

Dated 9th October 2019

MID SUFFOLK DISTRICT COUNCIL

and

SUFFOLK COUNTY COUNCIL

**PLANNING OBLIGATION UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land at The Former Mid Suffolk District Council Offices and associated
land, 131 High Street, Needham Market, IP6 8DL

THIS DEED is dated

9th October.

2019

PARTIES:

- (1) **Mid Suffolk District Council** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (referred to respectively as the context requires as "**the District Council**" and until such time as it ceases to have an interest in the Site, "**the Owner**")

- (2) **Suffolk County Council** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (referred to as "**the County Council**")

together referred to as "**the Parties**"

INTRODUCTION

- (A) The District Council is the local planning authority for the purposes of the Act for the area within which the Site is situated
- (B) The County Council is a local highway authority (except for trunk roads) the local education authority local library authority local waste authority etc and is also the local planning authority for the purposes of the Act and because the District Council is also the Owner of the Site is entering into this Deed to act as an Enforcing Authority of the obligations contained in this Deed
- (C) The Owner has applied for Permission under planning reference DC/18/05104 ("**the Planning Application**")
- (D) On 27 February 2019 the District Council resolved to grant the Permission for the Development subject to conditions and subject to the prior completion of this Deed
- (E) The Owner is the freehold owner of Site
- (F) The District Council and the County Council consider that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- (G) The District Council and the County Council (as appropriate) are satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 (as amended)
Affordable Housing	Means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with Annex 2 of the National Planning Policy Framework 2019
Affordable Housing Units	Means the 10 Dwellings to be provided on the Site pursuant to the Planning Permission to be Occupied as Affordable Housing in accordance with the details in Schedule 3.
Affordable Rent	Means the rent charged on low cost rental accommodation (as defined by Section 69 Housing and Regeneration Act 2008) with the rent charged being no more than 80% of the equivalent market rent including any service charges applicable.
Affordable Rental Units	Means an Affordable Housing Unit which is to be let at an Affordable Rent and is let on the Registered Provider's standard form of letter in accordance with the terms of the Deed by a Registered Provider
Chargee	Means any mortgagee or charge of the Registered Provider who is in possession of all or any of the Affordable Housing Units or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or charge or any administrator (howsoever appointed) including a housing administrator (howsoever appointed) including a housing administrator appointed pursuant to the relevant provisions of the Housing and

Planning Act 2016

Choice Based Lettings Scheme	Means an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Letting Scheme (or such other scheme as may be agreed) relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the District Council is a party.
Commencement	The date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is first carried out on the Site other than (for purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition, archaeological investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, ground surveys, erection of temporary fences and hoardings and contractors compounds, temporary display of site notices and/or advertisements and 'Commence' and 'Commenced' will be construed accordingly
Development	The Development of the Site for class C3 residential (94 units) and class A1 retail uses incorporating demolition works and the construction of new buildings, with associated works and infrastructure in accordance with the Permission
Dwelling	Means a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be built on the Site as part of the Development

Enforcing Authority	Means the County Council until such time the District Council ceases to have an interest in the Site after which time it means the District Council
"HE"	means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of Section 81 Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers.
"Index"	means the All-in Tender Price Index published by the Building Costs Informative Service from time to time
"Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
Market Housing Units	means those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units
"Occupation"	occupation of any Dwelling on the Site for the purposes permitted by the Permission and occupation would be deemed to have taken place when the District Council have evidence of the occupation of any Dwelling on the Site but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and 'Occupied' and 'Occupy' shall be construed accordingly and occupation of any Retail Unit on the Site for

the purposes permitted by the Permission and occupation would be deemed to have taken place when the District Council have evidence of the practical completion of the Retail unit.

"Permission"	The planning permission subject to conditions as may be granted by the District Council pursuant to the Planning Application or on appeal by the Planning Inspectorate such planning permission to be substantially in the form of the draft as set out in the Second Schedule or if the District Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development
Public Open Spaces	means those areas identified on the Public Open Space Plan attached hereto and edged blue which constitute the former bowling green, the memorial garden, and pond and adjoining open space.
Public Open Space Plan	The plan attached to this deed titled 'Section 106 Public Open Space Plan' drawing no 970 Revision B
Registered Provider	means a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the HE under Chapter 3 of that Act and approved in writing by the District Council in accordance with Schedule 2 of this Deed. If another body is permitted to provide Affordable Housing by paragraph 3.1 of this Schedule 2 then all references herein to a Registered Provider shall be to that body and which shall for the avoidance of doubt shall include the District Council itself.
Retail Unit	means the Class A1 Convenience Goods Store (511m ²) hereby approved

"Site"	the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the Site Plan;
"Site Plan"	the plan attached to this Deed
"Working Days"	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.
Trigger	means the date of Commencement and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or Directive or deriving validity from it.

- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to its respective statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use all reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.9 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party to or upon whom it is to be given or served at the address for that party given in this Deed or such other address in the United Kingdom as that party may by notice to the other parties hereto or their agent stipulate as that party's address for service of notice pursuant to this Deed or if not such address is given or stipulated at that party's last known address and any notice so given or served shall be deemed to be received and the date on which it is given or served shall be deemed to be 48 hours after posting.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Enforcing Authority
- 3.2 Covenants given by more than one party can be enforced against them individually or jointly
- 3.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 3.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done

3.5 This Deed is governed by and interpreted in accordance with the law of England

4. COVENANTS

4.1 The Owner covenants with the Enforcing Authority so as to bind themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed

4.2 The Enforcing Authority covenants with the Owner to comply with its obligations contained in this Deed

5. OTHER PROVISIONS

5.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)

5.2 The Owner confirms that they are the owner of the Site with full power to enter into this Deed and that there is no person or body whose consent is necessary to make this Deed binding on all interests in the Site

5.3 Save for the obligations contained in Schedule 3 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:

5.3.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease

5.3.2 any statutory undertaker or other person who acquires any part of the Site or the Land or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the

Development of the Site.

