

FREETHS

24th June 2019.

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- (1) BARNSELY METROPOLITAN BOROUGH COUNCIL
 - (2) HARWORTH ESTATES (AGRICULTURAL LAND) LIMITED
 - (3) LORRAINE JOAN ELLIS
 - (4) KELLY ELLIS

Agreement pursuant to section 106 of the Town and Country Planning Act 1990

Relating to land at Wakefield Road, Athersley, Barnsley

Ref: 1526/PVW/2005889/68
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Email: polly.wisner@freeths.co.uk
Draft No: Engrossment

THIS AGREEMENT is made the

24th June 2019

BETWEEN

- | | |
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| <p>(1) the Council</p> <p>(2) the First Owner</p> <p>(3) the Second Owner</p> <p>(4) the Third Owner</p> | <p>BARNSLEY METROPOLITAN BOROUGH COUNCIL
of The Town Hall, Church Street, Barnsley, S70 2TA</p> <p>HARWORTH ESTATES (AGRICULTURAL LAND) LIMITED (Company number 2835767) whose registered office is at Advantage Way, Poplar Way, Catcliffe, Rotherham, S60 5TR</p> <p>LORRAINE JOAN ELLIS of 32 East Gawber Cottages, Hilltop, Smithies, Barnsley, South Yorkshire, S71 1NX</p> <p>KELLY ELLIS of 32 East Gawber Cottages, Hilltop, Smithies, Barnsley, South Yorkshire, S71 1NX</p> |
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BACKGROUND

- (A) By virtue of the Act the Council is the local planning authority for the purposes of this Agreement for the area in which the Site is situated and is the local planning authority by whom the planning obligations hereby created are enforceable.
- (B) The First Owner is the registered proprietor with absolute title in respect of the First Owners Land registered at the Land Registry under title numbers SYK37608 and SYK211511.
- (C) The Second Owner is the registered proprietor with absolute title in respect of the Second Owners Land registered at the Land Registry under title number SYK300102.
- (D) The Third Owner is the registered proprietor with absolute title in respect of the Third Owners Land registered at the Land Registry under title number SYK562289.
- (E) The First Owner has submitted the Application to the Council.
- (F) The Council would not grant Planning Permission for the Development unless the covenants contained herein were entered in to by the Owners.
- (G) The Owners have agreed to enter in to this Agreement to create planning obligations in respect of each of their interests in the Site in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants, agreements, conditions and stipulations contained in this Agreement.

1. DEFINITIONS

1.1. In this agreement the following words and phrases have the meanings shown opposite in addition to the definitions given in the description of the parties and the Background

the Act means the Town and Country Planning Act 1990 (as amended)

Affordable Housing means housing to be provided to eligible households whose needs are not met by the market and which meets the definition in Annex 2 of the National Planning Policy Framework dated July 2018 (or any future guidance or initiative that replaces or supplements it)

Affordable Housing Units means Affordable Housing consisting of 10% of the total number of Dwellings to be provided as part of the Development the location, size, tenure, mix and type to be agreed in writing with the Council UNLESS a Viability Re-Appraisal submitted with a Reserved Matters Application and approved in writing by the Council concludes that the Development is only viable with a lesser or no amount of Affordable Housing in which case that lesser amount or no amount of Affordable Housing shall be required to be provided

Affordable Housing Contribution means a sum equal to the difference between:
(i) the open market value of the Affordable Housing Units required to be provided pursuant to this Agreement; and
(ii) the price that would be financially viable for a Registered Provider to acquire the Affordable Housing Units at ("the RP Price")

Affordable Housing Scheme a scheme to be submitted to the Council

	detailing the location, size, tenure, mix and type of Affordable Housing to be provided as part of the Development
Affordable Rented Housing	means housing that is let by local authorities or Registered Providers to households who are in need of Affordable Housing to be let at no more than 80% of the local market rent (including any service charges)
Chargee	any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) 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)) of the whole or any part of the Affordable Housing Units
Commencement of Development	carrying out of material operation as defined in section 56(4) of the Act save that for the purposes of this Agreement the term is not to include operations in connection with site clearance, demolition, archaeological investigation, for the purposes of assessing contamination, remedial action in respect of any contamination, or of assessing the need for any diversion and laying of services and the erection of means of enclosure for the purposes of site security and / or the display of advertisements and the expression "Commence" and "Commencement of development" is to be construed accordingly.
Councils Approved List	means the following Registered Providers: Berneslai Homes Limited, South Yorkshire Housing Limited; Yorkshire Housing Limited;

Guinness Northern Counties Limited; Equity Housing Group Limited; Leeds and Yorkshire Housing Association Limited; Together Housing Association Limited ; and Wakefield and District Housing Limited or such other Registered Provider(s) that may be agreed in writing between the Owners and the Council from time to time

Development

development of the Site pursuant to the Planning Permission by the development of up to 232 dwellings with associated open space, road and drainage infrastructure (Outline with all matters reserved apart from means of access)

Dwelling

means any dwelling to be constructed on the Site pursuant to the Planning Permission

Education Contribution

means the sum of £4,985.47 (four thousand nine hundred and eighty five pounds and forty seven pence) per Dwelling Index Linked to be used towards improvements at any of the following schools:

Primary Schools: Athersley South, Athersley North, Laithes;

Secondary Schools: Darton College, Horizon College, Barnsley Academy

or such other schools in the vicinity of the Development subject to the same complying with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010

First Owners Land

means the land shown edged red on Plan 2

Heritage Contribution	means the sum of £109,200 (one hundred and nine thousand and two hundred pounds) Index Linked to be used towards the cost of repairing East Gawber Hall Colliery Fan House
Index	means the Building Costs Information All-in Tender Price Index published by the Royal Institution of Chartered Surveyors or such official publication as may substitute or replace it
Index Linked	means adjusted in accordance with clause 13
Interest	means interest at a rate of 4% (four per cent) above the base lending rate of Barclays Bank Plc from time to time
Market Dwellings	means those Dwellings that form part of the Development which are general market housing for sale on the open market and which are not Affordable Housing and "Market Dwelling" shall be construed accordingly
Occupation and Occupied	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
Off Site Formal Recreation Contribution	<p>means the sum to be calculated on the basis of:</p> <ul style="list-style-type: none"> • £528.06 per 1 bedroom Dwelling • £777.09 per 2 bedroom Dwelling • £932.24 per 3 bedroom Dwelling • £1,088.70 per 4+ bedroom Dwelling <p>Index Linked to be used towards the provision of formal recreation space at to be expended</p>

on a recreational facility within 2Km radius of the Site.

Owners means together the First Owner, the Second Owner and the Third Owner

Plan 1 the plan attached to this Agreement at the First Schedule and marked Plan 1

Plan 2 the plan attached to this Agreement at the First Schedule and marked Plan 2

Planning Application outline planning application with all matters reserved apart from means of access for the Development validated by the Council on 21 November 2017 and carrying reference number 2017/1451

Planning Permission means the planning permission to be issued pursuant to the Planning Application a draft of which is annexed at the Second Schedule

Practical Completion means the issue a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owners the issue of a certificate of practical completion by that other party's architect

Protected Tenant means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a

particular Affordable Housing Unit; or

(c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit

Registered Provider

means the registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owners and approved by the Council

Reserved Matters Application

means an application for reserved matters approval pursuant to the Planning Permission

Second Owners Land

means the land shown edged blue on Plan 2

Site

means the land against which this Agreement may be enforced shown edged red on Plan 1

Third Owners Land

means the land shown coloured green on Plan 2

Travel Plan

means the Travel Plan prepared by OPTIMA Intelligent Highways Solutions dated May 2018 a copy of which is attached at Annex 1

Travel Plan Co-ordinator	means a travel plan co-ordinator to be appointed by the Owner and approved in writing by the Head of Planning and Building Control in relation to the Travel Plan
Viability Appraisal	means the development appraisal that was submitted with the Planning Application dated 18 April 2018 prepared by Cushman & Wakefield
Viability Fee	means the sum of £8,000 to meet the reasonable costs incurred by the Council for the review and consideration of a Viability Re-Appraisal which shall include the reasonable costs of the Council in seeking external advice
Viability Re Appraisal	means a re-appraisal of the viability of the Development at the date of submission of the Reserved Matters Application to be undertaken on the same basis as the Viability Appraisal so far as that is consistent with the guidance on viability in the NPPF and the NPPG updated on 19 th February 2019 but will be updated to reflect the actual number of Dwellings to be provided as part of the Development
Working Days	means any day other than a Saturday and a Sunday and Bank or Public holiday.

2. CONSTRUCTION

- 2.1. Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7. The headings and contents list are for reference only and shall not affect construction.

3. STATUTORY PROVISIONS

- 3.1. This Agreement is a planning obligation made in pursuant of section 106 of the Act and to the extent that the covenants in this Agreement are not made under section 106 of the Act they are made under section 111 of the Local Government Act 1972 and Section 1 of the Local Government Act 2000.
- 3.2. The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4. CONDITIONALITY

- 4.1. This Agreement is conditional on:
 - (i) the grant of the Planning Permission: and
 - (ii) the Commencement of Development pursuant to the Planning Permission

Save for the provision of clauses 7, 9, 10, 15, 16 and 17 which shall come in to effect immediately upon completion of this Agreement.

5. THE OWNERS COVENANTS WITH THE COUNCIL

5.1. The Owners hereby covenant with the Council subject to clause 4.1 above to observe and perform the restrictions and obligations contained in the Third Schedule to this Agreement.

6. THE COUNCIL'S COVENANTS WITH THE OWNER

6.1. The Council hereby covenants with the Owners to observe and perform the covenants contained in the Fourth Schedule to this Agreement.

7. AGREEMENTS AND DECLARATIONS

The parties agree and declare

7.1. No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

7.2. This Agreement shall be registrable as a local land charge by the Council

Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Agreement, such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and Building Control

7.3. Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

7.4. Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement

7.5. This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development

7.6. If pursuant to clause 7.5 this Agreement shall terminate and cease to have effect the Council shall upon request remove any entry relating to this Agreement from the Register of Local Land Charges

7.7. No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have 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 arising prior to parting with such interest and the retention of a

right of way or easement of the Site shall not constitute an interest for the purposes of this clause

- 7.8. This Agreement shall not be enforceable against:
- 7.8.1 owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them;
 - 7.8.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant or as the owner of the sub soil of any highway within the Site;
 - 7.8.3 any person whose only interest in the Site or any part of it is an estate or interest in any subterranean stratum of mineral or other matter;
 - 7.8.4 any statutory undertaker acquiring any part of the Development or the Site to be held for public purposes, any owner of any electricity sub-station and/or gas governor site and/or pumping station to other supply installation nor those deriving title from them
- 7.9. The obligations contained in Parts 2, 3, 4 and 5 of the Third Schedule shall not be binding on:
- 7.9.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees;
 - 7.9.2 any Chargee nor any successors in title to any Chargee or those deriving title from any Chargee;
 - 7.9.3 any Registered Provider
- 7.10. Any mortgagee or chargee for the time being shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the mortgagee or chargee is in possession of all or any part of the Property
- 7.11. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement nor shall any payment be due to the Council pursuant to this Agreement as a result of any development carried out pursuant to such later planning permission
- 7.12. Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority
- 7.13. In the event that:
- 7.13.1 the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 or 73A of the Act (or any

re-enactment thereof) in respect of the conditions in the Planning Permission; and

7.13.2 the Council and the Owners for shall agree such in writing by exchange of correspondence

references in this Agreement to the Planning Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly

8. WAIVER

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

9. CHANGE IN OWNERSHIP

9.1. The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Agreement 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 or unit of occupation purchased by reference to a plan.

10. COUNCIL COSTS

10.1. The First Owner agrees to pay the Council on execution of this Agreement the Council's reasonable costs and disbursements of an incidental to the preparation and execution of this Agreement in the sum of £1,000.

11. DISPUTE RESOLUTION

11.1. In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such

person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 11.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 11.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 11.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

12. NOTICE

- 12.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice at its address as set out below:
- 12.1.1 Council: C/O Head of Planning and Building Control, The Town Hall, Church Street, Barnsley, S70 2TA
- 12.1.2 First Owner: Advantage Way, Poplar Way, Catcliffe, Rotherham, S60 5TR
- 12.1.3 Second Owner: 32 East Gawber Cottages, Hilltop, Smithies, Barnsley, South Yorkshire, S71 1NX
- 12.1.4 Third Owner: 32 East Gawber Cottages, Hilltop, Smithies, Barnsley, South Yorkshire, S71 1NX
- or as otherwise specified by the relevant person by notice in writing to each other person
- 12.2 Any notice shall be deemed to have been duly received:

12.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

12.2.2 if sent by pre paid first class post or recorded delivery, at 9.00am on the second working day after posting; or

12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed

13. INDEX LINKING

13.1. The contributions referred to in paragraph 1.8 of Part 1, Part 2, Part 3, Part 4 and Part 5 of the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is due.

14. INTEREST

14.1. If any payment under this Agreement is paid late Interest will be payable from the date the payment is due to the date of actual payment.

15. JURISDICTION

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

16. DELIVERY

16.1. The provision of this Agreement (other than this clause which shall be of immediate effect) shall be no effect until this Agreement has been dated.

17. EXECUTION

17.1 This Agreement may be executed in separate counterparts and such counterparts when executed and delivered shall be an original.

EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this deed

FIRST SCHEDULE
Plans

"PLAN 1"

Tom Com.

KEW
L ELLIS

Greg [Signature]

Mike

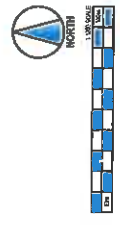


jrp James R. Phipps & Associates, Inc.

