

DATED 8th April 2021

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

SOUTH WEST YORKSHIRE PARTNERSHIP NHS FOUNDATION TRUST

and

ORION HOMES LIMITED

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 (as amended) relating to development on land off Mount Vernon Road, Barnsley, S70 4DP

THIS AGREEMENT (signed as a deed) is made the day of

April

2021

BETWEEN:-

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire, S70 2TA ("**Council**"); of the first part and
- (2) **SOUTH WEST YORKSHIRE PARTNERSHIP NHS FOUNDATION TRUST** of Trust Headquarters, Fieldhead Hospital, Ouchthorpe Lane, Wakefield, WF1 3SP ("**the Owner**").
- (3) **ORION HOMES LIMITED** (registered number 01428718) whose registered office is at 5 Benton Office Park, Bennett Avenue, Horbury, Wakefield WF4 5RA ("**the Developer**")

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

DEFINITIONS

GENERAL DEFINITIONS

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|--|---|
| "1990 Act" | means the Town and Country Planning Act 1990 as amended; |
| "Affordable Housing Commuted Sum" | means the sum of £193,180 (one hundred and ninety three thousand one hundred and eighty pounds) to be paid to the Council by the Owner and used by the Council in lieu of the provision of Affordable Housing on the Land for the provision of, or improvements to, existing Affordable Housing elsewhere within the Council's area; |
| "Application" | means the full planning application reference number 2019/0577 for residential development of up to 70 dwellings on the Land; |
| "Approved Layout" | means the layout shown on drawing ref SK001 Rev S Site Layout Plan |
| "Commencement of Development" | means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the 1990 Act 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 Land and reference to "Commence Development" shall be construed accordingly;
"Development"	means the development of the Land in accordance with the Planning Permission;
"Dwellings"	means the residential units that may be built on the Land as part of the Development and reference to "Dwelling" shall be construed accordingly;
"Education Contribution"	means the sum of £416,000 (four hundred and sixteen thousand pounds) Index Linked to be paid by the Owner to the Council as its total contribution towards the provision of school places within Barnsley.
"First Occupier"	means the first occupier for residential purposes of each Dwelling excluding all subsequent occupations and reference to "First Occupation" shall be construed accordingly;
"Greenspace"	means any areas of open space not included within any plot boundary and hatched green on the Approved Layout.
"Head of Planning and Building Control"	means the Head of Planning and Building Control of the Council for the time being or such other officer of the Council nominated by him or her for the purposes of this Agreement;
"Independent Surveyor"	means a member of the Royal Institution of Chartered Surveyors appointed by the Owner but first approved by the Council and reference to "Independent Surveyors" shall be construed accordingly;
"Index Linked"	means such increase to the sums payable to the Council under this Agreement as is necessary to reflect any increase in the Consumer Price Index (All Items) (or such replacement index thereof) for the period commencing from the date of this Agreement and ending on the date of payment such increase to be calculated by reference to the index most recently published at the date at which the relevant payment is made;

"Interest Rate"	means interest at 4 per cent above the base lending rate of the bank of England from time to time and in every case compounded on the first day of June and December in each year.
"Land"	means all that land off Mount Vernon Road, Barnsley S70 4DP shown for identification purposes only edged red on Plan 1;
"Management Company"	means a Company incorporated for the purpose of carrying out future maintenance of the onsite Woodland Area and the Greenspace in perpetuity.
"Market Dwellings"	means all Dwellings excluding Affordable Dwellings
"National Planning Policy Framework"	means the national Planning Policy Framework as published in July 2019 by the Department for Communities and Local Government (or any future guidance or initiative that replaces or supplements it);
"Occupation" and "Occupy"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the expression "Occupants" shall be construed accordingly;
"Open Market Dwellings"	means the residential units that may be built on The Land as part of the Development and reference to "Open Market Dwelling" shall be construed accordingly;
"Owner"	means the Owner and their successors in title.
"Plan 1"	means the plan attached to this Agreement and marked "Plan 1";
"Planning Permission"	means a planning permission to be granted pursuant to the Application substantially in the form of the draft as annexed in the Second Schedule;

