

Dated 20 January 2025

ROSSENDALE BOROUGH COUNCIL

And

GLEN TOP DEVELOPMENTS LTD

A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land at Glen Top Works, Newchurch Road, Stacksteads, Bacup, Lancashire, OL13 0NW

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

THIS AGREEMENT is made the 20 day of January 2024

BETWEEN

- (1) ROSSENDALE BOROUGH COUNCIL of Futures Park, Bacup. OL13 0BB ("the Council") and
- (2) GLEN TOP DEVELOPMENTS LTD (Company Number 11413645) whose registered office is at Chester House, Lloyd Drive, Cheshire Oaks Business Park, Ellesmere Port, CH65 9HQ ("the Owner")

**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.
- 1.2 The Site was previously granted planning permission for development under planning permission number 2019/0101 but this permission lapsed without development having commenced within the timescales set out therein.
- 1.3 The Owner has applied to the Council pursuant to the Act for full permission to develop the Site under Application reference 2023/0553 and enters into this Agreement with the intention that it shall be bound by the obligations contained herein.
- 1.4 Lancashire County Council is freehold owner to part of the Site. The Owner is the leasehold owner of the Site which is registered at the Land Registry under title number LA937383 with good leasehold title.
- 1.5 The Council is the freehold owner of the Green Belt Compensation Land which is registered at the Land Registry under title number LAN103204 with title absolute.
- 1.6 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and Owner is the person against whom such obligations are enforceable in respect of the Site.
- 1.7 The Owner has agreed to enter into this Agreement so as to create planning obligations in favour of the Council and the County Council (as applicable) 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 full planning permission numbered 2023/0553 for the change of use and conversion of a commercial unit to 14 apartments
"the Borough"	means the Borough of Rossendale

“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 Public Open Space Contribution, the Playing Pitch Contribution and the Green Belt Compensation 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 as authorised in accordance with the Planning Permission and “Dwellings” shall be construed accordingly
“Green Belt Compensation Contribution”	means the sum of £5,000 (five thousand pounds) for the funding of green belt compensation and more specifically the provision of habitat enhancement within the Green Belt Compensation Land
“Green Belt Compensation Land”	the land shown for indicative purposes edged in red on the plan annexed at the Sixth Schedule and labelled Plan 2 which is owned by the Council and is registered under title number LAN103204
“Interest”	Means interest at the rate of 4% above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein
“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.
“Plan”	means the Plan annexed hereto in the First Schedule
“Planning Permission”	means the full 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.
“Playing Pitch Contribution”	means the sum of £1,000 (one thousand pounds) per Dwelling (totalling £14,000 (fourteen thousand pounds)) for the funding of the provision of playing pitches in the Borough
“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.
“Public Open Space Contribution”	means the sum of £1,414 (one thousand four hundred and fourteen pounds) per Dwelling (totalling £19,796 ((nineteen thousand, seven hundred and ninety pounds)) for the funding of open space and play equipment in the Borough
“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 Owner In writing.
“Services”	means all the media and apparatus for the supply and removal of water, sewerage, gas and electricity
“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 Owner" 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.
- 2.8 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.



2.9 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 in the case of covenants made with and/or to them 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 the Owner in the Site together with its 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 Owner.

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**

This Agreement is conditional upon the grant of the Planning Permission and shall not take effect until the Commencement Date save for the provisions of clause 7.3 (Notices) clause 7.8 (no fetter), clause 7.11 (Land Charges registration), clause 7.13 (third parties), clause 8 (Disputes), clause 9 (Legal Costs), clause 10 (Notices of Change in Ownership), clause 11 (Indexation), clause 12 (VAT), clause 13 (Delivery) and Paragraphs 1.1, 2.1, 2.4 and 2.6 of the Fourth Schedule which shall come into effect immediately upon completion of this Agreement.

### **5. The Covenants of the Owner**

5.1 The Owner hereby covenants so as to bind its 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 Owner 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 (provided that any notice to be served on the Council must also be copied, by email to [planning@rossendalebc.gov.uk](mailto:planning@rossendalebc.gov.uk)) 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 and any such certificate, consent, permission, nomination or other approval shall be given on behalf of the Council by the Head of Planning.

