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WASTE RESOURCE MANAGEMENT



STOREFIELD GROUP LIMITED

**PHOENIX PARKWAY** 

**WASTE RECOVERY PLAN** 

**JANUARY 2024** 



### **Wardell Armstrong**

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WASTE RECOVERY PLAN

**JANUARY 2024** 

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# **APPENDICES**

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Appendix 2	Rose Group Email - Limestone fill quote
Appendix 3	Evidence of land purchase price and estimated works value
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DRAWINGS	TITLE	SCALE
D-STP3996D-02	Existing site features	1:1,250 @ A1
D-STP3966D-03	Development Schematic Plan	1:1,500 @ A1
D-STP3966D-04a	Existing and Proposed Site Sections - Section A-A	1:2,000 @ A3 (h)
		1:200 @ A3 (v)
D-STP3966D-04b	Existing and Proposed Site Sections - Section B-B	1:2,000 @ A3 (h)
		1:200 @ A3 (v)



## 1 INTRODUCTION

- 1.1.1 The Storefield Group Ltd (Storefield) has commissioned Wardell Armstrong LLP (WA) to prepare a draft Waste Recovery Plan for its proposed development in Corby, North Northamptonshire.
- 1.1.2 The site has been identified as a strategic site for employment development within local planning policy. In order to make the site suitable for use as an industrial and commercial development, Storefield propose to raise and level to create a suitable load-bearing development platform. A planning application for the engineered development platform and the outline application for the development of an employment park comprising up to 43,000m² of use,has been submitted and is expected to be granted in 2024. As part of the planning process, a Section 106 agreement has been agreed between Storefield Group Limited, North Northamptonshire Council and TATA Steel UK Limited (planning reference NC/21/00072/OUT). The Section 106 agreement is provided in Appendix 1. The Section 106 specifies that the 'area of development derived from the restoration materials comprising suitable wastes or non-waste materials'.
- 1.1.3 The site was formerly a liquid waste treatment facility, for which the permit has been surrendered, and landfill site, for which part of the site is still permitted however, the landfill site is in formal closure. Prior to this, the site was quarried to remove material for use in the Corby Integrated Iron and Steel Works.
- 1.1.4 It is proposed that the development platform will be constructed of approximately 686,000m³ of suitable waste materials from construction and demolition. The scheme has been designed to require the minimum volume of suitable waste materials, which is part of the test for the use of waste being a 'genuine substitution' for virgin materials.
- 1.1.5 Reflecting its incorporation into the local development plan, the site is adjacent to similar developments to that proposed. Section 2 provides an overview of the site location, its setting and nearby sensitive receptors.
- 1.1.6 The scheme is financially viable using virgin raw materials (quarried stone) and Section 3 provides a financial model for proposed works, demonstrating how the waste recovery test has been met in accordance with EA Guidance: Waste Recovery Plans and Deposit for Recovery Permit.



1.1.7 Section 4 sets out how the platform will be constructed with materials appropriate to the scheme and will be constructed to ensure risk to human health and the environment is minimal. The design of the platform has been informed through geotechnical and hydrogeological review to ensure it will present an acceptable risk to the environment, including allowing the permit holder of the underlying landfill to continue to comply with their permit conditions.



# 2 SITE CONTEXT

# 2.1 Site Location

2.1.1 The site is located north of Willowbrook East Industrial Estate near Corby town, North Northamptonshire. The site is centred at SP 90128 90860 at nearest postcode NN17 5BE. Figure 2.1 provides the location and site boundary of the proposed recovery operation.

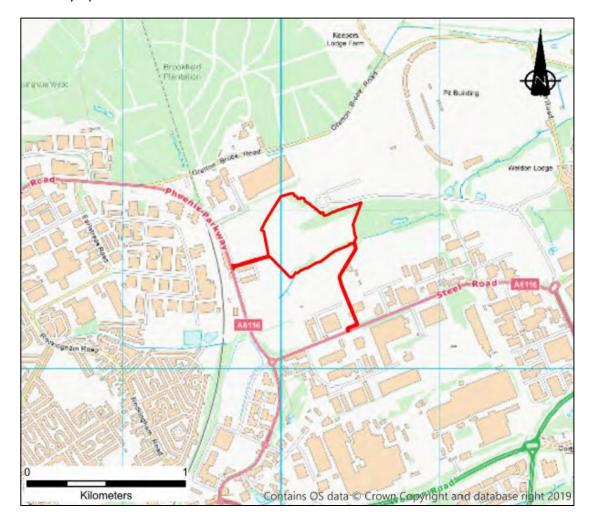


Figure 2.1: Site Location of Proposed Recovery Operation

2.1.2 The Site is approximately 20.5 ha in size, and currently comprises scrubland, incorporating a closed former landfill (Corby Tubeworks) whose environmental permit has not yet been surrendered, and an area formerly permitted as a liquid waste treatment facility. The Waste Management Licence originally issued for the landfill did not require the landfill to be capped nor specified a final restoration profile.



- 2.1.3 The topography of the Site in broad terms ranges between approximately 105m AOD to the south and 110m AOD towards the north. The landform is varied as a result of soil mounds, tracks, and former lagoons within the site boundary.
- 2.1.4 The site can be roughly divided into two areas, with the land within the former landfill site in south-eastern areas occupying a plateau-like position up to 3m higher than northern and western areas of the site. A steep-sided bund, up to 1.5m in height, runs along the western and southern boundaries of the plateau.
- 2.1.5 Ground levels within the former waste treatment facility site in the north-western portion of the site are up to 10m lower than Mitchell Road to the north-west and up to 7m lower than the unnamed road to the north-east, and fall steeply from these adjacent roads into the site area.
- 2.1.6 The bases of remediated former dewatering lagoons in the north-western areas of the site are approximately 2m 2.5m below the level of the surrounding ground.
- 2.2 Land Uses
- 2.2.1 The site is bound to the south by the river Willow Brook North, with Willowbrook East Industrial Estate adjacent to the south boundary. An area of scrubland with a commercial development sits between the area and the Phoenix Parkway road. Earlstrees Industrial Estate sits approximately 370m west of the permit boundary.
- 2.2.2 To the north, Mitchell Road runs parallel to the site boundary and forms a route from Phoenix Parkway to Rockingham Motor Speedway. Beyond Mitchell Road there are several industrial and commercial premises, breaking into more rural setting beyond these. An area of vegetation borders the site to the east.
- 2.2.3 The nearest residential properties are located approximately 750m southwest of the Site boundary on Pen Green Lane, beyond Phoenix Parkway and a railway line.
- 2.2.4 The Site lies within the Rockingham Enterprise Area, identified as a strategic site for employment development. However due to the varied topography, the Site requires essential engineering and enabling works to ensure its suitability for employment development.
- 2.2.5 As described in Section 2.1, the Site has a varied topography as a result of no final height profile being specified for completion of the underlying closed landfill. Additionally, one cell of the landfill was incomplete and one remained empty at the time of closure; as such the completed areas were simply filled to blend in with the



surrounding land, which has resulted in a 7 - 10m height difference on the north side of Mitchell Road. The site's permitting history is detailed further in Section 4.1

# 2.3 Sensitive Receptors

## **Habitats**

- 2.3.1 There are no European Sites including Ramsar Sites, Special Areas of Conservation (SACs), Special Protection Areas (SPAs), or Sites of Special Scientific Interest (SSSIs) within 2km of the Site. The nearest Site of Special Scientific Interest is Cowthick Quarry SSSI, located approximately 3km to the southeast.
- 2.3.2 There are Seven Local Wildlife Sites (LWS) are located within 2 km of the Site. The closest of these is the Brookfield Plantation LWS which is located approximately 340m to the north of the site.
- 2.3.3 There are also 11 Potential Wildlife Sites (PWS) within 2km of the Site, seven of which are within the Nene Valley Nature Improvement Area (NVNIA). The site itself has been identified within a potential wildlife site by the Wildlife Trust.
- 2.3.4 There are areas of protected deciduous woodland adjacent to the east, west and south of the site boundary.
- 2.3.5 Gretton Wood ancient woodland sites approximately 1.3km northwest of the site, comprising both 'ancient replanted woodland' and 'ancient and semi-natural woodland'.
- 2.3.6 A number of field surveys were undertaken in 2018 and 2019 and focussed on reptiles, amphibians (great crested newts), and invertebrates. The surveys have found that great crested newts (GCN) are present within a pond adjacent to the site. The site has suitable terrestrial habitat for newts, but no suitable breeding habitat was identified.
- 2.3.7 The surveys also found habitat with the potential to support nationally and locally important invertebrate species, including grassland, tall ruderals, woodland edges and ephemeral vegetation, as well as the mosaic nature of the habitats identified on site.
- 2.3.8 Impacts to great crested newt will be mitigated under licence. Habitats on land adjacent to the east will be enhanced and managed in the long-term, with connectivity between enhanced and existing habitats will be strengthened. Mitigation to reduce impacts to the invertebrate assemblage will also be undertaken during enabling works
- 2.3.9 Detailed mitigation to avoid and reduce impacts to ecological receptors during construction of the development platform be included in Construction Environment



- Management Plan (CEMP) and Landscape and Ecology Environmental Management Plan (LEMP) submitted in support of the planning application (Ref: NC/21/0072/OUT).
- 2.3.10 In addition, a Habitats Risk Assessment has been prepared as part of the permit application process, to assess the potential impacts from the site activities to the nearby protected habitats and species.

## **Historic Sites**

2.3.11 Weldon Lodge, a Grade II Listed Building is located approximately 1km east of the Site. The nearest Scheduled Monument to the Site is Kirkby Hall, an Elizabethan country house and gardens including the remains of the medieval village of Kirby, approximately 2.5 km to the northeast.

# 2.4 Geology

- 2.4.1 The underlying geology of the site was determined using the BGS GeoIndex Onshore tool and with reference to a 2020 Ground Investigation Report by Soiltechnics<sup>1</sup>.
- 2.4.2 The whole of the site's extent is underlain by artificial ground. As discussed further in Section 4.1, the site has been substantially filled with iron and steel work waste and landfill material following quarrying. In the southern part of the site the Made Ground deposits comprise landfill materials (generally sand, gravel and/or clay with limestone, concrete, brick, timber, metal, plastic, fabric, clinker and ash) and in the northern part of the site materials from the iron and steel works with reworked natural deposits beneath. Made Ground extends to around 12-16m depth.
- 2.4.3 No superficial deposits are recorded at the Site. It is likely that the original geological sequence would have comprised Oadby Member (referred to as Glacial Till or Boulder Clay in previous reports) at surface, with Lincolnshire Limestone Formation and Grantham Formation below. These deposits were likely excavated as 'overburden' during quarrying works to a depth of around 14m and may have been used to restore the excavation following removal of the Northampton Sand Formation.
- 2.4.4 The bedrock geology is that of the Northampton Sand formation, consisting of "sandy, berthierine-ooidal and sideritic ironstone". The Northampton Sand Formation is underlain by the Whitby Mudstone Formation.