- 5.4 On completion of this Deed the Owner will pay the County Council's reasonable legal costs in connection with this Deed
- 5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 5.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 5.7 No waiver, express or implied, by the Enforcing Authority constitutes a continuing waiver, nor prevents the Enforcing Authority from enforcing any of the provisions in this Deed
- 5.8 This Deed shall be registerable as a local land charge by the District Council

6. DISPUTES

- 6.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by a single Expert (the "Expert"). The Expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the Expert's decision shall be final and binding
- 6.2 Nothing in clause 6.1 will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

7. INTEREST AND VAT

- 7.1 If any payment due to the Enforcing Authority is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 7.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

8. NOTIFICATIONS

8.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 8.2

8.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows: -

The District Council/the Owner	The Chief Planning Officer (or a duly appointed successor) Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX
The County Council	The Director of Growth, Highways and Infrastructure (or a duly appointed successor) Endeavour House, 8 Russell Road, Ipswich IP1 2BX

8.3 Any notice or other written communication to be given by the Owner shall be deemed to be valid and effective if on its face it is signed on behalf of the Owner

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

EXECUTED AS A DEED by affixing
The **COMMON SEAL** of
MID SUFFOLK DISTRICT COUNCIL
In the presence of:



Authorised Officer

EXECUTED AS A DEED by affixing
The **COMMON SEAL** of
SUFFOLK COUNTY COUNCIL
In the presence of:



Authorised Officer

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

Freehold land at Council Offices and Caretaker's Bungalow, High Street, Needham Market which forms the land registered at the Land Registry under title number SK292763 and freehold land being on the south side of Hurstlea Road, Needham Market which forms part of the land registered at the Land Registry under title number SK292970 shown edged red for identification only on the Site Plan.

SECOND SCHEDULE

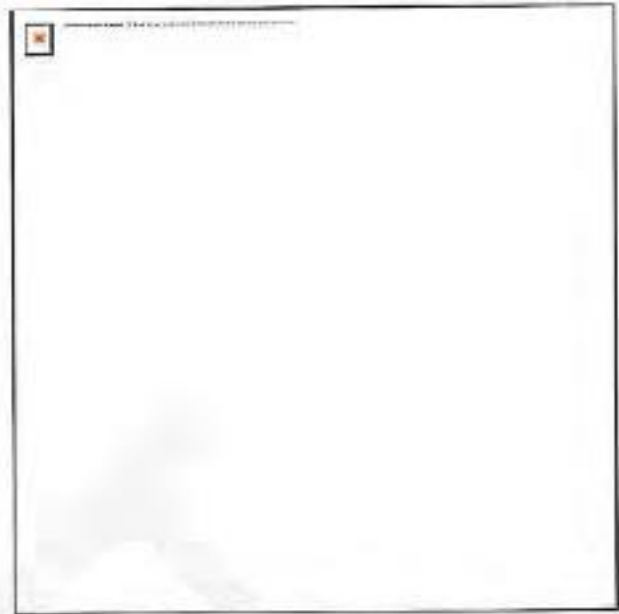
DRAFT PERMISSION

DRAFT DRAFT DRAFT -- Due Date: 12/07/2019 -- DRAFT DRAFT DRAFT

Philip Isbell – *Chief Planning Officer*
Sustainable Communities

Mid Suffolk District Council
Endeavour House, 8 Russell Road, Ipswich IP21 2BX

Website: www.midsuffolk.gov.uk



PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND)
ORDER 2015

Correspondence Address:

Mr J Lawson
Lawson Planning Partnership Ltd
882 The Crescent
Colchester Business Park
Colchester
CO4 9YQ
United Kingdom

Applicant:

Mid Suffolk District Council
Endeavour House
Russell Road
IPSWICH
Suffolk

Date Application Received: 19-Nov-18

Application Reference: DC/18/05104

Date Registered: 29-Nov-18

Proposal & Location of Development:

Planning Application. Redevelopment for Class C3 Residential (94 Units) & Class A1 Retail Uses, incorporating demolition works and the construction of new buildings, with associated works and infrastructure. See accompanying schedule for full description of development.

Former Mid Suffolk District Council Offices & Associated Land , 131 High Street, Needham Market, IP6 8DL

Section A – Plans & Documents:

This decision refers to drawing no./entitled as the defined red line plan with the site shown edged red. Any other drawing showing land edged red whether as part of another document or as a separate plan/drawing has not been accepted or treated as the defined application site for the purposes of this decision.

The plans and documents recorded below are those upon which this decision has been reached:

Site Location Plan 001 D - Received
Ground Floor Master Plan As Proposed 200 K - Received
First Floor Master Plan As Proposed 201 H - Received
Second Floor Master Plan As Proposed 202 G - Received
Third Floor Master Plan As Proposed 203 G - Received
Proposed Site Masterplan and Roof Plan
204 G - Received
Ground Floor Plan Zone 1 As Proposed 210 J - Received
Ground Floor Plan Zone 2 - As Proposed 211 F - Received
Ground Floor Plan Zone 3 As Proposed 212 G - Received
First Floor Plan As Proposed Zone 1
213 H - Received
First Floor Plan Zone 2 As Proposed
214 F - Received
First Floor Plan Zone 3 As Proposed
215 G - Received
Second Floor Plan Zone 1
216 F - Received
Second Floor Plan Zone 2 As Proposed
217 F - Received
Second Floor Plan Zone 3 As Proposed
218 F - Received
Third Floor Plan Zone 1
219 F - Received
Third Floor Plan Zone 2 As Proposed
220 F - Received
Third Floor Plan Zone 3 As Proposed
221 F - Received
As Proposed Elevations Sheet 1
230 A - Received
As Proposed Elevations Sheet 2 231 B - Received
As Proposed Elevations Sheet 4
233 A - Received
As Proposed Elevations Sheet 5
234 A - Received
As Proposed Elevations Sheet 8
237 A - Received
As Proposed Elevation Sheet 9
238 A - Received
Block Plan - Existing 100 C - Received
Ground floor as existing Masterplan 101 B - Received
First Floor as existing Masterplan 102 B - Received
Second Floor as existing Masterplan 103 B - Received
Basement Plan -Zone 3 as existing. 109 - Received
Third floor as existing Masterplan. 104 B - Received
Landscape Masterplan 2014 01 D - Received
Ground Floor Plan Zone 1 as existing 110 B - Received
Ground Floor Plan Zone 2 as existing. 111 B - Received
Ground Floor Plan Zone 3 as existing. 112 B - Received
First Floor Plan Zone 2 as existing. 113 A - Received
First Floor Plan Zone 3 as existing 114 A - Received
Second Floor Plan Zone 2 as existing . 115 A - Received