DRAWING NUMBER: P17 5081 01
SCALE: AS SHOWN
DATE: 11/20/06
PROJECT: ATHERLEY
DRAWN BY: ID
CHECKED BY: ID
DATE: 11/20/06

CLIENT: HMP NORTH WEST
PROJECT: ATHERLEY
DRAWING: CONCEPT MASTERPLAN
DATE: 11/20/06

18 HAMMER COUNTY COLLEGE PARKWAY (WAKEFIELD) WNC, NC
PH: 813 792 2222 | Email: jphipps@jrp.com | Web: www.jrp.com



SECOND SCHEDULE

Draft Planning Permission

THIRD SCHEDULE

AFFORDABLE HOUSING

PART 1 - AFFORDABLE HOUSING

1. The Owners covenants with the Council as follows:-
 - 1.1 Not to Commence Development unless and until an Affordable Housing Scheme has been submitted to and approved in writing by the Council, thereafter the approved Affordable Housing Scheme shall be complied with.
 - 1.2 That the Affordable Housing Units shall not, unless otherwise agreed in writing with the Council, be used of Occupied other than as Affordable Housing subject to paragraphs 1.3 to 1.11 below.
 - 1.3 Not to cause or permit the more than 70% of the Market Dwellings to be Occupied until the Affordable Housing Units have been constructed and subject to paragraph 1.8 below transferred to a Registered Provider.
 - 1.4 The Affordable Housing Units shall be transferred to a Registered Provider together with the benefit of the following rights:
 - 1.4.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units;
 - 1.4.2 full and free rights to the passage of water soil electricity gas and other services through the pipes channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains
 - 1.5 The Owners shall provide the Council notice within 14 days of the Practical Completion of the Affordable Housing Units.
 - 1.6 The Owners shall use reasonable endeavours to market the Affordable Housing Units to a Registered Provider appearing on the Council's Approved List and will promptly upon agreeing heads of terms for a transfer of the Affordable Housing Units to the Registered Provider submit to the Council the name of the chosen Registered Provider for the Councils approval (such approval not to be unreasonably withheld or delayed) ("the Initial Registered Provider Transfer Terms"). For the avoidance of doubt the Owners shall not transfer the

Affordable Housing Units to a Registered Provider that does not appear 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 Owner from time to time

- 1.7 If the proposed sale does not proceed in accordance with the Initial Registered Provider Transfer Terms the Owners will continue to use reasonable endeavours to exchange contracts with an alternative Registered Provider appearing on the Council's Approved List and will keep the Council informed of progress
- 1.8 If any of the Affordable Housing Units have not been contracted for sale to a Registered Provider within nine calendar months of the date of Practical Completion of the last of the Affordable Housing Units or such earlier date as may be agreed in writing with the Council and the Council has confirmed in writing that it is satisfied that paragraphs 1.5 to 1.7 of this Part 1 of the Third Schedule have been complied with then the Owners shall pay the Affordable Housing Contribution to the Council PROVIDED THAT such sum shall only be payable in respect of those Affordable Housing Units not already transferred to the a Registered Provider and upon such payment the Owners will be free to offer such dwellings for sale on the open market free from the Affordable Housing obligations in this Third Schedule as Market Dwellings.
- 1.9 The Affordable Housing Contribution is to be calculated at the date it is due and to be agreed between the Owners and the Council or in the event of any disagreement shall be determined pursuant to clause 11 (Dispute Resolution)
- 1.10 The obligations in this Part 1 of the Third Schedule shall not be enforceable against:
 - 1.10.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
 - 1.10.2 any Chargee provided that the Chargee shall first have complied with the Chargee's Duty and any person deriving title from any Chargee or any successors in title to any Chargee and their respective mortgagees and chargees and receivers or administrative receivers; or
 - 1.10.3 any purchaser from a mortgagee or chargee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any person deriving title from that individual mortgagor or any successors in tile thereto and their respective mortgagees and chargees or receivers or administrative receivers.

1.11 Any Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 30 days prior notice to the Council of its intention to dispose and:

1.11.1 in the event that the Council responds within 30 days from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to complete such transfer;

1.11.2 if the Council does not serve its response to the notice served under paragraph 1.11.1 of this Part 1 of the First Schedule within the 30 days then the Chargee and any successors in title to the Chargee shall be entitled to dispose free of the restrictions set out in this Part 1 of the Third Schedule which shall from the time of completion of the disposal cease to apply

1.11.3 if the Council or any other person cannot within 30 days of the date of service of its response under paragraph 1.11.1 of this Part 1 of the First Schedule complete such transfer then provided that the Chargee shall have complied with its obligations under paragraph 1.11.1 of this Part 1 of the First Schedule then Chargee and any successor in title to the Chargee shall be entitled to dispose free of the restrictions set out in this Part 1 of the Third Schedule which shall from the time of completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in paragraph 1.11 of this Part 1 of the First Schedule shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Chargee shall not be required to complete a disposal of the whole or any part of the Affordable Housing Units for a consideration 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.

PART 2 VIABILITY

2.1 In the event that the Owners (or any of them) submit a Viability Re-Appraisal to the Council they shall pay to the Council the Viability Fee and the further provisions of this Part 2 of the Third Schedule shall not apply until the Viability Fee is paid.

- 2.2 The Viability Fee may be expended by the Council to secure external advice on the Viability Re-Appraisal and whether it should be approved or not approved and if not approved the reason for non approval
- 2.3 The Council will refer the Viability Re-Appraisal (If considered appropriate) to an external advisor within 15 Working Days of its receipt and will use reasonable endeavours to notify the Owners of its approval or non approval promptly following receipt of the assessment from the external advisor
- 2.4 In the event that the Council does not approve the Viability Re-Appraisal then the Owners (or any of them) and the Council shall liaise with the aim of agreeing a the number of Affordable Housing Units to be delivered in light of the Viability Re-Appraisal PROVIDED THAT if it has not been possible to reach agreement within 20 Working Days of receipt by the Owner of the Council's written response either party may refer the same for determination under clause 11 of this Agreement.
- 2.4 It is agreed and acknowledged that the Viability Re-Appraisal once approved or agreed or determined in accordance with this Part 2 shall thereafter form the basis of calculating the quantum provision of Affordable Housing Units
- 2.5 Once the quantum of Affordable Housing Units has been finally determined the Council will produce an account of its expenditure of the Viability Fee and will refund any unexpended or uncommitted amount to the party who paid the fee.

PART 3 – EDUCATION CONTRIBUTION

3. The Owners covenant with the Council as follows:
 - 3.1 to pay 35% of the Education Contribution to the Council prior to the Occupation of any Dwellings;
 - 3.2 not to Occupy or permit the Occupation of any of the Dwellings unless and until the said 35% of Education Contribution has been paid to the Council;
 - 3.3 to pay the remaining 65% of the Education Contribution to the Council prior to the Occupation of more than 50% of the Dwellings;
 - 3.2 not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the remaining 65% of the Education Contribution has been paid to the Council

PART 4– HERITAGE CONTRIBUTION

4. The Owners covenant with the Council as follows;
 - 4.1 to pay the Heritage Contribution to the Council prior to the Occupation of more than 50% of the Dwellings; and

- 4.2 not to Occupy or allow the Occupation of more than 50% of the Dwellings unless and until the Heritage Contribution has been paid to the Council.

PART 5 – OFF SITE FORMAL RECREATION CONTRIBUTION

5. The Owners covenant with the Council as follows:
 - 5.1 to pay the Off Site Formal Recreation Contribution to the Council prior to the Occupation of more than 50% of the Dwellings; and
 - 5.2 not to Occupy or allow the Occupation of more than 50% of the Dwellings unless and until the Off Site Formal Recreation Contribution has been paid to the Council.

PART 6 – TRAVEL PLAN

6. The Owners covenant with the Council as follows:
 - 6.1 to implement the approved Travel Plan in accordance with the timescales contained therein and for the duration set out therein;
 - 6.2 to comply with the terms of the approved Travel Plan and procure that the Travel Plan Co-ordinator complies with its obligations and duties set out in the Travel Plan for the duration of its appointment
 - 6.3 to appoint a nominated Travel Plan Co-ordinator in accordance with the provisions of the approved Travel Plan to ensure that the Travel Plan Co-ordinator remains appointed for the duration of the construction of the Development
 - 6.4 to review the Travel Plan in accordance with the provisions of the approved Travel Plan

FOURTH SCHEDULE
The Council's covenants with the Owner

- 1 The Council hereby covenants with the Owners:
 - 1.1 to issue the Planning Permission within 7 days of the completion of this Agreement
 - 1.2 to place the Education Contribution, the Heritage Contribution and the Off Site Formal Recreation Contribution in an interest bearing account or in separate accounts as the Council shall in its discretion decide
 - 1.3 not to apply the Education Contribution, the Heritage Contribution, the Off Site Formal Recreation Contribution or the Affordable Housing Contribution for any purpose other than for the purposes set out in this Agreement;
 - 1.4 that in the event that the Education Contribution, the Heritage Contribution, the Off Site Formal Recreation Contribution or the Affordable Housing Contribution (as appropriate) or any part or parts thereof are not expended or committed within 10 (ten years) of the date on which the final instalments of the relevant contribution is due then such amount of the Education Contribution, the Heritage Contribution, the Off Site Formal Recreation Contribution the Travel Plan Contribution or the Affordable Housing Contribution (as appropriate) as remains unexpended or uncommitted plus interest accrued shall be repaid as follows:
 - 1.4.1 50% shall be repaid to Harworth Estates (Agricultural Land) Limited which for the purposes of this paragraph does not include successors in title; and
 - 1.4.2 50% shall be repaid to Kelly Ellis and Lorraine Joan Ellis which for the purposes of this paragraph does not include successors in title
 - 1.5 in the event that an Affordable Housing Contribution is paid by the Owners to the Council the Council shall exercise reasonable endeavours to use the Affordable Housing Contribution towards the provision of Affordable Housing within a 5 mile radius of the Site but in the absence of achieving this objective the Affordable Housing Contribution may be expended on provision of Affordable Housing within the administrative District of Bamsley.

EXECUTED as a DEED (but not)
Delivered until dated) by affixing)
The Common Seal of)
BARNSELY METROPOLITAN)
BOROUGH COUNCIL)



No. 1559
IN REGISTER

In the presence of:

Name... CARRY KIRK

Signature... [Handwritten Signature]

Job Title... LEGAL SERVICES DIRECTOR

<p>Executed as a deed by Harworth Estates (Agricultural Land) Limited acting by its director [its attorney under a power of attorney dated 15 November 2018] in the presence of a witness:</p> <p>Witness signature: <u>[Handwritten Signature]</u></p> <p>Witness name: <u>Joanne Neville</u></p> <p>Witness address: <u>c/o Advantall House, Poplar Way, Caxtup, Rotherham, S60 5TR</u></p>	<p><u>[Handwritten Signature]</u></p> <p>Name: <u>T. J. Love</u></p> <p>[(as attorney of Harworth Estates (Agricultural Land) Limited)]</p>
---	--

**SIGNED as a DEED by
LORRAINE JOAN ELLIS
As the Second Owner
in the presence of:**

..... *L Ellis*

Witness' Signature: *J Nellie*
Witness' Name: *Joanne Nellie*
Witness' Address: *c/o Advantage Home
Poplar Way, Rotherham
S60 5TR*

**SIGNED as a DEED by
KELLY ELLIS
in the presence of:**

..... *K Ellis*

Witness' Signature: *J Nellie*
Witness' Name: *Joanne Nellie*
Witness' Address: *c/o Advantage Home
Poplar Way, Rotherham
S60 5TR*

ANNEX 1 – TRAVEL PLAN

**Wakefield Road, Athersley
Proposed Residential Development**

Travel Plan

May 2018 (Rev 1)

Prepared on behalf of

Harworth

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APPENDICES

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2. Existing Conditions & Site Accessibility

2.1.1 This chapter describes the Site and considers the existing conditions on the surrounding highway network for a range of transport modes. It includes a review of traffic count information and accident data.

2.2 EXISTING SITE

2.2.1 The Site is located in Athersley which is approximately 2.7km north of Barnsley Town Centre. The location of the proposed Site is shown on Figures 1 and 2 in relation to the strategic and local highway networks.

2.2.2 An extract of Figure 2 showing the proposed development in relation to the wider Athersley area is shown in Image 2.1.

Image 2.1 Extract of Local Site Location Plan



2.3.7 To the south of the Site, Wakefield Road first connects to Carlton Road (east) before connecting to Smithies Lane (west). The traffic is managed along this corridor through these two junctions by linked traffic signals.

2.3.8 Carlton Road which connects to Wakefield Road also joins Rotherham Road to the east of Wakefield Road. It connects via a signalised cross roads arrangements.

2.3.9 The A633 Rotherham Road meets Wakefield Road (A61) to the north of the site in the form of a roundabout.

2.3.10 Rotherham Road provides a route to the eastern outskirts of Barnsley.

2.4 EXISTING PEDESTRIAN AND CYCLE FACILITIES

2.4.1 The nearest local amenities are located to the north of the proposed development in the vicinity of the Wakefield Road/Laithes Lane junction. At this location there is a small shopping centre which includes a post office, supermarket, health centre, cash machine and several schools.

2.4.2 Access by foot to these services is provided by appropriate footway widths and signalised crossing facilities.

2.4.3 Footpath Number 1 that is a defined public right of way routes along the western boundary of the proposed development as shown in the image below. Links to this are proposed as part of the development with full details provided in subsequent sections of this report.

Image 2.3 Public Right of Way (Extract from BMBC website)



2.4.4 It has been identified that the existing pedestrian connectivity, whilst considered to be satisfactory at present, would benefit from being improved by an additional signalised across Wakefield Road to the north of the roundabout with Rotherham Road. It should be noted that an additional crossing is not required to mitigate the impact of the proposed development, however the proposals do offer the opportunity to enhance the existing provision for the local community.

2.4.5 The nearest local cycle route running west to east is available along Laithes Lane and connects to B6132. Furthermore many of the local roads are lightly trafficked and facilitate access for pedestrians and cyclists alike into, and around the Barnsley Town Centre.



Table 2.2 A61 Wakefield Road SB

Service	Route	Service Frequency (One Way)	Days of Operation
Stop Rotherham Road - Stop ID: 370555298			
1	Staincross – Barnsley, Interchange	6 per hour	Weekday
		4 per hour	Saturday
		2 per hour	Sunday
11	Staincross – Barnsley, Interchange	6 per hour	Weekday
		4 per hour	Saturday
		2 per hour	Sunday
193	Wakefield - Barnsley	7 Service During Day (7:00 -17)	Weekday
		7 Service During Day (7:00 -17)	Saturday
		No Service	Sunday
478	Smithies - Shaw Lane (School Day Only)	3 Services from 15:09 to 16:09	School Day Only
		No Service	Saturday
		No Service	Sunday
	Total services	13 per hour	Weekday
		9 per hour	Saturday
		4 per hour	Sunday

2.5.3 During the weekday the services on Wakefield Road combine to provide an overall hourly frequency of 13 buses in each direction i.e. 26 bus services per hour two-way. These services operate for the vast majority of the day. Furthermore, the services provide regular connections to Barnsley, Interchange and hence onwards regional and national travel by both bus and rail.

2.5.4 On a Saturday the services combine to provide an overall hourly frequency of 9 bus in each direction i.e. 18 bus services per hour two-way.

2.5.5 On a Sunday the services combine to provide an overall hourly frequency of 4 bus in each direction i.e. 8 bus services per hour two-way.

2.5.6 In addition to the services on Wakefield Road adjacent to the Site, a further frequent service to and from Barnsley Interchange is available some 650m south of the Site, near to Wakefield Road / Smithies Lane Junction. Table 2.3 indicates additional bus services frequency.

Table 2.3 Wakefield Road / Smithies Lane Bus Service Summary

Service	Route	Service Frequency	Days of Operation
12	Smithies Lane – Barnsley Interchange	4 per hour	Weekday
		3 per hour	Saturday
		2 per hour	Sunday
12	Smithies Lane – Athersley South	4 per hour	Weekday
		3 per hour	Saturday
		2 per hour	Sunday

2.5.7 These additional bus services provide regular connections to the interchange in Barnsley. Further connections to the rest of the region and beyond are available from Barnsley.



3. Objectives and Scope of the Plan

3.1 INTRODUCTION

3.1.1 This residential Travel Plan shall, by containing appropriate measures, help to improve the environment by seeking to reduce the number of trips made to and from the development by the private car. All residents shall be made aware of the measures included within the Travel Plan in order that positive benefits can be delivered and the number of trips undertaken by public transport, walking or cycling are increased.

3.1.2 In order to ensure that the measures contained within the Travel Plan are capable of delivering a sustainable travel demand pattern for the development it is important to identify some key objectives for the residential land use.

3.2 TRAVEL PLAN OBJECTIVES

3.2.1 The overall travel management objectives for the development are:

- Promoting walking, cycling and public transport as the primary modes of travel;
- To deliver mode shift from car journeys to alternative modes including multi-occupancy vehicle trips;
- To reduce vehicle emissions through the take up of alternative transport modes; and
- To deliver education and promotion of walking and cycling as options for a healthier lifestyle.

