

Dated 14 August

2024

Deed of Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990

Land at 28 Paddock Road, Staincross, Barnsley, S75 6LG

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

R M H PROPERTIES LTD

and

ALLAN WILLIAM TIMMS & JOHN CHARLES TIMMS

DATE 14 August 2024

PARTIES

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire S70 2TA (the "Council").
- (2) **R M H PROPERTIES LTD** (Co. Regn. No. 08490981) of 28 Paddock Road, Staincross, Barnsley S75 6LG (the "First Owner")
- 3) **ALLAN WILLIAM TIMMS** of Warrington Avenue, Whitby, Ellesmere Port, Cheshire CH65 6TR and **JOHN CHARLES TIMMS** of 34, Wakefield Road, Staincross, Barnsley S75 6JY (the "Second Owner")

BACKGROUND

- (A) By virtue of section 1 of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations hereby created are enforceable.
- (B) The First Owner is the proprietor of the freehold title to the parts of the Site which are registered at the Land Registry under Title Numbers SYK661733, SYK694082, SYK671382, SYK684966 and SYK519061.
- (C) The First Owner has submitted the Application to the Council for planning permission for the Development.
- (D) The First Owner is the proprietor of the freehold title to the BNG Land registered at the Land Registry under title number SYK717139.
- (E) The Second Owner is the proprietor of the freehold title to the parts of the Site which are registered at the Land Registry under Title Number SYK551438 and Mr John Tims is the proprietor of the freehold title to the part of the Site registered at the Land Registry under Title Number SYK541891.
- (F) The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.
- (G) The First Owner by entering into this Deed do so to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.
- (H) The Second Owner by entering into this Deed do so to create planning obligations in respect of that part of the Site registered under Title Number SYK551438 pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

1990 Act the Town and Country Planning Act 1990.

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| Affordable Housing | affordable housing as defined in Annex 2 of the NPPF. |
| Affordable Housing Contribution | a financial contribution which is (if applicable) to be calculated and paid by the First Owner to the Council in accordance with and in the circumstances specified in paragraphs 3.1 - 3.2 of Schedule 3 of this Deed as a contribution towards the cost of providing new Affordable Housing within the Council's administrative area. |
| Affordable Housing Scheme | <p>a scheme for the provision of the Affordable Units which shall include:</p> <ul style="list-style-type: none"> (a) the number, location, tenure and type of the Affordable Units; (b) details of how the proposed design and construction of the Affordable Housing Units will ensure that the Affordable Housing Units are materially indistinguishable (in terms of outward design and appearance) from the Open Market Dwellings of similar size within the Development (c) the Registered Provider(s) to which the First Owner intend to market the Affordable Units for transfer; and (d) draft heads of terms for the transfer of the Affordable Units to a Registered Provider. |
| Affordable Value | means a price being not greater than 50% (fifty percent) of the Open Market Value of an equivalent open market unit or such other discounted sum agreed with the Registered Provider that is financially viable for a Registered Provider to be able to purchase an Affordable Housing Unit. |
| Affordable Units | 20% of the total Dwellings to be built on the Site as part of the Development and to be provided as Affordable Housing in accordance with the provisions of Schedule 3 of this Deed of which shall be provided as Affordable Housing for Rent (as defined by Annex 2 of the NPPF). |
| Application | the application for planning permission for the Development which was submitted to the Council on behalf of the First Owner and which was given reference number 2022/0965. |
| "The Approved BEMP" | means the approved Biodiversity Ecological Management Plan prepared by Whitcher Wildlife Ltd Ref No: 200748/BEMP/OFF-SITE/1 dated 23 rd February 2024 (revision 1) annexed hereto at Schedule 6. |
| BNG Land | means the land shown edged green on Plan ref RMH1 within which the improvements and ongoing management and maintenance in accord with the approved BEMP will be carried out. |
| Chargee | a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver. |

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| Commencement of Development | the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term "material operation" shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly. |
| Contributions | collectively the Affordable Housing Contribution (if applicable), the Education Contribution, the Off Site Open Space Contribution and the Sustainable Travel Contribution All to be Index Linked. |
| Council's Approved List | means the following Registered Providers: Acis Homes Auxesia Homes Anchor Hanover Berneslai Homes Limited; South Yorkshire Housing Association Limited; Yorkshire Housing Limited; Guinness Northern Counties Limited; Equity Housing Group Limited; North 54; Park Properties Housing Association Sanctuary Housing Together Housing Association Wakefield and District Housing Limited and Yorkshire Housing Association or such other Registered Provider(s) that may be nominated by the Second Owner and approved by the Council from time to time; |
| Default Interest Rate | 4% per annum above the base rate from time to time of the Bank of England. |
| Development | Residential development of 45 dwellinghouses and associated works, |

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| Dwelling | a residential unit that may be built on the Site pursuant to the Planning Permission and the term Dwellings shall be construed accordingly. |
| Education Contribution | the sum of £160,000 (one hundred and sixty thousand pounds) Index Linked to be paid by the First Owner to the Council and to be used by the Council towards the provision of and/or improvements to educational provision, facilities and places in accordance with the Councils SPD Financial Contributions to Schools or any replacement thereof. |
| Expert | a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute. |
| General Housing Unit | a Dwelling which is not an Affordable Unit. |
| Homes England | the Homes and Communities Agency (trading as Homes England) or any body or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act). |
| Index Linked | increased in accordance with the following formula: (a) Amount payable = the payment specified in this Deed x (A/B) where: (b) A = the figure for the Retail Price Index published by the Office for National Statistics that applied immediately preceding the date the payment is due; and (c) B = the figure for the Retail Price Index published by the Office for National Statistics that applied when that index was last published prior to the date of this Deed. |
| Monitoring Fee | means the sum of £250 (two hundred and fifty pounds) in respect of the Councils administrative costs in reviewing and responding to each Monitoring Report submitted to the Council |
| Monitoring Reports | means the reports to be submitted to the Council for its approval in accordance with the Approved BEMP at years 1, 2, 3, 5, 10, 20 and 30 |
| NPPF | the National Planning Policy Framework, September 2023 (or as redefined by any amendment, replacement or re-enactment thereof). |
| Occupation | occupation for the purposes permitted by the Planning Permission but not including occupation for the purposes of fit out, decoration, marketing, display or security operations and the term Occupy and Occupied shall be construed accordingly. |
| Off Site Open Space Contribution | the sum of £73,236 (seventy three thousand two hundred and thirty six pounds) Index Linked to be paid by the First Owner to the Council and to be used by the Council towards the provision of and/or improvements of off site open space sites in accordance with the Councils Supplementary Planning Document "Open Space provision on New Housing Developments adopted May 2019 (or any replacement thereof). |
| Open Market Value | means an amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted |

knowledgeably, prudently and without compulsion as proposed by the First Owner and approved by the Council or in the absence of agreement as determined by an Valuer assessed in general accordance with the Appraisal & Valuation Manual of the Royal Institute of Chartered Surveyors as amended from time to time;

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| Plan | drawing reference RMH-PO2 Rev R appended hereto at Schedule 1. |
| Planning Obligations | the obligations, conditions and stipulations set out at Schedules 3 and 4 of this Deed and the term Planning Obligation shall be construed accordingly. |
| Planning Permission | a planning permission permitting the Development granted by Council pursuant to the Application substantively in the form attached as at Schedule 2 of this Deed. |
| Practical Completion | means either: <ul style="list-style-type: none">(a) the issue of a certificate signed by a chartered architect which confirms that a specified Dwelling has been constructed in compliance with building regulations and is completed so as to be fit for habitation as a residential housing unit; or(b) the issue of a Buildmark cover note in relation to a Dwelling by the National House-Building Council or such cover note of similar effect from an alternative warranty provider and Practically Completed shall be construed accordingly; |
| Protected Tenant | any tenant who: <ul style="list-style-type: none">(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (or equivalent contractual or voluntary right) in respect of a particular Affordable Unit;(b) has exercised any statutory right to buy (or equivalent contractual or voluntary right) in respect of a particular Affordable Housing Unit;(c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Unit is owned by the tenant and a share is owned by the Registered Provider) and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Unit;(d) is a former tenant of an Affordable Unit who has purchased that Affordable Unit under the provisions of the Housing and Regeneration Act 2008 or any statutory right in force from time to time entitling tenants of Registered Providers to purchase their homes;(e) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Unit and who has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns 100% of that Affordable Unit;(f) is a former tenant of an Affordable Unit where a Registered Provider sells to the tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant |

scheme under section 21 of the Housing Act 1996, or any amendment or replacement thereof; and/or

any person or body deriving title through or from any of the parties mentioned in (a) to (f) above.

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| Registered Provider | a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by Homes England under Chapter 3 of that Act and on the Council's Approved List. |
| Site | all that Site known as Land at 28 Paddock Road, Staincross, Barnsley, S75 6LG shown edged red on the Plan annexed hereto at Schedule 1. |
| Statutory Undertaker | any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking. |
| Sustainable Travel Contribution | the sum of £ 32,250 (thirty two thousand two hundred and fifty pounds) Index Linked to be paid by the First Owner to the Council and to be used by the Council towards sustainable travel improvements the need for which is required in order to mitigate the impacts arising from the Development. |
| Valuer | a chartered surveyor (being a member of the Royal Institution of Chartered Surveyors) appointed by agreement between the First Owner and the Council to act as an independent expert in the determination of the Open Market Value where required in accordance with this Agreement. |
| Working Day | any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday. |

- 1.2 Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 Any words denoting natural persons shall include legal persons and vice versa.
- 1.5 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed.
- 1.6 The expression Owner shall include their successors in title and assigns.
- 1.7 The expression Council shall include any successor authority to its statutory functions under the 1990 Act.
- 1.8 Where a party includes more than one person any obligations of that party shall be joint and several.
- 1.9 Clause headings shall not affect the construction of this Deed.

