

**BOROUGH SECRETARY'S
DEPARTMENT**



LEGAL SERVICES DIVISION

To: Assistant Director, **Planning** and Transportation
(fao **Dawn Bullen**)

My Ref: JK/LMH/PG/254/00238

Your Ref:

Date: 6th September 2007 Enquiries to: John Kirkham

Ext: 2627

Rec:

Ack:

Section 106 Agreement – Application reference: 2006/1860
Land at David Brown Pumps, Green Road, Penistone

Please find enclosed a copy of the Section 106 Agreement completed in respect of the above and dated 30th August 2007.

The agreement requires the following payments to be made on commencement of development:-

1. A bus shelter contribution of £6,000.
2. A managed workspace contribution of £300,000. A Green Road railway bridge contribution of £50,000.

Can you please arrange for the agreement to be noted in your Planning Register.

John Kirkham
for the Borough Secretary.

DATED

30th August

2007

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

DAVID BROWN ENGINEERING LIMITED

and

TAYLOR WIMPEY UK LIMITED

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 (as amended) relating to development at Green Road, Penistone in the County of South Yorkshire

A.C. Frosdick, LL.B. DipLG,
Borough Secretary,
Town Hall,
Barnsley S70 2TA.

THIS DEED OF AGREEMENT is made the 30th day of August

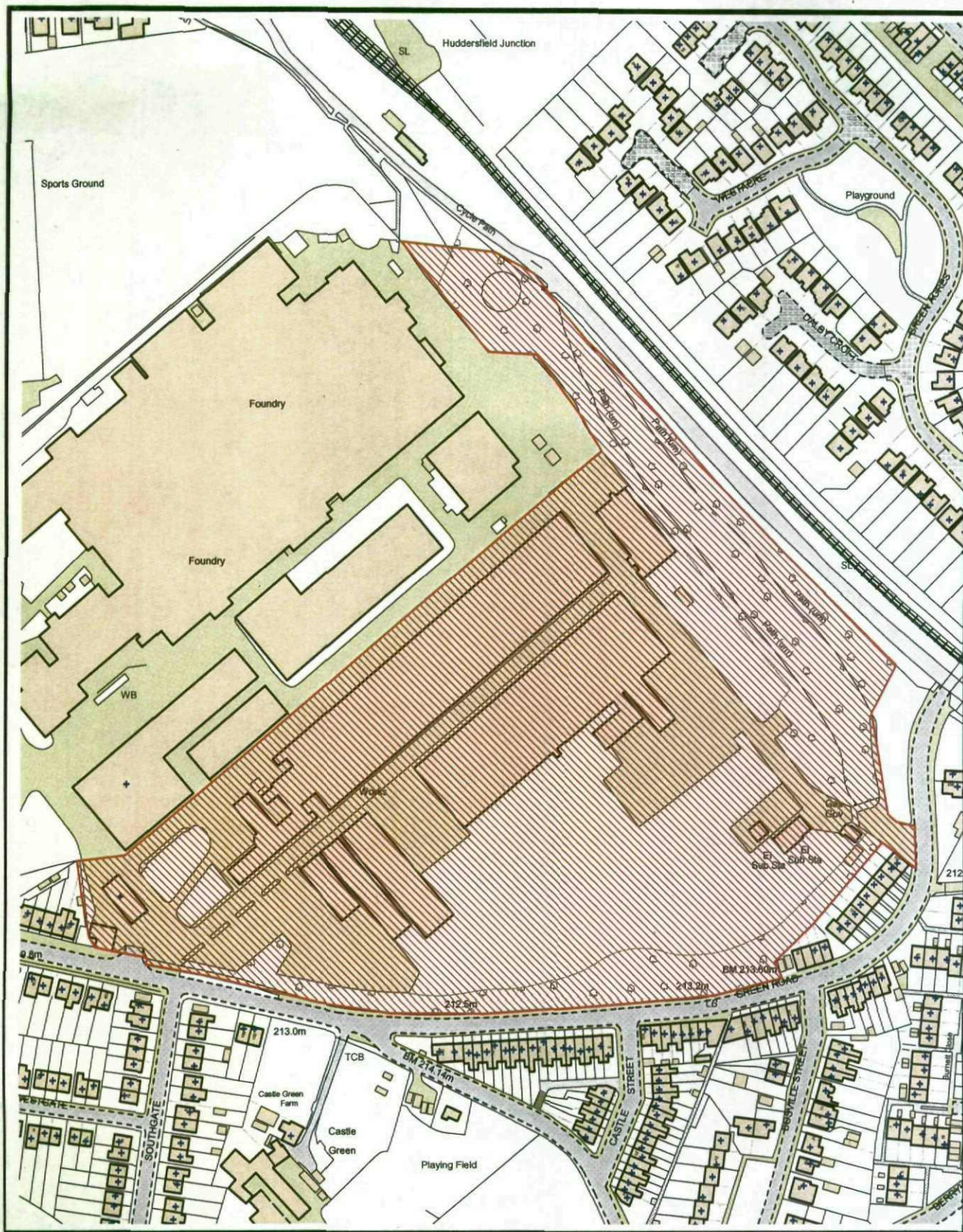
Two thousand and seven

BETWEEN

- (1) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall
Barnsley South Yorkshire S70 2TA ("the Council") of the first part and
- (2) **DAVID BROWN ENGINEERING LIMITED** (Company registration number
331925) whose registered office is at Park Works, Park Road, Lockwood,
Huddersfield, West Yorkshire HD4 5DD ("the Owner") of the second part
and
- (3) **TAYLOR WIMPEY UK LIMITED** (Company Registration No. 01392762
whose registered office is situate at Saint David's Court, Union Street,
Wolverhampton, West Midlands WV1 3JE ("the Developer") of the third part

RECITALS

- (1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Site is situated and is the authority by whom the obligations contained in this Agreement are enforceable.
- (2) The Owner is the registered proprietor of the Site with Absolute Freehold Title under Title Numbers SYK33225 and SYK302115
- (3) The Developer has submitted the Planning Application jointly with the Owner for planning permission to develop the Site
- (4) The Council has under the provisions of the Local Government Act 1985 and the Town and Country Planning Act 1990 prepared and published the Unitary Development Plan ('the Development Plan') for the Council's area.



Planning Application Number: 2007/1860