3.3 TRAVEL PLAN TARGETS

3.3.1 This Travel Plan in conjunction with Barnsley Council aims to promote travel choice for residents of the development, and hence increase the use of sustainable transport modes. Overarching targets are to be set once baseline travel surveys have been carried out. Any targets set for the Travel Plan will need to be 'SMART' i.e. they must be:-

- Site-specific;
- Measurable;
- Achievable;
- Realistic; and
- Time related.

3.3.2 In order to provide a set of Site specific targets indicative modal split targets have been produced for the development. These need to be reviewed once actual mode share information is available from travel surveys.



4. Roles and Responsibilities

4.1 INTRODUCTION

4.1.1 An important aspect of a successful TP is the allocation of sufficient time and resources to enable it to happen. This can in part be achieved by the recognition from the outset of the roles and responsibilities of those who will be involved.

4.2 TRAVEL PLAN CO-ORDINATOR

4.2.1 The Travel Plan Co-ordinator (TPC) will be appointed by the housebuilder that acquires the site from Harworth. The TPC will be appointed 3 months prior to occupation and retained for a minimum period of 5 years post full build out of the Site. The travel plan coordination role would then be passed to a residents group.

4.2.2 Prior to the commencement of the initial marketing of the residential units the Travel Plan Co-ordinator shall be appointed and acquire all relevant supporting information required and review the overall content of the document to ensure its currency and relevance.

4.2.3 At the same time the TPC will inform Barnsley Council team of the date that this work has commenced.

4.3 THE DUTIES OF THE TRAVEL PLAN CO-ORDINATOR WILL INCLUDE:

- Acting as a single point of contact for all transport, access and travel related issues for the residents;
- Obtaining and providing residents with up to date details of information relating to access to the site via sustainable modes;
- Liaison with Barnsley Council, SYPTE and other key stakeholders;
- The TPC will work closely with the Housing Association provider to ensure that all residents are aware of the Travel Plan; and
- Ensuring that a copy of the Travel Plan is provided within the residential Welcome Packs given to all new residents.

4.3.1 This TP will provide the basis for the development of the TP that will be finalised following the collation of the baseline surveys. Measures and initiatives will be tailored on the basis of the results of these surveys. The detailed Travel Plan, including the baseline information (surveyed upon occupation) for residents, will be provided to the Travel Plan Officer for BMBC within 6 months of occupation. This will then be updated following the surveys undertaken 12 months post occupation.



5.3 WALKING (TEXT TAKEN FROM NHS CHOICES)

5.3.1 Walking is underrated as a form of exercise but walking is ideal for people of all ages and fitness levels who want to be more active. Regular walking has been shown to reduce the risk of chronic illnesses, such as heart disease, type 2 diabetes, asthma, stroke and some cancers.

5.3.2 The NHS provides a guide at <http://www.nhs.uk/Livewell/getting-started-guides/Pages/getting-started-walking.aspx> the aids novice walkers to increase the amount of walking every day week by week to maximise the health benefits irrespective of age or ability.

5.4 CYCLING (TEXT TAKEN FROM NHS CHOICES)

5.4.1 Regular cycling can help you lose weight, reduce stress and improve your fitness. A great variety of information can be found at <http://www.nhs.uk/Livewell/fitness/Pages/Cycling.aspx>.

5.4.2 Cycling is the third most popular recreational activity in the UK with an estimated 3.1 million people riding a bicycle each month.

- Recommended physical activity levels
- Children under five should do 180 minutes every day.
- Young people (aged 5-18) should do 60 minutes every day.
- Adults (aged 19-64) should do 150 minutes every week.
- Older adults (65 and over) should do 150 minutes every week.

5.4.3 As a form of exercise, cycling has broad appeal. Toddlers, pensioners, the able-bodied or people with disabilities can all enjoy cycling if they have the right equipment. A guide on the purchase of the correct equipment can be found at <http://www.nhs.uk/Livewell/getting-started-guides/Pages/getting-started-cycling.aspx>

5.4.4 Cycling is one of the easiest ways to fit exercise into your daily routine because it's also a form of transport. It saves you money, gets you fit and is good for the environment.

5.4.5 It's a low-impact type of exercise, so it's easier on your joints than running or other high-impact aerobic activities. But it still helps you get into shape. For example, someone who weighs 80kg (12st 9lb) will burn more than 650 calories with an hour's riding, and tone their legs and bottom. If you ride up hills or off-road, you'll also work your upper body.

5.4.6 The best way to build your cardiovascular fitness on the bike is to ride for at least 150 minutes every week. For example, you could cycle to work a few days a week or do a couple of shorter rides during the week with a longer ride at the weekend. You'll soon feel the benefits.

5.4.7 Recommended activity levels can be found at the NHS Choices website



5.8.2 To encourage sustainable transport to schools the TPC will investigate the possibility of setting up 'Walking Buses' groups.

5.8.3 The TPC will liaise with the BMBC team to encourage cycling to school, scoot to school initiatives and school bus provision for the existing schools as well as walking buses. Information on school buses is available at www.travelsouthyorkshire.com/Brightbus/.

5.9 HOME DELIVERY SERVICES

5.9.1 The Travel Plan Co-ordinator will promote the use of home delivery services including providing details of local grocery stores and providing information on stores which provide home delivery services. This measure will assist in reducing the need to travel for residents of the development.

5.10 FLEXIBLE WORKING PRACTICES

5.10.1 The development will provide the infrastructure/cabling for access to high speed broadband to make it easier for residents to work from home.

5.11 PERSONALISED TRAVEL PLANNING

5.11.1 In addition to the implementation of the measures above the TPC will provide personalised travel planning advice to new residents on initial occupation. This will include supplying all of the available information relating to travel by sustainable modes included in the STL to residents and advising on alternative modes to the private car for a range of trips including journeys to work, journeys to local schools and journeys to other local amenities etc. This will serve to re-enforce the objectives of the Travel Plan and raise awareness of the alternatives to the private car for a range of trips.



Table 6.1 Pedestrian/Cycle/Motorcycle Measures

Measures	Guideline Timescale	Priority	Reasoning/ Comments	Deliverability and Responsibility
Provision of Pedestrian Refuge to the south of the site access	On occupation	High	To encourage Public Transport Trips	High level of deliverability.
Provision of new formal crossing across Wakefield Road to the north of the Wakefield Road roundabout	On occupation	High	To encourage pedestrians	High level of deliverability.
Provision of Pedestrian Connections	Determined through phasing plan	High	To encourage pedestrians/cyclists	High level of deliverability. Developer to Implement
Provision of local cycle maps and public transport information in induction packs & Developer website	On occupation	High	To encourage cyclists and public transport users by raising awareness of travel options	High level of deliverability. TP Co-ordinator to provide, and maintain information
TPC to promote health and financial benefits of walking and cycling in induction packs	On occupation	High	To encourage pedestrians/cyclists	High level of deliverability. Promotion by TP Co-ordinator
Promote Walkit, BikeBUDI	On occupation	High	To encourage pedestrians/cyclists	High level of deliverability. Promotion by TP Co-ordinator
Details of Local Cycle shops to be provided	On occupation	High	To encourage pedestrians/cyclists	High level of deliverability. Promotion by TP Co-ordinator
The TPC shall encourage events such as Bike Week (www.bikeweek.org.uk)	6-8 weeks prior to event	High	To encourage pedestrians/cyclist	High level of deliverability by TPC
Provide Personalised Travel Planning	On occupation and as required	High	To encourage pedestrians/cyclists	High level of deliverability. Promotion by TP Co-ordinator



6.6 MAINTAINING INTEREST

6.6.1 In order for the TP co-ordinator to maintain interest in the Travel Plan there are a few key points that will help assist in ensuring that people are not discouraged. These are as follows:

- Ensure that measures implemented work, this will maintain confidence in the Travel Plan;
- Ensure that there is regular communication to keep the Travel Plan in people's minds;
- Easily contactable assistance will be available to seek to solve any problems they have in changing mode;
- Make sure information provided to staff is always up to date; and
- Develop a successful feedback mechanism.

6.6.2 The developer will be required to fund the Travel Plan Coordinator role. The travel plan co-ordinator will also be provided with a sufficient budget to implement the measures/actions identified within the Travel Plan.

6.6.3 An annual budget of £100.00 will be made available by the developer for marketing, production of leaflets and a prize draw for the surveys if response rates are not high enough. The funds will be made available on each anniversary of the appointment of the TPC.




7.1.8 The monitoring report will also review the progress that has been achieved in implementing measures against the modal shift targets over the preceding twelve month period. Any progress made will be reported by the Travel Plan Co-ordinator to the relevant external organisations.. Following the annual monitoring report the Travel Plan will be reviewed as appropriate and any further actions/measures will be identified and implemented to progress and if necessary improve the Travel Plan to meet objectives and targets. This review should be undertaken in consultation with all relevant stakeholders. Potential secondary measures/actions could include the following for which the TPC would be responsible:

- Arrange for a local cycle store to provide a troubleshooting/maintenance day on selected weekends through the year. Promotion of this through marketing would be coordinated by the TPC;
- Seek to arrange a discount for residents at a local cycle store. Promotion of this through marketing would be coordinated by the TPC;
- Seek to arrange a discount for residents at a local running/sportswear store to try and increase the number of people walking/running to local services/employment.




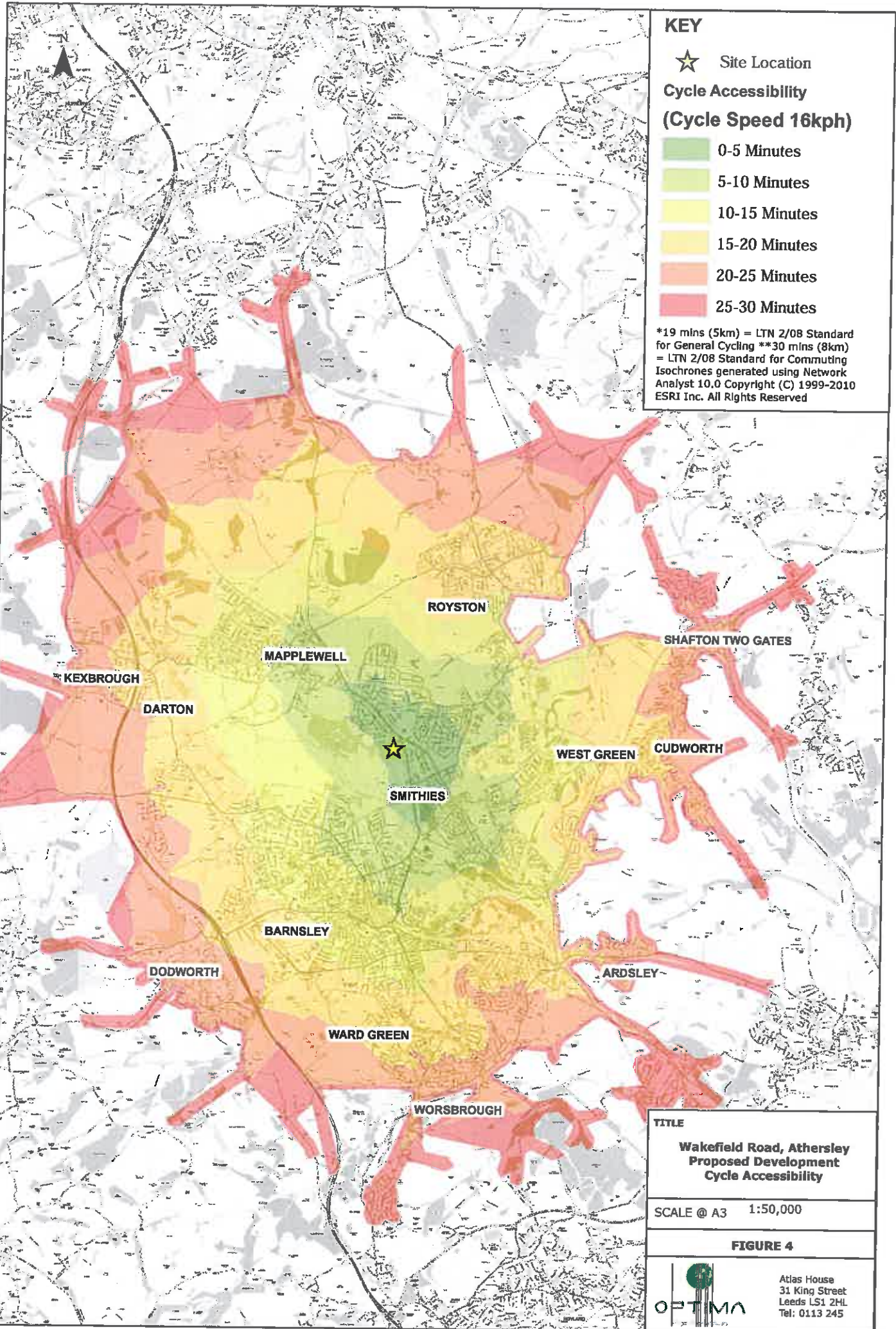


TITLE Wakefield Road, Athersley Proposed Development Site Location- Strategic	
SCALE @ A3	1:40,000
FIGURE 1	
	Atlas House 31 King Street Leeds LS1 2JL Tel: 0113 245

Project: Wakefield Road, Athersley Proposed Development Site Location - Strategic



TITLE Wakefield Road, Athersley Proposed Development Site Location- Strategic	
SCALE @ A3	1:40,000
FIGURE 1	
	Atlas House 31 King Street Leeds LS1 2HL Tel: 0113 245



KEY

☆ Site Location

**Cycle Accessibility
(Cycle Speed 16kph)**

- 0-5 Minutes
- 5-10 Minutes
- 10-15 Minutes
- 15-20 Minutes
- 20-25 Minutes
- 25-30 Minutes

*19 mins (5km) = LTN 2/08 Standard for General Cycling **30 mins (8km) = LTN 2/08 Standard for Commuting
 Isochrones generated using Network Analyst 10.0 Copyright (C) 1999-2010 ESRI Inc. All Rights Reserved

File: G:\Wakefield Road, Athersley\DRAWINGS\KICKED\KICKED\Cycle_Accessibility.mxd

TITLE
 Wakefield Road, Athersley
 Proposed Development
 Cycle Accessibility

SCALE @ A3 1:50,000

FIGURE 4



Atlas House
 31 King Street
 Leeds LS1 2HL
 Tel: 0113 245

Appendices



PLAN SHOWS EXISTING CONTOURS AT 1m INTERVALS FOR REFERENCE. PROPOSED LEVELS TO BE CONFIRMED.



