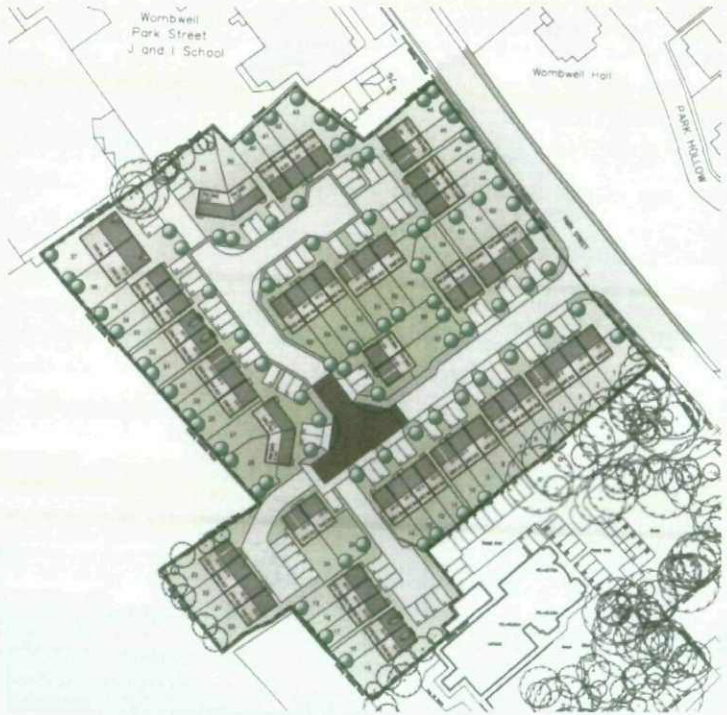
Gladedale (South Yorkshire) Ltd

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Gladedale (South Yorkshire) Ltd

Design and Access Statement



Residential development off Park Street, Wombwell, Barnsley

July 2009

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Gladedale (South Yorkshire) Ltd

Introduction:

Gladedale (South Yorkshire) Ltd have prepared the design and access statement to accompany and support the planning application for detailed planning consent in respect of a residential development for 62 dwellings at land off Park Street, Wombwell, Barnsley.

The design and access statement evaluates the scope and nature of the proposal, the planning history of the site, planning policies, community involvement, and the land use rationale.

This document is to be read along side the other specialised reports submitted with the application.



Site Location:

The site is located at national grid reference SE 404 027, approximately 7km south east of Barnsley town centre and to the south east of Wombwell town centre.

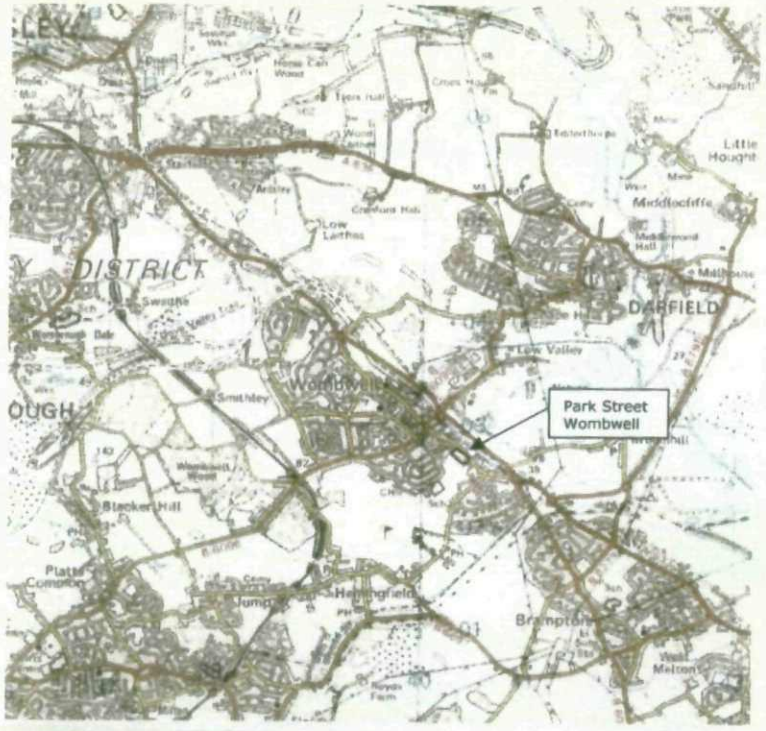
Immediate context:

To the north east of the site is Park Street with Wombwell Hall, and detached residential properties set down from the road served off Park Hollow. The access in to the site is currently taken from Park Street. An unoccupied office building 'The Grange' occupies land to the south east of the application site. This building is under Gladedale ownership but is not part of the application. A tree belt offers a substantial landscape buffer immediately to the south of the site with the recreation fields of Wombwell High School behind. To the south west is the recently constructed car park and associated recreation fields for Wombwell Park Street Primary School. To the north west is the recently formed access road, turning facility and drop off parking zone for Wombwell Park Street Primary School.

Site characteristics and history:

The total site comprises 1.1 hectares of land which slopes down from the south west boundary towards Park Street. The site was previously occupied by two businesses, a former plant service depot and a former fuel filling station.

Both business vacated the site some time ago and demolition of all buildings has been undertaken by Gladedale.



Local facilities:

Wombwell as a settlement has an established community with a population of circa 13,000 and there are numerous facilities within a 2 mile radius of the application site. Please refer to Appendix A which summarises the available facilities and their proximity to the application site.

Planning History/Policy:

The development site has been thoroughly tested against relevant policy via the granting of the detailed planning permission ref: 2006/0008, granted by Barnsley MBC on 30 June 2006. (Please refer to appendix C)

The committee report attached (Please refer to appendix B) further annotates the full extent of previous representations made to the application site.

A Section 106 agreement was completed at the time of the previous approval to make provision for an open space contribution. (Please refer to appendix D)

Given that our revised development solution will also provide 100% social/affordable housing provision in partnership with Chevin Housing Association and the Local Authority it is envisaged that any new S106 obligations attached to any forthcoming Planning Approval would remain in the same context.

Current site status:

The existing consent has been implemented satisfactorily, with all pre commencement conditions discharged and a section of road constructed, therefore making the current planning consent extant.

Due to the unprecedented challenges as a result of the well publicised deterioration of the UK housing market, coupled with the wider constraints of a financial nature, a decision was made by Gladedale to 'mothball' the site prior to the commencement of house building construction activities.
Prior to 'mothballing' the site, all demolition works were completed in the interests of security and health & safety.

Pre application consultation and involvement:

The scheme has been developed following extensive consultation with both Chevin Housing Association, and Barnsley MBC, who have both expressed an affordable need and as such support for the development of this site with social housing.

Due to the currently approved scheme not being satisfactory to our RSL and Local Authority partners in terms of providing the required affordable social housing design and mix solution, the development scheme has been amended/re-evaluated to the form presented for this planning application.

Further to the launch of the HCA's kickstart housing delivery funding package, a Kickstart submission has been transparently manged in partnership with Chevin Housing Association and Barnsley Housing Services to facilitate the procurement and delivery of the scheme.

The scheme presents 62 units through Chevin Housing Association, with 46 delivered on a social rent basis and the remaining 16 being delivered as intermediate rent units.

Although not part of this planning application, Gladedale are retaining the 12 refurb units within the former office building adjacent to the application site, generating a truly mixed tenure development solution.

Barnsley MBC have stated that Wombwell is in desperate need of affordable rented tenure, across a variety and wide ranging product mix. This site will provide a short term solution to this issue, whilst providing a strategic housing solution to the wider locality.

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The proposed development:

Use:

The application site is proposed to seek approval for residential development. The development site will fill the gap left by the vacant former business uses and complete the residential pattern within the settlement envelope.

Amount:

The scheme as proposed is shown on the application site layout drawing ref: 2361.1/01 and consists of a mix of 2 no bungalows, 20 no semi detached houses and 40 terraced town houses. The mix and range of dwelling styles is aimed at achieving an appropriate urban form and character as well as meeting density requirements of PPG3 and the regional special strategy. As such it represents an efficient re-use of previously developed land, in keeping with its neighbouring residential land uses.