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 therefrom;
- 7.6.2 any mortgagee or chargee of an owner-occupier 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 Nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council of any of its 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.
- 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.
- 7.18 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of such application references to the Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act as well and this Agreement shall apply to and remain in full force in respect of that new planning permission (and the original Planning Permission) without the need for a further agreement to be entered into pursuant to Section 106 of the Act

## **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 8.11 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 or County 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 Owner agrees to pay to the Council on the date hereof the sum of £1,750 (one thousand, seven hundred and fifty pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Deed .

## **10. Notice of Change in Ownership**

10.1 The Owner agrees with the Council that until all obligations under this Deed 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**

11.1 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 and sums payable pursuant to 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.

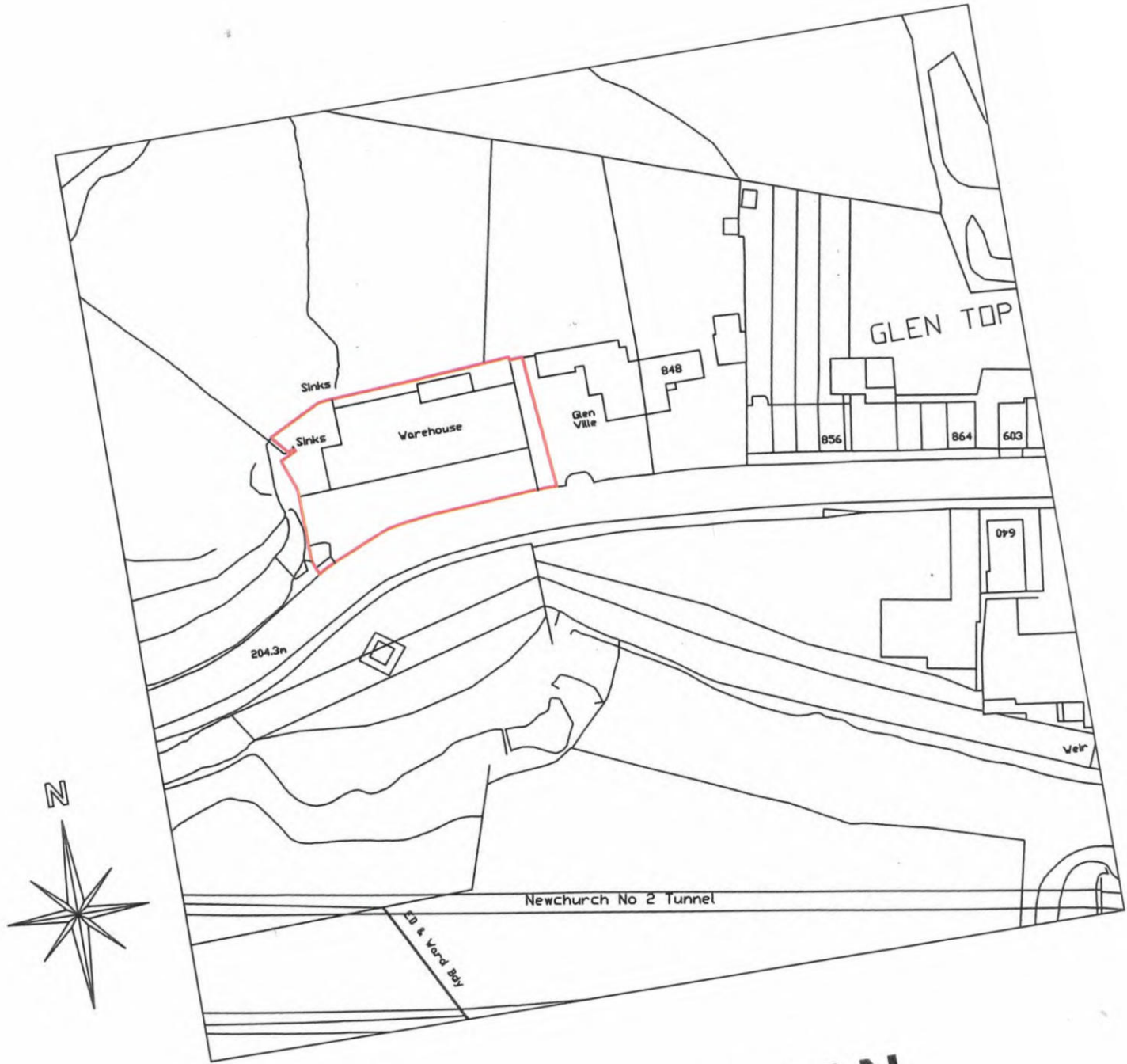
## **THE FIRST SCHEDULE**

### **THE SITE**

The registered leasehold land at Glen Top Works, Newchurch Road, Stacksteads, Bacup, Lancashire, OL13 0NW being the land registered at the Land Registry under Title Number LA927383 and for the purposes of identification only shown edged red on the attached Plan labelled Plan 1

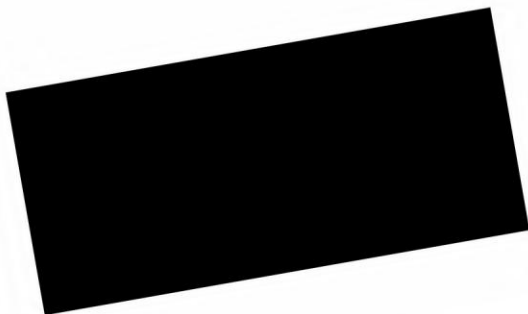


Plan 1



Scale 1:1250