“Practical Completion”

means either:

1. the issue of a certificate signed by a chartered architect which confirms that a specified Dwelling has been constructed in compliance with building regulations; or
2. the issue of a Buildmark cover note by the National House-Building Council or guarantee issued by Premier LABC warranty;

“Public Open Space Contribution”

means the sum of £134,478 (one hundred and thirty four thousand four hundred and seventy-eight pounds) Index Linked to be paid by the Owner to the Council as its total contribution towards the provision of and or improvement to sports and/or recreation facilities within the administrative area of the Council in accordance with Local Plan Policy 1 and the Councils Supplementary Planning Document 'Open Space Provision on New Housing Developments;

“Statutory Undertaker”

means any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;

“Sustainable Travel Contribution”

means the sum of £52,500 (fifty two thousand five hundred pounds

“Woodland Area”

means the onsite woodland area shown on the Approved Layout and cross hatched in green.

“Working Day”

means a weekday (Saturdays, Sundays and public holidays and the days between Christmas Day and New Year's Day excepted) and reference to **“Working Days”** shall be construed accordingly.

1.2 Where the context so requires:-

1.2.1 The singular includes the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate;

1.2.2 References to any party in this Agreement shall include the successors in title and assigns of that party and in the case of the Council shall include any

successor local planning authority exercising planning powers under the 1990 Act;

- 1.2.3 Where a party includes more than one person any obligations of that party shall be joint and several;
- 1.2.4 Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing;
- 1.2.5 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it and any regulations or statutory instrument made under it;
- 1.2.6 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement; and
- 1.2.7 Clause headings are for reference only and shall not affect the construction of this Agreement.

2 RECITALS

- 2.1 By virtue of the 1990 Act the Council is the local planning authority for the purposes of this Agreement for the area in which the Land is situated and is the Authority by whom the planning obligations hereby created are enforceable.
- 2.2 The Owner is the registered proprietor with absolute title of the Land registered at HM Land registry under Title Numbers SYK326399 ("the Owner")
- 2.3 The Developer has an interest in the Land by way of a conditional contract to purchase dated 8th March 2019 made between the Owner and the Developer.
- 2.4 The Application was submitted to the Council on behalf of the Owner and the Developer for planning permission for the Development.
- 2.5 The Council would not grant Planning Permission for the Development unless the planning obligations contained herein were entered into by the Owner.
- 2.6 Subject to clause 3.6 the Owner by entering into this Agreement does so to create planning obligations in respect of the Land and each part of it in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.

3 OPERATIVE PROVISIONS

- 3.1 This Agreement is a planning obligation made in pursuance of Section 106 of the 1990 Act and to the extent that the covenants in this Agreement are not made under the Section 106 of the 1990 Act they are made under Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers so enabling.
- 3.2 The planning obligations comprised in this Agreement shall not become effective until the following conditions are satisfied:-
 - 3.2.1 the Planning Permission has been granted; and

3.2.2 (except where stated otherwise in this Agreement) the Commencement of Development.

3.3 Subject to Clause 3.2 the Owner hereby covenant with the Council that the Land shall be from the date hereof until the date of release in accordance with the Third Schedule paragraph 1.1 and 1.2 subject to the restrictions and provisions regulating the Development and use thereof specified in the First Schedule and the Owner acknowledge that its interest in the Land will be bound by the planning obligations in the First Schedule and the Council covenant with the Owner to comply with its obligations in the Third Schedule.

3.4 It is agreed and declared as follows:-

3.4.1 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement:-

- (a) occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);
- (b) if he shall be an occupier or tenant of any of the Dwellings or a purchaser of an individual Dwelling;
- (c) if it is a Statutory Undertaker which has an interest in any part of the Land for the purposes of its undertaking.

3.4.2 Any dispute arising between the parties as to their respective rights duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement or any failure to agree upon any matter may be referred in accordance with clauses 3.4.3 and 3.4.4 to the determination of a person ("Expert").