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<sup>&</sup>lt;sup>1</sup> STP3996D- G01 Ground Investigation Report (2020), Soiltechnics



- 2.5 Hydrogeology
- 2.5.1 The Northampton Sand formation is classified as a Secondary A aquifer and the Whitby Mudstone Formation is classified as unproductive strata.
- 2.5.2 Site investigation and groundwater monitoring undertaken by Soiltechnics in 2020 suggest that groundwater may be present within the Northampton Sand Formation, and/or sandy Made Ground (reworked Northampton Sand Formation), beneath the Site. The groundwater flow regime in the Northampton Sand Formation will be influenced by the presence of former quarries and landfills. Groundwater monitoring at the Site by Soiltechnics suggests flow in the Northampton Sand Formation and/or sandy Made Ground (reworked Northampton Sand Formation) maybe from west to east.
- 2.5.3 Envirocheck report there are no groundwater abstraction licences within 2km of the site.<sup>1</sup> There are no Source Protection Zones within 5km of the Site.
- 2.6 Hydrology
- 2.6.1 The local topography slopes down toward the southeast, culminating at the low point of Willow Brook which forms the sites southern boundary. Willow Brook is a Main River which flows in an easterly direction and is a tributary of the River Nene.
- 2.6.2 The Greeton Brook, an Ordinary Watercourse, generally flows in a north-easterly direction through woodland adjacent to Greeton Brook Road approximately 310m to the north of the site. The Greeton Brook discharges to the Willow Brook approximately 5.8km to the north-east of the site.
- 2.6.3 Two historic dewatering lagoons for blast furnace slurry, which are now dry basins, are situated within woodland beyond the eastern site boundary, measuring several metres in depth and heavily vegetated with trees and shrubs. The basins are connected by an overflow pipe and the western pond has a pipe extending to the Willow Brook North.
- 2.6.4 The Site is located within Flood Zone 1 according to the Environment Agency's current Flood Map. A Flood Risk Assessment undertaken by WA indicated that the risk of flooding from fluvial sources, surface water, groundwater and sewers is considered to be Very Low.
- 2.6.5 The southwest and southeast boundaries of the Site are located close to areas of land within Flood Zone 3.



- 2.6.6 Envirocheck records one surface water abstraction point within 2km of the site, located approximately 1950m to the southeast. This was operated by the British Steel Corporation for water cooling purposes, but its licence has since been revoked.<sup>1</sup>
- 2.7 Initial Conceptual Hydrogeological Site Model
- 2.7.1 An initial Conceptual Hydrogeological Site Model (CHSM) is discussed below in the form of "sources, pathways and receptors". A full CHSM will be provided with the final permit application.

## Sources

2.7.2 Onsite sources include the waste within the C17 Landfill and made ground associated with the former quarrying activities and backfill materials.

# **Pathways**

- 2.7.3 Pathways for potential pollutants include any route from the source to the receptors. The C17 Landfill is unlined and the main pathway from the C17 Landfill to groundwater and the Willow Brook is through infiltration of rainwater through the waste mass and into groundwater in the underlying Northampton Sand Formation (where present) and Whitby Mudstone Formation.
- 2.7.4 Groundwater flow in the Northampton Sand Formation will be influenced by the presence of former quarries and landfills. Groundwater monitoring at the Site by Soiltechnics in July and August 2020 suggests flow in the Northampton Sand Formation maybe from west to east. Groundwater flow in the Whitby Mudstone Formation is in a southerly direction towards the Willow Brook. Attenuation of contaminants will be by dilution and dispersion within the Northampton Sand Formation and Whitby Mudstone Formation.

## Receptors

- 2.7.5 The Oadby Member, Lincolnshire Limestone Formation and Grantham Formation have been excavated as 'overbuden' during quarrying and are not recorded at the Site, therefore these deposits are not considered as receptors.
- 2.7.6 Quarrying at the Site also removed most of the Northampton Sand Formation, although Northampton Sand Formation up to 3m thick remains onsite. The Closure Report identified the main receptors as groundwater in the aforementioned Sand Formation and the Willow Brook. However, the 2020 site investigation and



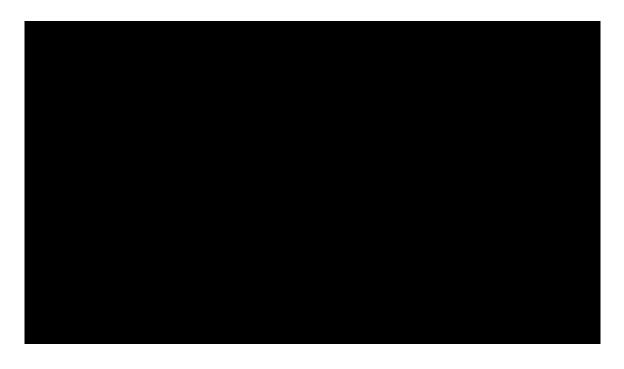
groundwater monitoring undertaken by Soiltechnics suggest that the Willow Brook should not be considered as a potential receptor.



# 3 MEETING THE WASTE RECOVERY TEST

- 3.1 Meeting the Definition of Substitution
- 3.1.1 This section sets out how the proposal to construct the development platform with waste material meets the EA's 'Waste recovery test', as the scheme could and would be carried out using non-waste materials if required.
- 3.1.2 The planning application (Ref: NC/21/0072/OUT) for the proposed engineering and enabling works and delivery of employment development has been submitted to Corby Borough Council and is presently being processed, with consent expected to be issued in 2024.
- 3.1.3 As part of the planning process, a Section 106 agreement has been agreed between Storefield Group Limited, North Northamptonshire Council and TATA Steel UK Limited (planning reference NC/21/00072/OUT). The Section 106 agreement is provided in Appendix 1. The Section 106 specifies that the 'area of development derived from the restoration materials comprising suitable wastes or non-waste materials'.
- 3.1.4 The engineering and enabling works are anticipated to be undertaken over a period of 4-5 years. Construction of the development platform will require approximately  $686,000m^3$  (c. 1,097,600 tonnes) of engineering fill.
- 3.1.5 The design of the platform is being informed through detailed Site Investigation and Risk Assessment demonstrating that a site will be stable and not present a risk to groundwater, either directly or indirectly by impacting on the extant landfill. These risk assessments will be included within the environmental permit application.
- 3.1.6 Further details on the design of the development platform, including cross-sections of the proposed works and quantity of material required, are provided in Sections 4.2 and 4.3.
- 3.1.7 Based on the labour and materials required over the 5-year period, a financial model has been developed to demonstrate that the use of waste materials represents genuine substitution. A summary of the financial model for construction of the development platform is provided in Table 3.1 below, with supporting evidence provided in Appendices 2 to 4.







## 4 DEVELOPMENT DESIGN AND WASTE RECOVERY ACTIVITES

- 4.1 Environmental Permitting History
- 4.1.1 The Site incorporates the closed Corby Tube Works landfill site (C/17) (EAWML 70559) in its southern extent, which has not yet been surrendered. In its northern extent, it consists of a closed, surrendered and remediated former liquid waste treatment facility (C/18) (EAWML 70560). Figure 4.1 below provides an approximate overlay of the site against the permit boundaries for the historic facilities. Drawing STP3996D-02 provides a more detailed plan of existing site features.



Figure 4.1: C18 and C17 Permit Site Plan Overlaid on Aerial View of the Site Boundary

- 4.1.2 Prior to waste management activities, the site was quarried to remove the underlying ironstone for use in the Corby Iron and Steel Works. The site was subsequently used as dewatering lagoons for blast furnace slurry produced from the blast furnaces which formed part of the Integrated Iron and Steel Works.
- 4.1.3 On closure of the Integrated Iron and Steel Works, the slurry was removed from the blast furnace lagoons, which were then divided into cells, using bund walls formed from inert rubble, to produce the landfill site.
- 4.1.4 The liquid waste treatment operation ceased in June 2007. Remediation work was carried out to empty the lagoons and remove and dispose of the liners. The EA agreed



the surrender of the WML in October 2010. The area is not considered to be a risk to the environment.

- 4.1.5 The Corby Tube Works landfill site was issued with a waste management licence in 1984 and ceased the acceptance of waste on 9 November 2004; it was classified as "Definitively Closed" by the Environment Agency (EA) on 19 December 2008. Since closure and the submission of the closure report in January 2006, the remaining uncapped areas have been in-filled with inert wastes, as agreed with the EA.
- 4.1.6 During its operation, the landfill site was used for the disposal of controlled wastes from Corby Tubeworks; these include neutralisation filtercake from pickling operations, settlement sludges from Weldon Settlement Ponds, non-hazardous industrial wastes and construction/demolition rubble.
- 4.1.7 The landfill did not incorporate engineering features such as artificial barriers and liners, capping systems, gas or leachate collection systems. The aftercare requirements set out in the Environmental Permit (WML70559/QP3799NL) in respect of quarterly landfill gas, surface water and groundwater monitoring and an annual stability inspection, have taken place in accordance with the Permit.
- 4.1.8 At the time of closure, Cells 1, 2 and 5 of the landfill cells were completed, however Cell 3 was only partially completed, and Cell 4 remained empty.
- 4.1.9 Other than a requirement that "nothing shall be deposited in the final 1m layer which is likely to interfere with final restoration or subsequent cultivation (inert material only)," the Waste Management Licence did not require the capping of completed areas. Equally, no final height profile was specified and as such the completed areas were simply filled to blend in with the surrounding land, which has resulted in a 7 10m height difference on the north side of Mitchell Road.
- 4.1.10 The design of the development platform will make appropriate provisions to ensure that the underlying landfill can continue to comply with its environmental permit conditions i.e., that landfill gas, surface water and groundwater monitoring can continue to be completed in accordance with the Aftercare Plan. This will involve extending boreholes into and above the engineered fill layer to allow continued monitoring.



# 4.2 End Use and Design

- 4.2.1 The Site lies within the Rockingham Enterprise Area, identified as a strategic site for employment development within the North Northamptonshire Joint Core Strategy 2011-2031. Although the site is allocated for employment use, it requires essential engineering and enabling works to ensure its suitability for employment development.
- 4.2.2 Engineering and enabling works will involve reprofiling the site to provide a stable and compact development platform using appropriate waste materials.
- 4.2.3 Cross sections showing the present site levels and the proposed development platform levels are provided in Drawings D-STP3966D-03, D-STP3966D-04a and D-STP3966D-04b.
- 4.2.4 The development platform will be constructed using suitable fill material, comprising of clean inert materials and Incinerator Bottom Ash, which will be deposited and compacted at the site under controlled conditions. Only materials which can support compaction plant will be accepted.
- 4.2.5 Controlled compaction is necessary to minimise future settlement. Loads imposed by deposition of imported fills will cause some consolidation of existing materials below current site levels. Site investigations will be concluded prior to commencement of the filling operation to determine the amount of settlement and consolidation that will occur and the likely associated timescales.
- 4.2.6 Detailed stability and hydrogeological risk assessments will be provided with the formal permit application to demonstrate satisfactory long-term stability and environmental protection, specifically to groundwater.
- 4.2.7 The platform has been designed with the appropriate materials selected to provide a suitably engineered base with appropriate load bearing to accommodate employment development, and a layer within which to install necessary services.
- 4.3 Quantity of Waste to be Used
- 4.3.1 The proposed development platform will require approximately 686,000m³ of suitable waste materials, equating to approximately 1,097,600 tonnes (assuming a density factor of 1.6).
- 4.3.2 Construction of an appropriate development platform is a necessary improvement to the land, due to current variable differences in topography within the Site, and the



- significant difference in levels between the site and the land to the north. The engineered platform will also enable the accommodation of services, such as drainage.
- 4.3.3 The engineering and enabling works comprise cut and fill operations to establish a level platform appropriate for the construction of employment development. To create the platform, the northern area of the Site will require the greatest fill depth of between approximately 7m 10m.
- 4.3.4 In the southwest area of the Site, a cut depth of between approximately 1m 3m will be required.

# **Consideration of Alternative Schemes**

- 4.3.5 As part of the design process for the proposed development, alternative schemes have been considered to evaluate the environmental effects of a project. This also allows consideration to whether the same function could be achieved using a smaller amount of waste.
- 4.3.6 The Proposed Development had been finalised having due regard to the Site's topography, previous land use, and its context within the wider environment.
- 4.3.7 The current uneven levels of the site, and variable composition of filled material make it unsuitable in its present form for development. The option of developing the site at its current level is therefore not a suitable alternative.
- 4.3.8 Furthermore, it would not be appropriate to consider alternative site locations as the site lies within the Rockingham Enterprise Area and is identified as a strategic site for employment development.
- 4.3.9 The design of the proposed levels has been developed been through an iterative design process to reduce the potential environmental effects to the lowest practical level and enhance the potential benefits of the scheme as far as practicable.
- 4.3.10 It is therefore considered that there is no appropriate alternative design for the development platform that would result in the same function using a smaller amount of material.
- 4.4 Suitability of Waste Material
- 4.4.1 It is proposed that the development platform will be constructed from inert waste materials suitable for the design of the works.
- 4.4.2 The material will mainly comprise construction and demolition waste.