# SITE LOCATION PLAN



**THE SECOND SCHEDULE**  
**DESCRIPTION OF THE DEVELOPMENT**

Full planning permission for the change of use and conversion of a commercial unit to 14 apartments.  
Application No: 2023/0553

**THE THIRD SCHEDULE  
DRAFT PLANNING PERMISSION**



## GRANT OF PLANNING PERMISSION

Town and Country Planning Act 1990

<b>Name and Address of Applicant:</b> MRS C COOPER 82 Buxton Road Stockport SK2 6PL	<b>Name and Address of Agent:</b> MR FRANK SMITH Campbell House 173 Rochdale Road Flirgrove Milnrow Rochdale OL16 3BN
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### Part 1 – Particulars of Application:

**Date Received:** 20th February 2024

**Application Number:** 2023/0553

**Proposed Works:** Change of use and conversion of commercial unit to 14no apartments -  
previously approved application 2019/0101

**Location:** Glen Top Works Newchurch Road Stacksteads Bacup Lancashire

### Part 2 – Compliance with Conditions:

It is **YOUR** responsibility to comply with planning conditions. The Council's Planning Enforcement Team is responsible for investigating alleged breaches of planning control. 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. **In some cases, failure to comply with planning conditions can lead to the loss of the planning permission.**

### **Part 3 - Particulars of Decision**

The Rossendale Borough Council hereby gives notice in pursuance of the provisions of the Town and Country Planning Act that PERMISSION HAS BEEN GRANTED for the carrying out of the development in Part 1 hereof in accordance with the application and plans submitted and the following condition(s)

#### **CONDITIONS:**

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

Reason: Required by Section 51 of the Planning and Compulsory Purchase 2004 Act.

2. The development shall be carried out in accordance with the application form received following plans and documents unless otherwise required by the conditions below:

Site Location Plan received 27.02.2024  
Drawing No: 18.06D - Landscaping Plan received 18.12.2023  
Drawing No: 22.3016.1 - Proposed Site Plan received 27.02.2024  
Drawing No: 22.3016.2 - Existing Elevations received 27.02.2024  
Drawing No: 22.3016.8 - Existing Site Plan received 27.02.2024  
Drawing No: 160932-001 - Swept Path Analysis received 02.07.2024  
Drawing No: 22.3016.5C - Proposed Elevations received 23.10.2024  
Drawing No: 22.3016.6C - Proposed Floor Plans received 23.10.2024  
Drawing No: 22.3016.7A - Existing Floor Plans received 02.07.2024  
Bat Survey and Biodiversity Enhancement received 06.12.2023  
Design and Access Statement received 27.02.2024  
External Materials Schedule received 06.12.2023  
Phase 1 Desk Study Report 2432 1 received 06.12.2023  
Phase 1 Desk Study Appendix 3A received 18.12.2023  
Phase 1 Desk Study Appendix 3B received 18.12.2023  
Drainage Scheme 2433-2 received 05.04.2024  
Tree Survey Report received 18.09.2024  
Tree Constraints Plan received 18.09.2024  
Tree Survey & AIA Report received 18.09.2024

Reason: For the avoidance of doubt.

3. Prior to first occupation of any of the apartments hereby approved, or upon substantial completion of the development (whichever is the sooner), all boundary treatments and hard landscaping works shall be implemented in full in accordance with the details shown on the approved scheme of proposed landscaping and boundary treatment (Drawing No: 18.06D). All planting shall take place in the planting season immediately following substantial completion of the development, or first occupation of the apartments hereby approved (whichever is the sooner). Any plants that are removed, die or become diseased within ten years from the date of planting shall be replaced by plants of the same size and species in the following planting season.

Reason: In the interests of visual amenity.

4. All windows in the east elevation of the building shall be fitted with obscure glass and shall be non-opening below a height of 1.7m from the associated floor level. Obscure glazing and non-opening windows shall be retained at all times thereafter. The obscure glazing shall be to at least Level 3 on the Pilkington Levels of Privacy, or such equivalent as may be agreed in writing by the Local Planning Authority.

Reason: In the interests of the privacy of occupiers of neighbouring property.



5. The apartment located in the north eastern corner of the building at first floor level (as numbered '13' on drawing number 22.3016.6C) and the apartment located in the north eastern corner of the lower building (as numbered '9' on drawing number 22.3016.6C) shall not be occupied until 2m high obscure glazed privacy screens have been installed on the eastern side of their balconies. The obscure glazed privacy screens shall be retained at all times thereafter. The obscure glazing shall be to at least Level 3 on the Pilkington Levels of Privacy.

Reason: In the interests of the privacy of occupiers of neighbouring property.

6. Prior to first occupation of any of the apartments hereby approved, the car park and manoeuvring areas shall be surfaced or paved, and marked out, in accordance with the details shown on approved Drawing No: 18.06D. The car park and manoeuvring areas shall be retained and maintained as such thereafter.

Reason: To allow for the effective use of the parking areas.

7. Prior to first occupation of any of the apartments hereby approved, the secure covered cycle storage facilities shown on Drawing No: 18.06D (3 no. Covered Fortis Cycle Shelters with Cycle Racks, each with capacity for 10 no. cycles) shall be provided in full. The cycle storage facilities shall be retained thereafter for the use of residents of the apartments.

Reason: To ensure adequate provision of cycle storage facilities, and to promote sustainable modes of transportation.

8. Prior to first occupation of any apartment, an electric vehicle charging point shall be installed and made available for use within the car park. The charging point shall be retained and maintained thereafter.

Reason: In the interests of promoting more sustainable forms of transport.

9. No part of the development hereby approved shall commence until a scheme for the construction of the site access and the off-site works of highway improvement has been submitted to, and approved by, the Local Planning Authority. No part of the development shall be occupied until the works have been carried out in accordance with the approved details.

Reason: In order to satisfy the Local Planning Authority that the final details of the highway works are acceptable before work commences on site.

10. The following measures shall be carried out on site for the duration of development works:

- A toolbox talk shall be delivered to site operatives by a suitably qualified ecologist or bat worker prior to the start of works on site to ensure they are informed of the risk of bats within the roof structure. Any operatives (including subcontractors) working on site in a manner which could affect bats shall be provided with such a toolbox talk.
- Any roof slates or other parts of the building fabric requiring repair or removal from the building must be dismantled by hand, with care, ensuring they are checked for bats and signs of the presence of bats (droppings). If any bats, or additional signs of the presence of bats (droppings) is found during the works, all works shall stop in the vicinity and a qualified ecologist shall be contacted for advice. Development shall thereafter proceed in accordance with the ecologist's advice.
- Any lighting during the construction and operational phase shall be directed to avoid the adjacent green space (field to the north and west and boundary vegetation).
- Baffles shall be used to avoid spillage of light into the sky and into areas toward the vegetated boundary.
- Lighting installed during the operational phase shall be High or Low Pressure Sodium or LED type lighting.



