

Dated 22. November 2019

ROSSENDALE BOROUGH COUNCIL

And

Navigation Supply LTD

And

Tracey Geoghegan

.....

A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land at Land adjacent to Reed Street, Bacup, Lancashire

Rosendale Borough Council
The Business Centre
Futures Park
Bacup
OL13 0BB

THIS AGREEMENT is made the 22 day of November 2019.

BETWEEN

(1) ROSSENDALE BOROUGH COUNCIL of The Business Centre, Futures Park, Bacup. OL13 0BB ("the Council")

(2) Tracey Geoghehan of [REDACTED] ("the Owner")

(3) Navigation Supply Ltd (Company Number 01507206), whose registered office address is Canal Wharf, Bacup Road, Todmorden, OL14 7PN ("the Developer")

1. Recitals

1.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is located.

1.1 The Developer has applied to the Council pursuant to the Act for permission to develop the Site under the Application reference 2018/0414 and enters this Agreement with the intention that it is bound by the obligations contained herein.

1.2 The Owner is the leasehold owner of the Site which is registered at the Land Registry under title number LA453593.

1.3 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the Act and Owners are the persons against whom such obligations are enforceable in respect of the Site.

1.4 The Owners and Developers have agreed to enter into this Agreement so as to create planning obligation in favour of the Council pursuant to Section 106 of the Act and to be bound and to observe and perform the covenants hereinafter contained.

2. Definitions and Interpretation

2.1

"the Act"	means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.
"the Application"	means the application for outline planning permission numbered 2018/0414 dated 7 August 2018 for the outline application (including access, appearance, layout and scale): Residential development 22 terraced properties.
"BCIS All-in Tender Price Index"	means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing

	the same) for the quarter in which the contribution (or any part of it) is paid;
"the Borough"	means the Borough of Rossendale
"Chargee"	means any mortgagee or chargee of the Registered Provider or any administrator, receiver including any fixed charge receiver, receiver appointed under the Law of Property Act 1925, administrative receiver or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any housing administrator howsoever appointed
"Commence"	means the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Agreement and for no other purpose any Preparatory Operation) in accordance with the Planning Permission and the expressions "Commencement" shall have a corresponding meaning.
"Commencement Date"	means the date of the Commencement of the Development authorised by the Planning Permission.
"Contributions"	means the Open Space and Play Equipment Contribution.
"Development"	means the development proposed in the Application and described at the Second Schedule.
"Dwelling"	means a residential dwelling (including a house, apartment, bungalow or maisonette) to be constructed on the Site in accordance with the Planning Permission and "Dwellings" shall be construed accordingly.
"Interest"	means interest at the rate of 3 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein.
"Interest Bearing Account"	means a separately identifiable account within the financial accounting system of the Council to which will be added interest equivalent to that which the Council obtains on its interest
"Occupation"	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction , fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly.
"Open Space and Play Equipment Contribution"	means the sum of £1,366 (one thousand, three hundred and sixty six pounds) per dwelling to provide facilities at Stubbylee Park and Moorlands Park, Bacup.
"Plan"	means the Plan annexed hereto in the First Schedule
"Planning Permission"	means the outline planning permission (as may be amended or varied from time to time) granted in accordance with the Application in the form of and

	subject to the conditions set out in the draft in the third Schedule or any reserved matters approval granted pursuant to any Qualifying Application.
“Preparatory Operation”	means a material operation as specified in Section 56(4) of the Act provided that the term “material operation” in Section 56(4) shall not for the purposes of this Agreement include operations in connection with site clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purpose of assessing contamination, removal of contamination, diversion and laying of Services, earthworks and the erection of means of enclosure for the purposes of site security and/or display of notices or advertisements, exploratory boreholes and any dug works, matters and operations to enable any of the foregoing to take place.
“Qualifying Application”	means any application for reserved matters approval in relation to the Planning Permission and/or any subsequent applications for planning permission made under section 73 of the Act and/or in accordance with article 18 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 in respect of the Development
“Reserved Matters Consent(s)”	means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Site which permits residential development and specifies the number of Dwellings and number of bedrooms permitted on that part of the Site;
“RPIX”	means the Retail Prices Index excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics each month and if such index ceases to exist such other similar index as the Council shall specify to the Owners In writing.
“Services”	means all the media and apparatus for the supply and removal of water, sewerage, gas and electricity.
“Site”	means the land against which this Agreement may be enforced shown for illustrative purposes only edged red on the Plan and as more particularly described in the First Schedule.
“Working Day”	means any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December - 1 January inclusive and excluding Saturdays, Sundays and bank holidays.

2.2 The expressions "the Council", and "the Owners" shall where the context admits includes their successors in title and assigns (and in the case of the Council the successor to its statutory functions) and those deriving title under each of them.

