

**KIRKLEES COUNCIL  
INVESTMENT & REGENERATION SERVICE  
REGENERATION, ENVIRONMENT & FUNDING TEAM**

**WATERFRONT QUARTER HUDDERSFIELD  
OUTLINE PLANNING PERMISSION 2008/60/91394/W1**

**SECTION 106 CHECKLIST**

**Definitions**

- 'Commencement' of Development is not triggered by site investigations or surveys, site hoardings, site decontamination, demolition of buildings/structures, clearance or re-grading the Site.
- 'Development' means demolition of existing buildings and mixed use development.
- 'LPA' means Local Planning Authority.
- 'Open space area' includes the creation of the new towpath, footpath and public square.
- 'Public realm areas' means the areas to be landscaped around each building within the building plots.
- 'Site' means the Waterfront Quarter.

***Phases (in the phasing diagram ref. 3159/PL/Z2012E)***

- 1 Kirklees College site
- 2a Office plot L
- 2b Office plots F, M
- 2c Open space area
- 3 Office plot E
- 4a Residential plot A
- 4b Residential plot B
- 4c Residential plot C

**Approval of details**

- Details seeking to discharge obligations are to be submitted by letter and supporting information to the LPA.
- Where there is a Section 106 obligation, the requirement to submit information is *not* duplicated in any planning condition.

## Schedule

No.	Description of the clause <sup>1</sup>	Submission required?	Responsibility	Status	Comment
1	<i>Interpretation</i> See Defintions above	No	Not applicable	Not applicable	
2	<i>General</i>	No	Not applicable	Not applicable	
3	<i>Demolition and construction</i> Prior to demolition on each phase of development, proposals for access for demolition and construction traffic shall be submitted to and approved by the LPA. The approved arrangements shall be complied with throughout the period of construction and demolition	Yes	Kirklees College; Council; Developers	SSL submitted details, on behalf of the Council and Kirklees College, of joint temporary access arrangements in Chapel Hill, which involved the creation of an access at 'Acacia' and the closure of the old access to the former Sellers Engineers site at Isthmus Road. The details were approved by the LPA on 17 June 2011	The temporary access at 'Acacia' was extinguished in April 2013 following completion of the College's main construction works. Developers of the Council's land will need to seek approval for access arrangements for traffic to construct their buildings via Isthmus Road which has been modified as part of the Council's off-site highway works
4	<i>Off-street parking arrangements</i> Phase 1 of the development shall not start until proposals for off-street parking (90 spaces) have been submitted to and approved by the LPA. The approved arrangements shall be secured until at least 2026	Yes	Kirklees College	The College and the LPA entered into a supplementary Section 106 Agreement on 13 May 2010 for 9 spaces to be provided at Waterfront and 81 spaces at its old campus at New North Road pending redevelopment of the latter site. In October 2013 the College commenced	The College will need to find alternative arrangements for 81 parking spaces when the temporary sites are no longer available

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				temporary parking on the Council's plot F (52 spaces), approved by the LPA under ref. 2013/62/92555/W, with further contract spaces on private land in Colne Road, pending building development at the two sites	
5	<i>Reinstatement of canal</i> Details of a programme comprising the details of works and timing for phase 2c of the development shall be submitted to the LPA by 1 June 2010, and the approved works shall start by 1 December 2010 and finish by March 2012 unless otherwise agreed in writing by the LPA	Yes	Council	The Council's short description of canal works and revised timing, to start works by 31 October 2011 and finish by 30 March 2012, were approved by the LPA on 7 June 2010  Details of the brickwork to the landing stage were approved by the LPA on 28 December 2011, and detailed plans of the substantive works were approved on 26 July 2012	The Council completed the substantive works to the canal including the landing stage, and re-opened the canal to navigation, in March 2012. New railings were installed in August 2012
6	<i>Improvement to towpath and footpath</i> Phase 1 of the development shall not be occupied until details for the improvement of the existing towpath and footpath,	Yes	Council	The Council's details of works to improve the route for pedestrians were approved by the LPA on 25 May 2011. Subsequent plans to	The Council completed the towpath and footpath works in March 2012, and finished the upgrade to form the cycleway in June 2013