Reason: In the interests of protecting any bats on site during development works, and in accordance with the recommendations of the submitted Bat Presence / Absence Survey and Biodiversity Enhancement Report (July 2023).

11. Prior to first occupation of any of the apartments hereby approved, the following biodiversity enhancement measures shall be implemented:

- Four 1FQ Schwegler bat boxes (or similar) are installed on the north, east and west elevations of the building. These boxes are durable, do not require cleaning and are suitable for individual bats or maternity colonies. It is highly likely that they will be quickly adopted by pipistrelle bats that are known to be present in the area.
- Alternatively, boxes could be integrated into the walls of the newly clad building, for example the 1FE Schwegler Access Panel or Ibstock Enclosed Bat Box Panel 'C'.

Reason: In the interests of enhancing the ability of the site to provide roosting habitat for bats, and in accordance with the recommendations of the submitted Bat Presence / Absence Survey and Biodiversity Enhancement Report (July 2023).

12. Within 6 months of commencement of development a Biodiversity Enhancement Scheme to reflect the recommendations in Section 9.2 of the Bat Presence/Absence Survey and Biodiversity Enhancement Report by Verity Webster Ltd dated July 2023, shall be submitted to the Local Planning Authority for its approval. The approved scheme shall be implemented prior to first occupation of any of the apartments.

Reason: In the interests of enhancing the ability of the site in accordance with the recommendations of the submitted Bat Presence / Absence Survey and Biodiversity Enhancement Report (July 2023).

13. No development shall commence in any phase until a detailed, final surface water sustainable drainage strategy for the site has been submitted to, and approved in writing by, the Local Planning Authority.

The detailed surface water sustainable drainage strategy shall be based upon the indicative surface water sustainable drainage strategy (2433-1, January 2023, Martin Environmental Solutions Ltd) submitted and sustainable drainage principles and requirements set out in the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems. No surface water shall be allowed to discharge to the public foul sewer(s), directly or indirectly.

The details of the drainage strategy to be submitted for approval shall include, as a minimum;

- a) Sustainable drainage calculations for peak flow control and volume control for the:
  - i. 100% (1 in 1-year) annual exceedance probability event;
  - ii. 3.3% (1 in 30-year) annual exceedance probability event + 40% climate change allowance, with an allowance for urban creep;
  - iii. 1% (1 in 100-year) annual exceedance probability event + 45% climate change allowance, with an allowance for urban creep
  
- b) Final sustainable drainage plans appropriately labelled to include, as a minimum:
  - i. Site plan showing all permeable and impermeable areas that contribute to the drainage network either directly or indirectly, including surface water flows from outside the curtilage as necessary;
  - ii. Sustainable drainage system layout showing all pipe and structure references, dimensions and design levels;
  - iii. Details of all sustainable drainage components, including landscape drawings showing topography and slope gradient as appropriate;



- iv. Drainage plan showing flood water exceedance routes in accordance with Defra Technical Standards for Sustainable Drainage Systems;
- v. Finished Floor Levels (FFL) in AOD with adjacent ground levels for all sides of each building and connecting cover levels to confirm minimum 150 mm+ difference for FFL;
- vi. Details of proposals to collect and mitigate surface water runoff from the development boundary;
- vii. Measures taken to manage the quality of the surface water runoff to prevent pollution, protect groundwater and surface waters, and delivers suitably clean water to sustainable drainage components;

c) Evidence of an assessment of the existing on-site culverted watercourse to be used, to confirm that these systems are in sufficient condition and have sufficient capacity to accept surface water runoff generated from the development.

d) A site-specific Operation and Maintenance Manual for the lifetime of the development, pertaining to the surface water drainage system and prepared by a suitably competent person

The sustainable drainage strategy shall be implemented, retained, managed and maintained in accordance with the approved details.