2.3 Words importing one gender shall be construed as including any gender and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

- 2.4 Words importing the singular shall be construed as importing the plural and vice versa
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.6 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.7 Reference made to any clause paragraph or schedule or recital context is a reference to a clause paragraph or schedule or recital in this Agreement. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3. Legal Effect

- 3.1 This Agreement is a planning obligation and is made pursuant to Section 106 of the Act and the obligations contained in this Agreement are planning obligations enforceable by the Council for the purposes of that section insofar as they fall within the terms of sub-section 106(1) and with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.
- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council against the Owners.
- 3.3 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations and all other relevant regulations thereunder are satisfied.

4. Commencement

- 4.1 This Agreement is conditional upon the grant of the Planning Permission and shall not take effect until the Commencement Date.
- 4.2 Save for the provisions of clause 7.9 and 7.11 (Land Charges registration) and 7.13 (third parties) and 8 (Disputes) and 9 (Legal Costs) 7.3 (Notices) 10 (Notices of Change in Ownership) and Paragraph 1 of the Fourth Schedule (notice of intended Commencement of Development) which shall come into effect immediately upon completion of this Agreement.

5. The Covenants of the Owners

- 5.1 The Owners hereby covenant so as to bind their interest in the Site with the Council to perform the obligations on its part specified in the Fourth Schedule.

6. The Covenants of the Council

6.1 The Council hereby covenants with the Owners to perform the obligations on its part specified in the Fifth Schedule.

7. Agreements and Declarations

It is hereby agreed and declared as follows:

7.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.2 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class 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 this purpose by notice served under this Agreement and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council by an officer or duly authorised signatory thereof.

7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably be delayed or withheld and if refused written reasons for the refusal shall be provided.

7.5 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

7.6 This Agreement shall not be enforceable against:

7.6.1 owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;

7.6.2 any mortgagee or chargee of a Dwelling or any receiver appointed by such a mortgagee;

7.7 This Agreement shall not be enforceable against:

7.7.1 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;

7.7.2 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site.

7.8 PROVIDED ALWAYS THAT nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council of any of their statutory functions or discretions, rights, powers, duties or obligations in relation to any part of the Site or otherwise.

- 7.9 If the Planning Permission shall expire before the Commencement Date or shall at any time be quashed, revoked, otherwise withdrawn or it is, without the consent of the Owner, modified by any statutory procedure the provisions of this Agreement shall forthwith determine and cease to have effect (insofar only as they have not already been complied with) and any Local Land Charge registered pursuant to clause 7.11 shall be cancelled as soon as reasonably practicable.
- 7.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 7.11 This Agreement shall upon completion be registered by the Council as a Local Land Charge.
- 7.12 If any sum due under this Agreement shall remain unpaid after the same has become due (without prejudice to any other right of the parties to this Agreement) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt of the payment by the receiving party at the rate of 3% above the base lending rate of the Bank of England from time to time.
- 7.13 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.
- 7.14 This Agreement is binding on successors in titles and assigns.
- 7.15 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.
- 7.16 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 7.17 Nothing in this Agreement shall be construed as granting planning permission or any other approval consent or permission required from the Council in exercise of any other statutory function.

8. Disputes

- 8.1 Unless and to the extent not specified otherwise in this Agreement any dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

- 8.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.
- 8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.
- 8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.
- 8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.
- 8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.
- 8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.
- 8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.
- 8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.1 inclusive who shall determine which type of professional should be appointed in relation to such matter.
- 8.12 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

9. Legal Costs

- 9.1 The Owners agree to pay to the Council on the date hereof the sum of £1500 (one thousand five hundred pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Agreement .

10. Notice of Change in Ownership

- 10.1 The Owners agree with the Council that until all obligations under this Agreement have been discharged to give the Council notice of any change in ownership of any of their legal interests in the Site and the creation of any new legal interests by them on the Site

within 15 Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation by reference to a plan.

11. Indexation

12.1 Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the RPIX from the date hereof until the date on which such sum is payable.

12. VAT

12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13. Delivery

13.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

THE FIRST SCHEDULE

THE SITE

The registered leasehold land adjacent to Reed Street, Bacup, Lancashire part of the land registered at the Land Registry under Title Number LA453593 and for the purposes of identification only shown edged red on the attached Plan.

Notes:
 Dimensions shown in brackets are approximate and may vary slightly due to site conditions or errors in the original drawing. Dimensions are shown in feet and inches. © All Rights Reserved.
 This is a preliminary drawing only. It is not to be used for construction.

DISCLAIMER:
 This drawing is based on topographical and other data furnished by the client. The architect assumes no responsibility for any inaccuracies in the data. The architect is not responsible for any errors or omissions in this drawing. The architect is not responsible for any construction or other work shown in this drawing. The architect is not responsible for any construction or other work shown in this drawing.

Health and Safety Note:
 This drawing is based on topographical and other data furnished by the client. The architect assumes no responsibility for any inaccuracies in the data. The architect is not responsible for any errors or omissions in this drawing. The architect is not responsible for any construction or other work shown in this drawing. The architect is not responsible for any construction or other work shown in this drawing.