Site Address: Land at David Brown Pumps, Green Road, Penistone.

1:2500

Development Description: (1) Erection of 153 dwellings and provision of amenity open space. (2) Refurbishment and alteration of main works building. (3) Change of use of wo...

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Nicol AE Thoke
[Signature]



- (5) Having regard to the provisions of the Development Plan and to all other material considerations (but no others) the Council has resolved to grant planning permission for the Development subject to the Developer entering into this Agreement to make provision for regulating the Development and securing the matters herein referred to.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

Definitions and Interpretation

- 1.1 In this Agreement and for the purposes of the Recitals to this Agreement the following expressions shall where the context admits have the following meanings:

"Act"	means the Town and Country Planning Act 1990
"Agreement"	means this Agreement;
"Bus Shelter Contribution"	means the sum of £6,000 (Six thousand pounds);
"Commencement of the Development"	means carrying out or beginning to carry out any material operation pursuant to the Planning Permission within the meaning of Section 56 of the Act or the date specified in a notice served by the Developer pursuant to clause 3.3 whichever is the earlier and "Commence" shall have a corresponding meaning;

"Contributions"	the Bus Shelter Contribution, the Green Road Railway Bridge Contribution and the Managed Workspace Contribution;
"Development"	means the development permitted by the Planning Permission;
"Green Road Railway Bridge Contribution"	means the sum of £50,000 (Fifty thousand pounds;
"Local Planning Authority"	means the Council acting in its capacity as the local planning authority which expression shall include where the context so admits its successors in title;
"Managed Workspace Contribution"	means the sum of £300,000 (Three hundred thousand pounds);
"Plan"	means the plan annexed and incorporated within this Agreement;
"Planning Application"	means an application for planning permission in respect of the Site (Reference Number 2007/1860)
"Planning Permission"	means a planning permission granted by the Local Planning Authority pursuant to the Planning Application substantially in the form of the

Recommendation Sheet annexed as the Appendix to this Agreement which expression shall include any amendment or modification to the said planning permission;

"Site" means the land at Green Road, Penistone shown edged red on the Plan;