4.4.3 Table 4.1 below provides a list of suitable wastes types that are proposed to be used in the construction of the platform.

	Table 4.1: List of Materials for use in Development Platform
EWC Waste Code	Description
01 04 08	Waste gravel and crushed rocks other than those mentioned in 01 04 07
01 04 09	Waste sand and clay
01 04 12	Tailings and other wastes from washing and cleaning of minerals other than those mentioned in 01 04 07 and 01 04 11
01 04 13	Waste from stone cutting and sawing other than those mentioned in 01 04 07
10 11 03	Waste Glass-based fibrous materials
10 11 12	Waste glass other than those mentioned in 10 11 11
10 12 06	Discarded moulds
10 12 08	Waste ceramics, bricks, tiles and construction products (after thermal processing)
10 13 11	Waste from cement-based composite materials other than those mentioned in 10 13 09 and 10 13 10
10 13 14	Waste concrete and concrete sludge
15 01 07	Glass Packaging
17 01 01	Concrete
17 01 02	Bricks
17 01 03	Tiles and ceramics
17 01 07	Mixtures of concrete, bricks, tiles and ceramics other than those mentioned in 17 01 06
17 02 02	Glass
17 05 04	Soil and stones other than those mentioned in 17 05 03
19 01 12	Bottom ash and slag other than those mentioned in 19 01 11
19 01 14	Fly ash other than those mentioned in 19 01 13
19 01 18	Pyrolysis wastes other than those mentioned in 19 01 13
19 01 19	Sand from fluidised beds
19 03 05	Stabilised wastes other than those mentioned in 19 03 04
19 03 07	Solidified wastes other than those mentioned in 19 03 06
19 08 01	Screenings
19 08 02	Waste from de-sanding
19 09 01	Solid waste from primary filtration and screenings
19 12 05	Glass
19 12 09	Minerals (for example sand, stones)
19 12 12	Other wastes including mixtures of materials) from mechanical treatment of wastes
	other than those mentioned in 19 12 11
19 13 02	Solid waste from soil remediation other than those mentioned in 19 13 01
20 01 02	Glass
20 02 02	Soil and stones

4.4.4 The wastes to be deposited will be largely inert. Incinerator Bottom Ash is also to be deposited, which has been undergone chemical testing and the results of which are provided in the Operating Techniques Report.



- 4.4.5 The chemical and engineering properties of the imported wastes will be suitable for use in the construction of the development platform and will meet the quality standards given in Section 4.5.
- 4.5 Meeting Quality Standards
- 4.5.1 The engineering and enabling works have been carefully designed to ensure that the development platform will be stable and suitable for the future application of the land as an employment development
- 4.5.2 All incoming waste will be subject to strict waste acceptance procedures to ensure that only the permitted waste types (as provided in Section 4.5) are accepted onto site.
- 4.5.3 Waste acceptance will involve three levels of verification, those being; 1) basic characterisation of materials; 2) compliance testing of materials received on site; and 3) on-site verification of materials. Each is described in further detail, below.

# Level 1: Basic Materials Characterisation

- 4.5.4 Prior to the operator agreeing to accept materials onto the site, wastes will be subject to Level 1 Basic Characterisation to provide:
  - a description of the material (including smell, colour and physical form);
  - the source and origin of the material, including a description of the current and/or previous land use at the site from which the materials originate;
  - the process producing the material;
  - the material treatment applied in compliance with regulation 10, or a statement of reasons why such treatment is not considered necessary;
  - the six-figure code applicable to the waste under the European Waste Catalogue;
  - identification that the material is appropriate for an inert waste recovery operation (including chemical analysis where applicable); and
  - identification of any potential risks to the environment and any additional precautions to be taken at the site (e.g. any additional acceptance and handling procedures that are required to ensure safe and proper deposit).



- 4.5.5 Where waste is sourced from a brownfield site or there is any other reason to believe waste may not be fully inert, the waste producer will be required to provide representative analysis.
- 4.5.6 The IBA has been sampled and tested and the results analysed. For four determinads, there are relatively minor exceedances of the inert criteria derived from the Landfill Directive. The determinands and their exceedances are:
  - Antimony 0.43mg/kg (inert limit value is 0.06mg/kg);
  - Chloride 2,300mg/kg (inert limit value is 800 mg/kg);
  - Sulphate 2,200mg/kg (inert limit value is 1,000 mg/kg);
  - Total Dissolved Solids 19,000mg/kg (inert limit value is 4,000 mg/kg);
  - 4.5.7 The results set out above are within the non-hazardous criteria limits, and have been used to set the waste acceptance criteria and testing limits on the IBA. These are presented in Table 4.2 below, along with the inert criteria limits for all other determinands.
  - 4.5.8 The full waste sampling data and analysis is provided in the Operating Techniques Report. The IBA testing data has also been analysed and incorporated into the Hydrogeological Risk Assessment (Firth Consultants), which demonstrates that there is no additional risk posed from the inclusion of IBA for deposit. IBA will be tested to demonstrate that it meets the waste acceptance criteria set out in Table 4.2 below.

Table 4.2: Waste Acceptance Criteria for IBA		
Component	Symbol	L/S = 10 l/kg mg/kg dry substance
Arsenic	As	0.5
Barium	Ba	20
Cadmium	Cd	0.04
Total Chromium	Cr total	0.5
Copper	Cu	2
Mercury	Hg	0.01
Molybdenum	Mo	0.5
Nickel	Ni	0.4
Lead	Pb	0.5
Antimony	Sb	0.43
Selenium	Se	0.1
Zinc	Zn	4



Table 4.2: Waste Acceptance Criteria for IBA			
Component	Symbol	L/S = 10 l/kg mg/kg dry substance	
Chloride	Cl <sup>-</sup>	2,300	
Fluoride	F	10	
Sulphate <sup>(a)</sup>	SO <sub>4</sub> <sup>2</sup> -	2,200	
Phenol index	PI	1	
Dissolved Organic Carbon <sup>(b)</sup>	DOC	500	
Total Dissolved Solids <sup>(c)</sup>	TDS	19,000	

- (a) This limit value for sulphate may be increased to 6,000 mg/kg, provided that the value of C₀ (the first eluate of a percolation test at L/S = 0.1 l/kg) does not exceed 1,500 mg/l. It will be necessary to use a percolation test to determine the limit value at L/S = 0.1 l/kg under initial equilibrium conditions.
- (b) If the waste does not meet this value for Dissolved Organic Carbon (DOC) at its own pH value, it may alternatively be tested at L/S = 10 l/kg and a pH between 7.5 and 8.0. The waste may be considered as complying with the acceptance criteria for DOC, if the result of this determination does not exceed 500 mg/kg.
- (c) The value for Total Dissolved Solids can be used alternatively to the values for Sulphate and Chloride.
- 4.5.9 Where the results of Level 1 Basic Characterisation show that a waste stream is not acceptable for deposit, the waste will not be accepted at the site.
- 4.5.10 The waste producer must provide Level 1 Basic Characterisation documentation and, where applicable, leaching test results to the operator prior to the receipt of the waste. The documentation and leaching test results will be assessed by a suitably competent person to determine whether the waste is acceptable for deposit at the site.
- 4.5.11 A copy of the documentation and leaching test results will be kept in a site log and made available for inspection to authorised officers of the Environment Agency. The site log will be kept in the site office.

# Level 2: Compliance Testing of Materials

- 4.5.12 The operator will carry out Level 2 Compliance Testing no less frequently than one per 1,000m³ or at least once a year for each separate material source. For Chapter 19 codes, testing will be carried out once per 5 batches or 1000m³ whichever is the lesser. Testing will demonstrate the integrity of Level 1 Basic Characterisation Testing and ensure compliance with the requirements of the Environmental Permit.
- 4.5.13 All samples taken for Level 2 Compliance Testing will be stored in a closed container suitable for the material being contained (to be determined by a technically



- competent person). The containers will be clearly labelled and/or reference sufficient to identify sample source and date of delivery.
- 4.5.14 Samples will be submitted to an independent laboratory for analysis using UKAS accredited techniques. The determinands for analysis will be selected on the basis of Level 1 Basic Characterisation. Copies of analytical results will be kept in a site log and made available to authorised officers of the Environment Agency.

# Level 3: On-Site Verification of Materials

- 4.5.15 Only waste streams that have been shown to be acceptable for deposit at the site following Level 1 Basic Characterisation and, where applicable, Level 2 Compliance Testing will be received at the site.
- 4.5.16 The drivers of all vehicles delivering materials to the site must report to the site office to disclose the nature of the material and complete the relevant documentation.
- 4.5.17 On arrival at the site control office, loads be subject to Level 3 On-Site Verification, comprising:
  - a check of the waste transfer note or annual season ticket;
  - visual inspection prior to and following deposit of the waste at the site.
- 4.5.18 Each load of incoming waste will also be assessed for suitability against the development works underway at the time.
- 4.5.19 A suitably trained and experienced operator will examine transport documentation details and compare the information against the pre-acceptance details on Level 1 Basic Characterisation and the waste types specified in the Environmental Permit.
- 4.5.20 Loads will be inspected visually by the operator to ensure that, as far as possible, the waste load matches the details given on Level 1 Basic Characterisation and the waste types permitted for acceptance at the site.
- 4.5.21 Discrepancies found during on-site verification checks will result in the vehicle being detained while supplementary checks are made some. These may include, as appropriate, referral to a suitable competent person, referral to the waste producer to confirm the nature of the waste load, contact with the carrier's base and/or referral to the Environment Agency.
- 4.5.22 Waste loads that pass the supplementary checks and which conform with the conditions of the Environmental Permit will be accepted at the site. Wastes that do



not conform to the conditions of the Environmental Permit will be rejected from the site.

- 4.5.23 Once accepted onto site, a visual inspection of the waste load will be undertaken during tipping, paying attention to colour, odour, consistency, and the presence of non-conforming materials. Any wastes that are found not to conform to the conditions of the Environmental Permit will wherever possible be reloaded onto the delivery vehicle for off-site removal, or otherwise removed to a quarantine area for temporary storage prior to off-site removal.
- 4.5.24 All instances of rejection of loads will be recorded in a site log, which will be made available for inspection by authorised officers of the Environment Agency.
- 4.5.25 The Site would be managed under the operator's ISO14001 accredited Environmental Management System.
- 4.6 Measures to Ensure Environmental Protection During Waste Emplacement
- 4.6.1 The development platform will be constructed in accordance with good site practices that will ensure that environmental protection is maintained throughout the construction process. Wastes will be placed as follows.
  - All surfaces in the area where waste is to be deposited shall be cleared of all materials with significant organic content, including surface vegetation and surface soil.
  - Slopes shall be cleared of organic matter to the same standard described above and shall be removed from faces in a systematic way as the fill level rises. Each lift of vegetation clearance shall remove organic matter to a height of about 3m above the working surface.
  - The waste material shall be placed as engineered fill in a series of discrete, horizontal, compacted layers in accordance with the 'Specification for Highway Works'.
  - Plant and methods used shall be used appropriate to the compaction requirements for the class of material being compacted.
  - Slopes of engineered fill between phases during infilling shall be constructed at stable slopes and in any case no steeper than an average of 1 in 2. Slopes shall be benched with 3m wide benches and 3m high steps at 1 in 1.
  - Infilling will be avoided in excessively wet conditions.



• The filling shall be completed at levels as indicated in Drawings D-STP3966D-04a and 04b.