3.4.3 Any reference to an Expert in accordance with clause 3.4.2 shall be to a reputable person unconnected to any of the parties hereto and experienced in matters to which the subject matter of the dispute relates and who shall be agreed between the parties to the dispute or appointed on the application of any party to the dispute made at any time by the President of the Law Society and the decision of the Expert shall be final and binding upon the parties to the dispute and the parties hereby agree to act in accordance with the decision (save for manifest error).

3.4.4 Each of the parties to the dispute referred to an Expert pursuant to clause 3.4.3 shall be entitled to submit to the Expert representations and cross representations with such supporting evidence as they shall consider necessary and the expert shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the Expert himself) shall be paid.

3.4.5 Where any notice or confirmation is to be served on the Council under the terms of this Agreement such notice or confirmation shall be sent to Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza

one, PO Box 600, Bamsley, S70 9EZ, quoting the Application reference number 2018/0800.

- 3.4.6 If the Planning Permission shall expire before the Commencement of Development or shall at any time be modified (without the consent of the Owner) or revoked this Agreement shall terminate and cease to have effect.
- 3.4.7 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority.
- 3.4.8 The obligations hereby created shall be registered as a Local Land Charge.
- 3.4.9 No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.
- 3.4.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement.
- 3.4.11 The Developer shall pay to the Council its reasonable legal fees incurred in the preparation, negotiation and completion of this Agreement of £1500.
- 3.4.12 Wherever this Agreement requires the approval agreement determination or consent of the Council or the Owner such approval agreement determination or consent is not to be unreasonably withheld or delayed.
- 3.4.13 The parties shall act reasonably and in good faith in the performance of their obligations in this Agreement.
- 3.5 The Council covenants with the Owner as set out in the Third Schedule
- 3.6 The Developer shall keep the Owner indemnified against all liabilities, proceedings, costs, claims, demands and expenses incurred or arising as a result of this Agreement.

Multi-Use Park, Mansley



Item	Quantity	Unit	Notes
Asphalt	10,000	Sq Yd	1.5" Thick
Gravel	20,000	Sq Yd	3" Thick
Concrete	5,000	Sq Yd	4" Thick
Rebar	100	Lbs	#4
Formwork	10,000	Sq Yd	1.5" Thick
Excavation	10,000	Sq Yd	1.5' Deep
Backfill	10,000	Sq Yd	3" Thick
Landscaping	10,000	Sq Yd	1.5' Deep
Lighting	10,000	Sq Yd	1.5' Deep
Drainage	10,000	Sq Yd	1.5' Deep
Site Work	10,000	Sq Yd	1.5' Deep
Construction	10,000	Sq Yd	1.5' Deep
Final	10,000	Sq Yd	1.5' Deep

- 1. 1.5" Thick
- 2. 3" Thick
- 3. 4" Thick
- 4. 1.5' Deep
- 5. 3' Deep
- 6. 4' Deep



<p>Project Name: Multi-Use Park, Mansley</p> <p>Project No: 10000</p> <p>Scale: 1" = 100'</p> <p>Date: 10/10/10</p> <p>Author: [Name]</p> <p>Checker: [Name]</p> <p>Reviewer: [Name]</p> <p>Approved: [Signature]</p>	
<p>1. 1.5" Thick</p> <p>2. 3" Thick</p> <p>3. 4" Thick</p> <p>4. 1.5' Deep</p> <p>5. 3' Deep</p> <p>6. 4' Deep</p>	<p>1. 1.5" Thick</p> <p>2. 3" Thick</p> <p>3. 4" Thick</p> <p>4. 1.5' Deep</p> <p>5. 3' Deep</p> <p>6. 4' Deep</p>

FIRST SCHEDULE

("The Owner's Covenants")