Reason: To ensure satisfactory sustainable drainage facilities are provided to serve the site in accordance with the Paragraphs 173 and 175 of the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems.

14. The occupation of the development shall not be permitted until a site-specific verification report, pertaining to the surface water sustainable drainage system, and prepared by a suitably competent person, has been submitted to and approved in writing by the Local Planning Authority.

The verification report must, as a minimum, demonstrate that the surface water sustainable drainage system has been constructed in accordance with the approved drawing(s) (or detail any minor variations) and is fit for purpose. The report shall contain information and evidence, including photographs, of details and locations (including national grid references) of critical drainage infrastructure (including inlets, outlets, and control structures) and full as-built drawings. The scheme shall thereafter be maintained in perpetuity.

Reason: To ensure that surface water flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property, and ecological systems, and to ensure that the development as constructed is compliant with the requirements of Paragraphs 173 and 175 of the National Planning Policy Framework.

15. Foul and surface water shall be drained on separate systems.

Reason: To secure proper drainage and to manage the risk of flooding and pollution.

16. Notwithstanding any information submitted with the application, no development shall take place 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) An updated Preliminary Risk Assessment report (phase 1), including a conceptual model and a site walk over survey;
- ii) 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



- iii) 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 protecting future occupants of the development from hazards associated with land contamination, and in the interests of preventing pollution.

17. Pursuant to condition 16 and prior to first occupation of any of the apartments, 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 protecting future occupants of the development from hazards associated with land contamination, and in the interests of preventing pollution.

18. No development shall take place until samples of all new facing materials (including reclaimed natural coursed stone, grey slate, standing seam zinc, and window and door frames) to be used on the development have been provided by means of the erection on site of a one metre square sample panel for the written approval of the Local Planning Authority. The panel shall be retained on site and shall not be removed until the external walls are complete. The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that the final details of proposed facing materials are appropriate prior to work commencing, and in the interests of securing a high quality appearance for the development.

19. No development shall take place until a full and comprehensive Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. The approved Arboricultural Method Statement shall be implemented in full at all times thereafter.

Reason: To protect the trees in the site, in the interests of visual amenity and the conservation of biodiversity.

#### **INFORMATIVES:**

1. The proposal complies with the development plan and would improve the economic, social and environmental conditions of the area. It therefore comprises sustainable development and the Local Planning Authority worked proactively and positively to issue the decision without delay. The Local Planning Authority has therefore implemented the requirement in Paragraph 38 of the National Planning Policy Framework.

2. The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement, with the County Council as Highway Authority. The Highway Authority hereby reserves the right to provide the highway works within the highway associated with this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works. The applicant should be advised to contact the Environment Directorate for further information by telephoning the Developer Support Section (Area East) on 0300 123 6780, or writing to Developer Support Section, Lancashire County Council, Environment Directorate, Cuerden Mill Depot, Cuerden Way, Cuerden, PR5 6BJ or email [lhscustomerservice@lancashire.gov.uk](mailto:lhscustomerservice@lancashire.gov.uk)

3. During the period of construction, should contamination be found on site that has not been previously identified, no further works shall be undertaken in the affected area. Prior to further works being carried out in the affected area, the contamination shall be reported to the Local

Planning Authority within a maximum of 5 days from the discovery, a further contaminated land assessment shall be carried out, appropriate mitigation identified and agreed in writing by the Local Planning Authority. The development shall be undertaken in accordance with the agreed mitigation scheme.

4. The applicant is advised that they have a duty to adhere to the regulations of 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.

5. Under the Land Drainage Act 1991 (as amended by the Flood & Water Management Act 2010), you need consent from the Lead Local Flood Authority if you want to carry out works within the banks of any ordinary watercourse which may alter or impede the flow of water, regardless of whether the watercourse is culverted or not.