1.10 Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUTORY BASIS

2.1 This Deed secures planning obligations made pursuant to section 106 of the 1990 Act and is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Deed.

2.2 This Deed is enforceable by the Council as local planning authority for the purposes of the 1990 Act.

2.3 To the extent that the covenants, restrictions and requirements in this Agreement are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

3. CONDITIONS PRECEDENT

3.1 This Deed is conditional upon and does not become effective unless and until the Planning Permission is granted.

3.2 Clause 4 of this Deed is further conditional upon and does not become effective unless and until the Commencement of Development.

4. COVENANTS & DECLARATIONS

4.1 The First Owner covenants with the Council to comply with the Planning Obligations in this Deed at Part 2 4 of Schedule 3 and in Schedule 4.

4.2 The First Owner & Second Owner covenants with the Council to comply with the Planning Obligations in this Deed at Part 1 2 of Schedule 3

4.3 The Council covenants with the First Owner and the Second Owner to comply with the obligations in this Deed at Schedule 5.

4.4 The First Owner and Second Owner hereby acknowledges that their respective interests in the Site and the BNG Land shall be bound by the covenants, restrictions and obligations in this Deed as specified in paragraphs 4.1, and 4.2 above.

5. EXCLUSIONS AND RELEASE

5.1 No party shall be bound by the terms of this Deed or be liable for the breach of any Planning Obligation:

5.1.1 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 prior to parting with such interest);

5.1.2 if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or

5.1.3 if that party is an owner or occupier of an individual Dwelling.

5.2 If the Planning Permission:

- 5.2.1 expires before the Commencement of Development; or
- 5.2.2 is at any time revoked or modified (without the consent of the Owner) pursuant to Part IV of the 1990 Act

this Deed shall determine and cease to have effect.

- 5.3 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or over any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it shall also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

6. REGISTRATION

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

- 6.2 Following either:

- 6.2.1 the performance and satisfaction of all the Planning Obligations contained in this Deed; or

- 6.2.2 the determination of this Deed in accordance with Clause 5.2;

the Council shall upon the written request of the Owner as soon as reasonably practicable effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7. NON-FETTER AND WAIVER

- 7.1 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.

- 7.2 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

- 7.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

8. SECTION 73 OF THE 1990 ACT

If an application is made under section 73 of the 1990 Act in respect of the Planning Permission to carry out the Development without complying with a condition or conditions to which the Planning Permission is subject (a S73 Application) then in the event that the Council is minded to approve such S73 Application:

- (a) if the Council considers that the Planning Obligations contained in this Deed are both sufficient and necessary to make the development proposed by such S73 Application acceptable in planning terms then references to Planning Permission in this Deed shall be deemed to also be references to that new planning permission and the Parties agree that this Deed shall apply to and remain in full force in respect of both that new planning permission and the Planning Permission

without the need for a further deed to be made pursuant to section 106 of the 1990 Act; or

- (b) if the Council considers that additional or modified planning obligations are necessary to make the development proposed by such S73 Application acceptable in planning terms then for the avoidance of doubt nothing in this Clause 8 shall fetter the Council's ability in the exercise of its proper planning judgment to require the completion of such further deed made pursuant to section 106 of the 1990 Act as it considers necessary and in such case Clause 8(a) shall be disregarded.

9. INTEREST

If any sum or amount has not been paid to the Council by the date it is due then the sum payable shall attract interest on that sum or amount at the Default Interest Rate and such interest shall accrue on a daily basis for the period from the due date to and including the actual date of payment.

10. INDEXATION

10.1 All Contributions payable to the Council shall be Index Linked.

10.2 Where reference is made in this Deed to an index, and that index ceases to exist or is replaced or rebased, then such reference shall be deemed to include any replacement or rebased index or, in the event the index is not replaced, to such alternative reasonably comparable index as the Council shall advise the Owner in writing.

11. VAT

All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

12. SEVERANCE

If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity or enforceability of the remaining provisions of this Deed.

13. CHANGE OF OWNERSHIP

The Owner agrees with the Council to give the Council written notice within 10 Working Days of any change in proprietorship of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan PROVIDED THAT this obligation shall not apply to a disposal of an individual Dwelling.

14. NOTIFICATION

14.1 Any notice, request, demand or other written communication to be given or served under this Deed must be in writing and must be:

14.1.1 delivered by hand; or

14.1.2 sent by pre-paid first class post or other next working day delivery service.

14.2 Any notice, request, demand or other written communication to be given or served under this Deed must be sent to the relevant party as follows:

14.2.1 to the Head of Planning and Building Control at Barnsley Metropolitan Borough

14.2.2 Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2021/1661;

14.2.3 to the First Owner and Second Owner at the address(s) given at the start of this deed

at or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with Clause 14.

14.3 Any notice, request, demand or other written communication given or served in accordance with Clause 14.1 or Clause 14.2 shall be deemed to have been received:

14.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9.00 am on the next Working Day; or

14.3.2 if sent by pre-paid first class post or other next working day delivery service, on the Working Day after posting.

14.4 A notice, request, demand or other written communication given under this deed shall not be validly given if sent by e-mail.

14.5 This Clause 14 does not apply to the service of any proceedings or other documents in any legal action.

15. DISPUTE RESOLUTION

15.1 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

15.2 Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such lesser period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.

15.3 The following provisions and terms of appointment shall apply to such disputes or disagreements:-

15.3.1 the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 15.2 above, shall be appointed or identified by the following persons:

(a) in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;

(b) in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or

(c) in the case of any other dispute the President of the Bar Council.

- 15.3.2 the Expert shall act as an expert and not as an arbitrator
- 15.3.3 the Expert shall be required to give notice of their appointment to each of the parties (Expert's Notice) and thereafter:
- (a) the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;
 - (b) the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;
 - (c) the Expert shall disregard any representations made out of this time; and
 - (d) the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time;
 - (e) to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination
- 15.3.4 the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
- 15.3.5 the Expert's decision shall be in writing and shall give reasons for the decision; and
- 15.3.6 each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 15.4 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- 15.4.1 either party may apply to the relevant body as per Clause 15.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 15.4.2 Clause 15.3 shall apply to the new Expert as if they were the first Expert appointed.

16. THIRD PARTY RIGHTS

No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 PROVIDED THAT this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Site.

17. COSTS

The First Owner shall on (or prior to) the date hereof pay the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed in the sum of £1500.

18. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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

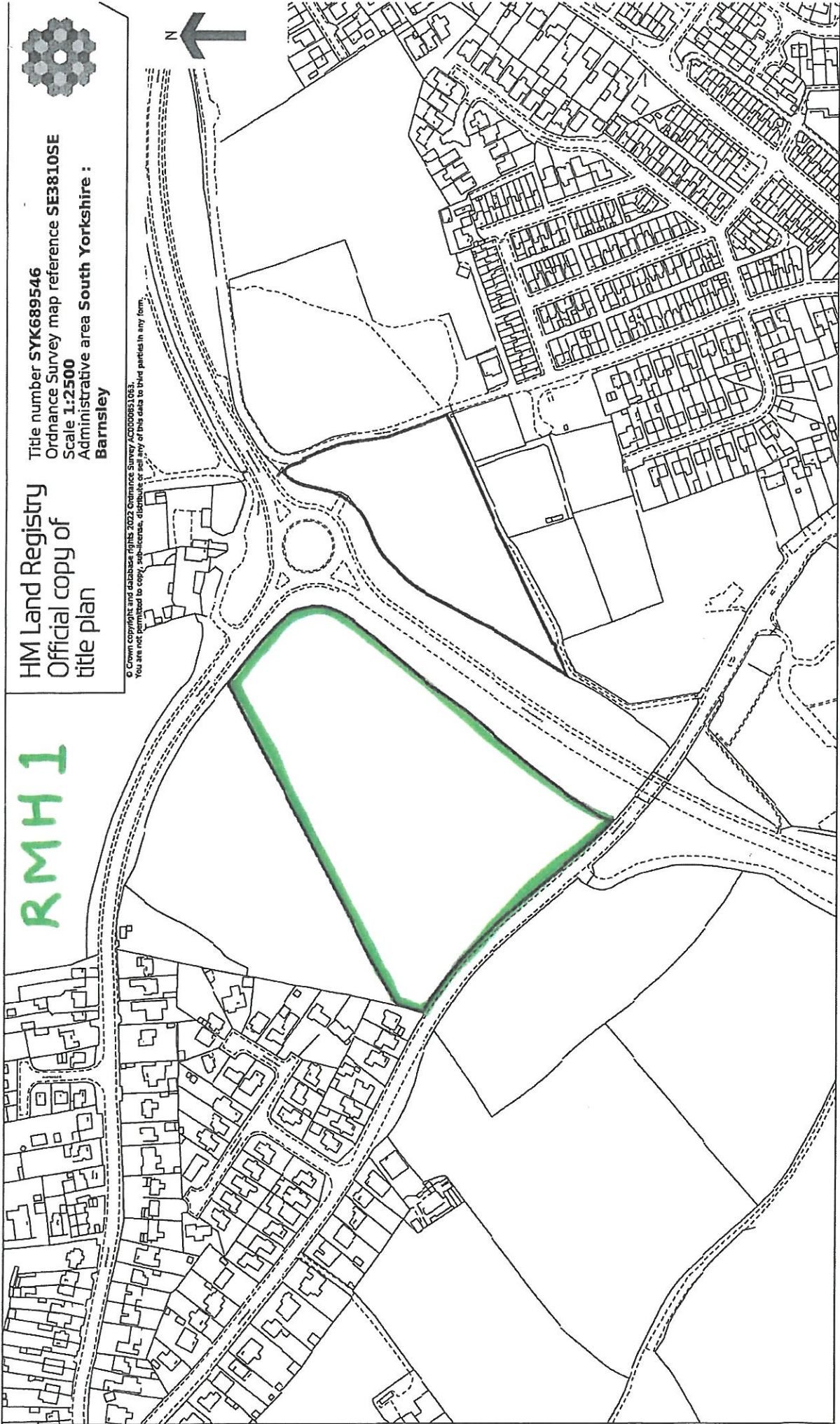
RMH1

HM Land Registry
Official copy of
title plan

Title number SYK689546
Ordnance Survey map reference SE3810SE
Scale 1:2500
Administrative area South Yorkshire :
Barnsley