Density:

The site area is 1.1 Hectares with a proposal for 62 dwellings equating to a density of 56 dwellings per Hectare. There are no un developable areas to deduct on this site giving a relatively high density ratio.

Scale:

The site will accommodate a range of 1 and 2 storey dwellings appropriate for the area and it can be considered that the height and layout design will have no significant effect or overshadowing of the neighbouring properties due to the siting and orientation of the proposed dwellings.

Layout:

The scheme proposes a development of 2 no bungalows and 60 town houses which are laid out in such a way to achieve the following design objectives:-

- Inward facing development creating an internal sense of space and purpose within the site.
- Overlooking of car parking spaces.
- Areas of individual character created within the site by use of cul de sacs and dwelling types.
- Orientation of properties to work with constraints of site gradients.
- Respecting the existing street patterns and character of the surrounding residential area, using semi detached and terraced properties.
- Focal points created at the main internal junctions within the site utilising splayed corner house types at radius points

Landscaping:

As the site is currently devoid of any significant landscaping features of any value, it is important to provide a new scheme of tree and shrub planting as part of the development scheme to enhance the landscaping impact. Please refer to the Landscaping Layout drawing reference 2361.1/11 in the application documents for full design and specification details.

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Appearance:

Material choice will reflect the local vernacular with a predominant use of brick and interlocking concrete tile roofing. Fenestration will be presented with PVCu casement windows, art stone heads and cills, clipped eaves with stone corbels, contrasting brick detail, traditional door canopies, white PVCu rainwater goods.

Access:

The access to the site is from Park Street in the form of a traditional 5.5m wide road with 2m footways. This then serves a mews court cul de sac which defines a more informal estate layout.

All principal entrance approaches will comply with Part M of the Building Regulations.

Surface finish will be provided which aid pedestrian mobility, incorporating contrast in colour and texture to denote hazards and aid comprehension.

Parking:

The parking arrangements for the site have been designed to provide in curtilage parking which is overlooked by residents.

The development has provided for a total of 70 parking spaces which equate to an average of 1.1 per dwelling.



Example of similar product appearance

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Code for sustainable Homes:

The proposal for the application site is to achieve a code assessment rating of 3. Apendix E demonstrates Gladedale's strategy for achieving the code for sustainable homes.

Crime Prevention:

The application site shall incorporate measures to minimise the risk of crime and meet any specific security needs. Through negotiation with the police liaison officer for the area, the scheme will incorporate the correct level of physical security and defensible space. Consideration has been given to access arrangements, surveillance, boundary treatment and physical security measures.

Conclusion:

The layout and design principles of the proposal have evolved following careful assessment of the character and structure of the site itself and surrounding area. The scheme will provide a suitable balance of density, mix of accommodation and will reflect the local character.

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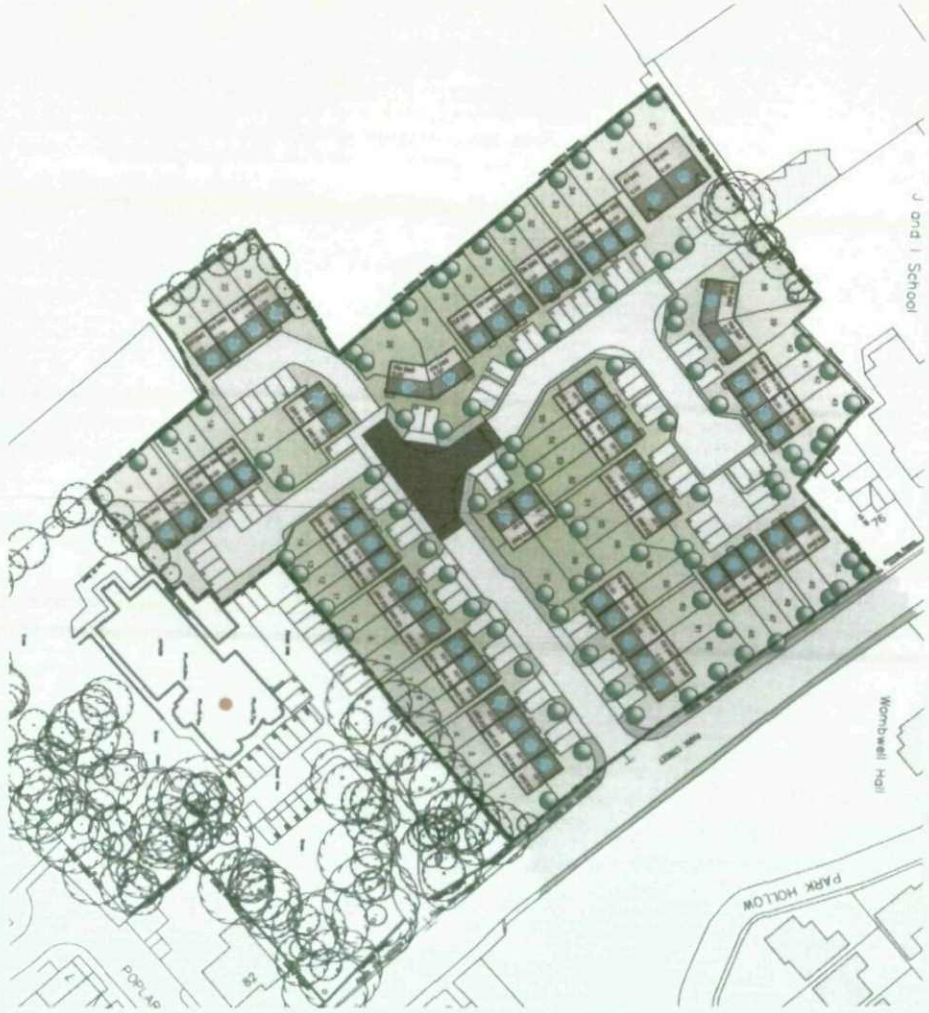
Development Proposal Layout:

- Gladedale

1B - 1 Bed Apartment	2
2B - 2 Bed Apartment	10
Total	12

- Chevin Housing

Site Area Check - 11040sqm	
As - (Aspen) - 2 Bedroom 3 person @ 670sqft / 62.3sqm	26
Al - Alder- 2 Bedroom 3 person bungalow @ 726sqft / 67.4sqm	2
Cd - (Cedar) - 3 bed 4 person @773sqft / 72.0sqm	26
Hw - (Hawthorne) - 3 Bedroom 5 person @ 883sqft / 82.1sqm	4
Oa - (Oak) - 4 Bedroom 6 person @ 1130sqft / 105.0sqm	4
Total	62
Average per dwelling - 758sqft / 70.5sqm	
Total - 47022 sqft / 4370 sqm	



Appendices:

Appendix A	Summary of local facilities.
Appendix B	Previous planning application committee report
Appendix C	Previous planning permission notice
Appendix D	Previous Section 106 agreement
Appendix E	Gladedale's strategy for achieving the code for sustainable homes.

Appendix A Summary of local facilities.