The Owner hereby covenants with the Council:-

1 EDUCATION, PUBLIC OPEN SPACE, AND SUSTAINABLE TRAVEL CONTRIBUTIONS AND AFFORDABLE HOUSING COMMUTED SUM

- 1.1. To pay the contributions and commuted sum in the total sum of £796,158 in six equal instalments of £132,693
 - 1.1.1 Before the occupation of the 10th dwelling
 - 1.1.2 Before the occupation of the 20th dwelling
 - 1.1.3 Before the occupation of the 30th dwelling
 - 1.1.4 Before the occupation of the 40th dwelling
 - 1.1.5 Before the occupation of the 50th dwelling
 - 1.1.6 Before the occupation of the 60th dwelling
- 1.2 Without prejudice to the provisions in paragraphs 1.1.1 to 1.1.6 (inclusive) above not to Occupy more than the number of Dwellings referred to in the above clauses 1.1.1 to 1.1.6 inclusive until the corresponding Contribution has been paid to the Council.

2. WOODLAND AREA & GREENSPACE

The owner/developer hereby covenants with the Council:

1. To submit to the council, prior to commencement of the development, a scheme for the management of all non-private greenspace and woodland areas within the site, The Mount Vernon Woodland and Green Space Management Plan
2. The submitted scheme will address the following matters:
 - a. The woodland and landscaped areas will be jointly owned by all properties on the Development. A formal Development Management Company (DMC) will be set up and this company will be responsible for the implementation of the post-construction phase.
 - b. The DMC will appoint a management agent to manage the site and appoint a specialist arboricultural/landscape consultant to undertake the works recommended in the scheme.
 - c. Carry out five-yearly reviews, using a recognised arboriculturist, of the woodland areas who will advise on the works required for the annual maintenance of the woodland and submit the findings to the Council.
 - d. Maintain and enhance the woodland and green space areas of the site, outside the boundaries of the individual plots.
 - e. Provide guidance for the longer-term (years six to ten initially and then every 5 years subsequently) management of the site to ensure ongoing maintenance.
 - f. Set out a commitment for the land to be managed in perpetuity.

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- g. Submit to the council annual reports and tree works applications for the works required to be carried out on the woodland area protected by the Tree Preservation Order as recommended in the reports.**
 - 3. No dwelling on the site will be occupied until the scheme outlined above has been approved by the council and thereafter the approved scheme shall be complied with.**

SECOND SCHEDULE
("Draft Decision Notice")

RECOMMENDATION SHEET**Application Number:** 2019/0577**Applicant:**

South West Yorkshire NHS Trust and Orion
Homes
c/o Agent

Agent:

Mark Johnson
Johnson Mowat
Coronet House
Queen Street
Leeds
West Yorkshire
LS1 2TW

Description:

Demolition of vacant former hospital buildings and residential development of 70 no dwellings and associated works (Amended Plans)

Location:

Former Mount Vernon Hospital, Mount Vernon Road, Worsbrough, Barnsley.

Outline:

Recommendation: Approved Subject to Legal Agreement

Conditions:

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.
Reason: In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.
- 2 The development hereby approved shall be carried out strictly in accordance with the plans and specifications as approved unless required by any other conditions in this permission:
 - SK001 REV A Site Layout Plan
 - 01-2017-220 The Exeter
 - 01-2017-252 The Falmouth
 - 01-2017-254 and 255 The Patterdale
 - 01-2017-256 and 259 The Preston
 - 01-2017-268 and 269 The Chichester
 - 01-2017-270 and 271 The Salisbury
 - 01-2017-272 and 273 The Comston
 - SLIG:01 Split level
 - SLIG:01 Split level
 - 2019-100 Location Plan
 - 2019.115 Drainage Connection
 - H2 181003.10 Landscape Proposals
 - 2019.05 12 and 13 The Arlington
 - 11-2019-03 and 04 The Bamburgh
 - 11-2019-01 and 02 The Edinburgh
 - 2019 0111 Materials Layout Plan
 - 2019.115 REV A site sections 4
 - 2019.112 REV D Site sections 1
 - 2019.113 REV C site sections 2
 - 2019.114 REV C site sections 3
 - Arboricultural Impact Assessment AR-3716-01.03 by Brooks Ecological amended February 2020
 - Window Sections 2019.116
 - SLIG.01 and SLIG.02 split level with integral garage