Second Floor Plan Zone 3 as existing. 116 A - Received
Third Floor Plan Zone 3 as existing. 117 A - Received
Existing Elevations sheet 1. 120 - Received
Existing Elevations Sheet 2. 121 - Received
Existing Elevations Sheet 3 122 - Received
Existing Elevations Sheet 4 123 - Received
Existing Elevations Sheet 5 124 - Received
Existing Plan Showing Proposed Demolition. 150 B - Received
Ground Floor Plan Zone 2 Demolition. 151 B - Received
Ground Floor Plan Zone 3 Demolition. 152 B - Received
First Floor Plan Zone 2 Demolition. 153 A - Received
First Floor Plan Zone 3 Demolition. 154 A - Received
Second Floor Plan Zone 2 Demolition. 155 A - Received
Second Floor Plan Zone 3 Demolition. 156 A - Received
Third Floor Plan Zone 2 Demolition. 157 A - Received
Third Floor Plan Zone 3 Demolition. 158 A - Received
As proposed elevations sheet 3. 232 - Received
As proposed elevations sheet 6 235 A - Received
As proposed elevations sheet 7 236 - Received
Bike and Bin Store elevations. 239 - Received
Ecological Impact Assessment 20 November 2018. - Received
Accommodation Schedule 11 February 2019. - Received
Bat Survey Nocturnal Bat Surveys report 20 November 2018. - Received
Breeding Bird Surveys report 17 September 2018. - Received
Lighting Design and Assessment November 2018. - Received
Heritage Statement Dated October 2018 - Received
Environmental Report Phase I and II Geo-Environmental Report July 2018 - Received
Ecological Survey/Report Ecological Assessment and Bat Check report 25 August 2017. - Received
Remediation Strategy October 2018. - Received
Flood Risk Assessment Flood Risk Assessment & Drainage Strategy January 2019 - Received
Topographic Survey Dated August 2017. - Received
Transport Assessment November 2018. - Received
Tree Survey & Arboricultural Impact Assessment November 2018. - Received
Utilities Assessment October 2018. - Received
Application Form Dated 16 November 2018. - Received
Planning Statement Dated November 2018. - Received
Design and Access Statement Dated November 2018. - Received
Statement of Public Consultation November 2018. - Received
(Confidential) Financial Viability Assessment 9 January 2019. - Received
CIL form Additional Information Form 16 November 2018. - Received
Residential Dwelling Units Supplementary Information (Revised) 26 November 2018. - Received
Employment Viability Appraisal May 2018. - Received
Needham Market EVA Addendum October 2018. - Received
(Confidential) Retail Sequential Test Statement November 2018. - Received

Section B:

Mid Suffolk District Council as Local Planning Authority, hereby give notice that **PLANNING PERMISSION**

1. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE:
COMMENCEMENT TIME LIMIT

The development hereby permitted shall be begun not later than the expiration of eighteen months from the date of this permission.

Reason - To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004 and in order to ensure an early delivery of housing to the district.

2. APPROVED PLANS & DOCUMENTS

The development hereby permitted shall be carried out in accordance with the drawings/documents listed under Section A above and/or such other drawings/documents as may be approved by the Local Planning Authority in writing pursuant to other conditions of this permission or such drawings/documents as may subsequently be approved in writing by the Local Planning Authority as a non material amendment following an application in that regard.

Reason - For the avoidance of doubt and in the interests of proper planning of the development.

3. ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT - ARCHAEOLOGICAL WORKS

No development shall take place on site (excluding operations consisting of the erection of temporary hoardings, contractors compound, site clearance and demolition works) until the implementation of a programme of archaeological work has been secured, in accordance with a Written Scheme of Investigation which has been submitted to and approved in writing by the Local Planning Authority. The scheme of investigation shall include an assessment of significance and research questions; and: a. The programme and methodology of site investigation and recording. b. The programme for post investigation assessment. c. Provision to be made for analysis of the site investigation and recording. d. Provision to be made for publication and dissemination of the analysis and records of the site investigation. e. Provision to be made for archive deposition of the analysis and records of the site investigation. f.

Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation. g. Timetable for the site investigation to be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority.

Reason - To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development. This condition is required to be agreed prior to the commencement of any development to ensure matters of archaeological importance are preserved and secured early to ensure avoidance of damage or loss due to the development and/or its construction. If agreement was sought at any later stage there is an unacceptable risk of loss and damage to archaeological and historic assets.

4. ACTION REQUIRED PRIOR TO THE FIRST OCCUPATION OF DEVELOPMENT - ARCHAEOLOGICAL WORKS

No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved, in writing, by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation as may be agreed by the Local Planning Authority. Provision shall be made for analysis, publication and dissemination of results and archive deposition.

Reason - To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development.

5. SITE REMEDIATION

(i) The remediation of the site shall be carried out in its entirety in accordance with the recommendations contained in the submitted Phase I & II Geo-environmental Assessment and Remediation Strategy (REC July 2018 & October 2018). Following remediation, evidence shall be provided to the Local Planning Authority verifying that remediation has been carried out in accordance with the Remediation Strategy prior to the first use/occupation of the development.

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of this condition and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of this condition, which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme, and prior to the first use/ occupation of the development, a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with this condition.

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

6. DRAINAGE

No drainage systems for the infiltration of surface water drainage into the ground is permitted other than with the express consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details

Reason - Infiltration through contaminated land has the potential to impact on ground water quality.

7. PILING

Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason - Piling or any other foundation designs using penetrative methods can result in risks to potable supplies from, for example, pollution/ turbidity, risk of mobilising

contamination, drilling through different aquifers and creating preferential pathways. Thus it should be demonstrated that any proposed piling will not result in contamination of groundwater.

8. FLOOD RISK AND DRAINAGE STRATEGY

The strategy for the disposal of surface water and the Flood Risk Assessment & Drainage Strategy (MLM, January 2019), ref: 619142-MLM-ZZ-RP-C-001 rev 5) shall be implemented as approved in writing by the local planning authority. The strategy shall thereafter be managed and maintained in accordance with the approved strategy, unless otherwise agreed by the Local Planning Authority.

Reason - To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained.

9. PRE-COMMENCEMENT SUDS

No development shall commence (excluding operations consisting of the erection of temporary hoardings and contractors compound) until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on the site during construction is submitted to and agreed in writing by the local planning authority. The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP shall include:

- a. Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include: -
 - i. Temporary drainage systems
 - ii. Measures for managing pollution / water quality and protecting controlled waters and watercourses
 - iii. Measures for managing any on or offsite flood risk associated with construction

Reason - To ensure the development does not cause increased flood risk, or pollution of watercourses in line with the River Basin Management Plan

10. PRIOR TO OCCUPATION SUDS

The development hereby permitted shall not be occupied until the details of all Sustainable Urban Drainage System Components and piped networks have been submitted, in an approved form, to and approved in writing by the Local Planning Authority for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

Reason - To ensure all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register in accordance with s21 of the Flood and Water Management Act.

11. ECOLOGICAL MITIGATION MEASURES

All mitigation measures and/or works shall be carried out in accordance with the details contained in the Preliminary Ecological Assessment (Adonis Ecology Ltd, August 2017), Breeding Bird Survey (Adonis Ecology Ltd, September 2018) Bat Survey and Ecological Impact Assessment (Adonis Ecology Ltd, November 2018), as already submitted with the planning application and agreed in principle with the local planning authority prior to determination, unless otherwise agreed in writing by the Local Planning Authority

This may include the appointment of an appropriately competent person e.g. an ecological clerk of works (ECoW) to provide on-site ecological expertise during construction. The

appointed person shall undertake all activities, and works shall be carried out, in accordance with the approved details.