- 1.2 Words including the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa
- 1.3 Any reference to a statute statutory instrument or order shall be deemed to include reference to any further statute for the time being in force amending replacing or supplementing such statute and any regulations directions consents orders or instruments made thereunder and all provisions and conditions referred to therein
- 1.4 Any reference to the Site shall include each and every part of it.
- 1.5 The Clause headings and index to this Agreement are for reference only and shall not affect the construction of this Agreement
- 1.6 References in this Agreement to Clauses relate to the relevant provisions in respect of this Agreement
- 1.7 The expressions "the Council", "the Owner" and "the Developer" shall include their successors in title and assigns
- 1.8 If any clause of paragraph or sub-clause of this Agreement or any part thereof shall be void or being voidable is avoided or is otherwise unenforceable this

shall not affect the operation of any other provision of this Agreement provided that it is severable therefrom.

Enabling Provisions

2. This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto and is a planning obligation for the purposes of and as defined in the said Section 106 and the covenants herein contained on the part of the Owner and the Developer are entered into with the intent that (but subject always to clause 5.1) the same bind the land comprising the Site and shall be enforceable by the Council without limit of time not only against the Owner and the Developer but also against their respective successors in title and any person corporate or otherwise claiming through or under it an interest or estate in the land comprising the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by it.

Owner's and Developer's Covenants

3. The Owner and the Developer hereby jointly and severally COVENANT (subject to clause 5.1) with the Council as follows:

- 3.1. If Planning Permission is granted then prior to the Commencement of the Development then the Owner or the Developer (or someone on their behalf) will pay to the Council:
 - 3.1.1. the Bus Shelter Contribution; and
 - 3.1.2. the Managed Work Space Contribution; and
 - 3.1.3. the Green Road Railway Bridge Contribution.
- 3.2. Without prejudice to any other remedies available to the Council, the Commencement of the Development shall not take place unless and until all of the Contributions have been paid in full to the Council
- 3.3. If the Planning Permission is granted the Developer or the Owner will serve on the Council not less than fourteen days' prior written notice of the Commencement of the Development

The Council

4. The Council covenant with the Owner and separately with the Developer as follows:
 - 4.1 the Council will grant Planning Permission as soon as practicable after the date of this Agreement;
 - 4.2 the Council shall apply the Bus Shelter Contribution solely towards the construction of a bus shelter on Green Road Penistone at some point along the frontage of the Site; if that bus shelter is not constructed and brought into use before the fifth anniversary of the date on which the Council receives the Bus Shelter Contribution then the Council shall

repay the Bus Shelter Contribution to the person who paid it to the Council within 14 days after such fifth anniversary, ; if such bus shelter is so constructed and brought into use before such fifth anniversary but the cost of carrying out such works is less than the Bus Shelter Contribution (and any accrued interest on the Bus Shelter Contribution) then the Council shall repay to the person who paid the Bus Shelter Contribution to the Council within 14 days after the cost of the construction of the bus shelter has been finalised the unspent element of the Bus Shelter Contribution;

4.3 the Council shall apply the Managed Workspace Contribution solely towards managed workspace in the Penistone area ; if the Managed Workspace Contribution is not fully applied towards those purposes before the fifth anniversary of the date on which the Council receives the Managed Workspace Contribution then the Council shall repay the unspent element to the person who paid it to the Council within 14 days after such fifth anniversary;

4.4 the Council shall apply the Green Road Railway Bridge Contribution solely towards the cost of construction of improvements which have recently been made by the Council to the railway bridge which crosses over Green Road just to the south eastern part of the Site and to associated road improvements to Green Road either side of that railway bridge to the extent that those costs have not already been met by means of the contribution (the "Barratt Contribution") towards

them made pursuant to the agreement made pursuant to section 106 of the Act dated 8th April 2005 and made between William Cook Properties Limited of the first part Barclays Bank PLC of the second part and the Council of the third part and if the total cost of those improvements is less than the aggregate of the Barratt Contribution and the Green Road Railway Bridge Contribution then the Council will pay that excess to the person who paid it to the Council within 14 days after the total costs of such improvement works shall have been established;

4.5 the Council will keep written records and reasonable evidence of how the Contributions are spent and any costs which the Council incurs in respect of items on which the Contributions are spent and the total cost of the improvements referred to in clause 4.5 and the amount of the Barratt Contribution;

4.6 the Council shall seek to establish the total cost of the improvements referred to in clause 4.5 as soon as practicable and shall promptly notify the Owner and the Developer of that amount once it is established;