# **APPENDICES**



# **APPENDIX 1**

**Section 106 Agreement** 

DATED 2023

(1) North Northamptonshire Council

-and-

(2) Tata Steel UK Limited

-and-

(3) Storefield Group Limited

# Section 106 Agreement relating to Land at Phoenix Parkway, Corby, NN17 5DP

Planning Reference: NC/21/00072/OUT Council Legal Reference: 020829



Kings House • 36-27 King Street • London • EC2V 8BB

(Ref: 551629C.3)

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- (1) **North Northamptonshire Council** of The Corby Cube, Parkland Gateway, Corby, NN17 1QG, United Kingdom (the **Council**);
- (2) **Tata Steel UK Limited** (Company Registration Number 02280000) whose registered office address is 18 Grosvenor Place, London, SW1X 7HS, United Kingdom (the **Owner**); and
- (3) **Storefield Group Limited (**Company Registration Number 2417831) whose registered office address is Furnace Park Old Telford Way, Telford Way Industrial Estate, Kettering, Northamptonshire, England, NN16 8UN (the **Developer**)

### **RECITALS**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property.
- (C) The Developer is the beneficiary of a contract dated 21 December 2020 (as varied) relating to the grant of a land restoration licence.
- (D) The Developer has made the Planning Application and is proposing to carry out the Development, which will inter alia include the Development Platform.
- (E) The Council having regard to the provisions of the Local Plan and to all other material considerations resolved at its meeting on 7 June 2023 that Planning Permission should be granted for the Development subject to the prior completion of this deed.

## IT IS HEREBY AGREED

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

Air Quality Mitigation Contribution: the sum payable in accordance with Schedule 1 of this deed.

**Commencement of Development:** the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance:
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and

erection of any fences and hoardings around the Property.

Commence and Commences shall be construed accordingly.

**Commencement Date:** the date Development Commences.

# Construction Training Programme

means a construction phase training programme in accordance with the principles outlined in paragraph 1 of Appendix 3, to include:-

- (a) measures to facilitate an enhanced understanding of different development construction skills; and
- (b) measures to engage with local colleges or training providers to provide a formal programme of construction education for students

Default Interest Rate: 4% per annum.

**Development:** the development of the Property authorised by the Planning Permission.

**Development Platform:** the area of development derived from the restoration materials comprising suitable waste or non-waste materials.

Fire Hydrant Contribution: the sum payable in accordance with Schedule 1 of this deed.

# **First Occupation**

the first date upon which the Development is Occupied pursuant to the Planning Permission and the term "First Occupied" shall be interpreted accordingly;

Highways Contribution: the sum payable in accordance with Schedule 1 of this deed.

**Index Linked:** increased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.

Plan: the plan attached as Appendix 1.

**Planning Application:** the application for outline planning permission submitted to the Council and given reference number NC/21/00072/OUT.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application.

**Property:** the land at Phoenix Parkway, Corby, NN17 5DP shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) NN287986.

TCPA 1990: Town and Country Planning Act 1990.

**Travel Plan:** means the plan to submitted in accordance with the relevant condition of the Planning Permission

Travel Plan Monitoring Contribution: the sum payable in accordance with Schedule 1 of this deed.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

# 2. STATUTORY PROVISIONS

2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

### 3. CONDITIONALITY

With the exception of clause 2, clause 3, clause 9, clause 10, clause 12, clause 15, clause 16, clause 17, clause 19, clause 20, clause 22 and clause 24 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

## 4. COVENANTS TO THE COUNCIL

- 4.1 The Owner covenants with the Council to:
  - 4.1.1 observe and perform the covenants, restrictions and obligations contained in Schedule 1.
  - 4.1.2 give at least 15 Working Days written notice to the Council of the intended Commencement Date.

## 5. COVENANTS BY THE COUNCIL

The Council covenants with the Owner and the Developer to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

## 6. INDEXATION

- 6.1 All financial contributions payable to the Council shall be Index Linked.
- Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

# 7. RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

## 8. DETERMINATION OF DEED

- 8.1 The obligations in this deed (with the exception of clause 10) shall cease to have effect if before the Commencement of Development, the Planning Permission:
  - 8.1.1 expires;
  - 8.1.2 is varied or revoked other than at the request of the Owner; or
  - 8.1.3 is quashed following a successful legal challenge.

# 9. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

### 10. COUNCIL'S COSTS

- 10.1 The Owner shall pay to the Council on or before the date of this deed:
  - 10.1.1 the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.
  - 10.1.2 the sum of £2,500.00 (Two Thousand Five Hundred Pounds) as a contribution towards the Council's costs of monitoring the implementation of this deed.

## 11. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a yearly basis for the period from the due date to and including the date of payment.

## 12. OWNERSHIP

- 12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.
- 12.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:
  - 12.2.1 the name and address of the person to whom the disposition was made; and
  - 12.2.2 the nature and extent of the interest disposed of.

# 13. REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

# 14. CANCELLATION OF ENTRIES

- On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- Following the performance and full satisfaction of all the terms of this Agreement or if this deed is determined pursuant to clause 8 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

# 15. DISPUTES

- Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
  - 15.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
  - 15.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

- 15.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 15.1.4 the seat of the arbitration shall be London.

# 16. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

## 17. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 18. FUTURE PERMISSIONS

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

# 19. AGREEMENTS AND DECLARATIONS

- 19.1 The parties agree that:
  - 19.1.1 nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
  - 19.1.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

### 20. NOTICES

- 20.1 Any notice or other communication to be given under this deed must be in writing and must be:
  - 20.1.1 delivered by hand; or
  - 20.1.2 sent by pre-paid first class post or other next working day delivery service.
- 20.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
  - 20.2.1 to the Council at the address above marked for the attention of Development Control Manager
  - 20.2.2 to the Owner at the address above;
  - 20.2.3 to the Developer at the address above;

or as otherwise specified by the relevant party by notice in writing to each other party.

- 20.3 Any notice or other communication given in accordance with clause 20.1 and clause 20.2 will be deemed to have been received:
  - 20.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs

after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

- 20.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.
- 20.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.
- 20.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 21. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

## 22. VALUE ADDED TAX

- Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).
- 22.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

## 23. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing the common seal of
$\begin{picture}(c) \textbf{NORTH NORTHAMPTONSHIRE COUNCIL}\ \ in\ the \end{picture}$
presence of:

**Authorised Signatory** 

Executed as a deed by acting by a director  Tata Steel UK Limited  In the presence of:
Signature of Director:
Signature of witness:
Name (in BLOCK CAPITALS):
Address:
Executed as a deed by acting by a director Storefield Group Limited In the presence of:
Signature of Director:
Signature of witness:
Name (in BLOCK CAPITALS):
Address:

# SCHEDULE 1 Covenants to the Council

# **PART 1 – Financial Obligations**

# 1. Highways Contribution

- 1.1 On or before the Commencement Date to pay to the Council the sum of £30,000.00 (Thirty Thousand Pounds) for the cost of upgrading of the footway on the eastern side of Phoenix Parkway to a 3m footway and cycleway.
- 1.2 On or before the Commencement Date to pay to the Council the sum of £11,000.00 (Eleven Thousand Pounds) towards the cost of enhancing the Steel Road roundabout scheme.

# 2. Travel Plan Monitoring Contribution

2.1 On or before the Occupation Date to pay to the Council the sum of £3,000.00 (Three Thousand Pounds) towards the cost of monitoring the Travel Plan.

# 3. Air Quality Mitigation Contribution

3.1 On or before the Occupation Date to pay to the Council the sum of £120,708.10 (One Hundred and Twenty Thousand Seven Hundred and Eight Pounds and Ten Pence) towards the cost of monitoring the air quality.

# **PART 2 – Employment Obligations**

#### 1. CONSTRUCTION TRAINING

- 1.1 To submit to the Council for approval and obtain the written approval of the Council to a Construction Training Programme covering those elements set out in paragraph 1 of Appendix 3 prior to the Commencement of Development and thereafter to carry out the measures in the Approved Construction Training Programme.
- 1.2 Not to Commence or permit the Commencement of Development until a Construction Training Programme satisfying the requirements of paragraph 1 above has been approved in writing by the Council.

# SCHEDULE 2 Covenants by the Council

#### PART 1

# 1. Highways Contribution

- 1.1 To pay the Highways Contribution into a separately identified interest bearing section of the Council's combined accounts within thirty (30) Working Days and in the event that is not done to pay interest to the payer on the Highways Contribution in accordance with the Default Interest Rate
- 1.2 Not to use any part of the Highways Contribution other than for the purposes for which it was paid as outlined in Part 1 of Schedule 1 (whether by the Council or another party).
- 1.3 In the event that the Highways Contribution has not been spent or committed for expenditure in accordance with Part 1 of Schedule 1 by the Council within 10 years following the date of receipt of the Highways Contribution the Council shall refund to the Developer any part of the Highways Contribution which has not been spent of committed for expenditure, together with any accrued interest

# 2. Travel Plan Monitoring Contribution

- 2.1 To pay the Travel Plan Monitoring Contribution into a separately identified interest bearing section of the Council's combined accounts as soon as reasonably practicable
- 2.2 Not to use any part of the Travel Plan Monitoring Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 2.3 In the event that the Travel Plan Monitoring Contribution has not been spent or committed for expenditure by the Council within 10 years following the date of receipt of the Travel Plan Monitoring Contribution the Council shall refund to the Developer any part of the Travel Plan Monitoring Contribution which has not been spent of committed for expenditure, together with any accrued interest

## 3. Air Quality Mitigation Contribution

- 3.1 To pay the Air Quality Mitigation Contribution into a separately identified interest bearing section of the Council's combined accounts as soon as reasonably practicable
- 3.2 Not to use any part of the Air Quality Mitigation Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 3.3 In the event that the Air Quality Mitigation Contribution has not been spent or committed for expenditure by the Council within 10 years following the date of receipt of the Air Quality Mitigation Contribution the Council shall refund to the Developer any part of the Air Quality Mitigation Contribution which has not been spent of committed for expenditure, together with any accrued interest

Plan

# **Construction Training Programme**

#### 1. CONSTRUCTION TRAINING

- 1.1 The Owner shall work with a local training provider to arrange a series of site visits for students across different construction skills.
- 1.2 These site visits are intended to provide useful insight into areas such as the management and scheduling of a construction project and the health and safety measures necessary on a large construction site.
- 1.3 The Owner shall fund transport to and from the Development.
- 1.4 The anticipated range of construction education activity could include:-
  - 1.4.1 education work during the construction phase of each building (allowing a minimum six visits per building);
  - 1.4.2 time input including "project briefings" from the developer's project management team;
  - 1.4.3 time input from main contractor (construction education provisions should be included in the tender documents for main contractor) for example (but without limitation) in the form of "project briefings" and /or "technical works"; and
  - 1.4.4 the Owner/developer working with a local training provider to share its experience of sustainable construction; this may involve working with students in a workshop environment or helping with project work on an individual basis.

### 2. INTRODUCTION

2.1.1 This appendix offers a guide to future drafting of details in connection with the Construction Training Programme which is to be submitted to and approved by the Council pursuant to Schedule 1.

# 2.2 The Parties agree that:

- 2.2.1 It is not prescriptive given the scope for change and variable training and education needs arising during construction and Occupation.
- 2.2.2 The initiatives covered by the Construction Training Programme are to be sponsored or carried out by the Owner, but this does not preclude the involvement of contractors, a local education provider, Job Centre Plus, the Skills Funding Agency, or other agencies.
- 2.2.3 The training opportunities and other initiatives provided under the cover of the Construction Training Programme shall relate to new jobs and business opportunities created by the Development (at both the construction and operational stages of the Development) and the

associated vocational and other skills requirements of the Owner, developer, their contractors and future occupiers of the Development.