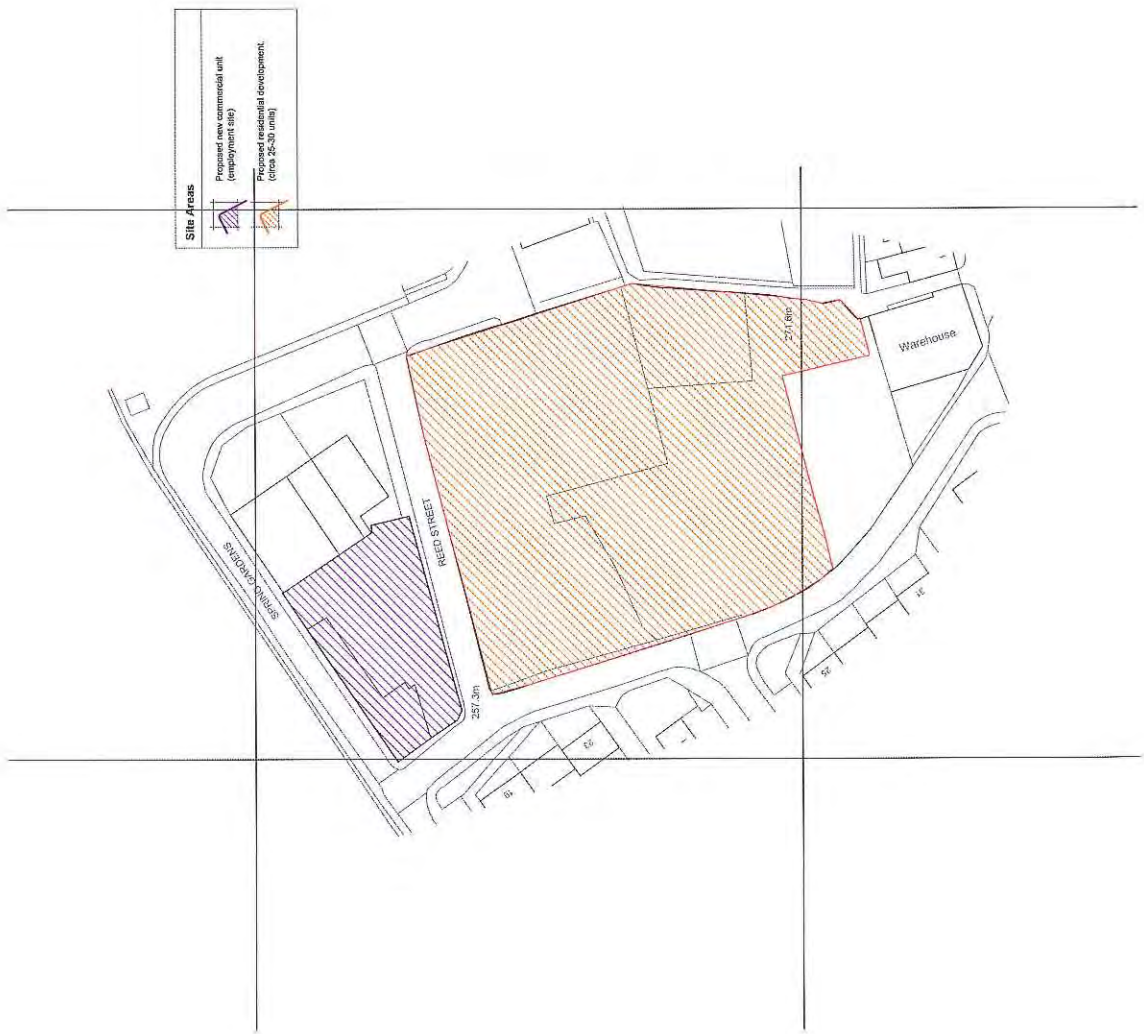
GENERAL NOTES:

1. Show the original site conditions on the site plan. The architect assumes no responsibility for any inaccuracies in the data. The architect is not responsible for any errors or omissions in this drawing. The architect is not responsible for any construction or other work shown in this drawing.
2. All work shown in this drawing is to be completed in accordance with the applicable building codes and regulations. The architect assumes no responsibility for any inaccuracies in the data. The architect is not responsible for any errors or omissions in this drawing. The architect is not responsible for any construction or other work shown in this drawing.
3. Do not add.
4. All dimensions shown in this drawing are in feet and inches. The architect assumes no responsibility for any inaccuracies in the data. The architect is not responsible for any errors or omissions in this drawing. The architect is not responsible for any construction or other work shown in this drawing.
5. The architect is not responsible for any construction or other work shown in this drawing. The architect is not responsible for any construction or other work shown in this drawing.
6. The architect is not responsible for any construction or other work shown in this drawing. The architect is not responsible for any construction or other work shown in this drawing.