GATEWAY OPEN SPACE - RETAINING VIEWS OF EAST CAMBER HALL FROM THE MAIN ROAD JUNCTION

A MAXIMUM OF 6 PROPERTIES TO BE SERVED BY A DEDICATED ROAD TO BE SERVED BY A SHARED PRIVATE DRIVE

EXISTING PRIVATE ACCESS RETAINED TO No. 29 AND

PRIMARY VEHICLE ACCESS POINT ON WALSFIELD ROAD, APPROXIMATELY 50M SOUTH OF THE EXISTING ACCESS

EXISTING VEGETATION TO BE RETAINED WITHIN OPEN SPACE WHERE PRACTICAL

DWELLINGS FACING SITE BOUNDARY TO BE PROVIDED WITH SCREENING PLANTS TO PROVIDE NEAR ADJACENT PROPERTIES FROM NOISE

LOCATION OF PLAY SPACE

AREA OF VALLEY LANDFORM CONTAINING WATERCOURSE TO BE RETAINED AND ENHANCING EXISTING ECOLOGICAL FEATURES

SUBSTANTIAL TREE BUILT TO SOUTHERN INCLUDED TO BE RETAINED TO PROVIDE SCREENING OF ADJACENT RESIDENTIAL AND NEIGHBOURING COMMERCIAL LANDS

100M WIDTH WOODLAND BUFFER TO REDUCE VISUAL IMPACT OF HIGH RISE BUILDINGS TO VIEWS FROM THE BENCH AND TO PROVIDE A BENEFIT, MITIGATING THE EFFECTS OF VEGETATION REMOVAL ELSEWHERE ON THE SITE

STREET PATTERN AND ARRANGEMENT TO BE MAINTAINED WITHIN THE BOUNDARY ALONG THE CONTOURS, MAINTAINING GRADIENTS AND STEPS IN BUILT FORM

POTENTIAL CONNECTIONS TO PUBLIC FOOTPATH ON FORMER PAWLEY LINE

SERIES OF STEPPED SURFACE WATER CHANNELS TO BE PROVIDED IN THE LOWER PART OF THE SITE

FOOTPATH LINK TO DEFINITIVE PUBLIC FOOTPATH ROUTE ON BOUNDARY OF SITE

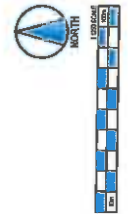
DENSELY VEGETATED FORMER SUBSTANTIAL SCREEN TO LOWER PARTS OF THE SITE

EXISTING CONING RETAINED WITHIN OPEN SPACE

CLIENT: HAWKSWORTH EVENTS
PROJECT: ATHERLEY
ILLUSTRATIVE MASTERPLAN

DRAWING NUMBER: P17 5287 03
SCALE: 1:500
DATE: 08/10/17

DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: [Date]



03 / ILLUSTRATIVE MASTERPLAN



GRANT OF OUTLINE PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO: 2017/1451

To Cushman & Wakefield
St Pauls House
23 Park Square
North Leeds
LS1 2ND

DESCRIPTION Development of up to 232 dwellings with associated open space, road and drainage infrastructure (Outline with all matters reserved apart from means of access) (Amended Description).

LOCATION Land West of Wakefield Road, Barnsley

Permission is granted for the proposals which were the subject of the Application and Plans registered by the Council on 21 November 2017 and described above.

THIS 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 Application for approval of the matters reserved in Condition No. 2 shall be made to the Local Planning Authority before the expiration of three years from the date of this permission, and the development, hereby permitted, shall be begun before the expiration of two years from the date of approval of the last of the reserved matters to be approved.
Reason: In order to comply with the provision of Section 92 of the Town and Country Planning Act 1990.
- 2 The development hereby permitted shall not be commenced unless and until approval of the following reserved matters has been obtained in writing from the Local Planning Authority:-
 - (a) the layout of the proposed development.
 - (b) scale of building(s)
 - (c) the design and external appearance of the proposed development.
 - (d) landscaping**Reason: In order to allow the Local Planning Authority to assess the details of the reserved matters with regard to the development plan and other material considerations.**

- 3 Plans accompanying the reserved matters application shall be in substantial accordance with the parameters as shown on the Illustrative Masterplan P17 5091 03 REV A.
Reason: In the interests of the visual and residential amenities of the locality and in accordance with LDF Core Strategy Policy CSP 29, Design and the Designing New Housing Development SPD.
- 4 Upon commencement of the development, a detailed scheme shall be submitted for approval of the Local Planning Authority to show how it is proposed mitigate against the air quality impact of the proposed development, in accordance with requirements of the Barnsley MBC Air Quality and Emissions Good Practice Planning Guidance and the pollutant emission cost submitted with the air quality assessment. The scheme shall include details of the air quality impact of the proposed bus lane on the nearest proposed dwellings (receptors) to Wakefield Road and details of proposed mitigations against raised air pollution concentrations. The scheme shall also include a timetable for implementation. Thereafter the mitigations shall be implemented in accordance with the approved details.
Reason: In the interests of minimising the impact of the proposal on local air quality in accordance with Core Strategy policy CSP 40.
- 5 Detailed plans shall accompany the reserved matters submission indicating existing ground levels, finished floor levels of all dwellings and associated structures, road levels and any proposed alterations to 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 in accordance with Core Strategy Policy CSP 29, Design.
- 6 No development shall take place until a detailed remediation and restoration scheme, including any contamination or land requiring remediation to the previous use of any part of the site in connection with coal mining, to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment has been submitted to and approved in writing by the Local Authority. The above scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, an appraisal of remedial options, and proposal of the preferred option(s), and a timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. Development shall not commence until the measures approved in the scheme have been implemented/ or the development shall not be implemented, otherwise than in compliance with the requirements of the approved scheme which shall be implemented in accordance with the approved timetable of works. On the completion of measures identified in the approved remediation scheme, a Validation Report (that demonstrates the effectiveness of the remediation carried out) must be submitted to the Local Authority.
Reason: To protect the environment and ensure the site is suitable for the proposed use in accordance with Core Strategy Policy CSP 39.
- 7 A detailed scheme of noise mitigation measures shall be submitted with the reserved matters application. The scheme shall be accompanied by a plan which clearly identifies where each type of mitigation is proposed and a programme of implementation. Thereafter the development shall be carried out in accordance with the approved measures.
Reason: In the interests of noise mitigation in accordance with CSP40.
- 8 No development or other operations being undertaken on site shall take place until the following documents in accordance with British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations have been submitted to and approved in writing by the Local Planning Authority:
- Arboricultural impact assessment
 - Tree protective barrier details
 - Tree protection plan
 - Arboricultural method statement

The erection of barriers and any other measures specified for the protection of any retained tree shall be undertaken 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 wellbeing of the trees in the interests of the amenity of the locality in accordance with Core Strategy Policy CSP 36 Biodiversity and Geodiversity

- 9 Plans submitted at reserved matters stage shall include pedestrian links to existing public rights of way. This shall include but not be limited to an access ramp to meet Footpath 1.
Reason: In the interests of the visual and residential amenities of the locality and in accordance with LDF Core Strategy Policy CSP 29, Design.
- 10 No building or other obstruction including landscape features shall be located over or within :
- (i) 5 (five) metres either side of the centre line of the 450mm diameter public combined sewers i .e. a protected strip width of 10 (ten) metres;
 - (ii) 4 (four) metres either side of the centre line of the 450mm diameter public surface water sewer
 - (iii) 3 (three) metres either side of the centre line of the 225mm diameter public combined sewers and 375mm diameter Yorkshire Water maintained overflow pipe i .e. a protected strip
- No trees are to be planted within 5 (five) metres of any public sewer crossing the site. If the required stand -off distances are to be achieved via diversion or closure of the sewers , the developer shall submit evidence to the Local Planning Authority that the diversion or closure has been agreed with the relevant statutory undertaker
- Reason: In order to allow sufficient access for maintenance and repair work at all times.**
- 11 The reserved matters application shall be accompanied by full foul and surface water drainage details. Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented. The scheme shall be retained throughout the life of the development unless otherwise agreed in writing with the Local Planning Authority.
To ensure the proper drainage of the area in accordance with Core Strategy Policies CSP 3 and CSP 4.
- 12 The site is located in a coal mining referral area due to the presence of shallow coal, recorded and possibly unrecorded shallow coal mine workings and mine entries. The development could potentially be at risk from mining legacy issues such as ground instability or fugitive gas migration.
The coal mining risk assessment undertaken by Rogers Leask Environmental ref 17176-RLE-17-00-RP-O-0003 concludes that intrusive ground investigations must therefore be undertaken by a suitably qualified person to evaluate shallow coal seams and associated ground conditions and the position and condition of mine entries and associated mining legacy risks. The site investigation and subsequent development must be undertaken in compliance with Construction Industry Research and Information association publication 32 "Construction over abandoned mine workings" where applicable. Prior to the commencement of development a report detailing the findings of the investigations and any recommended mitigation shall be submitted for approval in writing by the Local Planning Authority, the development thereafter shall carried out in accordance with the approved details. Responsibility for securing a safe and sustainable development rests with the developer and/or landowner"
Reason: NPPF section 170, 178 and 179 Land stability.

- 13 A detailed scheme of ecological mitigation and enhancement and maintenance shall be submitted with the reserved matters application. The scheme shall broadly follow but not be limited to the measures set out in, Section 6.5 of Bat Survey Report by Applied Ecological Services Ltd, and Section 5.5 of Breeding Bird Surveys by Applied Ecological Services Ltd. The scheme shall identify a timetable for implementation and maintenance for 5 years. The scheme shall be accompanied by a plan which clearly identifies what ecological features are proposed to be retained, mitigated and enhanced. Thereafter the development shall be carried out in accordance with the approved measures.
Reason: In the interests of biodiversity and in accordance with CSP 36.
- 14 Upon commencement of development details of measures to facilitate the provision of high speed 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 Core Strategy Policy CSP 42, policy I1 in the emerging Local Plan and in accordance with paragraphs 112 of the National Planning Policy Framework 2018.
- 15 A detailed landscaping scheme shall accompany the reserved matters application which shall contain full details of both hard and soft landscaping works, including details of the species, positions and planted heights of proposed trees and shrubs; together with details of the position and condition of any existing trees and hedgerows to be retained shall be submitted to and approved in writing by the Local Planning Authority. The approved hard landscaping details shall be implemented prior to the occupation of the building(s).
Reason: In the interests of the visual amenities of the locality and in accordance with Core Strategy Policy CSP 36, Biodiversity and Geodiversity.
- 16 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which die within a period of 5 years from the completion of the development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with other of similar size and species.
Reason: In the interests of the visual amenities of the locality and in accordance with Core Strategy Policy CSP 36, Biodiversity and Geodiversity.
- 17 A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development or any part thereof, whichever is the sooner, for its permitted use. The landscape management plan shall be carried out in accordance with the approved plan.
Reason: In the interests of the visual amenities of the locality and in accordance with Core Strategy Policy CSP 36, Biodiversity and Geodiversity.
- 18 Prior to the commencement of development, details shall be submitted to and approved in writing by the Local Planning Authority of arrangements which secure the following highway improvement works:
- Provision of right turning facilities including pedestrian islands;
 - Provision of bus lay by;
 - Provision of pelican crossing;
 - Provision of 3m footway/cycletrack along entire site frontage;
 - Provision of/any necessary alterations to street lighting;
 - Provision of/any necessary alterations to highway drainage;
 - Measures to prevent/control parking/loading;
 - Any necessary signing/lining;
 - Any necessary reconstruction/resurfacing.
- The works shall be completed in accordance with the approved details and a timetable to be submitted to and approved in writing by the Local Planning Authority.
Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.

- 19 Prior to any works commencing on-site, a condition survey (including structural integrity) of the highways to be used by construction traffic shall be carried out in association with the Local Planning Authority. The methodology of the survey shall be approved in writing by the Local Planning Authority and shall assess the existing state of the highway. On completion of the development a second condition survey shall be carried out and shall be submitted for the written approval of the Local Planning Authority, which shall identify defects attributable to the traffic ensuing from the development. 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: In the interests of highway safety and the free flow of traffic in accordance with Core Strategy policy CSP 26.
- 20 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:
- The parking of vehicles of site operatives and visitors
 - Means of access for construction traffic
 - Loading and unloading of plant and materials
 - Storage of plant and materials used in constructing the development
 - The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
 - Wheel washing facilities
 - Measures to control the emission of dust and dirt during construction
 - Measures to control noise levels during construction.
- Reason: In the interests of highway safety, residential amenity and visual amenity and in accordance with Core Strategy Policy CSP 26, New Development and Highway Improvement, and CSP 29, Design.**
- 21 Pedestrian intervisibility splays having the dimensions of 2 m by 2 m shall be safeguarded at the drive entrance/exit such that there is no obstruction to vision at a height exceeding 1m above the nearside channel level of the adjacent highway.
Reason: In the interest of road safety in accordance with Core Strategy Policy CSP 26, New Development and Highway Improvement.
- 22 Upon commencement of the development, details of the siting of the sales cabin, and parking for staff and customers visiting the site, shall be submitted to and approved in writing by the Local Planning Authority. Once agreed such facilities shall be retained for the entire construction period.
Reason: In the interest of road safety to accord with Core Strategy Policy CSP 26.
- 23 Vehicular and pedestrian gradients within the site shall not exceed 1:12.
Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.
- 24 Prior to the submission of any reserved matters application, an archaeological evaluation of the application area shall be undertaken in accordance with a written scheme of investigation that has been submitted to and approved in writing by the local planning authority. Drawing upon the results of this field evaluation stage, a mitigation strategy for any further archaeological works and/or preservation in situ shall be submitted as part of the reserved matters application. The scheme shall then be implemented in accordance with the approved details.
Reason: To ensure that the site is archaeologically evaluated in accordance with an approved scheme and that sufficient information on any archaeological remains exists to help determine any reserved matters and in accordance with CSP 30.

- 25 The development hereby permitted shall not begin until a scheme has been submitted to and approved in writing by the Local Planning Authority for the provision of public open space in accordance with the adopted Supplementary Planning Document 'Open Space Provision on New Developments'. Provisions and arrangements shall address and contain the following matters:
- (i) The delineation and siting of the proposed public open space
 - (ii) The type and nature of the facilities to be provided within the public open space including where relevant the provision of play equipment for a Local Equipped Play standard (LEAP) which shall be supplied and installed to a specification as agreed with the Local Planning Authority.
 - (iii) The arrangements to ensure that the Public Open Space is laid out and completed during the course of the development
 - (iv) The arrangements for the future maintenance of the Public Open Space.
- The provision of the open space shall be provided prior to completion of the development in accordance with the approved scheme.
- Reason: In the interests of residential and visual amenity to ensure adequate provision of public open space in accordance with the adopted Open Space Provision on New Developments LDF SPD.**
- 26 All redundant vehicular accesses shall be reinstated as kerb and footway prior to the development being brought into use.
- Reason: In the interests of road safety in accordance with Core Strategy Policy CSP26 'New Development and Highway Improvement'.**
- 27 Visibility splays having the dimensions 2.4m x 70m, shall be safeguarded at the junction of Wakefield Road with the site access road such that there is no obstruction to visibility and forming part of the adopted highway.
- Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.**
- 28 Development shall not commence until details of the phasing of the development has been submitted and approved in writing by the Local Planning Authority.
- Reason: to ensure a safe and adequate highway network, in the interest of road safety in accordance with CSP26.**

Informative(s)

Pursuant to article 31(1)(cc) of the Town and Country Planning (Development Management Procedure) Order 2010 (as amended), the Local Planning Authority have, where possible, made a pre-application advice service available, complied with our Planning Service Charter for Business and otherwise actively engaged with the applicant in dealing with the application.

Please be aware that the Council monitors construction sites and open land within the vicinity 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 the approved development is disposed of via approved methods and that documents are retained to prove this.

1	This application is in outline only and does not confer any permission to undertake engineering works which may be required to prepare the site for residential development. Substantial engineering works would require a Full application
2	The granting of planning permission does not effect the status of species such as owls and bats which have protection under other legislation. These may be present, and it is the applicant's responsibility to seek advice on how to avoid damaging operations. Further advice can be obtained from the Countryside Unit in the Planning & Transportation Services, on 01226-772576, or directly from www.naturalengland.org.uk
3	<p>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.</p> <p>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.</p>

Signed
Joe Jenkinson
Head of Planning and Building Control



Dated 14 February 2019

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.