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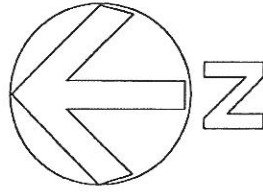


SCHEDULE 1

Plan



| | |
|--------------|-------------------------|
| Project Name | Pakenham Road Extension |
| Client | STC ELC |
| Project No. | 100000000 |
| Phase | 2/3 |
| Scale | 1:100 |
| Date | 10/10/2023 |
| Author | [Name] |
| Check | [Name] |
| Drawn | [Name] |
| Scale | 1:100 |
| Sheet No. | 28 |
| Total Sheets | 30 |



LOCATION PLAN
 SCALE 1:100



| | |
|-------|---|
| Notes | 1. All dimensions are in meters unless otherwise stated. |
| | 2. All areas are to be landscaped with grass and trees. |
| | 3. All areas are to be fenced with a 1.8m high fence. |
| | 4. All areas are to be paved with concrete. |
| | 5. All areas are to be finished to a level of 100mm above finished ground level. |
| | 6. All areas are to be finished to a level of 100mm above finished ground level. |
| | 7. All areas are to be finished to a level of 100mm above finished ground level. |
| | 8. All areas are to be finished to a level of 100mm above finished ground level. |
| | 9. All areas are to be finished to a level of 100mm above finished ground level. |
| | 10. All areas are to be finished to a level of 100mm above finished ground level. |

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SCHEDULE 2

Draft form of Planning Permission



DRAFT GRANT OF PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO. 2022/0965

To Andrew Bailey Architects
Glendower House
85 Lundhill Road
Wombwell
Barnsley
S73 0RL

DESCRIPTION Residential development of 45 dwellinghouses and associated works (Amended Plans)

LOCATION 28 Paddock Road, Staincross, Barnsley, S75 6LG

Permission is **granted** for the proposals which were the subject of the Application and Plans registered by the Council on 09/11/2022 and described above.

THIS DRAFT DECISION IS SUBJECT TO THE TERMS OF THE AGREEMENT MADE UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED).

The approval is subject on compliance with the following 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:
 - Location plan RMH-PO1
 - Site Plan - RMH-P02 Rev R
 - Landscape Plan - RMH-P03 Rev C
 - House Types - RMH-HT-A-01A;B-01; D-01; D-02A; E-01; F-01B; G-01; H-01A; I-01; J-01; K-01; L-01; M-01; N-01A; P-01C; Q-01; Q-02A; R-01; R-02; R-03A; S-01A; S-02; T-01A; U-01A; V-01A; W-01D; X-01A; Y-01A; Z-01A; Z-02A; AA01;BB01.
 - Geoenvironmental Appraisal C398 A
 - Coal Mining Investigation Report C398 AReason: 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 details of the proposed external materials shall be 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 Local Plan Policy D1 High Quality Design and Place Making
- 4 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, along with details of the management of the open spaces. The approved landscaping details shall be implemented prior to the occupation of the buildings and the management scheme retained as such.
Reason: In the interests of the visual amenities of the locality in accordance with Local Plan Policy BIO1.
- 5 All out of plot planting, seeding or turfing 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
- 6 All in plot planting, seeding or turfing comprised shall be carried out on each plot no later than the first planting and seeding season following the occupation of the individual dwellinghouse/s; 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
- 7 Prior to the 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 D1, High Quality Design and Place Making
- 8 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 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.

- 9 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
No development or other operations shall take place except in complete accordance with the approved details and the tree protection fencing shall be installed in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced off in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the Local Planning Authority.
Reason: To ensure the continued well-being of the trees in the interests of the amenity of the locality
- 10 No development shall commence until full construction, engineering, drainage and street lighting 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.
Reason: In the interests of highway safety, in accordance with Local Plan policy T4 – New Development and Transport Safety.
- 11 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 (Paddock Road) in accordance with details submitted to and subsequently approved in writing by the LPA.
Reason: To ensure satisfactory development of the site and in the interests of highway safety, in accordance with Local Plan policy T4 – New Development and Transport Safety
- 12 The gradient of internal access roads as well as individual vehicular accesses/driveways shall not exceed 1 in 12.
Reason: In interests of the safety of persons using the access and users of the highway in accordance with Local Plan Policy T4.
- 13 Pedestrian visibility splays having dimensions of 2m x 2m shall be safeguarded at driveway entrances/exits. Nothing shall be erected, retained, planted and/or allowed to grow at or above a height of 0.6m to the rear of the footway/verge which would obstruct the visibility splay. The visibility splays shall be maintained free of obstruction at all times thereafter for the lifetime of the development.
Reason: In the interests of highway safety, in accordance with Local Plan policy T4 – New Development and Transport Safety

- 14 Prior to the first occupation of the development hereby permitted, the proposed accesses, driveways, on-site car parking and vehicle turning shall be laid out in accordance with the approved plan. Driveways and vehicle parking areas accessed from the approved streets must be properly consolidated and hard surfaced and drained into the site and subsequently maintained in good working order at all times thereafter for the lifetime of the development.
Reason: To ensure that there are adequate parking facilities to serve the development which are constructed to an acceptable standard; to ensure adequate provision for the disposal of surface water and to prevent mud/debris from being deposited on the public highway; and to prevent the migration of loose material on to the public highway to the detriment of road safety and in accordance with Local Plan Policy T4 New Development and Transport Safety
- 15 No works shall commence on site until a scheme for the parking of bicycles has been submitted to and approved in writing by the LPA. The scheme shall be fully implemented before the development is first occupied (or brought into use) and thereafter retained for this purpose.
Reason: In the interests of encouraging use of sustainable modes of transport in accordance with Local plan Policy T3
- 16 Development shall not commence until details of the siting of the sales cabin, and parking for staff and customers visiting the site, have been submitted and approved in writing by the Local Planning Authority, and such facilities shall be retained for the entire construction period.
Reason: In the interests of highway safety and the free flow of traffic in accordance with Local Plan Policy T4 New Development and Transport Safety
- 17 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 approved statement shall be adhered to throughout the construction period. The statement shall provide for:
- i. The parking of vehicles of site operatives and visitors
 - ii. Means of access for construction traffic
 - iii. Loading and unloading of plant and materials
 - iv. Storage of plant and materials used in constructing the development
 - v. Measures to prevent mud/debris being deposited on the public highway.
- Reason: In the interests of highway safety in accordance with Local Plan Policy T4 New Development and Transport Safety**

- 18 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.**
- 19 The Travel Plan hereby approved shall be implemented in accordance with the measures set out therein. Within three months of first occupation, evidence of the implementation of measures set out in the Travel Plan shall be prepared, submitted to, and agreed in writing with the LPA. Ongoing monitoring and review shall be in accordance with the Travel Plan monitoring strategy contained within the plan.
- Reason: To support sustainable transport objectives, reduce reliance on the private motor car as a primary form of transport and to reduce the impact of travel and transport on the environment in accordance with Local Plan Policy T3**
- 20 No development, including any demolition and groundworks, shall take place until the applicant, or their agent or successor in title, has submitted a Written Scheme of Investigation (WSI) that sets out a strategy for archaeological investigation and this has been approved in writing by the Local Planning Authority. The WSI shall include:
- The programme and method of site investigation and recording.
 - The requirement to seek preservation in situ of identified features of importance.
 - The programme for post-investigation assessment.
 - The provision to be made for analysis and reporting.
 - The provision to be made for publication and dissemination of the results.
 - The provision to be made for deposition of the archive created.
 - Nomination of a competent person/persons or organisation to undertake the works.
 - The timetable for completion of all site investigation and post-investigation works.
- Thereafter the development shall only take place in accordance with the approved WSI and the development shall not be brought into use until the Local Planning Authority has confirmed in writing that the requirements of the WSI have been fulfilled or alternative timescales agreed.
- Reason: in the interests of archaeology in accordance with Local Plan Policy HE6.**
- 21 No development (including construction, land raising and demolition if required) shall be carried out other than in accordance with a Construction Environment Management Plan (CEMP) that is first submitted to, and approved in writing by, the local planning authority. The CEMP is expected to include measures to control noise and dust.
- Reason: To reduce or remove adverse impacts on health and the quality of life, especially for people living and/or working nearby, in accordance with Local Plan Policy POLL1**

- 22 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 carried out in accordance with the approved details.
Reason: In order to ensure compliance with Local Plan Policy I1
- 23 The site shall be developed with separate systems of drainage for foul and surface water on and off site, details of which shall have been submitted to and agreed in writing prior to the commencement of development. The separate systems should extend to the points of discharge to be agreed. The development shall then proceed in accordance with the approved details.
Reason: In the interest of satisfactory and sustainable drainage in accordance with Local Plan Policy CC3.
- 24 No construction works in the relevant area(s) of the site shall commence until measures to protect the public water supply infrastructure that is laid within the site boundary have been implemented in full accordance with details that have been submitted to and approved by the Local Planning Authority. The details shall include but not be exclusive to the means of ensuring that access to the pipe for the purposes of repair and maintenance by the statutory undertaker shall be retained at all times.
Reason: In the interest of public health and maintaining the public water supply in accordance with Local plan Policy CC3
- 25 No development shall take place (including vegetation/site clearance) until a Precautionary Working Method Statement (PWMS) for amphibians, bats (including details regarding the soft felling of trees with bat roost potential) and small mammals has been submitted to and approved in writing by the Local Planning Authority. The PWMS will be completed by a suitably qualified ecologist and the approved PWMS shall be implemented in full according to the specified timescales, unless otherwise agreed in writing by the Local Planning Authority.
Reason: To conserve and enhance biodiversity in accordance with Local Plan BIO1 Biodiversity and Geo Diversity and the SPD's Biodiversity and Geodiversity, and Trees and Hedgerows

