



Report of the Chief Planning Officer

Plans Panel North and East

Date: 30th July 2015

Subject: APPLICATION 14/03109/OT – Outline application for the demolition of the existing building and erection of a foodstore, petrol filling station, car parking, means of access and associated works at the former Miami building site, off Lotherton Way, Garforth

APPLICANT

KUC Properties Ltd

DATE VALID

27/05/14

TARGET DATE

31/07/15

Electoral Wards Affected:

Garforth & Swillington

Yes

Ward Members consulted
(referred to in report)

Specific Implications For:

Equality and Diversity

Community Cohesion

Narrowing the Gap

RECOMMENDATION: For Members to note the content of this report.

1.0 INTRODUCTION

- 1.1 Members will recall from the previous meeting this application proposes a new foodstore with associated Petrol Filling Station on the Miami site in Garforth. Members resolved to agree the officer recommendation to defer and delegate approval to the Chief Planning Officer subject to conditions, the expiry of the public notification period, completion of a stage 1 road safety audit and the entering into a S106 agreement.
- 1.2 Notwithstanding the above and in accordance with the draft minutes for that meeting (as detailed on pages 6 to 8 on the main panel papers), Members did request a further report be brought back setting out the detailed content of the Employment and Training initiatives to be contained within the S106.

1.3 This report addresses this request and is included as a late item to allow this long landing application to be formally determined in accordance with the revised target date already agreed.

2.0 S106 CONTENT (IN RESPECT OF EMPLOYMENT & TRAINING INITIATIVES)

2.1 As reported during the previous meeting, the application is submitted in outline form and without a named supermarket operator being on board which means many aspects of the development are not yet finalised. Despite this element of uncertainty, for the purposes of securing employment and training initiatives it is in fact an advantage since no commitments or agreements (e.g. with preferred contractors) will have been entered into which can sometimes be the case with detailed applications and where the end operator is known. The ability to positively influence employment and training opportunities for local people is therefore completely unfettered with the opportunity to properly embed these initiatives from the very outset. Importantly, the contact with Employment Leeds can happen at the right time.

2.2 With respect to what this actually means in practice, essentially the owner is required to engage with Employment Leeds during both the construction phase and also during the recruitment stage (including not only the initial opening but also job opportunities as they arise thereafter) so as to develop a method statement for maximising local job opportunities. Numerical targets are not advanced as each method statement is specifically tailored to the scheme and the local area. The full wording for the S106 clauses are repeated below and the pertinent definitions of what 'Local People' and 'Reasonable Endeavours' means is also provided:

LOCAL EMPLOYMENT

From the start of the tendering process for the construction of the Development and throughout the period when the Development is under construction the owner shall:

3.1.1 contact and co-operate with Employment Leeds (and seek to procure that it's building contractor contacts and co-operates with Employment Leeds) to ensure compliance with the obligations in paragraph 3.1.2 of this Agreement

3.1.2 develop an employment and training scheme to promote employment opportunities for Local People during the construction works; such scheme to incorporate a method statement for the purpose of facilitating the appointment of sub-contractors and Local People in the said construction works as a means of maximising local labour opportunities

3.2 The Owner shall use all Reasonable Endeavours to:

3.2.1 employ local contractors and sub-contractors and Local People in the said construction works;

3.2.2 consult with Employment Leeds and its partners with a view to identifying procedures to facilitate the appointment of contractors and sub-contractors and Local People in the said construction works;

Provided that nothing in this clause 3.2 shall require the Owner (or its building contractor as the case may be) to do or refrain from doing anything which would be contrary to prudent business practice or contrary to law.

3.3 *The Owner shall use Reasonable Endeavours to procure that the Occupiers of the relevant parts of the Development:*

3.3.1 *work with Employment Leeds and agree a method statement identifying the number and types of employment and training opportunities that can be accessed by Local People within such part of the Development and the resources needed to deliver the same;*

3.3.2 *provide to Employment Leeds on a 3 monthly basis (or on such other regular period as may be agreed with Employment Leeds) full details of the recruitment and retention of Local People as employees within such part of the Development and the training in place for apprentices and the existing workforce by reference to national industry standards;*

3.3.3 *provide Employment Leeds and partners identified by Employment Leeds with details of any employment vacancies that are created within such part of the Development, to be provided on a monthly basis (or on such other regular period as may be agreed with Employment Leeds) by way of an updated list of current vacancies;*

Provided that nothing in this clause 3.3 shall require the Owner (or an Occupier as the case may be) to do or refrain from doing anything which would be contrary to prudent business practice or contrary to law.

DEFINITIONS:

Local People:

- 1. Persons whose principal place of residence is within the electoral ward or adjoining electoral wards in which the Land is situated; or*
- 2. If no such persons can be found in the above category then it means persons whose principle place of residence is within the administrative area of the Council.*

Reasonable Endeavours:

means it is agreed by the parties that the party under such obligation shall thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable.

2.3 The above wording has been agreed in consultation with officers in Employment Leeds and the Council's standard clauses in respect of securing employment and training initiatives have been slightly modified so as to better address Members general comment that this development was to deliver proper opportunities for local people.

3.0 CONSULTATION:

- 3.1 As part of the negotiations regarding the content of the S106 agreement, Ward Members have been briefed about the detailed wording. Councillors Mark Dobson and Andrea McKenna have both responded indicating they are happy with the suggested wording.

4.0 CONCLUSION:

- 4.1 Since the previous Panel meeting where the officer recommendation to defer and delegate approval was agreed by Members considerable progress regarding the S106 has been made. The detailed content of the employment and training clauses is outlined in this report in accordance with the previous panel resolution and the other matters, namely the travel plan monitoring fee and bus stops improvement contribution have also been agreed.
- 4.2 In addition to the above and for Members information, the results of the stage 1 road safety audit have now been provided with Highway officers content with the findings. The public consultation period has also expired with no further representations being received other than those reported in the original report or verbally as part of the officer presentation during the previous meeting.
- 4.3 Members are therefore requested to note the contents of this report.

Background papers:

Application file: 14/03109/OT

Certificate of Ownership: Signed on behalf of applicant