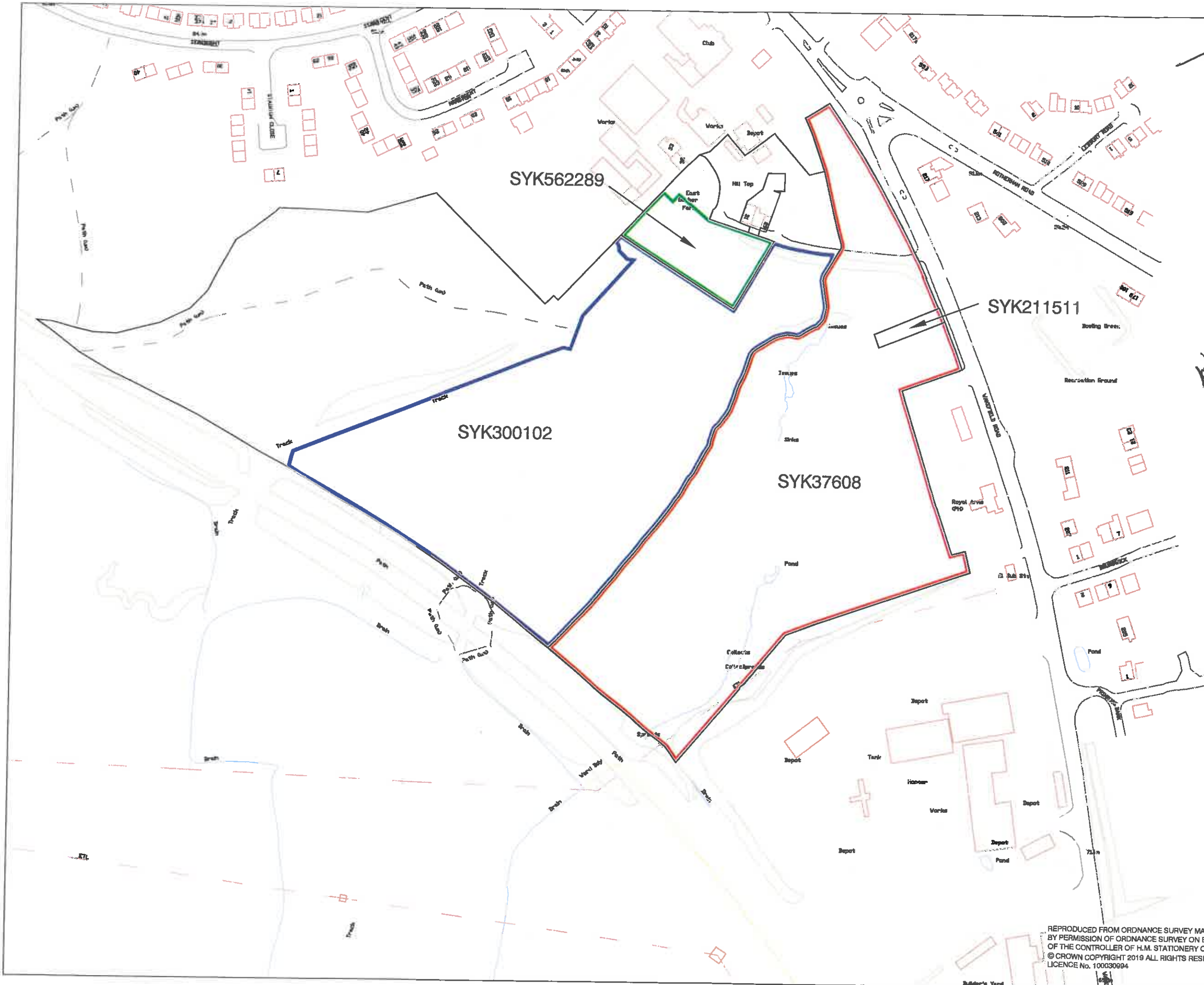
The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that 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 given 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.



Turner
Kelly Ellis
Gangster
Melle

North Arrow

"PLAN 2"

LEGEND

	KELLY ELLIS PPA
	TITLE BOUNDARY SYK562289
	LORRAINE ELLIS PPA
	TITLE BOUNDARY SYK300102
	HARWORTH PPA
	TITLE BOUNDARY SYK37608, SYK211511

SITE NAME: GAWBER

TITLE: ELLIS AND HARWORTH PPA OWNERSHIP

DEPT: STRATEGIC LAND

DRAWN	MR	CHKD	JN
DATE	11/01/2019	DATE	11/01/2019

Harworth

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LAYOUT: LAYOUT 1 ACAD A3

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**Wakefield Road, Athersley
Proposed Residential Development**

Travel Plan

May 2018 (Rev 1)

**Prepared on behalf of
Harworth**

Quality Management

Wakefield Road Athersley - Travel Plan Project No: 17053				
File reference	O:\Wakefield Road, Athersley\TEXT\REPORTS\180503 Wakefield Road- Barnsley TP Rev 1.docx			
Issue/revision	Initial Issue	Revision 2	Revision 3	Revision 4
Remarks	Final	Updated		
Date	29 th September 2017	3 rd May 2018		
Prepared by	R Murphy	R Murphy		
Signature				
Checked by	M Whittaker	M Whittaker		
Signature				
Authorised by	R Murphy	R Murphy		
Signature				

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APPENDICES

Appendix A	Architects Masterplan
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1. Introduction

1.1.1 This Travel Plan (TP) document has been undertaken by Optima on behalf of Harworth. The TP should be read in conjunction with the Transport Assessment (TA) that has been produced to accompany the outline planning application for the proposed residential development.

1.1.2 The application is for up to 220 dwellings. The attached Figures 1 and 2 show the application Site in relation to the strategic and local highway networks respectively. The scheme proposals are illustrated on the drawing contained in Appendix A.

1.1.3 A Travel Plan (TP) is a package of measures tailored to the needs of individual sites and aimed at promoting greener, cleaner travel choices and reducing the reliance on the car. It involves the development of a set of mechanisms, initiatives and targets that together can enable a development to reduce the impact of travel and transport on the environment, whilst also achieving a number of other benefits for residents.

1.1.4 This TP provides details of measures to be incorporated into the overall design of the development to encourage residents to use sustainable transport along with a range of initiatives to be adopted to encourage the use of sustainable modes. Following the introduction, this TP contains the following elements:

- An assessment of existing conditions for access to the Sites by a range of modes;
- Objectives and scope of the Plan, including indicative Travel Plan targets;
- Description of roles and responsibilities;
- Measures to encourage, promote and increase the use of public transport, cycling and walking and to reduce the level of single occupancy vehicle trips;
- Details of the implementation and communication strategy; and
- Proposals for regular monitoring and review schedules to measure progress against objectives and targets.

1.1.5 This report is intended to outline the obligations on the housebuilder that implements any forthcoming outline permission to fulfil the principles of the strategy. The document provides measures led by the developers/management companies to encourage residents to use more sustainable means of transport.

1.1.6 The Travel Plan has been prepared in accordance with the DfT publication "Making Residential Travel Plans Work: Guidelines for new development".

1.1.7 In seeking to influence the modal split for the development, the Travel Plan will assist in achieving and delivering the aims of the South Yorkshire Local Transport Plan as well as complying with both local and national policies.



2. Existing Conditions & Site Accessibility

2.1.1 This chapter describes the Site and considers the existing conditions on the surrounding highway network for a range of transport modes. It includes a review of traffic count information and accident data.

2.2 EXISTING SITE

2.2.1 The Site is located in Athersley which is approximately 2.7km north of Barnsley Town Centre. The location of the proposed Site is shown on Figures 1 and 2 in relation to the strategic and local highway networks.

2.2.2 An extract of Figure 2 showing the proposed development in relation to the wider Athersley area is shown in Image 2.1.

Image 2.1 Extract of Local Site Location Plan



2.3 EXISTING LOCAL HIGHWAY NETWORK

2.3.1 Vehicular access is proposed to be taken via Wakefield Road (A61) which has an average carriageway width of 9m along the site frontage. Wakefield Road is subject to a 30mph speed limit.

2.3.2 To the south of the existing farm access the footway abutting the boundary exceeds 2.0m in width along the entire site frontage.

2.3.3 To the north of the existing farm access the footway fluctuates between 1.8m and 2.0m, in this location the footway is set behind a grass verge that segregates the footway from the carriageway. This verge is 1.2m at its narrowest point next to the existing access and flares gradually to reach a maximum width of 7.5m at the entry to the roundabout to the north of the site.

2.3.4 On Wakefield Road opposite the site frontage there is a footway of 1.1m, however, the crossing points and the pedestrian provision on the southern flank of Wakefield Road ensures that the main pedestrian desire lines are catered for within the wider footway provision to the west. It should also be noted that improvements to the pedestrian connectivity are proposed as part of the application – these are discussed further in subsequent sections of this report.

2.3.5 Wakefield Road provides vehicular connection to the south to Barnsley Town Centre and to the north through the residential areas of Athersley and Staincross before continuing on to Wakefield which is approximately 14km north of the proposed development.

2.3.6 Image 2.2 below shows Wakefield Road looking south from the location of the proposed access position.

Image 2.2 Wakefield Road – View looking South



2.3.7 To the south of the Site, Wakefield Road first connects to Carlton Road (east) before connecting to Smithies Lane (west). The traffic is managed along this corridor through these two junctions by linked traffic signals.

2.3.8 Carlton Road which connects to Wakefield Road also joins Rotherham Road to the east of Wakefield Road. It connects via a signalised cross roads arrangements.

2.3.9 The A633 Rotherham Road meets Wakefield Road (A61) to the north of the site in the form of a roundabout.

2.3.10 Rotherham Road provides a route to the eastern outskirts of Barnsley.

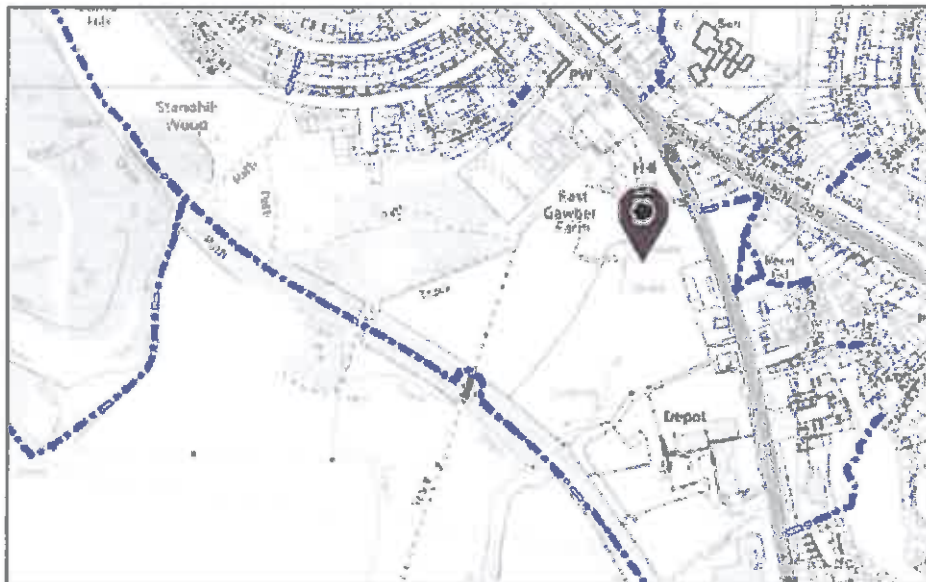
2.4 EXISTING PEDESTRIAN AND CYCLE FACILITIES

2.4.1 The nearest local amenities are located to the north of the proposed development in the vicinity of the Wakefield Road/Laithes Lane junction. At this location there is a small shopping centre which includes a post office, supermarket, health centre, cash machine and several schools.

2.4.2 Access by foot to these services is provided by appropriate footway widths and signalised crossing facilities.

2.4.3 Footpath Number 1 that is a defined public right of way routes along the western boundary of the proposed development as shown in the image below. Links to this are proposed as part of the development with full details provided in subsequent sections of this report.

Image 2.3 Public Right of Way (Extract from BMBC website)



2.4.4 It has been identified that the existing pedestrian connectivity, whilst considered to be satisfactory at present, would benefit from being improved by an additional signalised across Wakefield Road to the north of the roundabout with Rotherham Road. It should be noted that an additional crossing is not required to mitigate the impact of the proposed development, however the proposals do offer the opportunity to enhance the existing provision for the local community.

2.4.5 The nearest local cycle route running west to east is available along Laithes Lane and connects to B6132. Furthermore many of the local roads are lightly trafficked and facilitate access for pedestrians and cyclists alike into, and around the Barnsley Town Centre.



2.4.6 The enclosed Figure 4 shows the vast populous areas that can be reached within a comfortable cycle distance of 30 minutes.

2.5 EXISTING BUS SERVICES/FACILITIES

2.5.1 The nearest bus stops are located on Doncaster Road approximately 200m southeast from the centre of the Site. The bus stops are located at the midpoint between the junction of Wakefield Road (A61) /Rotherham Road (A633) and Wakefield Road (A61)/ Carlton Road – both have a pole and timetables. The southbound bus stop is equipped with shelter and seating.

2.5.2 Bus services 1, 11 and 193 operate along Wakefield Road. A summary of the service routing past the bus stops on Wakefield Road (bus stop references 37050537 Northbound and 37055298 Southbound) is provided in Table 2.1 and 2.2.

Table 2.1 Wakefield Road (A61) Bus Service Summary NB

Service	Route	Service Frequency (One Way)	Days of Operation
Stop Brunswick Close - Stop ID: 37050537			
1	Barnsley, Interchange - Staincross	6 per hour	Weekday
		4 per hour	Saturday
		2 per hour	Sunday
11	Barnsley, Interchange - Staincross	6 per hour	Weekday
		4 per hour	Saturday
		2 per hour	Sunday
193	Barnsley - Wakefield	7 Service During Day (7:00 -17)	Weekday
		7 Service During Day (7:00 -17)	Saturday
		No Service	Sunday
478	Shaw Lane – Smithies (School Day Only)	3 Services from 15:09 to 16:09	Weekday
		No Service	Saturday
		No Service	Sunday
Total services		13	Weekday
		9	Saturday
		4	Sunday



Table 2.2 A61 Wakefield Road SB

Service	Route	Service Frequency (One Way)	Days of Operation
Stop Rotherham Road - Stop ID: 370555298			
1	Staincross – Barnsley, Interchange	6 per hour	Weekday
		4per hour	Saturday
		2 per hour	Sunday
11	Staincross – Barnsley, Interchange	6 per hour	Weekday
		4per hour	Saturday
		2 per hour	Sunday
193	Wakefield - Barnsley	7 Service During Day (7:00 -17)	Weekday
		7 Service During Day (7:00 -17)	Saturday
		No Service	Sunday
478	Smithies - Shaw Lane (School Day Only)	3 Services from 15:09 to 16:09	School Day Only
		No Service	Saturday
		No Service	Sunday
	Total services	13 per hour	Weekday
		9 per hour	Saturday
		4 per hour	Sunday

2.5.3 During the weekday the services on Wakefield Road combine to provide an overall hourly frequency of 13 buses in each direction i.e. 26 bus services per hour two-way. These services operate for the vast majority of the day. Furthermore, the services provide regular connections to Barnsley, Interchange and hence onwards regional and national travel by both bus and rail.

2.5.4 On a Saturday the services combine to provide an overall hourly frequency of 9 bus in each direction i.e. 18 bus services per hour two- way.

2.5.5 On a Sunday the services combine to provide an overall hourly frequency of 4 bus in each direction i.e. 8 bus services per hour two-way.