- preliminary Ecological Appraisal by Brooks Ecological
Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy D1 High Quality Design and Place Making.
- 3 Upon commencement of development plans to show the following levels shall be submitted to and approved by the Local Planning Authority; finished floor levels of all buildings and structures; road levels; existing and finished ground levels. Thereafter the development shall proceed in accordance with the approved details.
Reason: To enable the impact arising from need for any changes in level to be assessed and in accordance with Local Plan Policy D, High Quality Design and Place Making
- 4 Upon commencement of development a plan indicating the position of boundary treatment(s) to be erected shall be submitted to and approved in writing by the Local Planning Authority. The boundary treatment of each dwelling shall be completed before the dwelling is occupied. Development shall be carried out in accordance with the approved details and shall thereafter be retained.
Reason: In the interests of the visual amenities of the locality and the amenities of occupiers of adjoining property in accordance with Local Plan Policies GD1 General Development Policy and D1 High Quality Design and Place Making
- 5 Prior to any construction being undertaken the applicant shall submit to the LPA, for approval in writing, a noise management plan which details how noise will be controlled during the construction stage of the site. The noise management plan shall be based on the provisions provided in BS 5228-1 2009. Once approved the development shall proceed in accordance with the approved plan.
Reason: For the protection of the residential amenity of existing residents in accordance with Local Plan Policy Poll 1
- 6 Prior to any construction being undertaken the applicant shall submit to the LPA, for approval, a dust management plan which details how dust will be controlled during the construction stage of the site. Once approved the applicant shall strictly adhere to the dust management plan. Prior to work commencing the applicant shall ensure that there is an adequate supply of water at the site and shall provide the LPA of details of this.
Reason: For the protection of the residential amenity of existing residents in accordance with Local Plan Policy Poll 1
- 7 Remediation, Construction and deliveries shall only take place between Monday to Friday 0800-1800 and Saturday 0900-1300. There shall be no work or deliveries on Sundays or Bank Holidays.
Reason: For the protection of the residential amenity of existing residents in accordance with Local Plan Policy Poll 1
- 8 No development or other operations being undertaken on site shall take place until the following documents in accordance with British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations have been submitted to and approved in writing by the Local Planning Authority:
- Tree protective barrier details
Tree protection plan
Arboricultural method statement
Reason: To ensure the continued wellbeing of the trees in the interests of the amenity of

the locality.

- 9 Upon commencement of development, full details of both hard and soft landscaping works, including details of the species, positions and planted heights of proposed trees and shrubs; together with details of the position and condition of any existing trees and hedgerows to be retained shall be submitted to and approved in writing by the Local Planning Authority. The approved hard landscaping details shall be implemented prior to the occupation of the building(s).

Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy BIO1 Biodiversity.

- 10 All in curtilage planting, seeding or turfing comprised in the approved details of landscaping (plan refs) shall be carried out on each plot no later than the first planting and seeding season following the occupation of the individual dwellinghouses; and any trees or plants which die within a period of 5 years from first being planted, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

Reason: In the interests of the visual amenities of the locality, in accordance with Local Plan policies GD1 'General Development' and D1 'High Quality Design and Place Making'.

- 11 All out of curtilage planting, seeding or turfing comprised in the approved details of landscaping (plan refs) shall be carried out in full in accordance with a timetable to be submitted to and approved in writing by the Local Planning Authority upon commencement of development. Thereafter the landscaping shall be carried out in accordance with the approved details and timescales.

Reason: In the interests of the visual amenities of the locality, in accordance with Local Plan policies GD1 'General Development' and D1 'High Quality Design and Place Making'.

- 12 A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development or any part thereof whichever is the sooner for its permitted use. The landscape management plan shall be carried out in accordance with the approved plan.

Reason: In the interests of the visual amenities of the locality and in accordance with Local Plan Policy BIO1 Biodiversity.

