

DATED

16th April

2014

LANCASHIRE COUNTY COUNCIL

- and -

RIBBLE VALLEY BOROUGH COUNCIL

- and -

MARTIN MARK CHARLES ASPINALL, RICHARD MICHAEL CORNISH and JOHN

ANDREW FERGUSON (as the Trustees of the Higher Standen Farm Trust)

- and -

RICHARD MICHAEL CORNISH and JOHN ANDREW FERGUSON (as Trustees of

the JER Aspinall Settlement)

**SECTION 106 AGREEMENT
TOWN AND COUNTRY PLANNING ACT 1990**

RELATING TO LAND KNOWN AS

LAND AT HIGHER STANDEN FARM, PENDLE ROAD, CLITHEROE

THIS AGREEMENT AND DEED is made the 16th day of April 2014

BETWEEN

1. **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the County Council")
and
2. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
and
3. **MARTIN MARK CHARLES ASPINALL** of Holly House, The Vine Yard, Stanton Broadway, Worcester, WR12 7LZ, **RICHARD MICHAEL CORNISH** of 17 Shays Drive, Clitheroe, Lancashire, BB7 1LL and **JOHN ANDREW FERGUSON** of 7 Winckley Square, Preston, PR1 3JD as Trustees of the Higher Standen Farm Trust (hereinafter called "the First Owner")
4. **RICHARD MICHAEL CORNISH** of 17 Shays Drive, Clitheroe, Lancashire, BB7 1LL and **JOHN ANDREW FERGUSON** of 7 Winckley Square, Preston, PR1 3JD as Trustees of the JER Aspinall Settlement (hereinafter called "the Second Owner" and together with the First Owner hereinafter called "the Owners")

WHEREAS

- (1) The First Owner is the freehold owner of land at Higher Standen Farm, Pendle Road, Clitheroe, Lancashire and part Littlemoor Farm, Clitheroe, Lancashire the title of which land is registered at HM Land Registry under numbers LAN51927, LAN51932, LAN51937, LAN52375 and LAN52419 and the Second Owner is the freehold owner of land on the south side of Littlemoor, Clitheroe the title of which is registered at HM Land Registry under number LAN110317 and the County Council is the freehold owner of land lying to the east of Langshaw Drive, Clitheroe the title to which is registered at HM Land Registry under Title Number LAN78823 all of which land is shown edged red on the Plan numbered 1 attached hereto ("the Property")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Deed are enforceable

Plan 1

PLANNING
 TRUSTEES OF THE STANBEN
 ESTATE, CLITHEROE
 MASTER-PLANNING

Site application boundary
 Other land owned by applicant

PLANNING

TRUSTEES OF THE STANBEN
 ESTATE, CLITHEROE
 MASTER-PLANNING

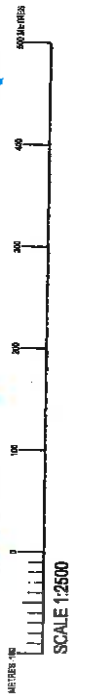
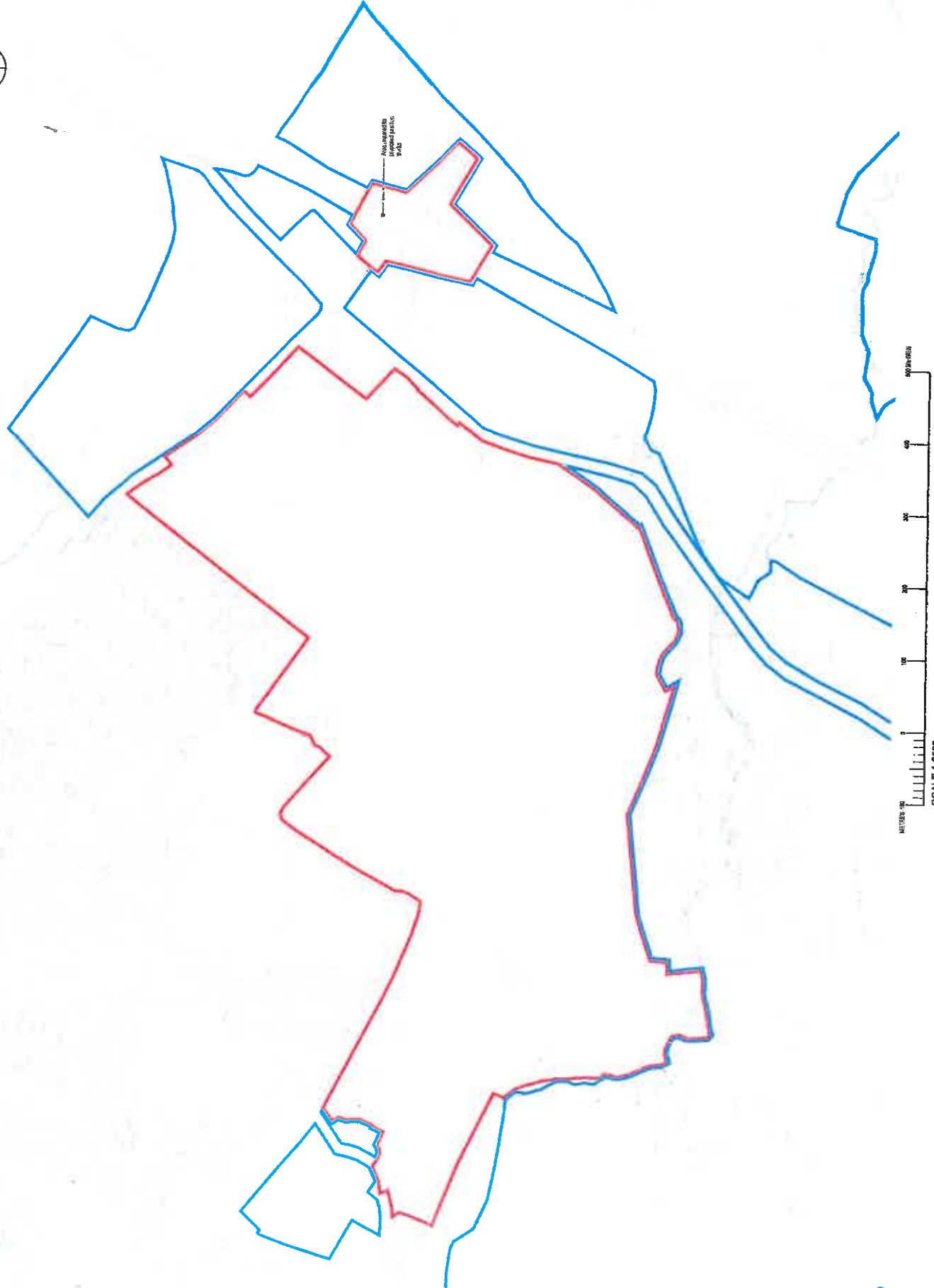
Site application boundary
 Other land owned by applicant

Site: SP(90)15 D

Scale: 1:2500
 Date: 15/05/15

taylor youngly
 100, High Street, Clitheroe, Lancashire, PR7 2AA
 Tel: 01625 542 200
 Fax: 01625 542 205
 Email: info@taylor-youngly.co.uk
 www.taylor-youngly.co.uk

Architect: Taylor Youngly
 Landscape Architect: Taylor Youngly
 Planning Consultant: Taylor Youngly
 Project Location: Clitheroe, Lancashire
 Project Name: Clitheroe Estate Masterplan
 Project Ref: SP(90)15 D



- (3) The County Council is the County Planning Authority and the local highway authority for the area in which the Property is situated by whom the obligations in Schedule 1 are enforceable
- (4) The County Council is the County Planning Authority and education authority for the area within which the Property is situated by whom the obligations contained in Schedule 3 are enforceable
- (5) The Owner on the 18th day of October Two thousand and twelve applied to the Council for planning permission for a mixed use development including 1040 residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2012/0942
- (6) The Council resolved on the 12th December 2013 that the application be approved by it under the Act of 1990 (as amended) subject to the Owners entering into this Planning Obligation Deed in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

1.1 In this Deed unless the context otherwise requires:

Affordable Housing

"Affordable Housing" means housing that is affordable to local persons who cannot afford to rent or buy accommodation generally available on the open market on readily available terms who have need of local housing

Affordable Rented Housing

"Affordable Rented Housing" means the Residential Unit constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as affordable rented housing where the lettings shall be made under a form of tenancy prescribed by the Homes and Communities Agency and at a rent equal to or less than the prevailing affordable rent (inclusive of applicable service charges) permitted by the Homes and Communities Agency which shall normally be 80% of the open market rental value (or the maximum amount of local housing allowance payable for the Dwelling if this is lower than the calculated 80% figure). The Affordable Rented Housing shall comprise not less than 156 units split as follows:

- 60% X 2 Bedroom housing
- 40% X 3 bedroom housing

Affordable Housing Unit

“Affordable Housing Unit” means each unit of Affordable Housing to be constructed on the property pursuant to the Planning Permission.

Application

“Application” means the application for Planning Permission submitted to the Council reference number 3/2012/0942 for mixed use development including residential use and associated amenities on the Property

Commencement of Development

“Commencement of Development” means the carrying out as part of the Development of a material operation (within the meaning ascribed in Section 56 of the Act) other than an operation in connection with:

- (a) site clearance;
- (b) demolition;
- (c) archaeological investigation;
- (d) advanced habitat creation;
- (e) investigation for the purposes of assessing contamination and minor or temporary general maintenance works or works of repair;
- (f) remedial action in respect of contamination;
- (g) diversion and provision of services and drainage;
- (h) the erection of means of enclosure for the purpose of site security and/or the display of advertisements;
- (i) tree works;
- (j) construction of temporary access.

Contractual Commitment

“Contractual Commitment” means a legally binding obligation under which the Council or County Council (as the case may be) is or will at some future date be obliged to expend money from a Commuted Sum

Development

“Development” means such development as may be authorised by the Planning Permission

Dispose

“Dispose” means in relation to the transfer of an interest in property the transfer of a freehold interest or of a leasehold interest of 99 years or more

Dwelling

"Dwelling" means any dwelling to be constructed on the Land pursuant to the Planning Permission

Education Acts

"Education Acts" has the meaning given in section 578 of the Education Act 1996

GBCI

means the BCIS General Building Cost Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the period in which the contribution (or any part of it) is paid

Implementation

"Implementation" means the carrying out of any of the material operations listed in Section 56 of the 1990 Act pursuant to the Planning Permission provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies (including geological, archaeological and ecological surveys and landscape assessments). Site investigations preparatory works including ground, modelling and contamination remediation works and "implement" and "implemented" shall be construed accordingly

Index

"Index" means the BCIS General Building Cost Index published by the Royal Institute of Chartered Surveyors (RICS) or any successor body (or such other index replacing the same)

Indexation Factor

"Indexation Factor" means the recalculation of a financial contribution to be made under this Deed applying the following formula:

$$A \times \frac{B}{C} = D$$

where:

A = the contributions payable under Schedules 1 or 3 of this Deed

B = the figure shown in the BCIS General Building Cost Index for the period immediately prior to the date of payment under this Deed.