Rose Group Email - Limestone fill quote

# Heath, Katie

**Subject:** Aggregate Prices - Corby

From: Jack McQuade < jack@rosegroup.co.uk >

**Sent:** 01 December 2021 10:13

To: Jonah Clarke < jonah.clarke@storefield.co.uk>

**Subject:** Aggregate Prices - Corby

Hi Jonah,

As requested, please find the prices below we can offer for your site at Corby: -

Limestone Fill Delivered Limestone Fill Ex Works £7.50 Per tonne £5.00 Per tonne

If you need anything else at all or have any questions, please let me know.

Kind regards,

# **Jack McQuade**

Aggregates Managing Director Rose Group Aggregates (Corby) Rose House, Unit 1, Ellis Court, Manton Park Corby NN17 5DY

Tel: 01536 662211
Email: jack@rosegroup.co.uk
Web: www.rosegroup.co.uk



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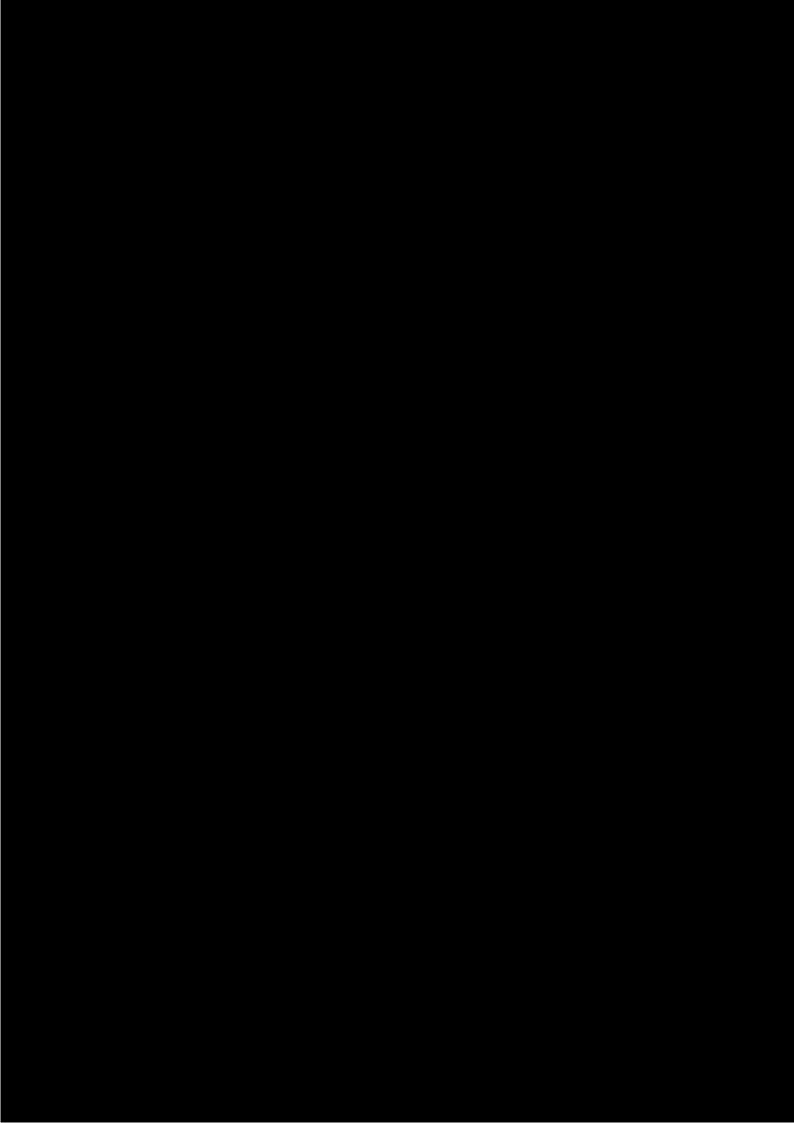
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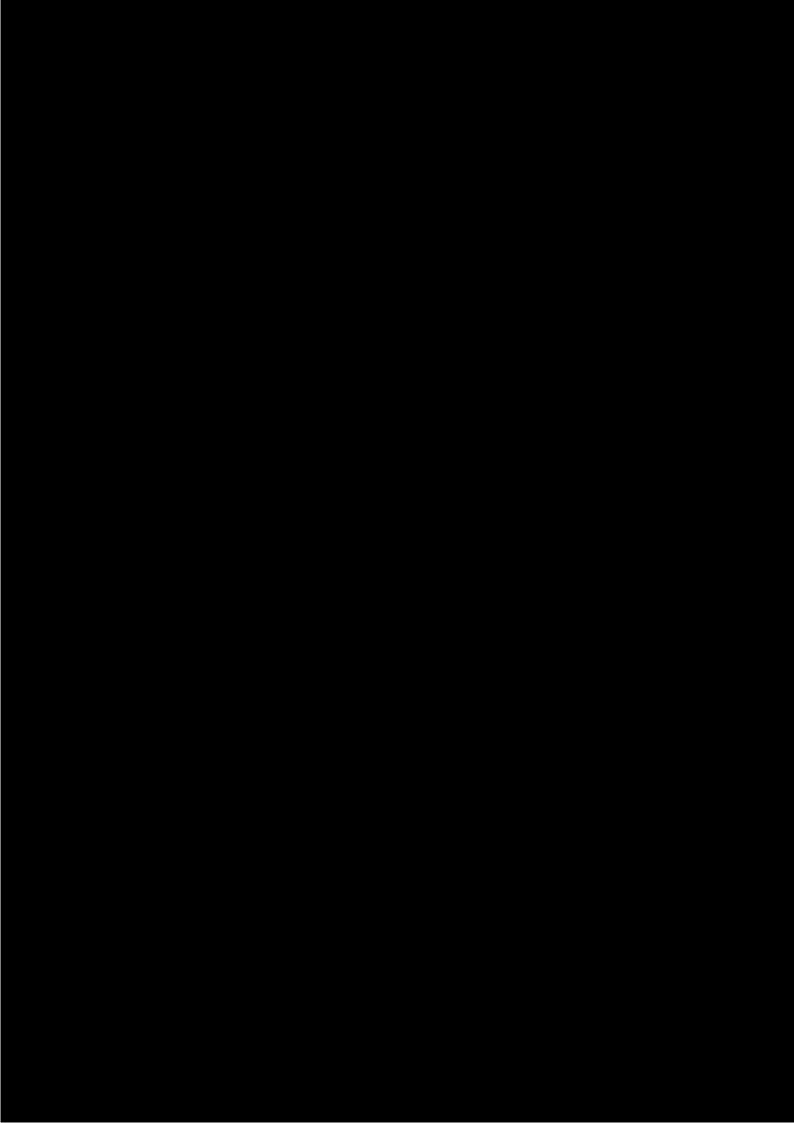
Registered office: Low Cross House, Padholme Road Fast, Peterborough, PE1 5XI.

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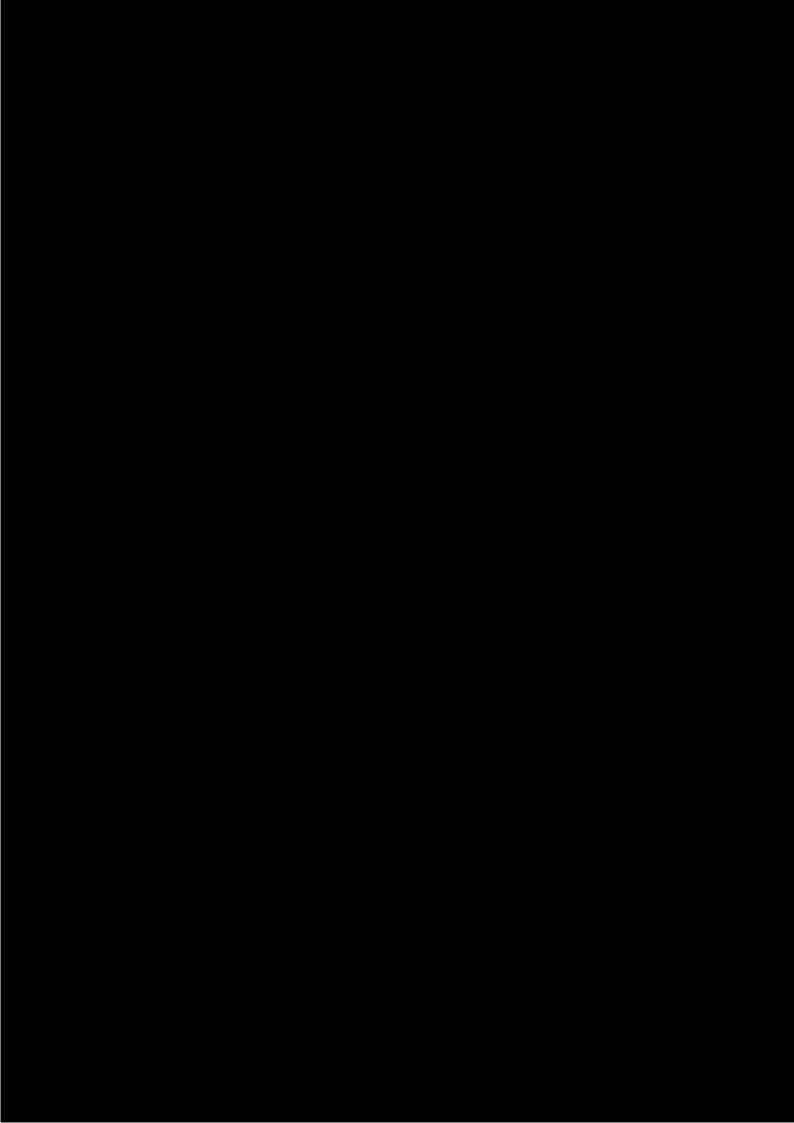
Evidence of land purchase price and estimated works value





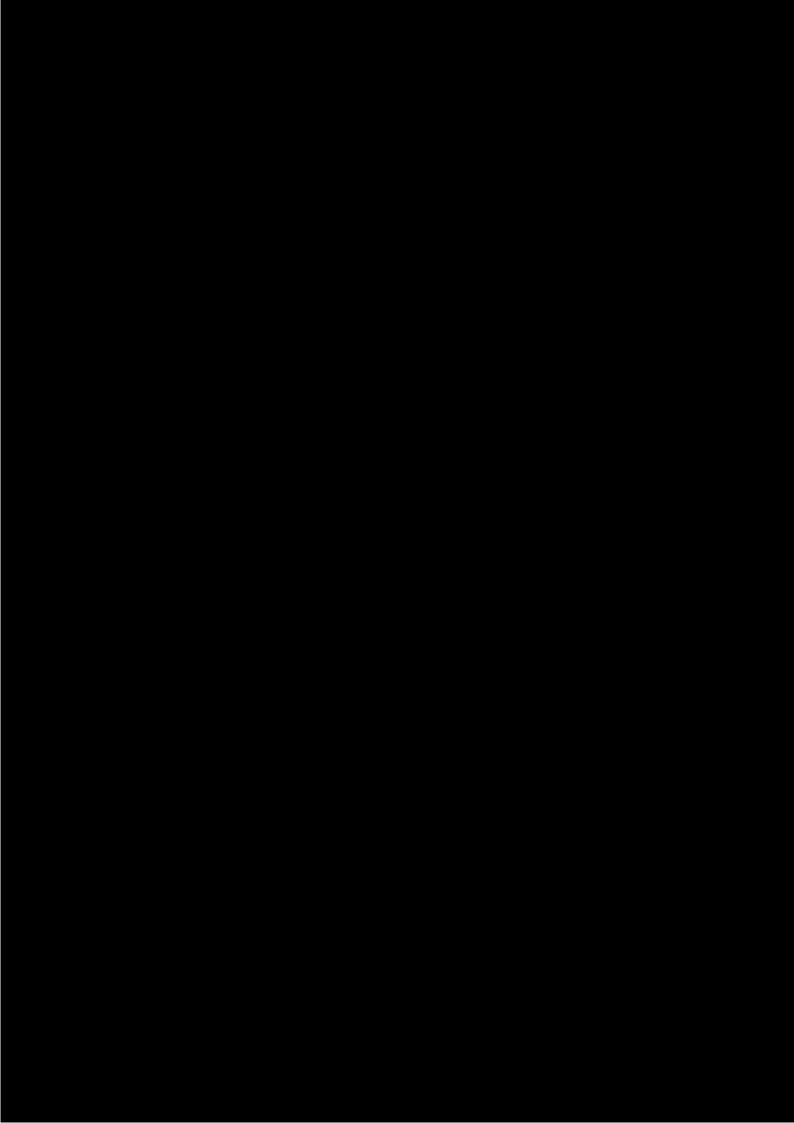
# Storefield Plant Rushton Limited Plant Hire Invoice Summary