NAVIGATION SUPPLY CO LLC
 PROPOSED RESIDENTIAL DEVELOPMENT
 REED STREET
 1300
 AUG 2017

PROPOSED SITE AREAS
 1500 @ A2
 250 @ A2
 250 @ A2



DATE: AUG 2017
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

**THE SECOND SCHEDULE
DESCRIPTION OF THE DEVELOPMENT**

Outline Application (including access, appearance, layout and scale): Residential development of 22 terraced properties
Application No: 2018/0414.

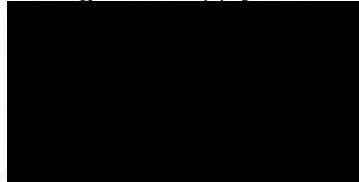
**THE THIRD SCHEDULE
DRAFT PLANNING PERMISSION**

Rossendale Borough Council

APPLICATION FOR PLANNING PERMISSION

Town and Country Planning Act 1990

Applicant Name: Navigation Supply
Notice Recipient:



Part 1 – Particulars of Application:

Date Received: 28th August 2018

Application Number: 2018/0414

Proposed Works: Outline Application (including access, appearance, layout and scale):
Residential development of 22 terraced properties.

Location: Land Adjacent Reed Street Bacup

Following consideration of the application in respect of the proposal outlined above, it was resolved to **GRANT PLANNING PERMISSION** for the following reasons:-

SUMMARY REASON FOR APPROVAL:

The proposed development of this site for residential purposes is considered acceptable in principle. Furthermore, it is considered that, subject to the imposition of appropriate conditions, the development would reasonably safeguard the visual amenity of the area (including the setting of the nearby Conservation Area), the amenities of surrounding properties, the ecological value of the site, and highway safety. Finally, subject to the imposition of suitable conditions it is considered that future occupiers of the development would not be at undue risk from either flooding or contaminants. The proposals are therefore considered to be in accordance with the requirements of Policies AVP2, 1, 2, 3, 4, 9, 16, 18, 19, 22, 23 and 24 of the adopted Core Strategy DPD and Sections 2, 4, 5, 8, 9, 11, 12, 14, 15 and 16 of the National Planning Policy Framework.

CONDITIONS:

1. An application for the approval of the reserved matter (namely the landscaping of the development) must be made to the Council before the expiration of three years from the date of this permission and the development hereby permitted must be begun two years from the date of approval of the last of the reserved matters to be approved.

Reason: This condition is required to be imposed by the provisions of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The outline planning permission hereby approved relates to the erection of twenty two residential units and shall be carried out in accordance with the following plans and documents unless otherwise required by other conditions below:

- Application form received on 28th August 2018.
- Site Location Plan (Drawing Number MDA RSL1 Rev A) received on 22nd November 2018.
- Proposed Site Layout (Drawing Number 1800-A-100 Rev C) received on 27th November 2018.
- House Type A Elevations (Drawing Number A-HT1-04-02 REV.C) received on 20th November 2018.
- House Type A Floor Plans (Drawing Number 1800-HT1-04-01 Rev B) received on 20th November 2018.

Reason: To ensure that the development complies with the approved plans and submitted details, in accordance with the requirements of Policies AVP2, 1, 2, 3, 4, 9, 16, 18, 19, 22, 23 and 24 of the Council's adopted Core Strategy DPD (2011) and Sections 2, 4, 5, 8, 9, 11, 12, 15 and 16 of the National Planning Policy Framework.

3. Notwithstanding any details given on the approved plans or application form, development shall not commence until full details of the location, height and appearance of all fences, walls and gates to be erected as part of the scheme have been submitted to, and approved in writing by, the Local Planning Authority. The submitted details shall include for 1.8m high walls/fences/gates around the rear gardens of each individual dwelling, and regular coursed natural stone walling (to match the stone used in the construction of the approved dwellings) around the perimeter of the site.

The approved garden and site boundary treatment shall be completed in accordance with the approved details before, in the case of the former, the dwelling to which they relate is first occupied, or, in the case of the latter, the substantial completion of the whole development. The approved garden and boundary treatment shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity and to safeguard the privacy of adjoining/new residents, in accordance with the requirements of Policies 1, 16, 23 and 24 of the Council's adopted Core Strategy DPD (2011) and Sections 12, 15 and 16 of the National Planning Policy Framework.

4. Notwithstanding any details given on the approved plans, the external walls and roofs of the approved dwellings shall be constructed using regular coursed natural stone and natural blue slate. The dwellings shall be constructed using these materials and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity, in accordance with the requirements of Policies 1, 16, 23 and 24 of the Council's adopted Core Strategy DPD (2011) and Sections 12, 15 and 16 of the National Planning Policy Framework.