General

5. It is agreed and declared as follows:

5.1 No party shall be liable for any breach of a covenant contained in this Agreement after it has parted with its interest in the Site 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

- 5.2 If the Planning Permission shall expire before the Commencement of the Development or shall at any time be revoked or quashed this Agreement shall forthwith determine and cease to have effect, save that if the Contributions shall have been paid then the Council shall refund the Contributions in full within 7 days after written demand and if not paid within that period then clause 6 shall apply
- 5.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the one relating to the Development granted pursuant to the Planning Application) granted (whether or not on appeal) after the date of this Agreement
- 5.4 The Council will upon the written request of the Developer or the Owner at any time after the obligations of the Developer or the Owner under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges
- 5.5 This Agreement is a Local Land Charge and may be registered as such by the Council

- 5.6 No delay or omission on the part of any Party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall:
- (i) impair such right, power or remedy; or
 - (ii) operate as a waiver thereof.
- 5.7 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 5.8 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

Interest on overdue payments

6. If any payment due under any of the provisions of this Agreement is not made on or before the date on which it is due ('the Due Date') the party from whom it was due shall at the same time as making the payment pay to the other party interest at 3 per cent per annum above the median base rate of Barclays Bank plc as at the Due Date for the period starting with the Due Date and ending with the date on which payment of the sum on which interest is payable is made

Notice

7. Any notice given pursuant to this Agreement shall be in writing and shall be sufficiently given to any party if sent in a letter by first class post addressed to that party at the party's place of business *or* that party's registered office *or* the address of that party set out at the head of this Agreement (or any alternative address notified by that party in accordance with this clause) and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post

Legal Expenses

8. The Developer shall pay to the Council on the execution of this Agreement the Council's costs incurred in the preparation and settlement of this Agreement in the sum of £500

Third Party Rights

9. Any person who is not a party to this agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Coming into effect

10. This Agreement shall be delivered and shall come into effect upon the date of its execution by the parties.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto 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:-

No. 8597
IN REGISTER

Debra Bill

Borough Secretary

AUTHORISED
SIGNATORY

Executed as a deed by **DAVID BROWN**

ENGINEERING LIMITED

Acting by 2 directors or a director and its secretary

Director

David Brown
ROGER BAILEY

Director/Secretary

KG A Tully
KAREN TULLY

THE COMMON SEAL of **TAYLOR WIMPEY UK LIMITED**

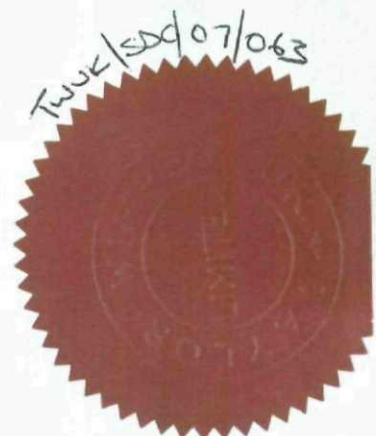
was affixed to this Deed

in the presence of:-

Nicola AE Hooke Secretary

PSH

Authorised Signatory



Appendix

Recommendation Sheet

Section A - Approvals

2007/1860

David Brown Pumps & George Wimpey (South Yorkshire) Ltd.

(1) Erection of 153 dwellings and provision of amenity open space. (2) Refurbishment and alteration of main works building. (3) Change of use of works offices (ancillary) to general office use.

Land at David Brown Pumps, Green Road, Penistone.

8 objections have been received from local residents

Penistone Town Council have objected to the proposal

This application represents a departure from the Unitary Development plan and will need to be referred to the Government office if the recommendation is agreed.

Introduction

This is a joint application by David Brown Pumps and George Wimpey Homes for industrial refurbishment and residential development within David Brown's complex. There is a very close relationship that will mean the improvement of the works, which includes recladding and soundproofing, will negate the effect on the residential development.

Members will be aware of a similar development to the north. In July 2004 conditional planning approval was given to Barratts for residential development and associated works for 269 dwellings on the former Hi-Tec site. Development is currently under way.

Site Layout and Description

This 6.5 ha site is currently occupied by David Brown Pumps with their existing works buildings taking up the north-western section of the site. The southern section includes unused land with areas of self set trees behind a substantial red brick wall along the Green Road frontage. This is a prominent and significant feature.