Kickstart Housing Delivery Programme
Bidders Submission Checklist
Section 6.2
Building for Life Assessment
Design and Access Statement Local Research

Park Street Wombwell. S73 0HS
Up My Street – Ref: http://www.upmystreet.com/findmynearest/shopping-categories-in-s73-0hs.html - 30/07/09

1	Kindergarten/Crèche	Jumping Jacs, Summer Lane	0.61 miles	Nursery
		Stepping Stones Childcare Centre, Newsome Avenue.	0.83 miles	Childcare Centre
		Nicola Tillotson, Glenville Close	2.59 miles	Childminder
2	Primary School	St Michael & All Angels Catholic Primary School, Stoneyford Road.	0.65 miles	Primary
		Brampton Cortonwood Infant School, Chapel Avenue	0.81 miles	Infant
		Wombwell Oakfield Junior School, Hough Lane	0.44 miles	Junior
3	Secondary School	Wombwell High School, Roebuck Street	0.22 miles	Secondary
		Elmhurst High School, Ardsley Road	2.50 miles	Secondary

4	Children's Play Area	Wombwell Park	0.67 miles	Public Park
5	G.P. Surgery	Dr. A R Bell, Park Street Wombwell Clinic, Summer Lane	0.20 miles 0.87 miles	GP Surgery Health Centre
6	Shop	Brampton Stores, Becknoll Road Co-op, Snape Hill Road Darfield Food Market, Snape Hill Road	0.85 miles 0.97 miles 0.97 miles	
7	Pub/Restaurant/Cafe	Wombwell Curry House, High Street The Last Orders, Park Street Eaters Delight, Unit 1 Nu-Well Shopping Mall	0.35 miles 0.0 miles (adjacent to site) 0.33 miles	Restaurant Public House/Eatery Cafe
8	Community Centre, Place of Worship/Similar	Cortonwood Comeback Community Centre, Chapel Avenue St Michael & All Angels RC Church, Park Street Wombwell Library, Station Road	0.76 miles 0.12 miles 0.26 miles	Community Centre Worship Books, IAG, community services.
9	Train/Bus/Tram	Wombwell Train Station Stagecoach Bus # 222 (every half hour)	1.2 miles 0.00 miles	Train Bus

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Gladedale (South Yorkshire) Ltd

Appendix B Previous planning application committee report

TLE - 05.

20 Development shall not commence until details of all areas for the parking of all employees' vehicles, the storage of building materials and plant have been submitted and approved in writing by the Local Planning Authority, and such areas shall be retained for the entire construction period.
Reason: In the interest of road safety.

21 Vehicular and pedestrian gradients within the site shall not exceed 1:12.
Reason: To ensure safe and adequate access.

22 All redundant vehicular footway crossings shall be reinstated as kerb/verge/footway prior to the development being brought into use.
Reason: In the interest of road safety.

23 No dwelling shall be occupied until a 1 year travel master pass has been provided to the first occupier of each such dwelling in accordance with details to be submitted to and agreed in writing with the Local Planning Authority.
Reason: In the interests of reducing the need for car travel to and from the site in accordance with UDP policy T2 and national planning guidance contained in PPG13.

2006/0008
Ben Bailey Homes Ltd
Erection of 51 dwellings and conversion of 'The Grange' into 12 apartments.
Land off Park Street (MP Burke site and The Grange)
Wombwell, Barnsley. (between 76-82 Park Street)

Site Description

This site is known locally as the MP Burke site and includes the former contractors depot, a petrol filling station (disused) and the Grange, offices used in connection with the MP Burke use. The site contains a number of workshop buildings, mature (and protected trees) a bungalow and an extensive area of hardstanding. It occupies a prominent position in Park Street.

Proposal

This is a full application which seeks planning permission to:-

a) Redevelop the petrol filling station and MP Burke site for residential and
b) Convert the Grange into 12 residential apartments

The redevelopment part of the scheme involves the demolition of the petrol filling station canopy, kiosk and associated structures and all the buildings on the MP Burke site – four workshops, an office, a bungalow and detached garage. The site will be remediated and developed for 51 dwellings comprising a mix of apartments, townhouses and detached housing, with a mix of garages and parking spaces to serve this part of the development.

The Grange itself will be converted without extensions or substantial external alterations and includes parking for 26 cars.

Policy Context

The site lies within a Housing Policy Area.

UDP Policy H8A – residential developments will be permitted where they would not result in harm to the local environment or the amenities of existing residents, create traffic problems or prejudice the possible future development of a larger area of land.

UDP Policy GS22A – mature trees should be retained.

UDP Policy T2A – developments should incorporate satisfactory access and road loyouts.

SPG2 gives more guidance on residential development.

SPG9 gives further guidance on trees.

SPG32 gives further guidance on parking

Representations

Four local residents are concerned that:-

- The development and construction of the development will result in increased traffic and Park Street is already a busy road.
- Existing tree must be protected

Consutlations

The Transportation section do not object subject to conditions.

The Drainage section do not object.

Yorkshire Water have given consent to connect to the exisitng public foul and surface water sewers in Park Street on the basis they are separate and that a storage tank is used to regulate the flow of surface water into the sewer.

The Contaminated Land Officer does not object provided the site is remediated.

Neighbourhood Services do no object.

Assessment

Material Considerations
Principle of development
Highway safety
Residential amenity
Design and layout
Loss of trees
Public open space

Principle of development – The site lies within a Housing Policy Area wherein residential development is acceptable in principle subject to the criteria in UDP policy H8A. These proposals represent an opportunity to redevelop a brownfield site in a location well served by public transport, commercial and commuting facilities.

Highway safety – The site is authorised for commercial purposes and there is a history of high levels of use by HGV's. Park Street is a busy through road and the proposals are considered to be of benefit to highway safety in that HGV use will be reduced. The proposals also provide the opportunity to close off the pertol station accesses and widen the footway across the frontage and generally rationalize and improve upon the current access arrangements.

Residential amenity – The proposals provide adequate separation between the new development and existing dwellings in accordance with UDP Policy H8A and SPG2.

Design and Layout – The proposals involves the loss of one protected tree in order to widen the footway and some lesser specimens within the centre of the site, necessary to improve access. The main groups of trees, around the Grange are retained.

The layout does not include any public open space. Accordingly the developers are proposing to make a financial contribution in lieu (the sum of £63,234) to finance improvements to existing Public Open Spaces.

Recommendation

That planning permission be granted subject to the satisfactory completion of a Section 106 Agreement in respect of the financial contribution of £67,234 to finance improvements to existing public open space within the Wombwell Area and subject to the following conditions.

Grant Subject to:-

1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.
Reason: In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.

2 The development hereby approved shall be carried out strictly in accordance with the plans and specifications as approved unless prior written consent has been given by the Local Planning Authority to any variation:
Reason: In the interests of the visual amenities of the locality and in accordance with UDP Policy BE6, Design Standards.

3 The development hereby approved shall be carried out in strict accordance with the amended plans and specifications that follow unless prior written consent has been given by the Local Planning Authority to any minor variation:

Site Layout 2361/01 Rev C received 24 March 2006
Sewer Layout received 2361/PSL received 26 January 2006
1.8m High Screen Fence (2005 specification) received 27 February 2006
1.8m High Pier and Panel Wall with Fence (2005 specification) received 27 February 2006
Landscape Layout 2361/11 Rev A received 24 March 2006
Reason: For the avoidance of doubt as amendments have been submitted during the course of processing the application and in accordance with UDP Policy BE6, Design Standards.

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

5 The development shall proceed in accordance with the approved proposed ground levels, finished floor levels of all dwellings and associated structures and road levels as shown on drawing number 2361/SECTION.
Reason: To safeguard the amenities of the residents of 76 Park Street in accordance with UDP Policy H8A and SPG2.

6 Prior to the commencement of development, report endorsed by a competent engineer experienced in ground contamination, shall be submitted to the local Planning Authority for approval. The reports shall, amongst other matters, address the following:-

1. Detailed Quantified Risk Assessment regarding both human and controlled water receptors, to assess the exposure risks to the contamination that exist on the site.
2. Remediation Method Statement to show how the remediation objectives will be achieved.
3. The subsequent validation that the site has been satisfactorily remediated and that the development of the site can be safely undertaken and occupied.

The development shall thereafter be undertaken in full accordance with the submitted reports.
Reason: To protect the environment and ensure the site is suitable for the proposed use.

7 Prior to the commencement of any development details of how the surface water discharges to the public sewer will be restricted to the level of run-off (i.e same point(s) and rate(s) of discharge from the previous use of the site) will be submitted to and approved by the Local Planning Authority.
Reason: To demonstrate that the site can be suitably drained.

8 The site shall be developed with separate systems of drainage for foul and surface water.
Reason: In the interests of satisfactory drainage.