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	between the site and Longroyd Bridge, have been submitted to and approved by the LPA, and the approved works have been carried out			upgrade the route to a cycleway, following a change in national policy by the Canal & River Trust, were approved by the LPA on 5 April 2013, and the cycleway works were completed in December 2013	
7	<i>Creation of towpath and footpath</i> Phase 1 of the development shall not be occupied until details for the creation of the new towpath and footpath, within the site, have been submitted to and approved by the LPA, and the approved works have been carried out	No	Council	The Council submitted details for pedestrian access, which the LPA approved on 15 August 2012. The Council's detailed plans to upgrade the route to a cycleway were approved by the LPA on 5 April 2013, and the cycleway works were completed in December 2013	The Council completed the towpath and footpath works in March 2012, and the upgrade to form the cycleway in June 2013  The Council or its successors are obliged to ensure that the public shall have unrestricted access on foot and by bicycle (except during maintenance or other works)
8	<i>Travel plans</i> Travel plans shall be submitted to the LPA for approval for phase 1 of the development before its occupation, for phases 2 & 3 within 6 months of their occupation, and for phase 4 before it commences	Yes	Kirklees College; Developers; Sellers International Ltd/RCD or their successors		
9	<i>Free town bus contribution</i> In relation to phase 1 of the	Yes	Kirklees College	The free town bus service started on 2	

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	development, £185,000 and £85,000 p.a. for 3 years shall be paid to the LPA to purchase and run a free town bus, or proposals for alternative arrangements shall be submitted for consideration to the LPA			September 2013. On Monday to Friday (college days only) the service runs every 10 minutes from 08:05 until 17:25 between the rail and bus stations, the town centre and the Waterfront Quarter. There are bus stops outside the College entrance in Manchester Road, the Casino in St Thomas' Road, and commercial plot F in Chapel Hill	
10	<p><i>Open space area</i> A specification for the creation of the open space area (excluding the areas covered by clauses 5 and 7) shall be submitted to the LPA within 6 months of the start of development. The works shall be undertaken in accordance with the specification and to a timetable agreed by the LPA.</p> <p>Phase 2a of the development shall not start until a management and maintenance plan for that phase has been submitted to the LPA.</p>	Yes	Council; Developers; End users	<p>On 15 August 2012, the LPA approved the Council's submitted details for:</p> <ul style="list-style-type: none"> <li>• A final scheme for the peninsula between the canal and river;</li> <li>• A preliminary scheme for the remainder of the open space area;</li> <li>• A proposed defects liability period of 12 months following practical completion</li> </ul>	The Council's commercial advisers GVA have suggested potential management arrangements for the site, which will be considered in negotiations for the sale of the site/individual plots

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	<p>Phase 2b of the development shall not start until a management and maintenance plan for that phase has been submitted to the LPA.</p> <p>Excluding the areas covered by clauses 5 and 7, Phase 2c of the development shall not start until a management and maintenance plan for that phase has been submitted to the LPA.</p> <p>The open space area shall be maintained in perpetuity in accordance with the management and maintenance plan</p>			<p>(30 April 2012) to be included in the contract for works;</p> <ul style="list-style-type: none"> <li>• A management and maintenance plan which the Council would implement until or unless the Council sold its land;</li> <li>• A proposed requirement to be included in contracts for sale of the Council's land for purchasers to complete any outstanding works, notwithstanding the obligations under the terms of the S106</li> </ul>	
11	<i>Default works</i>	No	Not applicable		
12	<i>Bonding arrangements</i> Phase 2a, or any part of phases 2b or 2c, shall not be implemented until the developer has provided evidence of a satisfactory funding agreement in the event of a default	Yes	Council; Developers	The Council's details of funding for phase 2c were approved by the LPA on 27 May 2011	
13	<i>Education contribution</i> The LPA shall notify the landowner of phase 4 of the development of the amount of education contribution payable	Yes	Sellers International Ltd/RCD and their successors		

No.	Description of the clause <sup>i</sup>	Submission required?	Responsibility	Status	Comment
	within one month of the issue of reserved matters approval for phase 4				

### **Disclaimer**

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<sup>i</sup> See Section 106 Agreement for full wording of the clause