5. Notwithstanding any details given on the approved plans, details of the location, height and design of the proposed retaining walls shall be submitted to, and approved in writing by, the Local Planning Authority before development commences. These shall show them faced in regular coursed natural stone to match the external walls of the approved dwellings. The retaining walls shall be constructed in accordance with the approved details, and in the approved positions, and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of visual amenity, in accordance with the requirements of Policies 1, 16, 23 and 24 of the Council's adopted Core Strategy DPD (2011) and Sections 12, 15 and 16 of the National Planning Policy Framework.

6. Notwithstanding any details given on the approved plans all new heads and cills shall be constructed of ashlar stone.

Reason: In the interests of visual amenity, in accordance with the requirements of Policies 1, 16, 23 and 24 of the Council's adopted Core Strategy DPD (2011) and Sections 12, 15 and 16 of the National Planning Policy Framework.

7. Notwithstanding any details given on the approved plans, details of the proposed means of surfacing, sealing and draining of the parking areas for the dwellings shall be submitted to, and approved in writing by, the Local Planning Authority before development commences. The details shall show the parking areas constructed of a bound material. The approved parking spaces shall be constructed in accordance with the approved details, and in the approved positions, before the dwelling to which they relate is first occupied and shall thereafter be retained at all times solely for the parking of vehicles in conjunction with those dwellings.

Reason: In the interests of visual amenity and highway safety, in accordance with the requirements of Policies 1, 16, 23 and 24 of the Council's adopted Core Strategy DPD (2011) and Sections 12, 15 and 16 of the National Planning Policy Framework.

8. Notwithstanding the details given on the approved plans, a cycle store (capable of accommodating two cycles) and an electric vehicle charging point shall be provided in conjunction with each of the dwellings hereby approved. Details of the size, design and location of these shall be submitted to, and approved in writing by, the Local Planning Authority before development commences. The cycle stores and charging points shall be constructed in the approved positions and in accordance with the approved details before the dwelling to which they relate is first occupied and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of securing sustainable development, in accordance with the requirements of Policy 9 of the Council's adopted Core Strategy DPD (2011) and Sections 2 and 9 of the National Planning Policy Framework.

9. No development shall take place, including any works of demolition, until a construction method statement has been submitted to and approved in writing by the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. It shall provide for:

- i) The parking of vehicles of site operatives and visitors
- ii) The loading and unloading of plant and materials
- iii) The storage of plant and materials used in constructing the development
- iv) The erection and maintenance of security hoarding
- v) Wheel washing facilities
- vi) Measures to control the emission of dust and dirt during construction
- vii) A scheme for recycling/disposing of waste resulting from demolition and construction works
- viii) Details of working hours
- ix) Routing of delivery vehicles to/from site to avoid the low bridge on Tong Lane.

Reason: In the interests of highway safety, in accordance with the requirements of Policy 24 of the Council's adopted Core Strategy DPD (2011)

10. Development shall not commence until full details of the proposed site accesses and off-site highway works have been submitted to, and approved in writing by, the Local Planning Authority. These shall include measures to assist pedestrians crossing Tong Lane including drop crossing points with tactile paving and 'H' bar markings to highlight the crossing point(s). The approved measures shall be completed before the dwellings hereby approved are first occupied and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of highway safety, in accordance with the requirements of Policy 24 of the Council's adopted Core Strategy DPD (2011)

11. Development shall not commence until full engineering, drainage, street lighting and constructional details of the new internal estate road have been submitted to, and approved in writing by, the Local Planning Authority. This shall show the road designed to adoptable standards as specified by Lancashire County Council. The estate road shall be constructed in accordance with the approved details before the dwellings hereby approved are first occupied and shall thereafter be satisfactorily retained at all times.

Reason: In the interests of highway safety, in accordance with the requirements of Policy 24 of the Council's adopted Core Strategy DPD (2011)

12. Development shall not commence until details of the proposed arrangements for the future management and maintenance of the roads forming part of the development have been submitted to, and approved in writing by, the Local Planning Authority. The roads shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under section 38 of the Highways Act 1980 or a private management and maintenance company has been established.

Reason: In order to ensure proper management and maintenance of the roads within the development in the interests of highway safety, in accordance with the requirements of Policy 24 of the Council's adopted Core Strategy DPD (2011)

13. No development, demolition or site clearance works shall take place until details of the proposed means of containing, controlling and removing Japanese Knotweed from the site, including a timetable for its removal, have been submitted to, and approved in writing by, the Local Planning Authority. The approved measures shall thereafter be carried out in full accordance with those details.

Reason: To safeguard the ecological value of the site, in accordance with the requirements of Policies 18 and 24 of the Council's adopted Core Strategy DPD (2011) and Section 15 of the National Planning Policy Framework.

14. Shrubs and brambles shall not be removed between 1st March and 31st August inclusive unless a competent ecologist has first undertaken a detailed check of the vegetation for active birds' nests immediately before the vegetation is cleared and has provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation shall be submitted to the Local Planning Authority.