Reason - To conserve Protected and Priority species and allow the Local Planning Authority to discharge its duties under the UK Habitats Regulations 2017, the Wildlife and Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority Habitats & Species).

12. PRE-COMMENCEMENT BAT LICENCE

The following works to demolish the 'Garage' and replace it with new residential dwellings shall not commence unless the Local Planning Authority has been provided with either:

- a) a licence issued by Natural England pursuant to Regulation 55 of the Conservation of Habitats and Species Regulations 2017 authorising the specified activity/development to go ahead; or
- b) a statement in writing from the relevant licensing body to the effect that it does not consider that the specified activity/development will require a licence.

Reason - To conserve Protected and Priority species and allow the Local Planning Authority to discharge its duties under the UK Habitats Regulations 2017, the Wildlife & Countryside Act 1981 as amended and s40 of the NERC Act 2006 and s17 Crime & Disorder Act 1998.

13. PRE-COMMENCEMENT BIO-DIVERSITY MEASURES

A Biodiversity Enhancement Strategy for Protected/ Priority species shall be submitted to and approved in writing by the Local Planning Authority, following the details contained within the Ecological Impact Assessment (Adonis Ecology Ltd, August 2017), Breeding Bird Survey (Adonis Ecology Ltd, September 2018) and Bat Survey (Adonis Ecology Ltd, November 2018) before the development is occupied.

The content of the Biodiversity Enhancement Strategy shall include the following:

- a) Purpose and conservation objectives of the proposed enhancement measures;
- b) Detailed designs to achieve stated objectives;
- c) Locations of proposed enhancement measures with appropriate maps and plans;
- d) Persons responsible for implementing the enhancement measures;
- e) Details of initial aftercare and long-term maintenance.

The works shall be implanted in accordance with the approved details and shall be retained in that manner thereafter.

Reason - To enhance Protected and Priority Species/habitats and allow the Local Planning Authority to discharge its duties under the s40 of the NERC Act 2006 (Priority Habitats & Species).

14. SPECIFIC RESTRICTION ON DEVELOPMENT: TREE PROTECTION

For 5 years following from the commencement of development, none of the existing trees on the site that are identified for protection on Underhill Tree Consultancy Tree Protection Plan ref UTC P04 TPP Rev E dated 27.11.18, shall be lopped, topped, felled, have their roots severed or be uprooted without the prior written approval of the Local Planning Authority. Any trees felled, uprooted, dying or being seriously damaged as a result of actions taken without such prior written approval shall be replaced in the next planting season (October - March inclusive) in the same or similar siting with others of similar size and species.

Reason - To enable existing landscaping to be protected and retained in the interests of visual amenity.

15. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT: LANDSCAPE PROTECTION

No development shall be commenced (excluding operations consisting of the erection of temporary hoardings and contractors compound) until the existing tree/s on the site, agreed with the Local Planning Authority for inclusion in the scheme of landscaping, have been protected by the erection of temporary protective fences of a height, size and in positions which shall previously have been approved, in writing, with the Local Planning Authority prior to the commencement of development. The protective fences shall be retained throughout the duration of building and engineering works in the vicinity of the tree/s to be protected. Any tree/s dying or becoming severely damaged as a result of any failure to comply with these requirements shall be replaced with a tree or trees of appropriate size and species during the first planting season, or in accordance with such other arrangement as may be approved, in writing, with the Local Planning Authority, following first use or first occupation of the development, and following the death of, or severe damage to the tree/s.

Reason - For the avoidance of damage to protected tree/s included within the landscaping scheme in the interests of visual amenity and the character and appearance of the area. This condition is required to be carried out prior to the commencement of any other development (unless it is an excluded operation) to ensure trees are protected early to ensure avoidance of damage or lost due to the development and/or its construction. If agreement was sought at any later stage there is an unacceptable risk of lost and damage to trees.

16. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT: LANDSCAPING SCHEME

No development shall take place (excluding operations consisting of the erection of temporary hoardings, contractors compound, site clearance and demolition works) until there has been submitted to and approved, in writing, by the Local Planning Authority a scheme of hard, soft and boundary treatment landscaping works for the site, which shall include any proposed changes in ground levels and also accurately identify spread, girth and species of all existing trees, shrubs and hedgerows on the site indicate to be retained on Underhill Tree Consultancy Tree Protection Plan ref UTC P04 TPP Rev E dated 27.11.18. The soft landscaping plan should include plant species, number, location and sizes of the proposed planting. The plans should clearly show the position of new fencing in relation to existing and proposed planting.

Reason - In the interests of visual amenity and the character and appearance of the area.

17. ACTION REQUIRED PRIOR TO FIRST OCCUPATION: LANDSCAPE MANAGEMENT PLAN

A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than small, privately owned, domestic gardens, shall be submitted to and approved, in writing, by the Local Planning Authority prior to the first occupation of the development. The landscape management plan shall be carried out in its entirety as approved in accordance with the

details and timescales in the plan and thereafter retained, unless otherwise agreed in writing by the Local Planning Authority.

Reason - To ensure the proper management and maintenance of the approved landscaping in the interests of amenity and the character and appearance of the area.

18. ACTION REQUIRED PRIOR TO FIRST USE OF ACCESS: HIGHWAYS - PROVISION OF VISIBILITY SPLAYS

Before the access is first used visibility splays shall be provided as shown on approved drawings under Section A above and thereafter retained and maintained in the specified form, unless otherwise agreed in writing by the Local Planning Authority.

Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.

Reason - To ensure vehicles exiting the access would have sufficient visibility to enter the public highway safely and vehicles on the public highway would have sufficient warning of a vehicle emerging in order to take avoiding action.

19. ACTION REQUIRED PRIOR TO COMMENCEMENT OF DEVELOPMENT - PRE COMMENCEMENT CONDITION: PROVISION OF ROADS & FOOTPATHS

Before the development is commenced (excluding operations consisting of the erection of temporary hoardings, contractors compound, site clearance and demolition works), details of the estate roads and footpaths, including layout, levels, gradients, surfacing and means of surface water drainage and a timetable for said works, shall be submitted to and approved in writing by the Local Planning Authority. The details agreed to satisfy this condition shall be implemented and completed in their entirety in accordance with the timetable agreed, unless otherwise agreed in writing by the Local Planning Authority.

Reason - To ensure that roads/footways are constructed to an acceptable standard. This condition is required to be agreed prior to the commencement of any development to ensure highway safety is secured early for both the development and construction phases. If agreement was sought at any later stage there is an unacceptable risk to highway and public safety and risk of cost to the developer if the details are not found acceptable.