- 13 Prior to the commencement of any development works, a remediation scheme, endorsed by a competent engineer experienced in ground contamination, shall be submitted to the local Planning Authority for approval. This report shall, amongst other matters, include the following:-

1. Methodology to identify and remove any contaminated material.
2. Measures to test and evaluate any imported soils onto the site to ensure they are suitable for the intended use.
3. Chemical testing suite, frequencies and threshold levels.
4. Procedures to confirm capping levels have been achieved on plots.
5. The subsequent validation that the site has been satisfactorily remediated and that the development of the site can be safely undertaken and occupied.

The development shall thereafter be undertaken in full accordance with the submitted reports.

Reason - to protect the environment and ensure the site is suitable for the proposed end use and in accordance with Local Plan Policy CL1.

- 14 No development shall be commenced until full engineering, drainage and street lighting and constructional details of the streets proposed for highway adoption have been submitted to and approved in writing by the LPA. The development shall, thereafter, be constructed in

accordance with the approved details unless otherwise agreed in writing with the LPA.
Reason: In interests of highway safety in accordance with Local Plan Policy T4 New development and Transport Safety

- 15 Before any dwelling is first occupied the roads and footways shall be constructed to binder course level from the dwelling to the adjoining public highway at Mount Vernon Road in accordance with details of a completion plan to be submitted and approved in writing by the LPA in consultation with the LHA.
Reason: To ensure satisfactory development of the site in accordance with Local Plan Policy T4 New development and Transport Safety
- 16 Prior to the first occupation of the development the proposed driveway and associated crossings, car and cycle parking, servicing, turning and electric vehicle charging points shall be laid out, surfaced and drained in accordance with the approved plan and retained thereafter available for that specific use. Reason: To ensure the permanent availability of areas for accessing the dwelling units, parking and manoeuvring areas, in the interest of highway safety in accordance with Local Plan Policy T4.
- 17 Prior to first occupation of the development hereby permitted, details for the provision of electric vehicle charging points (EVCP's) shall be submitted to and approved in writing by the Local Planning Authority. These EVCP's shall be installed in accordance with the approved details prior to first occupation of the development and retained thereafter available for that specific use.
Reason: In interests of promoting sustainable travel opportunities in accordance with Policy I1 of the Local Plan and in accordance with Local Plan Policy T3 New Development and Sustainable Travel
- 18 No development shall take place including any works of demolition until a Construction Method Statement has been submitted to and approved in writing by the Local Planning Authority. The Statement shall be adhered to throughout the construction period. The Statement shall provide for:
- o The parking of vehicles of site operatives and visitors.
 - o Means of access for construction traffic.
 - o Loading and unloading of plant and materials.
 - o Storage of plant and materials used in constructing the development.
 - o Measures to prevent mud/debris from being deposited on the public highway.
- Reason: In the interests of retaining highway efficiency and safety in accordance with Local Plan Policy T4.
- 19 No development shall take place until a survey of the condition of the adopted highway condition to be used by construction traffic has been submitted to and approved in writing by the LPA. The extent of the area to be surveyed must be agreed by the LHA prior to the survey being undertaken. The survey must consist of:
- i. A plan to a scale of 1:1250 showing the location of all defects identified
 - ii. A written and photographic record of all defects with the corresponding location references accompanied by a description of the extent of the assessed area and a record of

the date, time and weather conditions at the time of survey.

On completion of the development, a second condition survey of the adopted highway shall be carried out to identify defects attributable to the traffic associated with the development. It shall be submitted for the written approval of the Local Planning Authority. Any necessary remedial works shall be completed at the developer's expense in accordance with a scheme to be agreed in writing by the Local Planning Authority.