9 A detailed management plan for the landscaped areas around the Grange and details of the management company who will maintain the areas shall be submitted to and approved by the Local Planning Authority prior to the occupation of any of the Grange apartments.
Reason: To ensure the maintenance of open space within the site.

10 The boundary treatment shown on the approved plans shall be completed before any adjacent buildings are occupied. Development shall be carried out in accordance with the approved details and shall thereafter be retained.
Reason: In the interests of the visual amenities of the locality and the amenities of occupiers of adjoining property and in accordance with U.D.P. Policy BE6, Design Standards.

11 No hedges or trees on the site (except those shown to be removed on the approved plan), or their branches or roots, shall be lopped, topped, felled, or severed.
Reason: To safeguard existing trees/hedges, in the interests of the visual amenities of the locality and in accordance with UDP Policies GS22, Woodland, Hedgerows and Trees and GS22A.

12 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which die within a period of 5 years from the completion of the development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with other of similar size and species, unless the Local Planning Authority give written consent to any variation.
Reason: In the interests of the visual amenities of the locality.

13 Prior to the commencement of development, existing trees on site (except those shown to be removed on the approved plan) shall be protected by a chestnut pale and scaffold fence erected around the trees' canopies to British Standard 5837. Thereafter no excavations, tipping or storage of materials shall take place within the fenced area.
Reason: To safeguard existing trees, in the interests of the visual amenity.

2006/0157
Milbury Care Services
Change of use to a residential care home and alterations to elevations.
Redbrook House, Redbrook Road, Gawber, Barnsley

Site Description

Redbrook House is a large simi-detached stone built property set within extensive landscaped grounds. The property and its grounds are on the edge of the settlements of Gawber and Redbrook, however, to the front of the site is an area of land which has recently been granted planning permission for 5 dwellings and 57 residential apartments.

To the rear of the site is Redbrook Farm, this is a working farm, with a number of associated agricultural buildings located to the south of Redbrook House. The farmhouse itself adjoins the application property on the south elevation.

Proposal

The application is for the change of use of the existing dwelling to a residential care home and minor alterations to the external appearance of property.

It is proposed to accommodate 7 residents within the property, these residents will be aged between 18-65 and have some form of learning difficulty. The residents will each have their own private bedroom with en-suite facilities. The communal facilities will include a lounge, and a dining/kitchen on the ground floor, together with a laundry compartment. Also on the ground floor is a small office, which will be used by the care staff.

Policy

UDP – Green Belt

Policy GS8A relates to the change of use or alteration or extension of existing buildings within the Green Belt, subject to criteria.

Policy H5B states that planning permission will be granted for residential care and supported living schemes in residential areas provided that:

a) Satisfactory parking and manoeuvring space is available
b) Adequate amenity space is provided
c) The amenitiy of neighbouring properties and the wider locality is not adversely affected
d) Proposals for the conversion of properties or extensions to existing homes do not adversely affect the appearance or character of the building, harm the character of the area or consitiute overdevelopment

Appendix C Previous planning permission notice

BARNSLEY
Metropolitan Borough Council

07 JUL 2006

GRANT OF PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO. 2006/0008

To Ben Bailey Homes Ltd
Elizabeth House
Cliff Street
Mexborough
S Yorks
S64 9HQ

DESCRIPTION Erection of 51 dwellings and conversion of 'The Grange' into 12 apartments.
LOCATION Land off Park Street (MP Burke site and The Grange), Wombwell, Barnsley, S Yorks, (between 76-82 Park Street)

Permission is granted for the proposals which were the subject of the Application and Plans registered by the Council on 04 January 2006 and described above.

The approval is subject on compliance with the following conditions:

1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.
Reason: In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.

2 The development hereby approved shall be carried out strictly in accordance with the plans and specifications as approved unless prior written consent has been given by the Local Planning Authority to any variation:
Reason: In the interests of the visual amenities of the locality and in accordance with UDP Policy BE6, Design Standards.

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

Signed
Assistant Director, Planning and Transportation

Dated 30 June 2006

Planning and Transportation Service
Central Offices, Kendray Street, Barnsley. S70 2TN
Telephone: 01226 - 772600
Fax: 01226 - 772599

3 The development hereby approved shall be carried out in strict accordance with the amended plans and specifications that follow unless prior written consent has been given by the Local Planning Authority to any minor variation:

Site Layout 2361/01 Rev C received 24 March 2006
Sewer Layout received 2361/PSL received 26 January 2006
1.8m High Screen Fence (2005 specification) received 27 February 2006
1.8m High Pier and Panel Wall with Fence (2005 specification) received 27 February 2006
Landscape Layout 2361/11 Rev A received 24 March 2006
Reason: For the avoidance of doubt as amendments have been submitted during the course of processing the application and in accordance with UDP Policy BE6, Design Standards.

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

5 The development shall proceed in accordance with the approved proposed ground levels, finished floor levels of all dwellings and associated structures and road levels as shown on drawing number 2361/SECTION.
Reason: To safeguard the amenities of the residents of 76 Park Street in accordance with UDP Policy H8A and SPG2.

6 Prior to the commencement of development, report endorsed by a competent engineer experienced in ground contamination, shall be submitted to the local Planning Authority for approval. The reports shall, amongst other matters, address the following:-

1. Detailed Quantified Risk Assessment regarding both human and controlled water receptors, to assess the exposure risks to the contamination that exist on the site.
2. Remediation Method Statement to show how the remediation objectives will be achieved.
3. The subsequent validation that the site has been satisfactorily remediated and that the development of the site can be safely undertaken and occupied.
The development shall thereafter be undertaken in full accordance with the submitted reports.
Reason: To protect the environment and ensure the site is suitable for the proposed use.

7 Prior to the commencement of any development details of how the surface water discharges to the public sewer will be restricted to the level of run-off (i.e same point(s) and rate(s) of discharge from the previous use of the site) will be submitted to and approved by the Local Planning Authority.
Reason: To demonstrate that the site can be suitably drained.

8 The site shall be developed with separate systems of drainage for foul and surface water.
Reason: In the interests of satisfactory drainage.

9 A detailed management plan for the landscaped areas around the Grange and details of the management company who will maintain the areas shall be submitted to and approved by the Local Planning Authority prior to the occupation of any of the Grange apartments.
Reason: To ensure the maintenance of open space within the site.

10 The boundary treatment shown on the approved plans shall be completed before any adjacent buildings are occupied. Development shall be carried out in accordance with the approved details and shall thereafter be retained.
Reason: In the interests of the visual amenities of the locality and the amenities of occupiers of adjoining property and in accordance with U.D.P. Policy BE6, Design Standards.

11 No hedges or trees on the site (except those shown to be removed on the approved plan), or their branches or roots, shall be lopped, topped, felled, or severed.
Reason: To safeguard existing trees/hedges, in the interests of the visual amenities of the locality and in accordance with UDP Policies GS22, Woodland, Hedgerows and Trees and GS22A.

12 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which die within a period of 5 years from the completion of the development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with other of similar size and species, unless the Local Planning Authority give written consent to any variation.
Reason: In the interests of the visual amenities of the locality.

13 Prior to the commencement of development, existing trees on site (except those shown to be removed on the approved plan) shall be protected by a chestnut pale and scaffold fence erected around the trees' canopies to British Standard 5837. Thereafter no excavations, tipping or storage of materials shall take place within the fenced area.
Reason: To safeguard existing trees, in the interests of the visual amenity.

14 All on-site vehicular areas shall be hard surfaced and drained in an approved manner prior to the development being brought into use, to prevent mud/debris from being deposited on the public highway to the detriment of road safety.
Reason: In the interests of road safety.

15 Pedestrian intervisibility splays, having the dimesions 2 m x 2 m, shall be safeguarded at the drive entrance/exit such that there is no obstruction to visibility at a height exceeding 600 mm above the nearside channel level of the adjacent highway.
Reason: In the interests of road safety.

