

DATE: 28th January 2016

16/039

EAST STAFFORDSHIRE BOROUGH COUNCIL

AND

STAFFORDSHIRE COUNTY COUNCIL

AGREEMENT

SECTION 106

TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO:

LAND AT PENNYCROFT LANE, UTTOXETER

STAFFORDSHIRE

File Ref. 1016

Planning Application Ref. P/2014/01663

Contents

		Page No.
Clause 1	Parties	1
Clause 2	Definitions	1
Clause 3	Interpretation	3
Clause 4	Information	4
Clause 5	Statutory Authority and Legal Effect	4
Clause 7	Condition Precedent	6
Clause 8	Obligations	6
Clause 9	Costs	6
Clause 10	Invalidity	6
Clause 11	Contracts (Rights of Third Parties) Act 1999	7
Clause 12	Other Matters	7
Schedule 1	General Obligations	8
Schedule 2	Education Sums	9

THIS AGREEMENT is made as a deed the 28th day of January 2016

1 PARTIES

1.1 EAST STAFFORDSHIRE BOROUGH COUNCIL whose principal office is at The Maltsters Wetmore Road Burton upon Trent Staffordshire DE14 1LS (“the Council”).

1.2 STAFFORDSHIRE COUNTY COUNCIL whose principal office is at 2 Staffordshire Place Tipping Street Stafford ST16 2DH (“the County”).

2 DEFINITIONS

In this Agreement (except where the context otherwise requires):

2.1 “the Act” means the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991);

2.2 “the Application” means the application for full planning permission numbered P/2014/01663 registered on 9th January 2015;

2.3 “Commencement of the Development” means the earliest date upon which any material operations are begun in accordance with the provisions of Section 56(4) of the Act save for the purposes of this Agreement none of the following operations shall constitute a material operation:

2.3.1 site clearance works;

2.3.2 archaeological investigations;

2.3.3 investigations for the purpose of assessing ground conditions;

2.3.4 remedial work in respect of any contamination or other adverse ground conditions;

2.3.5 diversion and laying of services;

2.3.6 erection of any temporary means of enclosure;

2.3.7 temporary display of site notices or advertisements;

and “Commence the Development” shall be construed accordingly;

- 2.4 “**the County Monitoring Fee**” means the sum of £437.50 payable to the County towards the costs of monitoring the planning obligations in this Agreement;
- 2.4 “**the Development**” means the development authorised by the Planning Permission;
- 2.5 “**the Head of Service (Section 151 Officer)**” means the person the Council shall appoint as the Head of the Department responsible for Planning Services for the time being;
- 2.6 “**the Index**” means the All Items Group (item reference CHAW) of the Retail Prices Index published by H M Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used;
- 2.7 “**Index Linked**” means increased (if applicable) in proportion to movements in the Index between the date of this Agreement and the date the particular payment is made.
- 2.8 “**the Land**” means the land at Pennycroft Lane, Uttoxeter shown for the purposes of identification only edged red on the Plan;
- 2.9 “**Occupation of the Development**” means beneficial occupation of any part of the Development for any purpose other than the carrying out of the Development and “**Occupy**” shall be construed accordingly;
- 2.10 “**Plan**” means the plan annexed to this Agreement;
- 2.11 “**Planning Permission**” means the planning permission to be granted by the Council pursuant to the Application in substantially the form of the draft annexed to this Agreement;
- 2.12 “**Satisfaction of the Council**” means to the normal standards of the Council applied elsewhere within their administrative area in respect of similar matters;

2.13 **“Satisfaction of the County”** means to the normal standards of the County applied elsewhere within their administrative area in respect of similar matters.

3 INTERPRETATION

3.1 References to the masculine, feminine and neuter genders shall include the other genders.

3.2 References to the singular include the plural and vice versa unless the contrary intention is expressed.

3.3 References to natural persons are to include corporations and vice versa.

3.4 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.

3.5 The expressions “the County” and “the Council” shall include their respective successors in title and assigns.

3.6 A reference to a Clause, Paragraph or Schedule is (unless the context otherwise requires) a reference to a Clause, Paragraph or Schedule of this Agreement.

3.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

3.8 Where in this Agreement a party includes more than one person any obligations of that party shall be joint and several.

3.9 Any reference in this Agreement to any statute, or to any section of a statute, includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.

4 INFORMATION

- 4.1 The Council owns the freehold interest in the Land and is registered as proprietor of it with Title Absolute at H M Land Registry free from incumbrances other than those matters contained or referred to in the Property and Charges Registers of Title Numbers SF568449, SF545057 and SF568424 at the date of this Agreement.
- 4.2 The Council is the local planning authority for the purposes of the Act for the Land.
- 4.3 The County is the county planning authority for the purposes of the Act for the Land and for the purposes of this Agreement is entitled to enforce the obligations contained in this Agreement as if it were the local planning authority for the purposes of the Act for the Land. The Council will also be entitled to enforce the obligations contained in this agreement after they shall have parted with all interest in the Land. The County is the Local Education Authority within the meaning of Section 12 of the Education Act 1996 for Staffordshire and considers that the Development will necessitate a requirement for a contribution towards the provision of educational facilities in the vicinity of the Development.
- 4.4 The Council has by the Application applied for the Planning Permission to carry out the Development on the Land.
- 4.5 The Council is satisfied that the Development is such as may be approved under the Act and planning permission granted (subject to conditions) subject to the Council covenanting with the County in the terms of this Agreement.

5 STATUTORY AUTHORITY AND LEGAL EFFECT

- 5.1 This Agreement is made pursuant to:
- 5.1.1 Section 106 of the Act; and
- 5.1.2 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011
- and all other enabling powers and enactments which may be relevant for the purpose of giving validity to this Agreement.

- 5.2 The obligations in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the County.

Subject to clause 5.4, the Council hereby covenants with the County to the intent that this Agreement shall be enforceable without limit of time (other than as expressly mentioned in this Agreement) against the Council and any person deriving title through or under the Council to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

- 5.3 No person shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement after they shall have parted with all interest in the Land or the part in respect of which such obligation relates or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest.
- 5.4 No statutory undertaker shall be bound by any obligations, rights and duties contained in this Agreement and/or be liable for any breach of a covenant and/or obligation contained in this Agreement in respect of any site used only as an electricity substation, gas governor or pumping station.
- 5.5 If the Planning Permission expires (within the meaning of Sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development, this Agreement shall forthwith determine and cease to have effect.
- 5.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 5.7 Nothing in this Agreement shall be construed as restricting the exercise by the County of any powers exercisable by it/them under the Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions as a local authority.

6 WAIVER

No waiver (whether expressed or implied) by the County 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 County from enforcing any of the relevant terms of conditions or for acting upon any subsequential breach or default.

7 CONDITION PRECEDENT

The planning obligations contained in this Agreement shall not be enforceable by the County until the grant of the Planning Permission by the Council.

8 OBLIGATIONS

8.1 The Council and the County further covenant, agree and declare as set out in this Agreement and the Schedules.

9 COSTS

9.1 The Council agrees to pay to the County on the signing of this Agreement the County's reasonable costs and disbursements of and incidental to the preparation and execution of this Agreement.

9.2 The Council agrees to pay to the County on the signing of this Agreement the County Monitoring Fee.

10 INVALIDITY

It is agreed and declared that if any clause or sub-clause of this Agreement shall be deemed to be unenforceable or ultra vires the remainder of this Agreement shall remain in full force and effect provided severance from this Agreement is possible.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing contained in this Agreement shall give, or be construed as giving, any rights, privileges, powers or enforceability other than to the County and to the specific person executing this Agreement as the Council and its successors (if any) as defined in this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights of enforcement in respect of any matter contained in this Agreement.

12 OTHER MATTERS

- 12.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to this Agreement and shall cite the number and clause of this Agreement to which it relates.
- 12.2 Payment of any money under this Agreement shall be made by the Council sending the full amount payable in the form of a Banker's Draft or Solicitors' client account cheque within the time specified in this Agreement together with a letter specifically referring to the name, date and parties to this Agreement and citing the number and clause of this Agreement to which the relevant sum relates and identifying which portion of the amount relates to any sum calculated to take account of Index Linking.
- 12.3 This Agreement shall be registered as a Local Land Charge.

IN WITNESS of which the Parties have executed this Agreement as a deed and have delivered it upon dating the day and year first before written.

SCHEDULE 1
General Obligations

The Council covenants with the County with the intent that these are planning obligations for the purposes of Section 106 of the Act:

1. To give the County notice in writing no later than 7 days prior to the anticipated Commencement of the Development.
2. To give the County notice in writing of the Commencement of the Development within 7 days of Commencement of the Development.
3. To give the County notice in writing no later than 7 days prior to the anticipated Occupation of the Development.
4. To give the County notice in writing of the Occupation of the Development within 7 days of Occupation of the Development.

SCHEDULE 2

Education Sums

1. DEFINITIONS

- 1.1 “**the First School Education Sum**” means £77,217.00 Index Linked.
- 1.2 “**the Middle School Education Sum**” means £82,962.00 Index Linked.
- 1.3 “**the Secondary Education Sum**” means £84,515.00 Index Linked.
- 1.4 “**the Educations Sums**” means collectively the First School Education Sum and the Middle School Education Sum and the Secondary Education Sum Index Linked.
- 1.5 “**PAN**” means Published Admission Number.

2. PLANNING OBLIGATIONS

The Council covenants with the County with the intent that this is a planning obligation for the purposes of Section 106 of the Act to pay 50% of the Education Sums on Commencement and the remaining 50% upon Occupation of the 25th Dwelling.

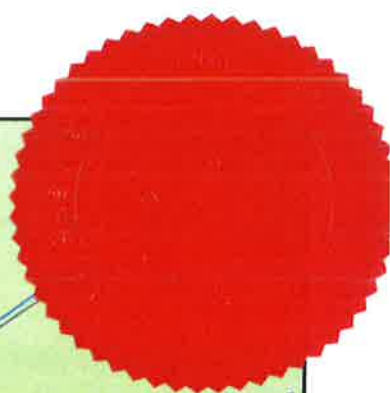
3. THE COUNTY’S COVENANTS

The County covenants with the Council:

- 3.1 That the First School Education Sum shall be utilised by the County Council to create 1 additional general teaching room and to include any associated and/or ancillary infrastructure on the site of St Mary’s CE (VA) First School or any successor school or establishment following a change in name or school type.
- 3.2 That the Middle School Education Sum shall be utilised by the County towards providing additional capacity at Oldfields Hall Middle School or any successor school or establishment following a change in name or school type by increasing the PAN from 132 to 162.

- 3.13 That the Secondary Education Sum shall be utilised by the County towards providing additional capacity at Thomas Alleyne's High School or any successor school or establishment following a change in name or school type by increasing the PAN from 320 to 350.
- 3.24 In the event that any part of the Education Sums has not been expended within 7 years of receipt of that sum then the County shall return the said unexpended part to the person who paid the Education Sums together with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County to the date of its repayment.

Pennycroft Lane Location Plan



P/2013/00206

Received 26/02/13



No Window

Town Hall
Burton upon Trent
Staffordshire
DE14 2EB

Tel: 01283 508000
E-Mail: catriona.hamilton@eaststaffsbc.gov.uk
www.eaststaffsbc.gov.uk

Scale: 1:1250

Date: 26/02/2013

Ref: Pennycroft





**TOWN AND COUNTRY PLANNING ACT 1990
PERMISSION FOR DEVELOPMENT**

Date valid application received: 08/01/2015

Application No: P/2014/01663

Name and address of Agent
Gillespies
Minton Chambers
12 Heaton's Court
Leeds
LS1 4LJ

Name and address of Applicant
East Staffordshire Borough Council
The Maltsters
Wetmore Road
Burton upon Trent
Staffordshire
DE14 1LS

EAST STAFFORDSHIRE BOROUGH COUNCIL in pursuance of powers under the above mentioned Act hereby **PERMITS**:

-----**DRAFT**-----

Erection of 49 dwellings comprising 9 detached dwellings, 18 pairs of semi-detached dwellings and one block of 4 terraced dwellings
Uttoxeter Household Waste Site, Pennycroft Lane, Uttoxeter, Staffordshire, ST14 7BW

in accordance with the submitted documents and plans and subject to the condition(s) specified hereunder:

1	<p>The development hereby permitted shall be begun before the expiration of three years from the date of this permission.</p> <p>Reason: To conform with Section 91(1) of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.</p>
2	<p>The development hereby permitted shall be carried out in accordance with the following approved plans subject to compliance with other conditions of this permission:</p> <p>Drawing No.s:</p> <p>14102/200 1:500 Longitudinal Sections sheet 2 of 2 dated as received 23rd December 2014 14102/201 1:500 Longitudinal Sections sheet 2 of 2 dated as received 23rd December 2014 14102/103 1:200 Carriageway Contours dated as received 23rd December 2014 14102/101A 1:200 Detailed Engineering Layout Sheet 1 or 2 dated as received 29th April 2015. 14102/102A 1:200 Detailed Engineering Layout Sheet 2 or 2 dated as received 29th April 2015 14102/102 1:500 Engineering Layout dated as received 23rd December 2014 14102/104 1:200 Kerbing and finishes layout dated as received 23rd December 2014 17438_OGL rev 0 1:500 Topographical survey dated as received 23rd December 2014 14102/300 Construction Details Adoptable Highway dated as received 23rd December 2014 14102/311 Construction Details Control Chambers dated as received 23rd December 2014 14102/313 Construction Details Cellar Storage dated as received 23rd December 2014 M5242-2101 Revision P00 1:50 Demolition Plan dated as received 23rd December 2014</p>

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Head of Service (Section 151 Officer)
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	<p>M5242-2210 Revision P02 1:50 House Type 1 Elevations dated as received 23rd December 2014</p> <p>M5242-2110 Revision P03 1:50 House Type 1 Floor Plans dated as received 6th January 2015</p> <p>M5242-2211 Revision P02 1:50 House type 2 Elevations dated as received 23rd December 2014</p> <p>M5242-2111 Revision P02 1:50 House type 2 Floor Plans dated as received 23rd December 2014</p> <p>M5242-2112 Revision P03 1:50 House type 3 Floor Plans dated as received 6th January 2015</p> <p>M5242-2212 Revision 03 1:50 House type 3 Elevations dated as received 6th January 2015</p> <p>M5242-2113 Revision 3 1:50 House type 4 Floor Plan dated as received 6th January 2015</p> <p>M5242-2213 Revision P03 1:50 House type 4 Elevations dated as received 6th January 2015</p> <p>M5242-2114 Revision P03 1:50 House Type 5 Floor Plans dated as received 6th January 2015</p> <p>M5242-2214 Revision P03 1:50 House Type 5 Elevations dated as received 6th January 2015</p> <p>M5242-2115 Revision P02 1:50 House type 6 Floor Plans dated as received 23rd December 2014</p> <p>M5242-2216 Revision P03 1:50 House type Elevations dated as received 23rd December 2014</p> <p>14102/312 Construction Details Headwalls dated as received 23rd December 2014</p> <p>14102/30 Construction Details Adoptable Drainage dated as received 23rd December 2014</p> <p>M5242-2216 Revision P03 1:50 House Type 7 Proposed Elevations, dated as received on 6th January 2015.</p> <p>M5242-2216 Revision P03 1:50 House Type 7 Proposed Floor Plans and Roof Plan, dated as received on 6th January 2015.</p> <p>M5242-2217 Revision P03 1:50 House Type 8 Proposed Elevations, dated as received on 6th January 2015.</p> <p>M5242-2217 Revision P03 1:50 House Type 8 Proposed Floor Plans and Roof Plan, dated as received on 6th January 2015.</p> <p>M5242-2218 Revision P03 1:50 House Type 9 Proposed Elevations, dated as received on 6th January 2015.</p> <p>M5242-2218 Revision P03 1:50 House Type 9 Proposed Floor Plans and Roof Plan, dated as received on 6th January 2015.</p> <p>M5242-2219 Revision P03 1:50 House Type 10 Proposed Elevations, dated as received on 6th January 2015.</p> <p>M5242-2219 Revision P03 1:50 House Type 10 Proposed Floor Plans and Roof Plan, dated as received on 6th January 2015.</p>
3	<p>M5242-2220 Revision P03 1:50 House Type 11 Proposed Elevations, dated as received on 6th January 2015.</p> <p>M5242-2220 Revision P03 1:50 House Type 11 Proposed Floor Plans and Roof Plan, dated as received on 6th January 2015</p> <p>M5242-2122 Revision P03, 1:50 Proposed Floor Plans and Roof Plan - House Type 12, dated as received on 6th January 2015</p> <p>M5242-2222 Revision P02, 1:50 Proposed Elevations - House Type 12, dated as received on 23rd December 2014</p> <p>M5242-2123 Revision P03, 1:50 Proposed Floor Plans and Roof Plan - House Type 13, dated as received on 6th January 2015</p> <p>M5242-2223 Revision P02, 1:50 Proposed Elevations - House Type 13, dated as received on 23rd December 2014</p> <p>M5242-2124 Revision P03, 1:50 Proposed Floor Plans and Roof Plan - House Type 14, dated as received on 6th January 2015</p> <p>M5242-2224 Revision P02, 1:50 Proposed Elevations - House Type 14, dated as received on 23rd December 2014</p> <p>M5242-2125 Revision P00 1:50 Proposed Elevations, House type 15 dated as received on 6th January 2015</p> <p>M5242-2225 Revision P00 Proposed Floor Plan, House type 15 dated as received on 6th January 2015</p> <p>M5242-2126 Revision P00 Proposed Floor Plan, House type 16 dated as received on 6th January 2015</p>

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	<p>M5242-2126 Revision P00 Proposed Elevations, House type 16 dated as received on 6th January 2015 M5242-2209 Boundary Elevations dated as received 23rd December 2014 14102/100B Engineering Layout dated as received 29th April 2014</p> <p>Reason: For the avoidance of doubt to ensure the development will not adversely affect the appearance of the locality, the amenities of neighbouring properties, or the safe and efficient use of the adjoining highway in accordance with East Staffordshire Local Plan Saved Policies BE1, H6 and T1, the East Staffordshire Design Guide, and the National Planning Policy Framework.</p>
4	<p>No development shall take place until details of the phasing of the site have been submitted to and approved in writing by the Local Planning Authority, the development shall thereafter be completed in accordance with the approved phasing plan unless otherwise first agreed in writing by the Local Planning Authority.</p> <p>Reason: For the avoidance of doubt and to ensure the development is completed in an acceptable structure in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
5	<p>Notwithstanding the submitted details, no phase of development shall take place until samples and details of all materials to be used externally for that phase of the development has been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.</p> <p>Reason: To safeguard the character and appearance of the building(s) and its surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1, H6 and H9 (delete as necessary), the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
6	<p>No phase of development shall take place until a scheme for the disposal of foul and surface waters for that phase of the development has been submitted to and approved in writing by the Local Planning Authority. The development shall be completed in accordance with the approved details prior to its first occupation.</p> <p>Reason: To ensure adequate drainage facilities are provided to serve the development to reduce the risk of creating or exacerbating a flooding problem and to minimise the risk of pollution as recommended by Severn Trent Water Limited in accordance with the National Planning Policy Framework.</p>
7	<p>No phase of development shall take place, and no site works related to the development hereby approved shall be carried out, until details of all slab levels and any regrading proposed to the site for that phase of the development have been submitted to and approved in writing by the Local Planning Authority and the development shall only be carried out in accordance with the approved details.</p> <p>Reason: To ensure that the development does not adversely affect the amenities of adjoining properties and the character or appearance of the area in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>
8	<p>No phase of development shall take place until a Noise Impact Assessment has been submitted to and approved in writing by the Local Planning Authority which shall include details of any noise mitigation measures required for that phase of the development. The development shall only be implemented in accordance with the approved mitigation measures and maintained as such for the</p>

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	<p>life of the development.</p> <p>Reason: In the interests of the amenity of the future occupiers of the dwelling(s) in accordance with East Staffordshire Local Plan Saved Policy BE1 and the National Planning Policy Framework (particularly Section 11 and Paragraph 17).</p>
9	<p>No phase of development shall take place until details of the scheme of improvements to the section of the Uttoxeter Brook which crosses the site, including a schedule of ongoing maintenance, has been submitted to and approved in writing by the Local Planning Authority for that phase of the development. The development shall only be implemented in accordance with the approved details, and shall thereafter be maintained in accordance with the approved maintenance schedule.</p> <p>Reason: As recommended by the Environment Agency to enhance the amenity and ecological value of the watercourse whilst minimising flood risk in accordance with the National Planning Policy Framework (in particular Sections 7, 10 and 11).</p>
10	<p>No phase of development shall take place until details of road construction including longitudinal sections, streetlighting and drainage details for that phase of the development have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety in accordance with East Staffordshire Local Plan Saved Policy T1.</p>
11	<p>No phase of development shall take place until a Construction Management Plan, including details of parking provision for vehicles of site visitors and operatives, hours of operation, an assessment of noise during construction and associated mitigation, dust suppression measures, provision of storage and unloading of plant and materials, and measures to prevent deleterious material being carried onto the highway for that phase of the development has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter only be carried out in accordance with the approved Construction Management Plan.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety, and to safeguard the amenities enjoyed by the occupiers of nearby dwellings in accordance with East Staffordshire Local Plan Saved Policy T1 and paragraph 17 of the National Planning Policy Framework.</p>
12	<p>No phase of development shall take place until a detailed scheme for the investigation and recording of ground gases (including soil vapour), which shall include any necessary measures for mitigation of any identified risk for that phase of the development has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter only be carried out in accordance with the approved mitigation measures, and a declaration that remedial targets have been achieved shall be submitted and approved in writing by the Local Planning Authority prior to the first occupation of any of the dwellings on site unless otherwise first agreed in writing by the Local Planning Authority.</p> <p>Reason: In order to safeguard human health and the water environment and identify potential contamination on-site and the potential for off-site migration in accordance with Paragraphs 120 and 121 of the National Planning Policy Framework.</p>
13	<p>No phase of development shall take place until a scheme of landscaping, fencing and walling, and</p>

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	<p>measures for the protection of trees and hedges to be retained during the course of development for that phase of development, has been submitted to and approved in writing by the Local Planning Authority.</p> <p>Reason: To ensure that a landscaping scheme to enhance the development is provided in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).</p>
14	<p>Prior to the first occupation of the dwellings hereby granted permission the access, parking and turning areas shown on the approved plan shall be provided in a bound material in accordance with details which shall first have been submitted to and approved in writing by the Local Planning Authority, and thereafter shall be made available at all times for their designated purposes.</p> <p>Reason: As recommended by the Highway Authority in the interests of highway safety, and to ensure porous materials are used where appropriate to reduce the risk of flooding in accordance with East Staffordshire Local Plan Saved Policy T1 and the National Planning Policy Framework (particularly Section 10).</p>
15	<p>The development hereby approved shall only be carried out in accordance with the mitigation measures recommended by the approved Preliminary Ecological Appraisal and Nocturnal Bat Survey prepared by SES Ltd and dated 25th September 2012.</p> <p>Reason: To safeguard protected species and their habitats in accordance with Paragraphs 118 and 119 of the National Planning Policy Framework.</p>
16	<p>All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the first occupation of the building(s) or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.</p> <p>Reason: To ensure that an approved landscaping scheme is implemented in a speedy and diligent way and that initial plant losses are overcome in the interests of the visual amenities of the locality (and occupiers of adjacent buildings - where appropriate) and in accordance with East Staffordshire Local Plan Saved Policy BE1, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7).</p>
17	<p>The development hereby approved shall only be carried out in accordance with the recommendations of the approved Flood Risk Assessment (prepared by EWE Associates Limited and dated September 2012) unless otherwise first agreed in writing by the Local Planning Authority.</p> <p>Reason: To minimise the risk of flooding in accordance with Section 10 of the National Planning Policy Framework.</p>
18	<p>The development hereby approved shall only be carried out in accordance with the recommendations and conclusions of the approved Phase IIA Environmental Assessment, and the approved Remediation Method Statement. The approved remediation works shall be carried out in full on site under a quality assurance scheme to demonstrate compliance with the proposed methodology and best practice guidance. If during the works contamination is encountered which has not previously been identified then the additional contamination shall be fully assessed and an appropriate remediation scheme agreed with the Local Planning Authority. Upon completion of the works, this condition shall not be discharged until a closure report has been submitted to and</p>

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	<p>approved by the Local Planning Authority. The closure report shall include details of the remediation works and quality assurance certificates to show that the works have been carried out in full in accordance with the approved methodology. Details of any post-remedial sampling and analysis to show the site has reached the required clean-up criteria shall be included in the closure report together with the necessary documentation detailing what waste materials have been removed from the site.</p> <p>Reason: In order to safeguard human health and the water environment and identify potential contamination on-site and the potential for off-site migration in accordance with Paragraphs 120 and 121 of the National Planning Policy Framework.</p>
19	<p>Any soil to be imported to the site shall first be chemically analysed for contaminants, with the results submitted to and approved in writing by the Local Planning Authority prior to the soil being installed.</p> <p>Reason: In order to safeguard human health and the water environment in accordance with the National Planning Policy Framework (particularly Section 11)</p>
20	<p>Notwithstanding the provisions of Class A of Schedule 2, Part 1 of the Town and Country Planning (General Permitted Development) (England) Order 2015, or any Order revoking and re-enacting that Order, the dwellings hereby permitted shall not be altered or extended unless planning permission has first been granted by the Local Planning Authority.</p> <p>Reason: To safeguard the character and appearance of the buildings and its/their surroundings in accordance with East Staffordshire Local Plan Saved Policies BE1 and H6, the East Staffordshire Design Guide and the National Planning Policy Framework (particularly Section 7 and Paragraph 17).</p>

Informative(s)

1	<p>During the course of consideration of this proposal the Local Planning Authority has negotiated with the applicant to ensure the development complies with relevant development plan policies and material planning considerations including the National Planning Policy Framework. It is therefore considered that the Local Planning Authority has worked proactively with the applicant to secure a development that improves the economic, social and environmental conditions of the area in accordance with the requirements of Paragraphs 186 and 187 of the National Planning Policy Framework.</p>
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This consent is given in pursuance of the relevant Planning Legislation and does not entitle you to do anything for which the consent of some other landowner, person, public authority, or department of the Council is required.

Dated

Signed

Sal Khan CPFA, MSc
 Head of Service (Section 151 Officer)
 P.O. Box 8045, Burton upon Trent, Staffordshire DE14 9JG
www.eaststaffsbc.gov.uk

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Draft Decision Notice Com PA Approve Conditions

THE COMMON SEAL of EAST)
STAFFORDSHIRE BOROUGH)
COUNCIL was affixed to this)
deed in the presence of:)



Authorised Signatory

THE COMMON SEAL of)
STAFFORDSHIRE COUNTY)
COUNCIL was affixed to this)
deed in the presence of:)



Authorised Signatory