- 26 Biodiversity Enhancement Management Plan (BEMP), completed by a suitably qualified ecologist will be submitted to the Local Planning Authority prior to the commencement of works on site. The BEMP will include the following:
- o A recent landscape plan detailing the location of mitigation works and the size of each habitat/linear feature to be enhanced and/or created;
 - o Management aims and prescriptions detailing the methods required to create and/or enhance each habitat/linear feature at the required quality for a period of 30 years;
 - o A timetable of delivery for each habitat/linear feature created and/or enhanced;
 - o A schedule of ecological monitoring for a minimum 30 year period, identifying when key indicators of habitat/linear feature maturity should be achieved;
 - o Details on the monitoring of habitats and linear features and the provision of a report, which shall be provided to the LPA on the 1st November of each year of monitoring (years one-three after creation, years five, ten and every ten years thereafter), which will assess the condition of all habitats and linear features created and/or enhanced and any necessary management or replacement/remediation measures required to deliver the Net Gain values set out in the BEMP;
 - o A schedule of actions to be undertaken in case signs of failing are identified; the schedules must include details of technique(s) to be used, equipment to be used, roles and relevant expertise of personnel and organisations involved and timing of actions including submission of monitoring report to the Council.
 - o A bat and bird box scheme, setting out the location of integral boxes and box types. Boxes shall be provided on at least 50% of the proposed units.
 - o A sympathetic lighting scheme to ensure the site remains attractive for use by foraging and commuting bats.
- Reason: To conserve and enhance biodiversity in accordance with Local Plan BIO1 Biodiversity and Geo Diversity and the SPD's Biodiversity and Geodiversity, and Trees and Hedgerows.**

- 27 Notwithstanding the submitted details, before above ground works commence, details of external/internal lighting shall be submitted to and approved in writing by the Local Planning Authority. The details shall be provided by a suitably qualified ecologist and clearly demonstrate that lighting will not adversely impact wildlife using key corridors, foraging and commuting features and roosting sites. The details shall include, but are not limited to, the following:
- o A drawing showing sensitive areas, dark corridors and buffer areas;
 - o Technical description, design or specification of external lighting to be installed including shields, cowls or blinds where appropriate;
 - o A description of the luminosity of lights and their light colour;
 - o A drawing(s) showing the location and where appropriate the elevation, height and luminance of the light fixings;
 - o Methods to control lighting control (e.g. timer operation, Passive Infrared Sensors (PIR)); and
 - o Lighting contour plans, both horizontal and vertical where appropriate, taking into account hard and soft landscaping.
- All external/internal lighting shall be installed in accordance with the specifications and locations set out in the approved details. They shall be maintained thereafter in accordance with these details.
- Reason: To conserve and enhance biodiversity in accordance with Local Plan BIO1 Biodiversity and Geo Diversity and the SPD's Biodiversity and Geodiversity, and Trees and Hedgerows.**

- 28 Notwithstanding the submitted details, no development shall take place (including demolition, ground works and vegetation clearance) until a Construction Environmental Management Plan - Biodiversity (CEMP-B) has been submitted to and approved in writing by the local planning authority. The CEMP-B shall include, but not necessarily be limited to, the following:
- o Risk assessment of potentially damaging construction activities;
 - o Identification of 'biodiversity protection zones';
 - o Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements);
 - o The location and timing of sensitive works to avoid harm to biodiversity features (e.g. daylight working hours only starting one hour after sunrise and ceasing one hour before sunset);
 - o Use of protective fences, exclusion barriers and warning signs, including advanced installation and maintenance during the construction period;
 - o The times during construction when specialists ecologists need to be present on site to oversee works;
 - o Responsible persons and lines of communication;
 - o The role and responsibilities on site of an Ecological Clerk of Works (ECoW) or similarly competent person(s);
- Reason: To conserve and enhance biodiversity in accordance with Local Plan BIO1 Biodiversity and Geo Diversity and the SPD's Biodiversity and Geodiversity, and Trees and Hedgerows**

- 29 Construction or remediation work comprising the use of plant, machinery or equipment, or deliveries of materials shall only take place between the hours of 0800 to 1800 Monday to Friday and 0900 to 1400 on Saturdays and at no time on Sundays or Bank Holidays
- Reason: To reduce or remove adverse impacts on health and the quality of life, especially for people living and/or working nearby, in accordance with Local Plan Policy POLL1**

Informative(s)

Pursuant to article 35 (2) of the Town and Country Planning (Development Management Procedure) Order 2015 (as amended), the Local Planning Authority have, where possible, made a pre-application advice service available, and otherwise actively engaged with the applicant in dealing with the application in a positive and proactive manner.

- 1 The granting of planning permission does not in any way infer that consent of the landowner is given. Therefore, the consent of all relevant landowners is required before proceeding with any development, including that of the Council as landowner.

If it should transpire that the applicant does not own any of the land included in this consent, then it is the responsibility of the applicant to seek all necessary consents and approvals of the landowner.

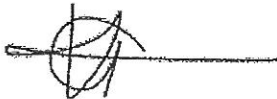
Please be aware that the Council monitors construction sites and open land within the vicinity of such sites in an attempt to prevent fly tipping (i.e. unauthorised deposit of waste on land), which is illegal under the Environmental Protection Act 1990. The penalties for fly-tipping can include:

- a fine of up to £50,000 and
- up to six months imprisonment on conviction.

Therefore, if necessary, please ensure that all demolition waste and waste associated with the construction of any development is disposed of via approved methods and that documents are retained to prove this.

Signed:

Dated: 26 April 2024



Garry Hildersley

Head of Planning, Policy & Building Control
Growth & Sustainability Directorate

The grant of this consent does not constitute or imply permission, approval or consent by the Local Authority for any other purpose.

NOTES:-

Appeals to the Secretary of State

If you are aggrieved by the decision of the Council to grant permission for the proposed development subject to conditions then you can appeal to the Secretary of State for the Environment, Transport and Regions under Section 78 of the Town and Country Planning Act. If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, Room 3/24 Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions giving under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment, Transport and Regions refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part VI of the Town and Country Planning Act 1990.

Compensation

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference to the application to him. These circumstances are set out in Sections 114 and related provisions of the Town and Country Planning Act 1990.

SCHEDULE 3

PART 1 - AFFORDABLE HOUSING

1. PROVISION OF ON-SITE AFFORDABLE UNITS

- 1.1 The First Owner shall not Commence Development until the Council has approved in writing an Affordable Housing Scheme.
- 1.2 As part of the carrying out of the Development the First Owner shall ensure that the Affordable Units shall:
 - 1.2.1 be provided in accordance with an approved Affordable Housing Scheme; and
 - 1.2.2 be provided in accordance with the Planning Permission and any applicable legislation, policy and regulatory requirements relevant to the delivery of new Affordable Housing.
- 1.3 The First Owner shall notify the Council of the Practical Completion of the last of the Affordable Units within 30 days thereof.

2. TRANSFER OF THE AFFORDABLE UNITS

- 2.1 The First Owner shall as soon as reasonably practicable following the Commencement of Development issue draft heads of terms (the Initial Registered Provider Transfer Terms) to a Registered Provider and thereafter use reasonable endeavours to contract to transfer the Affordable Units to the Registered Provider (the Initial Registered Provider) in accordance with the approved Affordable Housing Scheme.
- 2.2 If the proposed sale does not proceed in accordance with the Initial Registered Provider Transfer Terms the First Owner will continue to use Reasonable Endeavours to exchange contracts with an alternative Registered Provider appearing on the Council's Approved List (subject to any variations to the Council's Approved List that may be agreed in writing between the Council and the First Owner from time to time) and will keep the Council informed of the First Owner's progress.
- 2.3 If the First Owner has complied with paragraphs Paragraph **Error! Reference source not found.**2.1 to Paragraph 2.2 of Schedule 3 of this Deed and no Registered Provider has contracted to acquire one or more of the Affordable Units:
 - 2.3.1 within a period of 6 months from the Practical Completion of the last of the Affordable Units; or
 - 2.3.2 upon the Occupation of 40% of the General Housing Units (whichever is the earlier)the First Owner may (at the Owners' absolute discretion) either:
 - 2.3.3 suggest a further alternative Registered Provider and thereafter the procedure contained in paragraphs Paragraph 2.1 to Paragraph 2.2 of Schedule 3 shall be repeated until a Registered Provider(s) agrees to accept the transfer of such Affordable Units; or
 - 2.3.4 dispose of such Affordable Units on the open market and in lieu of the on-site provision of Affordable Housing the First Owner shall pay to the Council the Affordable Housing Contribution.

3. RESTRICTION ON OCCUPATION OF GENERAL HOUSING UNITS

- 3.1 The First Owner shall not Occupy or permit to be Occupied more than 50% of the General Housing Units until the First Owner have either:
- 3.1.1 notified the Council in writing that the Affordable Units have been Practically Completed and transferred to the Registered Provider; or
- 3.1.2 paid an Affordable Housing Contribution to the Council.
- 3.2 Any Affordable Housing Contribution payable in accordance with Paragraph 3.1.2 of Schedule 3 above shall be calculated as follows (in reference to each applicable Affordable Unit):

A – (B)

Where: A = the Open Market Value.

B = the Affordable Value.