The site fronts Green Road and is bounded to the north by the adjoining Barratts Homes development. To the east is the Trans Pennine Trail behind which is the Sheffield-Huddersfield railway line. The line is screened by a belt of protected woodland. Apart from the properties being built on the Barratts development, most of the property in Green Road is in the form of two storey terraced dwellings. The surroundings of the site are mainly residential.

Proposed Development

The application consists of two parts. The first part seeks to retain the main works building towards the northern section of the site. This will be refurbished to allow David Brown Pumps to continue operating on the site and retain 55 jobs. The office buildings to the front of the main works buildings are to be retained but their use be changed to a general office/business usage to allow the opportunity for local businesses to utilize these buildings. The existing entrance will be re-used but will be reconfigured to form a new internal roadway system and parking for 75 cars. Some large modern industrial buildings (now disused) will be demolished.

The second part of the application seeks to develop the remaining open land for 153 dwellings. This would consist of a mixture of unit types including apartments, terraces, semi-detached and detached housing. Two main vehicular entrances will provide vehicular access to the estate off Green road. Two smaller vehicular entrances will provide access to parking areas for 8 and 4 plots respectively. The properties proposed are a mixture of 2 and 3 storeys in height.

The extensive belt of woodland which divides the site from the Trans Pennine Trail will be retained. The woodland is subject to a Tree Preservation order. In addition the area of land behind Numbers 113-137 Green Road will be laid out as public open space. The woodland and open space combined exceeds the 15% requirement for public open space.

The application will also see the loss of the existing sub-station on the site. However a separate application has been submitted to the Council for its relocation to an area directly behind the main works building.

Policy Context

The UDP shows the site to be an existing Employment Policy Area. Policies ED2 and ED7 state that these areas should remain in employment usage for uses of business, industry, and storage and distribution. However, since the adoption of the UDP SPG24 was introduced to provide a framework against which residential applications on employment sites were to be tested.

With regards to the proposed development Policy H5 would be of consideration regarding residential layout. Policy H6, on open Space Provision, Policy T2, relating to the impact on traffic and the highway network, along with policy BE6, relating to design of developments, would also be of relevance to the determination of the application.

Along with SPG24 (Re-use of Employment Policy Areas) SPG 20 (Open Space Provision on New Housing developments) would also be of consideration.

Consultations

Transportation – No formal comments have been received at the time of preparing report but the Board will be advised of these comments at the meeting.

Land Contamination Section – No objections raised subject to the imposition of a condition.

Landscape Section – No objections raised subject to the receipt of further information on the landscaping proposals.

Education section – In light of the number of dwellings proposed together with the drop in the projection of pupil numbers there is no longer a requirement for a contribution for education provision from this development.

Regulatory Services – Do not object to the application subject to the imposition of conditions.

Drainage – No objections subject to the imposition of conditions.

Yorkshire Water – No objections subject to the imposition of conditions.

Public Rights of Way – Have stated that they appreciate the linking paths proposed but would be looking for these to be widened to facilitate multi-user activity.

Penistone Town Council – Objects to the application on the following grounds:

- Loss of employment on designated industrial land
- Unacceptable increase in levels of traffic onto Green Road
- Infrastructure already under pressure from other new housing developments.

Barnsley Development Agency (BDA) – Based on the employment facilities retained and the provision of a commuted sum for managed workspace off site no objections are raised and support is given to the proposal.

Representations

There have been 8 letters of representation from neighbouring residents raising the following concerns:

- Loss of red brick wall which is claimed is a substantial feature and part of Penistone's heritage
- Traffic increase and congestion especially when combined with the Barratts development
- Lack of parking for numbers 115 to 137 Green Road
- Impact on trees and nature – this applies to the area of self set trees behind the wall

Assessment

Material Considerations

Principle of development
Open space requirements
Design and layout
Residential amenity
Highway safety
Trees and vegetation

Principle of development - The application site is designated as within an Employment policy Area. Policy ED7 seeks to retain existing employment land in employment use. However, SPG24 provides relevant guidance on circumstances in which the Council will consider alternative development on sites designated in Employment Policy Areas. The three main criteria for carrying out this assessment are as follows:

1. Redevelopment of the site for non-employment uses would not result in any significant loss of existing jobs

On this issue the applicant has stated the following:

"No job losses occur as a result of the residential development, rather the scheme assists in retaining jobs.. Furthermore the development will release 5866 sq ft of office space within the existing David Brown complex which is no longer needed for their purposes. This space will be offered to the local business community for rent which will provide further job opportunities."