20. SPECIFIC RESTRICTION ON DEVELOPMENT: PROVISION OF ROADS AND FOOTPATHS

No dwelling shall be first occupied until the carriageways and footways serving that dwelling have been constructed to at least basecourse level or better in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason - To ensure that satisfactory access is provided for the safety of residents and the public.

21. ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS TO ACCESS: HIGHWAYS - SURFACE WATER DISCHARGE PREVENTION DETAILS REQUIRED

Prior to the commencement of any works to the access, details shall be submitted to and approved in writing by the Local Planning Authority showing the means to prevent the

discharge of surface water from the development onto the highway. The approved scheme shall be carried out in accordance with a phased arrangement to be agreed, and shall be retained and maintained thereafter in its approved form, unless otherwise agreed in writing by the Local Planning Authority.

Reason - To prevent hazards caused by flowing water or ice on the highway.

22. **ACTON REQUIRED PRIOR TO FIRST OCCUPATION OF DEVELOPMENT: REFUSE BINS AND COLLECTION AREAS**

Prior to the first occupation of the development, the areas to be provided for storage of refuse/recycling bins and any associated collection areas shall be provided as per drawings 239 Bike and Bin Store Elevations and 200K Ground Floor Masterplan as hereby approved, in writing, by the Local Planning Authority. The approved areas shall be provided in accordance with a phased arrangement to be agreed prior to occupation of any of the residential units, and shall be retained thereafter for no other purpose.

Reason - To ensure that refuse/ recycling bins are not stored on the highway causing obstruction and dangers for other users.

23. **TRAVEL PACKS**

Not less than 3 months prior to the first occupation of any dwelling, details of a Residents Travel Pack shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highways Authority and shall include walking, cycling and bus maps, latest relevant bus timetable information, car sharing information, personalised Travel Planning and a multi-modal travel voucher. Within one month of the first occupation of each dwelling, the occupiers of each of the dwellings shall be provided with a Residents Travel Pack in accordance with the approved details.

Reason - In the interest of sustainable development as set out in the NPPF, and strategic objectives SO3 and SO6 of the Mid Suffolk Core Strategy Plan Document (2008) and Core Strategy Focused Review (2012)

24. **CONTRACTORS' VEHICLES**

Before the development is commenced (excluding operations consisting of the erection of temporary hoardings, contractors compound, site clearance and demolition works), details of the areas to be provided for the loading, unloading, manoeuvring and parking of vehicles including secure electric vehicle charging points and cycle storage shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out in accordance with a phased arrangement to be agreed, and shall be retained thereafter and used for no other purpose, unless otherwise agreed in writing by the Local Planning Authority.

Reason - In the interests of highway safety.

25. **ACTION REQUIRED PRIOR TO THE COMMENCEMENT OF DEVELOPMENT: CONSTRUCTION MANAGEMENT TO BE AGREED**

Prior to the commencement of development (excluding operations consisting of the erection of temporary hoardings) details of the construction methodology shall be submitted to and approved in writing by the Local Planning Authority and shall incorporate the following information:- a) Details of the hours of work/construction of the development

within which such operations shall take place and the hours within which delivery/collection of materials for the said construction shall take place at the site. b) Details of the storage of construction materials on site, including details of their siting and maximum storage height. c) Details of how construction and worker traffic and parking shall be managed. d) Details of any protection measures for footpaths surrounding the site. e) Details of any means of access to the site during construction. f) Details of the scheduled timing/phasing of development for the overall construction period. g) Details of any wheel washing to be undertaken, management and location it is intended to take place. h) Details of the siting of any on site compounds and portals. i) Details of the method of any demolition to take place, including the recycling and disposal of said materials resulting from demolition. The construction shall at all times be undertaken in accordance with the agreed methodology approved in writing by the Local Planning Authority.

Reason - To minimise detriment to nearby residential and general amenity by controlling the construction process to achieve the approved development. This condition is required to be agreed prior to the commencement of any development (unless it is an excluded operation) as any construction process, including site preparation, by reason of the location and scale of development may result adverse harm on amenity.

26. 1) The use of barriers to mitigate the impact of noisy operations will be used where feasible. This may include the retention of part(s) of the original buildings during the demolition process to act in this capacity.
- 2) No articulated vehicle or construction plant traffic connected with the demolition or construction works to arrive on site before 07:30 or leave after 19:00 (except in the case of emergency). Working hours to be restricted between 08:00 and 18:00 Monday to Friday, 08:00 - 13:00 Saturday with no working of any kind permitted on Sundays or any Public/Bank Holidays.
- 3) The selection and use of machinery to operate on site, and working practices to be adopted will, as a minimum requirement, be compliant with the standards laid out in the current version of BS 5228.
- 4) Mobile plant to be resident on site during all works shall be fitted with non-audible reversing alarms (subject to HSE agreement).
- 5) Prior to the commencement of any piling works which may be necessary a full method statement shall be agreed in writing for the piling method chosen and details of the techniques to be employed which minimise noise and vibration to nearby residents.
- Reason - to minimise detriment to nearby residential amenity

27. EMISSIONS

- 1) No materials produced as a result of the site development or clearance shall be burned on site.
- 2) All reasonable steps, including damping down site roads, shall be taken to minimise dust and litter emissions from the site whilst works of construction and demolition are in progress.
- 3) All bulk carrying vehicles accessing the site at all times shall be suitably sheeted to prevent nuisance from dust in transit.
- Reason - to minimise detriment to nearby residential amenity.

28. ACTION REQUIRED: AGREEMENT OF MEASURES TO IMPROVE SUSTAINABILITY OF DEVELOPMENT

No development shall commence above slab level (excluding operations consisting of the erection of temporary hoardings, contractors compound, site clearance and demolition works) until a scheme for the provision and implementation of water, energy and resource efficiency measures, during the operational phases of the development shall be submitted to and approved, in writing, by the Local Planning Authority. The scheme shall include a timetable for the implementation of the measures in relation to the occupancy of the development. The scheme shall be constructed and the measures provided and made available for use in accordance with such timetable as may be agreed.

Reason - To enhance the sustainability of the development through better use of water, energy and resources to reduce harm to the environment, and result in wider public benefit in accordance with the NPPF.

29. LIGHTING SCHEME

All external lighting on the site of the convenience goods retail unit shall be as specified and installed in accordance with the External Lighting Design & Assessment (Ingleton Wood, November 2018) submitted with the planning application and thereafter retained to the agreed specification, unless otherwise agreed in writing by the Local Planning Authority

Reason - To minimise any detriment to nearby residential amenity.