- Consent must be obtained before starting any works on site. It cannot be issued retrospectively.
- Sites may be inspected prior to, during and after the issuing of consent.
- Unconsented works within the highway or sustainable drainage system may prevent the adoption of highway and sewer assets.
- Applications to culvert an existing open ordinary watercourse will generally be refused.
- Enforcement action may be taken against unconsented work.

For the avoidance of doubt, once planning permission has been obtained it does not mean that Ordinary Watercourse Consent will be given. It is strongly advised that you obtain any required consent before or concurrently as you apply for planning permission to avoid delays.

You should contact the Lead Local Flood Authority to obtain Ordinary Watercourse Consent. Information on the application process and relevant forms can be found here: <https://www.lancashire.gov.uk/flooding/ordinary-watercourse-regulation/>

Date of Decision: 26.11.2024

Signed: *Mike Atherton*

Mike Atherton  
Head of Planning and Building Control



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](http://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](http://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](http://www.planningportal.gov.uk)

Mike Atherton  
Head of Planning and Building Control

DRAFT

## **THE FOURTH SCHEDULE**

### **Owner's Covenants**

#### **1. The Owner covenants with the Council as follows:**

- 1.1 The Owner shall give notice in writing to the Council of its intention to commence the Development fourteen (14) calendar days prior to Commencement of the Development.
- 1.2 The Owner shall give notice in writing to the Council of the anticipated date of Occupation of the 1<sup>st</sup> Dwelling at least seven (7) calendar days prior to such anticipated date arising.

#### **2. Payment of the contributions**

- 2.1 The Owner will pay the Green Belt Compensation Contribution to the Council prior to Commencement of the Development.
- 2.2 The Owner will pay the Public Open Space Contribution to the Council prior to date of the Occupation of the 1<sup>st</sup> Dwelling on the Development.
- 2.3 The Owner will pay the Playing Pitch Contribution Council prior to date of the Occupation of the 1<sup>st</sup> Dwelling on the Development.
- 2.4 The Owner shall not Commence Development until the Green Belt Compensation Contribution has been made.
- 2.5 The Owner shall not allow Occupation of any of the Dwellings until each of the Public Open Space Contribution and the Playing Pitch Contribution have been paid.
- 2.6 The Contributions shall be subject to Indexation in accordance with clause 11.