In calculating any Affordable Housing Contribution:

- 3.2.1 in the event that the First Owner and the Council cannot agree the Affordable Housing Contribution within 30 Working Days (or such lesser period as may be agreed) the Affordable Housing Contribution shall be determined by a Valuer;
- 3.2.2 the Valuer shall act as an expert and his decision shall be final; and
- 3.2.3 the costs of any determination by the Valuer shall be paid by the First Owner.

4. MANAGEMENT AND OCCUPATION OF ON-SITE AFFORDABLE UNITS

- 4.1 Subject only to paragraphs 2.3.4 and 5 of this Schedule 3 the First Owner shall not permit the Affordable Units to be Occupied other than as Affordable Housing in accordance with an approved Affordable Housing Scheme.
- 4.2 For the avoidance of doubt, nothing in this Schedule 3 shall prevent any of the General Housing Units from being voluntarily provided as Affordable Housing and in such case such General Housing Units:
- 4.2.1 may comprise 'affordable housing' for the purposes of the National Planning Policy Framework and/or a 'qualifying dwelling' for the purposes of Regulation 49(2) of the Community Infrastructure Levy Regulations 2010; and
- 4.2.2 shall not comprise Affordable Units for the purposes of this Deed

5. EXCLUSIONS TO THIS SCHEDULE 3

- 5.1 The obligations in this Deed shall not be binding on:
- 5.1.1 any Protected Tenant (or any mortgagee or chargee, receiver or administrative receiver of the Protected Tenant);
- 5.1.2 any Chargee (subject only to Paragraph 5.2 of Schedule 3); or
- 5.1.3 any purchaser of an individual Affordable Unit from a Protected Tenant or a Chargee.
- 5.2 This Schedule 3 of this Deed shall not be binding on a Chargee PROVIDED THAT:

- 5.2.1 such Chargee has first given written notice to the Council of its intention to dispose of the relevant Affordable Unit(s) and thereafter has used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the relevant Affordable Unit(s) to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 5.2.2 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Unit(s) free from the obligations in this Schedule 3 of this Deed which thereafter will determine absolutely in respect of such Affordable Unit(s).

Part 2 - BIODIVERSITY

6 BIODIVERSITY PROVISIONS

- 6.1 Prior to the Commencement of Development either;
- 6.1.1 The Approved BEMP shall be fully complied with by the First Owner (and the First Owners successors in title) over the full thirty year period for management and maintenance of the BNG Land. Without prejudice to any powers the Council may have the First Owner hereby grants a right to the Council to enter the BNG Land at any time to survey it for the purposes of ascertaining compliance with the BEMP and where none compliance is found to carry out any works on the BNG Land or other steps which may be required (including the use of any necessary plant and equipment or third party experts for this purpose) to remedy the none compliance and the First Owner (or owner of the BNG Land at the time of the exercise of this right) shall be responsible for to reimbursing the reasonable costs incurred by the Council in exercising its powers in this clause.
- 6.1.2 The First Owner (and the First Owners successors in title) shall be responsible for meeting the Councils costs in reviewing and responding to Monitoring Reports and the Monitoring Reports shall be accompanied by the Monitoring Fee when submitted to the Council for approval.

SCHEDULE 4

Financial Contributions

1. EDUCATION CONTRIBUTION

- 1.1 The First Owner shall pay £80,000 (eighty thousand pounds) being 50% of the Education Contribution to the Council prior to the Occupation of more than 9 Dwellings and the First Owner shall not permit or allow the Occupation of more than 9 Dwellings unless the said payment of £80,000 (eighty thousand pounds) has been paid to the Council
- 1.2 The First Owner shall pay the balance of £80,000 (eighty thousand pounds) to the Council prior to the Occupation of more than 23 of the Dwellings. And the First Owner shall not permit or allow the Occupation of more than 23 Dwellings until the balance payment of £80,000 (eighty thousand pounds) has been paid to the Council.

2. SUSTAINABLE TRAVEL CONTRIBUTION

- 2.1 The First Owner shall pay £16,125 (sixteen thousand one hundred and twenty five pounds) being 50% of the Sustainable Travel Contribution prior to the Occupation of more than 9 Dwellings and the First Owner shall not permit or allow the Occupation of more than nine Dwellings until the said payment of £16,125 (sixteen thousand one hundred and twenty five pounds) has been paid to the Council
- 2.2 The First Owner shall pay the balance of £16,125 (sixteen thousand one hundred and twenty five pounds) of the Sustainable Travel Contribution to the Council prior to the Occupation of more than 23 of the Dwellings. And the First Owner shall not permit or allow the Occupation of more than 23 Dwellings until the balance payment of £16,125 (sixteen thousand one hundred and twenty five pounds) has been paid to the Council.

3. OFF SITE OPEN SPACE CONTRIBUTION

- 3.1 The First Owner shall pay £36,618 (thirty six thousand six hundred and eighteen pounds) being 50% of the Off Site Open Space Contribution to the Council prior to the Occupation of more than 9 Dwellings and the First Owner shall not permit or allow the Occupation of more than 9 Dwellings until the said payment of £36,618 (thirty six thousand six hundred and eighteen pounds) has been paid to the Council
- 3.2 The First Owner shall pay the balance of £36,618 (thirty six thousand six hundred and eighteen pounds) of the Off Site Open Space Contribution to the Council prior to the Occupation of more than 23 of the Dwellings. And the First Owner shall not permit or allow the Occupation of more than 23 Dwellings until the balance payment of £36,618 (thirty six thousand six hundred and eighteen pounds) has been paid to the Council.

SCHEDULE 5

Council's Covenants

1. The Council shall issue separate receipts on request for any sum paid to it under this Deed;
2. The Council shall place the Contributions and any Affordable Housing Contribution in an interest bearing account or in separate accounts as the Council shall at its discretion decide.
3. The Council shall not apply the Contributions or any Affordable Housing Contribution for any purpose other than for the purposes set out within Clause 1.1 of this Deed;
4. In the event that any Contribution (excluding where applicable the Biodiversity Contribution) or the Affordable Housing Contribution (or any part or parts thereof) are not expended or committed within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued shall be repaid to the Owner or their nominee as soon as reasonably practicable; and
5. In relation to the Biodiversity Contribution (where applicable) clause 4 shall apply with the substitution of 30 years for 10 (ten) years.
6. The Council shall respond to any request to account for the sums expended within 28 (twenty eight) Working Days of that request being made.

SCHEDULE 6

The Biodiversity Ecological Management Plan

**Whitcher Wildlife Ltd.
Ecological Consultants.**



PADDOCK ROAD, STAINCROSS.

OS REF: SE 33411 10311.

**OFF-SITE BIODIVERSITY AND
ENHANCEMENTS MANAGEMENT PLAN.**

Ref No: 200748/BEMP/OFF-SITE/1.

Date: 15th February 2024.

Revision 1: 23rd February 2024.

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1. INTRODUCTION.

1.1. An application has been submitted and approved for a residential development on the land off and adjacent to Woodview Farm on Paddock Lane in Staincross.

1.2. During discussions to secure a S106 agreement, the need for a Biodiversity Enhancement Management Plan (BEMP) for all off site biodiversity compensation was highlighted therefore this document has been prepared to satisfy that request.

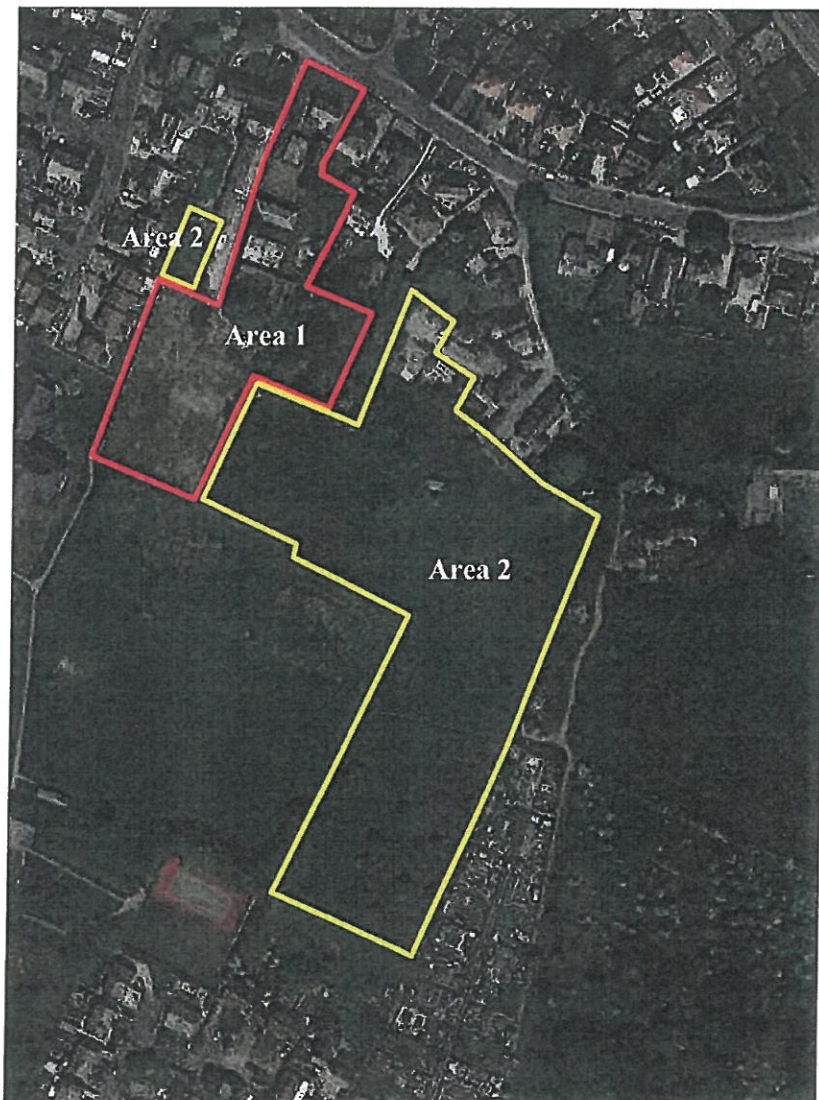
1.3. This document includes the following information:

- A plan detailing the location of biodiversity compensation works;
- A schedule of actions to create and maintain each habitat at the required quality for a period of 30 years;
- A schedule of ecological monitoring for the 30 year period
- A schedule of actions to be undertaken in case signs of failing are identified;

2. SUMMARY OF FINDINGS.

2.1. The development site is Woodview Farm and adjacent land off Paddock Road in Staincross.

2.2. The aerial photograph below shows the site. The area outlined in red (Area 1) is the area surveyed during 2020. The areas outlined in yellow (Area 2) were surveyed during 2021. The aerial map below shows a number of buildings on the site but there were only two buildings remaining, the main house and the outbuilding to the south of the house, on the eastern boundary. All others had been demolished prior to the second survey.