30. SPECIFIC RESTRICTION ON DEVELOPMENT: REMOVAL OF PERMITTED DEVELOPMENT RIGHTS

Notwithstanding Section 55 (2)(a)(ii) of the Town and Country Planning Act 1990 as amended and the provisions of Article 3, Schedule 2 Part 1 Classes A to E and H and Part 2 Class A of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order revoking and re-enacting that Order with or without modification):- no enlargement, improvement, insertion of new openings or other alteration of the dwelling house(s) (including loss of garages or car ports from their intended purpose) shall be carried out, no garage, car port, fence, gate, wall or any other means of enclosure, building or structure shall be erected, except pursuant to the grant of planning permission on an application made in that regard.

Reason - To enable the Local Planning Authority to retain control over the development in the interests of the amenity of the locality and to safeguard local distinctiveness.

31. RETAIL FLOORSPACE

The convenience goods retail unit hereby approved shall be limited to 511m² gross internal floorspace.

Reason - To enable the Local Planning Authority to retain control over the development in the interests of the amenity of the locality.

32. OPENING & DELIVERY HOURS

The hours of operation for the convenience goods retail unit to be as specified in the planning application form i.e. 07.00 to 22.00 Monday to Saturday and 10.00 to 16.00 Sundays and public holidays. All collections and deliveries shall be limited to take place between 08.00 to 19.00 Monday to Saturday and 09.00 to 16.00 Sundays and public holidays.

Reason - To minimise detriment to nearby residential amenity

33. **FIXED PLANT/MACHINERY**

No fixed plant and/or machinery associated with the convenience goods retail unit shall come into operation until the details of the fixed plant and machinery serving the unit, and any mitigation measures, are submitted to and approved in writing by the Local Planning Authority. The rating level of the sound emitted from the site shall not exceed 35 dBA at any time. The sound levels shall be determined by measurement or calculation at the nearest noise sensitive premises. The measurements and assessment shall be made according to BS 4142:2014. The approved levels shall be adhered to thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason - to protect the existing and future occupiers of noise sensitive dwellings from adverse impacts of fixed plant noise associated with the convenience goods retail unit.

34. **SOUND INSULATION - RETAIL UNITS**

A scheme of sound insulation between the convenience goods retail unit and the proposed residential properties above, to ensure that maximum noise levels from activity at the convenience goods retail unit do not exceed 35 dB LAmax shall be submitted to the Local Planning Authority and approved in writing. The recommendations within the Noise Assessment (Sharps Redmore October 2018) shall be implemented in full prior to the first occupation of those residential units.

Reason - to protect the future occupiers of noise sensitive dwellings from adverse impacts of fixed plant noise

35. **LIGHTING STRATEGY**

Prior to construction above ground level (excluding operations consisting of the erection of temporary hoardings, contractors compound, site clearance and demolition works) an External Lighting Strategy shall be submitted to the Local Planning Authority and approved in writing. The recommendations within the strategy shall be implemented in full prior to first occupation of the development.

Reason - To ensure that the publicly accessible areas of the development are appropriately lit.

36. **FOOTPATH FLOW RESTRICTORS**

Prior to first occupation, a scheme of footpath flow restrictors (or other measures as may be agreed) to pathways shall be submitted to the Local Planning Authority and approved in writing. The recommendations within the scheme shall be implemented in full prior to the first occupation of the development.

Reason - To reduce the opportunity to exit the development at speed.

37. **ACTION REQUIRED IN ACCORDANCE PRIOR TO OCCUPATION: FIRE HYDRANTS**

Prior to the first occupation of the site, details of the provision of fire hydrants shall be submitted to and approved, in writing, by the Local Planning Authority. The fire hydrants shall be provided in accordance with these details in their entirety and in accordance with the timetable as may be agreed.

Reason - To ensure the site is suitably served by fire hydrants.

38. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: AGREEMENT OF MATERIALS

No development/works shall be commenced above slab level (excluding operations consisting of the erection of temporary hoardings and contractors compound, site clearance and demolition works) until precise details of the manufacturer and types and colours of the external facing and roofing materials to be used in construction have been submitted to and approved, in writing, by the Local Planning Authority. Such materials as may be agreed shall be those used in the development and fully applied prior to the first use/occupation, unless otherwise agreed in writing by the Local Planning Authority.

Reason - To secure an orderly and well designed finish sympathetic to the character of the existing building(s) and in the interests of visual amenity and the character and appearance of the area.

39. ACTION REQUIRED IN ACCORDANCE WITH A SPECIFIC TIMETABLE: AGREEMENT OF LEVELS

Prior to the commencement of works in association with the dwellings and convenience goods retail unit hereby approved and/or any change in ground levels, (excluding operations consisting of the erection of temporary hoardings, contractors compound, site clearance and demolition works) details of existing and proposed levels of the site, finished floor levels and identification of any areas of cut or fill as measured from a fixed off site datum point shall be submitted to and approved, in writing, by the Local Planning Authority. The development shall be carried out in its entirety in accordance with the levels agreed, unless otherwise agreed in writing by the Local Planning Authority.

Reason - In order to secure a design in scale with development surrounding the site so as to protect the visual amenity of neighbouring properties and character of the area. This condition is required to be agreed prior to the commencement of works to buildings and/or ground levels (unless it is an excluded operation) as any construction process beyond this stage without this agreement risks having to be restarted resulting in delay and cost for the developer.

40. ACTION REQUIRED PRIOR TO COMMENCEMENT OF WORKS: PRE-COMMENCEMENT CONDITION: APPROVAL OF PHASING OF DEVELOPMENT

Before any development is commenced, (excluding operations consisting of the erection of temporary hoardings, contractors compound, site clearance and demolition works) a phasing plan for the carrying out of the component parts of the development shall be submitted to the Local Planning Authority for approval. The development shall be carried out in accordance with the approved phasing plan, unless otherwise agreed in writing by the Local Planning Authority.

Reason - To enable the Local Planning Authority to secure an orderly and well designed development provided in appropriate phases to ensure minimal detriment to residential amenity, the environment and highway safety prior to the commencement of such development, unless it is an excluded operation.

SUMMARY OF POLICIES WHICH ARE RELEVANT TO THE DECISION:

NOTES:

1. Statement of positive and proactive working in line with the National Planning Policy Framework (NPPF)

The proposal has been assessed with regard to adopted development plan policies, the National Planning Policy Framework and all other material considerations. The NPPF encourages a positive and proactive approach to decision taking, delivery of sustainable development, achievement of high quality development and working proactively to secure developments that improve the economic, social and environmental conditions of the area. While the applicant did not take advantage of the service, the Council provides a pre-application advice service prior to the submission of any application. The opportunity to discuss a proposal prior to making an application allows potential issues to be raised and addressed pro-actively at an early stage, potentially allowing the Council to make a favourable determination for a greater proportion of applications than if no such service was available.