2.5.6 In addition to the services on Wakefield Road adjacent to the Site, a further frequent service to and from Barnsley Interchange is available some 650m south of the Site, near to Wakefield Road / Smithies Lane Junction. Table 2.3 indicates additional bus services frequency.

Table 2.3 Wakefield Road / Smithies Lane Bus Service Summary

Service	Route	Service Frequency	Days of Operation
12	Smithies Lane – Barnsley Interchange	4 per hour	Weekday
		3 per hour	Saturday
		2 per hour	Sunday
12	Smithies Lane – Athersley South	4 per hour	Weekday
		3 per hour	Saturday
		2 per hour	Sunday

2.5.7 These additional bus services provide regular connections to the interchange in Barnsley. Further connections to the rest of the region and beyond are available from Barnsley.



2.5.8 It is concluded, based on the timetable information contained above, coupled with the convenient locations of the bus stops that are served by the aforementioned services, that buses provide a convenient alternative to car travel.

2.6 RAIL FACILITIES

2.6.1 Barnsley Rail Station is located approximately 2.5km to the South of the Site. The station provides connection to Leeds, Sheffield every 20 minutes in each direction i.e. 6 two way connections per hour

2.6.2 Following connection to Leeds, Wakefield and Sheffield onward travel to national destinations is available.

2.6.3 From the proposed development connection to the station can be achieved by a 30 minute walk, a 10 minute cycle ride or a by a short 7 minute bus ride.

2.6.4 The station benefits from seating, shelters, ATM, a help point, timetable information and ramp access. A car park next to the station provides free car park for rail users only which includes 76 spaces plus 8 disabled parking spaces. Motorcycle spaces and cycle parking also provided.

2.6.5 Based on the information above it is clear that train travel provides a quick and convenient alternative for commuters who are travelling beyond the local area.



3. Objectives and Scope of the Plan

3.1 INTRODUCTION

3.1.1 This residential Travel Plan shall, by containing appropriate measures, help to improve the environment by seeking to reduce the number of trips made to and from the development by the private car. All residents shall be made aware of the measures included within the Travel Plan in order that positive benefits can be delivered and the number of trips undertaken by public transport, walking or cycling are increased.

3.1.2 In order to ensure that the measures contained within the Travel Plan are capable of delivering a sustainable travel demand pattern for the development it is important to identify some key objectives for the residential land use.

3.2 TRAVEL PLAN OBJECTIVES

3.2.1 The overall travel management objectives for the development are:

- Promoting walking, cycling and public transport as the primary modes of travel;
- To deliver mode shift from car journeys to alternative modes including multi-occupancy vehicle trips;
- To reduce vehicle emissions through the take up of alternative transport modes; and
- To deliver education and promotion of walking and cycling as options for a healthier lifestyle.

3.3 TRAVEL PLAN TARGETS

3.3.1 This Travel Plan in conjunction with Barnsley Council aims to promote travel choice for residents of the development, and hence increase the use of sustainable transport modes. Overarching targets are to be set once baseline travel surveys have been carried out. Any targets set for the Travel Plan will need to be 'SMART' i.e. they must be:-

- Site-specific;
- Measurable;
- Achievable;
- Realistic; and
- Time related.

3.3.2 In order to provide a set of Site specific targets indicative modal split targets have been produced for the development. These need to be reviewed once actual mode share information is available from travel surveys.



3.3.3 National Statistics census data from 2011 provides an indication of existing residential journey to work mode split data for the local output areas adjacent to the proposed development Site. Averaged journey to work mode split data for Barnsley super output areas (middle layer) 007 are summarised in Table 3.1.

Table 3.1 Summary of Census Mode Splits

	Driving a car or van	Passenger in a car or van	Taxi	Cycle	Walk	Bus	Rail	Motor cycle	Work from home	Total
Trips %	59.48%	8.97%	0.76%	1.44%	11.65%	14.40%	1.31%	1.41%	0.00%	100%

3.4 OVERARCHING GOALS AND TARGETS FOR THE TRAVEL PLAN

3.4.1 The mode split target proposed should be no more than 56.51% (59.48% X 0.95) of residents' journeys to work as a car driver (subject to the findings of the initial travel survey).

3.4.2 For schools the target is for a maximum of 30% of school children to be taken to school by car. Once the targets have been achieved the level of single occupancy car journeys to work and the level of children going to school by car must be maintained or reduced further. The Travel Plan Co-ordinator must not omit or change the targets without prior consultation with Barnsley Council.

3.4.3 Whilst the initial modal split of residents at each application Site may be higher it is anticipated that the targets would be reached within 3 years from occupation of the Site. This provides an appropriate timescale against which to measure progress against the target modes split. Further details of monitoring are provided in Section 7 of the report.



4. Roles and Responsibilities

4.1 INTRODUCTION

4.1.1 An important aspect of a successful TP is the allocation of sufficient time and resources to enable it to happen. This can in part be achieved by the recognition from the outset of the roles and responsibilities of those who will be involved.

4.2 TRAVEL PLAN CO-ORDINATOR

4.2.1 The Travel Plan Co-ordinator (TPC) will be appointed by the housebuilder that acquires the site from Harworth. The TPC will be appointed 3 months prior to occupation and retained for a minimum period of 5 years post full build out of the Site. The travel plan coordination role would then be passed to a residents group.

4.2.2 Prior to the commencement of the initial marketing of the residential units the Travel Plan Co-ordinator shall be appointed and acquire all relevant supporting information required and review the overall content of the document to ensure its currency and relevance.

4.2.3 At the same time the TPC will inform Barnsley Council team of the date that this work has commenced.

4.3 THE DUTIES OF THE TRAVEL PLAN CO-ORDINATOR WILL INCLUDE:

- Acting as a single point of contact for all transport, access and travel related issues for the residents;
- Obtaining and providing residents with up to date details of information relating to access to the site via sustainable modes;
- Liaison with Barnsley Council, SYPTE and other key stakeholders;
- The TPC will work closely with the Housing Association provider to ensure that all residents are aware of the Travel Plan; and
- Ensuring that a copy of the Travel Plan is provided within the residential Welcome Packs given to all new residents.

4.3.1 This TP will provide the basis for the development of the TP that will be finalised following the collation of the baseline surveys. Measures and initiatives will be tailored on the basis of the results of these surveys. The detailed Travel Plan, including the baseline information (surveyed upon occupation) for residents, will be provided to the Travel Plan Officer for BMBC within 6 months of occupation. This will then be updated following the surveys undertaken 12 months post occupation.



5. Travel Plan Measures

5.1 INTRODUCTION

5.1.1 This section sets out the measures proposed to influence behaviour such that:

- Single occupancy car trips are reduced and minimised as much as possible; and
- Access to the Site by all other modes, particularly walking, cycling and public transport is promoted, encouraged and enhanced.

5.1.2 In order to persuade people to change their mode of travel it is necessary to introduce a varied mix of incentives. For the development Site the proposed range of transport related measures are described in this section.

5.2 WALKING AND CYCLING MEASURES

5.2.1 The initial outline layout is designed to encourage and prioritise the movements of pedestrians/cyclists over the use of the car to/from the Site to the nearby amenities.

5.2.2 The responsibility for obtaining the most up to date information relating to the following walking/cycling aspects will fall to the Travel Plan Co-ordinator:

- A plan showing the key pedestrian routes to the site including any crossing facilities;
- A plan showing the key cycling routes to the site including any crossing facilities and details/locations of cycle parking (this information may be combined with the pedestrian plan);
- Details of nearby cycle shops including location, contact information and those that may offer discounts on cycles and repairs/maintenance;
- Provide details of third party walking and cycling organisations such as 'bikebudi' (www.bikebudi.com), 'walkbudi' (www.walkbudi.com) and 'walkit' (www.walkit.com);
- Provide details of cycling events throughout the year;
- Promote and encourage walking and cycling to work, through events such as 'Bike to Work Day' and 'Bike Week', to heighten awareness;
- Promote cycle groups through <https://www.barnsley.gov.uk/services/tourism-sports-and-leisure/cycling/cycle-clubs-and-events/>; and
- Provide details of the DfT Cycle to Work scheme available at so individuals can request that their employers provide the scheme <http://www.dft.gov.uk/pgr/sustainable/cycling/cycletoworkschemeimplementat5732>

5.2.3 The Travel Plan Co-ordinator shall ensure that the above information is obtained and provided within the Sustainable Travel Leaflet (STL) for each resident. The information shall be updated by the co-ordinator as and when required.

5.2.4 The Travel Plan Co-ordinator shall encourage walking and cycling through providing details of third party walking and cycling organisations such as bikebudi (www.bikebudi.com), 'walkit' (www.walkit.com) and Cycle Streets (www.cyclestreets.net).

5.2.5 The Travel Plan Co-ordinator shall promote and encourage walking and cycling to work, through events such as 'Bike to Work Day' and 'Bike Week' (www.bikeweek.org.uk), to heighten awareness.



5.3 WALKING (TEXT TAKEN FROM NHS CHOICES)

5.3.1 Walking is underrated as a form of exercise but walking is ideal for people of all ages and fitness levels who want to be more active. Regular walking has been shown to reduce the risk of chronic illnesses, such as heart disease, type 2 diabetes, asthma, stroke and some cancers.

5.3.2 The NHS provides a guide at <http://www.nhs.uk/Livewell/getting-started-guides/Pages/getting-started-walking.aspx> the aids novice walkers to increase the amount of walking every day week by week to maximise the health benefits irrespective of age or ability.

5.4 CYCLING (TEXT TAKEN FROM NHS CHOICES)

5.4.1 Regular cycling can help you lose weight, reduce stress and improve your fitness. A great variety of information can be found at <http://www.nhs.uk/Livewell/fitness/Pages/Cycling.aspx>.

5.4.2 Cycling is the third most popular recreational activity in the UK with an estimated 3.1 million people riding a bicycle each month.

- Recommended physical activity levels
- Children under five should do 180 minutes every day.
- Young people (aged 5-18) should do 60 minutes every day.
- Adults (aged 19-64) should do 150 minutes every week.
- Older adults (65 and over) should do 150 minutes every week.

5.4.3 As a form of exercise, cycling has broad appeal. Toddlers, pensioners, the able-bodied or people with disabilities can all enjoy cycling if they have the right equipment. A guide on the purchase of the correct equipment can be found at <http://www.nhs.uk/Livewell/getting-started-guides/Pages/getting-started-cycling.aspx>

5.4.4 Cycling is one of the easiest ways to fit exercise into your daily routine because it's also a form of transport. It saves you money, gets you fit and is good for the environment.

5.4.5 It's a low-impact type of exercise, so it's easier on your joints than running or other high-impact aerobic activities. But it still helps you get into shape. For example, someone who weighs 80kg (12st 9lb) will burn more than 650 calories with an hour's riding, and tone their legs and bottom. If you ride up hills or off-road, you'll also work your upper body.

5.4.6 The best way to build your cardiovascular fitness on the bike is to ride for at least 150 minutes every week. For example, you could cycle to work a few days a week or do a couple of shorter rides during the week with a longer ride at the weekend. You'll soon feel the benefits.

5.4.7 Recommended activity levels can be found at the NHS Choices website



5.5 PUBLIC TRANSPORT

5.5.1 The responsibility for obtaining the most up to date information regarding public transport rests with the Travel Plan Co-ordinator. This package of information will include the following:

- Bus services, routes, destinations, times/frequencies. Realtime bus information available at <https://www.travelsouthyorkshire.com/livedeparturesearch/> will also be promoted to residents;
- Bus stop locations adjacent to the Site;
- Contact details for Travel South Yorkshire, including the website www.travelsouthyorkshire.com , and bus operators;
- Details of the personalised public transport journey planner facility provided at www.yorkshiretravel.net/;
- Promote bus travel smart phone apps including www.firstgroup.com/south-yorkshire/plan-journey/first-travel-apps;
- Bus/Rail promotional offers; and
- Contact details of taxi operators.

5.5.2 The Travel Plan Co-ordinator shall ensure that the above information is obtained and included within the STL for residents. The information shall be updated by the co-ordinator as and when required.

5.6 CAR SHARING

5.6.1 The website <https://liftshare.com/uk/community/southyorkshire> will be promoted by the Travel Plan Co-ordinator to all residents as a database for potential car sharers. This website contains details of people who are living in and working for different companies throughout Barnsley and therefore maximises the opportunity for potential matches to be made.

5.6.2 There are currently no plans to provide a private car share database nested within the <https://liftshare.com/uk/community/southyorkshire> website. However, this is something which could be considered by the site management company in the future if there was sufficient demand based on travel survey results.

5.7 ELECTRIC CAR CHARGING POINTS

5.7.1 All garages/driveways will be provided with electricity points which are capable of charging electric vehicles. The developer will provide an IP65 rated domestic 13amp socket, directly wired to the consumer unit with 32amp cable to an appropriate RDC. This socket should be located where it can later be changed to a 32amp EVCP accessible parking space.

5.7.2 Full details on the location of electric charging points and the best option to install can be found at www.zap-map.com.

5.8 SCHOOL TRAVEL

5.8.1 The responsibility for obtaining the most up to date travel information regarding local schools rests with the Travel Plan Co-ordinator. This package of information will include school location, distance from the Site, appropriate safe pedestrian/cycle routes to the school and details of public transport services.



5.8.2 To encourage sustainable transport to schools the TPC will investigate the possibility of setting up 'Walking Buses' groups.

5.8.3 The TPC will liaise with the BMBC team to encourage cycling to school, scoot to school initiatives and school bus provision for the existing schools as well as walking buses. Information on school buses is available at www.travelsouthyorkshire.com/Brightbus/.

5.9 HOME DELIVERY SERVICES

5.9.1 The Travel Plan Co-ordinator will promote the use of home delivery services including providing details of local grocery stores and providing information on stores which provide home delivery services. This measure will assist in reducing the need to travel for residents of the development.

5.10 FLEXIBLE WORKING PRACTICES

5.10.1 The development will provide the infrastructure/cabling for access to high speed broadband to make it easier for residents to work from home.

5.11 PERSONALISED TRAVEL PLANNING

5.11.1 In addition to the implementation of the measures above the TPC will provide personalised travel planning advice to new residents on initial occupation. This will include supplying all of the available information relating to travel by sustainable modes included in the STL to residents and advising on alternative modes to the private car for a range of trips including journeys to work, journeys to local schools and journeys to other local amenities etc. This will serve to re-enforce the objectives of the Travel Plan and raise awareness of the alternatives to the private car for a range of trips.



6. Implementation / Communication

6.1 INTRODUCTION

6.1.1 This Travel Plan sets out the travel management obligations on the Travel Plan Co-ordinator.

6.1.2 The Travel Plan clarifies the role of the co-ordinator and sets out their responsibilities in terms of ensuring that the series of measures and initiatives identified, that will help to reduce the reliance on the private car, are delivered.

6.2 QUESTIONNAIRE SURVEY

6.2.1 A critical element of the information gathering exercise for the Travel Plan is to carry out a questionnaire survey of the residents. This will provide details of individual circumstances, travel patterns and preferences etc. The survey also increases the residents' awareness of travel issues.

6.2.2 A full travel survey of all residents will take place one year after first occupation of the development.

6.2.3 Prior to undertaking the survey the Travel Plan Co-ordinator will seek agreement with BMBC on a travel survey questionnaire for the site. The use of a standard travel survey questionnaire will simplify the production of the future monitoring reports.

6.2.4 The survey is likely to include details of work locations as well as means of travel for residents and visitors to/from the Site, opinions on alternative modes of transport and journey times, travel costs, travel patterns and travel preferences. Measures most likely to encourage non-car transport usage and car sharing are also to be incorporated.

6.2.5 The Travel Plan Co-ordinator shall collate the results of the survey and forward the information to BMBC within 6 weeks of the surveys being undertaken. Within 3 months of the date of the survey the co-ordinator shall seek to agree the following Travel Plan items with BMBC prior to implementation:

- Any revised site specific measures to reduce the numbers of car-borne trips; and
- Any revisions to the modal split targets for the residents as a result of carrying out the baseline survey.

6.3 IMPLEMENTATION

6.3.1 This TP clarifies the role of the co-ordinator and sets out their responsibilities in terms of ensuring that the series of measures and initiatives identified are delivered in order to help reduce the reliance on the private car, and achieve the target mode share of less than 56.51% of residents accessing the site by single occupancy vehicle.

6.3.2 An action plan will be developed to set out a clear plan for the implementation of the Travel Plan measures. This section summarises the proposed measures to influence travel behaviour, and sets out a schedule for their implementation in the following tables:



Table 6.1 Pedestrian/Cycle/Motorcycle Measures

Measures	Guideline Timescale	Priority	Reasoning/ Comments	Deliverability and Responsibility
Provision of Pedestrian Refuge to the south of the site access	On occupation	High	To encourage Public Transport Trips	High level of deliverability.
Provision of new formal crossing across Wakefield Road to the north of the Wakefield Road roundabout	On occupation	High	To encourage pedestrians	High level of deliverability.
Provision of Pedestrian Connections	Determined through phasing plan	High	To encourage pedestrians/cyclists	High level of deliverability. Developer to Implement
Provision of local cycle maps and public transport information in induction packs & Developer website	On occupation	High	To encourage cyclists and public transport users by raising awareness of travel options	High level of deliverability. TP Co-ordinator to provide, and maintain information
TPC to promote health and financial benefits of walking and cycling in induction packs	On occupation	High	To encourage pedestrians/cyclists	High level of deliverability. Promotion by TP Co-ordinator
Promote Walkit, BikeBUDi	On occupation	High	To encourage pedestrians/cyclists	High level of deliverability. Promotion by TP Co-ordinator
Details of Local Cycle shops to be provided	On occupation	High	To encourage pedestrians/cyclists	High level of deliverability. Promotion by TP Co-ordinator
The TPC shall encourage events such as Bike Week (www.bikeweek.org.uk)	6-8 weeks prior to event	High	To encourage pedestrians/cyclist	High level of deliverability by TPC
Provide Personalised Travel Planning	On occupation and as required	High	To encourage pedestrians/cyclists	High level of deliverability. Promotion by TP Co-ordinator



Table 6.2 Car Share/Car Club Measures

Measures	Guideline Timescale	Priority	Reasoning/ Comments	Deliverability and Responsibility
Promote car share database	On occupation	High	To increase use of the car sharing database	High level of deliverability and implementation. TPC to implement
Electric Charging Points on all driveways/ garages	Prior to occupation	High	To reduce vehicle emissions	High level of deliverability. Developer to Implement
Carry out travel surveys	On occupation	High	To establish residents that would consider car sharing	High level of deliverability. Implementation TPC

Table 6.3 Public Transport Measures

Measures	Guideline Timescale	Priority	Reasoning/ Comments	Deliverability and Responsibility
Provide up to date public transport information, bus route maps, stop locations, public transport promotions.	On occupation	High	Lack of information can be a barrier to using public transport.	High level of deliverability. TPC to arrange.

6.4 COMMUNICATION

6.4.1 When raising awareness of the Travel Plan, consideration should be given to different groups that should be targeted i.e. as an initiative; fliers may be provided on buses for bus users or on car windscreens for car drivers to raise awareness.

6.5 PUBLICITY MATERIAL WILL INCLUDE THE FOLLOWING:

- Details of the site's accessibility by sustainable modes on the development;
- The development website will also include links to relevant twitter feeds that have regular daily travel updates;
- Providing details of the site's accessibility by sustainable modes within any newsletters;
- Ensuring that a copy of the Travel Plan is available to all residents;
- Leaflets on sustainable travel to be displayed in the sales office / show home;
- Cycle route and bus timetable information in induction packs; and
- A travel plan email/newsletter – for example a leaflet detailing the launch of a new measure, the advantages of this and who to contact to find out more.

6.5.1 When developing the marketing strategy it is often useful to identify which of the above media would be most effective at different stages of implementation and identify the timescale and who will be responsible for developing each.



6.6 MAINTAINING INTEREST

6.6.1 In order for the TP co-ordinator to maintain interest in the Travel Plan there are a few key points that will help assist in ensuring that people are not discouraged. These are as follows:

- Ensure that measures implemented work, this will maintain confidence in the Travel Plan;
- Ensure that there is regular communication to keep the Travel Plan in people's minds;
- Easily contactable assistance will be available to seek to solve any problems they have in changing mode;
- Make sure information provided to staff is always up to date; and
- Develop a successful feedback mechanism.

6.6.2 The developer will be required to fund the Travel Plan Coordinator role. The travel plan co-ordinator will also be provided with a sufficient budget to implement the measures/actions identified within the Travel Plan.

6.6.3 An annual budget of £100.00 will be made available by the developer for marketing, production of leaflets and a prize draw for the surveys if response rates are not high enough. The funds will be made available on each anniversary of the appointment of the TPC.



7. Monitoring and Review

7.1.1 A successful Travel Plan must have an appropriate monitoring programme that measures success (and failure) and reinvigorates the process where necessary. The initial objective of the travel plan is to achieve a mode split target of less than 56.51% of residents accessing the site by single occupancy vehicle within 3 years of initial occupation.

7.1.2 A critical element of the information gathering exercise for the Travel Plan is to carry out a questionnaire survey of the residents. This will provide details of individual circumstances, travel patterns and preferences etc. The survey also increases the residents' awareness of travel issues. It should be noted that the surveys must also address journeys to school in order to assess if the targets are being met for this journey type.

7.1.3 A full travel survey of all residents will then take place annually one year after first occupation of the development.

7.1.4 Prior to undertaking the survey the Travel Plan Co-ordinator will seek agreement with the BMBC on a standardised travel survey questionnaire for the site.

7.1.5 The survey should include details of work locations as well as means of travel for residents and visitors to/from the site, opinions on alternative modes of transport and journey times, travel costs, travel patterns and travel preferences. It is also necessary that the travel survey collects information regarding journeys to the local schools. Measures most likely to encourage non-car transport usage and car sharing are also to be incorporated.

7.1.6 The Travel Plan Co-ordinator shall collate the results of the survey and forward the information to BMBC within 6 weeks of the surveys being undertaken. Within 3 months of the date of the survey the co-ordinator shall agree the following Travel Plan items with BMBC prior to implementation i.e. an action plan for the next 12 months:

- Any revised specific measures to reduce the numbers of car-borne trips;
- The persons responsible for delivering the changed specific measures;
- The target dates for the implementation of these measures; and
- Any revisions to the modal split targets for the residents as a result of carrying out the baseline survey.

7.1.7 Following the initial surveys on occupation travel surveys will then be carried out on an annual basis.



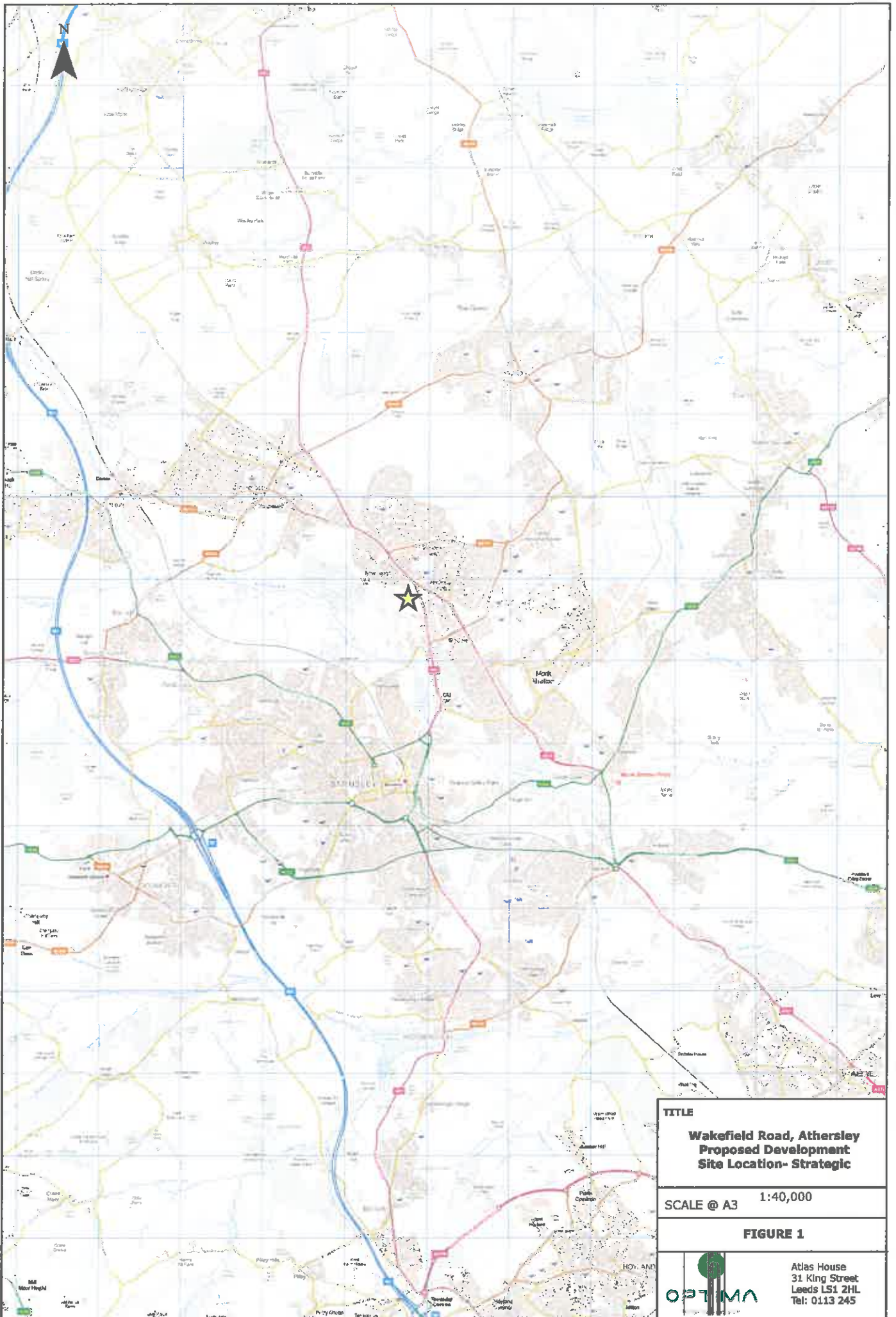
7.1.8 The monitoring report will also review the progress that has been achieved in implementing measures against the modal shift targets over the preceding twelve month period. Any progress made will be reported by the Travel Plan Co-ordinator to the relevant external organisations.. Following the annual monitoring report the Travel Plan will be reviewed as appropriate and any further actions/measures will be identified and implemented to progress and if necessary improve the Travel Plan to meet objectives and targets. This review should be undertaken in consultation with all relevant stakeholders. Potential secondary measures/actions could include the following for which the TPC would be responsible:


- **Arrange for a local cycle store to provide a troubleshooting/maintenance day on selected weekends through the year. Promotion of this through marketing would be coordinated by the TPC;**
- **Seek to arrange a discount for residents at a local cycle store. Promotion of this through marketing would be coordinated by the TPC;**
- **Seek to arrange a discount for residents at a local running/sportswear store to try and increase the number of people walking/running to local services/employment.**



Figures

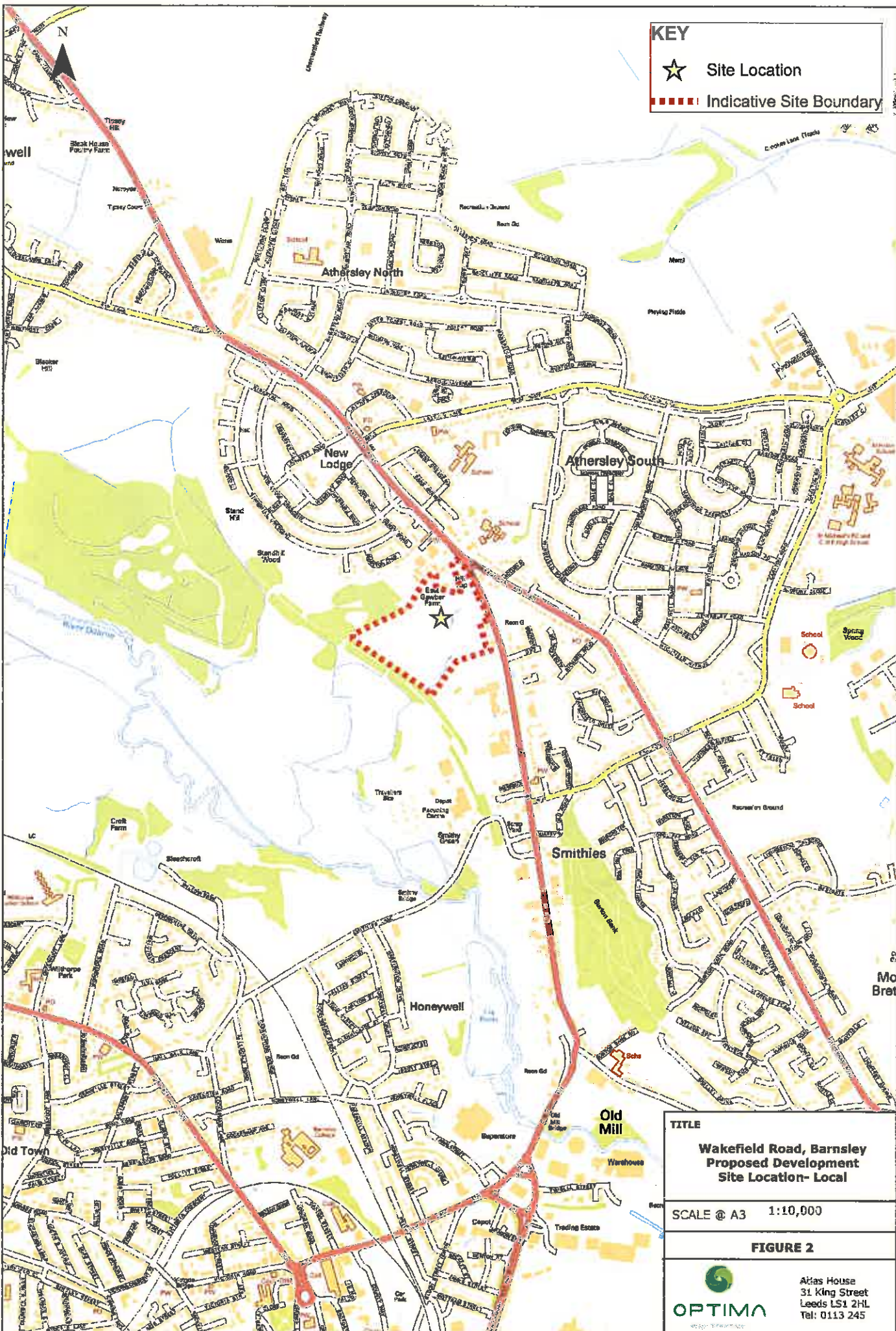





TITLE Wakefield Road, Athersley Proposed Development Site Location- Strategic
SCALE @ A3 1:40,000
FIGURE 1
 Atlas House 31 King Street Leeds LS1 2HL Tel: 0113 245