Reason: To ensure that any damage to the adopted highway sustained throughout the development process is identified and subsequently remedied at the expense of the developer in interests of highway safety and in accordance with Local Plan Policy T4

- 20 No development shall take place unless and until full surface water drainage details, including Yorkshire Water Permission to discharge, have been submitted to and approved in writing by the Local Planning Authority. Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented. The scheme shall be retained throughout the life of the development unless otherwise agreed in writing with the Local Planning Authority.
Reason: To ensure proper drainage of the area in accordance with Local Plan Policy POLL1 Pollution Control and Protection
- 21 On commencement of the development, a detailed scheme of ecological mitigation, enhancement and maintenance shall be submitted for approval in writing. The scheme shall broadly follow the measures set out in the Preliminary Ecological Appraisal on pages 18 and 19 by Brooks Ecological. The scheme shall identify a timetable for implementation and maintenance for 5 years. The scheme shall be accompanied by a plan which clearly identifies what ecological features are proposed to be retained, mitigated and enhanced. Thereafter the development shall be carried out in accordance with the approved measures.
Reason: In the interests of biodiversity and in accordance with Local Plan Policy POLL1
- 22 On commencement of the development, a Construction Environment Management Plan (CEMP Biodiversity) prepared in accordance with BS:42020 shall broadly follow the measures set out in the Preliminary Ecological Appraisal on pages 18 and 19 by Brooks Ecological. Thereafter the development shall be carried out in accordance with the approved measures.
Reason: In the interests of biodiversity and in accordance with Local Plan Policy POLL1 and BIO1.
- 23 Upon commencement of development details of measures to facilitate the provision of gigabit-capable full fibre broadband for the dwellings/development hereby permitted, including a timescale for implementation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be thereafter be carried out in accordance with the approved details.
Reason: In order to ensure compliance with Local Plan Policy I1 and in accordance with paragraphs 42 and 43 of the National Planning Policy Framework
- 24 The existing wall on the eastern boundary of the site fronting Mt Vernon Road and on

northern boundary of the site along Coach House Lane, shall be retained at all times.
Reason: In the interests of good design and to preserve the setting of the nearby Listed Building, in accordance with Local Plan Policy D1 and HE1

Reason(s) for Granting Permission:

Informative(s):

- 1 EV Charging points -
Further information on this requirement can be found within appendix 4 of the Barnsley MBC Air Quality and Emissions Good Practice Planning Guidance (<https://www.barnsley.gov.uk/media/14078/pdc-2020-mar-bmbo-agg-technical-planning-guidance-v12.pdf>)
- 2 The Applicant / Developer is advised to contact Highways & Engineering on 01226 773555 prior to any work commencing on site to gain all necessary technical and legal approvals for all street road details from the LHA prior to submission of such approved details to the LPA to discharge condition x of this consent.
- 3 Construction phase security advisory note:
 - " Unfortunately there are many crimes which occur during the construction phase of a development; the most significant include theft of plant equipment, materials, tools and diesel fuel.
 - " Secured by Design recommend that security should be in place prior and during the construction phase. This should include robust perimeter fencing of the site and a monitored alarm system (by a company who can provide a response) for site cabins and those structures facilitating the storage of materials and fuel.
 - " The developer is advised that the name of the contractor and signage with an emergency contact telephone number. Should be displayed prominently at several places on the perimeter fencing. This would allow the public to report suspicious circumstances.
 - " Mobile or part time CCTV systems can be used as an effective aid to the security of a site and can act as a deterrent to criminal activity.
 - " Further advice can be obtained from the Police DOCO (Below) and/or from the BSIA Construction Site Security Guide Document at: www.bsia.co.uk
 - " The developer should consult the Police DOCO regarding the impact than any perimeter fencing or hoarding may have on public safety. Particular attention should be paid to the nature and surveillance of adjoining footpaths and/or roads bordering the site.

For a complete explanation of certified products please refer to the Secured by Design guidance document which can be found on the website www.securedbydesign.com

It is recommended that a Secured by Design application be submitted prior to the commencement of the development.