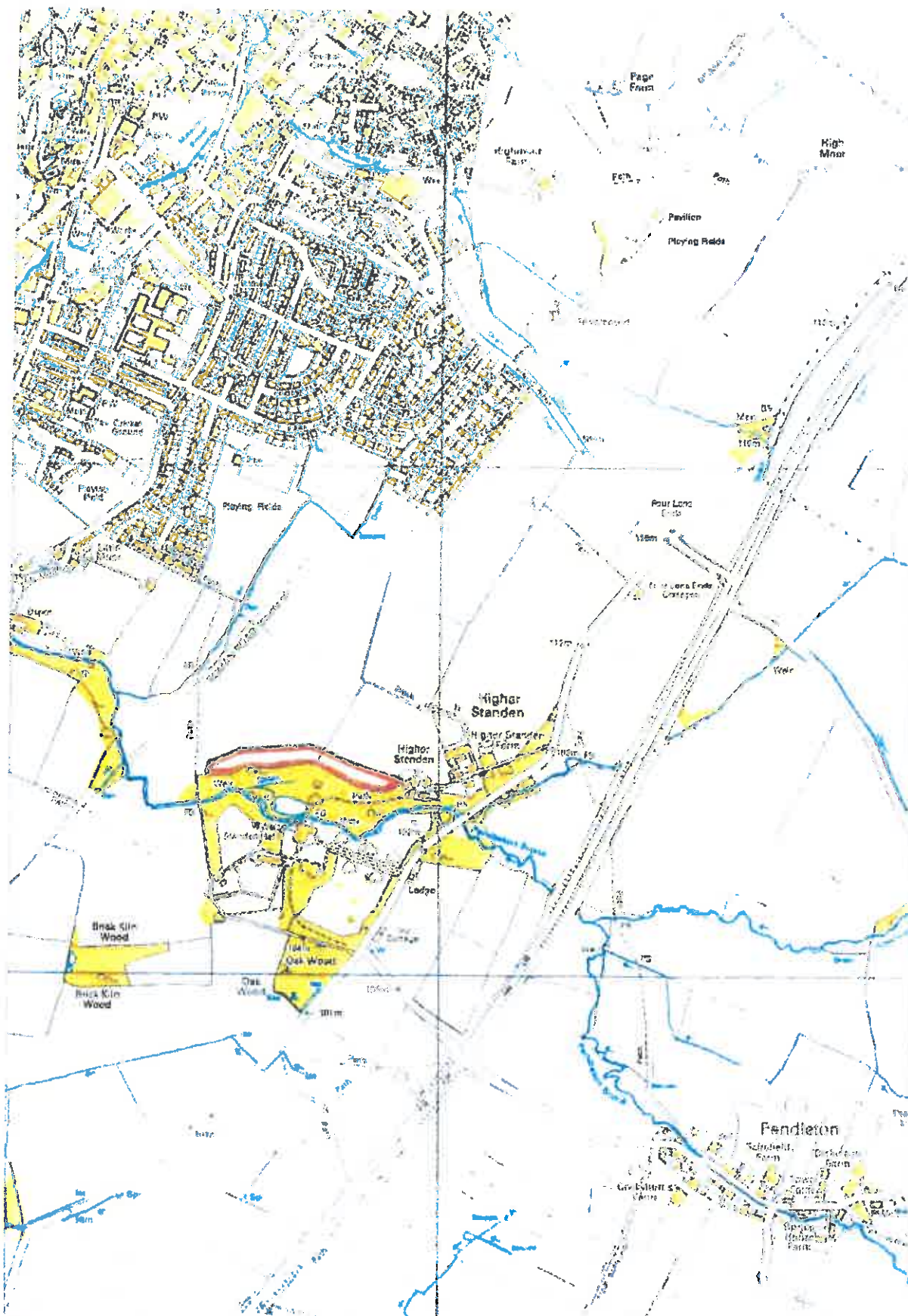
C = the figure shown in the BCIS General Building Cost Index for the period published before the date of this Deed and

D = the recalculated sum payable under this Deed.

Jubilee Wood

"Jubilee Wood" means the land shown edged red on the Plan numbered 2 attached hereto

Jubilee Wood, Higher Standen, Clitheroe.



Ordnance Survey © Crown Copyright 2011 All rights reserved
License number 100031495 Printed Scale 1:10000

Ingham and Yorke, Littlemoor Clitheroe - 01200 423655

Jubilee Wood Management Plan

"Jubilee Wood Management Plan" means the Management Plan to be agreed between the parties hereto

Land Trigger Event means either:

- a) The passing by the County Council of a resolution to establish a new primary school upon the Primary School Land; or
- b) The Secretary of State entering into academy arrangements for the establishment of a primary school upon the Primary School Land

Market Dwellings

"Market Dwellings" means Residential Units excluding any Affordable Housing Units

Occupation

"Occupation" shall have the same meaning as defined in the Local Government Finance Act 1988 but for the avoidance of doubt shall not include occupation for the purposes of works carried out prior to or during construction, fitting out, commissioning, advertising, marketing, security or management of land for parking

Plan

"Plan " means the Property location plan annexed hereto and any reference to a numbered plan is to the annexed plan so numbered.

Planning Permission

"Planning Permission" means the Planning Permission granted pursuant to the Application a draft of which is set out in Schedule 7.

Primary Cost Per Place

$£12,257 \times 0.9 \times GBCI/288.4$

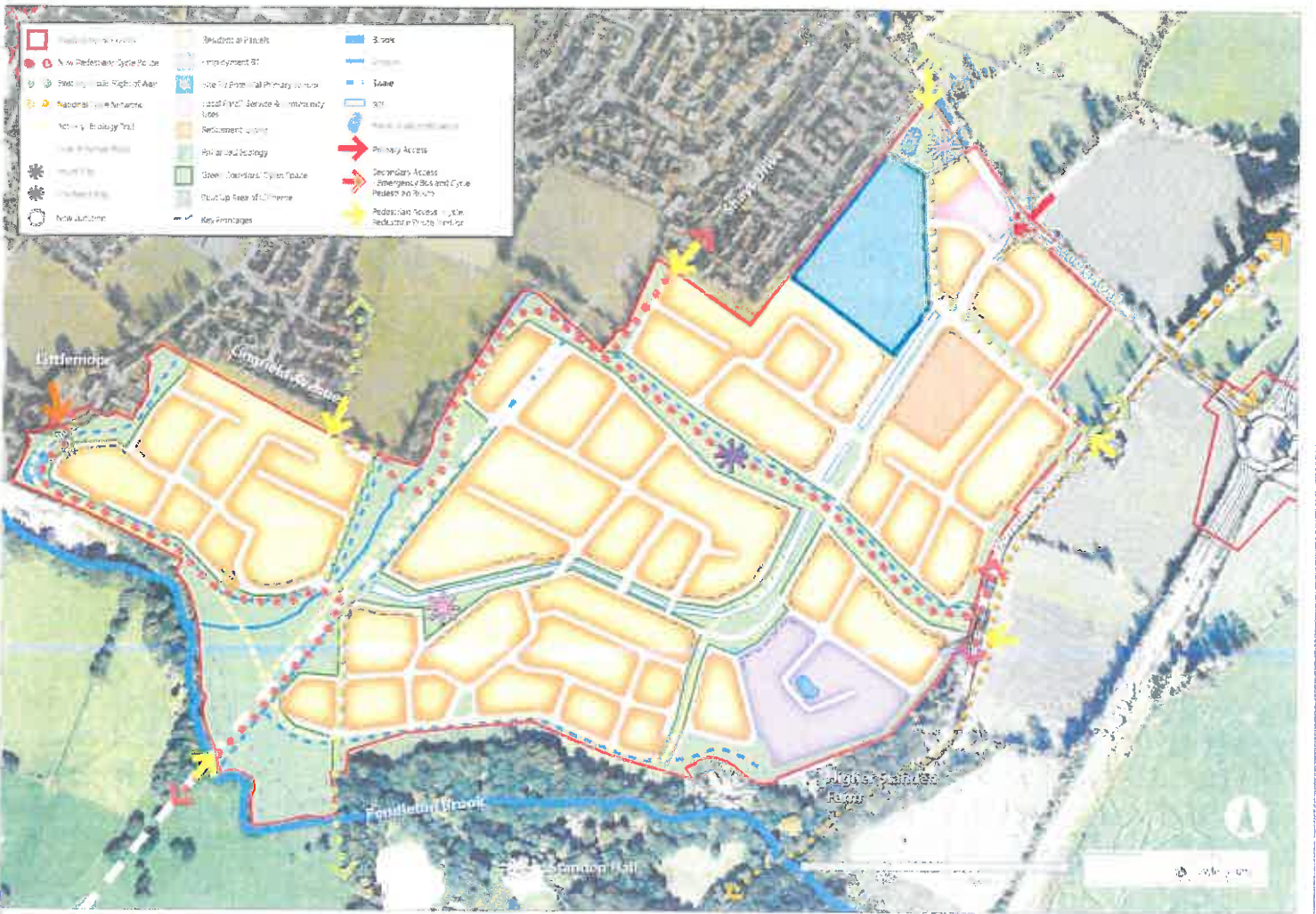
Primary Education Contribution

The sum equating to the number of Primary Pupil Places Required x Primary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places

Primary School Land

An area of land measuring up to a maximum of 1.9 hectares within that part of the Property edged blue on the Plan numbered 3 attached hereto.

Pupils Expected to be Resident



The sum of the number of Dwellings less elderly person units with a given number of bedrooms x corresponding Pupil Yield Figure for primary or secondary education (rounded to the nearest whole number)

Pupil Places Required

The number of primary or secondary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development

“Pupil Yield Figure” means

	Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling				
	one	two	three	four	five
<i>Primary</i>	0.01	0.07	0.16	0.38	0.44
<i>Secondary</i>	0	0.03	0.09	0.15	0.23

Registered Provider

“Registered Provider” means a housing association approved by the Council, such approval not to be unreasonably withheld, being a registered social landlord or other body recognised by the Homes and Communities Agency (which shall include any successor in title) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008.

Reservation Period

In respect of the Primary School Land 10 (ten) years from occupation of the 349th Residential Unit

Reserved Matters Consent

Means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Property which permits residential development and

specifies the number of Residential Units and number of bedrooms permitted on that part of the Property

Residential Unit

“Residential Unit” means any unit including house, flat or maisonette to be constructed on the Property pursuant to the Planning Permission primarily for the purpose of residential occupation

Scheme Development Standard

“Scheme Development Standard” means dwellings constructed in accordance with the 2010 Editions of the Building Regulations Approved Documents including an element for provision of renewable energy and to a specification to be agreed between the Registered Provider and the Owner.

Secondary Cost Per Place

Means $£18,489 \times 0.9 \times \text{GBCI}/288.4$

Secondary Education Contribution

The sum equating to the number of secondary Pupil Places Required x Secondary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places within three miles of the Property

Shared Ownership Housing

“Shared Ownership Housing” means the residential units constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as Shared Ownership Housing. Each occupier may acquire an interest in the Dwelling of between 25% and 80% and may staircase up to 100% of the Open Market Value of the Dwelling in increments at times of his/her election the balance of the equity in the Dwelling being let to the occupier at a rent equal to or less than that permitted by the Homes and Communities Agency. The Shared Ownership Housing shall comprise not less than 156 units split as follows:

- 60% X 2 Bedroom Housing
- 40% X 3 Bedroom Housing

Spare Places

The number of primary or secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Schedule 3 hereto

Sport and Leisure Contribution

“Sport and Leisure Contribution” means the sum of Eight Hundred Thousand Pounds (£800,000.00) to be applied towards the provision of additional and improved sport and leisure facilities in Clitheroe to serve the Development

Transport Contribution

“Transport Contribution” means the sum of One Million and Seven Hundred Thousand Pounds (£1,700,000.00) increased by the Indexation Factor from the date hereof until the date of payment being the agreed contribution by way of a subsidy to the costs of providing a public bus service to serve the Development (the Bus Subsidy)

Travel Plan

“Travel Plan” means a minimum five year plan proposing actions arrangements and initiatives to manage and reduce the impact of private motorised travel associated with the Development on the transport network and encouraging a more sustainable means of travel to the Development and providing a programme of implementation of those actions arrangements and initiatives

Travel Plan Contribution

“Travel Plan Contribution” means the sum of Five Hundred Thousand Pounds (£500,000.00)

Interpretation

- 1.2 The headings in this Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Deed to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Deed
- 1.4 Where any part to this Deed comprises two or more persons any obligation on the part of that party contained or implied in this Deed shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons

- 1.5 A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force
- 1.6 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

2 Enforceability

- 2.1 This Deed is a Planning Obligation with the intent to bind the Property and the Owners and successors in title to observe and perform the covenants herein
- 2.2 The obligations of this Deed shall take effect on the implementation of the relevant part of the development pursuant to the Planning Permission
- 2.3 No persons shall be liable for a breach of covenant contained in this Deed after he shall have parted with his interest in the Property or the part in respect of which any liability has arisen which is the subject of a breach but without prejudice to liability for any existing breach of covenant prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Property in any transfer of the Property will constitute an interest for the purposes of this clause 2.3.
- 2.4 This Deed shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale but shall be binding on a purchaser from a mortgage in possession
- 2.5 The provisions of this Deed are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owners) pursuant to the Contract (Rights of Third Parties) Act 1999

