

# **Appendix 10**

## **Section 106 Heads of Terms**



20F/0001

Bramley Moore Dock

Regent Road

Liverpool

## **Proposed Everton stadium at Bramley-Moore Dock, Liverpool**

### Section 106 Heads of Terms

#### **Parties**

- (A) Liverpool City Council ("**LCC**")
- (B) Everton Stadium Development Limited ("**ESDL**")
- (C) Goodison Park Stadium Limited ("**GPSL**")
- (D) Peel L&P Developments Limited ("**Peel**")

#### **Planning Obligations**

ESDL covenants as owner of BMD so as to bind BMD. GPSL covenants as owner of Goodison Park so as to bind Goodison Park.

##### 1. Goodison Park Legacy

GPSL to commence the redevelopment of Goodison Park, following the grant of a GP planning permission, within a period of 3 years from first use of BMD either for competitive league football (the first "**Match Day**") or to host an event with more than 10,000 spectators (the first "**Major Event Day**") or within such longer period as LCC agrees in its absolute discretion taking all material circumstances into account.

##### 2. Hydraulic Tower

Subject to the necessary grants of listed building consent, and subject to the outcome of appropriate surveys and investigations, ESDL to make the Hydraulic Tower safe, and thereafter repair and refurbish it and make it available for public use in time for the first Match or Major Event, in the manner described in the stadium planning application.

##### 3. Local skills, employment and training

ESDL to obtain LCC's approval of a Training and Employment Strategy for (i) the construction phase prior to commencement of works at BMD and (ii) the stadium's operational phase prior to the first Match or Major Event. The Strategy will encourage the employment of local people and local businesses during the construction and operation of the stadium. ESDL to implement the Strategy in accordance with the approved details or as amended from time to time by agreement with LCC.

##### 4. Match Day / Major Event Day Transport Strategies

- (A) ESDL to obtain LCC's approval of Match Day and Major Event Day Transport Strategies in time for the first Match or Major Event and thereafter to implement the same in accordance with the approved details or as amended from time to time by agreement with LCC. The Strategies to consist of measures to

encourage safe, convenient and sustainable access to the stadium and to minimise impacts on neighbouring residents and businesses.

- (B) A Transport Working Group to be formed (so far as is reasonably possible at that time) not less than 6 months before the first Match or Major Event and thereafter to meet not less than twice yearly to review and monitor the effectiveness of the Transport Strategies, and the suitability of the measures required to deliver them, including the operation of:
- (i) Match Day shuttle bus services to Liverpool city centre and Bootle town centre;
  - (ii) a Match Day shuttle bus, operating on a pre-booked basis, serving disabled visitors to BMD from Sandhills station;
  - (iii) a Match Day shuttle bus, operating on a pre-booked basis, serving disabled visitors to BMD from Stanley Park car park or such other suitable car park as may be agreed from time to time;
  - (iv) a shuttle bus, operating before and after Matches and Major Events for Everton Football Club staff and other staff by agreement, between BMD and Stanley Park car park or such other suitable car park as may be agreed from time to time; and
  - (v) the bus service referred to in clause 8 below.

The Group to consist of senior representatives of ESDL, Peel, the Merseyside Passenger Transport Executive (“**Merseytravel**”), the Police, transport operators, LCC highways department, Sefton Council highways department and other transport stakeholders.

ESDL will provide and make available the shuttle buses referred to in clauses 4(B) (ii), (iii) and (iv) prior to the first Match or Major Event.

- (C) To the extent that such services cannot be provided on a commercial basis, ESDL will procure that Match Day shuttle bus services are made available for not less than 3,600 passengers travelling between BMD and Liverpool city centre and not less than 1,620 passengers travelling between BMD and Bootle town centre or such other Match Day passenger numbers as the Transport Working Group considers appropriate from time to time.
- (D) ESDL to reimburse LCC’s reasonable costs (subject to an appropriate cap) of employing an urban traffic control room officer on Match Days and Major Event Days to enable LCC to implement remote operation of key traffic signal-controlled junctions on the Great Howard Street corridor.
- (E) ESDL to provide marshalls at key highway junctions to be agreed with LCC to help manage conflicts between pedestrians and motorists.

5. Signage Strategy

ESDL to reimburse LCC's reasonable and proper costs (subject to an appropriate cap) in providing pedestrian and vehicular signage for the stadium.

6. Parking Restrictions

ESDL to reimburse LCC's reasonable and proper administrative costs (subject to an appropriate cap) in extending the existing FMPZ and in introducing a new business permit parking area and location specific kerbside parking and loading restrictions.

7. Sandhills Railway Station

(A) ESDL to work with Merseytravel / Merseyrail and LCC to agree a scheme for the provision of the following improvements within the railway station to assist with passenger queueing resulting from Matches and Major Events at the stadium:

- (i) An external pedestrian waiting area with associated fencing, bollards, surfacing, lighting, drainage, CCTV and wayfinding signage;
- (ii) An appropriate welfare facility required for the marshalls employed by Merseyrail in connection with the pedestrian waiting area;
- (iii) Provision of demountable metal barriers associated with the pedestrian waiting area and appropriate storage facilities for the same; and
- (iv) Provision of raised kerbs to facilitate any future bus interchange which may be brought forward by Merseytravel on land outside of the station.

The above improvements to be constructed by Merseytravel at an agreed cost reimbursed by ESDL in time for the first Match or Major Event.

(B) ESDL to reimburse Merseyrail its reasonable employment costs (subject to an appropriate cap) associated with marshalling Match Day and Major Event Day passenger queueing at the waiting area.

8. Northshore circular bus service

(A) ESDL to reimburse Merseytravel its reasonable costs incurred in providing a bus service between the station, BMD and Liverpool city centre. ESDL's payments to commence in advance of the date when the stadium opens to the general public ("stadium opening") so as to enable the bus service to commence from stadium opening. ESDL's payments to continue for a period of 5 years from stadium opening and be capped at [not more than £150,000 per annum] with appropriate reductions:

- (i) following reviews by the Transport Working Group referred to in clause 4(B) above, after taking account of whether and to what extent there is passenger demand for the bus service to and from BMD;
- (ii) after taking account of fare paying passengers and the extent to which the bus service can be provided or funded on a commercial basis; and
- (iii) after taking into account any contributions which become payable by third parties towards the cost of providing or maintaining the bus service.

9. Ecological Mitigation

ESDL and Peel commitment to work together to agree a suitable scheme for the provision of two floating pontoons in Nelson Dock, or elsewhere as required, to serve as a substitute habitat for cormorant birds displaced from BMD. Peel to install the pontoons in an agreed location and at an agreed cost before works are commenced to infill BMD. ESDL to maintain and monitor the pontoons during the first twelve months and thereafter, Peel to maintain and monitor them as part of its wider Liverpool Waters ecology strategy. Peel's agreed installation and maintenance costs to be reimbursed by ESDL. Nelson Dock will be bound by Peel's commitments.

February 2021

565667765