicles	◆	◆	◆	◆	◆
12	Code of Constructice Practice	◆	◆	◆	◆	◆
13	Education Plan	◆	◆	◆	◆	◆
14	CCTV Security Cameras			◆	◆	
15	Sustainability Measures	◆	◆	◆	◆	◆
16	Low Emission Zone	◆	◆	◆	◆	◆
17	Bio-Diversity Management Plan			◆		
18	Riverside Walk and Cycle Track			◆		
19	Local Employment and Training (GLLaB)			◆		
20	Employment Strategy	◆	◆		◆	◆
21	Training	◆	◆		◆	◆
22	Procurement of Goods and Services	◆	◆		◆	◆
23	Public Art			◆	◆	
24	Public Open Space			◆		
25	Compensation Landscape Works				◆	
26	Funding of Compensation Landscape Works				◆	
27	Noise Mitigation near Gallions Primary School				◆	
28	Rights of Third Partioes	◆	◆	◆	◆	◆
29	Notices	◆	◆	◆	◆	◆
30	Dispute Resolution	◆	◆	◆	◆	◆
31	Local Land Charge			◆	◆	

## Schedule 8

### Letter dated 20 September 2004 from the London Mayor to Cllr Keith

APPENDIX 2

LONDON  
Mayor's Office

Councillor Michael Keith  
Chair Thames Gateway London Partnership  
Anchorage House  
2 Clove Crescent  
East India Dock  
London  
E14 2BE

City Hall  
The Queen's Walk  
London SE1 2AA  
Switchboard: 020 7983 4000  
Minicom: 020 7983 4458  
Web: www.london.gov.uk  
Our refs: HA/rt

Date:  
20 SEP 2004

Dear Councillor Keith

I know that following the formal submission of the Thames Gateway Bridge planning application, discussions are starting between Transport for London (TfL) and Greenwich and Newham about the section 106 and other legal undertakings that might be sought. It might be helpful if I were to explain my position regarding the issues that Thames Gateway London Partnership (TGLP) have raised regarding the tolling regime, public transport provision and monitoring of traffic levels.

On tolling, the report approved by the TfL Board in March stated our commitment to a tolling scheme including discounts for local residents. It is on this basis that we are seeking planning consent as is set out in the documents accompanying the planning application. The documents also indicate my willingness to discuss the establishment of joint consultative arrangements with the two planning authorities and other boroughs that are consulted. Consultation would include any proposals to change details of the tolling scheme (including the level of toll charged and any changes to discount or other details).

On public transport provision and monitoring of traffic levels, the same consultative arrangements could also provide a forum so that TfL and the boroughs concerned can jointly keep under review the public transport services using the Bridge, oversee the monitoring of traffic levels and identify mitigation measures that might be required. Detailed questions about the constitution and remit of these arrangements can be discussed between TfL and the boroughs concerned.

I trust TGLP will find my views on these matters helpful, and that your Board will give support to the planning application for the Bridge when it considers it next Tuesday. I look forward to working with the Partnership to take forward a project that is vital to achieving the priorities we share for East London.

Yours sincerely



Ken Livingstone  
Mayor of London

Direct telephone: 020 7983 4100 Fax: 020 7983 4057 Email: mayor@london.gov.uk



23

## Schedule 9

### SUSTAINABLE DEVELOPMENT POLICY

**The Local Borough Councils have a responsibility for promoting sustainable development and will:**

1. Promote sustainable development through all Council strategies.
2. Act and campaign against pollution of land, air and water.
3. Act and campaign against anti social levels of noise.
4. Implement a waste minimisation and recycling strategy to meet and exceed central government recycling targets.
5. Continue to implement energy and water conservation in council properties and promote these issues in the community.
6. Protect and enhance open spaces, trees and hedges under its control in accordance with the aims and objectives of the emerging Greenwich Biodiversity Plan.
7. Promote the development and implementation of renewable energy sources and purchase renewable energy for council property use when possible.
8. Reduce emissions that are recognised to contribute to climate change.
9. Promote sustainable construction practices within the development industry.
10. Support environmental education in schools and colleges.
11. Foster growth within the environmental industry sector.
12. Support the use of and improvement to public transport infrastructure and provide where possible improved facilities for pedestrians, cyclists and disabled persons.
13. Practice environmentally responsible 'Green' procurement.



## **SCHEDULE 10**

- A TfL shall immediately prior to the commencement of the works for the construction of the Riverside Walk and Cycle Track pay to the Council upon request by the Council the supervision fee in accordance with the Council's scale for the supervision of highway works which is current at the time based on the Full Cost of the carrying out of the works for the construction of the Riverside Walk and Cycle Track;
  
- B TfL shall allow, arrange and provide for the Council to have access to the works for the construction of the Riverside Walk and Cycle Track throughout the duration of the said works for construction and for the carrying out of any remedial works at all reasonable times, for the purpose of inspecting every part of such work as it proceeds and for the carrying out of tests and inspecting all materials used or intended for use in the construction of the Riverside Walk and Cycle Track to ensure compliance with this Agreement even after the particular sections of the said works have been Practically Completed but so that they shall only be obliged to open or expose works in the circumstances described in this paragraph B
  
- C TfL shall afford full opportunity for the Council to examine and measure any part of the works of construction of the Riverside Walk and Cycle Track which are about to be covered up or put out of view and to examine foundations before permanent work is placed thereon by giving one clear Business Day's notice to the Council whenever any such works or foundations are ready or about to be ready for examination, such notice to be given by fax addressed to the Director;
  
- D The Director or such officer as he shall nominate shall attend without unreasonable delay when required by TfL for the purpose of examining such works or for examining such foundations as are referred to in

paragraphs A, B and C above and unless he considers it unnecessary and advises TfL accordingly;

- E The Council may issue instructions to TfL to open or expose any of the works for construction of the Riverside Walk and Cycle Track which have been covered up earlier than the expiring period of examination under the provisions in this Schedule without notification by the Director that he considers such examination unnecessary and, should they fail to comply with any such instructions, the Council may so take up or expose the relevant part of the said works, causing as little damage or inconvenience as is reasonably practicable, or in respect of any other part or parts of the said works the reasonable and proper cost of such taking up or exposure and reinstatement shall be met by TfL

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of the Local Government Act 1972.

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