3 Expiry Modification Variation or Amendments of Planning Permission

- 3.1 If the Planning Permission shall expire before implementation of Development or shall at any time be revoked this Deed shall forthwith determine and cease to have effect
- 3.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed and this Deed shall not apply to development carried out under any planning permission other than the Planning Permission

4 Registration

This Deed is a Local Land Charge and shall be registered as such by the Council

5 Service of Notices

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Deed shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing

6 Reasonableness

Where any agreement, certificate, consent, permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Deed the same shall not be unreasonably withheld or delayed

7 Covenants

7.1 The Owners hereby covenant with the Council to perform the obligations as specified in paragraphs 1, 2, 4 and 6 of Schedule 1 and Schedule 2

7.2 The Owners hereby covenant with the County Council to perform the obligations as specified in paragraphs 1, 2, 3 and 5 of Schedule 1 and Schedule 3

7.3 The Council covenants with the Owners in the terms set out in Schedule 4

7.4 The County Council covenants with the Owners in the terms set out in Schedule 6

8 Miscellaneous

8.1 Nothing in this Deed shall affect, bind or be enforceable against any individual person in respect of any completed Residential Unit and its curtilage acquired or leased by them for residential occupation on the Property

8.2 Nothing in this Deed is intended to restrict the exercise by the Council or County Council of any of their powers

8.3 If any provision in this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions hereof shall not in any way be deemed thereby to be affected or impaired

- 8.4 This Deed is a Deed and is enforceable by the Council and the County Council in relation to the obligations respectively entered into with each of them.
- 8.5 The Council and the County Council will upon written request of the Owner at any time after the obligations of the Owners under this Deed have been fulfilled issue written confirmation thereof
- 8.6 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Deed shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing Deed between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force
- 8.7 The Owners shall pay the Council's legal fees incurred in relation to this Deed the sum of £330 (three hundred and thirty pounds) and the County Council's legal fees of £250 (two hundred and fifty pounds).

9 Limitation of Trustees Liability

- 9.1 The First Owner has entered into this Deed solely in its capacity as trustees of the Higher Standen Farm Trust Settlement ("the Trust") and accordingly the parties hereby agree the liability of the First Owner is not a personal liability on their part and the liability of the First Owner shall be limited to the value of the assets of the Settlement vested in the First Owner from time to time and the First Owner or anyone of them shall have no such liability after he ceases to be trustee of the Settlement.
- 9.2 The Second Owner has entered into this Deed solely in its capacity as trustees of the JER Aspinall Settlement ("the Settlement") and accordingly the parties hereby agree the liability of the Second Owner is not a personal liability on their part and the liability of the Second Owner shall be limited to the value of the assets of the Settlement vested in the Second Owner from time to time and the Second Owner or anyone of them shall have no such liability after he ceases to be trustee of the Settlement.

SCHEDULE 1
Owners' obligations

1. **Notice of Commencement**
To give written notice to the Council (via the Nominated Officer) and the County Council within 15 Working Days of the Commencement of Development confirming that the Development has begun and to provide the Phase Commencement Notice within 15 Working Days of commencement of each Phase
2. **Notice of Occupations**
Within 15 Working Days of each date to give written notice to the Council (via the Nominated Officer) and the County Council of the following:
 - 2.1 the completion of the first Affordable Unit
 - 2.2 the date of First Occupation of a Dwelling
 - 2.3 the date of each other Occupation that triggers a payment or other obligation or which is otherwise referred to under the terms of this Agreement
3. **Transportation**
 - 3.1 To pay in accordance with paragraph 3.2 below the Transport Contribution to fund the provision of bus services for the benefit of occupiers of properties on the Development, such payments to be made direct to the County Council.
 - 3.2 The Transport Contribution shall be paid by twenty equal annual instalments the first such instalment commencing on the occupation of the 75th Dwelling, and then on each subsequent anniversary of such date until payment of the whole of the Transport Contribution.
4. **Jubilee Wood**
To procure, provide and maintain the management and maintenance of Jubilee Wood in accordance with the provisions contained in the Jubilee Wood Management Plan
4. **Travel Plan Contribution**
To pay to the County Council a Travel Plan Contribution by annual instalments of £25,000.00 for a period of 20 years commencing on the Occupation of the first Dwelling
5. **Sport and Leisure Contribution**
To pay to the Council the Sport and Leisure Contribution by two equal instalments of £400,000.00 each the first such payment to be made upon the occupation of the 300th Dwelling and the second such payment to be made upon the occupation of the 500th Dwelling

SCHEDULE 2

The Owner covenants with the Council as follows:

1. Affordable Housing

1.1 The Owners covenant with the Council that not less than 312 (or thirty per cent) of the Residential Units to be constructed on the Property pursuant to the Planning Permission shall be Affordable Housing Units

1.2 The Owners covenant with the Council that the Affordable Housing Units shall be made available as 156 Affordable Rented Housing units and 156 Shared Ownership Housing units (or such other type or mix of tenure as the Council may approve in writing)

1.3 To construct the Affordable Housing in accordance with the approved planning permission and the Scheme Development Standards and to provide satisfactory evidence of the same to the Council

1.4 That not more than 25% of the Market Dwellings (182) shall be occupied until the Owners have entered into a binding Contract with the Registered Provider for the transfer of the completed Affordable Housing Units and no more than 50% of the Market Dwellings (364) shall be occupied before the Affordable Housing Units are completed.

1.5 Affordable Rent Housing Units

1.5.1 that the Affordable Rent Units be available for rent

1.5.2 that on completion of the Affordable Rent Housing Units they will be allocated by 100% nomination arrangements or first let to approved persons nominated by the Council in accordance with the Council's allocations policy

1.5.3 that subsequent lets will be on a 50% nomination arrangement to approved persons by the Registered Provider

1.5.4 that rents to be charged on the Affordable Rents Housing Units will be in accordance with the Governments Guidance on Affordable rent as issued by the Homes and Communities Agency which governs the rents to be charged by all social landlords whether they be registered providers or local authorities

1.6 Shared Ownership Affordable Housing Units

1.6.1 that on completion of the Affordable Housing Units (for Shared Ownership) or as soon as possible thereafter the Registered Provider shall dispose of the Affordable Units intended for Shared Ownership

(a) at Open Market Value on a Shared Ownership basis with the rental element being discounted by the Registered Provider

- (b) to an Approved person who shall purchase the Affordable Housing Unit for occupation by the Approved person and in accordance with the requirements of this Deed
 - (c) in consultation with the Council and having first obtained the Council's consent to the Disposal to the Approved person
- 1.6.3 the approved person shall be allowed to purchase additional shares in increments of no less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Affordable Unit in compliance with the requirements of this Deed
- 1.6.4 The provisions of paragraphs 1.5 to 1.6.4 of this Schedule 2 shall not be binding on a mortgagee in possession of the whole or any part of the Affordable Housing Units but shall be binding on a purchaser from such mortgage in possession
- 1.7 That each and every Affordable Housing Unit shall not be occupied or purchased by any person except an Approved Person who shall be approved in writing by the Council
- 1.8 Approved Persons for the purposes of the Affordable Housing Scheme and in order of priority are detailed below:
- First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either
 - a) currently living in the Borough of Ribble Valley for more than 10 years or
 - b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or
 - c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or
 - d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
 - e) Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley

continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.

- f) Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough
- g) Non first time buyers who can meet one of the qualification provisions set out in paragraphs a -g above

1.9 Not less than seventy eight (78) Affordable Housing Units shall be built to Lifetime Homes Design Standards and shall be occupied by persons of fifty five (55) years of age or older

2 Market Dwellings

Not less than 78 dwellings comprised within the Market Dwellings shall:-

- 2.1 be built where appropriate to standards compatible with those published in the Lifetime Homes Design Guide (2011)
- 2.2 to impose a condition of sale by way of restrictive covenant on the title that these 78 dwellings shall be occupied by persons of fifty five (55) years of age or older and provide evidence of this to the Council

3 Disposals by mortgagee

Any Mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:

- (a) in the event that the Council responds within 1 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Mortgagee shall co-operate with such arrangements and use all reasonable endeavours to secure such transfer
- (b) if the Council does not serve its response to the notice served under paragraph 3.(a) within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1 of this Schedule 2

- (c) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 3.(a) secure such transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 3.(a) the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1 of this Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 3 shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Mortgagee in respect of moneys outstanding under the charge or mortgage

4 Marketing by Registered Provider

In marketing each Affordable Housing Unit the Registered Provider shall, for a period of six months from the said Affordable Housing Unit becoming vacant, use all reasonable endeavours to identify a tenant or purchaser (as the case may be) being a person who meets the definition of Approved Person in this Deed but if at the end of the period of six months in which an Affordable Housing Unit has been marketed no Approved Person has been identified then the Registered Provider may dispose of the Affordable Housing Unit to a person who is not an Approved Person.

SCHEDULE 3

The Owner hereby Covenants with the County Council as follows:

1. Primary School Land

- 1.1 The Owner shall not cause or permit the Occupation of more than 50 Residential Units until the Owner and the County Council have confirmed and agreed in writing the precise location and boundaries of the 1.09 hectares of Primary School Land.
- 1.2 Subject to the provisions of paragraphs 1.3 to 1.11 of this Schedule from the date the precise location and boundaries of the Primary School Land is confirmed and agreed pursuant to paragraph 1.1 of this Schedule above the Primary School Land shall be reserved and held by the Owner for the Reservation Period solely for the construction and operation of a Primary School and for no other purpose.
- 1.3 Subject to sub-paragraphs 1.4 to 1.8 of this Schedule, if during the Reservation Period the County Council:
- 1.3.1 serves a written notice and evidence (in the form of either a copy of the County Council's resolution or confirmation from the Secretary of State that Academy Arrangements have been entered into (as the context requires)) upon the Owner which confirms that a Land Trigger Event has occurred; and
 - 1.3.2 delivers to the Owner a draft transfer of the freehold to the Primary School Land completed by the County Council and containing the matters set out in paragraph 1.4 of this Schedule (below)
- then the Owner shall complete the freehold transfer of the Primary School Land to the County Council within 3 months of being served with such documents.
- 1.4 Any transfer of the Primary School Land to the County Council pursuant to sub-paragraph 1.3 of this Schedule shall:
- 1.4.1 provide that the consideration payable by the County Council to the Owner for the Primary School Land shall be £1;
 - 1.4.2 ensure that the Primary School Land or any part of it shall be transferred to the County Council with highways and service ducts

constructed to an adoptable standard up to the boundary of the site and free from contamination (other than any naturally occurring), occurring after the date hereof, or other development constraints relating to restrictive covenants (other than as provided in paragraph 1.4.5 of this Schedule).

- 1.4.3 ensure that the Primary School Land or any part of it shall be transferred to the County Council free from any mortgage, charge, lien or any other encumbrances.
 - 1.4.4 grant the transferee rights to use the roads, services and service media constructed up to the boundary of the Primary School Land pending their adoption or being taken over by the relevant authority utility company or service provider so as to be reasonably sufficient and readily available to serve the Primary School Land for its intended purpose;
 - 1.4.5 impose a covenant upon the Primary School Land to bind the same into whatsoever hands the same may come to the effect that the Primary School Land and any part thereof shall be used solely for the purpose of a Primary School;
- 1.5 In the event that the County Council confirms to the Owner in writing at any time from the date of this Deed that the County Council no longer wishes to establish a Primary School upon the Primary School Land then all of the obligations and restrictions upon the Owner and the Primary School Land contained in this, paragraph 1 of Schedule 3 shall cease and determine forthwith.
- 1.6 In the event that:
- 1.6.1 the Reservation Period has expired; and
 - 1.6.2 the County Council has not served written notice upon the Owner in accordance with paragraph 1.3 of this Schedule above
- then the obligations and restrictions upon the Owner and the Primary School Land contained in this Schedule shall cease and determine forthwith.
- 1.7 In the event that:
- 1.7.1 the Primary School Land has been transferred to the County Council by the Owner in accordance with this Schedule; and

1.7.2 the County Council has failed to let a contract for the construction of the Primary School within seven years of the date of such transfer then paragraph 1.8 of this Schedule shall apply.