Sales Person:	select from list	_		Date:	Mo	nday, 20 D	ecember 20	21
Customer:	select from list	_			Order No:			
Ordered By:				Phone No:				
E-Mail:								
Site Address:				Hire Start Date:				
				Date Off Hired:				
				<u> </u>				
Type of Hire:	select from list		Lookup column:	#N/A				
Plant Item on I	Hire:	select from list	0		Serial No:	#N/A		
Attachments i	ncluded in Hire:	select from list			Returned?:	N/A		
		select from list				N/A		
		select from list				N/A		
		select from list				N/A		
		select from list				N/A		
		select from list				N/A		
Hire Rate:		#N/A	#N/A					
lj				ates below. If it is a ntity" figure to refle				
Invoice Period	-		To:	——————————————————————————————————————	Invoiced Qty		ivoicea.	#N/A
Additional	Transport In						Rate:	
Charges:	Fuel	Quantity:		Litres			Rate:	£0.00
_	Adblue	Quantity:		Litres			Rate:	£0.00
	select from list	<u> </u>					Rate:	
	select from list	_					Rate:	
	select from list	_					Rate:	
	Transport Out	<del>_</del>					Rate:	



# Storefield Plant Rushton Limited Transport Invoice Summary

Sales Person:	select from list	Date:	Monday, 20 December 2021
Customer:	select from list		Order No:
Ordered By:		Phone No:	
E-Mail:			
Site Address (From):		Site Address (To):	
, ,			
Details:			
Hire Rate:			



# Storefield Plant Rushton Limited ContractInvoice Summary

Sales Person:	select from list		Date:	Mor	nday, 20 Decembe	er 2021
Customer:	select from list			Order No:		
Ordered By:			Phone No:			
E-Mail:						
Work Location	:					
Details:					_	
					<del>_</del> <del>_</del>	
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					<del>-</del> -	
					_ _	

Customer No.	<b>Customer Name</b>	Address 1
select from list		
CASH0001	Cash Sales	
INTERNAL	Storefield Plant Rushton Limited	
BIRD0001	Bird Contractors Ltd	Horninghold Hall
BOUGLOAM	Boughton Loam Limited	Telford Way
BROW0001	C L Brown Surfacing Contractors	Cabak Farmhouse
COML0001	Comley Demolition	Southern Way, Rye Common
CPBG0001	CPB Groundworks & Civils Limited	Unit 4
FOXO0001	Fox (Owmby) Limited	Caenby Hall
FRON0001	Frontiers Developments Limited	Clements Farm
GCE0001	GCE Hire Fleet Ltd	Aaron Road industrial Estate
GREE0002	Green Infrastructure Solutions	30 Connaught Street
MPH0001	MPH Construction	41 Cosby Road
STAP0001	Stapleford Commercial Group	Romalee
STOR0001	Storefield Aggregates Limited	Furnace Park, Old Telford Way
STOR0002	Storefield Environmental Limited	Furnace Park, Old Telford Way
THRE0001	Three Shires Limited	Piper Hole Farm
TOM00001	Tom Blackwell Limited	Woodcot Place
TUTS0001	TUTS (UK) Limited	1 North Folds Road
WGCH0001	W G Childs & Sons	Manor Farm
WILL000A	Willowbrook Construction Limited	Pywell Road
WILL0001	Willshift Plant Ltd	58 Gorse Road

Salesman ID	Name	Additional Charges
select from list		select from list
DW	Doug Wright	Adjustment
IC	Ian Canover	Commissioning
JS	Jason Stirling	Damage
		Decommissioning
		Missing Items
		On Site Move
		Operator Only
		Transport In

Address 2	Town/City	County

Horninghold Leicestershire Telford Way Industrial Estate Kettering Northamptonshire 17 Langar Lane Harby Melton Mowbray Odiham Hook Hampshire Parkhill Road Castle Ashby Northamptonshire Caenby Corner Market Rasen Lincolnshire Brickendon Hertfordshire Brickendon Lane Station Road Whittlesey Peterborough Kettering Northamptonshire Littlethorpe Leicestershire Stapleford Road **Stapleford Abbotts** Essex Telford Way Industrial Estate Kettering Northamptonshire Telford Way Industrial Estate Kettering Northamptonshire Eastwell Road Scalford Leicestershire White Ash Green Halstead Essex Oakley Hay Industrial Estate Corby Northamptonshire Twywell Kettering Northamptonshire Willowbrook East Northamptonshire Corby Kettering Northamptonshire

Type of Hire	Lookup Column	Unit
select from list		
Self Drive: Daily	7	per Day
Self Drive: Weekly	8	per Week
Operated: Hourly	9	per Hour

Post Code
LF16 8DH
NN16 8UN
LE14 4BL
RG29 1HU
NN17 1LA
LN8 2BU
SG13 8NS
PE7 2EX
NN16 8NU
LE19 2HG
RM4 1EJ
NN16 8UN
NN16 8UN
LE14 4SS
CO9 1PB
NN18 9AT
NN14 3AH
NN17 5XJ
NN16 9TE

Invoice Units	
Day(s)	
Week(s)	
Hour(s)	

Plant ID	Item
select from list	
D/02	Caterpillar D6T LGP
D/03	Komatsu D65 PX
D/04	Caterpillar D6R LGP
D/05	Caterpillar D6T LGP
D/HI	Dozer
E/01	Volvo EC220DL
E/08	Volvo EC300DL
E/09	Volvo EC220DL
E/10	Caterpillar 320EL
E/11	Volvo EC140EL
E/12	Volvo EC140EL
E/13	Volvo EC140EL
E/14	Caterpillar 308E2 QC
E/16	Caterpillar 313F L GC
E/17	Caterpillar 313F L GC
E/18	Caterpillar 320GC Q
E/19	Caterpillar 320GC Q
E/20	Caterpillar 320GC Q
E/HI	Excavator
L/02	Volvo L120H
L/03	Hyundai HL760-9
L/04	Volvo L120H
L/HI	Loading Shovel
FT/01	Mecalac TA6S
BR/01	Atlas Copco MB1200E 20T Breaker
DT/01	Caterpillar 730C2
DT/02	Caterpillar 730C2
DT/03	Volvo A30G
DT/HI	Dump Truck
TX/01	Cat 963
TX/02	Cat 953
C/01	R400 Crusher
C/HI	Crusher
S/02	883+Terex
S/03	595 Terex
S/05	Commander Screener
S/HI	Screener
R/01	Hamm roller
T/01	John Deere 6125M
TR/01	Jpm Trailer
RS/01	Roadsweeper
RS/02	Roadsweeper
FB/01	Fuel Bowser
FB/02	Fuel Bowser
FB/03	Fuel Bowser
WB/01	Water Bowser
WLSB/01	Wheeled Loading Shovel Bucket
•	· -

WW/01	Wheel Wash
RB/01	Riddle Bucket
1	
ASB/01	Allu Screening Bucket
VDB/01	V Ditch Bucket
8TBR/01	8T Breaker
14TBR/01	14T Breaker
20TBR/01	20T Breaker
30TBR/01	30T Breaker
RT/01	Ripper Tooth
8TPF/01	8T Pallet Forks
14TPF/01	14T Pallet Forks
20TPF/01	20T Pallet Forks
SG/01	Selector Grab
RG/01	Rotating Grab
SH/01	Shear
M/01	Muncher
A	

# **Attachments**

select from list

- 1' Bucket (Toothed)
- 1' Bucket (Bladed)
- 1'6" Bucket (Toothed)
- 1'6" Bucket (Bladed)
- 2' Bucket (Toothed)
- 2' Bucket (Bladed)
- 2'6" Bucket (Toothed)
- 2'6" Bucket (Bladed)
- 3' Bucket (Toothed)
- 3' Bucket (Bladed)
- 4' Bucket (Toothed)
- 4' Bucket (Bladed)
- 5' Bucket (Toothed)
- 5' Bucket (Bladed)
- 6' Bucket (Toothed)
- 7' Bucket (Toothed)
- Ditching Bucket

Description	Serial Number	Collection Date				
DOZER	JRW00676	08/01/15				
DOZER	70282	25/03/08				
DOZER	SAH01583	09/08/07				
DOZER	CATOOD6TCSGZ00418	11/08/18				
Dozer	Hired In Dozer	11/00/10				
20 ton excavator	220755	13/02/14				
30 ton excavator	210755	19/11/13				
20 ton excavator	221270	02/12/14				
20 ton excavator	NAZ0224	20/11/15				
14 ton excavator	310595	07/12/16				
14 ton excavator	310875	18/08/17				
14 ton excavator	310873	18/08/17				
8 ton excavattor	0FJX100714	01/09/18				
13 ton excavation	CAT0313FHGJD10307	13/09/18				
13 ton excavator	0GJD10304	24/09/18				
20 ton excavator	0KTN00342	03/08/18				
20 ton excavator 20 ton excavator	0KTN00342 0KTN00336	03/08/18				
	0KTN00336					
20 ton excavator		13/08/18				
Excavator	Hired In Excavator	45/06/45				
Wheeled Loading shovel	VCEL120HPF0014470	15/06/15				
Wheeled Loading shovel	HHKHLL010CD0000534	25/06/18				
Wheeled Loading shovel	16147	08/06/18				
Loading Shovel	Hired In Loading Shovel	/ /				
6 ton dumper	SLBD1DJ0EJ7PR5398	07/09/18				
Breaker for 20 ton excavator	DEQ15014	18/02/15				
30ton dumptruck	CAT0730CA2T401157	06/09/18				
30ton dumptruck	CAT0730CV2T401156	07/09/18				
30ton dumptruck	742248					
Dump Truck	Hired In Dump Truck					
tracked loading shovel	2D51958	25/07/01				
tracked loading shovel	20202013	31/08/03				
Material Crusher	PIDR400POME48553	23/04/14				
Crusher	Hired In Hired Dump					
3 way Screener	TRX883STHDGGB3363	30/05/17				
1 way Screener	TRX595HTCDGE58668	29/08/14				
high belt screener	2815673					
Screener	Hired In Screener					
20 ton roller	H1761470	31/08/11				
wheeled tractor	1/06125MEDK750242	28/06/13				
14 ton dump trailer for tractor	2015-6418	16/09/15				
Roadsweeper	KX54 VDZ	12/10/04				
Roadsweeper	Y106 HPE	11/09/09				
Fuel Bowser						
Fuel Bowser						
Fuel Bowser						
Water Bowser						
Wheeled Loading Shovel Bucket						