2. The proposed development will have an acceptable relationship with surrounding uses and comply with other relevant policies in the UDP.

This is assessed in greater detail in the latter sections of this report. However, the site is mainly surrounded by residential properties with a recent approval for 269 dwellings on land directly adjoining the site.

3. There will still be an adequate supply of employment land in the relevant community area, areas or part of area as appropriate, in terms of the overall scale, range and availability of employment land, if the site is released for an alternative land use.

BDA were consulted as part of the application process. They have stated that there is a lack of genuinely available employment land in Barnsley and particularly in Penistone which has already lost several large industrial sites to housing development. However it is also recognised by BDA

that certain of the UDP land allocations and existing employment sites have serious challenges in attracting new employment uses both in terms of accessibility, relationship to residential property and development costs, including some serious ground condition constraints. Taking this into account the proposal to retain existing jobs, provide new accommodation on site for small office users, and provide a commuted sum for provision of managed workspace off site represents significant merits. The commuted sum put forward by the applicant is £300,000 to be used within the Penistone area for the provision of managed workspace facilities. These merits are considered to outweigh the policy considerations and as such the scheme gains BDA approval and is considered, in principle, acceptable.

Open space requirements - UDP Policy H6 and SPG20 requires that residential developments of over 20 houses require public open space to be provided, usually on the site itself. Here the applicant has included the existing woodland area which extends behind the Barratt site as part of the Public Open Space. This, along with the proposed creation of open space behind 115-137 Green Road meets the Council's standards. Members will note the condition that requires the area to be subject of a maintenance agreement with a management company. There will therefore be no commuted sum in this instance. This reflects SPG20 which states that opportunity should be taken to retain and enhance features of ecological and visual importance. This woodland area is considered to have significant visual merits as well as providing important natural vegetation. It's proximity to the Trans Pennine Trail (TPT) enhances its importance whilst also establishing its use as a recreational facility for walkers and cyclists. The application proposes a footpath link through the woodland area from Green Road, the residential development, and the TPT. Although this footpath would not provide multi-user facility this is in order to prevent any significant loss of trees or vegetation. It is recommended that a condition be imposed that a landscape management company be set up to maintain this area and as such it is considered that provisions put forward would provide the necessary benefits required by Policy H6 and SPG20.

Design and layout - The retained office building to the front of the main works building will be refurbished to provide the necessary facilities and to improve the visual appearance of the buildings.

The residential development provides a mix of housing types in accordance with government guidance. The dwellings are a mixture of two and three storey properties similar to those granted approval on the adjoining site. Materials can be conditioned to harmonise with the surrounding area. The amenity areas provided for each property are considered satisfactory to serve the dwellings and as such it is considered that the design and layout would be satisfactory in this location.

Residential amenity - The site has been laid out to provide the necessary 21 metre distance from the proposed houses to existing properties. Along Green Road the existing red brick wall will be removed. This has raised concerns from local residents, however, the applicant has indicated that this wall is showing cracks and appears unstable in places. It is therefore considered that removal of the wall would be acceptable as it would also open up the street scene. Its replacement with an open softer type of boundary treatment along with additional tree planting would create an open aspect for properties opposite.

With regards to the relationship between the existing works building and the proposed dwellings, the proposal has been designed so that those properties closest to the boundary have their side elevations facing the works building. In addition the applicant is proposing acoustic fencing along the boundary and the refurbishment of the existing building to reduce potential noise disturbance. The Council's Environmental Health Section have raised no objections to the scheme. In view of this, and in the knowledge that future occupants will be aware of the proximity to the works building, it is not considered that there will be a detrimental impact on residents of the site.

Highway safety - The application proposes to reconfigure the existing works access to continue to serve the works. The residential development would be served by 2 new accesses to provide a through road accessing cul-de-sacs. Although it is acknowledged that the proposal would generate more traffic along Green road it is not considered that this would be significantly detrimental to warrant refusal of the proposal.