1.8 Where this paragraph 1.8 applies then the Owner may at any time serve upon the County Council a written notice:

1.8.1 stating that this paragraph 1.8 of this Schedule applies; and

1.8.2 requiring the County Council to transfer the Primary School Land back to the original transferor upon the terms that:

(a) the consideration payable by the original transferor shall be the same which was payable to the original transferor by the County Council pursuant to the original transfer pursuant to paragraph 1.3 of this Schedule; and

(b) the Primary School Land shall be transferred back to the original transferor in the same condition as it was transferred to the County Council pursuant to paragraph 1.3 of this Schedule.

1.9 The County Council shall complete the freehold transfer of the Primary School Land to the original transferor upon the terms set out in sub-paragraphs 1.8.2(a) and 1.8.2(b) of this Schedule (above) within 3 months of being served with written notice by the Owner in accordance with paragraph 1.8 of this Schedule and for the avoidance of doubt upon completion of such transfer the Primary School Land shall be released from all restrictions and obligations contained in this Deed.

2. Education Contribution

Within 20 working days following the grant of a Reserved Matters Consent to notify the County Council that a **Reserved** Matters Consent has been granted and request that the County Council calculates the Primary Education Contribution and the Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed

3. Calculation of the Education Contribution

3.1 The calculation of the Primary Education Contribution and the Secondary Education Contribution generally and of the Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Methodology (attached at Schedule 5 to this Deed)

- 3.2 The County Council's pupils projections that are current at the time of the calculation shall be used
- 3.3 For the avoidance of doubt, if the County Council's calculations show that the number of primary or secondary school places available is expected to exceed the calculated pupil yield from the Development then no Primary Education Contribution or Secondary Education Contribution (as the case may be) shall be payable

4 Education Contribution Triggers

4.1 Primary Education Contribution

- 4.1.1 Not to occupy nor permit the occupation of the 99th Residential Unit until 15% of the Primary Education Contribution has been paid to the County Council.
- 4.1.2 Not to occupy nor permit the occupation of the 349th Residential Unit until a further 20% of the Primary Education Contribution has been paid to the County Council.
- 4.1.3 Not to occupy nor permit the occupation of the 550th Residential Unit until a further 20% of the Primary Education Contribution has been paid to the County Council
- 4.1.4 Not to occupy or permit the occupation of the 700th Residential Unit until a further 30% of the Primary Education Contribution has been paid to the County Council
- 4.1.5 Not to occupy or permit the occupation of the 840th Residential Unit until the final 15% of the Primary Education Contribution has been paid to the County Council

4.2 Secondary Education Contribution

- 4.2.1 Not to occupy or permit the occupation of the 275th Residential Unit until 15% of the Secondary Education Contribution has been paid to the County Council
- 4.2.2 Not to occupy or permit the occupation of the 650th Residential Unit until a further 35% of the Secondary Education Contribution has been paid to the County Council
- 4.2.3 Not to occupy or permit the occupation of the 790th Residential Unit until a further 30% of the Secondary Education Contribution has been paid to the County Council

4.2.4 Not to occupy or permit the occupation of the 929th Residential Unit until the final 20% of the Secondary Education Contribution has been paid to the County Council

5. Notification

5.1 To notify the County Council at the address shown in this Deed within 10 working days of the above trigger points in clause 4 to this Schedule 3 having been reached.

6. PROVIDED THAT

6.1 The County Council shall not use the Primary Education Contribution nor the Secondary Education Contribution other than for the purpose of a contribution towards the costs of the provision where possible within 3 miles distance of and reasonably accessible from the Development of primary and secondary school education provision for children living on the Development leading to an increase in the admission number of the school(s) where such provision is made.

6.2 The County Council shall hold the Primary Education Contribution and the Secondary Education Contribution in an interest bearing account pending use for the purpose set out in paragraph 6.1 above.

6.3 If on the day 5 years after the day on which the last payment from the Owner under this deed was received the sum or any part of the sum paid or of the interest earned on it has not been used by the County Council in accordance with paragraph 6.1 of this Schedule, the County Council shall return the unspent portion to the party who made such payment together with any interest earned on it.

6.4 Upon request, the County Council shall provide to the Owner reasonable evidence as to the expenditure of the sums paid by the Owner under this Deed.

7. The Education Contribution has been calculated on the basis that the Development will ultimately be required to fund a short fall of primary school places. If at the date upon which the Development commences or at the date upon which any instalment of the Education Contribution becomes due for payment the data relating to child yield and/or available local primary school places or the County Council's cost multiplier for the calculation of such contributions shall have been revised by the County Council so that a lesser

or greater number of primary school places are required to be provided for the Development or so that the contribution to the cost of such provision is revised accordingly then the Education Contribution shall be revised accordingly

SCHEDULE 4
Covenants by the Council

1. **Sport and Leisure Contribution**
- 1.1 To pay the Sport and Leisure Contribution into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 1.2 Not to use any part of the Sport and Leisure Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 1.3 In the event that the Sport and Leisure Contribution has not been spent or committed for expenditure by the Council within 5 years following the date of receipt of either instalment of the Sport and Leisure Contribution the Council shall refund to the Owners any part of the Sport and Leisure Contribution which has not been spent or committed for expenditure, together with any accrued interest.

SCHEDULE 5
COUNTY COUNCIL'S EDUCATION METHODOLOGY



**Planning Obligations in Lancashire
Methodology
Contributions towards education places-
Update December 2012**

Planning Obligations in Lancashire Policy

Contributions towards education places- updated October 2012

Background

- 1.1 This document sets out the Lancashire County Council methodology used for claiming education contributions against housing developments, which are projected to create a shortfall of places at schools within the local area of a development.
- 1.2 Education services for Lancashire are managed through Lancashire County Council (LCC) and the two unitary authorities of Blackpool and Blackburn with Darwen. For the purposes of this policy paper, the education services referred to are those covered by Lancashire County Council only.

These authorities have a statutory responsibility for the provision of sufficient school places for children residing in their areas.
- 1.3 The Department for Education specifies that 'statutory walking distance is two miles for children aged under eight, and three miles for children aged eight and over'. For this reason, (which is reflected in LCC's Home to School Transport Policy), LCC assesses primary schools within two miles and secondary schools within 3 miles of the development.
- 1.4 Current contextual information regarding Lancashire schools can be found within the current 'Strategy for the Provision of School Places and Schools' Capital'
- 1.5 This update to policy refers to the provision of mainstream school places only. It does not relate to the planning of special needs school provision, nor independent school provision.
- 1.6 Pressure for additional school places can be created by an increase in the birth rate, new housing developments, greater inward migration and parental choice of one school over another. If local schools are unable to meet this demand, a new development can have an adverse impact on the infrastructure of its local community.
- 1.7 R122 of the Community Infrastructure Levy (CIL) Regulations 2010 imposes a limitation on the use of planning obligations and provides that a planning obligation may only constitute a reason for granting planning permission if the obligation is:
 - necessary to make the development acceptable in planning terms;
 - directly related to the development; and
 - fairly and reasonably related in scale and kind to the development

In addition, the R123 (3) of the CIL regulations 2010 scales back the way planning obligations operate. Limitations are also placed on the use of planning obligations in the following respects:

- Ensuring the local use of the levy and planning obligations does not overlap; and
- Limiting pooled contributions from planning obligations towards infrastructure which may be funded by the levy

1.8 Where LCC assess that a proposed development will create a full or partial shortfall of places in primary or secondary schools, a contribution will be sought from the developer, assessed in accordance with the methodology below.

1.9 Quality education provision is at the heart of sustainable communities and therefore should be a fundamental aspect of all new housing developments. Where new housing development creates a demand for school places in excess of those available, the local authority will expect district councils to work with LCC in seeking a financial contribution from the developers that is proportionate to impact in order to mitigate against the effect of any new development on local infrastructure. It is critical that developers make a financial contribution to school places as, without one, the local authority will be unable to ensure school places are accessible and this is likely to impact on the children and families that come to settle in new developments.

Methodology for assessing contributions

2.1 Planning Obligations will be sought for education places where Lancashire primary schools within 2 miles and/or Lancashire secondary schools within 3 miles of the development are;

- Already over-subscribed, or
- Projected to become over-subscribed within 5 years

2.2 Where a development will result in schools within its radius area becoming oversubscribed, LCC will seek contributions from the developer to pay towards the associated capital costs of providing the additional school places. This will be calculated in accordance with the methodology at 3.2

2.3 Whilst LCC seeks to provide additional places in existing schools wherever possible (to maintain stability in the existing school system, provide places in a timely fashion and to achieve best value for money), it may not always be feasible to expand one or more existing school. In such circumstances, a new school may be required to address the shortfall of places.

- 2.4 If a large new housing development (over 150 houses) is proposed, it may not be feasible to expand one or more existing schools. In such cases, LCC will undertake an initial assessment on whether a site may be required, taking into account the existing provision in the area.
- Because the significant enlargement of an existing school or the establishment of a new school both require the authority to consult interested parties before making any decision, under the School Organisation (Prescribed Alterations to Maintained Schools) (England) Regulations 2007 (as amended by The School Organisation and Governance (Amendment) (England) Regulations 2007 which came into force on 21 January 2008 and the School Organisation and Governance (Amendment)(England) Regulations 2009 which came into force on 1 September 2009), we cannot predetermine where the education contribution provided by a developer will be used to provide additional places at the time of planning application. Wherever possible, an education contribution will be used within 3 miles of the development.
- 2.5 Section 14 of the education act 1996 dictates that Lancashire County Council's statutory obligation is to ensure that every child living in Lancashire is able to access a mainstream school place in Lancashire. Some children have Special Educational Needs for which they access school provision outside of Lancashire.
- 2.6 Where there are a number of developments within an area yielding an education contribution, LCC may decide to pool contributions to provide places, where this accords with regulation 123 (3) of the Community Infrastructure Levy Regulations 2010.
- 2.7 If the development is large enough to justify the possibility of a new school, the developer may be asked to contribute a suitable school site as part of the development. The size of this site would be determined in accordance with DfE guidance.
- 2.8 Where a number of small developments are expected to come forward in an area with an aggregated requirement for a new school, LCC would expect the district planning authority to assist in the negotiations to secure a school site.

Calculation

3.1 Exemptions

Contributions are not sought in respect of:

- Sheltered accommodation
- Student accommodation

3.2 Contributions

Contributions will be assessed as follows:

- The schools within the radius of the development are determined. (Within 2 miles for primary and 3 miles for secondary schools)
- An assessment is undertaken, using:
- The number on roll;
- The latest net capacity of the schools; and
- The latest pupil projections

These projections take into account current numbers on roll, live births, inward/ outward migration to and from schools based upon recent patterns of attendance and planned housing contained within the district 5 year Housing Land Supply Documentation.

If a shortfall is identified at this point, the contribution sought would be for the full potential pupil yield of the development.

Should there be sufficient places at this stage or only a partial shortfall of places identified, LCC will need to consider approved housing developments (outside of the 5 year Housing Land Supply) which will impact upon one or more of the schools in the catchment of the assessed development before reaching a conclusion on the expected number of surplus places.

Once a shortfall has been identified, a contribution will be calculated in accordance with the following:

Yield

The analysis on which this yield is based on includes a cross section of Lancashire conurbations taking into account mix of rural, urban and city locations. The sample used takes into account a range of large developments and individual dwellings.

No of Bedrooms	Yield per development - Primary	Yield per development - Secondary
1	0.01	0.00
2	0.07	0.03
3	0.16	0.09
4	0.38	0.15
5	0.44	0.23

Primary Schools

£ per place: £12,257 DFE Cost multiplier

Adjustments: 0.9 (DFE location factor for Lancashire)

BCIS inflation indices to reflect the cost multiplier's last update was in 2008. This will be updated in accordance with BCIS General Building Cost Index.