Reason: To safeguard nesting birds, in accordance with the requirements of Policies 18 and 24 of the Council's adopted Core Strategy DPD (2011) and Section 15 of the National Planning Policy Framework.

15. The development shall make provision for biodiversity enhancement measures and shall include also a timetable for their implementation. The approved measures shall be implemented in accordance with the approved timescales, and thereafter satisfactorily retained at all times.

Reason: To enhance the ecological value of the site, in accordance with the requirements of Policies 18 and 24 of the Council's adopted Core Strategy DPD (2011) and Section 15 of the National Planning Policy Framework.

16. Notwithstanding any information submitted with the application, no development shall take place (except for demolition and enabling works as agreed with the LPA) until an investigation and risk assessment has been submitted to and approved in writing by the Local Planning Authority. The submitted report shall include:-

- i) Where potential risks are identified by the Preliminary Risk Assessment, a Phase 2 Site Investigation report shall also be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. The investigation shall address the nature, degree and distribution of land contamination on site and shall include an identification and assessment of the risk to receptors focusing primarily on risks to human health, groundwater and the wider environment; and
- ii) Should unacceptable risks be identified the applicant shall also submit and agree with the Local Planning Authority in writing a contaminated land remediation strategy prior to commencement of development. The development shall thereafter be carried out in full accordance with the duly approved remediation strategy or such varied remediation strategy as may be agreed in writing with the Local Planning Authority.

Reason: In the interests of mitigating hazards associated with land contamination and to prevent pollution, in accordance with the requirements of Policy 24 of the Council's adopted Core Strategy DPD (2011) and Section 15 of the National Planning Policy Framework.

17. Pursuant to condition 16 and prior to first occupation of any of the dwellings hereby approved, a verification report, which validates that all remedial works undertaken on site were completed in accordance with those agreed with the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of mitigating hazards associated with land contamination and to prevent pollution, in accordance with the requirements of Policy 24 of the Council's adopted Core Strategy DPD (2011) and Section 15 of the National Planning Policy Framework.

18. The flood protection measures set out in the Flood Risk Assessment by Moreton Deakin Associates Ltd dated May 2018 shall be implemented in full before the dwellings to which they relate are first occupied, and shall thereafter be satisfactorily retained at all times.

Reason: To safeguard future occupiers of the dwellings from flood risk, in accordance with the requirements of Section 14 of the National Planning Policy Framework.

19. Foul and surface water shall be drained on separate systems. No surface water shall discharge to the public sewerage system either directly or indirectly.

Reason: To secure proper drainage and to manage the risk of flooding and pollution, in accordance with the requirements of Policies 19 and 24 of the Council's adopted Core Strategy DPD (2011) and Section 14 of the National Planning Policy Framework.

20. Development shall not commence until a scheme for the drainage of surface water from the developed site has been submitted to, and approved in writing by, the Local Planning Authority.

The scheme shall be based on the hierarchy of drainage options set out in the National Planning Practice Guidance, shall include evidence of an assessment of the site conditions, and must be designed in accordance with the requirements of the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. The approved drainage works shall be completed in accordance with the approved details before the dwellings hereby approved are first occupied and shall thereafter be satisfactorily retained at all times.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, in accordance with the requirements of Policies 19 and 24 of the Council's adopted Core Strategy DPD (2011) and Section 14 of the National Planning Policy Framework.

21. Development shall not commence until full details of the location of the affordable housing units to be provided on the site have been submitted to, and approved in writing by, the Local Planning Authority. The affordable housing shall thereafter be provided in accordance with the approved scheme.

Reason: To ensure the appropriate provision of affordable housing units on the site, in accordance with the requirements of Policies 4 and 22 of the Council's adopted Core Strategy DPD (2011) and Section 5 of the National Planning Policy Framework.

22. The finished ground floor levels of the approved dwellings shall be set at the levels shown on approved drawing number 1800-A-100 Rev C.

Reason: In the interests of visual amenity, in accordance with the requirements of Policies 1, 16, 23 and 24 of the Council's adopted Core Strategy DPD (2011) and Sections 12, 15 and 16 of the National Planning Policy Framework.

23. Any construction works associated with the development hereby approved shall not take place except between the hours of 7:00 am and 7:00 pm Monday to Friday and 8:00 am and 1:00 pm on Saturdays. No construction shall take place on Sundays, Good Friday, Christmas Day or Bank Holidays.

Reason: To safeguard the amenities of neighbouring properties in accordance with the requirements of Policy 24 of the Council's adopted Core Strategy DPD (2011) and Section 15 of the National Planning Policy Framework.

INFORMATIVES

1. The Local Planning Authority has a Core Strategy (adopted in November 2011) and a series of Supplementary Planning Documents, which can be viewed at:

http://www.rossendale.gov.uk/downloads/download/331/core_strategy_local_plan_part_1_adopted

The Council operates a pre-application planning advice service. All applicants are encouraged to engage with the Local Planning Authority at the pre-application stage. In this case the applicant did not engage in pre-application discussions.