Wheel Wash	
Riddle Bucket	
Allu Screening Bucket	
V Ditch Bucket	
8T Breaker	
14T Breaker	
20T Breaker	
30T Breaker	
Ripper Tooth	
8T Pallet Forks	
14T Pallet Forks	
20T Pallet Forks	
Selector Grab	
Rotating Grab	
Shear	
Muncher	

	elf-Drive Hire Rat		Operated Hire Rate							
per Hour	per Day	per Week	per Hour	per Day	per Week					
Self-Drive: Hourly	Self Drive: Daily	Self Drive: Weekly	Operated: Hourly	Operated: Daily	Operated: Week					
N/A	£240.00	£1,200.00	£44.00	N/A	N/A					
N/A	£200.00	£1,000.00	£44.00	N/A	N/A					
N/A	£240.00	£1,200.00	£44.00	N/A	N/A					
N/A	£240.00	£1,200.00	£44.00	N/A	N/A					
N/A	£240.00	£1,200.00	£44.00	N/A	N/A					
N/A	£130.00	£650.00	£34.00	N/A	N/A					
N/A	£180.00	£900.00	£38.00	N/A	N/A					
N/A	£130.00	£650.00	£34.00	N/A	N/A					
N/A	£130.00	£650.00	£34.00	N/A	N/A					
N/A	£95.00	£475.00	£32.00	N/A	N/A					
N/A	£95.00	£475.00	£32.00	N/A	N/A					
N/A	£95.00	£475.00	£32.00	N/A	N/A					
N/A	£75.00	£375.00	£30.00	N/A	N/A					
N/A	£95.00	£475.00	£32.00	N/A	N/A					
N/A	£95.00	£475.00	£32.00	N/A	N/A					
N/A	£130.00	£650.00	£34.00	N/A	N/A					
N/A	£130.00	£650.00	£34.00	N/A	N/A					
N/A	£130.00	£650.00	£34.00	N/A	N/A					
N/A	£130.00	£650.00	£34.00	N/A	N/A					
N/A	£250.00	£1,200.00	£42.00	N/A	N/A					
N/A	£250.00	£1,200.00	£42.00	N/A	N/A					
N/A	£250.00	£1,200.00	£42.00	N/A	N/A					
N/A	£250.00	£1,200.00	£42.00	, N/A	N/A					
N/A	£29.00	£145.00	£28.00	N/A	N/A					
N/A	£90.00	£450.00	N/A	N/A	N/A					
N/A	£240.00	£1,200.00	£42.00	N/A	N/A					
N/A	£240.00	£1,200.00	£42.00	N/A	N/A					
N/A	£240.00	£1,200.00	£42.00	N/A	N/A					
N/A	£240.00	£1,200.00	£42.00	N/A	N/A					
N/A	£200.00	£1,000.00	£42.00	N/A	N/A					
N/A	£200.00	£1,000.00	£42.00	N/A	N/A					
N/A	£500.00	£2,500.00	£72.00	N/A	N/A					
N/A	£200.00	£1,000.00	£50.00	N/A	N/A					
N/A	£200.00	£1,000.00	£50.00	N/A	N/A					
N/A	£40.00	£200.00	N/A	N/A	N/A					
N/A	£40.00	£200.00	N/A	N/A	N/A					
N/A	£125.00	£750.00	£36.00	N/A	N/A					
N/A	£90.00	£450.00	£32.00	N/A	N/A					
N/A	£40.00	£200.00	N/A	N/A	N/A					
N/A	£120.00	N/A	N/A	N/A	N/A					
N/A	£120.00	N/A	N/A	N/A	N/A					
N/A		, , , , , , , , , , , , , , , , , , ,	,	N/A	N/A					
N/A				N/A	N/A					
N/A				N/A	N/A					
N/A				N/A	N/A					
N/A		£100.00		N/A	N/A					

N/A	N/A	N/A
N/A	N/A	N/A

Plant ID	Description	Serial Number	Collection Date	01/08/18	02/08/18
C/01	Powersceen Crusher R400				
D/03	Komatsu D65 PX Dozer				
D/04	Caterpillar D6R LPG Dozer				
D/05	Caterpillar D6T LGP	CAT00D6TCSGZ00418	11/08/18		
DT/01	Caterpillar 730C2	CAT0730CA2T401157	06/09/18		
DT/02	Caterpillar 730C2	CAT0730CV2T401156	07/09/18		
E/08	Volvo EC300				
E/09	Volvo EC220				
E/10	Caterpillar 320				
E/11	Volvo EC140				
E/12	Volvo EX140EL				
E/13	Volvo EC140EL				
E/16	Caterpillar 313F L GC	CAT0313FHGJD10307	13/09/18		
E/18	Caterpillar 320GC Q	0KTN00342	03/08/18		
E/19	Caterpillar 320GC Q	0KTN00336	03/08/18		
E/20	Caterpillar 320GC Q	0KTN00337	13/08/18		
L/01	Volvo L120H				
L/02	Volvo L120H				
L/03	Hyundai HL760-9 Wheeled Loa	ding Shovel			
S/02	Terex Finlay 883+Screener				
S/03	Terex 595 Screener				
S/05	Commander Screener				
	Caterpillar 308E2 QC	0FJX100714	01/09/18		
	Mecalac TA6S	SLBD1DJ0EJ7PR5398	08/09/18		

# **Plant Utilisation**

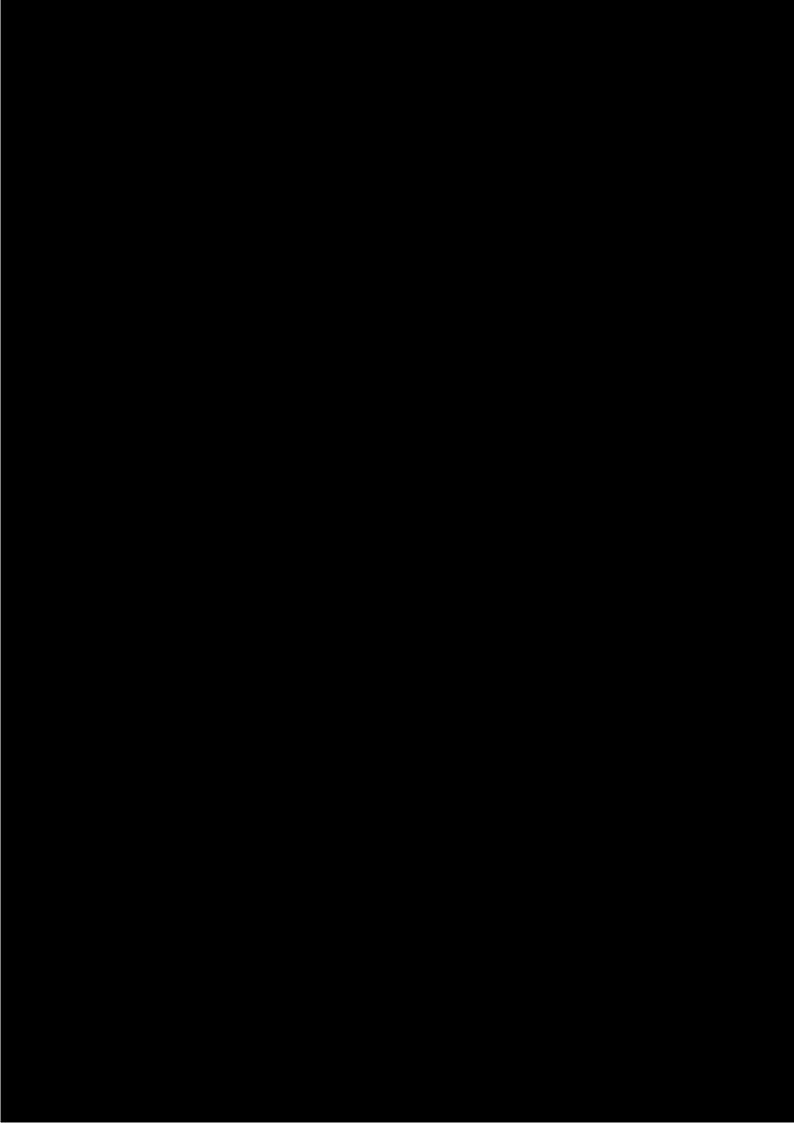
03/08/18	04/08/18	05/08/18	06/08/18	07/08/18	08/08/18	09/08/18	10/08/18	11/08/18	12/08/18	13/08/18	14/08/18	15/08/18	16/08/18	17/08/18	18/08/18	19/08/18	20/08/18	21/08/18	22/08/18	23/08/18	24/08/18	25/08/18	26/08/18	27/08/18	28/08/18	29/08/18	30/08/18	31/08/18	01/09/18
0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	7	2	2			2	2	2	2	2	3	3	0
																	_	4	4	1	1				4	4	4	4	
																	1	1	1	1	1				1	1	1	1	
																	1	1	1	1	1				1	1	1	1	
																	1	1	1	1	1				1	1	1	1	
																	1	1	1	1	1				1	1	1	1	
																	1	1	1	1	1				_	_	_	_	
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																				1	1				1				
																	1	1	1	1	1				1	1	1	1	

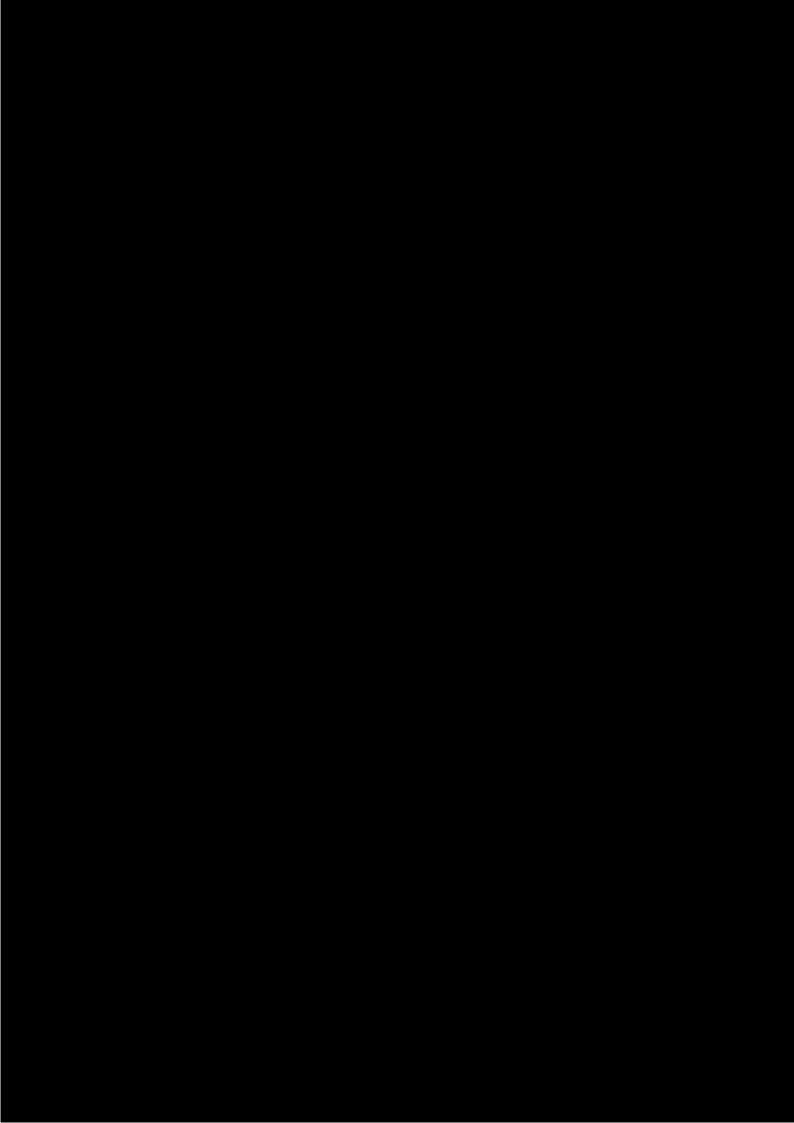
02/09/18	03/09/18	04/09/18	05/09/18	06/09/18	07/09/18	08/09/18	09/09/18	10/09/18	11/09/18	12/09/18	13/09/18	14/09/18	15/09/18	16/09/18	17/09/18	18/09/18	19/09/18	20/09/18	21/09/18	22/09/18	23/09/18	24/09/18	25/09/18	26/09/18	27/09/18	28/09/18	29/09/18	30/09/18