Secondary Schools:

£ per place: £18,469 DFE Cost multiplier

Adjustments: 0.9 (DFE location factor for Lancashire)

BCIS inflation indices to reflect the fact that the DFE cost multiplier's last update was in Q4 of 2008. This will be updated in accordance with BCIS General Building Cost Index.

Formula Applied

Primary places:

$(£12,257 \times 0.9) \times \text{BCIS General Buildings Cost Index (304.20 April 2011 / 288.4 Q4 2008 = 1.054785)}$

= £11,635.65 per place

$£11,635.65 \times \text{*** places} = \text{£*****}$

Secondary places:

$(£18,469 \times 0.9) \times \text{BCIS General Buildings Cost Index (304.20 April 2011 / 288.4 Q4 2008 = 1.054785)}$

= £17,532.74 per place

$£17,532.74 \times \text{*** places} = \text{£*****}$

- 3.3 In order to accurately determine to correct level of contribution required, Lancashire County Council will need to be provided with the bedroom information for the proposed development. If this is not available at the time of assessment, Lancashire County Council will apply the yield attributed to 4 bedroom developments until the relevant bedroom information is provided.
- 3.4 If a developer does not agree to payment of the requested education contribution or the district planning authority does not pursue LCC's request on its behalf, LCC cannot guarantee that children yielded by the development will be able to access a school place within reasonable distance from their home.
- 3.5 LCC reserves the right to reassess the school place position in respect of a development in accordance with this methodology paper, to take into account changing circumstances up to the point where a planning application is approved.
- 3.6 Frequently Asked Questions in relation to Planning Obligations for education places can be found on the Planning Obligations web page.
- 3.7 Due to the significant increase in the number of planning applications received and the prescribed timescale for responses and in order that we are able to respond to planning applications in a timely fashion, we are unable to treat pre-applications as a priority.
- 3.8 Requests for information subsequent to the submission of an education request must be provided in writing to schools.planning@lancashire.gov.uk and will endeavour to reply to within 10 working days.

SCHEDULE 6
Covenants by the County Council

1. The **Transport Contribution** sums paid to the County Council shall be used solely for the purpose of the Bus Subsidy and for no other purpose
2. In the event that the Transport Contribution shall not have been expended in any year (to be calculated from the date that the Transport Contribution is paid to the County Council) the Transport Contribution for such year or the balance thereof (if any) together with all interest accrued upon such balance (if any) as may have arisen thereon shall be carried forward and applied as a Bus Subsidy for the following year and the amount of the Bus Subsidy payable for such following year shall be reduced accordingly
3. In the event that the Transport Contribution shall not have been expended (in whole or in part) by the County Council in accordance with the provisions of this Agreement on the twentieth anniversary of the date when it first becomes payable then the Transport Contribution or the balance thereof (if any) together with all interest accrued upon such balance (if any) shall be promptly repaid to the Owner.

SCHEDULE 7
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Development Department

Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

OUTLINE PLANNING PERMISSION

APPLICATION NO: 3/2012/0942

DECISION DATE: DRAFT

DATE RECEIVED: 18/10/2012

APPLICANT:

The Trustees of the Standen Estate
c/o Ingham and Yorke
Littlemoor
Clitheroe
BB7 1HG

AGENT:

Steven Abbott Associates
Broadsword House
2 Stonecrop
North Quarry Business Park
Appley Bridge
Wigan
Lancashire
WN6 9DL

PARTICULARS OF DEVELOPMENT:

1040 residential dwellings comprising: 728 market homes, 312 affordable homes, 156 of the total (1040) would be for elderly people (ie over 50 years of age) of which 78 would be affordable, 0.8ha to be reserved for retirement living within the total of 1040 homes, 0.5ha for local retail service and community facilities (Classes A1 to A4, B1 and D1), 2.25 ha for employment (Class B1) accommodating up to a maximum gross floorspace of 5,575m², 2.1 ha of land for a primary school site, public open space including green corridors and areas for tree planting and landscaping, an improved (roundabout) junction between Pendle Road the A59, new vehicular, pedestrian and cycle accesses onto Pendle Road and Littlemoor, new pedestrian and cycle accesses onto Worston Old Road, New pedestrian and cycle access from the end of Shays Drive, Roads, sewers, footpaths, cycleways, services and infrastructure including: A sustainable urban drainage system,; New services such as gas, electricity, water and telecommunications

AT: Land at Higher Standen Farm and Part Littlemoor Farm, Clitheroe

Ribble Valley Borough Council hereby give notice in pursuance of provisions of the Town and Country Planning Act 1990 that **outline planning permission has been granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following conditions:

Details

1. The development hereby permitted shall not be carried out except in substantial accordance with the principles and parameters described and identified in the Design and Access Statement dated October 2012 and Parameters Plan drawing number SP(90)14D.

REASON: For the avoidance of doubt to define the scope of the permission.

2. The following drawings are authorised by this planning permission:
Site Boundary Application Plan Drawing SP(90)15D
Parameters Plan Drawing SP(90)14D

REASON: For the avoidance of doubt to clarify which are the relevant plans.

Phasing

3. Prior to the submission of any reserved matters application, a phasing plan including the parcels which shall be the subject of separate reserved matters applications shall be submitted to and approved in writing by the Local Planning Authority. The phasing plan shall include details of the maximum number of dwellings other land use types and other supporting infrastructure developments (within and external to the site) to be implemented in each phase of development. The development shall be carried out in accordance with the approved phasing plan.

REASON: To ensure the satisfactory phasing of the development and to ensure that the development, including affordable housing, open space, employment and community uses is delivered with supporting infrastructure in a co-ordinated, planned way.

Design Codes

4. Prior to the submission of the first reserved matters application for each phase, a detailed Design Code for that phase shall have been submitted to and approved in writing by the Local Planning Authority. The detailed Design Code shall demonstrate how the objectives of the Design and Access Statement will be met, including the Character Areas, Landscape Framework and Building in Context principles set out in Appendix 1 thereto, and shall take account of the drawings referred to in Condition 2 above. The development hereby permitted shall be carried out in accordance with the approved Design Code. The Design Code shall include the following:

- a) principles for determining quality, colour and texture of external materials and facing finishes for roofing and walls of buildings and structures including opportunities for using locally sourced and recycled construction materials;
- b) accessibility to buildings and public spaces for the disabled and physically impaired;
- c) sustainable design and construction, in order to achieve a minimum Code for Sustainable Homes Level 3 (or other such equivalent sustainability standard as may be agreed in writing by the Local Planning Authority) for residential buildings and a 'very good' Building Research Establishment Environmental Assessment Method (BREEAM) rating for non-residential buildings, maximising passive solar gains, natural ventilation, water efficiency measures and the potential for home composting and food production;
- d) measures which show how energy efficiency is being addressed to reflect policy and climate change, and show the on-site measures to be taken to produce at least 10% of the total energy requirements of the development hereby permitted by means of renewable energy sources;
- e) built-form strategies to include architectural principles, lifetime homes standards, character areas, density and massing, street grain and permeability, street enclosure and active frontages, type and form of buildings including relationship to plot and landmarks and vistas;
- f) principles for hard and soft landscaping including the inclusion of important trees and hedgerows;
- g) structures (including street lighting, floodlighting and boundary treatments for commercial premises, street furniture and play equipment);
- h) design of the public realm, including layout and design of squares, areas of public open space, areas for play and boundary treatments;
- i) open space needs including sustainable urban drainage;
- j) conservation of flora and fauna interests;

-
- k) provision to be made for art;
 - l) a strategy for a hierarchy of streets and spaces;
 - m) alignment, width, and surface materials (quality, colour and texture) proposed for all footways, cycleways, bridleways, roads and vehicular accesses to and within the site (where relevant) and individual properties;
 - n) on-street and off-street residential and commercial vehicular parking and/or loading areas;
 - o) cycle parking and storage;
 - p) means to discourage casual parking and to encourage parking only in designated spaces;
 - q) integration of strategic utility requirements, landscaping and highway design.

REASON: In order that a high standard of design is secured for the details to be submitted as part of the reserved matters as the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft– Post Submission Version (including proposed main changes).

5. No more than 1040 dwellings shall be constructed on the site pursuant to this planning permission.

REASON: The development was supported by an Environmental Statement which took account of the particulars of the application.

Reserved Matters and Implementation

6. Approval of the details of the access, layout, scale, design and external appearance of any part of the residential development within each phase of the development hereby permitted and the landscaping associated with it ('the residential reserved matters') shall be obtained in writing from the Local Planning Authority before that part of the residential development is commenced within that phase. The development shall not be carried out otherwise than in accordance with the approved details.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

7. Approval of the details of the access, layout, scale, design and external appearance of any part of the non-residential development within each phase of the development hereby permitted and the landscaping associated with it ('the non-residential reserved matters') shall be obtained in writing from the Local Planning Authority before that part of the non-residential development is commenced within that phase. The development shall not be carried out otherwise than in accordance with the approved details.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

8. Application for approval of the residential reserved matters and non-residential reserved matters in respect of Phase 1 of the development hereby permitted on the Pendle Road frontage (including the ancillary retail and community uses and access by any mode) shall be made to the Local Planning Authority before the

expiration of 2 years from the date of this permission.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

9. Phase 1 of the development hereby permitted shall be begun either before the expiration of 3 years from the date of this permission, or before the expiration of 1 year from the date of approval of the last of the residential reserved matters or the non-residential reserved matters (as the case may be) to be approved in respect of that phase, whichever is the later.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

10. Application for approval of the residential reserved matters and non-residential reserved matters in respect of each subsequent phase of the development hereby permitted shall be made to the Local Planning Authority before the expiration of 8 years from the date of this permission.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

11. Subsequent phases of the development hereby permitted shall be begun either before the expiration of 9 years from the date of this permission, or before the expiration of 1 year from the date of approval of the last of the residential reserved matters or the non-residential reserved matters (as the case may be) to be approved in respect of that phase, whichever is the later.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

12. Plans and particulars submitted pursuant to Conditions 6 and 7 above shall include the following details:
- a) the existing and proposed ground levels on the development site and on neighbouring land, and the slab levels of neighbouring buildings and proposed buildings;
 - b) any proposed access road(s) detailing the levels of the proposed roads including details of horizontal, vertical alignment and drainage (to an adoptable standard);
 - c) layout, specification (including drainage) to an adoptable standard and construction programme for (1) any internal roads not covered by (b) above, (2) footway and cycle way links to the existing built up area, footpaths and cycleways beyond the site, (3) vehicle parking, turning and loading/unloading areas within the site (including visibility splays), (4) secure and sheltered cycle facilities including cycle parking areas and storage facilities (5) access facilities for the disabled, (6) individual accesses, (7) car parking and (8) school drop off and pick up;
 - d) the positions, design, materials and type of boundary treatment (including all fences, walls and other means of enclosure) to be provided;

**TRIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0942

DECISION DATE: DRAFT

-
- e) details for all hard landscaped areas, footpaths and similar areas, including details of finished ground levels, all surfacing materials, and street furniture, signs, lighting, refuse storage units and other minor structures to be installed thereon;
 - f) contours for all landscaping areas, together with planting plans and schedules of plants, noting species, sizes and numbers/densities, details of all trees, bushes and hedges which are to be retained and a written specification for the landscape works (including a programme for implementation, cultivation and other operations associated with plant and grass establishment);
 - g) details of compliance with the principles set out in the Design Code as approved pursuant to Condition 4;
 - h) lighting to roads, footpaths and other public areas;
 - i) provision for buses so that they can circulate through each completed part or phase of the development and ultimately between Pendle Road and Littlemoor when all phases have been completed;
 - j) a Waste Minimisation Statement;
 - k) full details of water butts to serve each dwelling; and
 - l) a scheme for the provision of fire hydrants, to be served by mains water supply, and a timetable for their installation;
 - m) public open space play facilities
 - n) a heritage impact assessment

DRAFT

REASON: To ensure that the development integrates with the locality and In order that the Local Planning Authority shall be satisfied as to the details because the application was made for outline permission and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Parameters

13. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order and subsequent re-enactments and amendments with regard to permitted development rights for dwellings, no buildings (other than those ancillary outbuildings allowed by the above Order without an express consent) shall be erected within 15 metres of the boundaries of properties in the following streets: -
- Lingfield Avenue
 - Hillside Close
 - Shays Drive
 - Brett Close
 - Pagefield Crescent
 - Gills Croft

REASON: To reduce the impact on existing properties in the interests of residential amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

14. No buildings above 6 metres in height (1.5 storeys) shall be located within 21 metres of the boundaries of properties in the following streets: -

- Lingfield Avenue
- Hillside Close
- Shays Drive
- Brett Close
- Pagefield Crescent
- Gills Croft

REASON: To reduce the impact on existing properties in the interests of residential amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

15. The school building(s) hereby permitted shall not exceed 9 metres in height and shall be located a minimum of 21 metres from the rear boundary to properties in:

- Lingfield Avenue
- Hillside Close
- Shays Drive
- Brett Close
- Pagefield Crescent
- Gills Croft

REASON: To reduce the impact on existing properties in the interests of residential amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

16. None of the other non-residential buildings on the site (ie those not affected by the above condition) shall exceed 9 metres in height in respect of the retail and community buildings or 12m in height for the employment buildings.

REASON: To reduce the impact on visual amenity and in the interests of residential amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Commercial and Community Uses

17. The Ancillary Retail and Community buildings hereby permitted shall not exceed 1500m² gross floorspace in total.

REASON: The development was supported by an Environmental Statement, which took account of the particulars of the application

18. The Employment (Class B1) buildings hereby permitted shall not exceed 5575m² gross floorspace in total.

REASON: The development was supported by an Environmental Statement, which took account of the particulars of the application

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0942

DECISION DATE: DRAFT

19. The primary school hereby permitted shall not exceed 1285m² gross floorspace.

REASON: The development was supported by an Environmental Statement, which took account of the particulars of the application.

Heritage and Archaeology

20. A buffer of land shall be kept clear of any buildings or vehicular highways for a distance of 15 metres from the deer fence which marks the north boundary of the new woodland known as Jubilee Wood. For the avoidance of doubt, the surface water drainage system is not affected by this condition.

REASON: To reinforce the screening between the application site, Standen Hall, listed buildings in accordance with Policies G1 and ENV19 of the Ribble Valley Districtwide Local Plan, Key Statement EN5 and Policies DMG1 and DME4 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

21. Notwithstanding the Green Buffer Zone to the east of 1 – 15 (odd) Littlemoor and to the north of The Old Bothy shown on the Parameters Plan (IBI Taylor Young Drawing SP(90) 14D) submitted with the application, there shall be no buildings or vehicular highways for a distance of 10 metres and 20 metres respectively from the boundary of the application site which abuts those Buffer Zones. For the avoidance of doubt, the surface water drainage system is not affected by this condition.

REASON: To mitigate the impact of the development on the setting of no's 1 – 15 (odd) Littlemoor and The Old Bothy, a listed buildings in accordance with Policies G1 and ENV19 of the Ribble Valley Districtwide Local Plan, Key Statement EN5 and Policies DMG1 and DME4 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft– Post Submission Version (including proposed main changes).

22. Notwithstanding conditions 4, 20 and 21 above or those under the heading 'Landscaping' below (conditions 27-30) for the whole site, no development shall commence until full details of the planting of the buffer in condition 20 and buffer zones in condition 21 have been submitted to and approved by the Local Planning Authority in writing.

The details shall include:

- planting details (including species, numbers, planting distances/densities and plant sizes);
- within the planting details - express identification of all supplementary and compensatory planting of native trees and hedgerows which shall be over a greater area than any trees or hedges to be lost (as a minimum of ratio of 3:1);
- boundary treatments;
- a programme for the implementation of the landscaping works including all boundary treatments.

The development shall be implemented in accordance with the approved details. The planting thereby approved shall be implemented within the first planting season after the start date of the first phase or any part of the development.

REASON: To reinforce the screening between the application site and Standen Hall, a listed building and to mitigate the impact of the development on the setting of The Old Bothy, a listed building in accordance with Policies G1 and ENV19 of the Ribble Valley Districtwide Local Plan, Key Statement EN5 and Policies DMG1 and DME4 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

23. Any grassed areas, plants or trees forming part of the landscape works approved under Condition 22 above (for the avoidance of doubt, this includes retained trees and grassed areas) which within a period of 5 years from the completion of the approved landscaping scheme for that part of the site, die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season. Replacement trees and plants shall be of a similar size and species to those lost, unless the LPA gives written approval of any variation.

REASON: To ensure the effectiveness of screening between the application site and Standen Hall and The Old Bothy, listed buildings in accordance with Policies G1 and ENV19 of the Ribble Valley Districtwide Local Plan, Key Statement EN5 and Policies DMG1 and DME4 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

24. No works shall take place on the site until the applicant, or their agent or successors in title, has secured the implementation of a programme of archaeological investigation. This must be carried out in accordance with a written scheme of investigation, which shall first have been submitted to and agreed in writing by the Local Planning Authority.

REASON: To enable the appropriate archaeological recording, excavation and analysis of any surviving upstanding earthworks and buried below-ground archaeological remains of interest in accordance with Policies G1 and ENV14 of the Ribble Valley Districtwide Local Plan, Key Statement EN5 and Policy DME4 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

25. No works shall take place on the site until the applicant, or their agent or successors in title, has secured the implementation of a programme of building recording and analysis. This must be carried out in accordance with a written scheme of investigation, which shall first have been submitted to and agreed in writing by the Local Planning Authority.

REASON: To enable appropriate records to be made of the historic farm buildings at Higher Standen Farm in accordance with Policies G1 and ENV14 of the Ribble Valley Districtwide Local Plan, Key Statement EN5 and Policy DME4 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

26. No part or phase of the development hereby permitted shall begin until a scheme for screening the site during construction relating to such part or phase has been submitted and approved by the LPA in writing

REASON: To minimise the impact on heritage assets in accordance with Policies G1 and ENV19 of the Ribble Valley Districtwide Local Plan, Key Statement EN5 and Policies DMG1 and DME4 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Landscape and Open Space Strategy/Play Space

Landscaping

27. Notwithstanding the provision of Condition 4 above no development shall take place on any part or phase of the development until full details of both hard and soft landscaping works relating to such part or phase have been submitted to and approved by the LPA in writing.

These details shall include:

- planting details (including species, numbers, planting distances/densities and plant sizes);
- within the planting details - express identification of all supplementary and compensatory planting of native trees and hedgerows which shall be over a greater area than any trees or hedges to be lost (as a

minimum of ratio of 3:1);

- surfacing;
- street furniture;
- signage;
- boundary treatments;
- a programme for the implementation of the landscaping works including all boundary treatments.

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

REASON: To enhance the appearance of the development in the interests of the amenity of the area and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

28. All landscaping schemes approved (pursuant to conditions 6 & 7 of this permission) for each phase of development (as approved under condition 3 of this permission) shall be fully implemented in the first complete planting and seeding season following the occupation of the dwellings, or non-residential uses within that phase or the completion of the phase to which they relate, whichever is the sooner.

Any grassed areas, trees or plants (for the avoidance of doubt, this includes retained trees and grassed areas) which, within a period of five years from completion of the relevant development phase die, are removed or become seriously damaged or diseased shall be replaced in the next planting season. Replacement trees and plants shall be of a similar size and species to those lost, unless the LPA gives written approval of any variation.

REASON: In the interests of the amenity of the area and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft– Post Submission Version (including proposed main changes).

29. No more than one bridge shall cross the unnamed watercourse on the site.

REASON: To minimise the impact on local biodiversity to comply with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Play Space

30. Prior to commencement of development within a phase a Play Space Management Plan including long term design objectives, timing of the works, management responsibilities and maintenance schedules for the play areas within that phase, shall be submitted to and approved in writing by the Local Planning Authority. The Play Space Management Plan shall also provide precise details of all play equipment in that phase and its maintenance and indicate a timescale when the play spaces shall be provided and made available for use within that phase. The Play Space Management Plan shall be carried out in accordance with the details so approved.

REASON: In the interests of providing an appropriate environment for the end users of the development and to comply with Policies G1 and RT8 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMB4 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission

Draft – Post Submission Version (including proposed main changes).

Ecology and Biodiversity

31. No site clearance, site preparation or development work shall take place within a phase until a Long Term Landscape and Ecological Management Plan to include long term design objectives post completion management responsibilities and maintenance schedules for all landscaped/habitat areas (other than privately-owned domestic gardens) including any areas of public open space not covered by condition 30 and the buffer zones in conditions 20 and 21 such as grasslands, hedges, trees, swales, reed beds and other sustainable drainage features within that phase has been submitted to and approved in writing by the Local Planning Authority. The Long Term Landscape and Ecological Management Plan shall include (but not be limited to):

- monitoring of the establishment of all landscape planting and habitat planting;
- aftercare of all landscape planting and habitat enhancement in accordance with conservation and biodiversity objectives;
- monitoring and treatment of invasive species;
- monitoring of condition of and maintenance of footpaths to encourage use and avoid the creation of informal footpaths that may damage other habitats;
- monitoring and maintenance of bat and bird boxes;
- maintenance of SUDS; and
- appropriate timings of management work to ensure avoidance of bird nesting seasons etc.

The Long Term Landscape and Ecological Management Plan shall be informed by the details contained within Chapter 7 Volume 1 of the Environmental Statement (October 2012) lodged with the planning application prepared by Amec. The Long Term Landscape and Ecological Management Plan shall be carried out as approved.

REASON: To minimise the impact on ecology and the enhancement of ecology post development in accordance with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

32. No part or phase of the development shall begin until full details of the following have been submitted to and approved in writing by the Local Planning Authority:

- 1) A vegetated buffer zone no less than 8 metres wide between Pendleton Brook and any construction activities.
- 2) A vegetated zone no less than 5 metres wide between any other watercourse or ditch to be retained.

The width of the buffer zones shall be measured from the top of the banks of the watercourses and shall be kept free of structures, hard standings and fences and shall be planted with locally native plant species of UK generic provenance.

REASON: To protect local biodiversity to comply with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Core Strategy 2008 to 2028 A Local Plan

for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

33. No part of the zones referred to in condition 32 shall contain the curtilages to any buildings.

REASON: To maintain the character of the watercourses and provide undisturbed refuges for wildlife using the corridors thereby protecting local biodiversity to comply with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

34. No development shall commence on any part of a bridge over the unnamed watercourse on the site until full details have been submitted to and approved in writing by the Local Planning Authority. The crossing shall comprise a single clear span structure. The details shall demonstrate that the location of the structure would be sited as far away from Pendleton Brook as possible. In addition, the details shall demonstrate that the structure has been designed to be as narrow as possible.

REASON: To minimise the impact on local biodiversity to comply with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

35. No development shall take place within a phase until details of the provisions to be made for bat roosts on suitable trees, plots and buildings elevations within that phase and details of artificial bird (species) nesting sites/boxes on suitable trees, plots and buildings elevations within that phase have been submitted to and approved in writing by the Local Planning Authority. The approved works shall be implemented before the development in that phase is first brought into use.

REASON: In the interests of enhancing local biodiversity to comply with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Construction Environmental Management Scheme

36. No part or phase of the development shall begin until a Construction Environmental Management Scheme relating to such part or phase has been submitted to and approved in writing by the Local Planning Authority.

Where relevant, the Construction Environmental Management Scheme for each Phase shall contain (but not be limited to): -

- i. Tree and hedgerow protection measures in accordance with BS5837:2012;
- ii. Measures to be applied to protect nesting birds during tree felling/vegetation clearance works, or other works that may affect nesting birds (including buildings or other suitable breeding bird habitat which are to be removed as part of the proposals);
- iii. Watercourse and ditch protection measures including location and type of protective demarcation fencing along Pendleton Brook (and the calcareous grassland) and other important habitats identified in Volume 3 of the Environmental Statement (October 2012) lodged with the planning application such as Ditch 1;
- iv. A method statement for the protection of bats at the trees and buildings identified in Volume 3 of the

- Environmental Statement (October 2012) lodged with the planning application including licensing requirements;
- v. Construction lighting scheme;
 - vi. A method statement for the protection of Brown Hare (particularly during the breeding season);
 - vii. Pollution Prevention Guidelines (PPG) and protocol including surface water monitoring along the Ditches and Pendleton Brook; and
 - viii. Eradication Management Plan for Japanese Knotweed

The Construction Environmental Management Scheme shall be carried out as approved.

REASON: To ensure that the environmental impact is minimised in accordance with Policies G1 and ENV7 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Tree Protection

37. No part or phase of the development shall begin until an Arboricultural Method Statement, Tree Protection Plan and Tree Protection Monitoring Schedule relating to such part or phase has been submitted to and approved in writing by the Local Planning Authority before the site works are begun within that phase.

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

REASON: In order to ensure that any trees/hedges affected by the development considered as being of visual, amenity value are afforded maximum physical protection from the potential adverse effects of development in order to comply with policies G1 and ENV13 of the Districtwide Local Plan and Key Statement EN2 and Policies DMG1 and DME2 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

38. The particulars submitted pursuant to Condition 36(i) and 37 above shall include:
- a) a plan showing the location of, and allocating a reference number to, each existing tree on the site identifying which trees are to be retained and the crown spread of each retained tree;
 - b) details of the species, diameter, approximate height and an assessment of the health and stability of each retained tree;
 - c) details of any proposed topping or lopping of any retained tree;
 - d) details of any proposed alterations in existing ground levels and of the position of any proposed excavation within the crown spread of any retained tree;
 - e) The root protection zone for each tree which shall be agreed in writing by the Local Planning Authority before the development begins in that phase and the agreed tree protection measures shall remain in place until all the approved works have been completed within that phase and all excess materials have been removed from the site including soil/spoil and rubble;
 - f) During the building works, no excavations or changes in ground levels shall take place and no building materials/spoil/soil/rubble shall be stored or redistributed within the protection zone, in addition no impermeable surfacing shall be constructed within the protection zone;

- g) No tree as identified to be retained in (a) above shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped without the written approval of the Local Planning Authority. Any topping or lopping approved shall be carried out in accordance with British Standard 3998 (Tree Work);
- h) If any tree identified to be retained at (a) is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such a size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.

REASON: In order to ensure that any trees/hedgerow affected by the development considered as being of visual, amenity value are afforded maximum physical protection from the potential adverse effects of development in order to comply with policies G1 and ENV13 of the Districtwide Local Plan and Key Statement EN2 and Policies DMG1 and DME2 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Construction Management

39. Before each phase of development hereby permitted is commenced a Construction Method Statement/Management Plan in respect of that phase shall have been submitted to and approved in writing by the Local Planning Authority. Construction of each phase of the development shall not be carried out otherwise than in accordance with each approved Construction Management Plan. Each Construction Management Plan shall include the following matters:

- a) the routing of construction and delivery vehicles using restricted routes thereby avoiding minor lanes/roads and the ~~use of~~ **DRAFT**
- b) programme of works (including measures for traffic management and operating hours) parking and turning for vehicles of site personnel, operatives and visitors;
- c) loading and unloading of plant and materials;
- d) storage of plant and materials used in constructing the development;
- e) erection and maintenance of security hoarding and lighting;
- f) wheel washing facilities and a programme for cleaning;
- g) a Management Plan to control the emission of dust and dirt during construction identifying suitable mitigation measures;
- h) a scheme for recycling/disposing of waste resulting from construction works (there shall be no burning on site;)
- i) a Management Plan to control noise and vibration during the construction phase (in accordance with BS : 5228 : 2009 code of Practice titled 'Noise and Vibration Control on Construction and Open Sites'). The Noise Management Plan for each part or phase of the development shall include details of acoustic heavy duty fencing and locations; location of site offices, compounds and storage and operation of the wheel wash;
- j) details of lighting to be used during the construction period which should be directional and screened wherever possible

REASON: In the interests of protecting the residential amenities of the locality and highway safety and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission

Version (including proposed main changes).

Energy/Sustainability

40. Before development begins within a phase a scheme (including a timetable for implementation) to secure at least 10% of the energy supply of the development hereby permitted within that phase from renewable or low carbon energy sources shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented and retained as operational thereafter.

REASON: In order to encourage renewable energy and to comply the with Key Statement EN3 and Policy DME5 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

41. The dwellings hereby permitted shall achieve a Level 3 of the Code for Sustainable Homes. No dwelling shall be occupied until a final Code Certificate has been issued for it certifying that Code Level 3 has been achieved.

REASON: In order to reduce carbon emissions and to comply with Key Statement EN3 and Policies DMG1 and DME5 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

42. The non-residential buildings hereby permitted shall achieve a BREEAM “very good” rating or above. No part of any non-residential building hereby permitted shall be occupied until a copy of a post-construction completion certificate, verifying that that building has achieved a “very good” rating, has been submitted to the Local Planning Authority.

REASON: Reason: In order to reduce carbon emissions and to comply with Key Statement EN3 and Policy DME5 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Noise

43. No part or phase of the development shall begin until a scheme to mitigate noise during construction has been submitted to and approved in writing by the Local Planning Authority. The scheme shall demonstrate that noise levels during periods of construction will not exceed 65dB LAeq,12hr at any properties beyond the site. The works shall thereafter be carried out in accordance with the details so approved.

REASON: To minimise the impact of noise during construction phases in the interests of residential amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

44. No part or phase of the development involving non-residential buildings hereby permitted shall begin until details of any fixed noise sources have been submitted to and approved in writing by the Local Planning Authority. The works shall thereafter be carried out in accordance with the details so approved and thereafter retained.

REASON: To minimise the impact of noise post construction in the interests of amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

45. No part or phase of the development shall begin until a suitable scheme of glazing/ventilation for buildings within that phase has been submitted to and approved in writing by the Local Planning Authority. The

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0942

DECISION DATE: DRAFT

buildings shall be constructed in accordance with the details so approved with the glazing/ventilation thereafter retained.

REASON: In the interests of amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

46. Construction on any part or phase of the development shall be restricted to the following hours:

- Monday to Friday 0800 – 1800
- Saturday 0900 – 1300

For the avoidance of doubt, no construction shall take place on Sundays or public holidays.

REASON: In the interests of protecting residential amenity whilst construction works are in progress in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

47. No deliveries or vehicles involved in construction shall arrive or depart from the site other than between the hours set out in condition 46 above.

REASON: In the interests of protecting residential amenity whilst construction works are in progress in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

48. Construction on any part or phase of the development shall be undertaken in accordance with the mitigation measures as described in Section 10.5.1 of the Environmental Statement dated October 2012.

REASON: In the interest of environmental health to protect amenity whilst construction works are in progress in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

49. All parts or phases of the development shall achieve a noise rating level for fixed items of plant of no more than 5 dB below existing background noise levels as indicated in 10.8.1 of the Environmental Statement of October 2012.

REASON: In the interests of protecting residential amenity whilst construction works are in progress in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Highways and Parking

Construction access

50. No development shall take place until full details of the access onto Pendle Road have been submitted to and approved in writing by the Local Planning Authority which is in accordance with the final junction layout (with development). Furthermore no construction activities shall take place until that access has been constructed to base course standard (to an adoptable standard and in accordance with the approved plans) for a distance of 30 metres beyond the current access point into the site or up to the first internal junction whichever is the greater.

REASON: In the interests of road safety to ensure that a proper site access has been created for construction traffic in the interests of highway safety in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Transport and highways

51. No development shall be commenced until a scheme of off-site works of highway improvement has first been submitted to, agreed in writing by the Local Planning Authority and delivered in line with agreed trigger points. To include A59/Whalley Road roundabout, junctions around and served by either Waterloo Road and Pendle Road.

REASON: In the interests of highway safety in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft– Post Submission Version (including proposed main changes).

52. No part or phase of the development comprising the non-residential buildings hereby permitted shall begin until a Travel Plan Framework relating to such part or phase has been submitted to and approved in writing by the Local Planning Authority.

REASON: To promote sustainable travel patterns and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft– Post Submission Version (including proposed main changes).

53. Prior to the occupation of the first dwelling within a phase (as approved under Condition 3) a Travel Plan based upon the submitted Framework Travel Plan to improve accessibility by sustainable modes for residents of dwellings within that phase shall have been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include:

- a) appointment of a named Travel Plan Co-ordinator;
- b) details of initiatives to encourage sustainable travel patterns and a mechanism to ensure they can be fully delivered/funded;
- c) a scheme for the management and implementation of the Travel Plan;
- d) targets for modal shift;
- e) implementation timescales;
- f) a strategy for marketing and proposed incentives;
- g) arrangements for monitoring and review.

The approved Travel Plan shall be implemented, monitored and reviewed in accordance with the approved Travel Plan for development within that phase for a period of time not less than 5 years following completion of the final parcel of development in that phase (as approved under Condition 3).

REASON: In the interests of sustainability and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft– Post Submission Version (including proposed main changes).

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0942

DECISION DATE: DRAFT

54. The new estate roads within a phase of the development hereby permitted shall be constructed in accordance with a detailed scheme (including a timetable for implementation) which shall be submitted to and approved in writing by the Local Planning Authority before development commences within that phase. The estate roads shall be constructed to adoptable standards in accordance with the Lancashire County Council Specification for Construction of Estate Roads and the scheme shall be implemented in accordance with the approved details and timetable.

REASON: In the interests of highway and pedestrian safety and sustainability and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

55. No part or phase of the development shall begin until full details of the footpath and cycle way accesses from beyond the site (including a timetable for implementation) relating to such part have been submitted to and approved in writing by the Local Planning Authority. The works shall thereafter be implemented in accordance with the approved details and timetable.

REASON: To minimise the environmental impact of the development and integrate it with the existing built up area to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

56. Means of vehicular access shall be from Pendle Road and Littlemoor. In the case of Littlemoor the access shall only be used for bus and emergency vehicles.

REASON: To minimise the environmental impact of the development and integrate it with the existing built up area to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

57. No part or phase of the development shall begin until full details of the vehicular access from Pendle Road up to such part or phase have been submitted to and approved by the LPA in writing and the access and road has been constructed to base course standard.

REASON: In the interests of road safety and to ensure those roads to an acceptable standard are provided within the development in line with the construction of buildings and use of the site to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

58. No part or phase of the development to the south and west of the unnamed water course within the site shall begin until full details of the emergency and bus only vehicular access from Littlemoor relating to such part or phase have been submitted to and approved by the LPA in writing and the access and road has been constructed to base course standard.

REASON: To enhance permeability for buses, cyclists and pedestrians and enhance the sustainability of the development as a whole to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

59. No part or phase of the development shall begin until full details of all footpath and cycle linkages relating to such part or phase (including a timetable for implementation) have been submitted to and approved in writing by the Local Planning Authority. The works shall thereafter be implemented in accordance with

the approved details and timetable.

REASON: To ensure that the development integrates with the local area in a sustainable manner to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

60. Development shall not be commenced for any part or phase until full details of the proposed bus stops have been submitted to and approved in writing by the Local Planning Authority.

REASON: To promote sustainable travel to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

61. No dwellings to be built in any part or phase of development shall be occupied until all of the bus stops shown on the plans to be submitted have been constructed are available for use within that phase.

REASON: To promote sustainable travel to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

62. Not more than 50% of the dwellings to be built shall be occupied until the employment site hereby permitted has been provided with vehicle, pedestrian and cycling accesses to adoptable standard and all three are available for public use.

REASON: To promote sustainable travel to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

63. No more than 200 dwellings shall be occupied until the local retail centre hereby permitted has been provided with vehicle, pedestrian and cycling accesses to adoptable standard and all three are available for public use.

REASON: to promote sustainable travel to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 – A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

64. No part of phase of the development hereby permitted shall commence, including site preparation works, until the proposed roundabout at the junction of the A59 and Pendle Road has been constructed and is open for use as part of the public (adopted) highways.

REASON: To enhance accessibility between the site and the principal road network to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Lighting

65. Prior to commencement of development within a phase (approved pursuant to Condition 3) details of a scheme for artificial public street/road/footway lighting for that phase shall be submitted to and approved in writing by the Local Planning Authority. The lighting scheme shall include details to demonstrate how artificial illumination of important wildlife habitats (boundary vegetation of the site and bat commuting routes identified across the site) is minimised. The approved lighting scheme shall be implemented in accordance with the approved details.