- 4 Definition:
What is full-fibre? Full-fibre networks use fibre optic cables to connect the exchange directly to each premises. Full-fibre connections are capable of delivering speeds greater than 1 gigabit per second (Gbps; 1 Gbps is equal to 1000 Mbps). Full-fibre networks are more reliable than copper-based networks and cheaper to maintain and operate. Full-fibre networks are also important for supporting high capacity mobile broadband networks, particularly future 5G networks. Full-fibre networks, also referred to as fibre-to-the-premises

(FTTP) or fibre-to-the-home (FTTH), consist of fibre optic cables running from the local exchange directly to each premises. Fibre optic cables transmit data using light and can carry more data with faster speeds and significantly less signal loss with distance compared to copper cables

- 5 Street lighting design and installation is generally undertaken by the Local Highway Authority. There is a fee payable for this service and the applicant should make contact with the authorities Street Lighting Team, Tel 01226 770770. Email. Streetlighting@barnsley.gov.uk as soon as possible
- 6 Access arrangements including shared private drives should conform to Approved Document B Volume 1 Part B5 Sect. 13. They should be constructed to withstand a minimum carrying capacity of 26 Tonnes without deflection
- 7 Fees associated with the required condition survey together with any necessary remedial works and any relevant s278 agreement are to be borne by the developer. The applicant should make contact with Highways Development Control, Tel. 01226 772033/772170. Email. HighwaysDC@barnsley.gov.uk for further information prior to commencement.
- 8 It should be noted that any highways structures will require technical approval in accordance with the approval procedure based on DMRB BD2. The developer will be responsible for preparing and submitting the AIP, with the technical approving body being the Highway Authority. The approval procedure is to be followed for the construction or alteration of any highway structure whether to be adopted or not.
- 9 The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from former coal mining activity. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and previous surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of development taking place.

It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), be submitted alongside any subsequent application for Building Regulations approval (if relevant).

Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant safety and engineering risks and exposes all parties to potential financial liabilities. As a general precautionary principle, the Coal Authority considers that the building over or within the influencing distance of a mine entry should wherever possible be avoided. In exceptional circumstance where this is unavoidable, expert advice must be sought to ensure that a suitable engineering design is developed and agreed with regulatory bodies which takes into account of all the relevant safety and environmental risk factors, including gas and mine-water.

Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at:
<https://www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries>

Signed (Case Officer)

Date

Signed (Group Leader)

(on behalf of the Head of Planning and Building Control)

Date

DRAFT

THIRD SCHEDULE

(The Council's Covenants)

The Council covenants with the Owner as follows:

1. DISCHARGE OF OBLIGATIONS

- 1.1 That at the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.2 Following the discharge of the obligations contained in this Deed pursuant to Paragraph 1.1 of this Third Schedule hereof or if pursuant to Clause 3.4.6 the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to the Commencement of Development the Council shall remove the entry in the Local Land Charges Register.
- 1.3 To use the Education Contribution towards the provision of primary and secondary school places subject to the limitations provided in this agreement.
- 1.4 To use the Public Open Space Contribution towards the provision of and/or improvement to sports and/or recreation facilities subject to the limitations provided in this agreement.
- 1.5 To use the Sustainable Travel Contribution towards sustainable and active travel.
- 1.6 To use the Affordable Housing Commuted Sum for the provision of, or improvements to, existing Affordable Housing elsewhere within the Council's area.
- 1.7 To the extent any monies paid by the Owner in the First Schedule as an Education, Public Open Space and Sustainable Travel Contribution and the Affordable Housing Commuted Sum are not spent or committed for the purposes for which they were paid within ten years of the date of the last payment then upon written request the same shall be returned by the Council to the person(s) making such payment(s) plus any interest that may have accrued.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE COMMON SEAL of BARNESLEY METROPOLITAN BOROUGH COUNCIL was hereunto affixed to this Deed in the presence of



Borough Secretary/Authorised Signatory

2352
REGISTER

The common seal of SOUTH WEST YORKSHIRE PARTNERSHIP NHS TRUST was hereto affixed by way of execution as a deed in the presence of two authorised signatories.



Authorised Signatory



Authorised Signatory

EXECUTED AS A DEED BY ORION HOMES LIMITED

Acting by a sole director



In the presence of:



Signature:

Name of witness:

Address:



