

DATED

6th February

2006

- (1) BOROUGH OF TELFORD AND WREKIN
- (2) COMMISSION FOR THE NEW TOWNS (Known
and carrying on business as English Partnerships)

AGREEMENT

PLANNING OBLIGATION BY AGREEMENT

pursuant to Section 106 of the Town and Country Planning
Act 1990 relating to the development of land at East Ketley
Telford Shropshire

Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL
Tel: +44 (0) 121 232 1000
Fax: +44 (0) 121 232 1900

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THIS PLANNING OBLIGATION BY AGREEMENT is dated 6th February 2006

BETWEEN

- (1) **BOROUGH OF TELFORD AND WREKIN** of Civic Offices, Telford, TF3 4LD ("the Council");
- (2) **COMMISSION FOR THE NEW TOWNS** trading as **ENGLISH PARTNERSHIPS** of 414-428 Midsummer Boulevard Central Milton Keynes MK9 2EA ("the Owner")

WHEREAS

- (a) The Owner has the freehold interest in the part of the Application Site which is registered at HM Land Registry under Title Nos SL136236, SL106192, SL106258, SL106259 and shown coloured brown on the Site Plan A.
- (b) The Council is the freehold owner of that part of the Application Site coloured green on the Site Plan A.
- (c) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Application Site is situated.
- (d) The Owner and Taylor Woodrow Plc have submitted the Application to the Council for planning permission to develop the Application Site for the purposes and in the manner described in the Application.
- (e) At a meeting of the Council's Plans Board held on 17 November 2004 and at the Strategic Development Board held on 13 December 2004 it was resolved that, subject to the completion of this Agreement and conditions to be finalised the Permission should be granted.
- (f) In keeping with the Millennium Community Objectives the parties wish to promote the principles of sustainability throughout the lifetime of the Development and agree that the provisions of this Agreement are in accordance with this aim.

IT IS AGREED AS FOLLOWS.

1. **Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires:

"Application"	means the application for planning permission made to the Council bearing reference number W2004/0981.
"Application Site"	means the land shown edged red on the plan attached to this Agreement and marked "Site Plan B".
"Commencement of Development"	means the commencement of the Development by the carrying out of a Material Operation.
"Development"	means the development permitted by the Permission.
"Development Programme"	means the Owners' programme for the carrying out and delivery of the Development
"Dwelling"	means a unit of accommodation to be constructed as part of the Development either for use as a dwelling house (being a house flat or live work unit) or as a dwelling house with the provision to the occupier of care and other shared services.
"Index Linked"	means an increase in line with any increase in the Building Costs Information Service Tender Price Index in relation to sums payable hereunder as published by Royal Institution of Chartered Surveyors from the date 12 months from the date of this Agreement to the date of payment of any such sum
"Regulatory Plan"	the plan attached hereto as Appendix 2
"LEAP"	means a piece of open space that is designed and equipped for children of early school age as defined in the "Six Acre Standard" published by the National Playing Fields Association (2001);

"Material Operation"

means any operation as defined in section 56(4) of the 1990 Act, but not including such operations as archaeological investigation, demolition, remediation, site clearance, site preparation, diversion and laying of services, the erection of fences and hoardings and construction of temporary access or services roads;

"NEAP"

means a formal site designated and equipped mainly for older children incorporating 8 types of play equipment and opportunities for ball games and wheeled activities such as roller skating, skate boarding or cycling as defined in the "Six Acre Standard" published by the National Playing Fields Association (2001);

"Necessary Consents"

such planning permissions, approvals, licences, certificates and permits whether of a public or private nature in legally effective form as shall be necessary for the construction and completion of the Development.

"Open Market Dwellings"

means any Dwelling to be constructed on the Application Site, (excluding the Affordable Housing Units) for sale on the open market;

"Permission"

means the planning permission to be granted pursuant to the Application subject to the conditions set out in appendix 1

"Phase"

means a phase or part of a phase of the Development as identified under or pursuant to condition 6 of the Permission

"Relevant Period"

means in relation to any contribution the period of ten years

"Stewardship Plan"

means a plan detailing the following:

(1) all measures to be taken and arrangements to be made for the future management and use of the Open Space and other communal areas within the Development for the period of 15 years from the date of this Deed; and

(2) the amount of any sum referred to at paragraph 3 of Schedule 7 to this Deed

"1990 Act"

means the Town and Country Planning Act 1990 as amended

1.2 Where the context so requires and except where expressly stated

1.2.1 the singular includes the plural;

1.2.2 references to any party will include the successors in title of that party;

1.2.3 where a party includes more than one person, any obligations of that party will be joint and several;

1.2.4 references to clauses and schedules are references to clauses in and schedules to this Agreement; and

1.2.5 references in the schedules to paragraphs are references to paragraphs in that schedule and references in a part of any schedule to paragraphs are references to paragraphs in that part of that schedule.

1.2.6 the expressions "the Owner" and "the Council" shall include successors in title to the Owner and the Council and their assigns and all persons deriving title to all or part of the Application Site under or through it.

2. Legal Effect

2.1 This Planning Obligation by agreement is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 33 of the Local Government Miscellaneous Provisions Act 1982 and section 2 of the Local Government Act 2000 to the intent that it will bind the interests of the Owner and its successors in title to each and every part of the Application Site and their assigns as provided in those sections.

- 2.2 The obligations contained in the Schedules are Planning Obligations for the purposes of sections 106 and 106A of the 1990 Act and will be enforceable by the Council.
- 2.3 No person will be liable for any breach of this Agreement unless they hold an interest in that part of the Application Site in respect of which such breach occurs or held such an interest at the date of the breach.
- 2.4 The provisions of this Agreement shall not be binding upon any occupier or purchaser of any Dwelling SAVE THAT (i) the provisions of Paragraph 2 Schedule 4, Paragraph 8 Schedule 6, Paragraph 1 Schedule 7 and Paragraph 2 Schedule 8 shall be binding upon any owner or occupier of any Dwelling and (ii) the provisions of Schedule 6 shall be binding upon any occupier or purchaser of an Affordable Housing Unit.
- 2.5 The successors in title to the Owner of the Affordable Housing Land shall not be bound by the provisions of Schedules 1 to 5 and 7 to 8 of this Agreement.
- 2.6 The provisions of this Agreement shall take effect on the date of this Agreement PROVIDED THAT Clauses 3, (except in relation to Schedule 1 paragraphs 3 and 8, Schedule 2 Paragraph 6) 4.1 and 5 together with Schedules 1 to 8 inclusive (except in relation to Schedule 1 paragraphs 3 and 8, Schedule 2 Paragraph 6) to this Agreement will not take effect until the following conditions precedent have been fulfilled:
- 2.6.1 the Permission has been granted; and
- 2.6.2 the Permission has been implemented by the carrying out of a Material Operation.
- 2.7 If the Permission expires within the meaning of ss 91, 92, 93 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or its successors in title, this Agreement will cease to have effect.
- 2.8 Nothing in this Agreement will be construed as prohibiting or limiting any right to develop any part of the Application Site in accordance with a planning permission other than the Permission granted by the local planning authority or by the Secretary of State on appeal or by reference to him after the date of this Agreement.
- 2.9 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers duties and obligations of the Council in the exercise of their functions as Local Planning Authority or any other function and their rights, powers, duties and

obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised as if they were not a party to this Agreement.

3. **Obligations**

The Owner covenants with the Council to observe and perform the obligations contained in the Schedules.

4. **Covenants by the Council**

4.1 The Council agrees to observe and perform the covenants on its part contained in this Agreement.

4.2 The Council will upon the written request of the Owner (or its successors in title) at any time after the obligations on the part of the Owner contained herein have been fulfilled issue confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

5. **Payment of Contributions**

5.1 Payment of any contribution required under any of the provisions of this Agreement shall be made on the following basis:

5.1.1 upon receipt the contribution shall be deposited by the Council in an interest bearing account and all such interest (less tax and reasonable administrative costs or fees) is to be credited to that account;

5.1.2 the principal and interest in the account shall be applied by the Council as soon as reasonably practicable towards the purposes specified in the relevant Schedule **PROVIDED THAT** with the exception of any commuted sums if the whole or any part of such funds has not been committed irrevocably or expended for such purposes at the expiration of the Relevant Period the unexpended balance, together with any interest, in the account less any tax and reasonable administrative costs incurred by the Council in connection with the operation of such account shall forthwith be repaid to the Owner (and for the purposes of this clause the term Owner shall mean the Commission for the New Towns only);

5.1.3 at the end of the Relevant Period there shall be provided (on demand) to the person who paid the contribution a certificate showing all payments made during the Relevant Period from the account and the purposes to which they have been applied.

6. **Reasonableness**

Save as otherwise expressly provided in this Agreement, any agreement approval, certificate, consent or expression of satisfaction to be given by any party under this Agreement shall be given in writing and will not be unreasonably withheld or delayed PROVIDED ALWAYS that where this Agreement requires the Owner (which shall here mean the Commission for the New Towns only) to use reasonable endeavours in performing its obligations under this Agreement such requirement shall not impose any obligation upon English Partnerships to act in a manner that would render it in contravention of its standing orders or rules of procurement.

7. **Arbitration**

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement will, except as otherwise expressly provided, be referred to the decision of a single arbitrator experienced in the subject matter of the dispute to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors as the case may be and any such reference will be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any modification or re-enactment for the time being in force.

8. **Notices**

Any notice or other written communication to be served by one party upon another pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by prepaid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing AND any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.

9. **Third Party Rights**

All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the parties to this deed and their successors in title or, in the case of the Council, any successor or local planning authority as defined in the 1990 Act shall have any right to enforce any obligation or term of this Agreement.

10. **Obligations to keep the Council informed as to progress**

The Owner shall keep the Council informed as to progress in carrying out the Development and in particular will give reasonable prior notice of the Commencement of Development so as to enable the Council to monitor effectively the performance of the obligations under this Agreement including notification of the occupation of such numbers of Dwellings as give rise to obligations and liabilities under the terms of this Agreement.

11. **References to Statute**

Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

12. **Local Land Charge**

This Agreement shall forthwith be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

13. **Legal Costs**

- 13.1 The Owner shall on completion of this Agreement pay the Council's legal and administrative costs not exceeding £4,500.00 in connection with the preparation and completion of this Deed.
- 13.2 The Owner shall upon Commencement of Development pay to the Council the sum of £34,700.00 Index Linked towards the Council's costs of monitoring the implementation of the Development.

SCHEDULE 1

"School and Community Centre Site"

1. In this Schedule the following words and expressions shall have the following meaning:

"Complete"	means complete and available for immediate occupation and use
"Community Centre"	means a community centre building to replace the Parkside Centre such building having a floor area of a minimum of 420 square metres
"Education and Community Contribution"	means the sum of £3,900,000 (three million and nine hundred thousand pounds) only Index Linked
"Initial School Sum"	means the sum of £50,000 (fifty thousand pounds) only Index Linked
"Parkside Closure Date"	means the date upon which the Parkside Community Centre closes and is no longer available for community use
"Parkside Sum"	means the sum of £50,000 (fifty thousand pounds) only Index Linked
"School"	means a single form entry primary school to provide at least 210 places
"School and Community Centre Contract"	means a contract let by the Council to carry out the School and Community Centre Works
"School and Community Centre Site"	means the Site as generally shown on the Regulatory Plan being a maximum of 1.2 hectares net developable area for the purpose of construction of a school
"School and Community Centre Works"	means the works required to be undertaken by or on behalf of the Council in connection

with the construction of the School and Community Centre

2. Subject to obtaining all Necessary Consents no later than the occupation of 100 Dwellings to provide to the boundary of the School and Community Site (and to the reasonable satisfaction of the Council) highway access completed to adoptable standards, sewer, gas, water, electricity and telecommunications (including broadband telecommunications) and other usual services of sufficient capacity and depth to accommodate maximum potential requirements of the School and Community Centre together with associated off-site car parking for the School and Community Centre.
3. Upon the grant of the Permission to pay to the Council the Initial School Sum.
4. The Council hereby agrees that it will use all reasonable endeavours to let the School and Community Centre Contract within a period of 2 years from Commencement of Development and will notify the Owner in writing within 7 days of the School and Community Centre Contract being let ("School and Community Centre Contract Notice").
5. As soon as reasonably possible following service of the School and Community Centre Contract Notice but in any event no earlier than the first occupation of any Dwelling the Owner shall be obliged to pay to the Council the Education and Community Contribution in 3 instalments as follows:-
 - (i) the first instalment of £1,500,000.00 Index Linked (one million five hundred thousand pounds) on commencement of the School and Community Centre Works;
 - (ii) the second instalment of £1,500,000.00 Index Linked (one million five hundred thousand pounds) on the date being nine months from the date of payment of the instalment referred to in paragraph 5(i) of this Schedule;
 - (iii) the third instalment of £900,000.00 Index Linked (nine hundred thousand pounds) on the issue of the practical completion certification of the School and Community Centre.
6. The Council covenants to apply the monies received pursuant to paragraph 5 hereof to the provision of the School and Community Centre on the School and Community Centre Site and for no other purpose and to proceed expeditiously to carry out and Complete the School and Community Centre Works, within 24 months of service of

the School and Community Centre Contract Notice and as soon as reasonably practicable thereafter, provided that more than 50% of the Dwellings to be constructed and occupied pursuant to the Development Programme and unless otherwise agreed in writing between the parties to this Agreement, to make the School and Community Centre available for use by 1st September 2009 (or within a reasonable period thereafter).

7. In complying with its obligations under Paragraph 6 of this Schedule the Council shall consult with and obtain the approval of the Owner (such approval not to be unreasonably withheld and delayed) in relation to the design and construction of the School and Community Centre.
8. In the event that the Community Centre has not been constructed and is available for use by the Parkside Closure Date to pay all or part of the Parkside Sum within 14 days of the Council making a request in writing (such request to set out details of the proposed temporary facility) for payment of all or part and if a part payment is requested, further payments can be requested not exceeding in aggregate the Parkside Sum.
9. The Council shall use the Parkside Sum solely for the provision of temporary community facilities pending completion of the construction of the Community Centre.

SCHEDULE 2

"Open Space"

1. For the purposes of this Schedule the following words and expressions shall have the following meanings:-

"Contract Notice" means a written notice served by the Council on the Owner stating that a Contract has been entered into to carry out the Recreation Works

"Open Space" means such areas variously comprising of

- (a) open space,
- (b) NEAPS/LEAPS,
- (c) non-equipped play areas,
- (d) nature conservation areas, and
- (e) the sustainable drainage systems in the Application Site not otherwise adopted by the Council, Utilities or included within plot transfers
- (f) such other open areas of the Application Site not otherwise adopted by the Council or included within plot transfers

to be created within the Application Site pursuant to the Permission

"Recreation Sum" means the sum of £320,000.00 (three hundred and twenty thousand pounds) only Index Linked

"Recreation Commuted Sum" means the sum of £40,000.00 (forty thousand pounds) only Index Linked

"Recreation Works"

means the works of improvement/enhancement to "Ketley Bank Playing Fields"

2. To bring forward reserved matters applications for the Open Space from time to time in keeping with the disposition of the Open Space as shown on the Regulatory Plan and general phasing of the Development agreed pursuant to the Permission.
3. Upon approval of such reserved matters and on obtaining all Necessary Consents to procure, construct, landscape and otherwise complete in a proper and workmanlike manner the Open Space in accordance with a programme and to a specification agreed with the Council at the time of the approval of reserved matters which programme and specification shall also identify the location and the Council's requirements for equipped play areas (if any) within the phase concerned.
4. Following practical completion (as certified by the landscape consultant acting on behalf of the Owner (insofar as such area is within the ownership or control of the Owner) and approved by the Council) of each area of Open Space to properly maintain such area with the intention:
 - (i) to keep the Open Space clean and tidy and free from deposits of waste, rubbish or refuse;
 - (ii) the Open Space shall be used for the purposes of recreation and amenity purposes only;
 - (iii) to keep the Open Space in such secure and sound condition generally as will afford to the general public free, unobstructed and safe use thereof (save for the lakes and nature conservation areas to which the general public will not be allowed free unobstructed access)until *the* Open Space has been transferred in accordance with the Stewardship Plan upon such terms (as agreed by the Council) that the transferee will take the open space subject to the restrictions set out in paragraph 4(i) (ii) and (iii).
5. The Council for itself agrees with the Owner from the date of the practical completion of each area of Open Space within its ownership to make such area of Open Space (save for the lakes and nature conservation areas) thereafter available for use for purposes of open space and amenity areas and for no other purpose whatsoever by the general public subject to such reasonable rules and regulations as may reasonably be imposed from time to time to prevent inappropriate use of the

Open Space taking into account the nature and function of the Open Space in question and good estate management practice.

6. To pay to the Council the Recreation Sum and the Recreation Commuted Sum within 14 days of grant of the Permission.
7. The Council covenants to use the Recreation Sum towards the cost of carrying out the Recreation Works and further covenants to complete the Recreation Works not later than 12 months (or such other period as may be agreed by the parties) from payment of the Recreation Sum.

SCHEDULE 3

"Infrastructure Contributions"

1. In this Schedule the following words and expressions shall have the following meanings:

"Demand Response Service Sum"	means the sum of £425,000.00 (four hundred and twenty-five thousand pounds) only Index Linked
"Bus Shelter Sum"	means the sum of £50,000 (fifty thousand pounds) only Index Linked
"Cycle Routes Sum"	means the sum of £125,000 (one hundred and twenty five thousand pounds) only Index Linked
"Safe Routes Sum"	means the sum of £125,000 (one hundred and twenty-five thousand pounds) only Index Linked
"Traffic Calming Sum"	means the sum of £100,000 (one hundred thousand pounds) only Index Linked

2. The Owner shall pay the Demand Response Service Sum to the Council upon the occupation of the 100th Dwelling.
3. The Council covenants to apply the Demand Response Service Sum solely towards the establishment of a innovative demand response transport service dedicated to the Development, the type, frequency and nature of the transport service to be first agreed with the Owner, together with arrangements for its future monitoring by the Council.
4. The Owner shall pay the Cycle Routes Sum to the Council upon the occupation of the 100th Dwelling.
5. The Council covenants to use the Cycle Routes Sum solely towards the provision of new cycle routes within the vicinity of the Application Site.
6. The Owner shall pay to the Council the Safe Routes Sum upon the occupation of the 100th Dwelling.

7. The Council covenants to use the Safe Routes Sum solely towards providing safe pedestrian routes from and within the Application Site to local schools serving the Application Site.
8. The Owner shall pay to the Council the Traffic Calming Sum upon or prior to first occupation of any Dwelling.
9. The Council shall use the Traffic Calming Sum solely towards providing traffic calming measures in Holyhead Road.
10. The Owner shall pay to the Council the Bus Shelter Sum upon the first occupation of any Dwelling.
11. The Council shall use the Bus Shelter Sum solely towards providing new bus shelters within the immediate vicinity of the Application Site.

SCHEDULE 4
"Travel Management Plan"

PART I

1. In this Schedule the following words and expressions shall have the following meanings:

"Travel Management Plan"	means a document or documents relating to the entirety of the Development that takes account of the current practices of the Council, statutory requirements and guidance issued from time to time including but not limited to guidance issued by the Office of the Deputy Prime Minister and the Department of Transport which shall set out details of measures for discouraging the use of private cars to and from the Development and encouraging the use of alternative means of travel including increased use of public transport, and without prejudice to the foregoing the Travel Management Plan shall identify the body or individual responsible for implementing and monitoring its provisions together with details as to how the cost of such implementation and monitoring are to be met
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2. Not to permit the occupation of any Dwellings constructed pursuant to the Permission until the Travel Management Plan has been submitted to and approved in writing by the Council, such plan shall include the measures set out in Part II of this Schedule together with a timetable for the implementation of the measures identified in the Travel Management Plan. The Travel Management Plan will address inter alia how steps will be taken to:

- (i) Encourage travel other than as a car driver by promoting walking, cycling, use of public transport or car sharing.

- (ii) Restrain use of the car by providing only the minimum level of parking necessary to satisfy domestic/commercial needs.
 - (iii) Encourage travel within the local area by enabling as many of the needs of residents and employees to be satisfied by a wide range of easily connected facilities.
 - (iv) Encourage residents to actively become involved in green travel initiatives.
3. At no cost to the Council secure the implementation of all of the measures identified in the Travel Management Plan.
 4. At no cost to the Council to secure the appointment of a travel coordinator to be responsible for administering all issues relating to the Travel Management Plan and assessing the performance of the Travel Management Plan and supply written details to the Council.
 5. To cooperate with the Council in such manner and on such occasions as the Council reasonably requires in the verification of the accuracy of any data used to assess the extent to which the objectives of the Travel Management Plan have been achieved.
 6. To undertake and submit to the Council a review of the Travel Management Plan for the whole development every 36 months (or such other period as may be agreed with the Council) commencing with the date on which the 100th Dwelling is occupied.

PART II

The objective of the Travel Management Plan is to introduce a travel management regime which will minimise the need to travel to and from the Application Site; minimise the need to generate car based trips (especially single occupant car trips) and where travel is necessary to maximise the use of more sustainable means of travel including walking, cycling, use of public transport and car sharing. The success of the Travel Management Plan will be measured by comparing actual performance against the performance targets set out in the Travel Management Plan.

Proposed measures

Types of Initiatives	Specific Measures
Assistance to public transport	<ul style="list-style-type: none"> • Improve pedestrian links to adjacent

	<ul style="list-style-type: none"> • rail/bus stops; • Service improvements; • Provision of information, education and publicity through for example leaflets, the internet etc. • Interest free loans for season tickets; • Discounted/subsidised fares
Assistance to cyclists	<ul style="list-style-type: none"> • Improved cycle parking; • Bike loans/equipment discounts
Car sharing	<ul style="list-style-type: none"> • Car sharers' database operated by the Travel Plan Coordinator which will record the members of the scheme, the company they work for, where they live, car availability, shift patterns etc; • Preferential parking for high occupancy vehicles.
Review of car parking	<ul style="list-style-type: none"> • On-street parking controls; • Restrictions on staff use through rationing or charging.

SCHEDULE 5

"Waste Management"

1. In this Schedule the following words and expressions shall have the following meanings:

"Waste Management Sum" means the sum of £50,000.00 (fifty thousand pounds) only Index Linked

2. To pay to the Council the Waste Management Sum upon the first occupation of any Dwelling on the Application Site.
3. The Council shall apply the Waste Management Sum towards the cost of providing a collection service for the underground banks to serve the Application Site.

SCHEDULE 6

"Affordable Housing"

1. In this Schedule the following words and expressions shall have the following meanings:

"Affordable Housing Units"	means together the Rented Social Housing Units and the Shared Ownership Housing Units
"Affordable Housing Land"	means the land as shown on any plan approved or deemed approved pursuant to paragraph 4(a) of Schedule 6 for the construction of the Affordable Housing Units
"Affordable Housing Provider"	means a housing association registered with the Housing Corporation or such other similarly registered body whose objectives include the provision of residential accommodation to persons who cannot afford to buy or rent housing in the private housing market
"Head of Planning"	means the Council's Head of Planning Services or the person for the time being exercising that function
"Rented Social Housing Units"	means subsidised housing provided, owned and managed by an Affordable Housing Provider for persons in housing need (which shall include persons nominated from the Council's Housing Waiting List) who cannot afford to buy or rent properties in the private housing market and let at a rent that does not exceed the Housing Corporation and/or Central Government Guidance
"Scheme"	means local lettings plan which describes the mechanism for the allocation of completed affordable properties to people in housing

need

“Shared Ownership Housing Units”

means subsidised housing provided under shared ownership lease for persons in housing need (which shall include persons nominated from the Council’s housing waiting list) who cannot afford to buy or rent properties in the private housing market

“Working Day”

means any day following on or between Monday to Friday except bank or public holidays and any day between Christmas Day and January 1 and “Working Days” shall be construed accordingly

2. To procure that the Development and each Phase of the Development shall comprise not less than 30% Affordable Housing Units comprising 20% Rented Social Housing Units and 10% Shared Ownership Housing Units unless otherwise agreed in writing between the parties in accordance with paragraphs 4 and 5 of this Schedule
3. To procure that the Affordable Housing Units be designed and constructed so as to comply as a minimum to the Housing Corporation Scheme Development Standards for the time being in force as at the time of construction.
4. Prior to Commencement of Development on each Phase of the Development to submit to the Council’s Head of Planning:
 - (a) a plan showing the location, mix size, design and tenure and type of Affordable Housing Units within the Phase;
 - (b) a programme for the delivery of the Affordable Housing Units as referred to in 4(a) within the Phase;
 - (c) the Scheme
5. (a) Not to commence any Material Operation on a Phase of the Development until the Council has approved in writing the plan referred to in paragraph 4(a) of this Schedule relating to that Phase PROVIDED ALWAYS THAT such approval shall be deemed to be given by the Council unless refused by the Council’s Head of Planning within 20 Working Days of submission of the plan.

- (b) Not to commence any Material Operation on a Phase of the Development until the Council has approved in writing the programme referred to in paragraph 4(b) to this Schedule relating to that Phase PROVIDED ALWAYS THAT such approval shall be deemed to be given by the Council unless refused by the Council's Head of Planning within 20 Working Days of the date of submission of the programme.
- (c) Not to commence any Material Operation on a Phase of the Development until the Council has approved in writing the Scheme referred to in paragraph 4(c) of this Schedule relating to that Phase PROVIDED ALWAYS THAT such approval shall be deemed to be given by the Council unless refused by the Council's Head of Planning within 20 Working Days of the date of submission of the Scheme.
6. To implement and carry out each Phase of the Development in accordance with the plans and programmes as approved or deemed approved by the Council pursuant to paragraphs 5(a)(b) and (c) to this Schedule.
7. The Owner shall ensure that the Affordable Housing Land shall be used only for the construction of the Affordable Housing Units and that the Affordable Housing Land and the Affordable Housing Units shall be managed by an Affordable Housing Provider in accordance with its objectives or Articles of Association and the approved or deemed approved Scheme AND FURTHER the Owner shall use reasonable endeavours to impose an obligation upon the Affordable Housing Provider to ensure that any receipts received by the Affordable Housing Provider on the disposal of any of the Shared Ownership Housing Units shall be re-cycled and used for the provision of further affordable housing within the Borough of Telford and Wrekin.
8. Not to permit the occupation of more than 70% of the Open Market Dwellings within a Phase of the Development until an unconditional contract has been entered into with an Affordable Housing Provider to transfer a good and marketable freehold or long leasehold title of the Affordable Housing Land in that Phase to that Affordable Housing Provider.
9. Subject to the provisions of paragraph 10 of this Schedule not without the written consent of the Council to occupy or permit the occupation of those Dwellings constructed as Affordable Housing Units otherwise than as either Rented Social Housing Units or Shared Ownership Housing Units AND not without the written consent of the Council to cause or permit a Rented Social Housing Unit to be

occupied as a Shared Ownership Housing Unit or a Shared Ownership Housing Unit to be occupied as a Rented Social Housing Unit.

10. The restrictions upon the disposal and or occupation of an individual Affordable Housing Unit shall cease and shall not apply upon:

- (a) the exercise by any person of any statutory right to acquire or right of enfranchisement of the Affordable Housing Units;
- (b) exercising the power of sale by a mortgagee or the sale by a receiver appointed by such mortgagee of the Affordable Housing Unit pursuant to statutory powers or the provision of any mortgage or charge.

SCHEDULE 7

"Stewardship Plan"

1. Not to permit the occupation of any Dwelling constructed as part of the Development before the submission to and approval by the Council of the Stewardship Plan.
2. The Owner shall on that part of land referred to in Recital (a) which is the subject of the Stewardship Plan implement the Stewardship Plan as approved by the Council in accordance with the timetable set out in the Stewardship Plan.
3. The Owner shall pay to a transferee of the land or part thereof referred to in Paragraph 2 hereof a sum sufficient in the reasonable opinion of the Owner to complete the implementation of the Stewardship Plan.

SCHEDULE 8

"The Sustainability Plan"

1. In this Schedule the following words and expressions shall have the following meanings:

"Sustainability Matrix"	means the matrix attached as Appendix 4
"Sustainability Plan"	means the plan summarising the process by which innovation and sustainability objectives will be defined, benchmarked, periodically measured, approved and reported in accordance with the Sustainability Matrix
"Sustainability Sum"	means the sum of £10,000 (ten thousand pounds) only

2. Not to permit the occupation of any Dwellings constructed pursuant to the Permission until the Sustainability Plan has been submitted to and approved in writing by the Council, such Plan shall include a timetable for the implementation of the measures identified in the Sustainability Plan. The Sustainability Plan will address inter alia how steps will be taken to:

- (i) Record the implicit aims and objectives of the Millennium Community Standards for achieving significant advances in innovation and sustainability;
- (ii) Monitor against the benchmarks in the Sustainability Matrix and report annually for ten years from the initial construction works on progress with achieving or exceeding the objectives, such reporting to identify if necessary corrective actions and responsibilities;
- (iii) Disseminate by means of periodic reports the innovation and sustainability achievements as a contribution to best practice knowledge and awareness.

3. At no cost to the Council to implement and procure and maintain the implementation of all measures identified in the Sustainability Plan.

4. At no cost to the Council to appoint a sustainability coordinator (if appropriate) to be responsible for administering and monitoring all issues relating to the Sustainability Plan and assessing the performance of the Sustainability Plan and supplying written details thereof to the Council.
5. To cooperate with the Council in such manner and on such occasions as the Council reasonably require in the verification of the accuracy of any data used to assess the extent to which the objectives of the Sustainability Plan have been achieved.
6. To undertake and submit to the Council a review of the Sustainability Plan for the whole of the Development every 36 months (or such other period as may be agreed with the Council) commencing with the date upon which the 100th Dwelling is occupied.
7. The Owner shall pay to the Council the Sustainability Sum upon the first occupation of any Dwelling and the Council covenants to use the Sustainability Sum towards its costs incurred in assessing any review of the Sustainability Plan submitted pursuant to paragraph 6 of this Schedule.

APPENDIX 1

Draft Planning Conditions

1. The development hereby permitted shall be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: This condition is required to be imposed by Section 92 of the Town and Country Planning Act, 1990.

2. The first application for the approval of reserved matters shall be submitted to the local planning authority within three years from the date of this permission, or such later date as agreed by the local authority. All subsequent reserved matters applications shall be submitted no later than six years from the date of this permission, or such later date as agreed with the Local Planning Authority.

Reason: This condition is required to be imposed by Section 91 of the Town and Country Planning Act 1990 and to reflect the size of the development.

3. The submission of reserved matters and the implementation of the development shall be carried out in substantial accordance with:

- The principles of the Design Statement

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- The Regulatory Plan which formed the basis of the environmental impact assessment, the conclusions of which are set out in the environmental statement accompanying the outline planning application.

Reason: To define the scope of this permission.

4. The approval of the Local Planning Authority shall be obtained in writing with respect to the following "reserved matters" within each reserve matters application before any development within that reserved matters application is commenced:-

- The siting and layout of the buildings (including each social/affordable dwelling)
- The design and external appearance of the buildings
- The means of access to all the proposed buildings
- The landscaping of the site

Reason: The application is an outline application under the provisions of Article 1(2) of the Town and Country Planning General Development (Procedure) Order 1995 and no particulars have been submitted with respect to the matters reserved in this permission.

5. The reserved matters applications relating to the means of access to all the proposed buildings shall include the following information for the approval of the Local Planning Authority.

- The tactile treatment of all paved surfaces.
- The alignment of all roads, footpaths, cycleways and other means of access and the gradient and width of all pedestrian paths.
- The details of the full road construction including lighting, signing and road markings.
- Details of drainage from roads to an acceptable drainage outfall
- The means of enclosure within the site including the height, design and position of all new walls and fences and new hedges.
- The space and means of access to be provided for the loading, unloading, parking and turning of vehicles.
- The provision to be made for the adequate garaging and/or parking of motor vehicles for each dwelling and other uses on the site and means of surface water drainage for these areas.
- The external lighting for the site.
- The means of access for disabled people

The approved details shall be implemented in full for each phase of the development in accordance with a scheme to be submitted to and agreed by the Local Planning Authority before each phase of the development commences on site.

Reason: To ensure the development is of an appropriate standard.

Relevant Policies: H12 Residential development, T4 Development Principles, T9 The Footpath, Cycleway and Bridleway Network, T17 Access and Movement in Residential areas.

6. No development shall take place on the site (other than enabling works) until a phasing plan has been submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the phasing plan as approved

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unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the proper implementation of the development.
Relevant Policies: H12 Residential Development, UD2 Design Criteria.

7. No development shall take place on the site until details are submitted and approved by the Local Planning Authority indicating a timetable for delivery of the site access junctions and improvements to the off-site highway junctions. The details should generally accord with the proposals contained in para. 8.1 of the Transport Assessment submitted with the application. The junctions comprise :-

- The Western Site Access Layout – mini roundabout solution, shown in principle on Figure 13 of the accompanying TA
- The Eastern Site Access Layout – mini roundabout solution, shown in principle on Figure 15 of the accompanying TA
- Wombridge Way Access Layout - traffic signal controlled junction, shown in principle on Figure 17 of the accompanying TA
- Ketley Crossroads Layout – widening of Waterloo Road arm of the junction, shown in principle on Figure 18 of the accompanying TA.

The site access junctions/off-site highway improvements shall thereafter be delivered in accordance with the approved timetable.

Reason: To ensure safe and satisfactory accesses into the site
Relevant Policies T2 Road Congestion, T5 Public Transport Corridors, T22 Planning Obligations

8. Before the construction of each of these access junctions/off-site highway improvements referred to in condition 6 above, full highway constructional details shall be submitted to and approved by the Local Planning Authority. The site access junctions/off-site highway improvements shall thereafter be constructed in accordance with the approved details.

Reason: To ensure safe and satisfactory accesses into the site.
Relevant Policies T2 Road Congestion, T5 Public Transport Corridors, T22 Planning Obligations

9. No development shall take place on any individual reserved matters application until a Site Environmental Management plan has been submitted to and approved by the local planning authority. The plan should comply with the Considerate Constructors Scheme and include the following issues:

- parking for site personnel
- storage of plant and materials
- storage of oil, fuels and chemicals
- loading and unloading of plant and materials
- protection of ecology and archaeology
- preventing mud being deposited on the highway
- Measures for the control and reduction of noise from construction works
- Measures to be used for the control of construction traffic within the site and on the surrounding highway network
- Hours of operation of construction and other works on the site
- measures for the monitoring and enforcement of the plan.

The agreed plan shall be complied with at all times during construction work.

Reason: To protect the amenities and natural features of the area and to avoid congestion in the surrounding area

Relevant Policies EH1 Pollution, EH4 Noise:New Development, OL9 Species Protection, T2 Road Congestion, H12 Residential Development

10. No development shall take place on any individual reserved matters application site until a statement setting out how the development will meet The Building Research Establishments 'Excellent' Ecohomes rating scheme (at the date of registration) and millennium community targets has been submitted to and approved by the Local Planning Authority. All provisions of the statement shall subsequently be implemented in full.

Reason: To ensure a high standard of sustainable development.

Relevant Policies: NR3 Energy Use

11. No building or part of a building within the site which is to be used for uses within Class A3, A4 and A5 of the Town and Country Planning (Use Classes) Order 1995, as amended, shall be occupied for trading until fume extraction and mechanical ventilation equipment has been installed in accordance with details that shall have first been submitted to and approved by the Local Planning Authority. The equipment shall thereafter be retained and operated in its approved form for so long as the approved use of that building continues.

Reason: To ensure satisfactory provision is made for the extraction of fumes and in the interests of amenity.

Relevant Policies: S26 Control Of Food And Drink

12. No development shall take place until a comprehensive scheme for the reprofiling of the ground levels across the site required during the earth moving, preconstruction and construction phases has been submitted to and approved by the Local Planning Authority. The agreed scheme shall include the method of working, phasing, mitigation measures, maintenance and restoration proposals including a programme of works. The approved scheme shall be implemented in full.

Reason: To safeguard the water environment

Relevant Policies EH1 Drainage, EH2 Flooding

13. Each reserved matters application shall include a topographical survey of existing ground levels contoured at one metre intervals together with details of proposed finished floor levels, specific to two decimal places including for built development, highways, footways and car parking.

Reason: To enable the Local Planning Authority to assess the effects of the proposed development on flood defence/land drainage in compliance with PPG25.

Relevant Policies EH1 Drainage, EH2 Flooding

14. Shallow Mining: No development shall take place until an investigation has been undertaken to quantify the extent and condition of any shallow mineworkings which may exist. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Local Planning Authority. The results of the investigation shall be provided to the Local Planning Authority and shall include recommendations for site stabilisation and foundation design. The agreed recommendations shall be implemented in

full and written evidence to confirm completion of the work provided to the Local Planning Authority, in accordance with the agreed scheme.

Reason: To ensure that the site is properly stabilised before the development commences and that the foundations of the building are designed to take account of prevailing ground conditions.
Relevant Policies: EH14 Land Stability

15. Slope Stability: In the areas of the application site affected by the railway cutting, spoil mounds, steep gradients and where significant changes in gradient are proposed, no development shall take place until an investigation has been undertaken to ascertain whether these areas are affected by slope instability. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Local Planning Authority. The results of the investigation shall be provided to the Local Planning Authority and shall include a scheme for any remedial measures and drainage provision. The approved remedial measures shall be implemented in full and written evidence to confirm completion of the work provided to the Local Planning Authority.

Reason: To ensure that the slope is fully stabilised.
Relevant Policies: EH14 Land Stability

16. Near Surface ground conditions: No development shall take place until an investigation has been carried out to determine the characteristics and suitability of near surface ground conditions. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Local Planning Authority, but should as a minimum include testing to confirm the suitability for reuse of any spoil material, including the potential for spontaneous combustion, and an assessment of the material's susceptibility to changes in moisture content and inundation.

The results of the investigation shall be submitted to and approved by the Local Planning Authority and shall include recommendations for housing layout, foundation design and any site stabilisation necessary. The agreed recommendations shall be implemented in full and written evidence to confirm completion of the work provided to the Local Planning Authority.

Reason: To ensure that the site is fully remediated before development takes place and that any buildings are suitably protected.
Relevant Policies: EH14 Land Stability

17. Land Contamination: No development shall take place until an investigation of the site has been undertaken to quantify the type, extent and concentration of any soil contamination which may exist. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Local Planning Authority. The results of the investigation shall be submitted to and approved by the Local Planning Authority and shall include a method statement containing recommendations for a scheme of remediation and foundation design, protection and implementation. The approved method statement shall be implemented in full and written evidence to confirm completion of the work provided to the Local Planning Authority.

Reason: To ensure that the site is fully remediated before development takes place and that any buildings and the environment are suitably protected.
Relevant Policies EH7 Contaminated land and EH8 Remedial action on contaminated land.

18. If during development contamination not previously identified, is found to be present at the site then no further development (unless otherwise agreed in writing by the Local Planning Authority) shall be carried out until the developer has submitted an addendum to the method statement referred to in condition 16 above. This addendum shall be submitted to and approved by the Local Planning Authority and must detail how this previously unsuspected contamination will be dealt with. From the date of approval the addendum shall form part of the method statement.

Reason: To ensure that the site is fully remediated before development takes place and that any buildings and the environment are suitably protected.
Relevant Policies EH7 Contaminated land and EH8 Remedial action on contaminated land.

19. No development shall take place on the site until the method for piling foundations, where piling is required, has been submitted to and approved by the Local Planning Authority. Any piling shall thereafter be implemented in accordance with the approved details.

Reason: The site is contaminated/potentially contaminated and piling could lead to contamination of groundwater in the underlying aquifer.
Relevant Policies EH7 Contaminated land and EH8 Remedial action on contaminated land.

20. Soil gases: No residential development shall take place within 50m of a gassing landfill site. Gas protection measures should be incorporated into the foundations of all properties within 250 metres of the landfill sites in accordance with a scheme to be submitted to and approved by the Local Planning Authority.

Reserved matters applications shall be accompanied by a risk assessment to ensure that the gassing regime of the landfill sites will not be adversely affected either by the surcharge loading of material being landscaped above Beveley Glen Landfill Site or by the proposed access road. The recommendations contained in the risk assessment shall be approved by the Local Planning Authority and implemented in full.

Reason: To ensure that the development is adequately protected from the migration of gas.
Relevant Policies: EH7 Contaminated Land, EH8 Remedial action on contaminated land, EH9 Residential Development on or within 50 metres of Gassing Landfill sites.

21. No development shall take place until an overall drainage strategy for both surface water and foul drainage has been submitted to and approved by the Local Planning Authority. The approved drainage strategy shall include :-

- details of a scheme for the provision and implementation of surface water limitation,
- the phasing and future maintenance/stewardship.

Each reserved matters application shall include a scheme for foul and surface water drainage to be submitted to and approved by the Local Planning Authority. The scheme shall include details of a management regime, which demonstrates how the proposal fits into and is compatible with the overall drainage strategy. The approved scheme shall be implemented in full before the first of the dwellings in each phase is occupied unless otherwise agreed by the Local Planning Authority in writing.

Reason: To ensure the appropriate drainage of the site
Relevant Policies: EH2 Drainage

22. Soakaways shall only be used in areas on the site where they do not present a risk to groundwater. No soakaways shall be provided until their location(s) have been submitted to and approved by the Local Planning Authority.

Reason: To prevent pollution of controlled waters.
Relevant Policies: EH2 Drainage

23. The overall drainage strategy and the approved schemes, referred to in condition 20 above, for the disposal of surface water from the sites shall make provision for the protection from pollution of the habitats of Greater Crested Newts and other flora and fauna identified in the Environmental Statement as being of ecological importance both during the construction periods and following the completion of each phase of the development.

Reason: To safeguard existing ecological habitats of importance
Relevant Policies OL9 Species Protection

24. The approved schemes referred to in condition 20 above shall include measures to ensure that prior to being discharged to any watercourse, surface water sewer or soakaway system, surface water drainage from parking areas and hardstandings used for the parking of commercial vehicles shall be passed through an oil interceptor designed and constructed to have a capacity and details compatible with the area being drained. Roof water shall not pass through the interceptor.

Reason: To prevent pollution of the water environment.
Relevant Policies EH2 Drainage

25. No modification of any watercourse, banks or culvert shall take place until modelling details have been submitted to and approved by the Local Planning Authority. The approved modifications shall be implemented in full.

Reason: To prevent an increased risk of flooding on and off the site.
Relevant Policies EH3 Flooding.

26. There shall be no new buildings, structures (including gates, walls and fences) or raised ground levels within:

- 5 metres of the top of any bank of watercourses and/or
- 3 metres of any side of an existing culverted watercourse
Inside or along the boundary of the site, unless otherwise agreed by the Local Planning Authority.

Reason: To maintain access to the watercourse for maintenance or improvements and to provide for overland flood flows.
Relevant Policies EH2 Drainage

27. The land contamination investigation and method statement for the remediation referred to in condition 16 above shall also include recommendations to ensure there is minimum impact on the ground and surface waters on the site. These recommendations shall be submitted to and approved by the Local Planning Authority as part of the method statement. The recommendations should also include provision for post remediation sampling and the monitoring and reporting of results. The approved method statement shall be implemented in full.

Reason: To ensure that the proposed site investigations and remediation will not cause pollution of controlled waters.

Relevant Policies : EH1 Pollution, EH7 Contaminated land, EH8 Remediation of contaminated land.

28. No buildings shall be erected or trees planted within 2.5 metres of public sewers under 300mm diameter or within 5 metres of public sewers over 300mm diameter, unless otherwise approved by the Local Planning Authority.

Reason: To maintain essential access for maintenance, repair, renewal and to protect the structural integrity of the public sewerage system.

Relevant Policies EH2 Drainage

29. Any facilities for the storage of oils, fuels or chemicals shall be sited on impervious bases and surrounded by impervious bund walls. The volume of the bunded compound should be at least equivalent to the capacity of the tank plus 10%. If there is more than one tank, the compound should be at least equivalent to the capacity of the largest tank, or the combined capacity of interconnected tanks, plus 10%. All filling points, vents gauges and sight glasses must be located within the bund. The drainage system of the bund shall be sealed with no discharge to any watercourse, land or underground strata. Associated pipe work should be located above ground and protected from accidental damage. All filling points and tank overflow pipe outlets should be detailed to discharge downwards into the bund. Any vehicle loading and unloading bays related to these facilities shall not be connected to surface water drainage system.

Reason: To prevent pollution of the water environment.

Relevant Policies: EH1 Pollution

30. No sewage or trade effluent (including cooling water containing chemical additives, vehicle washing effluent and steam cleaning effluent), shall be discharged to the surface water drainage system.

Reason: To prevent the pollution of the water environment.

Relevant Policies: EH1 Pollution

31. No development of any commercial premises which have the potential to produce noise directly or through customers that may be audible at the nearest residential premises, shall take place until a comprehensive noise survey and a noise mitigation report has been prepared, submitted to and approved by the Local Planning Authority. Following construction all approved noise mitigation measures shall be implemented unless otherwise agreed with the Local Planning Authority before the buildings are occupied.

Reason: In the interests of amenity and the proper safeguarding of residents from noise generated.

Relevant Policies: EH4 Noise

32. No development shall take place on the site until a scheme for the translocation and management of conservation notable habitats as defined in the Environmental Statement, (A Habitat Management Plan) has been submitted to and approved by the Local Planning Authority. The approved scheme shall be implemented in full. The scheme shall incorporate, amongst other things, the following:

- Phasing of translocation of the different habitats

- Protection and management of both retained and translocated habitats during construction works
- Management of habitats in the longer term.
- Passive management of access to areas of nature conservation value
- Long term monitoring of populations
- Wildlife education programme for residents.

Reason: To ensure the retention of important notable habitats and their long term management for the benefit of existing area and wider community
Relevant policies OL2 Open land and landscape, OL9 Species protection, OL13 Maintenance of open land, UD2 Landscape design.

33. No development shall take place on any individual reserved matters application until a plan showing details of all existing trees on site with a stem diameter of 100mm or greater within the hatched areas on the attached plan and 300mm elsewhere on the site has been submitted to and approved by the Local Planning Authority. These details shall include:

- Location, species, reference number, girth or stem diameter, accurately plotted crown spread and an assessment of condition
- Existing ground levels at the base of trees shall be given where nearby changes in level or excavations are proposed
- Trees to be removed in conjunction with the proposed development shall be clearly marked as such on a plan
- Positions and details of fencing or hoardings, prohibited areas and other physical means of protecting trees

Reason: To enable proper consideration to be given to the impact of the proposed development on existing trees.
Relevant Policies: UD4 Landscape Design

34. On trees identified for retention in condition 32 above, no ground clearance, demolition, or construction work shall commence on any individual reserved matters application until a chestnut pale or similar form of protective fencing, to BS 5837: 1991 at least 1.25 metres high securely mounted on timber posts firmly driven into the ground has been erected around each tree/tree group or hedge to be preserved on the site or on immediately adjoining land. The fencing shall be located at least 1.00 metre beyond the line described by the furthest extent of the canopy of each tree/tree group or hedge. Within the areas so fenced, the existing ground level shall be neither raised nor lowered; all excavations shall then be carried out by hand. Roots with a diameter of more than 25 millimetres shall be left uncovered. There shall be no development or development-related activity of any description, including the deposit of spoil or the storage of materials within the fenced areas. The Local Planning Authority shall be advised in writing when the protective fencing has been erected so that it can be checked on site before development commences, and the fence shall thereafter be maintained during the period of construction.

Reason: To prevent trees or hedgerows on site from being damaged during building works.
Relevant Policies: OL11 Woodland and Trees

35. No development shall take place on any individual reserved matters application until full details of both hard and soft landscape proposals have been submitted to and approved by the Local Planning Authority and these works shall subsequently be carried out as approved. These details shall include:

- Existing and proposed finished levels or contours
- Means of enclosure
- Car parking layouts
- Other vehicle and pedestrian access and circulation areas
- Hard surfacing materials
- Minor artefacts and structures (e.g. furniture, refuse or other storage units, signs, lighting)
- Proposed and existing functional services above and below ground (e.g. drainage, power, communications cables, pipelines, etc. indicating lines, manholes, supports, etc.)
- Retained historic landscape features and proposals for restoration, where relevant

Soft landscape details shall include:

- Planting plans
- Written specifications (including cultivation and other operations associated with plant and grass establishment)
- Schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate
- Implementation timetables

Reason: To ensure the provision of amenity afforded by appropriate landscape design.

Relevant Policies: OL12 Open land and Landscape, OL13 Maintenance of Open Space, LR4 Outdoor Recreational Open Space, LR6 Developer contributions to outdoor recreational open space provision, UD4 Landscape Design.

36. All hard and soft landscaping works referred to above shall be carried out in accordance with the approved details and to a reasonable standard in accordance with the recommendations of the latest edition of the appropriate British Standards (in particular BS 3936 and BS 4426) or other recognised Codes of Good Practice. The works shall be carried out prior to the marketing and sale of any part of the development in accordance with an implementation programme as submitted to and approved by the Local Planning Authority. Any trees or plants that, within a period of 5 years of planting, are removed, die or are seriously damaged shall be replaced as soon as reasonably practicable and certainly with the next planting season with species, size and number as originally approved unless otherwise agreed by the Local Planning Authority.

Reason: To ensure the provision of amenity afforded by appropriate landscaping.

Relevant Policies : OL12 Open land and landscape, OL13 Maintenance of open space.

37. No dwelling to be occupied on the site until a scheme for the management and stewardship of all the open space within the site has been submitted to and approved by the local planning authority. The scheme shall address all areas identified in the Regulatory Plan and referred to in the Environment Statement and Design Statement, submitted as part of the application, and shown as being retained as open space. The scheme should address the following issues:

- Maintenance of all open space, LEAPS/NEAP, non equipped play areas, nature conservation areas and the sustainable drainage system in the site (not adopted by the Council, Utilities or included in plot transfers) for a period of 15 years.
- Access arrangements for all areas of open space
- The protection of existing and new tree planting, hedgerows and landscaping

- Archaeological and Ecological protection
- Archaeological and Ecological interpretation

The approved scheme shall be implemented in full.

Reason: To ensure the long term management of open spaces for the benefit of the existing area and future residents.

Relevant Policies: OL12 Open land and Landscape, OL13 Maintenance of Open Space, UD4 Landscape Design.

38. No development shall take place on the site until a scheme, which sets out a programme for the phased implementation of proposals for:

- the replacement of the existing play facilities on the site (play areas, play equipment, BMX track and kickabout area) with temporary facilities if necessary in the short term,
- for the provision of the new play areas (2 LEAPs and a NEAP) and
- the Community Park

identified on the Regulatory Plan and approved under condition 3, has been submitted and approved by the Local Planning Authority. The approved scheme shall be implemented in full.

Reason : To ensure the provision for the replacement of existing play facilities and phased provision of new play facilities on the site.

Relevant policies LR4 Outdoor Recreational Open Space , LR6 Developer Contributions to outdoor recreational open space provision.

39. A scheme for the design, landscaping and equipping of each of the play areas (2 LEAPs and a NEAP including all play equipment, kickabout area, BMX track and skate park) and the Community Park identified in the Regulatory Plan shall be submitted to and approved by the Local Planning Authority in accordance with the programme approved in condition 37 above. The scheme shall include details of the following matters:

- Detailed specifications of the equipment to be provided
- Finished levels and contours
- Means of enclosure
- Vehicle and pedestrian access and circulation,
- Hard surfacing
- Landscaped areas

The approved schemes shall be implemented in full.

Reason : To ensure the provision play facilities on the site is in accordance with current standards.

Relevant policies LR4 Outdoor Recreational Open Space , LR6 Developer Contributions to outdoor recreational open space provision.

40. There shall be no new housing constructed within 20m of the boundary of a LEAP or 30m of the boundary of the NEAP.

Reason: To minimise disturbance to adjacent residents and to ensure the provision of play areas in accordance with National Standards.

Relevant policies LR4 Outdoor Recreational Open Space , LR6 Developer Contributions to outdoor recreational open space provision, EH4 Noise: New Development and EH5 Noisy Outdoor Sports Facility.

41. No dwellings shall be sold within 100m of the LEAPS and NEAP until these play areas have been constructed unless otherwise agreed by the Local Planning Authority.

Reason: To ensure that residents are fully aware of the play facilities to be provided prior to the occupation of these dwellings.

Relevant policies LR4 Outdoor Recreational Open Space , EH4 Noise: New Development and EH5 Noisy Outdoor Sports Facility.

42. The existing community centre (Parkside) shall not be closed and demolished until a scheme for the provision of a new temporary community centre, together with the provision of associated parking, has been submitted to and approved by the Local Planning Authority. These facilities shall be provided prior to the closure and demolition of the existing community centre and shall remain available for use until an alternative permanent community centre is provided within the site.

Reason: To ensure the phased provision for the replacement of existing community centre and play facilities on the site.

Relevant policies LR4 Outdoor Recreational Open Space , LR6 Developer Contributions to outdoor recreational open space provision.

43. No development shall take place on any individual reserved matters application on any area identified in the Environmental Statement as being of potential archaeological interest until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority. Such a programme must be prepared and carried out under the supervision and with the agreement of an archaeologist approved by the Local Planning Authority.

Reason: The site is known to be in an area of archaeological importance.

Relevant Policies: HE21 Archaeological Sites, HE22 Archaeological Evaluation and Assessments, HE23 Archaeology and Development.

44. No development shall take place on any individual reserved matters application on any area of archaeological interest until a scheme to allow access to any archaeologist approved by the Local Planning Authority to observe the excavations and record items of interest, has been submitted to and approved by the Local Planning Authority.

Reason: The area is of archaeological potential and it is important that any archaeological features and finds are properly recorded.

Relevant Policies: HE21 Archaeological Sites, HE22 Archaeological Evaluation and Assessments, HE23 Archaeology and Development.

45. No development or construction works in ecologically sensitive areas identified in the Environmental Statement shall take place until updated ecological surveys, as required, to determine the presence and extent of protected species, notably badgers, great crested newts, breeding birds, bats, reptiles and butterflies have been submitted to and approved by the Local Planning Authority.

Reason: To protect the ecology of the area

Relevant Policies: OL9 Species Protection

46. Construction of any development in ecologically sensitive areas identified in the Environmental Statement and any subsequently updated ecological surveys shall not take place where surveys indicate the presence of protected species until a scheme for appropriate mitigation measures has submitted to and approved by the Local Planning Authority. The agreed scheme shall be implemented in full, following the securing of the appropriate licenses if required from English Nature and DEFRA.

Reason: To protect the ecology of the area
Relevant Policies: OL9 Species Protection

47. The area of business and commercial uses within the site shall not exceed 2700sq metres and shall be limited to small scale office (Use Class B1, A2), local retail and leisure (Use Class A1, A3, A4, A5), and community uses (Use Class D1 of the Town & Country Planning (Use Classes) Order 1987), unless otherwise agreed in writing by the Local Planning Authority.

Reason: to safeguard the character and appearance of the area and to ensure it conforms to the design statement submitted with the application.

Relevant Policies UD1 Reinforcing local distinctiveness and design quality, UD2 Design Criteria.

48. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking or re-enacting that order with or without modification), the following development shall not be undertaken without express planning permission first being obtained from the Local Planning Authority.-

- extension to the dwelling
- free standing building within the curtilage of the dwelling
- addition or alteration to the roof
- erection of a porch
- hard surfacing
- container for the storage of oil
- satellite antenna
- any windows or dormer windows

Reason: To enable the Local Planning Authority to control the development and so safeguard the character and visual amenities of the area, and to ensure that adequate private open space is retained within the curtilage of the building.

NOTE – ALL APPROVALS BY THE LOCAL PLANNING AUTHORITY SHALL BE IN WRITING.

INFORMATIVES

SCOPE OF CONSENT - Legal Agreement

The land and premises referred to in this planning permission are the subject of an Agreement under Section 106 of the Town and Country Planning Act 1990.

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Section S278 Agreement with the Highway Authority

This application will need to be subject to an agreement under S278 of the Highways Act to secure off-site works.

GROUND CONDITIONS - Minerals Area

This site is situated within an area where the stability of the land may be affected by former mineral workings. All excavations should be undertaken with care. Anything uncovered that may be associated with former mineral workings should be reported immediately to the Local Planning Authority.

CONDITIONS

The above conditions have been imposed in accordance with both the policies contained within the Development Plan and national Town & Country Planning legislation.

ENVIROMENT AGENCY NOTES

In respect of **condition 12** details must include clearly how the works will be staged to ensure that surface water run-off is not increased downstream and that the watercourse does not become silted during the interim phases of the development.

In respect of **condition 21**:

- site operators should ensure that there is no possibility of contaminated water entering and polluting surface or underground waters
- foul sewage disposal must be to mains
- Severn Trent Water should be consulted, and confirmation received that there is sufficient capacity in terms of both sewerage and sewage treatment to accommodate this development without causing pollution to the water environment and without causing problems to existing users and residents.

The attenuation flow rates shall be in accordance with the FRA as amended, (including Plan 11260-S124.dwg wrigs02 dated November 2004) with a maximum pass forward of 10l/s/hectre for the 1% probability flood event and should replicate the pass forward flows as set out in the FRA for the lesser events i.e. 2.9l/s/h for the 100% probability flood event.

The drainage works for each and every phase should be completed in accordance with the details and timetable agreed.

The detailed design should incorporate the use of sustainable drainage techniques as set out in the Flood Risk Assessment Appendix K of the planning application dated July 2004 as amended by the Entec letter dated 18 October ref 11260p484/AMM/tjism and the Entec letter dated 5 November 2004 ref 11260P542/AMM/tjism and Drawing 11260-8124.dwgwrigs02 dated November 2004

The applicant should demonstrate that they can provide storage for the 1% annual probability flood (plus 20% for climate change)

There must be no interruption to the surface water drainage system of the surrounding land as a result of the operations on the site. Provisions must be made to ensure that all existing drainage systems continue to operate effectively and that riparian owners upstream and downstream of the site are not adversely affected.

24 01 2006

Surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management (SUDS). This approach involves using a range of techniques including soakaways, infiltration trenches, permeable pavements, grassed swales, ponds and wetlands to reduce flood risk by attenuating the rate and quantity of surface water run-off from a site. This approach can also offer other benefits in terms of promoting groundwater recharge, water quality improvement and amenity enhancements. Approved Document Part H of the Building Regulations 2000 sets out a hierarchy for surface water disposal which encourages a SUDS approach.

Further information on SUDS can be found in PPG25 paragraphs 40-42, PPG25 appendix E, in the CIRIA C522 document Sustainable Urban Drainage Systems-design manual for England and Wales and the Interim Code of Practice for Sustainable Drainage Systems. The Interim Code of Practice provides advice on design, adoption and maintenance issues and a full overview of other technical guidance on SUDS. The Interim Code of Practice is available on both the Environment Agency's web site at: www.environment-agency.gov.uk and CIRIA's web site at www.ciria.org.uk

The development should not result in any increase in flows through the culvert under the railway line.

The proposal includes potential works to an ordinary watercourse details of which may require the prior formal consent of the Agency under the terms of the Land Drainage Act 1991.

In respect of **condition 25** if modifications to the existing watercourse, banks, culvert are proposed, they will require further modelling of the Beverley Glen Brook.

In respect of **condition 29** fuel storage areas must comply with the Control of Pollution (Oil Storage) (England) Regulations 2001

Waste Information

Insufficient information has been provided to provide guidance on the most appropriate authorisations for the activities involved. As a general principle:-

Where any proposal involves the excavation and redeposit of soils/subsoils/rock etc then normally providing the material is suitable for use without further treatment, and is necessary for relevant works of construction, then the Agency would not consider the excavated materials to be waste as it has not been discarded.

Where the excavated soils/subsoils/rock are contaminated and need to be treated to make them suitable for use, then the Agency would consider the soils/subsoils/rock to be waste.

A mobile plant licence or a waste management licence may be required to treat the waste to make it suitable for use.

It should be noted that even after treatment, the soil/subsoil/rock may still be considered as waste and a waste management licence or an exemption from waste management licence or in some cases a Pollution Prevention and Control Permit (PPC Permit) may be required for emplacement/deposit.

REASONS FOR GRANT OF PLANNING PERMISSION

24/01/2006

The decision to grant planning permission has been taken having regard to the policies and proposals in the Shropshire and Telford & Wrekin Joint Structure Plan 1996 – 2011 and the Wrekin Local Plan 1995 – 2006 set out below, and to all relevant material considerations, including Supplementary Planning Guidance:

Shropshire and Telford and Wrekin Joint Structure Plan 1996-2011 Policies:-

- P1 Spatial Strategy
- P3 Previously Used Land
- P6 Housing Development in Telford and Wrekin
- P10 Range and Choice of Housing Sites
- P13 Affordable Housing
- P17 Crime and Disorder
- P19 Mixed Use Developments
- P20 Open Space
- P27 Town Centres and Retailing
- P31 Sustainable Transport
- P32 Public Transport
- P33 Safeguarding Rail Infrastructure
- P44 Trees, Woodlands and Hedgerows
- P45 Protection of internationally important sites
- P48 Biodiversity
- P49 Species Protection
- P50 Mitigation Measures on Nature Conservation Sites
- P53 Water Resources
- P54 Flooding
- P55 Derelict Land
- P56 Energy Efficiency
- P57 Renewable Energy

Wrekin Local Plan 1995-2006 Policies.

- H4 Site allocations in Telford
- H6 Windfall sites
- H12 Residential development
- H22 Community facilities
- H23 Affordable Housing
- T2 Traffic Congestion
- T5 Public Transport Corridors
- T9 The Footpath, Cycleway and Bridleway Network
- T17 Access and Movement in Residential areas
- T22 Planning Obligations
- OL1 All Open Land
- OL2 Designated Areas
- OL6 Open Land
- OL9 Species Protection
- OL10 Water Bodies
- OL12 Open land and Landscape
- OL13 Maintenance of Open Space
- LR4 Outdoor Recreational Open Space
- LR6 Developer contributions to outdoor recreational open space provision.
- EH1 Pollution
- EH2 Drainage
- EH3 Flooding

EH4 Noise
EH6 Transport Noise
EH7 Contaminated Land
EH8 Remedial action on contaminated land.
EH9 Development within 50 metres of a gassing landfill site
EH10 Development on or within 50 metres of a gassing landfill site
EH11 Development between 50m and 250m of a gassing landfill site
EH14 Land Stability
NR3 Energy Use
NR4 Water Resources
NR5 Surface Water Runoff
NR6 Waste Disposal and Recycling facilities
UD1 Reinforcing local distinctiveness and design quality
UD2 Design Criteria
UD3 Urban Design Assessments
UD4 Landscape Design
UD6 Major Transport Corridors and Gateways into Telford
HE 22 Archaeological Evaluation and Assessment
HE23 Archaeology and Development.

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The content of this email has been automatically checked in conjunction with the relevant policies of the Borough of Telford & Wrekin.

24-01-2006

APPENDIX 2

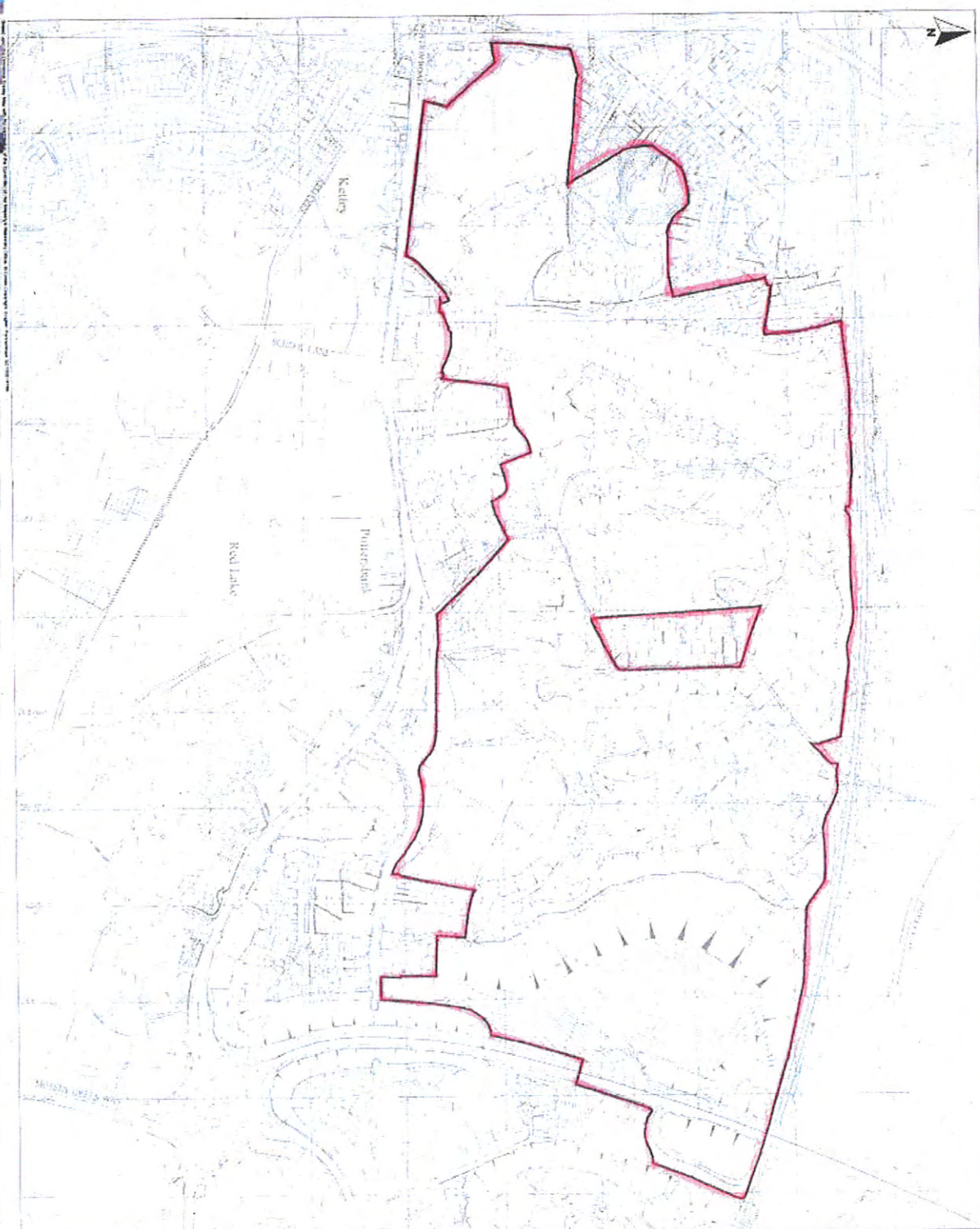
Regulatory Plan



- MAP:** Neighbourhood envelope area of city
- LAP:** Local equipped area of city
- LAP:** Local area of city
- Recreation areas:** Areas arranged for recreation for the entire locality
- Open space:** Open municipal open space
- Binoway:** Conditions to separate motor from vehicles
- Footpaths:** Area where cars are excluded
- Squares:** Shared vehicle/pedestrian axis
- Ecological areas:** Areas purchased for ecology but with some access
- School grounds:** Institutional recreation space
- Neel Needs**
- Site Boundary**
- Building line:** The ground floor level of the development blocks within 1.5m
- Access Road:** Road access and bus route through public, restricted access to traffic control
- Home Zones:** Area of home zone environment
- Height:** Up to 5 storeys
- Height:** Up to 3 storeys
- Height:** Up to 2.5 storeys
- Access Road:** Secondary access roads
- Lot:** Block width 12.00m

APPENDIX 3

Site Plan A
Site Plan B



SITE PLAN.

1/2" = 1' SCALE



0 50 100 FEET

THE MUSEUM COMPANY

Application Boundary

1/2" = 1' SCALE

APPENDIX 4

Sustainability Matrix

SUSTAINABILITY MATRIX

Topic	Objective for TMC (2002/2003)	Current Practice (2002/2003)	TMC Performance Target	Illustrative Measures	Monitoring Arrangement	Verification Process
Material Energy	Reduce total (including heating, hot water and lighting) material energy consumption by 25% over a building's useful life (2002 edition) compliant dwelling	Flat: 125 kWh/m ² /yr Terraced House: 140 kWh/m ² /yr Detached House: 160 kWh/m ² /yr	Flat: 100 kWh/m ² /yr Terraced House: 110 kWh/m ² /yr Detached House: 128 kWh/m ² /yr	Improve insulation standards, efficient heating systems, Efficient appliances, Natural daylighting and passive solar gain	NHER design checks	Show TMC performance through MHERSAs calculations
Embedded Energy	No material of high embodied energy to be used instead of a material of low embodied energy (defined by the Green Guide Housing Supplement to the Code for Sustainable Homes Rating method), unless a firm whole life energy or firm technical case for its use exists. Embodied energy factor in constructing a typical dwelling should be reduced by 50%.	-Flat: 300 kg/m ² Terraced House: 550 kg/m ² Houses: 530 kg/m ²	Flat: 250 kg/m ² Terraced House: 300 kg/m ² Houses: 285 kg/m ²	Carry out selection of materials taking whole life performance into account	Embed 2 analysis of other appropriate data from specific products (see footnote)	Show TMC performance through analysis based on the unit mix and infrastructure inputs
Water	Reduce mains water consumption in the home by 20% relative to the 2002 Environment Agency national personal average of 160 litres	125 litres per person per day	127 litres per person per day	Water saving appliances, Water recycling	Homeowners water use calculations	Carried out throughout calculations
Construction Waste	Reduce average construction waste (excluding groundwater) to a maximum of 20m ³ per dwelling	50 cubic metres per house	29 cubic metres per house	Measurement of construction waste, Segregation of waste for reuse and recycling	Carrying site and waste record observations on a phase by phase basis	Final waste analysis on completion of each phase to show if net recycling
Injury/Risk	Improve on the national average injury rate (injury classification over three days) by 50%	11 incidents per 1,000 workers	5.9 incidents per 1,000 workers	Targeted actions for accident black spots, Tool box talks or Health and Safety Use of modern methods	Monitored through monthly incident returns	Summary of labour and HSE returns to show 50% reduction on baseline figures
11 Data Points	Incorporate easily accessible level 11 data points to living room and bedrooms in each dwelling	None	Two double sockets in each habitable room, CAT two data points in main habitable rooms	Defined by performance target	Design assessment	Final data locations surveyed in returns are Footnotes reviews
Daylight	Improve on current Building Regulations daylight by 50%	15% average in living areas, 2% kitchen	140% average in living areas, 2.2% kitchen	Matching window sizes with room's lighting source	BSE/206 Design Checks	Daylight calculations to show 10% improvement

Topic	Objective for TMC	Current Practice (2002/2003)	TMC Performance Target	Illustrative Measures	Monitoring Arrangement	Verification Process
Noise Proofing	Improve on noise proofing standards for the average levels achieved by other 44 solutions registered with Robust Details Ltd.	Reduced Building Regulations Part E	Equal to average levels approved by Robust Standard Details	Equal to Robust Standard Details and increase in situ the acoustic performance of a sample of units	Compliance with Robust Standard Details or register performance of sample of units. Appropriate in situ testing plus ongoing in situ quality assurance checks.	Comply with registration of details with Robust Details Ltd or review of type and quality assurance test reports
Quality	Reduce the number of 'snagging' defects recorded at hand-over by achieving a score of 8 or higher in 95% of dwellings. The scoring system will be that defined within the B11 Construction Best Practice Guide 2002. Key Performance Indicator 4.	KPI occupants score 6 on quality performance in 95% homes	KPI occupants score 8 on quality performance in 95% homes	Implement clarity management system throughout the design and construction process	Use Constructing Excellence methodology	Occupants survey score > 8 in 95%
Scheme Development Standards	Increase plot and dwelling size to conform to the Housing Corporation's essential scheme development standards	Private housing space standards less than affordable	Increase plot and dwelling size to conform to the Housing Corporation's essential scheme development standards	Rooms sized to take into account standard furniture layouts for different occupancies	Assessment framework completion	Show compliance with assessment framework
Domestic Waste	Provide facilities in the home to allow occupants to re-use 50% of domestic waste into recyclable waste components	No internal sorting of recyclable waste. Total waste 20kg per household per week (average)	Provide facilities to sort 50% (12.5kg) waste per household per week	Recycling bins to be provided internally and externally to fit with the local authority requirements	Capacity of internal bins for separation and removal collectors	Survey of collections to show 50% recycled
Ecot Homes + BREEM	Achieve an Excellent EcotHomes rating for all residential buildings	Achieve an EcotHomes Pass rating for all residential units. BREEM Pass for all non residential	Achieve an EcotHomes Excellent rating for all residential units. BREEM Pass for all non residential	As defined within the EcotHomes and BREEM assessment manuals	EcotHomes and BREEM Proactive monitoring from early design stage	Current EcotHomes and BREEM Excellent certificates

Annex A: Green Travel

Topic	Objective for TMC	Current Travel Patterns (2004)	TMC Performance Target	Illustrative Measures	Monitoring Arrangement	Verification Process	
Model Shift	Encourage travel other than as a car driver by promoting walking, cycling, and use of public transport or car sharing. Resistant use of the car by providing only minimum level of parking necessary to satisfy nonmotorist needs. Encourage travel within the local area by enabling as many needs of residents and employees to be satisfied by a wide range of easily connected facilities.	Travel to Work	Travel to Work	Funding improved bus services including a dedicated responsive bus/shut service for TMC and enhance frequency of existing bus services.	Travel patterns to work and school by TMC residents	Presence of Green Travel Co-ordinator	
		Public transport	Public transport	13%			
		Walk/cycle	Walk/cycle	14%			Annual TMC travel surveys
		Car share	Car share	15%	New bus shelters on road close to the site		
		Car driver	Car driver	50%	New cycle racks on and off site		
		Motor cycle	Motor cycle	10%	Specific safe route to school measures		
		Working from home	Working from home	10%	Traffic calming along Haldon Road		
		Travel to Primary School	Travel to Primary School	90%			
		Walk/cycle	Walk/cycle	80%			
		Public transport	Public transport	5%			
Encourage residents to and new income involved in green travel initiatives.	Encourage residents to and new income involved in green travel initiatives.	Travel to Secondary School	Travel to Secondary School	Cycle purchase discount scheme for new TMC residents			
		Walk/cycle	Walk/cycle	80%			
		Public transport	Public transport	0%			
		Car	Car	0%			

endpoints and settings should be used when determining market class of the new development - Nov 2005.doc

Annex B: Aspirational Objectives

Topic	Objective for TMC	Current Practice (2002/2003)	TMC Performance Target	Illustrative Measures	Monitoring Arrangement	Verification Process
Re-use of site materials	Maximize the re-use of on site materials. This to include infrastructure and buildings work	No measurement	No measured target	Recovery or donation materials. Salvaging old and fill where this is viable	Record main materials re-used on site	Final review of impact of the measures that are implemented
Community waste	Provide and implement a community waste strategy which will encourage the better management of domestic waste	No measurement	No measured target	Recycling bins. Liaison with LA collection arrangements. Education initiatives	Agree community waste strategy with the authors and LA. Implement recommendations and monitor through an annual report	Final review of impact of the measures that are implemented
Continued Heat and Power	Evaluate the feasibility of a combined heat and power facility to serve the whole community	No measurement	No measured target	Centralised energy provision with local distribution. Private wire network. Suitable management arrangements.	Results of impact testing conducted for the whole project and for specific later phases	Final review report
Sustainable Urban Drainage	Include SUDS within the infrastructure design where this is technically and economically viable and accords with appropriate long term maintenance regimes	No measurement	No measured target	Permeous paving and drainage. Sarc-walls, root beds, swales.	Review of the infrastructure design processes	Final review report

The COMMON SEAL of
TELFORD AND WREKIN
BOROUGH COUNCIL was
affixed to this deed in the presence
of

)
)
)
)
)
)
Matthew Cull
MATTHEW CUMBERBATCH
Authorised Signatory



82/06
77(e) 1974

The COMMON SEAL of
the COMMISSION FOR THE
NEW TOWNS was hereunto
affixed in the presence of

)
)
)
)
)
)
Paul R...
Authorised Signatory



88688

DATED

28 March

2017

- (1) BOROUGH OF TELFORD AND WREKIN
- (2) HOMES & COMMUNITIES AGENCY

AGREEMENT

**PLANNING OBLIGATION BY
AGREEMENT**
pursuant to Section 106 and 106A of the Town and
Country Planning Act 1990 relating to the development
of land at East Ketley Telford Shropshire
(Part of Phase 4)

Eversheds Sutherland LLP
115 Colmore Row
Birmingham
B3 3AL
Tel: +44 (0) 121 232 1000
Fax: +44 (0) 121 232 1900

THIS PLANNING OBLIGATION BY AGREEMENT is dated **28 March** 2017
BETWEEN

- (1) **BOROUGH OF TELFORD AND WREKIN** of Darby House, Lawn Central, Telford, TF3 4JA ("the Council");
- (2) **HOMES AND COMMUNITIES AGENCY** care of Legal Services, Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH ("the Owner")

WHEREAS

- (a) The Owner has the freehold interest in the part of the Application Site which is registered at HM Land Registry under Title No SL106192 and shown on Plan 1.
- (b) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Application Site is situated.
- (c) The Owner and Taylor Wimpey PLC have submitted the Application to the Council for planning permission to develop the Application Site for the purposes and in the manner described in the Application
- (d) At a meeting of its Planning Committee on 3rd June 2015, the Council resolved to grant the Permission subject to the completion of this Agreement.
- (e) The Owner is the successor organisation to the Commission for New Towns who were a party to the Original Planning Agreement but have now ceased to function.
- (f) In keeping with the Millennium Community Objectives the parties wish to promote the principles of sustainability throughout the lifetime of the Development and agree that the provisions of this Agreement are in accordance with this aim.
- (g) on 6th February 2006 the Owner and the Council entered into the Original Planning Agreement and on 9th February 2006 outline planning permission ref: W2006/0981 was granted in respect of an area of land within which the whole of the Application Site is located.
- (h) on 14th October 2013 the Owner and the Council entered into an agreement under Section 106 of the 1990 Act ("the 2013 Planning Agreement") and on 15th October 2013 planning permission ref: TWC/2013/0096 was granted in respect of an area of land within which the whole of the Application Site is located.

IT IS AGREED AS FOLLOWS

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"Application"

means the application for planning permission made to the Council bearing reference number TWC/2014/1151

"Application Site"	means the land shown edged red on the plan attached to this Agreement and marked "Plan 1"
"Commencement of Development"	means the commencement of the Development by the carrying out of a Material Operation and the term "Commencement Date" shall be construed accordingly
"Development"	means the development permitted by the Permission
"Dwelling"	means a unit of accommodation to be constructed as part of the Development for use as a dwelling
"Material Operation"	any material operation on the Application Site comprised in the Development within the meaning of Section 56 of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, diversion and laying of services, erection of any temporary means of enclosure, temporary display of site notices or advertisements, demolition work and remedial work in respect of any contamination or other adverse
"Necessary Consents"	such planning permissions, approvals, licences, certificates and permits whether of a public or private nature in legally effective form as shall be necessary for the construction and completion of the Development.
"Occupation"	means occupation of any part of the Development for residential purposes but shall not include <ul style="list-style-type: none"> (i) daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development (ii) the use of any Dwelling for the marketing or security of the Development (iii) the storage of plant and materials and "Occupy" and "Occupied" shall be construed accordingly

"Open Market Dwellings"	means any Dwelling to be constructed on the Application Site, (excluding the Affordable Housing Units) for sale on the open market
"Original Planning Agreement"	means the planning agreement entered into pursuant to s106 of the 1990 Act between the Borough of Telford and Wrekin and Commission for the New Towns dated 6 th February 2006 and varied by deed of variation dated 7 th September 2007
"Permission"	means the planning permission to be granted pursuant to the Application subject to the conditions set out in Appendix 1
"Plan 1"	Means the plan labelled "Plan 1" and attached at Appendix 2
"1990 Act"	means the Town and Country Planning Act 1990 as amended

1.2 Where the context requires and except where expressly stated

- 1.2.1 the singular includes the plural;
- 1.2.2 references to any party will include the successors in title of that party;
- 1.2.3 where a party includes more than one person, any obligations of that party will be joint and several;
- 1.2.4 references to clauses and schedules are references to clauses in and schedules to this Agreement; and
- 1.2.5 references in the schedules to paragraphs are references to paragraphs in that schedule and references in a part of any schedule to paragraphs are references to paragraphs in that part of that schedule.
- 1.2.6 the expressions "the Owner" and "the Council" shall include successors in title to the Owner and the Council and their assigns and all persons deriving title to all or part of the Application Site under or through it.

2. **Legal Effect**

- 2.1 This Planning Obligation by agreement ("the Agreement") is made pursuant to section 106 and section 106A of the 1990 Act, section 111 of the Local Government Act 1972, and section 2 of the Local Government Act 2000 to the intent that it will bind the interests of the Owner and its successors in title to each and every part of the Application Site and their assigns as provided in those sections.
- 2.2 The Owner's obligations contained in the Schedules 1-5 (inclusive) are Planning Obligations for the purposes of sections 106 of the 1990 Act and will be enforceable by the Council.
- 2.3 No person will be liable for any breach of this Agreement unless they hold an interest in that part of the Application Site in respect of which such breach

occurs or held such an interest at the date of the breach but without prejudice to liability for any subsisting breach prior to parting with their interest.

2.4 With the exception of clause 3 in so far as it obliges the Owner to comply with Schedule 2 paragraphs 2.7 and 2.8 the provisions of this Agreement insofar as they apply to any Dwelling shall not be binding upon any individual occupier or individual purchaser of any Open Market Dwelling.

2.5 The provisions of this Agreement shall take effect on the date of this Agreement **PROVIDED THAT** Clauses 3 and 4 together with Schedules 1 to 5 inclusive (except in relation to Schedule 1 paragraph 2.1 and , Schedule 2 Paragraphs 2.3 and 2.4) to this Agreement will not take effect until the following conditions precedent have been fulfilled:

2.5.1 the Permission has been granted; and

2.5.2 the Permission has been implemented by the carrying out of a Material Operation.

2.6 Nothing in this Agreement will be construed as prohibiting or limiting any right to develop any part of the Application Site in accordance with a planning permission other than the Permission granted by the local planning authority or by the Secretary of State on appeal or by reference to him after the date of this Agreement.

2.7 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as Local Planning Authority or any other function and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised as if they were not a party to this Agreement.

2.9 This Agreement shall not be enforceable against any statutory undertaker who has acquired any part of the Application Land on which its apparatus is situated subject to this immunity from enforcement only applying in respect of the land in the ownership of the statutory undertaker and only for the time the land is in the ownership of the statutory undertaker and has apparatus on or in it and only if the land is not used for any other purpose whatsoever besides the accommodation of the statutory undertaker's apparatus.

3. **Obligations**

The Owner covenants with the Council to observe and perform the obligations contained in the Schedules.

4. **Covenants by the Council**

4.1 The Council agrees to observe and perform the covenants on its part contained in this Agreement.

4.2 The Council will upon the written request of the Owner (or its successors in title) at any time after the obligations on the part of the Owner contained herein have been fulfilled issue confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

5. **Reasonableness**

Save as otherwise expressly provided in this Agreement, any agreement approval, certificate, consent or expression of satisfaction to be given by any party under this Agreement shall be given in writing and will not be unreasonably withheld or delayed **PROVIDED ALWAYS** that where this Agreement requires the Owner (which shall here mean the Homes & Communities Agency only) to use reasonable endeavours in performing its obligations under this Agreement such requirement shall not impose any obligation upon Homes & Communities Agency to act in a manner that would render it in contravention of its standing orders or rules of procurement.

6. **Termination of this Agreement**

6.1 This Agreement will come to an end if:

6.1.1 the Permission is quashed, revoked or otherwise withdrawn at any time by any statutory procedure without the consent of the Owner or its successors in title;

6.1.2 the Permission expires before the Commencement Date without having been implemented.

6.2 Where the Agreement comes to an end under **clause 6.1**:

6.2.1 the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site ;and

6.2.2 where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

7. **Arbitration**

7.1 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement will, except as otherwise expressly provided, be referred to the decision of a single arbitrator experienced in the subject matter of the dispute to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors as the case may be and any such reference will be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any modification or re-enactment for the time being in force.

8. **Notices**

8.1 Any notice or other written communication to be served by one party upon another pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by prepaid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing AND any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory.

9. **Third Party Rights**

9.1 All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the parties to this deed and their successors in title or, in the case of the Council, any successor or local planning authority as defined in the 1990 Act shall have any right to enforce any obligation or term of this Agreement.

10. **Obligations to keep the Council informed as to progress**

10.1 The Owner shall keep the Council informed as to progress in carrying out the Development and in particular will give reasonable prior notice of the Commencement of Development so as to

a) enable the Council to monitor effectively the performance of the obligations under this Agreement including notification of the occupation of such numbers of Dwellings as give rise to obligations and liabilities under the terms of this Agreement and

b) enable the Council to be certain that development on the Application Site is authorised under the Permission as opposed to under planning permission ref: TWC/2013/0096.

11. **References to Statute**

11.1 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

12. **Local Land Charge**

12.1 This Agreement shall forthwith be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

13. **Legal Costs**

13.1 The Owner shall on completion of this Agreement pay the Council's legal and administrative costs not exceeding £1,800 in connection with the preparation and completion of this Deed.

14. **Jurisdiction**

14.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.

14.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement. This clause operates for the benefit of the Council who retains the right to sue the Owner and enforce any judgment against the Owner in the courts of any competent jurisdiction.

15. **Execution**

15.1 The parties have executed this Agreement as a deed and it is delivered on the date set out above

SCHEDULE 1

Open Space

1. For the purposes of this Schedule the following words and expressions shall have the following meanings:-

"Open Space"	means such open areas of the Application Site not otherwise adopted for maintenance by the Council or included within plot transfers to be created within the Application Site pursuant to the Permission
"Land Trust"	The land management charity known as the Land Restoration Trust trading as the Land Trust whose company registration No. is 5077263, registered charity No. is 1138337, and registered office of the Scottish Charity Regulator number is No. SC043833 or any successor body. <i>KBU</i>
"Land Trust Open Space"	Means the area of the Open Space as shown shaded red on Plan 2 <i>for identification purposes only</i>
"Management Company Open Space"	Means the area of the Open Space as shown shaded blue on Plan 2 <i>for identification purposes only</i> <i>J</i>
"Management Company"	Means the management company instructed or set up by the Owner to manage the Management Company Open Space.
"Plan 2"	Means the Plan labelled Plan 2 attached at appendix 2

2. The Owner covenants:

- 2.1 Not to transfer any of the Land Trust Open Space without first obtaining the written consent of the Council (such consent not to be unreasonably withheld or delayed) as to the terms of the transfer.
- 2.2 To transfer the Land Trust Open Space to the Land Trust or such other transferee as may be agreed with the Council on the terms approved pursuant to paragraph 2.1 above.
- 2.3 Not to transfer any of the Management Company Open Space without first obtaining the written consent of the Council (such consent not to be unreasonably withheld or delayed) as to the terms of the transfer *KBU*

Not to transfer any of the Open Space without first obtaining the written consent of the Council of the transferee and to the terms of the transfer and to transfer any such Open Space on the ved PROVIDED THAT this paragraph 2.5 shall not apply to the Land Trust Open Space or the company Open Space the transfers of which are to be governed by paragraphs 2.1 to 2.4 of this *J*

SCHEDULE 2

Affordable Housing

1. In this Schedule the following words and expressions shall have the following meanings:

"Affordable Housing Land"	means the land shown edged red on the plan attached to this agreement at Appendix 2 marked "Affordable Housing Plan"
"Affordable Housing Provider"	means a housing association or such other body whose objectives include the provision of residential accommodation to persons who cannot afford to buy or rent housing in the private housing market registered with the Homes and Communities Agency and who would qualify as Registered Providers of Social Housing pursuant to the Housing and Regeneration Act 2008
"Affordable Housing Units"	means together the Social Rented Housing Units, and the Shared Ownership Housing Units
"Chargee"	any mortgagee or chargee of the Affordable Housing Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Chargee's Duty"	the tasks and duties set out in paragraph 4 to this Schedule
"Development Management Service Delivery Manager"	means the Council's or the person for the time being exercising that function
"Initial Priority"	means marketing / advertising with priority being given to those with a strong local connection to be carried out for an initial period of 1 month. If a reservation from an applicant with a local connection is not taken within the initial 1 month period, the local connection requirement shall fall away
"Local Lettings Plan"	means a local lettings plan which describes the mechanism for the allocation of completed Affordable Housing Units to people in housing need
"Protected Tenant"	any tenant who:- (a) has exercised a right to acquire

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

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

"Social Rented Housing Units"

has the meaning given to it in Annexure 2 of the National Planning Policy Framework 2012 or any amendment or supplemental guidance issued thereof

"Shared Ownership Housing Units"

means subsidised housing which will have been advertised through the local "Help to Buy" agent provided under a shared ownership lease for persons in housing need which shall include persons nominated by the Council who cannot afford to buy or rent properties in the private housing market with Initial Priority being given to persons who have a strong local connection to the Borough subject to meeting housing needs and affordability criteria

"Working Day"

means any day following on or between Monday to Friday except bank or public holidays and any day between Christmas Day and January 1 and "Working Days" shall be construed accordingly

2. The Owner covenants:

2.1 To procure that the Development shall include the construction of two Dwellings which shall be Social Rented Housing Units and five Dwellings which shall be Shared Ownership Housing Units in accordance with the terms of this Schedule unless otherwise agreed in writing between the parties.

2.2 The Affordable Housing Units shall be provided on the Affordable Housing Land and the Social Rented Housing Units shall be constructed on the land shown shaded pink and the Shared Ownership Housing Units shall be constructed on the land shown shaded green on the Affordable Housing Plan(unless otherwise agreed in writing with the Council).

2.3 Prior to Commencement of Development to submit to the Council's Development Management Service Delivery Manager:

(a) a programme for the delivery of the Affordable Housing Units;

(b) the Local Lettings Plan

2.4 Not to commence any Material Operation of the Development until the Council has approved in writing the programme and Local Lettings Plan referred to in

paragraph 2.3 of this Schedule PROVIDED ALWAYS THAT such approval shall be deemed to be given by the Council unless refused by the Council's Development Management Service Delivery Manager within 20 Working Days of submission of the programme/Local Lettings Plan

- 2.5 To implement and carry out the Development in accordance with the plans and programmes as approved or deemed approved by the Council pursuant to paragraphs 2.3(a) and (b) to this Schedule.
- 2.6 The Owner shall ensure that the Affordable Housing Land shall be used only for the construction of the Affordable Housing Units and that the Affordable Housing Land and the Affordable Housing Units shall be managed by an Affordable Housing Provider in accordance with its objectives or Articles of Association and the approved or deemed approved Scheme AND FURTHER the Owner shall use reasonable endeavours to impose an obligation upon the Affordable Housing Provider to ensure that any receipts received by the Affordable Housing Provider on the disposal of any of the Shared Ownership Housing Units shall be recycled and used for the provision of further affordable housing within the Borough of Telford and Wrekin.
- 2.7 Not to Occupy or permit the Occupation of more than 60% of the Open Market Dwellings within the Development until an unconditional contract has been entered into with an Affordable Housing Provider to transfer a good and marketable freehold or long leasehold title of the Affordable Housing Land to that Affordable Housing Provider.
- 2.8 Subject to the provisions of paragraph 3 of this Schedule not without the written consent of the Council to Occupy or permit the Occupation of the Affordable Housing Units otherwise than as either Social Rented Housing Units or Shared Ownership Housing Units AND not without the written consent of the Council to cause or permit a Social Rented Housing Unit to be Occupied as a Shared Ownership Housing Unit or a Shared Ownership Housing Unit to be Occupied as a Social Rented Housing Unit
3. The restrictions upon the disposal and/or Occupation of an individual Affordable Housing Unit contained in this Schedule shall not be binding on:-
 - (a) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees;
 - OR
 - (b) any Chargee provided that the Chargee shall have first complied with the Chargee's Duty
4. The Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than 3 months prior notice to the Council of its intention to dispose and:-
 - (a) in the event that the Council responds within 2 months of the receipt of the notice indicating that arrangements for transfer of the Affordable Housing Units can be made in such a way to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer

- (b) if the Council does not serve its response to the notice under paragraph 4 (a) within the 2 months then the Chargee shall be entitled to dispose free of the restrictions set out in this part of this Schedule

- (c) if the Council or any other person cannot within 3 months of the date of service of its response under paragraph 4(a) secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 4(a) the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration for protecting the interests for the Chargee in respect of the monies outstanding under the charge or mortgage.

SCHEDULE 3

The Sustainability Plan

1. In this Schedule the following words and expressions shall have the following meanings:
 - "Sustainability Matrix" means the matrix attached as Appendix 3 to the 2013 Planning Agreement
 - "Sustainability Plan" means the plan submitted in accordance with the provisions of the 2013 Planning Agreement summarising the process by which innovation and sustainability objectives will be defined, benchmarked, periodically measured, approved and reported in accordance with the Sustainability Matrix and shall include a timetable for the implementation of the measures contained within the plan
2. The Owner covenants:
 - 2.1 At no cost to the Council to implement and procure and maintain and allow the implementation of all measures identified in the Sustainability Plan in so far as it relates to the Application Site.
 - 2.2 At no cost to the Council to allow any Sustainability Coordinator appointed pursuant to the provisions of the 2013 Planning Agreement to administer and monitor all issues relating to the Sustainability Plan and assess the performance of the Sustainability Plan and supply written details thereof to the Council.
 - 2.3 To cooperate with the Council in such manner and on such occasions as the Council reasonably require in the verification of the accuracy of any data used to assess the extent to which the objectives of the Sustainability Plan have been achieved in relation to the Application Site.

SCHEDULE 4

The Travel Management Plan

1. In this Schedule the following words and expressions shall have the following meanings:

“Travel Management Plan” means the plan to be submitted in accordance with the provisions of Schedule 4 of the 2013 Planning Agreement

The Owner covenants:

2. At no cost to the Council to implement and procure and maintain and allow the implementation of all measures identified in the Travel Management Plan in so far as it relates to the Application Site.
3. At no cost to the Council to allow any travel coordinator appointed pursuant to paragraph 4 of Schedule 4 of the 2013 Planning Agreement to administer and monitor all issues relating to the Travel Management Plan and assess the performance of the Travel Management Plan and supply written details thereof to the Council.
4. To cooperate with the Council in such manner and on such occasions as the Council reasonably require in the verification of the accuracy of any data used to assess the extent to which the objectives of the Travel Management Plan have been achieved in relation to the Application Site.

SCHEDULE 5

Miscellaneous

- 1.1 For the avoidance of doubt, upon Commencement of Development, the Affordable Housing provisions contained in Schedule 6 of the 2013 Planning Agreement shall be released in so far as they relate to the Application Site and shall not apply to any Development carried out under the Permission and
- 1.2 FURTHER for the avoidance of doubt the Owner and Council confirm that all other obligations and covenants contained within the 2013 Planning Agreement and the Original Planning Agreement save for those obligations within the Original Planning Agreement listed in paragraphs 1.1, 2.1 and 3.1 of Schedule 7 to the 2013 Planning Agreement above, shall remain in force.

APPENDIX 1

Draft Planning Conditions.

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: To comply 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.

2. The development shall be carried out in complete accordance with the details of all external materials, including hard surfacing which accompany this application.

Reason: To ensure that the external appearance of the development is satisfactory.

3. Development shall not take place until detailed specification and drawings including sections of the proposed windows and doors at a scale of 1:200 which shall achieve a minimum 100mm reveal together with details of proposed finishes 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: To protect and enhance the appearance of the building and the area.

4. Development shall not take place until details of the means of access, including the layout, construction and sightlines, have been submitted to and approved by the Local Planning Authority. The agreed details shall be fully implemented before the use hereby approved is commenced or the building(s) occupied.

Reason: To ensure a satisfactory means of access to the highway.

5. Development shall not take place until details of the following have been submitted to and approved in writing by the Local Planning Authority;

- a. Means of access
- b. Layout of the site, including disposition of buildings and provision of adequate parking, turning and servicing within the site curtilage
- ~~c. Enhanced pedestrian linkages between the site and INSERT~~ *ICBU*
- c.** Means of surface water drainage from all areas to remain in private ownership
- d.** Full road construction details including longitudinal sections, materials, street lighting and a satisfactory means of draining roads to an acceptable drainage outfall.
- ~~f. Provision of INSERT~~ *Q*

The development shall be implemented in accordance with the approved details.

Reason: In the interests of highway safety.

6. Development shall not take place until details of measures to be taken to prevent mud from vehicles leaving the site during the construction works being deposited on the public highway together with measures for controlling dust from building activities and HGVs, have been submitted to and approved in writing by the Local Planning Authority. Such measures shall be fully implemented in accordance with the approved details and retained for the duration of the construction period.

Reason: In the interests of highway safety.

7. Development shall not take place until an investigation of the site has been undertaken to quantify the extent and condition of any shallow mineworkings which may exist. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Local Planning Authority. The results of the investigation shall be provided to the Local Planning Authority and shall include recommendations for site stabilisation and foundation design. The agreed recommendations shall be implemented in full and written evidence to confirm completion of the work in accordance with the agreed scheme be provided to the Local Planning Authority.

Reason: To ensure that the site is properly stabilised before the development commences and that the foundations of the building are designed to take account of prevailing ground conditions.

8. Development shall not take place until a scheme for soil gas mitigation measures has been submitted to and approved in writing by the Local Planning Authority, or the applicant has demonstrated to the satisfaction of the Local Planning Authority that gas mitigation measures are not necessary. The agreed scheme shall be implemented in full. The development shall not be brought into use until confirmation of the as-built gas mitigation system has been received by the Local Planning Authority.

Reason: To prevent unacceptable risks to human health and the development from soil gasses.

9. Development shall not take place other than that required to be carried out as part of an approved scheme of remediation until parts a. to d. have been complied with, unless otherwise agreed by the Local Planning Authority. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until part d has been complied with in relation to that

contamination.

a. Site Characterisation

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include (where applicable):

- a survey of the extent, scale and nature of contamination
- an assessment of the potential risks (where applicable) to:
 - o human health
 - o property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes
 - o adjoining land
 - o groundwaters and surface waters
 - o ecological systems
 - o archaeological sites and ancient monuments;
- an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's *'Model Procedures for the Management of Land Contamination, CLR 11'*.

b. Submission of Remediation Scheme

A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

c. Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be

produced, and is subject to the approval in writing of the Local Planning Authority.

d. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of part a, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of part b, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with part c.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

10. Development shall not take place until a scheme of foul and surface water drainage, which shall include proposals for sustainable urban drainage, has been submitted to, and approved in writing by the Local Planning Authority. The approved scheme shall be completed before occupation of the first dwelling on the site, or in accordance with a timetable to be submitted to and agreed in writing by the Local Planning Authority.

Reason: to ensure satisfactory drainage of the site and to prevent the increased risk of flooding by ensuring a satisfactory means of surface water disposal.

11. Development shall not take place until a scheme for surface water drainage has been submitted to and approved in writing by the Local Planning Authority. The proposed scheme shall reduce the surface water discharge rate by 30% of that existing, and any attenuation feature should be designed to attenuate all flows up to and including the 1 in 100 year event +30% for climate change. The approved details shall be implemented in full prior to the first occupation of the development.

Reason: To reduce the impact of this development on the surrounding surface water infrastructure.

12. Development shall not take place until a scheme to allow access to any archaeologist nominated by the Local Planning Authority to observe the excavations and record items of interest, has been submitted to and approved in writing by the Local Planning Authority.

Reason: The area is of archaeological potential and it is importance that any archaeological features and finds are properly recorded.

13. Development shall not take place until a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than small, privately owned, domestic gardens, has been submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out in full as approved.

Reason: To ensure that due regard is paid to the continuing enhancement and maintenance of amenity afforded by landscape features of communal public, nature conservation or historical significance.

14. Ground clearance, demolition or construction work shall not take place until details of protective fencing in accordance with BS:5837 (2012), including implementation timetable, 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. The protective fencing shall be maintained for the duration of the works and no vehicle, plant, temporary building or materials, including raising and or lowering, of ground levels, shall be allowed within the protected area(s).

Reason: To prevent trees or hedgerows on site from being damaged during building works.

15. Development shall not take place until details of any underground service routes breaching the root protection area have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with these approved details.

Reason: In order to protect trees and hedgerows on site from being damaged during building works.

16. The following boxes shall be incorporated into or erected onto the new buildings prior to occupation:
- 1) 3 No. 2 x lbstock swift bricks
 - 2) 1 Schwegler invertebrate box (*you would however need to confirm if either woodcrete insect nest or Clay and reed insect nest when looking at overall spread of boxes*)

The locations, positioning and programme for the installation of the boxes should be determined by an ecologist (taking into the account the wider distribution details that were approved under condition 18 of TWC/2013/0096), who should also supervise their installation in accordance with details that have had the prior consent in writing of the local planning authority.

At the end of each breeding season, the bird boxes should be cleaned out and all nesting material removed. An annual check of all boxes should be made, and any damaged boxes replaced for the first five years following their installation

Reason: To provide ecological enhancement.

17. Development shall not take place until a Site Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority. The plan should comply with the Considerate Constructors Scheme and include the following details:

- Location of site compound
- Parking of vehicles of site personnel, operatives and visitors
- Loading and unloading of plant and materials
- Storage of plant and materials in constructing the development
- Storage of oil, fuel and chemicals
- Protection of ecology and archaeology
- Prevention of mud being deposited on highway and measures for the control of dust
- Measure for the control and reduction of noise from construction works
- Measures for control of construction traffic within the site and on the surrounding highway network
- Hours of operation of construction works and others works on the site. For the avoidance of doubt unless approved in writing by the local planning authority construction working hours shall be restricted to between 07:30 and 18:00 Mondays to Fridays and 07:30 to 14:00 Saturdays; there shall be no working on Sundays or Bank Holidays. Piling works shall be restricted to between 09:00 and 18:00 Mondays to Fridays only.
- Measures for the monitoring and enforcement of the plans
- The erection and maintenance of security hoarding, including decorative displays and facilities for public viewing, where appropriate

The agreed plan shall be complied with at all times during construction work.

Reason: To avoid congestion on the surrounding roads and to protect the amenities of nearby residential areas.

18. Development shall not take place until details of the siting, design, number and location of cycle parking facilities have been submitted to and agreed in writing with the Local Planning Authority. The cycle parking facilities shall be provided in accordance with the agreed details before the premises is first brought into use and opened to the public.

Reason: To encourage sustainable forms of transport and to reduce traffic congestion.

19. The detailed proposals for the provision of Locally Equipped Areas of Play (LEAP) a Neighbourhood Equipped Area of Play (NEAP) and the Clearwater Lake feature shall be implemented in full and ready for use in accordance with details approved on 12th September 2014 submitted under planning application TWC/2013/0096, and in accordance with the agreed implementation programme.

Reason: To ensure provision of new play facilities on the site and that the provision of play facilities on the site is in accordance with current standards.

20. Before development commences on site, a phasing plan shall be submitted to and agreed in writing by the Local Planning Authority, which shall indicate vehicular access roads and footways to be provided sufficient to serve each agreed phase.

Reason: To ensure the satisfactory completion of the development and that the development should not prejudice the free flow of traffic and conditions of safety on the highway nor cause inconvenience to other highway users.

21. The development shall be carried out in accordance with the deposited plans and drawings as stated below, unless otherwise agreed in writing by the Local Planning Authority.

Reason: For the avoidance of doubt and to ensure that the development is carried out in accordance with the approved plans and details.

Plan Number: C1520/PA24-01. Date Received: 28/11/2014 16:13:39
Plan Number: C2076/001. Date Received: 28/11/2014 16:13:42
Plan Number: 12-72-07. Date Received: 28/11/2014 16:13:43
Plan Number: 12-72-12. Date Received: 28/11/2014 16:13:44
Plan Number: C1520 / PT41-03 Rev A. Date Received: 12/03/2015
Plan Number: C1520 / PT21-01 Rev B. Date Received: 12/03/2015
Plan Number: C1520 / PA31-03 Rev A. Date Received: 12/03/2015
Plan Number: C1520 / PA24-01 Rev A. Date Received: 12/03/2015
Plan Number: C1520 / PA31-04 Rev A. Date Received: 12/03/2015
Plan Number: 12-72-07 Rev G. Date Received: 12/03/2015
Plan Number: Phase 4 - Plot Planting Detailed Proposals. Date Received: 12/03/2015
Plan Number: C2076 311. Date Received: 12/03/2015
Plan Number: C2076 MP1 Rev A. Date Received: 12/03/2015
Plan Number: C2076 200. Date Received: 12/03/2015
Plan Number: C1520/PA31-05 Rev A. Date Received: 11/05/2015
Plan Number: C2076 310 Rev F. Date Received: 11/05/2015
Plan Number: C1520/PT36-01 Rev A. Date Received: 11/05/2015
Plan Number: C2076 100 Rev J. Date Received: 11/05/2015
Plan Number: C1520/PT41-01 Rev A. Date Received: 11/05/2015
Plan Number: C2076 105D. Date Received: 15/05/2015
Plan Number: C2076 104E. Date Received: 15/05/2015
Plan Number: C2076 103 Rev D. Date Received: 15/05/2015
Plan Number: C2076 106B. Date Received: 15/05/2015

INFORMATIVES

GROUND CONDITIONS - Minerals Area

This site is situated within an area where the stability of the land may be affected by former mineral workings. All excavations should be undertaken with care. Anything uncovered that may be associated with former mineral workings should be reported immediately to the Local Planning Authority.

CONDITIONS

The above conditions have been imposed in accordance with both the policies contained within the Development Plan and national Town & Country Planning legislation.

This application is for a further development of the Ketley Village Telford Millennium Community and it is considered that it broadly complies with the requirements of the Regulatory Plan and Design Statement set out in the outline planning permission W2004/0981. The density, scale, mass and design of the dwellings reflects the contemporary style of dwellings in phases 1 and 2 of the development of this site and will provide adequate open space and landscaping provision. Furthermore the development will not adversely impact on the amenities of neighbouring occupiers. These proposals should also meet the landscaping and sustainability targets set out for this development.

The decision to grant planning permission has been taken having regard to the policies and proposals in the Telford & Wrekin Core Strategy Development Plan Document adopted December 2007 and the 'saved' policies in the Wrekin Local Plan 1995 - 2006 set out below, and to all relevant material considerations, including National and Supplementary Planning Guidance:

Saved Wrekin Local Plan Policies

- UD2 – Design Criteria
- UD4 Landscape Design
- OL11 – Woodland and Trees
- EH14 - Land stability
- EH7 Contaminated Land
- EH8 Remedial action on Contaminated Land

LDF Core Strategy

- CS1 – Homes
- CS12 – Natural Environment
- CS13 – Environmental Resources
- CS15 – Urban Design

National guidance:

National Planning Policy Framework

In the determination of this application the Council considers it has worked with the applicant in a positive and proactive way, in line with paragraph 187 of the National Planning Policy Framework, 2012. This has led to amended plans and details to the final appearance of the care home facility and surrounding landscaping and that

overall this has resulted in the application being acceptable in accordance with the reasons for granting planning permission above.

FIRE AUTHORITY

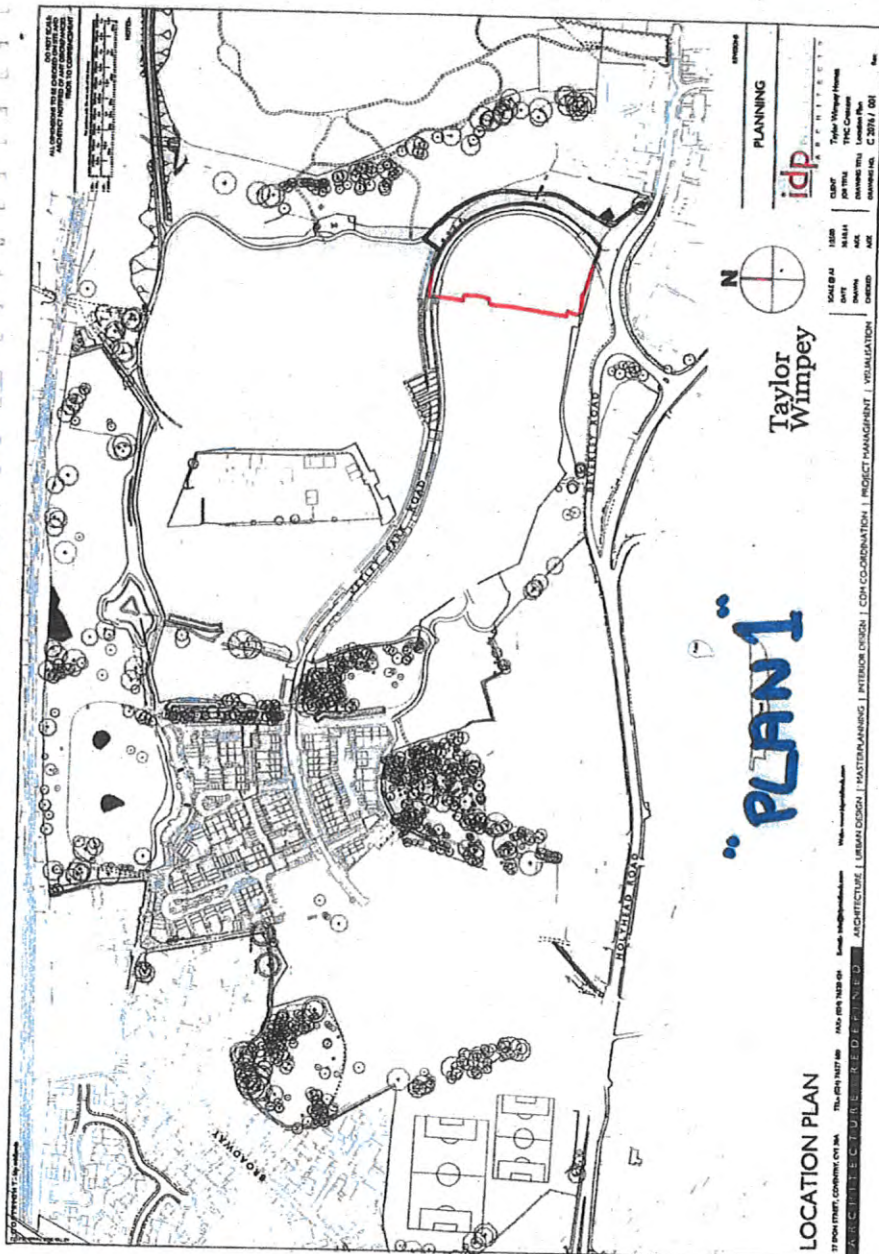
As part of the planning process, consideration should be given to the information contained within Shropshire Fire and Rescue Service's 'Fire Safety Guidance for Commercial and Domestic Planning Applications' which can be found at <http://www.shropshirefire.gov.uk/planning-applications>.

The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received, and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development as set out in the National Planning Policy Framework.

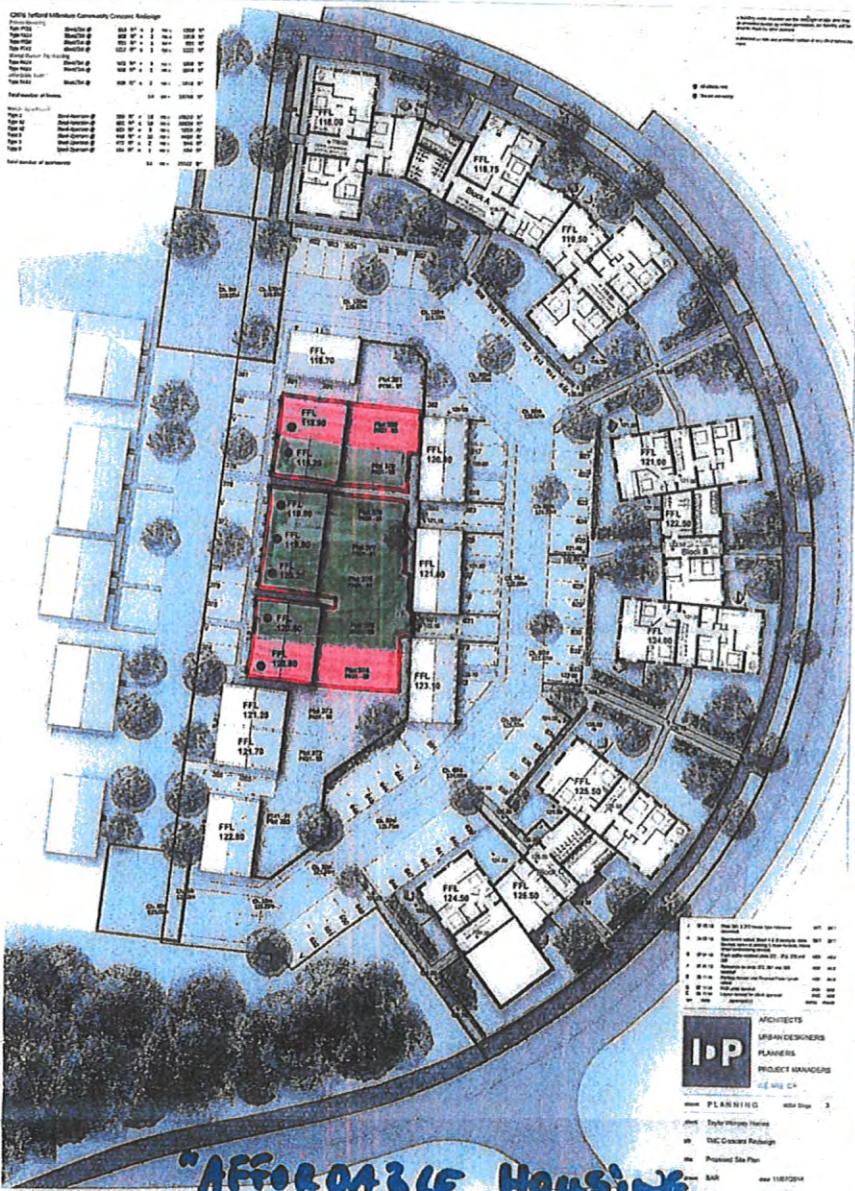
APPENDIX 2
Site Plan ("Plan 1")
and
"Affordable Housing Plan"
and
Plan 2

KBG

25581



675/17
 Planning (on line)
 03/06/15
 (Lan Kas)
 Team Leader (Plan 1)
 77702154



"AFFORDABLE HOUSING PLAN"

Proposed Site Plan 1:200

98

Levi Ross
Team Lead Plans

Plans

6/7/17
Planning Team
03/06/15
77762524



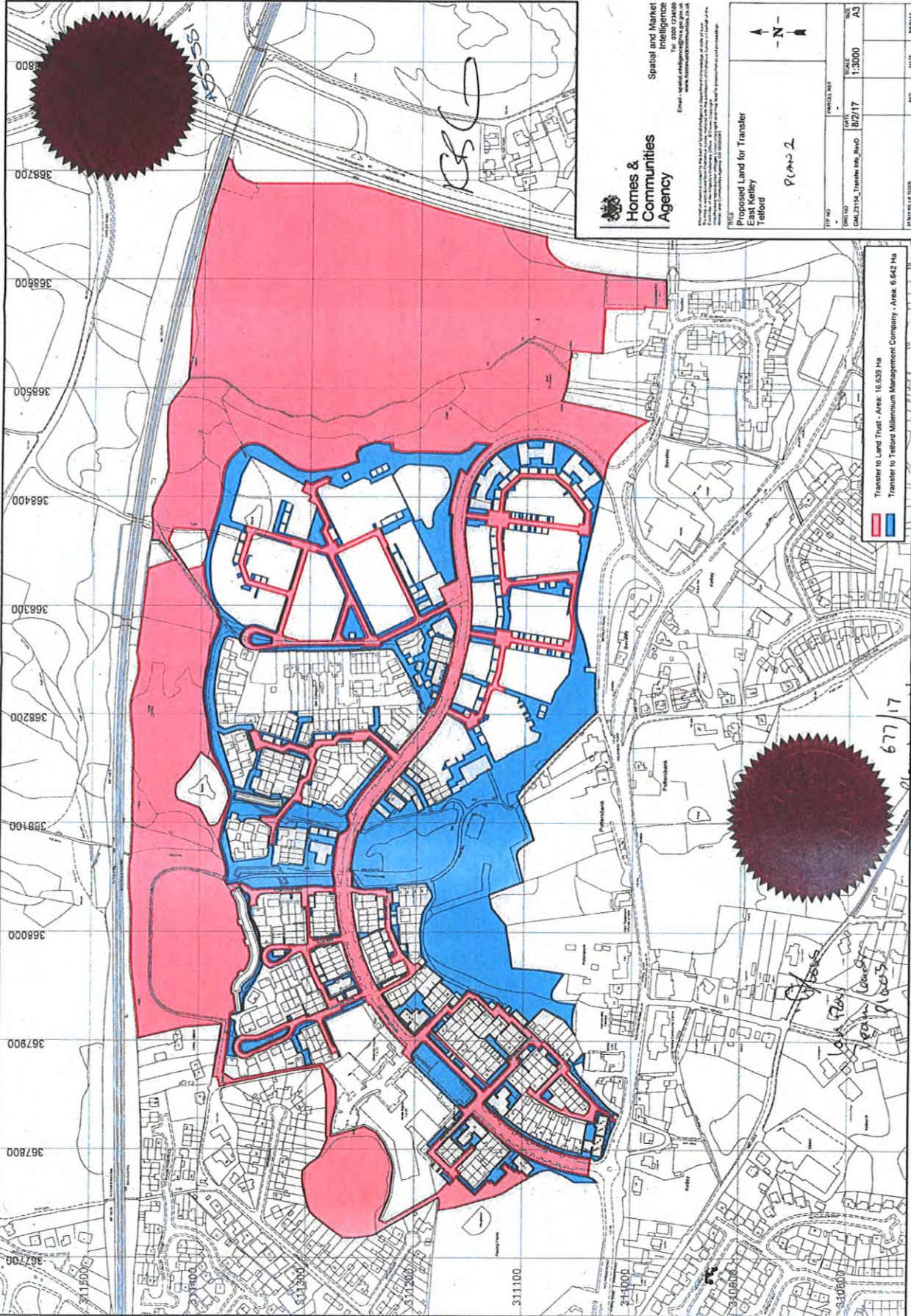
1086551-

ARCHITECTS
URBAN DESIGNERS
PLANNERS
PROJECT MANAGERS

I+P

PLANNING

1086551-



Homes & Communities Agency
 Spatial and Market Intelligence
 020 235 2300
www.homesandcommunities.gov.uk

Proposed Land for Transfer
 East Kelley
 Telford

Plan 2

APP NO	PARCEL REF	DATE	SCALE	SIZE
000720	GM/2015/ Transfer Imp. Plan	8/2/17	1:3000	A3

Transfer to Land Trust - Area: 16.639 Ha
 Transfer to Telford Millennium Management Company - Area: 0.642 Ha

677/17
 Planning Committee
 777(4)104 03/06/15