2.3. The site is bordered by residential houses on the north, east and west with an area of playing fields to the south and residential houses beyond this. The aerial photograph below shows the approximate location of the survey area, circled in red, and the wider surrounding area.



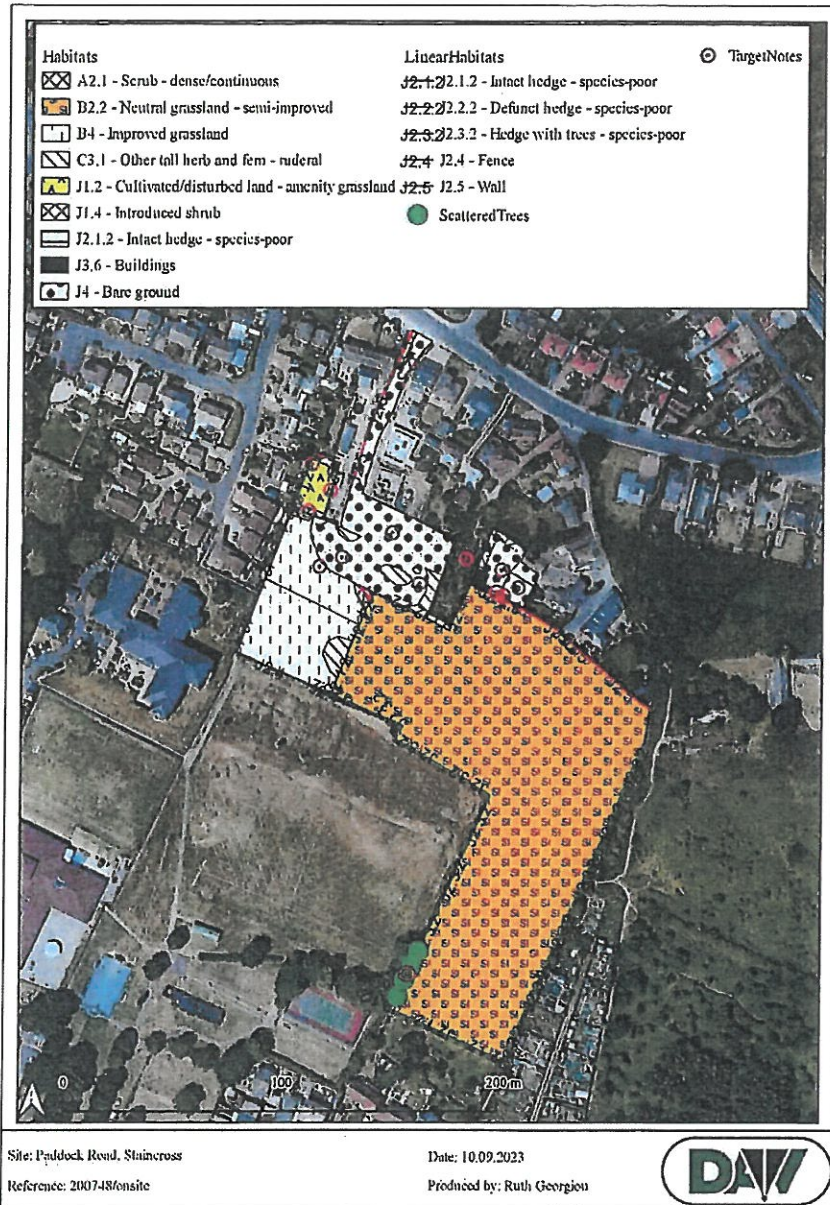
2.3. Preliminary Ecological Appraisals (PEA) were carried out of the site by Whitcher Wildlife Ltd during August 2020 and March 2021, and a bat dusk emergence survey was carried out during August 2020. Below is an overview of the findings of those survey.

2.4. The most part of the site was found to have been cleared during the second survey, therefore, as agreed with BMBC ecologist during the pre-app consultation stage, the original habitats on the site have been assessed in retrospect using local knowledge, historical maps and an ecological report provided by Barnsley MBC. This only applies to the large part of the bare ground in Area 2.

2.5. Therefore, the baseline habitats for the development site are predominantly semi-improved neutral grassland, with some areas of improved grassland and bare ground. The site also includes the grounds of two private dwellings, which are garden habitats with soft and hard landscaping.

2.6. There are hedgerow boundaries around much of the site, including a short length of tree line at the southern end.

2.7. The map below shows the baseline habitats on the development site.



2.8. An off-site area of land will be utilised to offset the biodiversity units lost on the development site. This is currently an arable field, near Cudworth in the Barnsley borough, and the developer is in the process of purchasing the land. This is currently being discussed between the relevant legal teams of the developer and the Local Planning Authority.

2.9. Central grid reference for the arable field is SE 3877 1034. The location of the arable field in a wider context is shown in the aerial map below. It is surrounded by additional arable fields, rough grassland, residential areas and the main Cudworth Parkway extends along one side.

2.10. The aerial map below shows the location of the offsite area, outlined in red and the surrounding habitats.



2.11. The aerial map below shows the boundaries of the area of the arable field to be used for biodiversity offsetting. The boundary hedgerows and margins will be left untouched.



2.12. Biodiversity calculations for the development site were initially carried out using the DEFRA Metric 2.0. These calculations have been upgraded in line with the biodiversity metric 4.0, including the condition assessments provided in the habitat descriptions. The baseline for the site was calculated at 13.40 habitat Biodiversity Units (Bu) and 2.52 hedgerow Bu as shown in the tables below.

| Habitat Type | Extent (ha) | Distinctiveness | Condition Assessment | Biodiversity units |
|--------------------------------|-------------|-----------------|-----------------------------|--------------------|
| Other neutral grassland | 1.55 | Medium | Moderate | 12.40 |
| Vacant or derelict land | 0.15 | Low | Poor | 0.30 |
| Developed land; sealed surface | 0.16 | V.Low | N/A - Other | 0.00 |
| Vegetated garden | 0.05 | Low | Condition Assessment N/A | 0.10 |
| Modified grassland | 0.26 | Low | Poor | 0.52 |
| Urban tree | 0.01 | Medium | Poor | 0.04 |
| Mixed scrub | 0.01 | Medium | Poor | 0.04 |
| Total (excl. trees) | 2.18 | | | 13.40 |

| | Hedgerow Type | Length (km) | Distinctiveness | Condition Assessment | Biodiversity units |
|-----|-----------------------------|-------------|-----------------|----------------------|--------------------|
| H1 | Native Hedgerow with Trees | 0.16 | Medium | Poor | 0.64 |
| H2 | Native Hedgerow with Trees | 0.15 | Medium | Moderate | 1.20 |
| H3 | Native Hedgerow | 0.06 | Low | Moderate | 0.24 |
| TL1 | Line of Trees | 0.03 | Low | Moderate | 0.12 |
| H4 | Hedge Ornamental Non-native | 0.05 | V.Low | Poor | 0.05 |
| H5 | Hedge Ornamental Non-native | 0.01 | V.Low | Poor | 0.01 |
| H6 | Hedge Ornamental Non-native | 0.01 | V.Low | Poor | 0.01 |
| H7 | Native Hedgerow | 0.01 | Low | Poor | 0.02 |
| H8 | Native Hedgerow | 0.05 | Low | Moderate | 0.20 |
| H9 | Hedge Ornamental Non-native | 0.03 | V.Low | Poor | 0.03 |
| | Total | 0.56 | | | 2.52 |

2.13. The baseline habitat units for this off-site area are 2.60 Bu. This is demonstrated in the table below.

| Habitat Type | Extent (ha) | Distinctiveness | Condition Assessment | Biodiversity units |
|--------------|-------------|-----------------|--------------------------|--------------------|
| Cereal crops | 1.3 | Low | Condition Assessment N/A | 2.60 |
| Total | 1.3 | | | 2.60 |

3. SUMMARY OF POST DEVELOPMENT HABITATS.

3.1. The plan below shows the proposed landscaping plan for the development site.



3.2. The proposed landscaping for the site utilises the areas of public open space and areas that are designated for biodiversity purposes to maximise the biodiversity value of the site. The main habitat area that has been lost on the site is grassland habitat therefore the proposed landscaping incorporates various types of high value grassland habitats where possible. Some scrub was also known to be present on the site therefore some pockets of scrub planting have also been incorporated. One area of grassland habitat will also be planted with fruit trees to create a traditional orchard habitat. Proposed street trees will be planted to allow the canopies to help create green bridges between green spaces. Rain gardens will be provided around the bases of the street trees to maximise use of the space available.

3.3. The landscaping proposals, including the planting of hedgerows where feasible and enhancement of one of the retained hedgerows, maintain connectivity across the site between adjacent grassland and scrub habitat to the east and the green open space to the west.