The applicant has submitted an independent Transport Assessment which provides the following conclusion:

"It has been demonstrated through the capacity model of the proposed site access that even allowing for an absolute worst case scenario assuming all development traffic will be new to the network plus those flows generated by the nearby committed development and without the subtraction of the potential traffic which is currently generated by the existing land; there will be negligible impact at the proposed site access junction and the wider highway network should the proposals be implemented."

In addition to the above the report also acknowledges that the adjoining development by Barratts Homes was approved with a Section 106 Agreement that required a highway contribution of £50,000 be paid to the Council for improvements under the railway bridge on Green Road to improve pedestrian and driver safety. The report further goes on to acknowledge that a similar contribution would be provided for as part of this current application.

Trees and vegetation - The trees along the TPT are protected by a Tree Preservation Order. A condition is recommended to ensure landscape management company is set up to manage and maintain this important area. All the trees behind the boundary wall on Green Road will be lost but these are not considered to be of significant merit. In addition many will need to be removed if the site is to be properly decontaminated and remediated.

In view of the above it is considered that the proposal is in accordance with relevant policies and is recommended accordingly.

Recommendation

That the application be referred to Government Office as a Departure and that, subject to Government office not intervening, and subject to the conditions listed and the satisfactory completion of a S106 Agreement in respect of:

- 1) The provision of a sum of £300,000 for the provision of managed workspace units in Penistone and**
- 2) The provision of £50,000 to finance improvements to the railway bridge on Green Road,**

Recommendation

Grant subject to:-

- 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** No development shall take place until full details of the proposed external materials have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.
Reason: In the interests of the visual amenities of the locality and in accordance with UDP Policy BE6, Design Standards.

- 3 A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas and areas of open space 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.
- 4 The woodland area adjacent to the Trans Pennine Trail shall be fully retained and no branches or roots, shall be lopped, topped, felled, or severed.
Reason: To safeguard existing trees/hedges, in the interests of the visual amenities of the locality and in accordance with UDP Policies GS22, Woodland, Hedgerows and Trees and GS22A.
- 5 No development shall take place until there has been submitted to and approved in writing by the Local Planning Authority, 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.
Reason: In the interests of the visual amenities of the locality.
- 6 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which die within a period of 5 years from the completion of the development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with other of similar size and species, unless the Local Planning Authority give written consent to any variation.
Reason: In the interests of the visual amenities of the locality.
- 7 The development hereby approved shall be carried out strictly in accordance with the plans and specifications as approved unless prior written consent has been given by the Local Planning Authority to any variation.
Reason: In the interests of the visual amenities of the locality and in accordance with UDP Policy BE6, Design Standards.
- 8 No development shall take place unless and until full foul and surface water drainage details (including land drainage) with levels and cross -sections have been submitted to and approved in writing by the Local Planning Authority.
Reason: To ensure proper drainage of the area
- 9 Unless otherwise agreed in writing by the local planning authority, no building or other obstruction shall be located over or within 6 metres either side of the centre line of the 1500mm public surface water sewer i.e. a total protected strip width of 12 metres, that crosses the site.
Reason: In order to allow sufficient access for maintenance and repair work at all times.
- 10 Unless otherwise agreed in writing by the local planning authority, no building or other obstruction shall be located over or within 5 metres either side of the centre line of the access shafts of the tunnel through which the 1500mm public surface water sewer is laid which crosses the site.
Reason: In order to allow sufficient access for maintenance and repair work at all times.