## **THE FIFTH SCHEDULE**

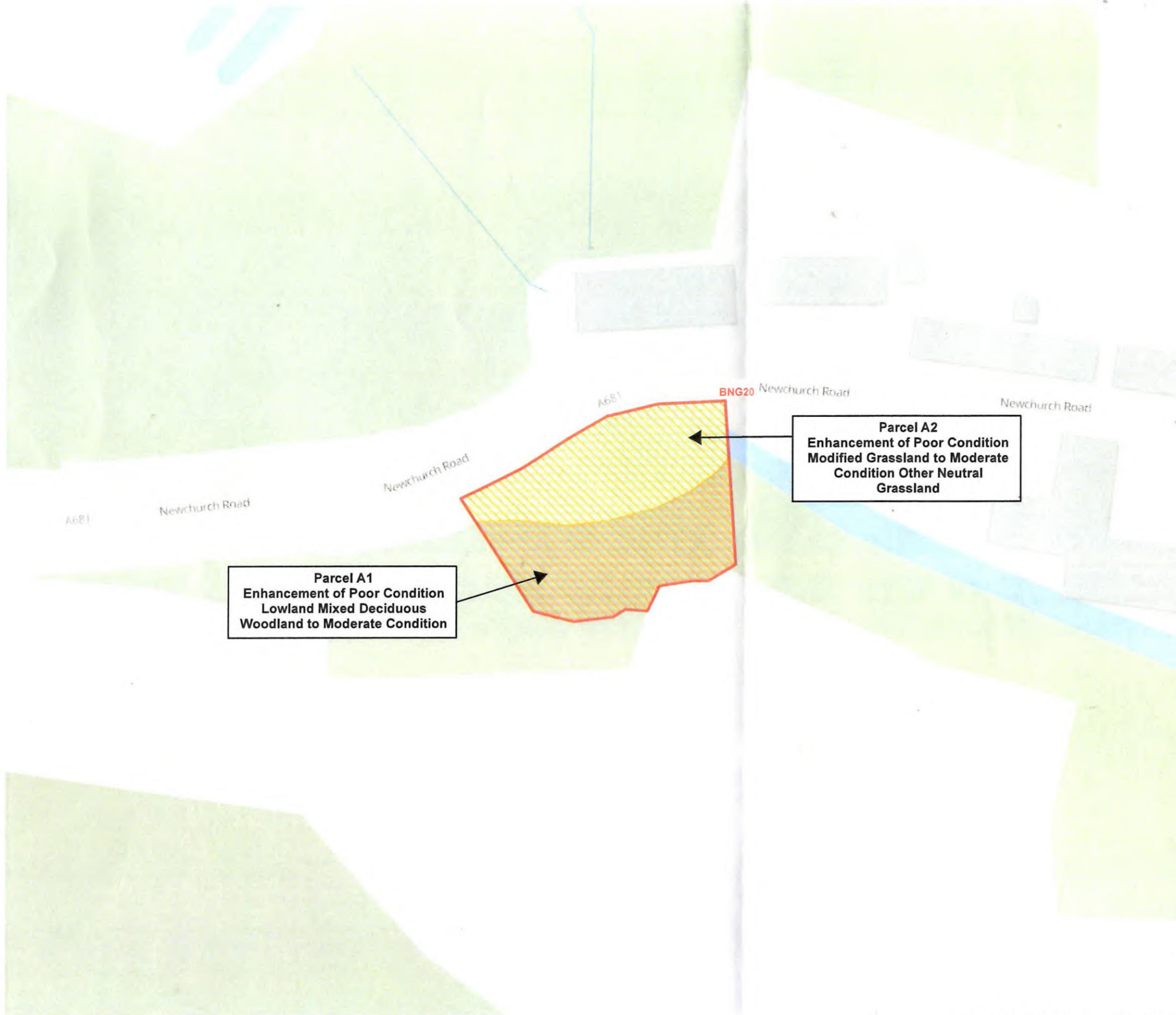
### **The Council's Covenants**





#### **Contributions**

1. To use all Contributions received from the Owner 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 Owner 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 ten years of the date of receipt by the Council of such sum.
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.

**THE SIXTH SCHEDULE**

**Green Belt Compensation Land**

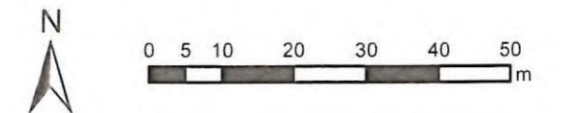


-  Site Boundary
- Future Baseline Habitat Condition**
-  Moderate
- Future Baseline Habitats**
-  g3c - Other neutral grassland
-  w1f - Lowland mixed deciduous woodland

**Parcel A1**  
 Enhancement of Poor Condition  
 Lowland Mixed Deciduous  
 Woodland to Moderate Condition

**Parcel A2**  
 Enhancement of Poor Condition  
 Modified Grassland to Moderate  
 Condition Other Neutral  
 Grassland

Plan 2



Project Details	WIE20375-100: Rossendale
Figure Title	Figure 4a: BNG20 - Future Baseline Habitats and Conditions (Option A)
Figure Ref	WIE20375-100_GIS_BNG20_4A
Date	February 2024
File Location	N:\Projects\WIE20375-100\9_GIS\WIE20375-100_GIS_EC

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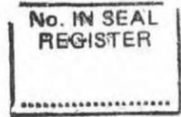


IN WITNESS whereof the Council, the Owner and the County Council have executed this Agreement as a Deed the date and year first before written.

EXECUTED AS A DEED by the  
ROSSENDALE BOROUGH COUNCIL

By affixing its common seal in the

Presence of:



EXECUTED AS A DEED by GLEN TOP  
DEVELOPMENTS LTD, acting by a  
Director in the presence of:-

)  
)  
).....

Witness signature.

Witness Name. MARGUERITA WILSON

Witness Address