KEY

- ★ Site Location
- Indicative Site Boundary

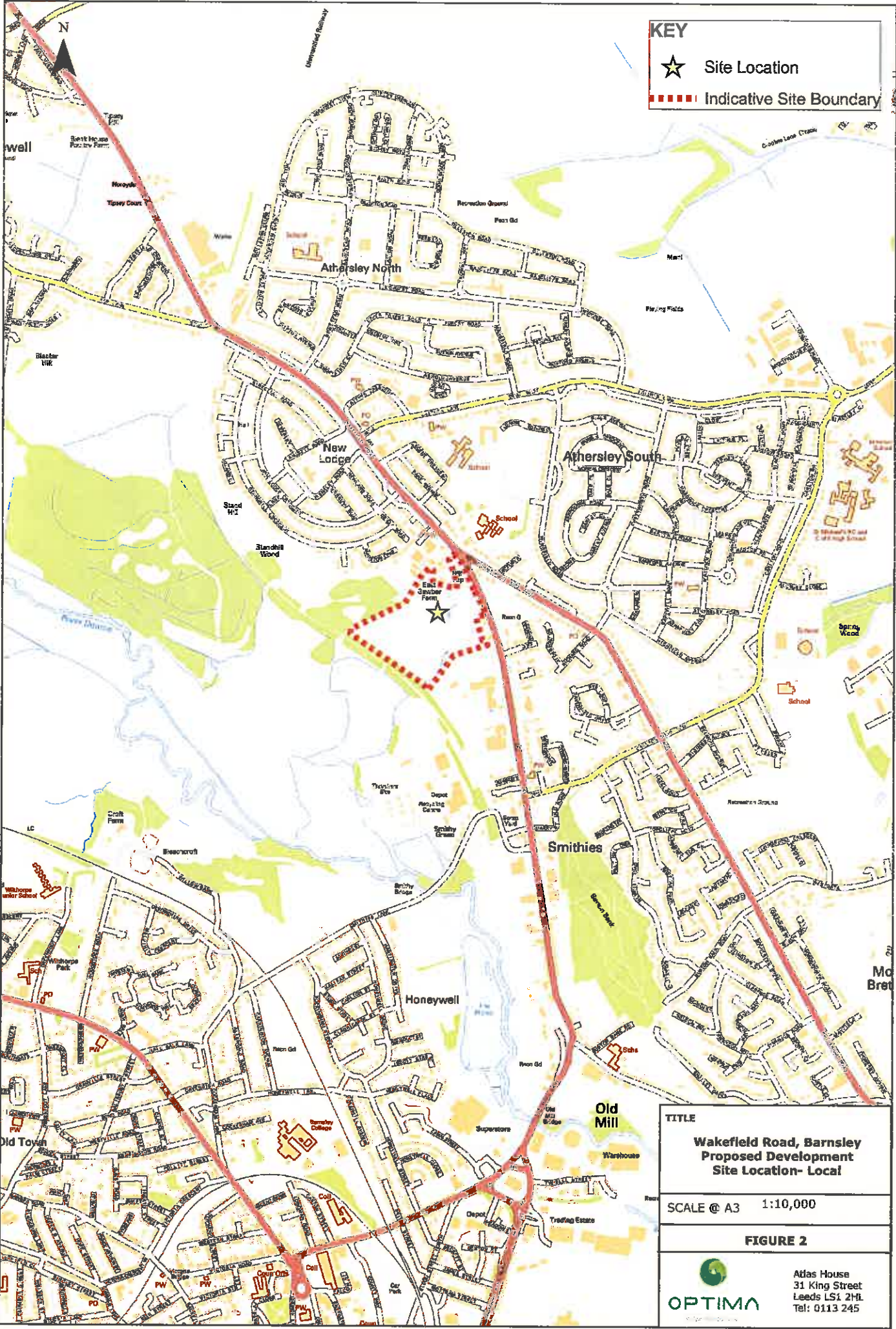


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TITLE	
Wakefield Road, Barnsley Proposed Development Site Location- Local	
SCALE @ A3 1:10,000	
FIGURE 2	
	Atlas House 31 King Street Leeds LS1 2HL Tel: 0113 245

KEY

- ★ Site Location
- Indicative Site Boundary



TITLE
**Wakefield Road, Barnsley
 Proposed Development
 Site Location- Local**

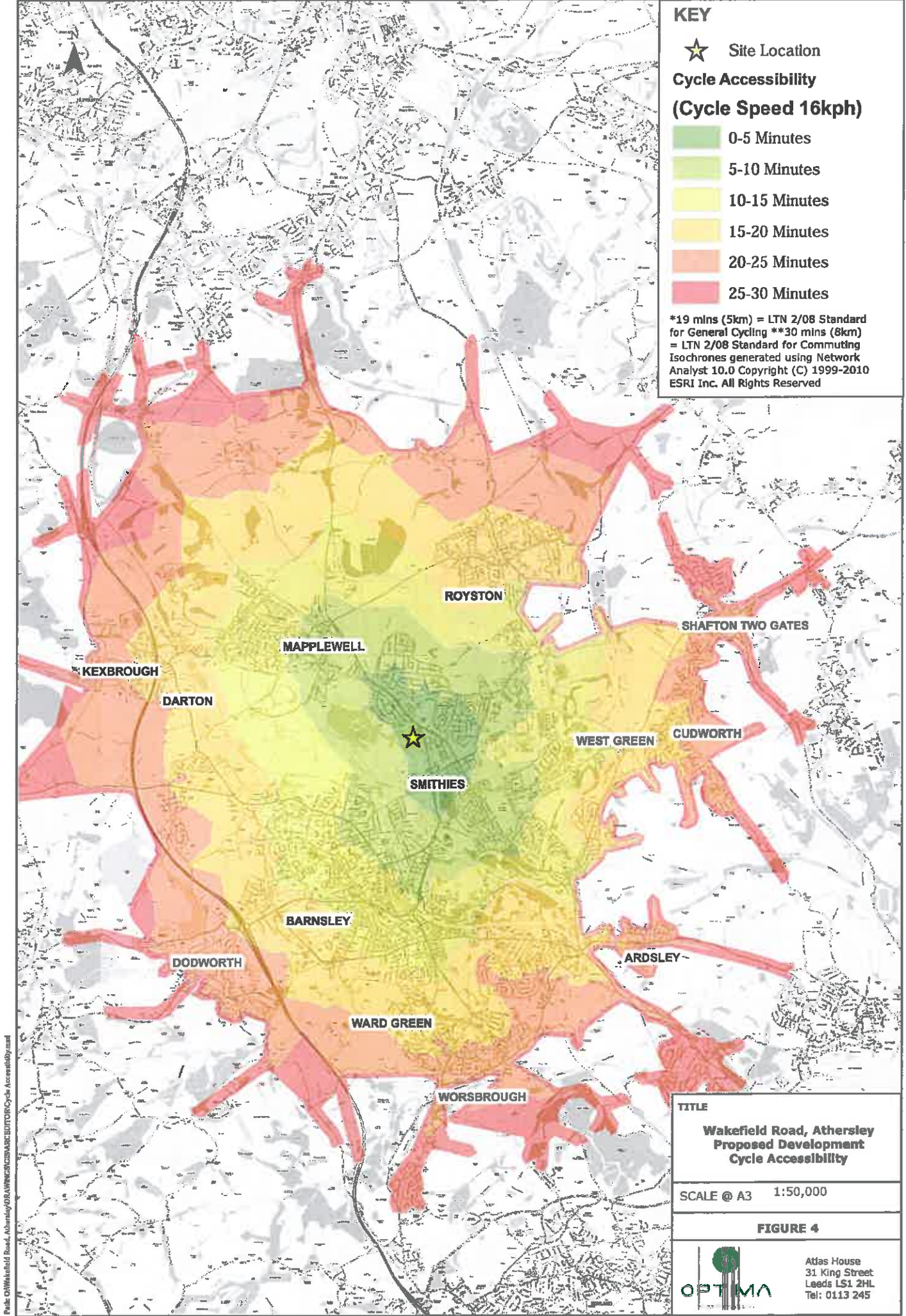
SCALE @ A3 1:10,000

FIGURE 2



Atlas House
 31 King Street
 Leeds LS1 2HL
 Tel: 0113 245

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KEY

★ Site Location

**Cycle Accessibility
(Cycle Speed 16kph)**

- 0-5 Minutes
- 5-10 Minutes
- 10-15 Minutes
- 15-20 Minutes
- 20-25 Minutes
- 25-30 Minutes

*19 mins (5km) = LTN 2/08 Standard for General Cycling **30 mins (8km) = LTN 2/08 Standard for Commuting
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TITLE

**Wakefield Road, Athersley
Proposed Development
Cycle Accessibility**

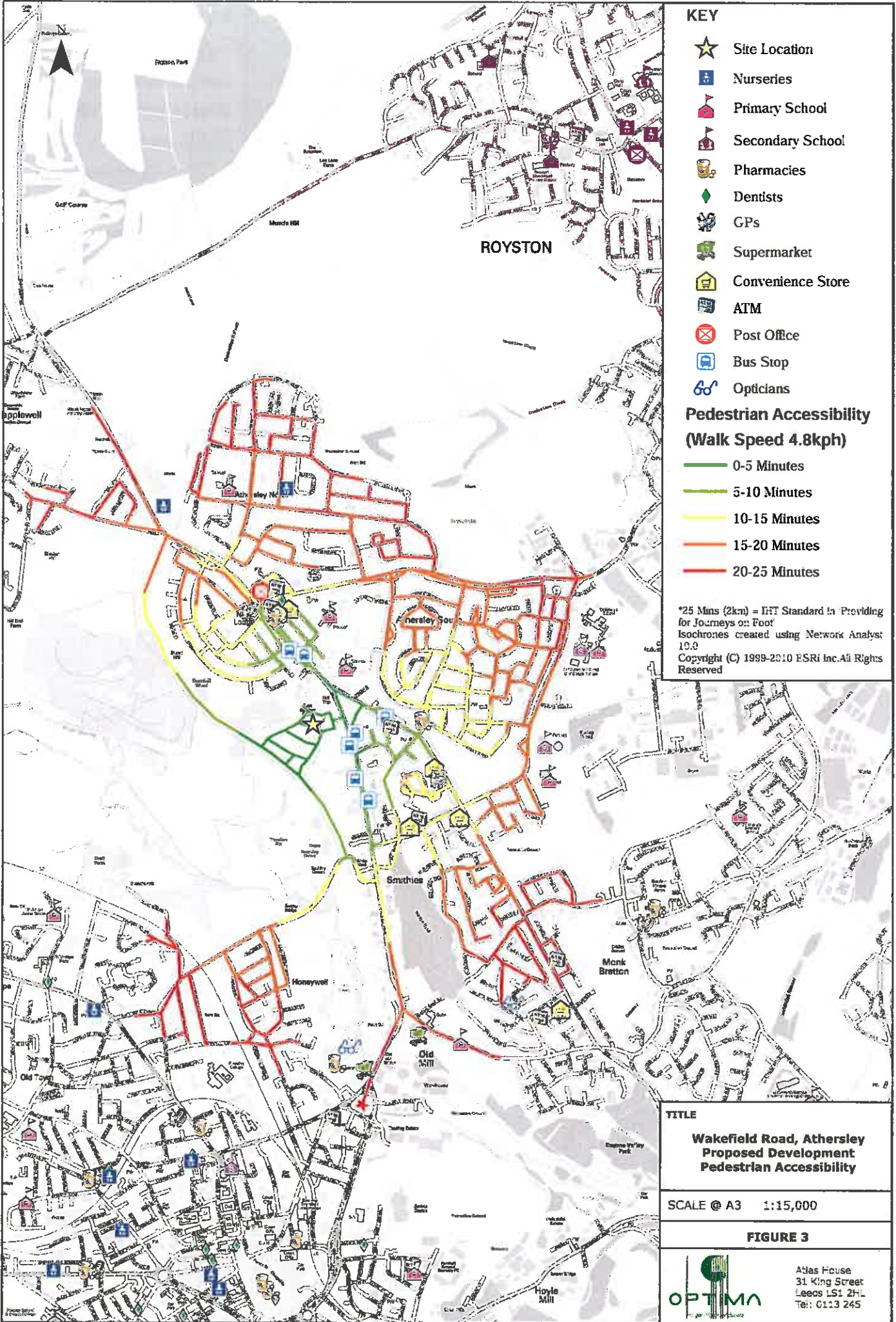
SCALE @ A3 1:50,000

FIGURE 4

OPTIMA

Atlas House
31 King Street
Leeds LS1 2HL
Tel: 0113 245

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Appendices



Appendix A Architects Masterplan



PLAN SHOWS EXISTING CONTOURS AT 1m INTERVALS FOR REFERENCE. PROPOSED LEVELS TO BE CONFIRMED.



GATEWAY OPEN SPACE - RETAINING VIEWS OF EAST CAMBER HALL FROM THE MAIN ROAD JUNCTION

A BAND OF 3 PROPERTIES ALONG WAKEFIELD ROAD TO BE SERVED BY A SHARED PRIVATE DRIVE

EXISTING PRIVATE ACCESS RETAINED TO 10A, 28, 30B

PRIMARY VEHICLE ACCESS POINT ON WAKEFIELD ROAD, APPROXIMATELY 50m SOUTH OF THE EXISTING ACCESS

EXISTING VEGETATION TO BE RETAINED WITHIN OPEN SPACE WHERE PRACTICAL

DWELLING FACING SITE BOUNDARY AND COMMERCIAL USES TO PROVIDE VISUAL SCREENING FROM HIGHWAY

LOCATION OF PLAY SPACE

AREA OF VALLEY LANDFORM CONTAINING WATERCOURSE TO BE RETAINED TO PROVIDE SCREENING, BOUNDING AND ENHANCING EXISTING ECOLOGICAL FEATURES

SUBSTANTIAL TREE BELT TO BE RETAINED TO PROVIDE SCREENING OF DEVELOPMENT AND NEIGHBOURLY COMMERCIAL LAND USES

10m WIDTH WOODLAND BUFFER TO REDUCE VISUAL IMPACT OF DEVELOPMENT FROM THE NORTH AND PROVIDE LOCAL CLIMATE BENEFIT, MITIGATING THE EFFECTS OF URBAN HEAT ISLANDS

STREET PATTERN AND ORGANISATION OF DEVELOPMENT TO PLAN ALONG THE CONTOUR, MINIMISING GRADIENTS AND STEPS IN BUILT FORM ON THE SITE

POTENTIAL COMMERCIAL USES TO BE LOCATED ON FORMER RAILWAY LINE

EXISTING WOODLAND BUFFER WITHIN SITE TO BE RETAINED TO PROVIDE VISUAL SCREENING IN THE LOWER PART OF THE SITE

EXISTING LINK TO OPERATIVE PUBLIC FOOTPATH ROUTE TO BE MAINTAINED ON SITE

FORMERLY HERBERTS FARM WITH RAILWAY ACCESSOR PROVIDES A SUBSTANTIAL SCREEN TO THE LOWER PARTS OF THE SITE

EXISTING POND RETAINED WITHIN OPEN SPACE

CLIENT: JAWWORTH ESTATES
 PROJECT: PH7 9031 03
 SCALE: 1:500
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 06.10.17



03 / ILLUSTRATIVE MASTERPLAN