2. PUBLIC RIGHTS OF WAY

Public footpaths 3 & 4 are recorded through the proposed development area & the grant of planning permission is separate to any consents that may be required in relation to Public Rights of Way, which would need to be obtained from the public Rights of way & Access Team at Suffolk County Council as the Highway Authority, Tel 0345 608 6071, www.suffolkpublicrightsofway.org.uk;

3. HIGHWAYS

The Highway Authority recommends that developers of housing estates enter into formal agreement with the Highway Authority under Section 38 of the Highways Act 1980 relating to the construction & adoption of Estate Roads.

4. The Applicant is required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and adoption of highway improvements, incorporating the specification of highway works, safety audit procedures, construction and supervision and inspection of the works, bonding arrangements, indemnity of the County Council regarding noise insulation and land compensation claims, commuted sums and changes to the existing street lighting and signing;

5. FIRE

The Fire Officer recommends that automatic fire sprinklers are installed to the residential & commercial properties;

6. FLOOD AND WATER MANAGEMENT

Works to any water courses require consent under Section 23 of the Land Drainage Act; Any discharge to a watercourse or groundwater to comply with the Water Environment (Water Framework Directive) (England & Wales) Regulations 2003; Any discharge of surface water to a watercourse that drains into an Internal drainage Board catchment is subject to payment of a surface water developer contribution;

Any works to lay new surface water drainage pipes underneath the public highway need a Section 50 license under the New Roads & Street Works Act.

7. WASTE MANAGEMENT

The applicant should ensure that:

The bin store for the flats off the High Street is sufficient to accommodate two sets of 1100L and 1 x 240l glass bin. The egress must be flush and a dropped curb on to the High Street so that manoeuvring wheeled bins is completed with ease;

The bin store for the flats off Hurstlea Road side has sufficient storage space for 3 sets of 1100l and a 240l glass bin, ensuring that there is a flush egress;

The development is suitable for a 32 tonne Refuse Collection Vehicle to manoeuvre around with wheeled bin presentation points are required to be plotted on a map.

Babergh and Mid Suffolk District Councils have adopted Community Infrastructure Levy (CIL) charging which affects planning permissions granted on or after 11th April 2016 and permitted development commenced on or after 11th April 2016. If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling or holiday let of any size your development may be liable to pay CIL and you must submit relevant documents to our Infrastructure Team telling us more about your development, who will pay CIL and when the development will start. You will receive advice on the amount you have to pay and what you have to do and you can find more information about CIL on our websites here:

[CIL in Babergh](#) and [CIL in Mid Suffolk](#) or by contacting the Infrastructure Team on: infrastructure@baberghmidsuffolk.gov.uk

This relates to document reference: DC/18/05104

Signed: Philip Isbell

Dated:

**Chief Planning Officer
Sustainable Communities**

Important Notes to be read in conjunction with your Decision Notice

Please read carefully

This decision notice refers only to the decision made by the Local Planning Authority under the Town and Country Planning Acts and DOES NOT include any other consent or approval required under enactment, bylaw, order or regulation.

Please note: depending upon what conditions have been attached to the decision, action may be required on your part before you can begin your development. Planning conditions usually require that you write to the Local Planning Authority and obtain confirmation that you have discharged your obligations. You should read your decision notice in detail and make a note of the requirements placed on you by any conditions. **If you proceed with your development without complying with these conditions you may invalidate your permission and put your development at risk.**

Discharging your obligations under a condition:

You should formally apply to discharge your conditions and the relevant application forms are available on the Council's website. The Local Planning Authority has 8 weeks to write to you after you submit the details to discharge your conditions. You should always account for this time in your schedule as the Local Planning Authority cannot guarantee that conditions can be discharged quicker than this. A fee is applicable for the discharge of planning conditions.

Building Control:

You are reminded that the carrying out of building works requires approval under the Building Regulations in many cases as well as a grant of planning permission. If you are in doubt as to whether or not the work, the subject of this planning permission, requires such approval, then you are invited to contact the Building Control Section of Babergh and Mid Suffolk District Councils.

Appeals to the Secretary of State

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or consent, or to grant permission or consent subject to condition, they may appeal to the Secretary of State for Communities and Local Government. The applicant's right of appeal is in accordance with the appropriate statutory provisions which follow:

Planning Applications: Section 78 Town and Country Planning Act 1990

Listed Building Applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1990

Advertisement Applications: Section 78 Town and Country Planning Act 1990
Regulation 15

Town and Country Planning (Control of Advertisements) Regulations 2007

Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within six months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or online at <https://www.gov.uk/government/publications/modelnotification-notice-to-be-sent-to-an-applicant-when-permission-is-refused>

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he/she will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him/her that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by it, having regard to the statutory requirements*, to the provisions of the Development Order, and to any directions given under the Order. The Secretary of State does not in practice refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him/her.

2. If permission or consent to develop land or carry out works is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use by the carrying out of any development or works which has been or would be permitted they may serve on the Council of the district in which the land is situated, a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990 or Section 32 Planning (Listed Buildings and Conservation Areas) Act 1990.

*The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70 and 72(1) of the Act.

THIRD SCHEDULE
COVENANTS FROM THE OWNER TO THE DISTRICT COUNCIL

Part 1
AFFORDABLE HOUSING

1. Notices

- 1.1. The Owner shall give to the Enforcing Authority written notice of the Commencement of the Development within seven (7) days of Commencement.
- 1.2. The Owner shall give to the Enforcing Authority not less than two (2) months' written notice of the anticipated date for the first Occupation of the first Dwelling to be occupied.
- 1.3. The Owner shall give the Enforcing Authority not less than two (2) months' written notice of the anticipated date of the practical completion of the Retail Unit.
- 1.4. The Owner shall give to the Enforcing Authority not less than seven (7) days' written notice following:
 - 1.4.1. the date of the first Dwelling to be Occupied for the first time;
 - 1.4.2. the date of the first Market Housing Unit to be Occupied for the first time;
 - 1.4.3. the date when 50% of the Market Housing Units are to be Occupied for the first time;
 - 1.4.4. the date of the practical completion of the Retail Unit; and
 - 1.4.5. the Completion of the Development.

2. Owner's obligation to construct Affordable Housing Units

- 2.1. Having given notice under paragraph 1.1 of this Schedule the Owner shall nominate a Registered Provider. The Owner may Commence Development while this process is ongoing.
- 2.2. Unless otherwise agreed in writing the Owner shall endeavor to agree with the District Council on the identity of the Registered Provider to which the Affordable Housing Units are to be transferred prior to Commencement of Development. The Owner shall not Occupy or permit Occupation of any Market Housing Units until the identity of the Registered Provider has been agreed with the District Council (such approval not to be unreasonably withheld or delayed).
- 2.3. The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission, to a standard of construction which meets the Nationally Described Space Standard and to the minimum specifications detailed in the table below in which references to

plots are to those shown on plan labelled job number 238094 with drawing number 965 revision A and in no other positions without the prior written approval of the District Council.