3.4. The total number of habitat units that will be delivered on the development site will be 3.86 Bu. This equates to an overall loss of 9.52 (-71.06%) Bu. 0.32km of the existing hedgerows will be retained and 0.15km of the existing hedgerows will be enhanced. The hedgerow Bu that will be delivered is 3.80 Bu. This will provide a gain of 1.28 (+50.97%) Bu. The tables below demonstrate the retained / enhanced / created habitats and hedgerow provided on the site.

| Habitat Type | Extent (ha) | Distinctiveness | Condition Assessment | Biodiversity units |
|--------------------------------|-------------|-----------------|-----------------------------|--------------------|
| Developed land; sealed surface | 1.28 | V.Low | N/A - Other | 0.00 |
| Vegetated garden | 0.58 | Low | Condition Assessment N/A | 1.12 |
| Other neutral grassland | 0.18 | Medium | Good | 1.51 |
| Modified grassland | 0.10 | Low | Good | 0.47 |
| Traditional orchards | 0.03 | High | Moderate | 0.18 |
| Mixed scrub | 0.003 | Medium | Poor | 0.01 |
| Urban tree | 0.18 | Medium | Moderate | 0.55 |
| Rain garden | 0.01 | Low | Poor | 0.02 |
| Total (excl. trees) | 2.18 | | | 3.86 |

| Hedgerow Type | Length (km) | Distinctiveness | Condition Assessment | Biodiversity units |
|--------------------------------|-------------|-----------------|----------------------|--------------------|
| Retained: | | | | |
| H1 Native Hedgerow with Trees | 0.16 | Medium | Poor | 0.64 |
| H3 Native Hedgerow | 0.06 | Low | Moderate | 0.24 |
| Line of Trees | 0.03 | Low | Moderate | 0.12 |
| H4 Hedge Ornamental Non-native | 0.05 | V.Low | Poor | 0.05 |
| H5 Hedge Ornamental Non-native | 0.01 | V.Low | Poor | 0.01 |
| H7 Native Hedgerow | 0.01 | Low | Poor | 0.02 |
| Enhanced: | | | | |
| H2 Native Hedgerow with Trees | 0.15 | Medium – Medium | Moderate – Good | 1.72 |

| Created: | | | | |
|-----------------|-------------|-----|----------|-------------|
| Native Hedgerow | 0.02 | Low | Moderate | 0.07 |
| Native Hedgerow | 0.02 | Low | Moderate | 0.07 |
| Native Hedgerow | 0.02 | Low | Moderate | 0.07 |
| Native Hedgerow | 0.05 | Low | Moderate | 0.17 |
| Native Hedgerow | 0.02 | Low | Moderate | 0.07 |
| Native Hedgerow | 0.03 | Low | Moderate | 0.10 |
| Native Hedgerow | 0.03 | Low | Moderate | 0.10 |
| Native Hedgerow | 0.03 | Low | Moderate | 0.10 |
| Native Hedgerow | 0.01 | Low | Moderate | 0.03 |
| Native Hedgerow | 0.03 | Low | Moderate | 0.10 |
| Native Hedgerow | 0.01 | Low | Moderate | 0.03 |
| Native Hedgerow | 0.02 | Low | Moderate | 0.07 |
| Native Hedgerow | 0.01 | Low | Moderate | 0.03 |
| Total | 0.30 | | | 3.80 |

3.5. The net biodiversity loss on the site will be offset in the off-site mitigation area to achieve an overall no net loss of biodiversity units.

3.6. An 'other neutral grassland' will be created through grass and wildflower seeding and a robust management regime, with an aim for the habitat to reach 'good' condition.

3.7. In addition to this, ten oak trees will be planted, with an aim to reach a 'medium' size in 'moderate' condition. These will be planted so that they are spread out across the area to avoid any overshadowing.

3.8. These proposed habitats are shown in the plan below.



3.9. These measures will deliver an additional 12.17 Bu. This is demonstrated in the table below.

| Change in Habitat | Extent (ha) | Distinctiveness | Condition Assessment | Biodiversity units |
|---------------------------|-------------|-----------------|----------------------|--------------------|
| Urban Tree | 0.37 | Medium | Moderate | 1.24 |
| Other Neutral Grassland | 1.30 | Medium | Good | 10.92 |
| Total (Exc. trees) | 1.30 | | | 12.17 |

3.10. With the above mitigation measures in place, there will be residual biodiversity net gain of 0.03 habitat Bu and 1.28 hedgerow Bu, which is equivalent to a net gain of 0.19% in area habitats and 50.97% in hedgerow habitats.

4. OFF-SITE BIODIVERSITY AND ENHANCEMENT MANAGEMENT PLAN DETAIL.

4.1. Target Conditions.

4.1.1. The entirety of the off-site area will be seeded to create 'other neutral grassland'. This grassland will be managed with an aim to reach a 'Good' condition within 30 years, in accordance with the Biodiversity Metric 4.0 habitat condition criteria for grasslands with moderate, high or very high distinctiveness. This will be achieved by targeting five of the six condition criteria.

4.1.2. The table below addresses how each of the criteria will be targeted to achieve a 'Good' condition:

| Condition | Assessment Criteria | Criterion passed (Yes or No) |
|-----------|---|---|
| A | <p>The grassland is a good representation of the habitat type it has been identified as, based on its UKHab description - the appearance and composition of the vegetation closely matches the characteristics of the specific grassland habitat type. Indicator species listed by UKHab for the specific grassland habitat type are consistently present.</p> <p>Note - this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.</p> | <p>Yes. As the area is currently an arable field, with inevitably high nutrient levels, this area will initially be seeded with a BFS8 High Nutrient Initial Establishment Wildflower Grassland Mix – 50% Flora seed mix. This comprises 50% wildflowers that are tolerant of higher nutrient levels and that can withstand grass competition. After six years, the fertility of the soils will be lowered, and the area will then be further enhanced through the seeding of a species rich mix of grass and wildflower. A low intensity management regime will then ensure that this achieves the UK Hab definition of 'other neutral grassland'.</p> |
| B | <p>Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20% is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.</p> | <p>Yes. During each cut, approximately 20% of the sward will be left uncut to maintain a longer sward. This will be rotational around the area, to achieve a variations across the whole grassland habitat.</p> |
| C | <p>Cover of bare ground is between 1% and 5%, including localised areas, for example, rabbit warrens¹.</p> | <p>Yes. The monitoring of the grassland will identify any areas of bare ground that appear, and appropriate remedial measures will be taken to rectify this. This may vary from re-seeding the area to rabbit control measures.</p> |
| D | <p>Cover of bracken <i>Pteridium aquilinum</i> is less than 20% and cover of scrub (including bramble <i>Rubus fruticosus</i> agg.) is less than 5%.</p> | <p>Yes. The monitoring of the grassland will identify any growth of bracken or scrub. These will be eradicated immediately using an appropriate method of eradication. This will be determined on a case-by-case basis and the details incorporated into each monitoring report. Initially this may be by the digging out of the plants and re-seeding followed by regular monitoring to remove</p> |

| | | |
|--|--|---|
| | | any new growth. Where any new growth is persistent, a more regular mowing regime in that area may be required for the short term. |
| E | <p>Combined cover of species indicative of sub-optimal condition² and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.</p> <p>If any invasive non-native plant species³ (as listed on Schedule 9 of WCA⁴) are present, this criterion is automatically failed.</p> | <p>No. An effort will be made to achieve this condition, but it can be difficult to manage some of the undesirable species and in this case the management of these is not proportionate to the grassland type. Some of the undesirable species may provide some benefit to invertebrates in the area. During any maintenance works, any damage to the grassland habitat will be reported and rectified immediately using measures appropriate to the damage occurred. Any damage identified during the monitoring visits will also be reported. During the first full growing season it is anticipated that a lot of undesirable species will grow, therefore regular mowing will initially be carried out to suppress these species.</p> <p>The monitoring surveys will also identify any Schedule 9 invasive species. These will be included in the monitoring report and the appropriate remedial measures will be implemented to rectify or eradicate the undesired species.</p> |
| Additional Criterion - must be assessed for all non-acid grassland types | | |
| F | <p>There are 10 or more vascular plant species per m² present, including forbs that are characteristic of the habitat type (species referenced in Footnote 2 and 4 cannot contribute towards this count).</p> <p>Note - this criterion is essential for achieving Good condition for non-acid grassland types only.</p> | <p>Yes. As the area currently an arable field, with inevitably high nutrient levels, this area will initially be seeded with a BFS8 High Nutrient Initial Establishment Wildflower Grassland Mix – 50% Flora seed mix. This comprises 50% wildflowers that are tolerant of higher nutrient levels and that can withstand grass competition. This species mix will deliver a minimum of 10 or more vascular plant species per m².</p> |
| Essential criterion for Good condition achieved (for non-acid grassland) | | |
| (Yes or No) | | Yes |
| Number of criteria passed | | 5 |
| Condition Assessment Result | Condition Assessment Score | Score Achieved x/√ |
| Non-acid grassland Types (Result out of 6 criteria) | | |
| Passes 5 or 6 criteria, including essential criterion A and additional criterion F. | Good (3) | ✓ |
| Passes 3 - 5 criteria, including essential criterion A. | Moderate (2) | |
| Passes 2 or fewer criteria; OR Passes 3 or 4 criteria excluding criterion A and F. | Poor (1) | |

4.1.3. Ten 8/10 standard oak trees will be planted across the grassland area. These will all be purchased in good condition and a substantial height with well-developed branching heads with a single, central leader and healthy, fibrous root system. They shall all be rootballed or container grown. These will be planted scattered across the site to ensure that they do not constitute a line of trees.

4.1.4. The trees will be managed with an aim to reach a 'moderate' condition within 30 years, in accordance with the Biodiversity Metric 4.0 habitat condition criteria for individual trees. This will be achieved by targeting four of the six condition criteria.