16 The parking/manoeuvring facilities, indicated on the submitted plan, shall be provided prior to the development being brought into use and shall be retained for that sole purpose at all times.
Reason: In the interests of road safety.

17 Visibility splays, having the dimesions 2.4 m x 90 m shall be safeguarded at the junction of Park Street with the access road, such that there is no obstruction to visibility and forming part of the adopted highway.
Reason: In the interests of road safety.

18 Development shall not commence until arrangements have been entered into, to secure such works to mitigate the effect of the development and such works shall be completed prior to the development being brought into use. Such works shall comprise of:-

a) Provision of 2 m wide footway along the entire site frontage
b) Relocation/provision of any necessary street furniture including signs, lighting columns etc
c) Any necessary alterations to drainage
d) Any necessary alterations to lining and Traffic Regulation Orders
Reason: In the interests of road safety.

19 Development shall not commence until details of measures to prevent mud/debris from being deposited to the public highway to the detriment of raod safety, have been submitted to and approved in writing by the Local Planning Authority, and such measures shall be retained for the entire construction period.
Reason: In the interests of road safety.

20 Development shall not commence until details of all areas for the parking of all employees vehicles, the storage of building materials and plant have been submitted and approved in writing by the Local Planning Authority and such facilites shall be retained for the entire construction period.
Reason: In the interests of road safety.

21 Development shall not commence until details of the siting of the sales cabin and parking for staff and customers visiting the site, have been submitted and approved in writing by the Local Planning Authority and such facilities shall be retained for the entire construction period.
Reason: In the interests of road safety.

22 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 ans 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 a shall be completed at the developers expense in accordance with a scheme to be agreed in writing by the Local Planning Authority.
Reason: In the interests of road safety.

23 Vehicular and pedestrian gradients within the site shall not exceed 1:12 to ensure safe and adequate access.
Reason: In the interests of road safety.

24 Development shall not commence until details of the means of access for construction traffic have been submitted to and approved in writing by the Local Planning Authority and such an access shall be retained for the entire construction period.
Reason: In the interests of road safety.

Planning and Transportation Service
Central Offices, Kendray Street, Barnsley. S70 2TN
Telephone: 01226 - 772600
Fax: 01226 - 772599

Informative(s)

1 The decision to grant planning permission has been taken having regard to the policies and proposals in the Barnsley Unitary Development Plan set out below and to all relevant material considerations, including Supplementary Planning Guidance:

UDP Policy H8A - Residential Developments
UDP Policy GS22A - Trees
UDP Policy T2A - Access and road layouts
SPG2 - The Design and Layout of Residential Development
SPG9 - Trees
SPG32 - Parking

The site lies within a Housing Policy Area wherin residential development is acceptable in principle.

The application will secure improvements to the access and also give the Council the opportunity to discontinue the commercial use of the site.

The proposals provide adequate separation between the new development and existing dwellings in accordance with UDP Policy H8A and SPG2.

The overall design and layout is acceptable.

The proposals provide sufficient separation from the protected trees.

This informative is only intended as a summary of the reason for granting planning permission. For further details on the decision please refer to the application file, by contacting 01226 772593.

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Telephone: 01226 - 772600
Fax: 01226 - 772599

NOTES:-

Appeals to the Secretary of State

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

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

Purchase Notices

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

Compensation

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

Planning and Transportation Service
Central Offices, Kendray Street, Barnsley. S70 2TN
Telephone: 01226 - 772600
Fax: 01226 - 772599

Appendix D Previous Section 106 agreement

BARNSLEY
Metropolitan Borough Council

DATED 28th June 2006

(1) BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

(2) BEN BAILEY HOMES LIMITED

and

(3) MARTYN PATRICK BURKE

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990 (as amended) relating to land and buildings on the south western side of Park Street, Wombwell, Barnsley in the County of South Yorkshire

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

THIS DEED OF AGREEMENT is made the 28th day of June two thousand and six

BETWEEN

(1) BARNSLEY METROPOLITAN BOROUGH COUNCIL of Town Hall Barnsley South Yorkshire S70 2TA ("the Council") of the first part and

(2) **BEN BAILEY HOMES LIMITED** (company registration number 1043597) of *Elizabeth House, Cliff Street, Mexborough, South Yorkshire S64 9HQ ("the* Developer") of the second part and

(3) **MARTYN PATRICK BURKE** of Britannia House 29 Regent Court PO Box 30497 SMB Cayman Islands BWI ("the Owner") of the third part

RECITALS

(1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Site is situated and is the authority by whom the obligations contained in this Agreement are enforceable.

(2) The Owner has the freehold interests in the Site registered at HM Land Registry under Title Number SYK504157 and Title Number SYK504300 respectively.

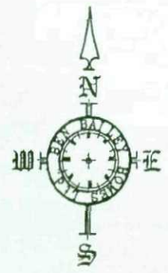
(3) The Developer has the benefit of the Development Agreement for the purchase of the Property.

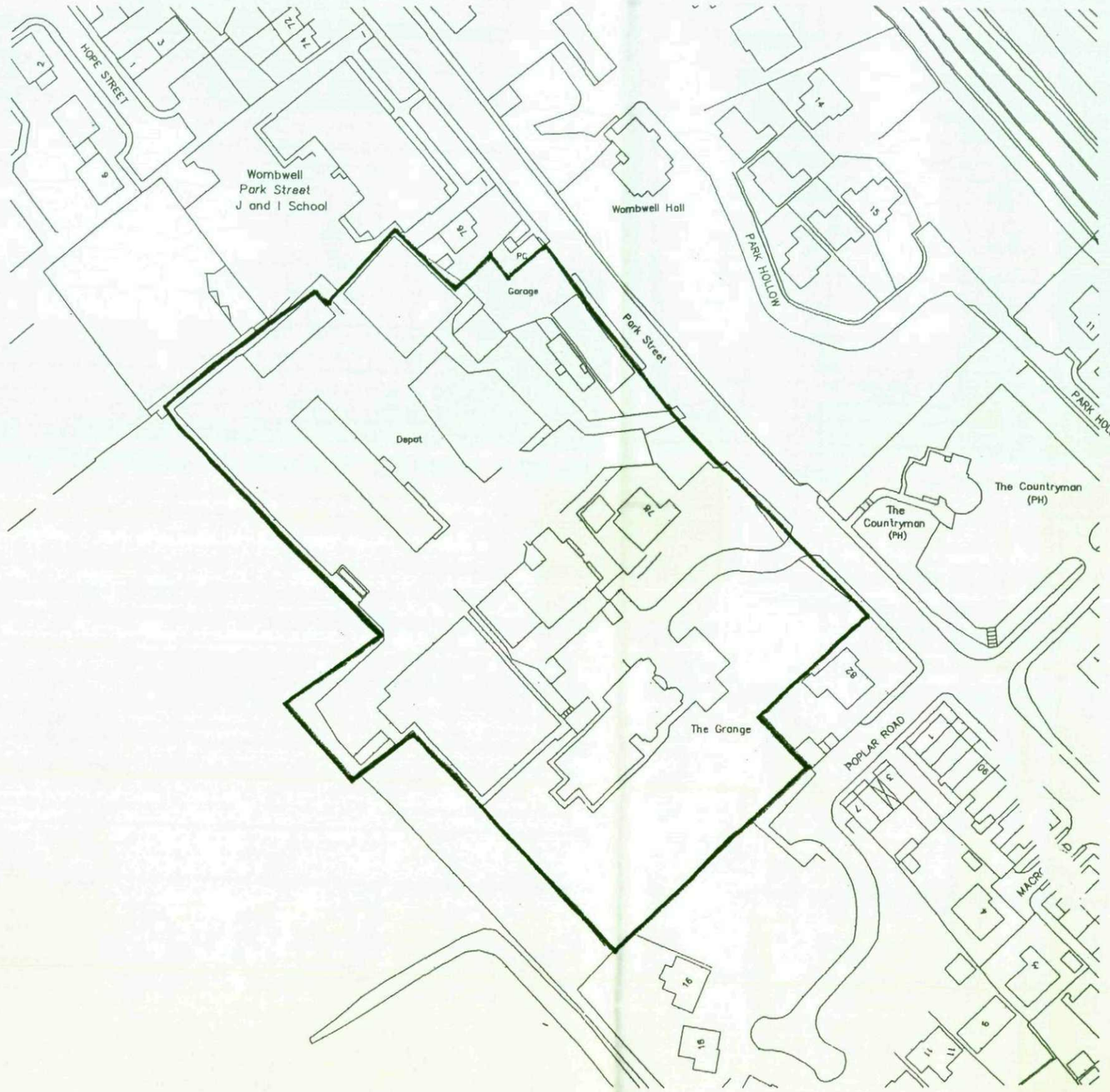
(4) The Council has under the provisions of the Local Government Act 1985 and the Town and Country Planning Act 1990 prepared and published the Unitary Development Plan ('the Development Plan') for the Council's area.

(5) Having regard to the provisions of the Development Plan and to all other material considerations the Council has resolved to grant planning permission for the Development subject to the Developer and the Owner entering into this Agreement to make provision for regulating the Development and securing the matters herein referred to.

S. Wr.

S.W. North





Date	Revisions	By	Job	Title
			Park Street, Wombwell	Location Plan

Date	Drawn by	Scale	Drawing No.	Revision
24.11.04	RB	1:1250	2361/31	—

Ben Bailey HOMES LIMITED
Elizabeth House
Cliff Street, Mexborough
South Yorkshire, S64 9HQ
Tel: 01709 586261 Fax: 01709 570006

(6) The Developer had submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application

(7) It is recommended by Policy H6 of the Development Plan (as amended) that new housing development should include provision for at least 15% of the gross site area as public open space and if on site provision is not possible or the Council deems that suitable off site provision would be acceptable a monetary payment equal to the estimated value of any shortfall in the provision should be made to the Council for the provision or extension of facilities elsewhere that can conveniently serve the development ("Open Space and Related Works Contribution").

(8) The Developer and the Owner have agreed to make a contribution to the Council in lieu of public open space in accordance with the planning policies in the Development Plan.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

Definitions and Interpretation

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

"Act"	means the Town and Country Planning Act 1990 as amended
" Agreement"	means this agreement;
"Commencement of the Development"	means carrying out or beginning to carry out any *material operation pursuant to the* Planning Permission within the meaning of Section 56 of the Act but excluding a Preparatory Operation or the date specified in a notice served by the Developer

	pursuant to clause 3.3 whichever is the earlier and "**Commence**" shall have a corresponding meaning;
"**Development**"	means the development permitted by the Planning Permission;
"**Development Agreement**"	means the agreement between the Owner and the Developer dated 19 December 2005
"**Local Planning Authority**"	means the Council acting in its capacity as the local planning authority which expression shall include where the context so admits its successors in title;
"**Month**"	means calendar month;
"**Open Space and Related Works Contribution**"	means the sum of £67,234 (sixty-seven thousand, two hundred and thirty four pounds);
"**Plan**"	means the plan annexed and marked "Plan" incorporated within this Agreement;
"**Planning Application**"	means an application for planning permission in respect of the Development (Reference Number 2006/0008) registered by the Council on or about **4 January 2006**
"**Planning Permission**"	means a planning permission granted by the Local Planning Authority pursuant to the Planning Application substantially in the form of the Recommendation Sheet annexed as Appendix 1 which expression shall include any amendment or modification to the said planning permission;

"Preparatory Operation" *means*

(a) an operation or item of work of or ancillary to:

(i) archaeological investigations; or

(ii) demolition; or

(iii) site clearance; or

(iv) site or soil investigations; or

(v) site remediation works; or

(vi) its laying of services;

(b) temporary works including the erection of temporary fencing and hoardings;

"Site" means the land and buildings on the south western side of Poole Street, Wombwell, Barnsley, shown edged red on the Plan;

1.2 Words including the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa

1.3 Any reference to a statute statutory instrument or order shall be deemed to include reference to any further statute for the time being in force amending replacing or supplementing such statute and any regulations directions consents orders or instruments made thereunder and all provisions and conditions referred to therein

1.4 Any reference to the Site shall include each and every part of it.

1.5 The clause headings to this Agreement are for reference only and shall not affect the construction of this Agreement

1.6 References in this Agreement to clauses relate to the relevant provisions in respect of this Agreement

1.7 The expressions "the Council", "the Developer" and "the Owner" shall include their successors in title and assigns

1.8 If any clause of paragraph or sub-clause of this Agreement or any part thereof shall be void or being voidable is avoided or is otherwise unenforceable this shall not effect the operation of any other provision of this Agreement provided that it is severable therefrom.

1.9 Obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally.

1.10 Words importing persons include firms, companies and bodies corporate and vice versa.

Enabling Provisions

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

Developer's and Owner's Covenants

3 The Developer and Owner COVENANT with the Council as follows:

3.1. the Owner and Developer will pay the Open Space and Related Works Contribution to the Council on Commencement of the Development **PROVIDED THAT** the Council shall apply and appropriate the Open Space and Related Works Contribution to be spent on improvements to existing open spaces in the Wombwell area.

3.2 Without prejudice to any other remedies available to the Council, the Commencement of the Development shall not take place nor shall any action whatsoever be taken on the Site pursuant to the Planning Permission excluding a Preparatory Operation unless and until the Open Space and Related Work Contribution has been paid in full to the Council

3.3 The Developer will serve on the Council fourteen days prior written notice of the Commencement of the Development

3.4 The Developer shall indemnify the Owner for any losses costs claims demands and expenses caused as a result of any breach of the terms of this Agreement

Covenants by the Council

4. The Council as Local Planning Authority covenants with the Owner and Developer to issue the Planning Permission promptly and in any event within seven days of the date of this Agreement.

General

5. It is agreed and declared as follows:

5.1 No party or successor in title of a party shall be liable for any breach of a covenant contained in this Agreement after it has parted with its interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest and for the avoidance of doubt the Developer shall have no further liability under this Agreement in the event that the Development Agreement or any lease or licence granted under it is determined.

5.2 If the Planning Permission shall expire before the Commencement of the Development or shall at any time be revoked or otherwise modified by any statutory procedure without the consent of the Owner and Developer this Agreement shall forthwith determine and cease to have effect

5.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the one relating to the Development granted pursuant to the Planning Application) granted (whether or not on appeal) after the date of this Agreement

5.4 The Council will upon the written request of the Developer at any time after the obligations of the Developer under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the register of local land charges

5.5 This Agreement is a local land charge and may be registered as such by the Council

5.6 No delay or omission on the part of any party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall:

(i) impair such right, power or remedy; or

(ii) operate as a waiver thereof.

5.7. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5.8 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

5.9 The covenants on the part of the Owner and Developer shall not be enforceable against individual purchasers lessees or mortgagees of dwellings approved pursuant to the Planning Permission for the Development or against statutory undertakers in relation to any parts of the Site acquired by them for electricity stations gas governor stations or pumping stations.

Interest on overdue payments

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

Notice

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

Legal Expenses

8 The Developer shall pay to the Council on the execution of this Agreement the Council's reasonable costs incurred in the preparation and settlement of this Agreement in the sum of £250

Third Party Rights

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

Consents

10. *Any consent or approval required of or by any party under this agreement:*

10.1 must be obtained before the act or event to which it applies is carried out or done;

10.2 is to be effective only when such consent or approval is given in writing;

10.3 shall not be unreasonably withheld or delayed.

Coming into effect

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

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

THE COMMON SEAL of **BARNSLEY**)

METROPOLITAN BOROUGH)

COUNCIL was hereunto affixed to)

this Deed in the presence of:-

Borough Secretary

AUTHORISED SIGNATORY

No. 7643 IN REGISTER

EXECUTED as a deed (but not delivered)
until the date hereof) by **BEN BAILEY**)
HOMES LIMITED by the affixing of its)
common seal in the presence of:)

Director

Director/Secretary

EXECUTED as a deed (but not delivered)
until the date hereof) by **MARTYN**)
PATRICK BURKE in the presence of:)

Witness

EXECUTED as a deed (but not delivered)
until the date hereof) by **BEN BAILEY**)
HOMES LIMITED by the affixing of its)
common seal in the presence of:)

Director

Director/Secretary

EXECUTED as a deed (but not delivered)
until the date hereof) by **MARTYN**)
PATRICK BURKE in the presence of:)

M. P. BURKE

Witness VALRIE V. GRIFFITHS
1548 SHAMROCK ROAD.
SAVANNAH, GEORGETOWN
GRAND CAYMAN

V. V. Griffiths

Appendix 1

Recommendation Sheet

RECOMMENDATION SHEET

App. No 2006/0008

Applicant:	Agent:
Ben Bailey Homes Ltd Elizabeth House Cliff Street Mexborough S Yorks S64 9HQ	

Description:	Location:
Erection of 51 dwellings and conversion of 'The Grange' into 12 apartments.	Land off Park Street (MP Burke site and The Grange) Wombwell Barnsley S Yorks (between 76-82 Park Street)

Outline:

Recommendation: Approve with Conditions

Conditions:

1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.
Reason: In order to comply with the provision of Section 91 of the Town and Country Planning Act 1990.

2 The development hereby approved shall be carried out strictly in accordance with the plans and specifications as approved unless prior written consent has been given by the Local Planning Authority to any variation:
Reason: In the interests of the visual amenities of the locality and in accordance with UDP Policy BE6, Design Standards.

3 The development hereby approved shall be carried out in strict accordance with the amended plans and specifications that follow unless prior written consent has been given by the Local Planning Authority to any minor variation:

Site Layout 2361/01 Rev C received 24 March 2006
Sewer Layout received 2361/PSL received 26 January 2006
1.8m High Screen Fence (2005 specification) received 27 February 2006
1.8m High Pier and Panel Wall with Fence (2005 specification) received 27 February 2006
Landscape Layout 2361/11 Rev A received 24 March 2006

Signed
Date
Committee **Sub-Committee**
Delegated **Section** **Date**
Signed
Principle Planning Officer
Date
Signed
Development Control Manager
Date

Reason: For the avoidance of doubt as amendments have been submitted during the course of processing the application and in accordance with UDP Policy BE6, Design Standards.

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

5 The development shall proceed in accordance with the approved proposed ground levels, finished floor levels of all dwellings and associated structures and road levels as shown on drawing number 2361/SECTION.
Reason: To safeguard the amenities of the residents of 76 Park Street in accordance with UDP Policy H8A and SPG2.

6 Prior to the commencement of development, report endorsed by a competent engineer experienced in ground contamination, shall be submitted to the local Planning Authority for approval. The reports shall, amongst other matters, address the following:-

1. Detailed Quantified Risk Assessment regarding both human and controlled water receptors, to assess the exposure risks to the contamination that exist on the site.
2. Remediation Method Statement to show how the remediation objectives will be achieved.
3. The subsequent validation that the site has been satisfactorily remediated and that the development of the site can be safely undertaken and occupied.

The development shall thereafter be undertaken in full accordance with the submitted reports.
Reason: To protect the environment and ensure the site is suitable for the proposed use.

7 Prior to the commencement of any development details of how the surface water discharges to the public sewer will be restricted to the level of run-off (i.e same point(s) and rate(s) of discharge from the previous use of the site) will be submitted to and approved by the Local Planning Authority.
Reason: To demonstrate that the site can be suitably drained

8 The site shall be developed with separate systems of drainage for foul and surface water.
Reason: In the interests of satisfactory drainage.

9 A detailed management plan for the landscaped areas around the Grange and details of the management company who will maintain the areas shall be submitted to and approved by the Local Planning Authority prior to the occupation of any of the Grange apartments.
Reason: To ensure the maintenance of open space within the site.

10 The boundary treatment shown on the approved plans shall be completed before any adjacent buildings are occupied. Development shall be carried out in accordance with the approved details and shall thereafter be retained.
Reason: In the interests of the visual amenities of the locality and the amenities of occupiers of adjoining property and in accordance with U.D.P. Policy BE6, Design Standards.

11 No hedges or trees on the site (except those shown to be removed on the approved plan), or their branches or roots, shall be lopped, topped, felled, or severed.
Reason: To safeguard existing trees/hedges, in the interests of the visual amenities of the locality and in accordance with UDP Policies GS22,

Woodland, Hedgerows and Trees and GS22A.

12 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which die within a period of 5 years from the completion of the development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with other of similar size and species, unless the Local Planning Authority give written consent to any variation.
Reason: In the interests of the visual amenities of the locality.

13 *Prior to the commencement of development, existing trees on site* (except those shown to be removed on the approved plan) shall be protected by a chestnut pale and scaffold fence erected around the trees' canopies to British Standard 5837. Thereafter no excavations, tipping or storage of materials shall take place within the fenced area.
Reason: To safeguard existing trees, in the interests of the visual amenity.

14 All on-site vehicular areas shall be hard surfaced and drained in an approved *manner prior to the development being brought into use, to prevent* mud/debris from being deposited on the public highway to the detriment of road safety.
REASON: In the interests of road safety.

15 *Pedestrian intervisibility splays, having the dimesions 2 m x 2 m, shall be* safeguarded at the drive entrance/exit such that there is no obstruction to visibility at a height exceeding 600 mm above the nearside channel level of the adjacent highway.
REASON: In the interests of road safety.

16 The parking/manoeuvring facilities, indicated on the submitted plan, shall be *provided prior to the development being brought into use and shall be retained* for that sole purpose at all times.
REASON: In the interests of road safety.

17 Visibility splays, having the dimesions 2.4 m x 90 m shall be safeguarded at the junction of Park Street with the access road, such that there is no obstruction to visibility and forming part of the adopted highway.
REASON: In the interests of road safety.

18 Development shall not commence until arrangements have been entered into, to secure such works to mitigate the effect of the development and such works shall be completed prior to the development being brought into use. Such works shall comprise of:-

a) Provision of 2 m wide footway along the entire site frontage

Signed
Date
Committee **Sub-Committee**
Delegated **Section** **Date**
Signed
Principle Planning Officer
Date
Signed
Development Control Manager
Date

b) Relocation/provision of any necessary street furniture including signs, lighting columns etc
c) Any necessary alterations to drainage
d) Any necessary alterations to lining and Traffic Regulation Orders
REASON: In the interests of road safety.

19 Development shall not commence until details of measures to prevent mud/debris from being deposited to the public highway to the detriment of raod safety, have been submitted to and approved in writing by the Local Planning Authority, and such measures shall be retained for the entire construction period.
REASON: In the interests of road safety.

20 Development shall not commence until details of all areas for the parking of all employees' vehicles, the storage of building materials and plant have been submitted and approved in writing by the Local Planning Authority and such facilites shall be retained for the entire construction period.
REASON: In the interests of road safety.

21 Development shall not commence until details of the siting of the sales cabin and parking for staff and customers visiting the site, have been submitted and approved in writing by the Local Planning Authority and such facilities shall be retained for the entire construction period.
REASON: In the interests of road safety.

22 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 ans 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 a shall be completed at the developers expense in accordance with a scheme to be agreed in writing by the Local Planning Authority.
REASON: In the interests of road safety.

23 Vehicular and pedestrian gradients within the site shall not exceed 1:12 to ensure safe and adequate access.
REASON: In the interests of road safety.

24 Development shall not commence until details of the means of access for construction traffic have been submitted to and approved in writing by the Local Planning Authority and such an access shall be retained for the entire construction period.
REASON: In the interests of road safety.

Reason(s) for Granting Permission
DecPolicy_table

Informative(s)

1	The decision to grant planning permission has been taken having regard to the

policies and proposals in the Barnsley Unitary Development Plan set out below and to all relevant material considerations, including Supplementary Planning *Guidance:*

UDP Policy H8A - Residential Developments
UDP Policy GS22A - Trees
UDP Policy T2A - Access and road layouts
SPG2 - The Design and Layout of Residential Development
SPG9 - Trees
SPG32 - Parking

The site lies within a Housing Policy Area wherin residential development is acceptable in principle.

The application will secure improvements to the access and also give the Council the opportunity to discontinue the commercial use of the site.

The proposals provide adequate separation between the new development and existing dwellings in accordance with UDP Policy H8A and SPG2.

The overall design and layout is acceptable.

The proposals provide sufficient separation from the protected trees.

This informative is only intended as a summary of the reason for granting planning permission. For further details on the decision please refer to the application file, by contacting 01226 772593.

Signed
Date
Committee **Sub-Committee**
Delegated **Section** **Date**
Signed
Principle Planning Officer
Date
Signed
Development Control Manager
Date

Gladedale
Gladedale (South Yorkshire) Ltd

Appendix E Gladedale's strategy for achieving the code for sustainable homes.

Gladedale
Gladedale (South Yorkshire) Ltd

Gladedale have had previous experience in gaining various ratings under the BRE EcoHomes © scheme which is the former scheme on which the Code for Sustainable Homes is based upon.

In preparation for the pending building regulation changes in 2010, where a minimum standard of Code Level 3 will be introduced to all new building private housing projects, Gladedale have investigated the most cost effective preferred solutions to achieve this goal.

The tables subsequently presented identify where Gladedale seek to achieve credits/points under the CSH categories.

A CODE 3 rating requires 57 points (after environmental weighting)

The points identified on the table are based upon a specification that has been developed specifically for a Code 3 solution and are based on an improved thermal fabric envelope with minimal renewable energy systems bolted on.

Any category which relates to a site environment has been assessed on the side of caution. Windfall points may be achieved under the Ecological category if the site is brown field or if any ecological features are retained as part of the development proposal.

Target improvement for the Energy category has been set at the minimum 25%. The preferred specification to reach this value is represented on the second table.

Gladedale

Gladedale (South Yorkshire) Ltd

Credit type	Credit	Brief description	Credits	Points	Notes
Easy win, Stand alone	Ene4	Drying space	1	1.25	External washing line or internal washing line over bath
	Ene5	White goods	2	2.51	(A+) fridges/freezer, (A) washing/dishwasher (B) tumble dryer
	Was 3	Composting	1	0.91	Composting bin in garden
	Man 1	User guide	3	3.33	Home user guide created + access to alternative formats.
Site specific	Sur 2	Flood risk	2	1.11	2 credits if zone 1 by default
	Eco 1	Ecological value	0	0	Assumed site is not a brown field
	Eco 2	Eco enhancement	1	1.33	Assumed enhancement through planting species and bird, bat boxes
	Eco 3	Protection of features	0	0	Assumed trees/hedges on site are to be removed
	Eco 4	Change in eco value	0	0	Assumed site is not a brown field
Construction and supply chain	Was2	Construction waste	2	1.82	Waste segregation and management system in place
	Man 2	Considerate constructor	1	1.11	Regular audit under a nationally recognised certification scheme.
	Man 3	Construction impacts	1	1.11	Procedures that cover 2 or more construction impact features.
	Mat 2	Sourcing – basic	4	1.2	Full audit of supply chains required
	Mat 3	Sourcing – finishing	2	0.6	Full audit of supply chains required
Water and SUDS	Wat 1	Internal potable	3	4.5	Level 3 min of 105 l/p/day
	Wat 2	External	1	1.5	Rainwater butts
	Sur 1	Reduction in run off	2	1.1	SW attenuation to be provided through underground storage or SUDs
Space and design	Hea 4	Lifetime homes	0	0	Not to be considered by Gladedale at code 3 level
	Ene 8	Cycle storage	2	2.51	Space provided via sheds in rear garden. Access to highway required.
	Was 1	Household waste store	4	3.65	Internal segregation plus LA segregated collection scheme.
	Eco 5	Building footprint	0	0	2 storey dwellings still in product mix
	Hea 1	Daylight	0	0	Possible 1.16 points available. Further investigation required.
	Ene 9	Home office	1	1.25	Home office requirements demonstrated on services layouts.
Specifying materials	Mat 1	Impact of materials	10	3	Expected min. level based on previous ratings.
	Pol 1	GWP of insulants	1	0.7	Expected points. Check newly specified insulation products.
Security and external lights	Man 4	Security	2	2.22	Secured by design compliant products specified.
	Ene 6	External lights	2	2.51	Energy efficient and adequately controlled products specified.
Fabric and space	Hea 2	Sound insulation	4	4.66	8db or higher for airbourne and impact sound. Robust details
	Ene 2	Building fabric (HLP)	2	2.51	Town house scheme should achieve <1.10 heat loss parameter
	Hea 3	Private space	1	1.16	Traditional layouts provide private garden space
Energy and DER	Pol 2	Nox emissions	3	1.4	Boiler specified is class 5 NOx 40 mg/KWhr
	Ene 7	LZC technologies	1	1.25	Assumed point for CHP technology specified. Awaiting test and sap results
	Ene 3	Internal lighting	2	2.51	75% energy efficient lighting specified
	Ene 1	DER	5	6.27	Min 25% improvement of DER over TER for code 3 gives 5 credits
Total				58.98	57 points gives a code 3 result.

Gladedale
Gladedale (South Yorkshire) Ltd

RSL HOUSE TYPE - ASPEN (2 BED 3 PERSON)

Code 3 considerations

EXISTING ELEMENT SPEC	EXISTING U-VALUE	CODE 3 ELEMENT OPTIONS	CODE 3 U-VALUE
ROOF Crown Loft Roll 44 between joists - 100mm Crown Loft Roll 44 cross layed over - 200mm	0.15 W/m2K	**ROOF** Crown Loft Roll 44 between joists - 100mm Crown Loft Roll 44 cross layed over - 200mm Crown Loft Roll 44 cross layed over - 150mm	0.10 W/m2K
EXTERNAL WALLS 100mm cavity - blown Crown Supafil 0.040	0.31 W/m2K	**EXTERNAL WALLS** 100mm cavity - blown Crown Supafil 0.037 100mm cavity - Springvale Ecobead Platinum 0.03	0.29 W/m2K 0.26 W/m2K
GROUND FLOOR Springvale Beamshield Plus	0.2 W/m2K (average)	**GROUND FLOOR** Springvale Beamshield Platinum Springvale Beamshield Platinum Springvale Beamshield Platinum	0.18 W/m2K 0.15 W/m2K 0.10 W/m2K
WINDOWS UPVC (double glazed)	0.16 W/m2K (standard) 0.15 W/m2K (available @ no extra cost)	**WINDOWS** UPVC (double glazed) UPVC (triple glazed) TIMBER (triple glazed)	0.15 W/m2K (standard) 0.11 W/m2K (extra cost) 0.11 W/m2K (extra cost)
EXTERNAL DOORS IG steel faced insulated core	1.30 W/m2K	**DOORS** IG steel faced insulated core	1.30 W/m2K
VENTILATION Airtightness (m2/h.m2) Extract System	8 (average) Continuous extract fans	**VENTILATION** Airtightness (m2/h.m2) MVHR	5
HEATING AND HOT WATER *Gas condensing boiler* with programmer, room stat, TVR's, **CYLINDER** 180 litre with 50mm insulation	91% efficient	**HEATING AND HOT WATER** Gas micro-CHP condensing boiler with gas saver & load compensated, TVR's, programmer, full zone heat controls. **CYLINDER** 210 litre with 50mm insulation	92% efficient
RENEWABLES	Non	**RENEWABLES**	Gas saver & CHP
ENERGY EFFICIENT LIGHTING	25%	**ENERGY EFFICIENT LIGHTING**	75%
SECONDARY HEATING	Electric	**SECONDARY HEATING**	Electric
TER DER % IMPROVEMENT	0%	**TER DER % IMPROVEMENT**	25%