<i>Plot Number(s)</i>	<i>Type</i>	<i>Size</i>	<i>Number of Bedrooms</i>	<i>Number of persons</i>
7.04	House	78sqm	2	4
7.05	House	78sqm	2	4
7.06	House	78sqm	2	4
10.1.1	Apartment	70sqm	2	4
10.1.2	Apartment	50sqm	1	2
10.1.3	Apartment	70sqm	2	4
10.1.4	Apartment	61sqm	2	3
10.1.5	Apartment	61sqm	2	3
10.1.6	Apartment	61sqm	2	3
10.1.7	Apartment	70sqm	2	4

- 2.4. The Owner covenants that the Affordable Housing Units shall only be Occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the District Council is a party or chosen pursuant to the Nominations Agreement which confers nomination rights on the District Council unless otherwise agreed by the District Council in writing or in accordance with the Government's Help to Buy Agency requirements.
- 2.5. The Owner shall not Occupy or permit Occupation of more than fifty per cent [50%] of the Market Housing Units until (unless otherwise agreed in writing):
- 2.5.1. the Affordable Housing Units identified by plot numbers 7.04, 7.05, and 7.06 have been constructed in accordance with the Planning Permission and are ready for residential Occupation and have been transferred to the Registered Provider and written notification of such has been sent to the District Council; or
- 2.5.2. Contracts have been exchanged with a Registered Provider for the transfer of the Affordable Housing Units with obligations to secure delivery of those plot numbers identified at 2.5.1 of the Affordable Housing Units in accordance with the Planning Permission prior to the Occupation of fifty per cent [50%] of the Market Housing Units and written notification of such has been sent to the District Council.
- 2.6. The Owner shall ensure the construction of the remaining Affordable Housing Units identified by plot numbers 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6 and 10.1.7 prior to first Occupation of the Retail Unit.
- 2.7. Not to Occupy fifty per cent (50%) of the Market Housing Units unless and until the Retail Unit is ready for Occupation.

2.8. The Owner shall not Occupy or permit Occupation of any of the Affordable Housing Units for any purpose other than as Affordable Housing.

3. Future use of Affordable Housing Units

3.1. The Owner covenants that any transfer of land on which any of the Affordable Housing Units has been constructed to a Registered Provider shall be:

3.1.1. with vacant possession;

3.1.2. free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);

3.1.3. subject to a grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;

3.1.4. subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation use, maintenance and management of the Development;

3.1.5. subject to a covenant to enter into a nomination agreement substantially in the form of the agreement contained in the Fifth Schedule with the District Council within three (3) months the date of the land is transferred from the Owner to the Registered Provider;

3.1.6. subject to a covenant that the Registered Provider shall include a pre-emption provision in its own favour in any transfer of an Affordable Housing Unit from the said Registered Provider to the owner or tenant of an Affordable Housing Unit; and

3.1.7. subject to a covenant that the Registered Provider shall use all capital receipts from the sale of Affordable Housing Units only for the purpose of providing Affordable Housing.

3.2. The obligations and restrictions contained in paragraph 3 of this Schedule 3 shall not bind:

3.2.1. a Chargee who has complied with the provisions of paragraph 4 of this Schedule 3;

3.2.2. any Affordable Housing Unit purchased by a tenant through Social Homebuy funded pursuant to Section 19(3) Housing and Regeneration Act 2008 or a voluntary grant scheme pursuant to Section 21 Housing Act 1996 or any replacement of said schemes; or

3.2.3. any person or body deriving title through or from any other parties mentioned in this paragraph 3.2.

4. Chargee's Duty in relation to Affordable Housing Units

4.1. Any Chargee shall prior to seeking to dispose of any Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge give prior written notice to the Enforcing Authority of its intention to dispose.

4.2. If notice is given pursuant to paragraph 4.1 of this Schedule the following provisions shall apply:

4.2.1. In the event that the Enforcing Authority responds within three (3) months from receipt of a notice given pursuant to paragraph 4.1 and indicates that (a) arrangements for the transfer of any of the Affordable Housing Units can be made in such a way as to safeguard it/them as Affordable Housing Units and (b) that such a transfer would take place within six (6) months from the Enforcing Authority's response under this sub-paragraph then the Chargee shall co-operate with the District Council and shall make reasonable arrangements and use reasonable endeavours to secure such a transfer.

4.2.2. If the Enforcing Authority doesn't respond to a notice given pursuant to paragraph 4.1 within three (3) months then the Chargee shall be entitled to dispose of any of the Affordable Housing Units free from the restrictions set out in clauses 2 and 3 of this Schedule 3 which shall cease to apply to any of the Affordable Housing Units concerned from the time the disposal completes.

4.2.3. If the Enforcing Authority has responded in accordance with paragraph 4.2.2 but cannot secure the transfer therein described within two (2) months of its response then provided the Chargee has complied with its obligations in this Schedule the Chargee shall be entitled to dispose of any of the Affordable Housing Units free of the restrictions set out in clauses 2 and 3 which shall cease to apply to any of the Affordable Housing Units from the time the disposal completes.

4.3. For the avoidance of doubt the rights and obligations in paragraphs 4.1 and 4.2 shall not require a Chargee to act contrary to its duties and rights under the charge or mortgage and the District Council must give reasonable consideration to protecting the interests of the Chargee in respect of monies outstanding under the charge or mortgage.

Part 2

Public Open Spaces

5.1 not to use or permit or suffer the Public Open Spaces, or any part of it to be used

other than for the purposes of amenity and recreation in perpetuity.

5.2 at its own cost to maintain and manage the Public Open Spaces to an appropriate standard commensurate with their character and function in keeping with that expected of such an area

5.3 to maintain a permissive footpath between 131 and 133 High Street to ensure public access to the Site such footpath to be accessible 24 hours a day.

FOURTH SCHEDULE

Enforcing Authority Obligations

Part 1

Covenants by the County Council acting as Enforcing Authority

The County Council covenants with the Owner as follows:

In the event that any financial contribution payable under this Deed is paid to the County Council in its capacity as Enforcing Authority it will hold those contributions in an interest bearing account and pass any such contributions due to the District Council within 28 days of receipt;

Part 2

Covenants by the District Council with the County Council

The District Council covenants with the County Council as follows:

1. to indemnify the County Council against all costs claims and demands in connection with its obligations in this Deed as Enforcing Authority including but not limited to monitoring compliance where requested and enforcement of any obligations breached
2. to accept payment of any financial contribution and deposit the same into an interest-bearing account.
3. to apply the financial contributions and any interest accrued in accordance with the obligations contained in this Deed