4.1.5. The table below addresses how each of the criteria will be targeted to achieve a 'Moderate' condition:

| Condition Assessment Criteria | | Criterion passed (Yes or No) |
|---|---|---|
| A | The tree is a native species (or at least 70% within the block are native species). | Yes. All trees will be English oak (<i>Quercus robur</i>). |
| B | The tree canopy is predominantly continuous, with gaps in canopy cover making up <10% of total area and no individual gap being >5 m wide (individual trees automatically pass this criterion). | Yes. These will be individual trees so automatically pass this criterion. |
| C | The tree is mature (or more than 50% within the block are mature). | No. Whilst there will be an aim for these trees to grow into 'mature' trees, to allow for any failures in these trees along the thirty year period and having to be replaced with younger trees, this criterion has not been passed. |
| D | There is little or no evidence of an adverse impact on tree health by human activities (such as vandalism, herbicide or detrimental agricultural activity). And there is no current regular pruning regime, so the trees retain >75% of expected canopy for their age range and height. | Yes. The area will be fenced off to deter people from accessing into the area and there will be no regular pruning of the trees. There will be no herbicide application or any other management activities that will be detrimental to the trees. The site is isolated with no requirement for people to access other than for management activities. |
| E | Natural ecological niches for vertebrates and invertebrates are present, such as presence of deadwood, cavities, ivy or loose bark. | No. This cannot be guaranteed within the 30 year period. |
| F | More than 20% of the tree canopy area is oversailing vegetation beneath. | Yes. All tree canopies will over sail the 'other neutral grassland' habitat. |
| Number of criteria passed | | |
| Condition Assessment Result (out of 6 criteria) | Condition Assessment Score | Score Achieved x/√ |
| Passes 5 or 6 criteria | Good (3) | |
| Passes 3 or 4 criteria | Moderate (2) | √ |
| Passes 2 or fewer criteria | Poor (1) | |
| Note that 'Fairly Good and Fairly Poor' condition categories are not available for this broad habitat type. | | |

4.2. Timetable for habitat implementation, management and monitoring.

4.2.1. The timetable overleaf incorporates in chronological order all habitat implementation, management and monitoring.

4.2.2. This timetable covers a 30 year period. It is subject to change as a result of any findings from the monitoring surveys.

| Year | Month | Responsibility | Activity |
|------|---|---------------------|---|
| 1 | March/April (or the previous September) | Developer | Sowing of BFS8 High Nutrient Initial Establishment Wildflower Grassland Mix – 50% Flora seed mix. |
| | May to August | Developer/Ecologist | Monitoring visit to monitor success of habitat creation and to undertake condition assessments of habitats. Ecologist will provide a report with findings and recommendations for any remedial works required. The BEMP will be revised where applicable. |
| | June to September | Developer | The developer to submit a copy of the monitoring report to the LPA by 1 st November. |
| | October/November | Developer | Regular mowing (every 2 to 4 weeks) of grassland to a minimum height of 40-60mm. Heavy quantities of cuttings removed from site. |
| | March/April | Developer | Trees planted, each secured to a stake that does not exceed one third of height of the tree. Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |
| | May to August | Developer | Irrigation of newly planted trees – 50 litres of water per week. |
| 2 | May to August | Developer/Ecologist | Monitoring visit to monitor success of habitat creation and establishment and to undertake condition assessment. Ecologist will provide a report with findings and recommendations for any remedial works required. This document will be revised where applicable. |
| | July/August | Developer | The developer to submit a copy of the monitoring report to the LPA by 1 st November. |
| | September – November | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |

| | | | |
|---|----------------------|---------------------|---|
| 3 | March/April | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |
| | May to August | Developer | Irrigation of newly planted trees – 50 litres of water per week. |
| | July/August | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| 4 | September – November | Developer | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |
| | May to August | Developer/Ecologist | Monitoring visit to monitor success of habitat creation and to undertake condition assessments of habitats. Ecologist will provide a report with findings and recommendations for any remedial works required. The BEMP will be revised where applicable. |
| | March/April | Developer | The developer to submit a copy of the monitoring report to the LPA by 1 st November. |
| 5 | May to August | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |
| | July/August | Developer | Irrigation of newly planted trees – 50 litres of water per week. |
| | September – November | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| | March/April | Developer | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |
| | March/April | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |

| | | | |
|-------|----------------------|---------------------|--|
| | May to August | Developer/Ecologist | Monitoring visit to monitor success of habitat creation and to undertake condition assessments of habitats. Ecologist will provide a report with findings and recommendations for any remedial works required. The BEMP will be revised where applicable. The developer to submit a copy of the monitoring report to the LPA by 1 st November. |
| | July/August | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| | September – November | Developer | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |
| | March/April | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. Immediately followed by the sowing of BFS1 High Nutrient Initial Establishment Wildflower Grassland Mix – 50% Flora seed mix. |
| 6 - 9 | July/August | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| | September – November | Developer | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |
| | March/April | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |
| 10 | May to August | Developer/Ecologist | Monitoring visit to monitor success of habitat creation and to undertake condition assessments of habitats. Ecologist will provide a report with findings and recommendations for any remedial works required. The BEMP will be revised where applicable. The developer to submit a copy of the monitoring report to the LPA by 1 st November. |

| | | | |
|---------|----------------------|---------------------|--|
| | July/August | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| | September – November | Developer | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |
| | March/April | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |
| 11 - 19 | July/August | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| | September – November | Developer | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |
| | March/April | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |
| 20 | May to August | Developer/Ecologist | Monitoring visit to monitor success of habitat creation and to undertake condition assessments of habitats. Ecologist will provide a report with findings and recommendations for any remedial works required. The BEMP will be revised where applicable. The developer to submit a copy of the monitoring report to the LPA by 1 st November. |
| | July/August | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| | September – November | Developer | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |
| 21 - 29 | March/April | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |

| | | | |
|----|----------------------|---------------------|---|
| | July/August | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| | September – November | Developer | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |
| | March/April | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Cut arisings left in situ 2 – 3 days, then raked and removed from site. |
| | May to August | Developer/Ecologist | Monitoring visit to monitor success of habitat creation and to undertake condition assessments of habitats. Ecologist will provide a report with findings and recommendations for any remedial works required. The BEMP will be revised where applicable. |
| 30 | July/August | Developer | The developer to submit a copy of the monitoring report to the LPA by 1 st November. |
| | September – November | Developer | Grassland to be cut to 40-60mm, leaving 20% uncut. Heavy quantities of cuttings removed from site. |
| | | | Final cut of grassland to reduce nutrient rich species. Heavy quantities of cuttings removed from site. |

5. MONITORING AND REMEDIAL WORKS.

5.1. The ecologist undertaking the monitoring visits in line with the timetable above will monitor and report on both the habitat types and the habitat conditions.

5.2. In this case the ecologist will assess the grassland to ensure that it meets the UK Hab definition of 'other neutral grassland' and will ensure that the trees are still in place and are still living.

5.3. Both the grassland and tree habitats will be assessed against the condition assessment criteria. Where any short falls are identified, the appropriate remedial actions will be implemented. This will be assessed on a case-by-case basis dependant on what they are. The monitoring report will include details of what those actions will need to entail, timings, what equipment will need to be used. It will be the responsibility of the developer to implement the remedial measures.

| | |
|-----------------------------|---------------------------------------|
| Prepared by: | |
| Ruth Georgiou. BSc, MCIEEM. | Date: 15 th February 2024. |
| Revision 1: | |
| Ruth Georgiou. BSc, MCIEEM. | Date: 23 rd February 2024. |

| | |
|-------------------------------|--------------------------------------|
| Checked by: | |
| Mitchel Greenhalgh BSc ACIEEM | Date: 23 rd February 2024 |

Executed as a deed by affixing the common seal of **BARNSLEY METROPOLITAN BOROUGH COUNCIL** in the presence of a duly authorised signatory:

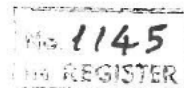


[Redacted Signature]

Signature

..... [Redacted Name]

Print Name



EXECUTED as a DEED)

by R M H PROPERTIES LTD)

acting by a Director in the presence of:)

[Redacted Name]

Witness Signature: .

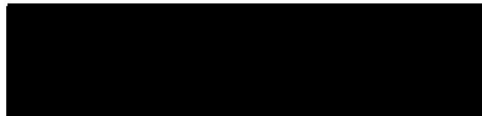
[Redacted Witness Signature]

Witness Name:

Witness Address: .

EXECUTED as a DEED by

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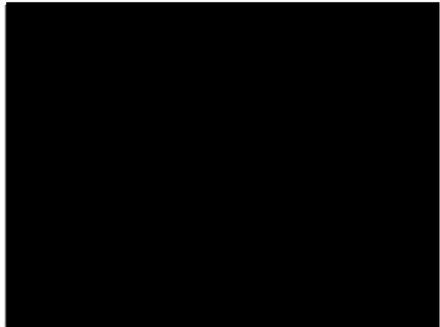


ALLAN WILLIAM TIMMS

)

in the presence of:)

Witness Signature:



Witness Name:

Witness Address

EXECUTED as a DEED by

)

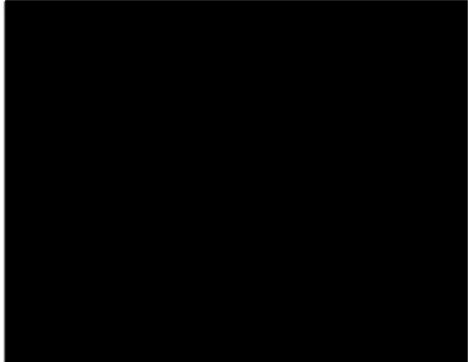


JOHN CHARLES TIMMS

)

in the presence of:)

Witness Signature:



Witness Name:

Witness Address