The Local Planning Authority has considered the application and where necessary considered either the imposition of planning conditions and/or sought reasonable amendments to the application in order to deliver a sustainable form of development in accordance with the National Planning Policy Framework and the local planning policy context.

2. The grant of planning permission will require the applicant to enter into a Section 278 Agreement, with the County Council as Highway Authority. The applicant should be advised to contact Lancashire County Council, Highway Development Control email - developeras@lancashire.gov.uk in the first instance to ascertain the details of such an agreement and the information to be provided.
3. If, during any works on site, contamination is suspected or found, or contamination is caused, the Local Planning Authority shall be notified immediately. Where required, a suitable risk assessment shall be carried out and/or any remedial action shall be carried out in accordance with an agreed process and within agreed timescales in agreement with the Local Planning Authority.

The applicant is advised that they have a duty to adhere to Part 2A of the Environmental Protection Act 1990, the National Planning Policy Framework 2018 and the current Building Control Regulations with regards to contaminated land. The responsibility to ensure the safe development of land affected by contamination rests primarily with the developer.

4. Your attention is drawn to the attached comments from the Lancashire Fire and Rescue Service; United Utilities and Cadent Gas.

Date:
Development Control
First Floor
The Business Centre
Futures Park
Bacup
OL13 0BB

Signed:
Mike Atherton
Planning Manager

Please note that this notice does not relieve the applicant from the need to ensure compliance with the appropriate provisions of the Building Act 1984 and the Building Regulations 2000.

IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE

**GUIDANCE NOTES FOR APPLICANTS
WHERE AN APPLICATION HAS BEEN APPROVED**

1. APPLICATIONS FOR PLANNING PERMISSION, APPROVAL OF RESERVED MATTERS, LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT.

If you object to the Local Planning Authority's decision to grant permission, approval or consent subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990 within 12 weeks of the date of this notice. With regard to granted applications concerning listed buildings in a conservation area, you may appeal under Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 8 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990.

Please make your appeal using a form from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) www.planning-inspectorate.gov.uk. The Secretary of State may allow a longer period for you to give notice of appeal, but will normally only do so if there are special circumstances that excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it appears that the Local Planning Authority could have granted permission for the proposed development only subject to the conditions it imposed, bearing in mind the statutory requirements, the development order, and any directions given under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority made its decision on the grounds of a direction that he or she had given.

It may be that planning permission, conservation area consent or listed building consent is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment; but you, as the landowner, claim that the land is no longer fit for reasonably beneficial use in its existing state and you cannot make it fit for such use by carrying out the permitted development. If so, you may serve a purchase notice on Rossendale Borough Council requiring the Council to buy your interest in the land. You can do this under the Town and Country Planning Act 1990 or Section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings and buildings in conservation areas.

You may claim compensation against the Local Planning Authority if the Secretary of State has refused or granted permission subject to conditions, either on appeal or when the application was referred to her or him.

Compensation is payable in the circumstances set out in:

(a) Section 114 and Part II of Schedule 3 of the Town and Country Planning Act 1990; or (b) Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings.

2. ADDITIONAL NOTES ON LISTED BUILDING CONSENT

1 If you wish to modify the development referred to in your application or to vary it in any way, you must make another application.

2 This notice refers only to the grant of listed building consent and does not entitle you to assume that the City Council has granted its consent for all purposes:

- (a) If you have applied for planning permission under Section 57(1) of the Town and Country Planning Act 1990, we will send you a separate notice of decision;
 - (b) We will send you a separate notice about plans you have submitted under the Building Regulations 2000;
 - (c) If the development for which listed building consent has been granted includes putting up a building for which you have to submit plans under the Building Regulations 2000, you should not do any work connected with erecting that building until you have satisfied yourself that you have complied with Section 219 of the Highways Act 1980 or that they do not apply to this building.
- 3 Even if you have gained listed building consent, you must comply with any restrictive covenants that affect the land referred to in the application.

3. APPLICATION FOR CONSENT TO DISPLAY ADVERTISEMENTS

If the applicant is aggrieved by the decision of the Local Planning Authority to grant consent, subject to conditions, he or she may appeal to the Secretary of State for the Environment in accordance with Regulation 17 and Part 3 of Schedule 4 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 within eight weeks of the receipt of this notice. (Appeals must be made on a form which obtainable from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) www.planning-inspectorate.gov.uk).

IMPORTANT

Compliance with Planning Conditions

The Council's Planning Enforcement Team is responsible for monitoring the implementation of planning permissions. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area;
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration.