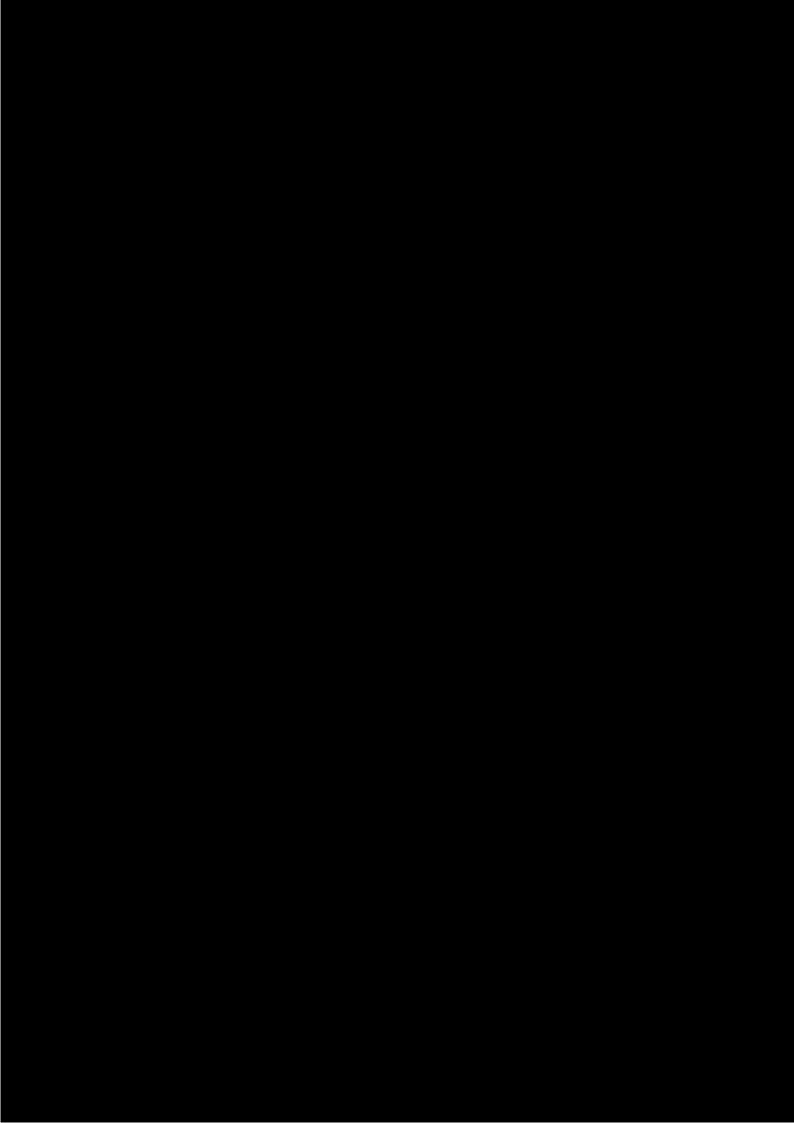
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2	#NAME?
9	#NAME?
9	#NAME?
0	#NAME?
0	#NAME?
0	#NAME?
9	#NAME?
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5	#NAME?
9	#NAME?
9	#NAME?
8	#NAME?
0	#NAME?
9	#NAME?
7	#NAME?
9	#NAME?
3	#NAME?
9	#NAME?
0	#NAME?
0	#NAME?
	Hired  2 9 9 0 0 0 9 9 5 9 9 9 7 9 9 9 9 9 9 9 9 9 9 9 9 9



Phoenix Parkway, Corby – Employment Land Values







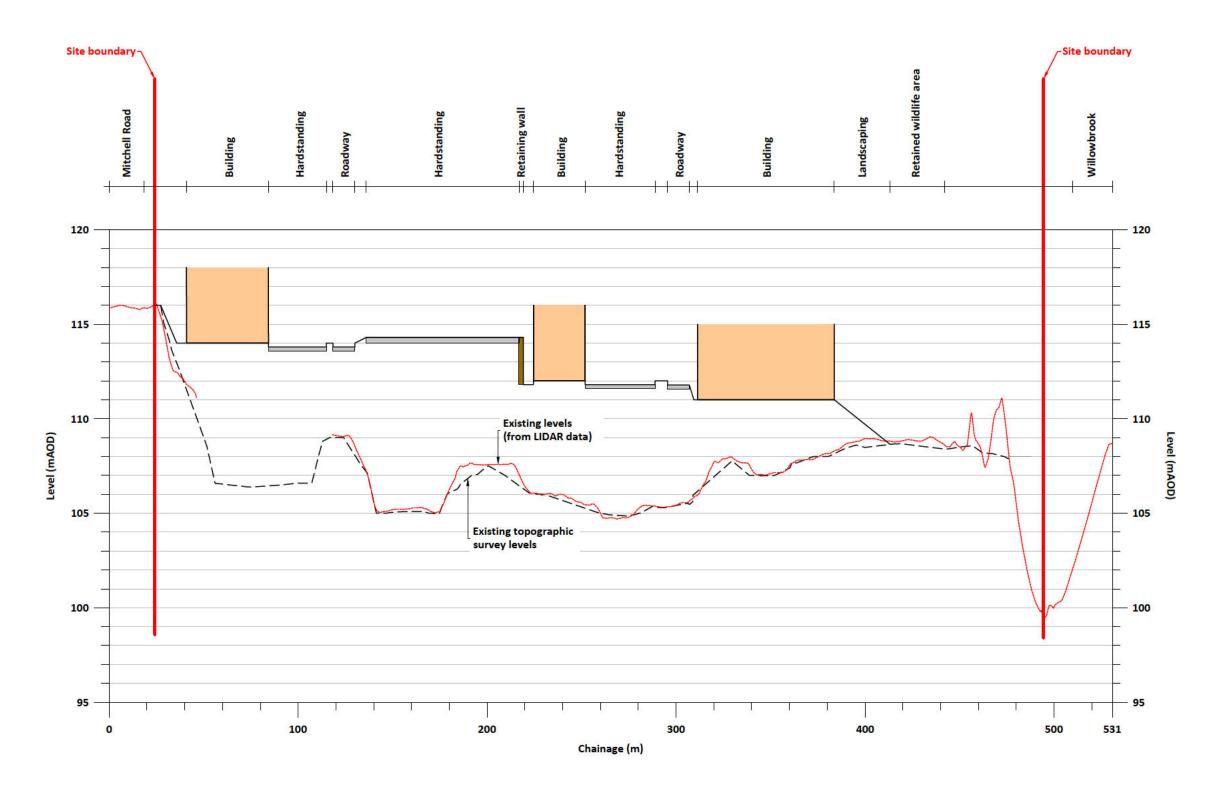


# **DRAWINGS**









# Notes

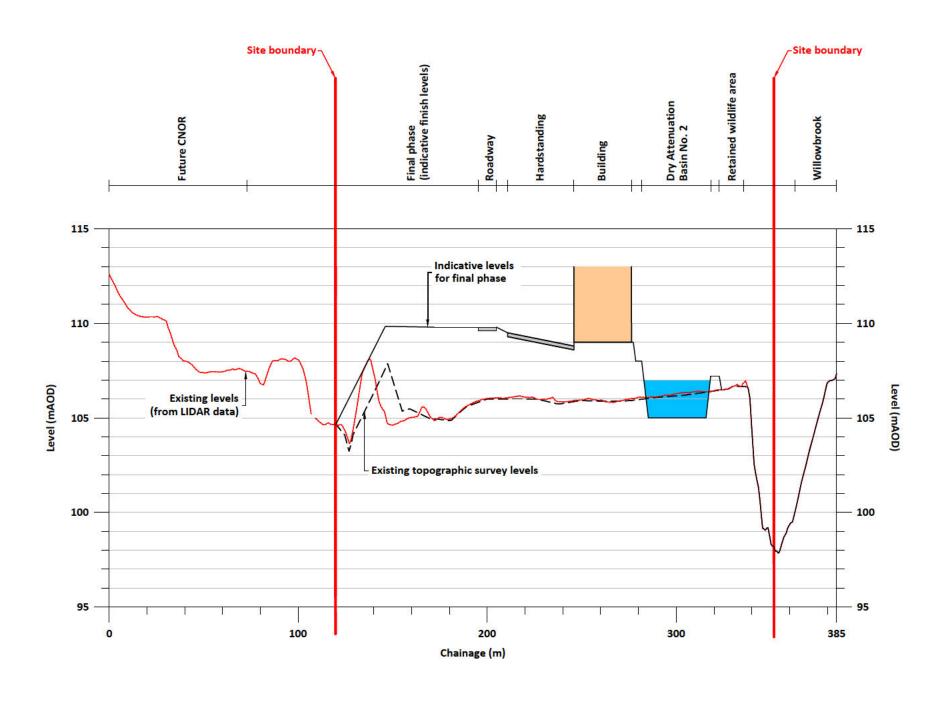
1. Section location indicated on Drawing 03

2. LIDAR data has been obtained from https://data.gov.uk/ (LIDAR Composite DSM - 25cm) licensed under the Open Government Licence v.3.0

Title Scale Drawing number

Section A-A indicating existing and potential proposed site levels 1:2000 at A3 (horizontal) 1:200 at A3 (vertical)





# Notes

- Section location indicated on Drawing 03
   LIDAR data has been obtained from https://data.gov.uk/ (LIDAR Composite DSM 25cm) licensed under the Open Government Licence v.3.0

Section B-B indicating existing and potential proposed site levels

Scale

1:2000 at A3 (horizontal) 1:200 at A3 (vertical)

Drawing number

04b

# wardell-armstrong.com

# STOKE-ON-TRENT

Sir Henry Doulton House Forge Lane Etruria Stoke-on-Trent ST1 5BD Tel: +44 (0)1782 276 700

#### **BIRMINGHAM**

Two Devon Way Longbridge Technology Park Longbridge Birmingham B31 2TS Tel: +44 (0)121 580 0909

#### **BOLTON**

41-50 Futura Park Aspinall Way Middlebrook Bolton BL6 6SU Tel: +44 (0)1204 227 227

# BRISTOL

Temple Studios
Temple Gate
Redcliffe
Bristol
BS1 6QA
Tel: +44 (0)117 203 4477

# **BURY ST EDMUNDS**

Armstrong House Lamdin Road Bury St Edmunds Suffolk IP32 6NU Tel: +44 (0)1284 765 210

#### CARDIFF

Tudor House 16 Cathedral Road Cardiff CF11 9LJ Tel: +44 (0)292 072 9191

#### CARLISTE

Marconi Road Burgh Road Industrial Estate Carlisle Cumbria CA2 7NA Tel: +44 (0)1228 550 575

# **EDINBURGH**

Great Michael House 14 Links Place Edinburgh EH6 7EZ Tel: +44 (0)131 555 3311

#### **GLASGOW**

24 St Vincent Place Glasgow G1 2EU Tel: +44 (0)141 428 4499

#### LEEDS

36 Park Row Leeds LS1 5JL Tel: +44 (0)113 831 5533

#### LONDON

Third Floor 46 Chancery Lane London WC2A 1JE Tel: +44 (0)207 242 3243

#### **NEWCASTLE UPON TYNE**

City Quadrant 11 Waterloo Square Newcastle upon Tyne NE1 4DP Tel: +44 (0)191 232 0943

#### **TRURO**

Baldhu House Wheal Jane Earth Science Park Baldhu Truro TR3 6EH Tel: +44 (0)187 256 0738

#### International office:

#### ALMATY

29/6 Satpaev Avenue Hyatt Regency Hotel Office Tower Almaty Kazakhstan 050040 Tel: +7(727) 334 1310