- 11 Unless otherwise agreed in writing by the local planning authority, no building or other obstruction shall be located over or within 3 metres either side of the centre lines of the 400mm, 225mm and 150 mm public combined sewers i.e. total protected strip widths of 6 metres per sewer, that cross the site.
Reason: In order to allow sufficient access for maintenance and repair work at all times.
- 12 The site shall be developed with separate systems of drainage for foul and surface water on and off the site
Reason: In the interest of satisfactory and sustainable drainage.
- 13 No piped discharge of surface water from the application site shall take place until works to provide a satisfactory outfall for surface water have been completed in accordance with details to be submitted to and approved by the local planning authority before development commences.
Reason: To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system which will prevent overloading.
- 14 No development shall take place until details of the proposed means of disposal of foul and surface water drainage, including details of any balancing works and off-site works, have been submitted to and approved by the local planning authority.
Reason: To ensure that the development can be properly drained.
- 15 Unless otherwise approved in writing by the local planning authority, no buildings shall be occupied or brought into use prior to completion of the approved foul drainage works
Reason: To ensure that no foul water discharges take place until proper provision has been made for their disposal.
- 16 Prior to commencement of development a detailed bat survey of the site shall be carried out by an appropriately qualified person and the results of this survey, together with necessary mitigation measures, shall be submitted to and approved in writing by the Local planning Authority, and thereafter any mitigation measures carried out.
Reason: To safeguard bats in the area.
- 17 No development works shall begin until a report, endorsed by a competent engineer experienced in ground contamination and remediation matters, has been submitted and agreed with the Local Planning Authority. The report shall, amongst other matters, include the following:-
1. Measures to further evaluate the site for the purposes of identifying contamination in line with the recommendation made within WSPs Site Investigation (Report Ref 12111053).
 2. Measures to treat or remove any contaminated materials encountered and the methodology to be employed. These procedures should be summarised in a remediation statement.
 3. Steps to be taken to prevent any environmental pollution by any such contaminated material encountered.
 4. Measures to prevent risks to health and safety of the general public and any persons working on the site.
 5. Consideration of any Waste Management issues of any remediation measures.
 6. The subsequent certification/validation reports are submitted, showing that the site has been satisfactorily remediated and that the development of the site can be safely occupied

The development shall thereafter be undertaken in full accordance with the submitted report. For further information, see BMBC's Supplementary Planning Guidance 28, "Developing Contaminated Land".

Reason: In the interests of ground contamination and remediation of the land.

- 18 The developer shall submit a Noise Impact Assessment, for approval by the Local Planning Authority. The Noise Impact Assessment will consider noise generated from construction and the noise exposure to the future residents of the development. The Noise Impact Assessment will provide the following information as a minimum :
1. assess the impact of the construction of the development.
 2. assess the impact of adjacent land uses on the site.
 3. will use recognized noise standards (PPG24, BS4142, WHO EH Criteria 12)
 4. will contain a full schedule of proposals for noise mitigation measures & techniques to be employed on the development
 5. to protect the site from external noise sources and to protect neighbouring land users during the construction phase. This will include performance specification information of any proposed mitigation.
 6. will contain details of post construction noise monitoring to assess the efficacy of any noise abatement measures employed.
 7. white noise reversing alarms shall be fitted as standard for mobile plant on the site during the construction phase.

Reason: To ensure that noise due to the construction of the development is reasonable and minimized also that the properties constructed will meet the relevant noise standards.

- 19 All construction and remediation works including the delivery of materials/waste collections shall be within:-
08.00 - 16.00 Monday - Friday, 09.00 - 13.00 Saturdays and not at all on Sundays & Bank Holidays.

Reason: To ensure that the effects of disruption due to construction are controlled.

- 20 The developer shall submit a Dust Assessment (including dust from traffic and possible land contamination) with any detailed application, for approval by the Local Planning Authority. The Dust Assessment will consider dust generated from the construction.

1. assess the dust impact of the construction phases of the development.
2. will use recognized air quality measurement, monitoring and prediction standards.
3. will contain proposals for dust mitigation measures & techniques to be employed on the development, e.g. dust control techniques/frequency of use/the control of mud & dust on the highway/etc.
4. will contain details of dust monitoring to assess the efficacy of any abatement measures employed.

Reason: To protect the air quality in the locality.

- 21 Sufficient space for the storage of household waste and recycling bins shall be provided within the curtilage of each dwelling.

Reason: To ensure that waste is managed to prevent nuisance due to litter and vermin.

- 22 Any security or lighting system shall be designed to ensure that any glare from the development only falls within the curtilage of the site and does not fall on bedroom windows within the development. Any proposed lighting system shall comply with the ILE guidance notes for the Reduction of Light Pollution.

Reason: To prevent nuisance due to light.

- 23 None of the properties that abut the boundary with the retained works buildings shall be occupied until the sound proofing measures included within the noise impact assessment along this boundary have been completed to the satisfaction of the Local planning Authority. The works shall then proceed in accordance with the approved scheme.

Reason: In the interests of occupier's amenities.

- 24 During remediation of the site the existing brick boundary wall onto Green Road shall be retained and only demolished once remediation works are complete.

Reason: In the interests of visual amenity.