REASON: In the interests of the amenities of nearby residents, ecology and to avoid light pollution to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME3 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Drainage and Flooding

General

66. At the same time as the submission of the first Reserved Matters application for a phase or part of a phase of the development hereby permitted a Foul and Surface Water Drainage Strategy shall be submitted to the Local Planning Authority for approval in writing. Such strategy to include the following details as a minimum:
- i. the proposed foul connection points to existing public sewerage infrastructure for the entire site. This shall clearly show the points of connection for the foul flows into the existing public sewerage network from all phases of development defined under condition 3;
 - ii. the details of any additional off-site drainage infrastructure required as a result of the entire development; and
 - iii. any drainage infrastructure connections (foul and surface water) between the different phases of the development defined by condition 3. Where drainage infrastructure connects development from different phases, it will be necessary to show how much development will be served by the connecting drainage infrastructure.
 - iv. The existing greenfield surface water run-off rate for the entire site and details demonstrating how the combined phases of development discharging to Pennington Brook and its tributary within the site will not exceed the existing greenfield rates identified.

At the same time as the submission of each subsequent Reserved Matters application for a phase or part of a phase, an updated Foul and Surface Water Drainage Strategy shall be submitted to the Local Planning Authority for approval. Such Strategy to include as a minimum the details listed above.

Unless otherwise agreed in writing with the Local Planning Authority there shall be no foul and surface water connections between phases of development defined (and as may be amended from time to time) by condition 3 other than in accordance with the connections identified and approved under item (iii) above. The detailed drainage schemes for each phase of development required by conditions 67, 68 and 69 shall be submitted for approval in writing in accordance with the foul and surface water drainage details approved under this condition.

No development shall be commenced on any phase or part of any phase of the development hereby permitted unless and until the Foul and Surface Water Drainage Strategy submitted with the relevant Reserved Matters application has been approved in writing by the Local Planning Authority.

REASON: To ensure a holistic approach to the construction of the detailed drainage infrastructure for the site so that the drainage infrastructure which is constructed is able to cope with the foul and surface water discharges from the entire development site to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Key Statement DMG1 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

67. For the avoidance of doubt, surface water shall drain separately from the foul. Unless otherwise agreed in writing, no surface water shall discharge directly or indirectly into the public foul, combined or surface water sewerage systems in accordance with the Foul and Surface Water Drainage Strategy submitted and approved pursuant to condition 66 above and with the details contained in the submitted application form,

Flood Risk Assessment prepared by Amec Environment and Infrastructure dated October 2012, and the Foul Water and Surface Water Management Strategies for the whole site produced by Amec in January 2013.

REASON: To reduce the risk of flooding & pollution to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME6 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Foul Drainage

68. Prior to commencement of any phase or part of any phase of the development hereby permitted, full details of the foul drainage scheme for that phase including full details of any connections to the foul sewer network and any necessary infrastructure shall be submitted to and approved in writing by the Local Planning Authority. The details for each part or phase must be consistent with the Foul and Surface Water Drainage Strategy submitted and approved pursuant to condition 66 above and with the principles of the Flood Risk Assessment prepared by Amec Environment and Infrastructure dated October 2012 and the Foul Water and Surface Water Management Strategies for the whole site produced by Amec in January 2013. No housing or other development shall be occupied for that phase until the approved foul drainage scheme for that phase has been completed in accordance with the approved details and written notice of this fact has been sent to the Local Planning Authority.

REASON: To promote sustainable development, secure proper drainage and to reduce the risk of flooding & pollution to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME6 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Surface Water Drainage

69. Prior to the commencement of each phase or part of the development hereby permitted, full details for a surface water regulation system and means of disposal for that phase or part phase, based wholly on sustainable drainage principles and evidence of an assessment of the hydrological and hydrogeological context of the development for that phase (inclusive of how the scheme shall be maintained and managed after completion and any necessary infrastructure) shall be submitted to and approved by the Local Planning Authority in writing. The drainage scheme shall demonstrate that the surface water run off generated up to and including the 1 in 100 year critical storm will not exceed the run-off from the existing undeveloped site and following the corresponding rainfall event. The details for each phase must be consistent with the Foul and Surface Water Drainage Strategy submitted and approved pursuant to condition 66 above and with the principles of the Flood Risk Assessment prepared by Amec Environment and Infrastructure dated October 2012 and the Foul Water and Surface Water Management Strategies for the whole site produced by Amec in January 2013. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: To promote sustainable development, secure proper drainage and to reduce the risk of flooding & pollution to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME6 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft– Post Submission Version (including proposed main changes).

70. No part of phase of the development shall begin until full details of the method to delay and control surface water discharged from that part or phase of the development; and the measures taken to prevent pollution of the receiving ground waters have been submitted to and approved in writing by the Local Planning Authority.

REASON: To prevent pollution and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME6 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0942

DECISION DATE: DRAFT

Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

71. Prior to the commencement of each phase or part phase of the development hereby permitted, a Sustainable Drainage, Construction, Maintenance and Management Plan (CMP) for the lifetime of that phase or part phase of the development shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include arrangements for permanent adoption by a SuDs approving body (SAB), Statutory Authority or other relevant party of any sustainable drainage features including any outfalls into local water courses, structures, ponds and bridges. Each phase shall be completed maintained and managed in accordance with the approved details.

REASON: To prevent flooding and pollution to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME6 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

72. The discharge of surface water into Pendleton Brook and its tributary within the site shall not exceed the greenfield run-off rate as identified in the Foul and Surface Water Drainage Strategy.

REASON: To prevent flooding and pollution to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME6 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft– Post Submission Version (including proposed main changes).

73. The development hereby permitted shall conform in its entirety to the Foul and Surface Water Drainage Strategy submitted and approved pursuant to condition 66 above and to the recommendations in the Flood Risk Assessment produced by Amec in October 2012 as updated by the Foul Water and Surface Water Management Strategies for the whole site produced by Amec in January 2013. More particularly where not referred to elsewhere in this decision notice:

In submitting the full details of the sustainable surface water drainage systems for each phase of the development they shall include some re-profiling of the site to remove local low points and ensure that all run-off from the site enters the proposed SuDS drainage system and does not concentrate temporarily along overland flow paths.

All finished floor levels (FFLs) shall be at least 150mm above the local ground level at each development plot.

A 10 metre wide access corridor shall be kept clear at all times along the lower 800 metres of the unnamed on site water course from its confluence with Pendleton Brook.

All surface water run-offs from the entire development shall be managed and attenuated on site using a combination of underground surface water storage devices and sustainable urban drainage (SuDS) structures such as geocellular structures beneath roads, attenuation ponds, swales and filter drains.

REASON: To prevent flooding and pollution to comply with Policy G1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DME6 of the Core Strategy 2008 to 2028 A Local Plan for Ribble Valley Regulation 22 Submission Draft – Post Submission Version (including proposed main changes).

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent see the attached notes.
2. The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must

comply with the approved planning application.

3. This permission shall be read in conjunction with the accompanying legal agreement which for the avoidance of doubt covers matters associated with affordable housing (mechanisms for its delivery); education (contributions towards local education facilities; the provision of a new primary school on the site and provisions for adjusted contributions); sports and recreation (contributions towards the provision of facilities at Ribblesdale School, Clitheroe or otherwise as agreed); Jubilee Wood (management) and transport (contributions towards the provision of public transport and a Travel Plan)
4. Dwellings should achieve the water credits required to meet Code level 3 of the Code for Sustainable Homes.
5. For non-residential development where the development is being assessed against BREEAM the Environment Agency suggests that buildings should achieve the maximum number of water credits in accordance with the requirements of the relevant BREEAM scheme with the exceptions of credits awarded for grey water/rainwater systems. These systems should be installed where cost effective and the system is designed to ensure that energy user and carbon emissions are minimised.
6. Developers should consider:

Water management in the development including dealing with grey water;
Using sustainable forms of construction including the recycling of materials;
Energy efficient buildings.
7. Any waste to be used on site requires an appropriate waste description or permit from the Agency.
8. The Environmental Protection (Duty of Care) Regulations 1991 for dealing with waste materials are applicable for any off-site movements of wastes. Developer as waste producers therefore have a duty of care to ensure that all materials removed go to an appropriate permitted facility and all relevant documentation is completed and kept in line with regulations.
9. Developers are advised to contact the Environment Management Team in the Agency's Preston office;
01772 7614198
www.environment-agency.gov.uk/subject/waste
10. Consideration should be given to opening up of any piped or culverted watercourses and the removal of weirs.
11. Flood Defence Consents (FDCs) will be required for the outfall structures draining any SuDS ponds into the local watercourses and for any bridges.
12. Only FDCs for necessary and appropriately designed structures will be approved.
13. Attention is drawn to the law with regard to the sensitivities of breeding birds.
14. A separate metered supply to each unit will be required at the applicant's expense and all internal pipework must comply with current water supply (water fittings) regulations 1999.
15. The applicant should contact United Utilities Service Enquiries on 0845 746 2200 regarding connection to the water mains/public sewers. The provision of a mains water supply could be expensive.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0942

DECISION DATE: DRAFT

-
16. Water mains will need extending to serve any development on this site. The applicant, who may be required to pay a capital contribution, will need to sign an Agreement under Sections 41, 42 & 43 of the Water Industry Act 1991.
 17. United Utilities offer a fully supported mapping service at a modest cost for our water mains and sewerage assets. This is a service, which is constantly updated by our Property Searches Team (Tel No: 0870 7510101). It is the applicant's responsibility to demonstrate the exact relationship between any assets that may cross the site and any proposed development. Please note, due to the public sewer transfer, not all sewers are currently shown on the statutory sewer records, if a sewer is discovered during construction, please contact a Building Control Body to discuss the matter further.
 18. The granting of planning permission does not entitle a developer to obstruct a right of way and any proposed stopping up or diversion of a right of way should be the subject of an Order under the appropriate Act. Footpaths 11 and 14 in the parish of Clitheroe affect the site.
 19. The Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development.

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**

DRAFT

IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

THE COMMON SEAL OF
LANCASHIRE COUNTY COUNCIL
Was hereunto affixed to this Deed in the
Presence of:-



23252

[Handwritten signature]

Authorised Officer

THE COMMON SEAL OF
RIBBLE VALLEY BOROUGH COUNCIL
Was hereunto affixed to this Deed in the
Presence of :-



1443

Mayor *[Handwritten signature]*

Chief Executive *[Handwritten signature]*

SIGNED as a Deed by
MARTIN MARK CHARLES ASPINALL)
in the presence of:-)

[Handwritten signature]

Witness signature *[Handwritten signature]*

Witness name *MARGARET HARGREAVES*

Witness address *Clambels*

87 Lifford Road

Lifford, BT7 1AU

Witness occupation *Secretary*

SIGNED as a Deed by
RICHARD MICHAEL CORNISH)
in the presence of:-)

Richard Cornish

Witness signature Margaret Hargreaves

Witness name MARGARET HARGREAVES

Witness address Wanpans

87 Littlemore Road

Citrusvale, B57 1EW

Witness occupation Secretary

SIGNED as a Deed by
JOHN ANDREW FERGUSON)
in the presence of:-)

John Andrew Ferguson

Witness signature Ma

Witness name Allan Sumner

Witness address 7 Winkley Square

Leamington Spa

Witness occupation PR1 3TD

SIGNED as a Deed by
RICHARD MICHAEL CORNISH)
as Trustee of the JER Aspinal Settlement)
in the presence of:-)

Richard Cornish

Witness signature Margaret Hargreaves

Witness name MARGARET HARGREAVES

Witness address Wanpans

87 Littlemore Road

Citrusvale, B57 1EW

Witness occupation Secretary

SIGNED as a Deed by
JOHN ANDREW FERGUSON
as Trustee of the JER Aspinall Settlement
in the presence of:-

)
)
)
)
)


Witness signature [Handwritten Signature]

Witness name SEAN MICHAEL WALKER

Witness address 715 WINDY HILL ROAD
ROSSIGNOL, PR 310

Witness occupation Local Secretary