It is important that you read and understand the eight points below to avoid any potential breaches of planning control:

- 1) Please take some time to read through the conditions attached to the planning permission and their particular requirements.
- 2) All planning conditions and timeframes for their submission/implementation must be complied with in full, unless a subsequent application or appeal is made to vary or remove those conditions and is subsequently approved.
- 3) Applications to vary conditions attached to a planning permission can take up to 8 weeks to determine (13 weeks if relating to a major planning application). Appeals normally take much longer.

- 4) Applications for approval of details reserved by planning condition (more commonly referred to as condition discharge applications) can take approximately 8 weeks to determine.
- 5) Applicants should ensure that they submit any applications or appeals in good time, well in advance of any anticipated or scheduled start date for commencement of the development.
- 6) If any amendments are sought to the permission, either prior to commencement of development or during the development, the developer should contact the Planning Department at their earliest opportunity to establish what form of application will be required. Work should not continue until any amendments are approved in writing by the Local Planning Authority.
- 7) Fees are normally payable for applications for approval of details reserved by planning condition (condition discharge applications). The relevant application forms, associated fees and details of how to apply can be found on the Planning Portal: www.planningportal.gov.uk
- 8) Should you have any queries relating to any part of the Planning Process the Council's Duty Planning Officer is available Mondays, Wednesdays and Fridays between the hours of 0900-1200 and can be contacted during those times on 01706 217 777 (Option 4).

Mike Atherton
Planning Manager

THE FOURTH SCHEDULE

Developers Covenants

1. The Developer covenants with the Council as follows:

The Developer shall give notice in writing to the Council of their intention to commence the Development fourteen (14) calendar days prior to Commencement of the Development and shall give notice in writing of the date of occupation of the 10th Dwelling on Site within 7 calendar days of the date arising.

2. Payment of the contributions

The Developer will pay the Open Space and Play Equipment Contribution to the Council as follows:

- 2.1 On occupation of the 10th Dwelling, the Open Space and Play Equipment Contribution. The Owner shall not occupy or cause or permit to be occupied the 10th Dwelling constructed on the Site until such payment has been made.

The Contributions shall be subject to indexation in accordance with clause 12.

THE FIFTH SCHEDULE

The Council's Covenants

Contributions

1. To use all Contributions received from the Developer under the terms of this Agreement for the purposes referred to in the relevant definition and for no other purpose.
2. The Council covenants with the Developer that it will refund any Contributions to the person who paid the relevant Contribution to the extent that such Contribution has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five years of the date of receipt by the Council of such sum together with Interest for the period from the date of payment to the date of actual refund.
3. When requested in writing the Council shall provide written confirmation of the discharge of obligations to the Council contained in this Agreement once the Council is satisfied (acting reasonably) that such obligations have been performed.
4. Following the performance and satisfaction of all the obligations contained in this Agreement, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges held by the Council in respect of this Agreement.

IN WITNESS whereof the Council, the Owner and the Developer have executed this Agreement as a Deed the date and year first before written.

EXECUTED AS A DEED by the
ROSSENDALE BOROUGH COUNCIL

By affixing its common seal in the

Presence of:



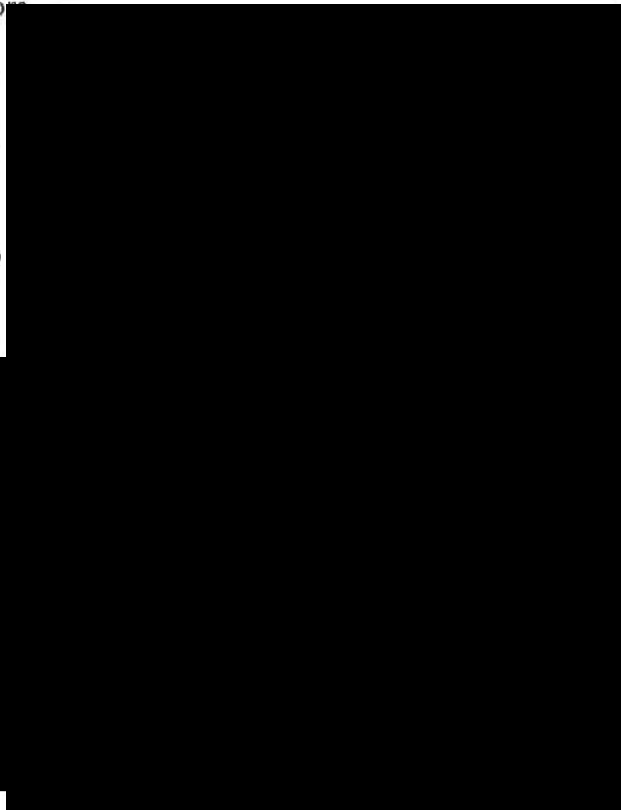
No. IN SEAL
REGISTER
115470

EXECUTED as a DEED by
Navigation Supply Ltd

Acting by two Directors

Signature of Director

Signature of Director



EXECUTED as a DEED
Tracey Geoghegan
in the presence of:-

Name:

Address:

