

DATE 21 July 2021

- (1) MID SUFFOLK DISTRICT COUNCIL
- (2) SUFFOLK COUNTY COUNCIL
- (3) BELLWAY HOMES LIMITED
- (4) LANSBURY DEVELOPMENTS LIMITED

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

Relating to
Land at Gun Cotton Way, Stowmarket

This Deed is made the 21st day of July 2021

BETWEEN:

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (“**the District Council**”)
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (“**the County Council**”)
- (3) **BELLWAY HOMES LIMITED** (Company Registration Number: 00670176) whose registered office is at Woosington House, Woosington, Newcastle upon Tyne, NE13 8BF (“**the Owner**”)
- (4) **LANSBURY DEVELOPMENTS LIMITED** (Company Registration Number: 9317653) whose registered office is at Prospect House, Elm Farm Park, Great Green, Thurston, Bury St Edmunds, IP31 3SH (“**the Chargee**”)

Together “**the Parties**”

INTRODUCTION

1. The District Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
2. The County Council is the local highway authority (except for trunk roads) and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
3. The Chargee has a registered charge dated 2nd March 2021 over that part of the Site registered with the Land Registry under title number SK361874.
4. The ownership and other interests in the Site are as set out in the First Schedule.
5. The Owner submitted the Application to the District Council for the Development and the District Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
6. The District Council and the County Council consider and the Owner acknowledges 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.

7. The District Council in resolving to approve the Application is 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

For the purposes of this Deed the following expressions shall have the following meanings:

“Act”	the Town and Country Planning Act 1990 (as amended)
“Affordable Housing”	subsidised housing that will be available to persons who cannot afford to buy or rent housing generally available on the open market as defined in the National Planning Policy Framework (“NPPF”) . Affordable housing should include provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision.
“Affordable Housing Contribution”	means the sum of £3,538,401.25 (three million five hundred and thirty eight thousand four hundred and one pounds and twenty five pence)
“Affordable Housing Nomination Agreement”	an agreement substantially in the form set out in Schedule 8 (subject to such amendments as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and “Nomination Agreement” shall have the same meaning

“Affordable Housing Plan”	means the plan attached to this Deed at Schedule 7
“Affordable Housing Scheme”	means the affordable housing scheme shown on the Affordable Housing Plan and the Affordable Housing Table as submitted with the Application detailing the plots, bedrooms, size and tenure of the Affordable Housing Units
“Affordable Housing Table”	shall mean the table set out in the Affordable Housing Plan
“Affordable Housing Units”	means forty nine (49) Dwellings to be provided on the Site pursuant to the Planning Permission as Affordable Housing in accordance with the Affordable Housing Scheme and unless otherwise agreed by the Council will consist of twenty five (25) Affordable Rented Units to be occupied with the Choice Based Letting Scheme and twenty four (24) Shared Ownership Dwellings to be occupied for Help to Buy being approximately 35 percent of the Dwellings
“Affordable Rented Units”	means housing made available by a Registered Provider as low cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable
“Application”	the application for planning permission to develop the Site in accordance with the application plans and other materials deposited with the District Council validated on 15 October 2020 and bearing the District Council’s reference number DC/20/04723

“BCIS Index”

the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the County Council and the Owner

“BCIS Indexed”

the increase in any sum referred to in Schedule 3 and Schedule 4 (save where such sum is defined as RPI Indexed) to be calculated in accordance with clause 11 of this Deed

“Chargee of the Registered Provider”

any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed by such mortgagee or chargee under its security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator

“Commencement of Development”

means the first carrying out of a material operation (as defined in Section 56(4) of the Act) in relation to the Development of the Planning Permission other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, 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; construction of temporary site compound and temporary marketing suite; erection of any temporary means of enclosure and the temporary

display of site notices or advertisements and “Commence” and “Commencement” and “Commence Development” shall be construed accordingly

“Completion of Development” means the date that the last Dwelling is first Occupied

“Development” the development of the Site for the erection of 141 Dwellings as set out in the Application and in accordance with the Planning Permission

“Dwelling” a dwelling (including a house flat or bungalow and including Affordable Housing Units and Market Housing Units) to be constructed pursuant to the Planning Permission and “Dwellings” shall be construed accordingly

“Early Years Contribution” means the sum of two hundred and sixty six thousand six hundred and four pounds (£266,604) BCIS Indexed to be paid by the Owner to the County Council to be used towards the provision of new early years setting build cost at Ashes Farm in accordance with local plan policy LA035

“Homes England” Homes England ‘Homes England’ means the non-departmental public body responsible for creating thriving communities and funding new affordable homes in England or such other organisation as may from time to time take on those functions

“Interest” interest at four (4) per cent above the base lending rate of the Bank of England from time to time

“Land Management Scheme” means the scheme for the provision and future management and maintenance of landscaping within the Site attached at Schedule 9

“Market Housing Units”	those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units
“Market Rent”	means market rent as defined in the latest edition of the Red Book and certified by a member of the Royal Institution of Chartered Surveyors
“Market Value”	means the market value as defined by the Red Book or any replacement volume
“Notice of Actual Commencement”	notice in writing to advise of the actual Commencement Date
“Notice of Expected Commencement”	notice in writing to advise of the expected Commencement Date
“Occupation”	occupation for the purposes permitted by the Planning Permission 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
“Offer Period”	a period of six months commencing no later than Commencement of the Development
“Open Market Value”	means the Market Value of the Affordable Housing Units but on the assumption that the Affordable Housing Units can be sold on the open market without restriction on price, tenure, ownership or occupation free from the implications contained in this Deed and assuming that the Affordable Housing Unit is newly completed decorated and equipped and ready in all respects for first residential occupation and which shall be evidenced by the provision of valuations from

three suitably qualified valuers who are independent and not employed by the Owner

“Plan ”

means the plan annexed to this Agreement and marked on the Plan

“Planning Obligation 1”

means the Planning Agreement dated 18th December 2018 made between Mid Suffolk District Council (1), Suffolk County Council (2), Lansbury Developments Limited (3) and Hilary Gwynth Haydon (4) in relation to the part of the Site marked 2 in blue on the Plan

“Planning Obligation 2”

means the Planning Agreement dated 5th January 2018 made between Mid Suffolk District Council (1), Suffolk County Council (2) and Hilary Gwynth Haydon (3) in relation to the part of the Site marked 1 in blue on the Plan

“Planning Permission”

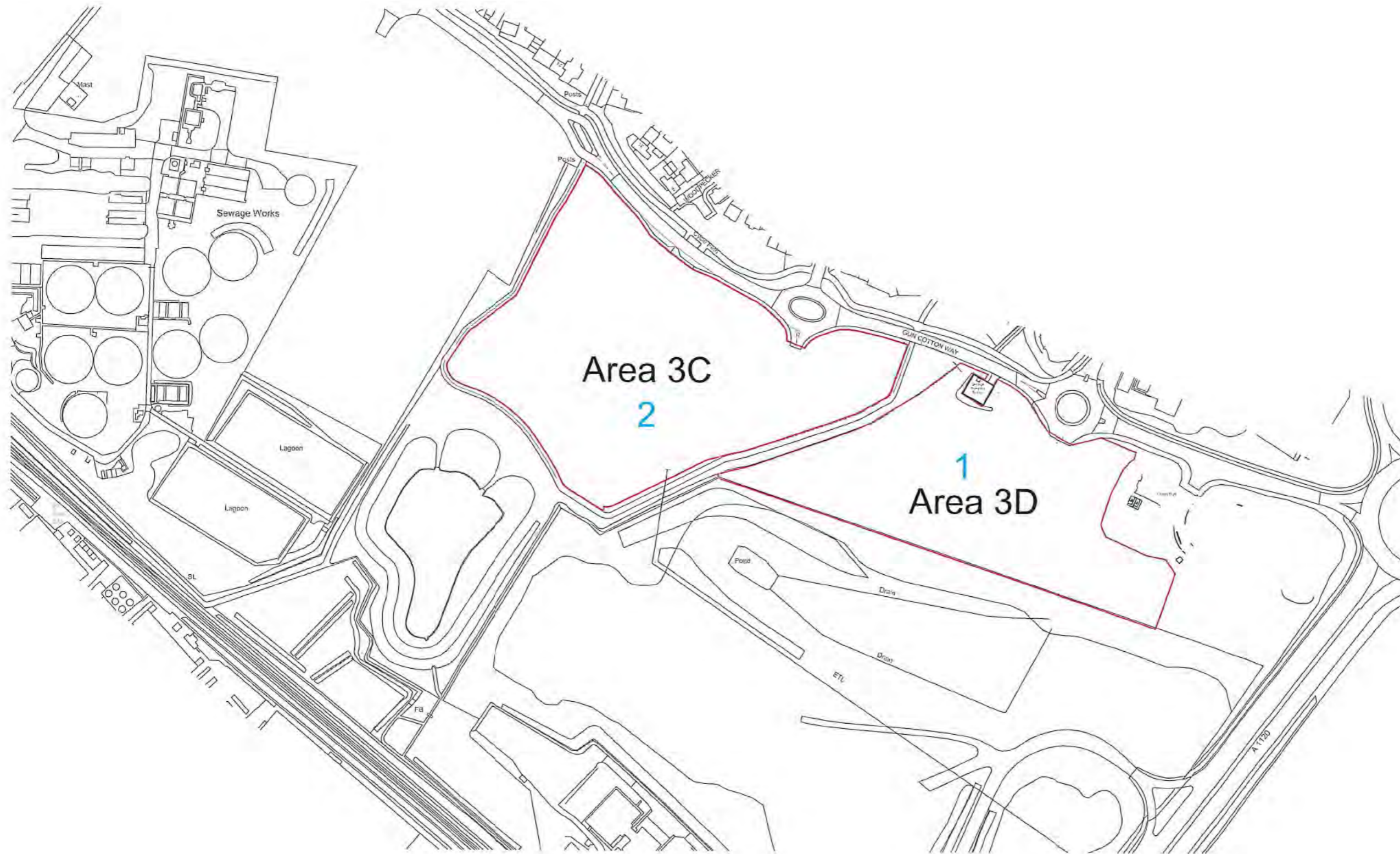
the full planning permission as may be granted by the District Council pursuant to the Application such planning permission to be substantially in the form contained in the Second Schedule or if the District Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development

“Planning Permission 1”

means the planning permission dated 19th December 2018 under reference number DC/18/01163 in relation to the part of the Site marked 2 in blue on the Plan

“Planning Permission 2”

means the planning permission dated 7th December 2017 under reference number 4556/16 in relation to the part of the Site marked 1 in blue on the Plan



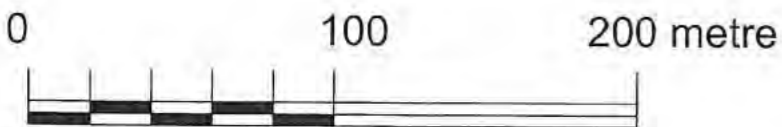
Bellway

Bellway Homes Essex,
Bellway House,
1 Cunard Square,
Chelmsford,
Essex,
CM1 1AQ.
Tel: 01245 259989
Fax: 01245 259998

Project:-
Areas 3C & 3D
Stowmarket,
Suffolk

Description:-
Plan 1

Date:- Apr 2021	Drawing Scale:- 1-500 @ A0
Drawing number:- BW225-PL-10_Plan 1_rev00	Revision:-



“Practical Completion”

issue of a certificate of practical completion by the Owner’s architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect or project manager

“Primary Education Travel Contribution”

means the sum of ninety six thousand four hundred pounds (£96,400) RPI Indexed paid by the Owner to the County Council to be used towards the provision of free travel facilities to students of Trinity Church of England Voluntary Aided Primary School who live at the Site

“Protected Person”

any person who has:

- (a) exercised the right to acquire pursuant to the Housing and Regeneration Act 2008;
- (b) exercised the right to acquire pursuant to any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit and;
- (c) any person who has staircased the equity in their Shared Ownership Dwelling to 100% and;
- (d) any successor in title to a)-c) above

“Red Book”

means the RICS Valuation – Global Standards 2017 (the Red Book) or such other document amending, consolidating or replacing it

“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 Homes England under Chapter 3 of that act

“Reptile Mitigation Strategy”	means the Reptile Mitigation Strategy in Schedule 9
“Residential Travel Plan”	means a long term plan which is to improve access to the Site and reduce single occupancy private car usage in favour of more sustainable modes of travel, which reflects national and local policies such plan to be in a form agreed between the Owner and the County Council in accordance with the provisions of Paragraph 3.1 of Schedule 4 of this Deed
“Residential Travel Welcome Pack”	means information on home shopping services, public transport information, pedestrian and cycle route map(s), information on how to obtain a personal travel plan and other details as set out under the terms of the Residential Travel Plan
“RPI Index”	means the “All Items” index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Parties
“RPI Indexed”	means the increase in any sum referred to in this Deed as RPI Indexed by an amount equivalent to the increase in the RPI Index to be calculated in accordance with Clause 11 of this Deed
“RTA Purchaser”	means a former tenant of an Affordable Housing Unit who purchases the Affordable Housing Unit under the right to buy under Part V of the Housing Act 1985 or pursuant to the right to acquire under the Housing and Regeneration Act 2008 or any

similar or substitute statutory rights in force from time to time

“Shared Ownership Dwellings”

Dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed Eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in the Homes England capital funding guide

“Shared Ownership Lease”

a lease or sub-lease of a Shared Ownership Dwelling granted at a premium whereby a minimum of 10% (ten percent) and maximum of 70% (seventy percent) on first purchase of the equitable interest is paid by the tenant on completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates

“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 Plan

“Travel Plan Coordinator”

means the person or body appointed under the provisions of the Residential Travel Plan to manage, review and monitor the said plans and having the appropriate skills, budgetary provision and resources to produce and update and implement the Residential Travel Plan

“Travel Plan Evaluation and Support Contribution”

means an annual payment of Nine-hundred and ninety-five pounds (£995) RPI Indexed and paid in accordance with the requirements of Schedule 4

“Travel Plan Notice”	a notice in writing served on the Owner specifying the breach of the Residential Travel Plan that has occurred and the steps required within twenty eight (28) days to remedy the said breach
“Travel Plan Remedial Measures Notice”	a notice in writing served on the Owner by the County Council where the Owner in the opinion of the County Council acting reasonably has failed to meet one or more of the targets identified in the Residential Travel Plan specifying the remedial travel plan measures and/or actions reasonably required to be taken by the Owner to remedy the failed targets
“Wildlife Management Scheme”	means a scheme for the protection of and for the future management and maintenance of the Wildlife Protection Area including where appropriate provision for the transfer of the Wildlife Protection Area into a management company and for the adequate funding of that management company as attached at Schedule 9
“Wildlife Protection Area”	means the area to the western section of the Site marked green on Plan 2 attached to Planning Obligation 2

2 CONSTRUCTION OF THIS DEED

- 2.1** Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph 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 as 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

against each individually insofar as such obligation relates to land within such party's ownership unless there is an express provision otherwise

- 2.5** Any reference to an act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it
- 2.6** References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions
- 2.7** Where this Deed requires a plan or strategy or other document to be submitted to the District Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document
- 2.8** References to a "Plan" or "Drawing" in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Owner, the District Council and the County Council
- 2.9** Except as provided in Clause 2.10, none of the covenants contained in this Deed on the part of the Owner shall be enforceable against:-
- 2.9.1** those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves, their lessees or tenants of the Dwellings; or
- 2.9.2** any statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
- 2.10** The Obligations contained in paragraph 3 of the Third Schedule shall remain enforceable against Occupiers of the Affordable Housing Units.
- 2.11** The headings are for reference only and shall not affect construction
- 2.12** Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3 LEGAL BASIS

- 3.1** This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers
- 3.2** The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the County Council as appropriate as local planning authorities against the Owner or its successors in title

3.3 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed between the Parties in the form of a deed

3.4 This Deed is a local land charge and upon completion shall be registered by the District Council as such

4 **CONDITIONALITY**

4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development

save for the provisions of Clauses 3.4, 7.3, 7.4, 7.10, 9, 12, 14, 15, 16, 17 and 18 which shall come into effect immediately upon completion of this Deed

4.2 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

4.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings;

4.2.2 if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full

4.3 Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used), the following provisions will apply:

4.3.1 proceedings by way of judicial review are concluded:

4.3.1.1 when permission to apply for judicial review has been refused and no further application can be made;

4.3.1.2 when the court has given judgement in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or

4.3.1.3 when any appeal(s) is or are finally determined.

4.3.2 proceedings under Section 288 of the Act are concluded:

4.3.2.1 when the court has given judgement in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

4.3.2.2 when any appeal(s) is or are finally determined.

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the District Council as set out in the Third Schedule

5.2 The Owner covenants with the County Council as set out in the Fourth Schedule

6 THE DISTRICT COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS

6.1 The District Council covenants with the Owner as set out in the Fifth Schedule

6.2 The County Council covenants with the Owner as set out in the Sixth Schedule

7 MISCELLANEOUS

7.1 The Owner shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the District Council and or the County Council to have access to any part of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein

7.2 The Owner agrees declares and covenants both with the District Council and County Council to observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the District Council and/or the County Council (as appropriate) for any expenses or liability arising to the District Council and the County Council in respect of breach by the Owner or any obligation contained herein save to the extent that any act or omission of the District Council and the County Council its employees or agents has caused or contributed to such expenses or liability

7.3 The Owner covenants to pay to the District Council on completion of this Deed the proper and reasonable legal costs of the District Council incurred in the negotiation preparation and execution and completion of this Deed

7.4 The Owner covenants to pay to the County Council the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution and completion of this Deed together with one thousand two hundred and thirty six pounds (£1236) towards the costs of reporting and monitoring the obligations contained in this Deed prior to the completion of this Deed

7.5 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the District Council or the County Council under the terms of this Deed such

approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the District Council by the Professional Lead - Growth and Sustainable Planning and on behalf of the County Council by the Director of Resource Management or officer acting under his hand

- 7.6** Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall, on application by the Owner, forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.7** Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.8** This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 7.9** No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or part of the Site to which the breach relates save for an interest arising only from the grant or reservation of an easement or similar right or the benefit of any restrictive covenant in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.10** Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 7.11** The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived
- 7.12** Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the District Council or the County Council
- 7.13** Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities
- 7.14** The Owner covenants and warrants to the District Council and the County Council that it has full power to enter into this Deed and save for the Chargee there is no other person having a charge over or any other interest over that part of the Site

7.15 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities

7.16 The Owner covenants and warrants to the District Council and the County Council that it has full power to enter into this Deed and there is no other person having a charge over or any other interest over that part of the Site registered with the Land Registry under title number SK371575 and SK361874 other than the Chargee

8 WAIVER

No waiver (whether expressed or implied) by the District Council, the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council, County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

9 CHANGE IN OWNERSHIP

The Owner agrees with the District Council and the County Council to give each of them independently written notice of any transfer in ownership of its freehold interest in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like

10 RIGHT OF ENTRY

At all times on not less than twenty-four (24) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the District Council or the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

10.1 such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Site)

10.2 such entry shall be effected between 08.00 and 17.00 on any Working Day

10.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary

10.4 such employee or agent may take photographs measurements and levels

10.5 such employee or agent may not remain on the Site for longer than is reasonably necessary for carrying out a proper inspection

10.6 such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety

11 INDEXATION

Any sum referred to in Schedules 3 and 4 (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index or RPI Index (as the context applies) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

11.1 A is the sum payable under this Deed;

11.2 B is the original sum calculated as the sum payable;

11.3 C is the BCIS Index or RPI Index (as the context applies) for the month two (2) months before the date on which the sum is payable;

11.4 D is the BCIS Index or RPI Index (as the context applies) for the month two (2) months before the date of this Deed; and

11.5 C/D is greater than 1.

12 VAT

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

13 INTEREST

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment.

14 NOTICES

14.1 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 14.2

14.2 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	Chief Planning Officer – Growth and Sustainable Planning Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
The Owner	Managing Director – Bellway Homes Limited (Eastern Counties Division) Bellway Homes Limited 3 Percy Road Huntingdon Cambridgeshire PE29 6SZ
The Chargee	Managing Director – Lansbury Developments Limited, Prospect House, Elm Farm Park, Great Green, Thurston, Bury St Edmunds, IP31 3SH

14.3 Any notice or other written communication to be given by either the District Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council or the County Council by a duly authorised officer of the District Council or the County Council as appropriate

15 DISPUTE RESOLUTION

15.1 Except where otherwise expressly provided for within this Deed, the Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the Parties who have authority to settle the same.

15.2 If a dispute or difference arises between the Parties to this Deed in respect of a matter contained in this Deed such dispute or difference may be referred to an independent and suitable person holding appropriate professional qualifications and with at least 10 years' experience in the subject matter of the dispute or difference appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of manifest error and any costs shall be payable by the Parties to the dispute in such proportions as the expert shall determine and failing such determination shall be borne by the Parties in equal shares.

15.3 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 16.2 or as the appropriateness of the professional body then such question may be referred by either party to the president of the time being of the Law Society for him to appoint a solicitor to determine such dispute such solicitor acting as an expert and his decision shall be final and binding on all Parties in the absence of manifest error and his costs shall be

payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares.

15.4 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant Parties together with written reasons for the decision within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

15.5 The expert shall be required to give notice to each of the said Parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting materials and the other party will be entitled to make a counter written submission within a further ten working days.

15.6 The provisions of this clause 15 shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing any covenant or obligation contained within this Deed and for consequential and interim orders and relief.

16 SATISFACTION OF ANY OF THE TERMS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the District Council and/or the County Council for a certificate to that effect and upon the District Council and/or the County Council being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied and upon the payment by the Owner of the District Council's and/or the County Council costs (as appropriate) in issuing the certificate, the District Council and/or the County Council shall forthwith issue a certificate to such effect

17 COMMUNITY INFRASTRUCTURE LEVY

The Parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Deed are (a) necessary to make the Development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the Development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application

18 CHARGE

18.1 The Chargee hereby consents to the execution of this Agreement and acknowledges that that part of the Site to which they have an interest shall be bound by the obligations and restrictions contained in this Agreement

18.2 The Chargee will not be liable in respect of any breach of the matters contained in this Agreement unless it is entered into possession of the Site or has appointed a receiver or has implemented the power of sale.

19 JURISDICTION

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

20 DELIVERY

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

21 COUNTERPARTS

This Deed may be executed in a number of separate identical counter-parts which on completion shall be construed together as one Deed.

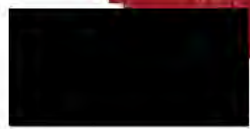
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED ON THE DAY AND YEAR FIRST BEFORE WRITTEN

THE COMMON SEAL OF)
MID SUFFOLK DISTRICT COUNCIL)
was affixed in the presence of:)

Authorised Officer

THE COMMON SEAL OF)
SUFFOLK COUNTY COUNCIL)
was affixed in the presence of:)

Authorised Officer



EXECUTED as a Deed by)
BELLWAY HOMES LIMITED)
acting by two directors or a)
director and the company secretary)

.....
Director

.....
Director/Secretary

EXECUTED as a Deed by)
LANSBURY DEVELOPMENTS LIMITED)
acting by)

.....
Director

.....
Director **OR** Secretary

SCHEDULE 1

Part 1

Freehold Interests

The Owner is the freehold owner of that part of the Site registered at the Land Registry with Title Absolute under Title Number SK406662 and Title Number SK361874 both together are the Site and as shown edged red on the Plan

Part 2

Description of the Site

- (a) Freehold land to the South of Gun Cotton Way, Stowmarket IP14 5EP within registered title number SK406662 shown edged red for identification only on the Plan and marked 1 in blue thereon.
- (b) Freehold land to the South of Gun Cotton Way, Stowmarket, IP14 5EP within registered title number SK361874 shown edged red for identification purposes only on the Plan and marked 2 in blue thereon.

SCHEDULE 2

DRAFT PLANNING PERMISSION

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:

Strutt And Parker
Coval Hall
Rainsford Road
Chelmsford
Essex
CM1 2QF

Applicant:

Bellway Homes Ltd (Eastern Counties)
C/o Agent

Date Application Received: 15-Oct-20

Application Reference: DC/20/04723

Date Registered: 15-Oct-20

Proposal & Location of Development:

Full Planning Application - Residential Development of No141 dwellings (49 affordable dwellings) with associated access, landscaping amenity space and parking.

Site 3C And 3D Land South Of, Gun Cotton Way, Stowmarket, Suffolk

Section A – Plans & Documents:

This decision refers to drawing no./entitled BW225-LP-01 received 15/10/2020 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:

Defined Red Line Plan BW225-LP-01 - Received 15/10/2020
Proposed Plans and Elevations BW225-HT-12-01 Scriviner - Received 15/10/2020
Parking Layout BW225-PL-04 E - Received 17/03/2021
Proposed Site Plan BW225-PL-02 Z - Received 17/03/2021
Proposed Site Layout Plan BW225-PL-03 E - Received 17/03/2021
Refuse Plan BW225-PL-05 C - Received 17/03/2021
Sustainability Plan BW225-PL-08 C - Received 17/03/2021
Proposed Plans and Elevations BW225-APT-01-01 B - Received 18/01/2021
Proposed Plans and Elevations BW225-APT-02-01 B - Received 18/01/2021
Proposed Plans and Elevations BW225-APT-02-02 B - Received 18/01/2021
Proposed Plans and Elevations BW225-BS-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-GR-01 SG1 and SG2 00 - Received 18/01/2021

Proposed Plans and Elevations BW225-GR-02 SG3 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-GR-03 DG1 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-00-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-01-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-02-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-03-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-04-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-05-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-06-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-07-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-08-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-09-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-10-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-10a-02 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-11-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-11a-02 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-13-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-14-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-15-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-16-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-17-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-18-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-19-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-20-01 00 - Received 18/01/2021
Proposed Plans and Elevations BW225-HT-21-01 00 - Received 18/01/2021
BW225-SS-01 00 - Received 18/01/2021
Materials Schedule BW225-PL-06 F - Received 27/05/2021
Proposed Landscaping Plan PR188-02 C - Received 26/03/2021
Proposed Landscaping Plan Landscape Masterplan PR188-01H(LSCPMSTPLAN - Received
13/04/2021

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 three years 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

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. Such development hereby permitted shall be carried out in accordance with any Phasing Plan approved under Section A, or as necessary in accordance with any successive Phasing Plan as may subsequently be approved in writing by the Local Planning Authority prior to the commencement of development pursuant to this condition.

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

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

Before any development is commenced, a scheme for the carrying out of the development in successive phases shall be submitted to the Local Planning Authority for approval. No development forming part of any phase other than the first, of any scheme subsequently approved in writing, shall be commenced until 75% of the development in the preceding phase has been occupied.

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.

4. ON GOING REQUIREMENT OF DEVELOPMENT/USE: RESTRICTION ON OPERATION TIMES

Construction working hours to be between 08:00 to 18:00 Monday to Friday and 08:00 to 13:00 Saturdays with no works on Sundays or bank holidays

There shall be no deliveries to the development/use arranged for outside of these hours.

Reason - To enable the Local Planning Authority to retain control over the development in the interests of residential amenity within close proximity.

5. LEVEL ACCESS REQUIREMENT

Prior to development above slab level a scheme for level access to dwellings shall be submitted to and approved in writing by the Local Planning Authority.

The scheme as agreed shall be implemented in full in accordance with the approved details prior to the commencement of each dwelling and thereafter retained as such.

Reason: To ensure that appropriate access is provided to the development.

6. ACTION REQUIRED COMPLIANCE WITH ENA REPORT

Prior to the first use or occupation of any dwelling technical evidence shall be submitted to and approved in writing that the glazing and ventilation installed, along with the fencing is installed to comply the requirements set out in the Lovans Report.

The glazing, ventilation and fencing shall thereafter be retained in accordance with the approved details.

Reason: To ensure residential amenity is protected.

7. NO BURNING NO SITE DURING CONSTRUCTION

No burning shall take place on site during the site clearance/demolition or construction phases of the development.

Reason: To protect neighbouring residential amenity.

8. ACTION REQUIRED IN ACCORDANCE WITH ECOLOGICAL APPRAISAL RECOMMENDATIONS

All mitigation and enhancement measures and/or works shall be carried out in accordance with the details contained in the Update Ecological Appraisal (Southern Ecological Solutions Ltd, January 2021) as already submitted with the planning application and agreed in principle with the local planning authority prior to determination.

This will 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 and enhance Protected and Priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species)

9. COMPLIANCE WITH ARBORICULTURAL REPORT

All works shall be undertaken in accordance with the Arboricultural Report accompanying the application.

Reason: In order to help avoid harm being caused to the trees scheduled for retention.

10. ACTION REQUIRED PRIOR TO FIRST USE: CYCLE STORAGE

Prior to the first use or occupation of each dwelling secure cycle storage either as a garage, shed or cycle storage, shall be made available for that dwelling and retained as such thereafter.

Reason: To ensure that the appropriate cycle parking for sustainable travel is provided.

11. ACTION REQUIRED PRIOR TO OCCUPATION: PROVISION OF FOOTWAY AND CYCLEWAY

Before any of the hereby approved new dwellings are first occupied the new footway and cycle-way facilities along the Gun Cotton Way site frontage shall be provided and open for use in accordance with details which shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure that the footways and cycle-way are available for use for new residents to allow safe access to neighbourhood facilities.

12. ACTION REQUIRED PRIOR TO OCCUPATION: CARRIAGEWAYS AND FOOTWAYS

No dwelling shall be occupied until the carriageways and footways serving that dwelling have been constructed to at least Binder course level or better in accordance with the approved details.

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

13. ACTION REQUIRED PRIOR TO COMMENCEMENT: ESTATE ROAD JUNCTIONS

The new estate road junctions with Gun Cotton Way inclusive of cleared land within the sight splays to these junctions must be formed prior to any other works commencing or delivery of any other materials.

Reason: To ensure a safe access to the site is provided before other works and to facilitate off street parking for site workers in the interests of highway safety.

14. ACTION REQUIRED PRIOR TO FIRST OCCUPATION: VEHICULAR ACCESS

Prior to the new dwellings hereby permitted being first occupied, the vehicular accesses onto the new estate roads shall be properly surfaced with a bound material for a minimum distance of 6.0 metres from the edge of the metalled carriageway, in accordance with details previously submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure appropriate surfacing to the vehicular accesses and driveways in the interests of highway safety.

15. ACTION REQUIRED PRIOR TO FIRST OCCUPATION

The garages / parking spaces for each dwelling shall be made available for use prior to the occupation of the dwelling and shall thereafter be retained for these purposes. Notwithstanding the provisions of Article 3, Schedule 2 of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) no development shall be carried out in such a position as to preclude vehicular access to those car parking spaces.

Reason: In the interests of highway safety and to ensure adequate vehicular parking provision within the site is provided and maintained.

16. ACTION REQUIRED: DISPOSAL OF SURFACE WATER

The strategy for the disposal of surface water the Flood Risk Assessment (FRA) (dated January 2021, ref: 4891-FRA-001 Rev 3 P04) and Flood Risk Addendum (dated 29th January 2021) shall be implemented as approved in writing by the local planning authority (LPA). The strategy shall thereafter be managed and maintained in accordance with the approved strategy.

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

17. ACTION REQUIRED: PROVISION OF REFUSE AND RECYCLING BIN STORAGE AND COLLECTION POINTS

Prior to the first occupation of each dwelling the bin storage and collection points for that dwelling as detailed on Refuse Plan BW225-PL-05 C - Received 17/03/2021 shall be provided in its entirety 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.

18. 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 extension, enlargement, improvement, insertion of new openings or other alteration of the dwelling house(s) 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.

19. ACTION REQUIRED: COMPLIANCE WITH WATER ENERGY AND RESOURCE EFFICIENCY

The scheme for water energy and resource efficiency measures detailed in JSP Sustainability Ltd Statement, BW225-PL-08_SUSTAINABILITY PLAN_REV A received 18th January 2021 shall be implemented during construction, and all measures detailed implemented on each property prior to the first occupation of that dwelling.

Reason - In the interest of reducing contributions to Climate Change, in accordance with development plan policies CS3 and CS4.

20. ACTION REQUIRED PRIOR TO OCCUPATION: SCHEME FOR ECOLOGY ENHANCEMENT

The scheme for the ecology enhancement measures (including swift boxes and hedgehog fencing) as set out on plan SES 002 and the SES Ecological Appraisal shall be implemented prior to the first occupation of the dwelling/plot on which they are located and retained as such thereafter.

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

21. ACTION REQUIRED: MATERIALS

The materials as set out on plan BW225-PL-06_Materials Plan_rev F received 27th May 2021 shall be fully applied prior to the first use/occupation of each dwelling to which it relates.

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.

22. ACTION REQUIRED: ELECTRIC VEHICLE CHARGING SCHEME

Prior to the first occupation of each dwelling shown as having an electric vehicle charging point on plan BW225-PL-08_Sustainability Plan Rev A the point shall be installed and made available for use for dwelling to which the points/parking space relates and retained as such thereafter.

Reason: To ensure provision of sufficient parking in compliance with Suffolk Parking Guidance.

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

Prior to the commencement of development on Phase 3C details of the construction methodology for that part of the site shall be submitted to and approved in writing by the Local Planning Authority and shall incorporate the following information:-

- a) Details of the storage of construction materials on site, including details of their siting and maximum storage height.
- b) Details of how construction and worker traffic and parking shall be managed.
- c) Details of any protection measures for footpaths surrounding the site.
- d) Details of any means of access to the site during construction.
- e) Details of the scheduled timing/phasing of development for the overall construction period.
- f) Details of any wheel washing to be undertaken, management and location it is intended to take place.
- g) Details of the siting of any on site compounds and portaloos.
- h) 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 as any construction process, including site preparation, by reason of the location and scale of development may result adverse harm on amenity.

24. ACTION REQUIRED IN ACCORDANCE PRIOR TO OCCUPATION: FIRE HYDRANTS

Prior to the first occupation of any part of Phase 3C, details of the provision of fire hydrants for that part of the site shall be submitted to and approved, in writing, by the Local Planning Authority.

The fire hydrants shall be carried out 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.

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

No development shall take place on site 3C 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 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 archaeological and historic assets.

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

No building on Phase 3C 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 approved and the provision 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.

27. PRIOR TO OCCUPATION: LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN

Prior to first occupation of Phase 3C a Landscape and Ecological Management Plan (LEMP) for Phase 3C for that part of the site shall be submitted to and approved in writing by the Local Planning Authority.

The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period and fifteen year period for the translocated chalk grassland).
- g) Details of the body or organisation responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The approved plan will be implemented in accordance with the approved details.

Reason: To enhance Protected and Priority Species/habitats and allow the LPA to discharge its duties under the NPPF 2019 and the s40 of the NERC Act 2006 (Priority habitats & species).

28. PRIOR TO OCCUPATION: WILDLIFE SENSITIVE LIGHTING DESIGN SCHEME

Prior to first use or occupation of Phase 3C a lighting design scheme for biodiversity for that part of the site shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall identify those features on site that are particularly sensitive for bats and that are likely to cause disturbance along important routes used for foraging; and show how and where external lighting will be installed (through the provision of appropriate lighting contour plans, Isolux drawings and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent bats using their territory.

All external lighting shall be installed in accordance with the specifications and locations set out in the scheme and maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

Reason: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species)

29. ACTION REQUIRED PRIOR TO SLAB LEVEL: LANDSCAPING SCHEME

No development above slab level on Phase 3C shall take place 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 Phase 3C 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 and indicate any to be retained.

A specification of soft landscaping, including proposed trees, plants and seed mixes must be included. The specification should be in line with British Standards and include details of planting works such as preparation, implementation, materials (i.e. soils and mulch), any protection measures that will be put in place (i.e. rabbit guards) and any management regimes (including watering schedules) to support establishment. This should be accompanied by a schedule, with details of quantity, species and size/type (bare root, container etc). Hard landscape details such as surface materials and boundary treatments must also be included.

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

30. ON GOING REQUIREMENT OF DEVELOPMENT: TIMESCALE FOR LANDSCAPING

All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details for Phase 3C shall be carried out in full during the first planting and seeding season (October - March inclusive) following the commencement of the development or in such other phased arrangement as may be approved, in writing, by the Local Planning Authority up to the first use or first occupation of the development. Any trees, hedges, shrubs or turf identified within the approved landscaping details (both proposed planting and existing) which die, are removed, seriously damaged or seriously diseased, within a period of 10 years of being planted or in the case of existing planting within a period of 5 years from the commencement of development, shall be replaced in the next planting season with others of similar size and species.

Reason - To ensure that the approved landscaping scheme has sufficient time to establish, in the interests of visual amenity and the character and appearance of the area.

31. ACTION REQUIRED: ARBORICULTURAL METHOD STATEMENT

Prior to the commencement of development on Phase 3C a detailed Arboricultural Method Statement for that part of the site shall be submitted to and approved in writing by the Local Planning Authority.

All works shall thereafter be undertaken in accordance with the method statement.

Reason: In order to help avoid harm being caused to the trees scheduled for retention.

32. ACTION REQUIRED PRIOR TO COMMENCEMENT: ESTATE ROAD AND FOOTPATH

Prior to the commencement of development on Phase 3C details of the estate roads and footpaths, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority.

The scheme as may be approved shall be implemented in full in accordance with the approved details.

Reason: To ensure that roads / footways are constructed to an acceptable standard.

33. ACTION REQUIRED: SURFACE WATER DRAINAGE VERIFICATION REPORT

Within 28 days of practical completion of the last dwelling on Phase 3C, surface water drainage verification report shall be submitted to the Local Planning Authority, detailing and verifying that the surface water drainage system has been inspected and has been built and functions in accordance with the approved designs and drawings. The report shall include details of all SuDS components and piped networks, in an agreed form, for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

Reason: To ensure that the surface water drainage system has been built in accordance with the approved drawings and is fit to be put into operation and to ensure that the Sustainable Drainage System has been implemented as permitted and that all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as required under 521 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk with the county of Suffolk
<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/flood-risk-asset-register/>

34. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONSTRUCTION SURFACE WATER MANAGEMENT PLAN

No development shall commence on Phase 3C until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on the site 3C during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the LPA. 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:

Method statements, scaled and dimensioned plans and drawings detailing surface watermanagement 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 or groundwater

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/guidance-on-development-and-flood-risk/construction-surface-water-management-plan/>

35. ACTION REQUIRED PRIOR TO FIRST OCCUPATION OF SITE 3C: PROVISION OF PLAY AREA

Prior to the first occupation of any dwelling on site 3C the play area shall be provided in full in accordance with the approved plans.

Reason: To secure appropriate provision of the play area in accordance with the phasing of the development.

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

Prior to the commencement of development on Phase 3D 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 storage of construction materials on site, including details of their siting and maximum storage height.
- b) Details of how construction and worker traffic and parking shall be managed.
- c) Details of any protection measures for footpaths surrounding the site.
- d) Details of any means of access to the site during construction.
- e) Details of the scheduled timing/phasing of development for the overall construction period.
- f) Details of any wheel washing to be undertaken, management and location it is intended to take place.
- g) Details of the siting of any on site compounds and portaloos.
- h) 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 as any construction process, including site preparation, by reason of the location and scale of development may result adverse harm on amenity.

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

Prior to the first occupation of any part of Phase 3D, details of the provision of fire hydrants for that part of the site shall be submitted to and approved, in writing, by the Local Planning Authority.

The fire hydrants shall be carried out 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. PRIOR TO OCCUPATION: LANDSCAPE AND ECOLOGICAL MANAGEMENT PLAN

Prior to first occupation of Phase 3D a Landscape and Ecological Management Plan (LEMP) for Phase 3D shall be submitted to and be approved in writing by the local planning authority.

The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period and fifteen year period for the translocated chalk grassland).
- g) Details of the body or organisation responsible for implementation of the plan.

h) Ongoing monitoring and remedial measures.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The approved plan will be implemented in accordance with the approved details.

Reason: To enhance Protected and Priority Species/habitats and allow the LPA to discharge its duties under the NPPF 2019 and the s40 of the NERC Act 2006 (Priority habitats & species).

39. PRIOR TO OCCUPATION: WILDLIFE SENSITIVE LIGHTING DESIGN SCHEME

Prior to first use or occupation of Phase 3D a lighting design scheme for biodiversity for that part of the site shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall identify those features on site that are particularly sensitive for bats and that are likely to cause disturbance along important routes used for foraging; and show how and where external lighting will be installed (through the provision of appropriate lighting contour plans, Isolux drawings and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent bats using their territory.

All external lighting shall be installed in accordance with the specifications and locations set out in the scheme and maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

Reason: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (Priority habitats & species)

40. ACTION REQUIRED PRIOR TO SLAB LEVEL: LANDSCAPING SCHEME

No development above slab level on Phase 3D shall take place 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 Phase 3D 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 and indicate any to be retained.

A specification of soft landscaping, including proposed trees, plants and seed mixes must be included. The specification should be in line with British Standards and include details of planting works such as preparation, implementation, materials (i.e. soils and mulch), any protection measures that will be put in place (i.e. rabbit guards) and any management regimes (including watering schedules) to support establishment. This should be accompanied by a schedule, with details of quantity, species and size/type

(bare root, container etc). Hard landscape details such as surface materials and boundary treatments must also be included.

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

41. ON GOING REQUIREMENT OF DEVELOPMENT: TIMESCALE FOR LANDSCAPING

All changes in ground levels, hard landscaping, planting, seeding or turfing shown on the approved landscaping details for Phase 3D shall be carried out in full during the first planting and seeding season (October - March inclusive) following the commencement of the development or in such other phased arrangement as may be approved, in writing, by the Local Planning Authority up to the first use or first occupation of the development. Any trees, hedges, shrubs or turf identified within the approved landscaping details (both proposed planting and existing) which die, are removed, seriously damaged or seriously diseased, within a period of 10 years of being planted or in the case of existing planting within a period of 5 years from the commencement of development, shall be replaced in the next planting season with others of similar size and species.

Reason - To ensure that the approved landscaping scheme has sufficient time to establish, in the interests of visual amenity and the character and appearance of the area.

42. ACTION REQUIRED: ARBORICULTURAL METHOD STATEMENT

Prior to the commencement of development on Phase 3D a detailed Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority.

All works shall thereafter be undertaken in accordance with the method statement.

Reason: In order to help avoid harm being caused to the trees scheduled for retention.

43. ACTION REQUIRED PRIOR TO COMMENCEMENT: ESTATE ROAD AND FOOTPATH

Prior to the commencement of development on Phase 3D details of the estate roads and footpaths, (including layout, levels, gradients, surfacing and means of surface water drainage), shall be submitted to and approved in writing by the Local Planning Authority.

The scheme as may be approved shall be implemented in full in accordance with the approved details.

Reason: To ensure that roads / footways are constructed to an acceptable standard.

44. ACTION REQUIRED: SURFACE WATER DRAINAGE VERIFICATION REPORT

Within 28 days of practical completion of the last dwelling on Phase 3D, surface water drainage verification report shall be submitted to the Local Planning Authority, detailing and verifying that the surface water drainage system has been inspected and has been built and functions in accordance with the approved designs and drawings. The report shall include details of all SuDS components and piped networks, in an agreed form, for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

Reason: To ensure that the surface water drainage system has been built in accordance with the approved drawings and is fit to be put into operation and to ensure that the Sustainable Drainage System has been implemented as permitted and that all flood risk

assets and their owners are recorded onto the LLFA's statutory flood risk asset register as required under 521 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk with the county of Suffolk

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/flood-risk-asset-register/>

45. ACTION REQUIRED PRIOR TO COMMENCEMENT: CONSTRUCTION SURFACE WATER MANAGEMENT PLAN

No development shall commence on Phase 3D until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on the site 3D during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the LPA. 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:

Method statements, scaled and dimensioned plans and drawings detailing surface watermanagement 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 or groundwater

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/guidance-on-development-and-flood-risk/construction-surface-water-management-plan/>

SUMMARY OF POLICIES WHICH ARE RELEVANT TO THE DECISION:

NPPF - National Planning Policy Framework
FC01 - Presumption In Favour Of Sustainable Development
FC01_1 - Mid Suffolk Approach To Delivering Sustainable Development
FC02 - Provision And Distribution Of Housing
CS01 - Settlement Hierarchy
CS03 - Reduce Contributions to Climate Change
CS04 - Adapting to Climate Change
CS05 - Mid Suffolk's Environment
CS06 - Services and Infrastructure
GP01 - Design and layout of development
HB14 - Ensuring archaeological remains are not destroyed
H13 - Design and layout of housing development
H14 - A range of house types to meet different accommodation needs
H15 - Development to reflect local characteristics
H16 - Protecting existing residential amenity
H17 - Keeping residential development away from pollution
CL08 - Protecting wildlife habitats
T09 - Parking Standards
T10 - Highway Considerations in Development
RT04 - Amenity open space and play areas within residential development

RT12 - Footpaths and Bridleways
CS09 - Density and Mix
SAAP - Stowmarket Area Action Plan

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. In this case the applicant took advantage of the Council's pre-application service prior to making the 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. NOTE: It is an OFFENCE to carry out works within the public highway, which includes a Public Right of Way, without the permission of the Highway Authority. Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out. Unless otherwise agreed in writing all works within the public highway shall be carried out by the County Council or its agents at the applicant's expense.

The County Council's Central Area Manager must be contacted on Telephone: 03456066171. Further information go to: <https://www.suffolk.gov.uk/roads-and-transport/parking/apply-for-a-dropped-kerb/>

A fee is payable to the Highway Authority for the assessment and inspection of both new vehicular crossing access works and improvements deemed necessary to existing vehicular crossings due to proposed development.

NOTE: Public Utility apparatus may be affected by this proposal. The appropriate utility services should be contacted to reach agreement on any necessary alterations which have to be carried out at the expense of the developer. Those that appear to be affected are all utilities.

NOTE: The Local Planning Authority recommends that developers of housing estates should enter into formal agreement with the Highway Authority under Section 38 of the Highways Act 1980 relating to the construction and subsequent adoption of Estate Roads.

NOTE: The existing street lighting system on Gun Cotton Way may be affected by this proposal.

NOTE: The works within the public highway will be required to be designed and constructed in accordance with the County Council's specification. The applicant will also be required to enter into a legal agreement under the provisions of Section 278 of the Highways Act 1980 relating to the construction and subsequent adoption of the highway

improvements. Amongst other things the Agreement will cover the specification of the 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.

3. . Any works to a watercourse may require consent under section 23 of the Land Drainage Act 1991
- . Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017
- . Any discharge of surface water to a watercourse that drains into an Internal Drainage Board district catchment is subject to payment of a surface water developer contribution
- . Any works to lay new surface water drainage pipes underneath the public highway will need a licence under section 50 of the New Roads and Street Works Act
- . Any works to a main river may require an environmental permit

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/20/04723

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 practise 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.

SCHEDULE 3
THE OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

1 NOTICES

1.1 The Owner shall give the District Council:

1.1.1 Notice of Expected Commencement not less than five (5) Working Days before the date that the Owner expects Commencement of the Development to occur; and

1.1.2 within five (5) Working Days of Commencement of Development Notice of Actual Commencement in order to confirm Commencement has occurred

1.2 The Owner shall give the District Council no less than two (2) months' written notice of the anticipated date of the first Occupation of the first Dwelling

1.3 The Owner shall give the District Council written notice of Completion of the Development within five (5) Working Days of such completion.

2 AFFORDABLE HOUSING

2.1 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme

2.2 The Owner shall not Occupy or permit Occupation of more than 50% of the Market Housing Units until 50% of the Affordable Housing Units are constructed and are ready for Occupation

2.2.1 The Owner shall not Occupy or permit Occupation of more than 80% of the Market Housing Units until 100% of the Affordable Housing Units are constructed and are ready for Occupation

2.3 Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:

2.3.1 with vacant possession;

2.3.2 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);

2.3.3 subject to 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;

2.3.4 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; and

- 2.3.5** subject to a requirement to enter into the Affordable Housing Nomination Agreement with the District Council
- 2.4** The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing save where provided otherwise in paragraphs 2.5 and 2.6 below
- 2.5** The District Council and the Owner agree that the obligations and restrictions contained in this Third Schedule paragraph 2 shall not bind:
- 2.5.1** a mortgagee, chargee or receiver who has complied with the provisions of paragraph 2.6 of this Third Schedule;
- 2.5.2** any RTA Purchaser;
- 2.5.3** any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;
- 2.5.4** a leaseholder of a Shared Ownership Dwelling who is entitled to exercise their right under a shared ownership lease to acquire 100% of the equity of their property; or
- 2.5.5** any person or body deriving title through or from any of the parties mentioned in paragraphs 2.5.1 - 2.5.4 above.
- 2.6** Any Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than two months' prior written notice to the District Council of its intention to dispose:
- 2.6.1** in the event that the District Council responds within four (4) weeks from receipt of a notice indicating that
- (a) arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it/them as Affordable Housing Unit(s); and
- (b) that such a transfer would take place within eight (8) weeks from receipt of the notice then the Chargee shall cooperate with such arrangements and use reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee
- 2.6.2** if the District Council does not serve its response to the notice served under paragraph 2.6.1 within the four (4) weeks then the Chargee shall be entitled to dispose free of the restrictions set out in this Third Schedule paragraph 2 which shall from the time of the completion of the disposal cease to apply
- 2.6.3** if the District Council cannot within two (2) months of the date of service of its response under paragraph 2.6.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 2.6 the Chargee shall be entitled to

dispose free of the restrictions set out in this paragraph 2 which shall from the time of the completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in this paragraph 2.6 shall not require the Chargee to act contrary to its duties and rights under the charge or mortgage and that the District Council must give consideration to protect the interest of the Chargee in respect of monies outstanding under the charge or mortgage.

- 2.7** In the event that a Registered Provider is unable to make an acceptable offer to purchase the Affordable Housing Units within two (2) months from the date of completion of the Affordable Housing Units despite the Owner's reasonable endeavours to do so the Owner shall:
- 2.7.1** notify the District Council three (3) months' prior to the completion of the Affordable Housing Units;
 - 2.7.2** set out the reasons (together with supporting evidence) in writing why a transfer to a Registered Provider has not been entered into pursuant to this Schedule;
 - 2.7.3** submit any other information reasonably requested by the District Council to satisfy why the Owner has not been able to enter into a transfer with the Registered Provider pursuant to this Schedule; and
 - 2.7.4** offer the Affordable Housing Units to the District Council to be purchased by the District Council as Affordable Housing
- 2.8** In the event the District Council make an acceptable offer to the Owner (within two (2) months' of written invitation) for the Affordable Housing Units then the Owner shall not Occupy or permit Occupation of more than eighty per cent (80%) of the Market Housing Units until the Owner has provided the District Council with a freehold transfer document unconditionally released for completion
- 2.9** In the event the District Council does not make an acceptable offer to the Owner (within two (2) months' of written invitation) to purchase all of the Affordable Housing Units or the District Council indicates that they do not want to purchase the Affordable Housing Units the District Council shall serve on the Owner written confirmation that the Owner shall be permitted to sell the Affordable Housing Units on the open market and shall pay an Affordable Housing Contribution to the District Council within 28 Working Days of receipt of that written confirmation from the District Council (such sum to be confirmed by the District Council and calculated in accordance with the District Council's policies as are applicable at the time of the calculation) in lieu of the provision of Affordable Housing on the Site.
- 2.10** Upon payment of the Affordable Housing Contribution referred to in paragraph 2.9 of this Schedule being received by the District Council the provisions of this Schedule shall no longer be applicable in respect of those Dwellings that were the Affordable Housing Units and the Owner shall be free to dispose of the said Dwellings as Market Housing Units.

3 LAND AND WILDLIFE MANAGEMENT SCHEME

3.1 Unless agreed in writing with the District Council the Owner shall on Commencement fully comply with and implement the obligations of the Land Management Scheme and Wildlife Management Scheme set out in Schedule 9 and shall;

3.1.1 not Occupy or allow Occupation of more than 90% of the Dwellings unless and until the landscaping required in accordance with the Land Management Scheme has been provided

3.1.2 maintain the landscaping required in accordance with the Land Management Scheme at its own cost in strict accordance with the Land Management Scheme, Planning Permission and the Wildlife Management Scheme

3.2 For the avoidance of doubt these obligations supersede and replace the obligations at paragraph 4 of Schedule 3 within Planning Obligation 2

4 REPTILE MITIGATION STRATEGY

4.1 Unless agreed in writing with the District Council the Owner shall on Commencement fully comply with and implement the obligations in respect of the Reptile Mitigation Strategy. set out in Schedule 9

4.2 For the avoidance of doubt these obligations supersede and replace the obligations at paragraph 5 of Schedule 3 within Planning Obligation 2

5 PLANNING PERMISSION 1 AND PLANNING PERMISSION 2

5.1 The Owner covenants not to carry out or further implement Planning Permission 1 and Planning Permission 2 at the point of the later of;

5.1.1 Commencement of Development of the Planning Permission

5.1.2 The expiry of the period of six weeks and 14 days of the date of the Planning Permission without any judicial review proceedings or other legal challenge and where the Planning Permission is the subject of any judicial review proceedings or other legal challenge the provisions of clause 4.2 of this Deed shall apply

SCHEDULE 4

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1 NOTICES

1.1 The Owner shall give the County Council:

1.1.1 Notice of Expected Commencement not less than five (5) Working Days before the date that the Owner expects Commencement of the Development to occur; and

1.1.2 within five (5) Working Days of Commencement of Development Notice of Actual Commencement in order to confirm Commencement has occurred

1.2 The Owner shall give the County Council no less than two (2) months' written notice of the anticipated date of the first Occupation of the first Dwelling

1.3 The Owner shall give the County Council written notice of first Occupation of the first Dwelling within five (5) Working Days of such Occupation.

1.4 The Owner shall give the County Council written notice of the Occupation of the 49th Dwelling within five (5) Working Days of such Occupation.

1.5 The Owner shall give the County Council written notice of Completion of the Development within five (5) Working Days of such completion.

2 PRIMARY EDUCATION TRAVEL CONTRIBUTION

2.1 The Owner covenants to pay the Primary Education Travel Contribution to the County Council in full prior to the Occupation of the 1st (first) Dwelling

2.2 The Owner covenants not to Occupy or permit or allow Occupation of any Dwelling unless and until the Primary Education Travel Contribution has been paid in full to the County Council

3 TRAVEL PLAN

3.1 The Owner covenants to submit the Residential Travel Plan to the County Council for approval no later than six (6) months prior to first Occupation of the first Dwelling

3.2 The Owner covenants not to Occupy or allow the first Occupation of the first Dwelling prior to the approval of the Residential Travel Plan by the County Council in accordance with paragraph 3.1 of this Schedule

3.3 The Owner covenants to appoint the Travel Plan Coordinator no later than six (6) months prior to Occupation of the first Dwelling

3.4 The Owner covenants to implement the Residential Travel Plan prior to the Occupation of the first Dwelling and covenants not to permit first Occupation of the first Dwelling until the Residential Travel Plan has been implemented

3.5 The Owner covenants to implement and monitor the Residential Travel Plan for a minimum period of five consecutive (5) years, or until one (1) year following the first Occupation of the final Dwelling whichever is later

3.6 The Owner covenants to produce a Residential Travel Welcome Pack and submit it to the County Council for approval no later than one (1) month prior to the first Occupation of the first Dwelling

3.7 The Owner covenants to provide each Dwelling with a Residential Travel and Welcome Pack and not to allow the first Occupation of each Dwelling to take place before providing the Occupier(s) with a Residential Travel Welcome Pack

4 TRAVEL PLAN NOTICE

4.1 The Owner covenants to carry out the actions in the Travel Plan Notice served by the County Council on the Owner within twenty eight (28) days of the date of service of the Travel Plan Notice.

4.2 The Owner acknowledges that if, after twenty eight (28) days from the date of service of the Travel Plan Notice, the Owner has failed in the reasonable opinion of the County Council to comply with the requirements of the Travel Plan Notice which relate to the Residential Travel Plan or Residential Travel the Owner will be in breach of this Deed and the County Council shall be entitled to take such action, as it considers reasonably appropriate in the circumstances, in respect of that breach.

5 TRAVEL PLAN REMEDIAL MEASURES NOTICE

5.1 The Owner covenants to carry out the measures and/or actions in the Travel Plan Remedial Measures Notice served by the County Council on the Owner within the timescales identified within the Travel Plan Remedial Measures Notice

5.2 If the Owner has failed in the reasonable opinion of the County Council to comply with the measures and/or actions specified in a Travel Plan Remedial Measures Notice within the timescales specified therein the Owner acknowledges that they will be in breach of this Deed and that the County Council may take such action in respect of that breach or breaches as it considers appropriate in the circumstances.

6 TRAVEL PLAN EVALUATION AND SUPPORT CONTRIBUTION

6.1 The Owner covenants to pay the first instalment of the Travel Plan Evaluation and Support Contribution no later than the date of the Occupation of the first Dwelling and to pay subsequent instalments on the anniversary of the first instalment for a minimum of five (5) consecutive years or until the first anniversary of the Occupation of the final Dwelling whichever is later

7 EARLY YEARS CONTRIBUTION

7.1 The Owner covenants to pay the Early Years Contribution to the County Council in full prior to the occupation of 50 Dwellings.

7.2 The Owner covenants not to occupy more than 49 Dwellings unless and until the Early Years Contribution has been paid full to the County Council

8 PLANNING PERMISSION 1 AND PLANNING PERMISSION 2

8.1 The Owner covenants not to carry out or further implement Planning Permission 1 and Planning Permission 2 until the later of;

8.1.1 Commencement of Development of the Planning Permission

8.1.2 The expiry of the period of six weeks and 14 days of the date of the Planning Permission without any judicial review proceedings or other legal challenge and where the Planning Permission is the subject of any judicial review proceedings or other legal challenge the provisions of clause 4.2 of this Deed shall apply

SCHEDULE 5

THE DISTRICT COUNCIL COVENANTS WITH THE OWNER

1. **The Planning Permission**

The District Council shall issue the Planning Permission as reasonably practicable after the date of this Deed

2. **Planning Obligation 1 and Planning Obligation 2**

Following the Commencement of Development not to pursue or otherwise enforce any of the obligations against the Owner in respect of Planning Obligation 1 binding Planning Permission 1 and/or Planning Obligation 2 binding Planning Permission 2 not already pursued or triggered

SCHEDULE 6

THE COUNTY COUNCIL COVENANTS WITH THE OWNER

1 TRAVEL PLAN EVALUATION AND SUPPORT CONTRIBUTION

- 1.1** The County Council covenants to consider and approve the Residential Travel and Welcome Pack as soon as practicable upon receipt
- 1.2** The County Council covenants to use the Travel Plan Evaluation and Support Contribution for officer time spent on reviewing the Residential Travel Plan, Residential Travel and Welcome Pack and agreeing new targets and objectives with the Travel Plan Coordinator through meetings, site visits, administrative support and the provision of any additional resources that may help support the implementation of the Residential Travel Plan and for no other purpose
- 1.3** The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of Completion of Development, within a period of one (1) year, either confirm that the Travel Plan Evaluation and Support Contribution was committed or expended by the County Council in accordance with the provisions of this Deed or if it was not so committed or expended in that period pay the Travel Plan Evaluation and Support Contribution (or any part not committed or expended) back to the person who paid it, such payment to be made within twenty eight (28) Working Days of such request.

2 PRIMARY EDUCATION TRAVEL CONTRIBUTION

- 2.1** To use the Primary Education Travel Contribution for the purposes intended in this Deed and for no other purpose.
- 2.2** To hold the Primary Education Travel Contribution in an interest bearing account.
- 2.3** The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of Completion of Development, within a period of one (1) year, either confirm that the Primary Education Travel Contribution was committed or expended by the County Council in accordance with the provisions of this Deed or if it was not so committed or expended in that period pay the Primary Education Travel Contribution (or any part not committed or expended) back to the person who paid it, such payment to be made within twenty eight (28) Working Days of such request.

3 TRAVEL PLAN

Not to unreasonably withhold or delay approval of either the Residential Travel Plan or any subsequent amendments to the said plans arising as a result of management review or monitoring of the Residential Travel Plan.

4 EARLY YEARS CONTRIBUTION

- 4.1** To use the Early Years Contribution for the purposes of intended in this Deed and for no other purpose.
- 4.2** To hold the Early Years Contribution in an interest bearing account.
- 4.3** The County Council shall if requested to do so in writing after the expiry of ten (10) years after the date of Completion of Development within a further period of one (1) year, either confirm that the Early Years Contribution was committed or expended by the County Council in accordance with the provisions of this Deed or if it was not so committed or expended in that period pay the Early Years Contribution (or any part not committed or expended) back to the person who paid it, such payment to be made within twenty eight (28) Working Days of such request.

SCHEDULE 7

AFFORDABLE HOUSING PLAN

Affordable Rent Dwellings



Affordable Rented Units (51% as existing PP) :

3C	3D	No	Ref	Name	Description	Beds
4	6	4	Hal	Halstead Hse	House	1
9		6	Ap1	Apartment	Flat	1
2		9	Ap2	Apartment	Flat	2
4		2	WO	Woodcaver	Bungalow	2
4		4	BA	Baker	House	2
19	6	25				

Shared Ownership Dwellings (49% as existing PP)

3C	3D	No	Ref	Name	Description	Beds
2	5	7	TI	Tillman	House	3
2		2	PI	Ploughwright	House	3
8	7	15	BA	Baker	House	2
12		12	24			

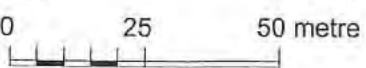
Legend

- Affordable dwelling
- RT Rented Unit
- SO Shared Ownership
- Affordable Housing Locations

Plot	Ref	Tenure	Type	Sq M	Beds	Occupancy
11	Ap1	RT	Apartment	50	1	2
12	Ap1	RT	Apartment	50	1	2
13	Ap1	RT	Apartment	50	1	2
14	Ap1	RT	Apartment	50	1	2
15	Ap1	RT	Apartment	50	1	2
16	Ap1	RT	Apartment	50	1	2
17	BA	SO	Baker	81	2	4
18	BA	SO	Baker	81	2	4
19	BA	SO	Baker	81	2	4
20	TI	SO	Tillman	95	3	5
21	TI	SO	Tillman	95	3	5
22	TI	SO	Tillman	95	3	5
23	TI	SO	Tillman	95	3	5
24	TI	SO	Tillman	95	3	5
35	BA	SO	Baker	81	2	4
36	BA	SO	Baker	81	2	4
37	BA	SO	Baker	81	2	4
38	BA	SO	Baker	81	2	4
57	Ap2	RT	Apartment	71	2	4
58	Ap2	RT	Apartment	71	2	4
59	Ap2	RT	Apartment	71	2	4
60	Ap2	RT	Apartment	71	2	4
61	Ap2	RT	Apartment	71	2	4
62	Ap2	RT	Apartment	71	2	4
63	Ap2	RT	Apartment	71	2	4
64	Ap2	RT	Apartment	71	2	4
65	Ap2	RT	Apartment	71	2	4
66	BA	SO	Baker	81	2	4
67	BA	SO	Baker	81	2	4
76	TI	SO	Tillman	95	3	5
77	TI	SO	Tillman	95	3	5
78	HAL	RT	Halstead	59	1	2
79	BA	RT	Baker	81	2	4
80	BA	RT	Baker	81	2	4
81	HAL	RT	Halstead	59	1	2
82	HAL	RT	Halstead	59	1	2
83	HAL	RT	Halstead	59	1	2
84	WO	RT	Woodcaver	76	2	4
85	WO	RT	Woodcaver	76	2	4
115	PL	SO	Ploughwright	95	3	5
116	BA	SO	Baker	81	2	4
117	BA	SO	Baker	81	2	4
118	BA	SO	Baker	81	2	4
119	BA	SO	Baker	81	2	4
120	BA	SO	Baker	81	2	4
121	BA	RT	Baker	81	2	4
122	BA	RT	Baker	81	2	4
129	BA	SO	Baker	81	2	4
130	PL	SO	Ploughwright	95	3	5

Area 3C

Area 3D



Bellway

Bellway Homes Essex
Bellway House,
1 Cunard Square,
Chelmsford,
Essex,
CM1 1AQ,
Tel: 01245-259919
Fax: 01245-299258

Project:
**Areas 3C & 3D
Stowmarket,
Suffolk**

Description:
HA Location Plan

Date:
Oct 2019

Drawing Scale:
1:500 @ A0

Drawing number:
BW225-PL-07_HA Location Plan_rev 1

SCHEDULE 8

AFFORDABLE HOUSING NOMINATION AGREEMENT

DRAFT DEED OF NOMINATION RIGHTS

DRAFT

THIS DEED OF NOMINATION RIGHTS

is made the day of 2020

BETWEEN:

- (1) **XXXXXXX** whose registered address is **XXXXXXXXXXXXXXXXXXXX** ('the RP') and

- (2) **/MID SUFFOLK DISTRICT COUNCIL** (delete as appropriate) of Endeavour House, 1 Russell Road
Ipswich Suffolk, IP1 2BX ('the Council')

1 DEFINITIONS

In this Deed:

- 1.1** 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework published in February 2019 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government

- 1.2** 'Affordable Housing Unit' means the XX Dwellings (35% of the consented Dwellings) all of which shall be Affordable Housing to be provided on the Property of which XX Dwellings shall be Affordable Rent Dwellings (unless otherwise agreed by the Council as part of the Affordable Housing Scheme) which shall be let at an Affordable Rent and shall be occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the Council is a party or otherwise nominated by the Council pursuant to this Deed as varied from time to time and XX Dwellings shall be Shared Ownership Dwellings and shall be occupied by persons in accordance with the Government's Help to Buy Scheme (or other subsequent scheme) and Affordable Housing Units shall be construed accordingly.

- 1.3** 'Affordable Housing Scheme' means the affordable housing scheme to be submitted to the District Council for its written approval for the provision of Affordable Housing as part of the Development detailing:
 - (i) the plots and location;

- (ii) bedroom numbers per Dwelling;
- (iii) Dwelling size; and
- (iv) tenure

- 1.4** 'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable
- 1.5** 'Affordable Rent Dwelling' means an Affordable Housing Unit made available by a Registered Provider as low-cost rent accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent (inclusive of any service charges applicable) for a dwelling of comparable size in the same location.
- 1.6** 'Chargee' means any mortgagee or chargee of the RP who is in possession or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator.
- 1.7** 'Chargee's Duties' means the tasks and duties set out in Clause 12.4 of this deed.
- 1.8** '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 Lettings Scheme 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 Council is a party.
- 1.9** 'Dwelling' means a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
- 1.10** 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings Scheme (or any replacement or similar system in place at the time
- 1.11** 'Homes England' means Homes England 'Homes England' means the non-departmental public body responsible for creating thriving communities and funding new affordable homes in England or such other organisation as may from time to time take on those functions
- 1.12** 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Affordable Rent dwelling
- 1.13** 'Initial Purchase' means the first purchase of such newly constructed and previously unoccupied Shared Ownership Dwelling
- 1.14** 'Local Connection Criteria' means an individual who immediately before taking up occupation of an Affordable Housing Unit

- 1.14.1** had his only or principal home in the district of Mid Suffolk for a continuous period of not less than two (2) years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.14.2 to 1.14.4 inclusive.
- 1.14.2** has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two (2) years in the district of Mid Suffolk and wishes to be near that relative or
- 1.14.3** is employed in the district of Mid Suffolk on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for two (2) years
- 1.14.4** who during the period commencing from the date on which an Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the Council of his or her former residency in the district of XXX for either (i) six (6) months out of the preceding twelve (12) months or (ii) three (3) years out of the preceding five years and in either case such period of former residency shall end with the Availability Date
- 1.15** ‘
- 1.16** ‘Nomination List’ means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA
- 1.17** ‘Nominee’ means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection Criteria and is verified by the RP as best meeting the criteria for the category of Affordable Rent Dwelling in respect of which the RP is to select a person from the Nomination List and offer a Tenancy Agreement
- 1.18** ‘Practical Completion’ means issue of a certificate of practical completion by the RP’s surveyor or in the event that the Affordable Housing Units are constructed by a party other than the RP the issue of a certificate of practical completion by that other party’s surveyor
- 1.19** ‘Property’ means the land and dwellings at XXXX Suffolk shown edged red on the plan annexed
- 1.20** ‘Protected Tenant’ means any Nominee who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- 1.21** ‘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 register kept by Homes England under Chapter III of that Act and for the avoidance of doubt this could include the Council.

- 1.22** 'Shared Ownership Dwelling' means an Affordable Housing Unit to be let on a Shared Ownership Lease in accordance with the terms as set out in the Capital Funding Guide the Capital Funding Guide published by Homes England and any other publication that supercedes it
- 1.23** 'Shared Ownership Lease' means a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:
- (a) not more than 70% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider;
 - (b) power to the purchaser to increase their ownership up to 100% if they so wish;
 - (c) an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England.
- 1.24** 'Service Level Agreement' or 'SLA' means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the Registered Provider (1) and the Council (2)
- 1.25** 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Dwelling as set out in the Shared Ownership Lease for that Affordable Housing Unit and as detailed in the Capital Funding Guide published by Homes England and any other publication that supercedes it.
- 1.26** 'Tenancy Agreement' means an assured tenancy agreement in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the RP from time to time for its general lettings
- 1.27** 'Vacancy Notice' means a written notice (in a form to be agreed between the RP and given by the RP to the Council within five (5) weeks from the date of this Deed) the function of such notice being the notification to the Council by the RP of the expected date on which the construction and fitting out of the Affordable Rented Dwellings will be complete
- 1.28** 'Void' means an Affordable Rent Dwelling which is vacant otherwise than as a result of the tenant having:
- 1.28.1** moved to other accommodation either by transfer or decant provided by the RP
 - 1.28.2** moved to other accommodation under a reciprocal arrangement provided by another Registered Provider
 - 1.28.3** vacated and moved to other accommodation as a consequence of the tenant having accepted a mutual exchange which provides such tenant with accommodation elsewhere

1.29 'Void Notice' means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five (5) weeks from the date of this Deed) the function of such a notice being the notification to the Council of a void in respect of an Affordable Rent Dwelling

2 ENABLING PROVISIONS

This Deed is made pursuant to the Local Government Act 1972 Section 111, Section 1 of the Localism Act 2011 as amended and all other enabling powers

3 PROCEDURE

The parties agree that the Service Level Agreement procedure to which they are signatories and the Local Connection Criteria shall apply to the nomination of persons in respect of the Affordable Housing Units

4 INITIAL LETS/INITIAL PURCHASE

4.1 In relation to the Initial Lets and Initial Sale of any Affordable Housing Units the following provisions shall apply:

4.1.1 The RP shall give the Council not less than four (4) months' written notice of the date when all the Affordable Housing Units will be ready for occupation

4.1.2 The RP shall serve a Vacancy Notice upon the Council in respect of an Affordable Rent Dwelling not earlier than ten (10) weeks prior to an Affordable Rent Dwelling becoming available for occupation

5 VOIDS

Should any Affordable Rent Dwelling become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then the Gateway to Homechoice SLA procedure shall apply in each case

6 SUPPLEMENTAL PROVISIONS RELATING TO ALLOCATING INITIAL LETS AND VOIDS

6.1 Where there are two (2) or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.14 of this Deed and thereafter subject to clause 6.2 and 6.3 of this Deed, preference must be given to the applicant/s who have the highest housing need according to the Council's current allocations policy

6.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities or in need of level access then any such dwelling may be first offered to a person or persons with disabilities or level access needs who require such accommodation even where such person(s)

have a lesser local connection under clause 1.14 of this deed than someone who does not have disabilities or level access need

7 RP COVENANTS

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies

- 7.1** To ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units
- 7.2** To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent or as low-cost home ownership and they are all retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider
- 7.3** To construct the Affordable Housing Units in accordance with Homes England requirements and the Affordable Housing Scheme

8 ALTERATION OF LISTS

- 8.1** The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

9 NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) working days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

10 TRANSFER TO OTHER REGISTERED PROVIDER

The RP shall use reasonable endeavours to ensure that any Registered Provider to which the Property and Affordable Housing Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar deed mutatis mutandis with the Council and Gateway to Homechoice simultaneously on completing the transfer of the Property

11 DISPUTES

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

12 AGREEMENTS AND DECLARATIONS

The parties agree:

- 12.1** Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers
- 12.2** The obligations and covenants contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33
- 12.3** From the date of Practical Completion the Affordable Housing Units shall be let or purchased in accordance with the terms of this Deed save that the obligations and restrictions contained in this Deed shall not be binding on:
- 12.3.1** any Protected Tenant or any mortgagee or Chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and Chargees; or
 - 12.3.2** any chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duties; or
 - 12.3.3** any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them.
- 12.4** The Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than two (2) months' prior notice to the Council of its intention to dispose and:
- 12.4.1** in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee
 - 12.4.2** if the Council does not serve its response to the notice within the said period of one (1) month contained in clause 12.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed.
 - 12.4.3** if the Council or any other person cannot within two (2) months of the date of service of its response under clause 12.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 12.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

13 SHARED OWNERSHIP DWELLINGS - CAPITAL RECEIPTS FROM STAIRCASING

Capital receipts received by the RP for shares sold between 81% and 100% must be recycled and reinvested in new Affordable Housing within the District of Mid Suffolk

AS WITNESS whereof the parties have executed this instrument as a Deed hereto the day and year first above written

Signatories:

Babergh/Mid Suffolk District Council

Registered Provider

SCHEDULE 9

**WILDLIFE MANAGEMENT SCHEME, WILDLIFE PROTECTION AREA, REPTILE MITIGATION STRATEGY AND
LAND MANAGEMENT SCHEME**

0592115



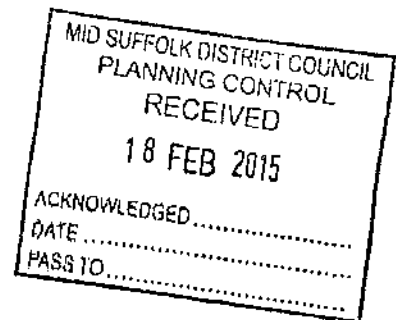
Cedars Park, Stowmarket

Ecology Management Plan

Produced for Seamans Building

By Applied Ecology Ltd

February 2015

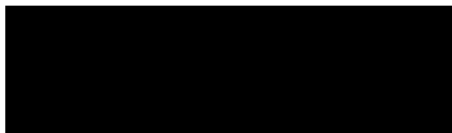


Document Control:

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2.0	26.03.2014	Final	RJH	-	-
3.0	13.02.2015	Final (with updated development programme)	RJH	-	-

Prepared for: Seamans Building
Title: Cedars Park, Stowmarket – Ecology Management Plan
Project number: 0793
Document version: 3.0
Document status: Final
Document date: 13 February 2015

Signed on behalf of Applied Ecology Ltd:



Dr Duncan Painter
Director

APPLIED ECOLOGY LTD
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1 Introduction

Background and Overview

- 1.1 Applied Ecology Ltd (AEL) was appointed by Seamans Building in January 2014 to produce a 5-year Ecology Management Plan for Cedars Park Grasslands County Wildlife Site, Stowmarket, Suffolk (central grid reference TM 0637 5815), in relation to future proposals to develop part of the site.
- 1.2 Details of the site's botanical and protected species interests, including a proposed reptile mitigation strategy, are given in the AEL's Botanical Report (July 2013) and Phase 2 Survey Report (August 2013). These documents are provided in **Appendices 1 and 2**, respectively.
- 1.3 For the purposes of future management planning, the site has been divided into two distinct areas as shown by **Figure 1.1**. These are:
 - **The Development Area (2.7 ha)**. The eastern area of the site is being considered for future development. It was cleared of bramble *Rubus* agg. and woody scrub in February 2014 to discourage bird breeding in this area. Reptile capture and translocation was undertaken over the period April-September 2014. A small number of reptiles were still being caught at the end of the 2014 reptile capture period and a short period of additional capture, followed by a destructive search, will be undertaken at the onset of the reptile active period in April 2015 to catch and move any remaining animals to the Wildlife Protection Area and render the Development Area unsuitable for reptiles.
 - **The Wildlife Protection Area (0.4 ha)**. The western area of the site will be retained and enhanced as a Wildlife Protection Area (WPA) in the long-term. It has and will continue to be used as a reptile receptor site for any individual reptiles captured from the Development Area.
- 1.4 A reptile fence has been installed between the two areas. Regular management of the Development Area will be undertaken immediately following completion of the reptile capture and translocation in 2015 in order to minimise the risk of protected animal species constraints arising as a result of site inactivity prior to development.
- 1.5 Proposed enhancements within the WPA, including the translocation of excavated chalky sub-soils and associated grassland turfs from select areas of the Development Area to the WPA and hibernacula creation, will be completed in May 2015.



Cedars Park, Stowmarket

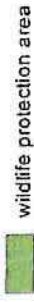
Site Boundaries



site boundary



future development area



wildlife protection area



reptile barrier fence

Reptile barrier fence to be maintained for duration of site preparation and construction.

Figure 1.1

Map Scale @ A4: 1:2,500

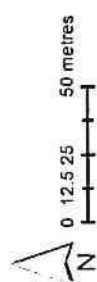
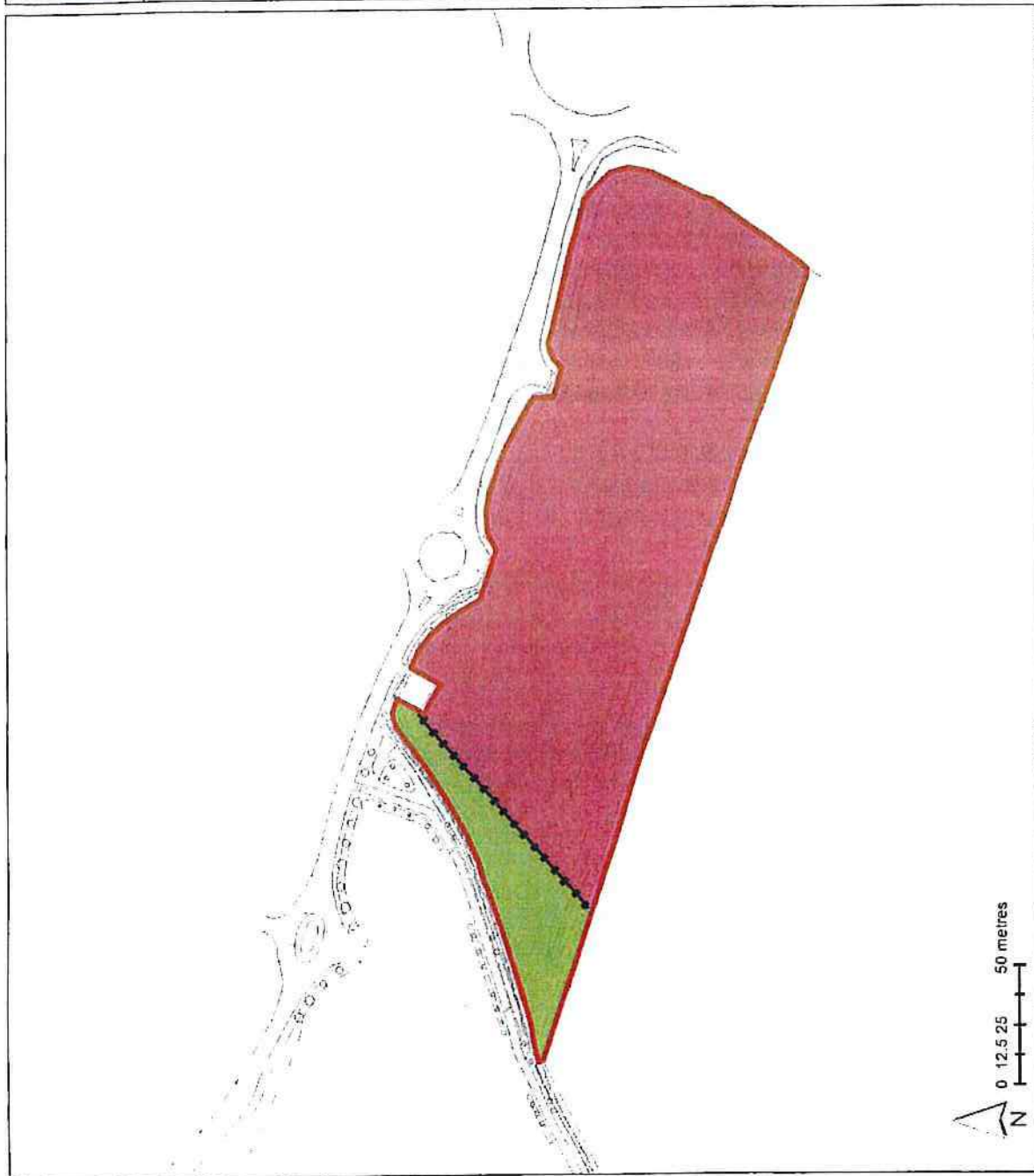
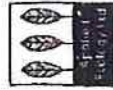
Surveyed by: RUH

Survey date:

Drawn by: RAH

Checked by:

Status: Draft



2 Development Area

Existing Habitats

- 2.1 The Development Area currently supports a mosaic of scrub and grassland habitats. The southern half consists mainly of species-poor rank grassland dominated by wood small-reed *Calamagrostis epigejos*, with locally abundant false brome *Brachypodium sylvaticum* and common couch *Elytrigia repens*, intermixed with large patches of bramble and woody scrub. The northern half is dominated by moderately species-rich grassland of red fescue *Festuca rubra*, Yorkshire-fog *Holcus lanatus* and smooth meadow-grass *Poa pratensis*, together with a good diversity of other grasses and forbs indicative of slightly basic ground conditions typical of boulder clay soils. The Locally Scarce plant species common gromwell *Lithospermum officinale* was recorded by AEL in 2013 as a single small patch in this area.
- 2.2 As highlighted above, areas of bramble and woody scrub within the Development Area were cut in February 2014 to discourage bird breeding. Open grassland was retained and protected during the scrub cutting.

Habitat Management

- 2.3 Following the reptile capture and translocation to be completed in April 2015, areas of open grassland within the Development Area will be cut to ground level as part of a destructive search prior to development or construction beginning.
- 2.4 The precise timing of subsequent development site preparation, site levelling and construction is not known, and therefore appropriate site maintenance may be required to prevent the site developing value for protected animal species in the interim period.
- 2.5 Two management prescriptions are proposed, as described below.

Prescription DA1: Scrub and Grassland Cutting

- 2.6 Areas of woody scrub that were cleared in February 2014 were cut in October 2014 to manage regrowth. With the exception of the grassland turf donor areas (see prescription WPA1 in Section 3), the areas of grassland will be cut following completion of the reptile translocation in 2015, and together with the cut scrub, these areas will be maintained at a short and uniform height (no more than 10 cm high) during periods of no development activity by regular cutting using a tractor or JCB mounted flail. Cutting will be completed each month over the period February-September, inclusive, or as considered necessary in relation to site and weather conditions.

Prescription DA2: Installation of Reptile Fencing

- 2.7 As recommended in the reptile mitigation strategy, a semi-permanent reptile barrier fence has been installed between the Development Area and the WPA. This barrier fence will be maintained while site preparation and development construction is ongoing.



Monitoring

- 2.8 The following checks will be completed in conjunction with proposed site maintenance within the Development Area.

Prescription DA3: Ecological Clerk of Works (ECoW)

- 2.9 A walkover of the site by an experienced ecologist (ECoW) will be completed in February 2016 (in advance of the February vegetation cut), and each February thereafter while ongoing maintenance is required, to check for potential ecological issues associated with the management work. The ECoW will also be on call at other times to provide advice or visit the site if necessary.

Prescription DA4: Breeding Bird Watching Brief

- 2.10 A watching brief for the presence of ground nesting birds, most notably skylark, will be maintained by the contractors as part of the development area site maintenance. If ground nesting bird presence is suspected work would cease and the ECoW contacted.



3 Wildlife Protection Area

Existing Habitats

- 3.1 The WPA supports patches of bramble, woody scrub and open grassland. The majority of the grassland is located on low-lying ground with compacted, poorly drained soil that supports damp pioneer grassland. An area of species-poor rank neutral grassland, dominated by cock's-foot *Dactylis glomerata* and false oat-grass *Arrhenatherum elatius* is present to the north around a small sub-station enclosure.
- 3.2 The WPA will be retained, protected, enhanced and managed for the long-term benefit of wildlife.

Habitat Enhancement

- 3.3 A range of habitat enhancement measures will be undertaken within the WPA in order to maximise the area's value for boulder clay grassland, reptiles and other wildlife.

Prescription WPA1: Removal of Grassland Turfs from the Development Area

WPA1a Identify grassland turf donor areas

- 3.4 As part of the WPA enhancement, the most species-rich areas of grassland turf in the Development Area, and those areas supporting notable plant species, were identified and marked out by the ECoW in July 2014. Three areas were identified as follows:
- Area 1 (5 x 4 m) - TM 06484 58147: Loose grass turf with two flowering plants of common gromwell, and frequent wild basil.
 - Area 2 (21 x 6 m) - TM 06421 58173: Moderately species-rich grassland including false brome, pyramidal orchid, ox-eye daisy, wild carrot, goat's-beard, blue fleabane and wild basil.
 - Area 3 (38 x 8 m) - TM 06372 58187: As Area 2.

WPA1b Manage grassland donor areas

- 3.5 The grassland donor areas will be managed by cutting and raking twice a year in early spring and mid/late summer (or more frequently if required) prior to turf removal and translocation. The donor areas will also be cut and raked immediately prior to site clearance works proceeding in order to reduce the volume of the turfs to be moved, to help achieve a consistent turf depth and to maintain turf cohesion.

WPA1c Cut and remove turfs

- 3.6 Turves will be cut and lifted in May 2015 by a machine excavator fitted with a straight-edged, flat-bottomed bucket with side plates that enable turfs to be cut cleanly and vertically. The cut turfs will include the upper topsoil horizons at least to the depth of the penetrating root mat, as it is important that the turves are translocated with an intact root



system to promote successful establishment. The precise turf depth will be confirmed by the ECoW on site following inspection of the root mat depth, but a depth of between 150-250 mm will probably be required.

Prescription WPA2: Translocation of Boulder Clay Soil to WPA Receptor Area

- 3.7 Once the turfs have been removed, chalky sub-soils will be dug from beneath the grassland turf donor areas and used to raise soil levels in low-lying parts of the WPA. Machine access to the WPA from the Development Area for soil and turf translocation will be provided by a lifting panel in the reptile barrier fence.
- 3.8 The ground area to be raised within the WPA will be agreed on site and demarcated by wooden stakes and high-visibility tape to ensure that other parts of the WPA are not damaged or disturbed during the works. The area to be raised will be restricted to short pioneer grassland on compacted damp soil that is of negligible value to reptiles. Negative effects on reptiles during the works are not therefore anticipated but the potential need for hand strimming of the short grassland in advance of soil spreading will be confirmed in advance by the ECoW.
- 3.9 In advance of soil capping the compacted soil surface within the WPA receptor area will be broken up to a depth of 500 mm to loosen the surface soil horizons and improve drainage. The depth of soil capping will be agreed on site with the ECoW.

Prescription WPA3: Translocation of Grassland Turfs to WPA Receptor Area

- 3.10 Immediately following soil translocation, grassland turves collected from the Development Area and stored as part of the site strip (as outlined in WPA2) will be transferred to the raised soil area within the WPA. The turf strip, soil transfer and turf laying operation will be completed as a continuous process in a single day. Irrigation may need to be considered if the work is completed in dry weather.
- 3.11 Lifted turves will be moved immediately to the WPA receptor area on a flat-bed trailer or dumper without stacking or overhangs. If necessary, a temporary roadway or matting will be employed to minimise the risk of rutting or compaction of the WPA during turf translocation.
- 3.12 At the WPA receptor area turves will be carefully placed one at a time on the prepared ground, neatly and evenly fitted against each other so that there are no gaps between. Each turf will be bedded in by carefully applying pressure using the flat bottom of the bucket to ensure good contact with the subsoil base and that no air-filled voids remain between the base of the turf and the soil bed. If any gaps appear between turves they will be filled, without damaging the turves, with loose subsoil and/or topsoil from the donor site.

Prescription WPA4: Reptile Hibernacula

- 3.13 Three reptile hibernacula will be created within the WPA while undertaking the WPA1-3 works. The hibernacula will be located around the edge of the raised ground area to prevent damage to retained and unaffected habitats. Each hibernaculum will comprise a



pit or short linear trench filled with wooden logs or clean brick rubble and capped with earth. For further details of construction design see Edgar *et al.* (2010)¹.

Habitat Management

- 3.14 The following will be completed as part of the long-term management of the WPA in order to maximise its value to wildlife.

Prescription WPA5: Management of Existing Grassland

WPA5a Annual grassland cutting

- 3.15 Areas of existing grassland not affected by the soil capping and turf translocation will be managed by an annual late summer cut (10-20cm in height) using a tractor mounted grass cutter or similar, with the cuttings collected and removed.

WPA5b Management of rough grassland margins

- 3.16 A minimum 2 m wide grassland margin will be retained along the edges of bramble and woody scrub, and grassland on and around the reptile hibernacula, and will be managed as rough grassland on a three year rotation.

Prescription WPA6: Aftercare and Management of Translocated Grassland

WPA6a ECoW inspections

- 3.17 For the first two years after translocation two visits will be undertaken by the ECoW during each growing season in May and August to advise on the need for specific aftercare management in relation to:
- (i) the need to control undesirable plant species;
 - (ii) to rectifying any defects in the translocation;
 - (iii) maintenance of fencing and gates.

WPA6b Management of translocated grassland

- 3.18 The translocated grassland will be mown once a year in late summer (August/September) for the first five years using a tractor mounted grass cutter or similar, with the cuttings collected and removed. The need to increase the number of cuts to two per year will be reviewed as part of the management plan review (see later).

¹ Edgar, P., Foster, J. and Baker, J. (2010). *Reptile Habitat Management Handbook*. Amphibian and Reptile Conservation, Bournemouth.



Prescription WPA7: Scrub and Tree Management

- 3.19 No management of scrub or trees is proposed within this management plan period, but the need for future scrub removal and/or tree management will be revisited as part of the management plan review.

Prescription WPA8: Management of Reptile Barrier Fence

- 3.20 The reptile barrier fence will be checked by the ECoW on each monitoring site visit to confirm it is free from damage and fit for purpose. Any damage will be reported to the site owners immediately in order that necessary repairs can be made without delay.

Monitoring, Reporting and Review

- 3.21 Ecological monitoring of habitats, plants and reptiles within the WPA will be completed to assess the success of the enhancement measures and management, and will be used as a basis to inform future management planning for the site.

Prescriptions WPA9: Monitoring of Habitats and Plants

- 3.22 The following habitat and plant monitoring will be completed by the ECoW during the management plan period.

WPA9a Grassland Establishment

- 3.23 Up to two checks a year during the plant growing period (April-September) to assess the establishment of the translocated grassland and to provide advice regarding any need for any specific aftercare management.

WPA9b Habitat and Plant Species Composition

- 3.24 A walkover survey in June/July in the final year of the management plan period (Year 5) to record and map habitats and plant species including DAFOR abundance.

Prescription WPA10: Monitoring of Reptiles

- 3.25 A reptile survey of the WPA will be completed in April – September in the final year of the management plan period (Year 5) following reptile translocation. This surveys will use artificial reptile refuges (felt mats) with seven separate visits to be completed during suitable weather conditions.

Prescription WPA11: Reporting

- 3.26 A report of the site monitoring findings will be produced at the end of the management plan period (Year 5), including details of habitat and plant species composition, reptile species and numbers, and management advice going forward.



Prescription WA12: Review of Management Plan

- 3.27 The management plan and monitoring requirements will be reviewed after the first five year management plan period.



Management Prescription	2014	Month in 2015												Subsequent year				
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2016	2017	2018	2019	
WPA6b Management of translocated grassland																		
WPA7 Scrub and tree management		NO MANAGEMENT PROPOSED IN THIS MANAGEMENT PLAN PERIOD																
WPA8 Management of reptile barrier fence		INSPECTIONS TO BE MADE ON EACH SITE VISIT																
WPA9 Monitoring of habitats and plants																		
WPA9a Grassland establishment																		
WPA9b Habitat and plant species composition																		
WPA10 Monitoring of reptiles																		
WPA11 Reporting																		
WPA12 Review of management plan																		



Cedars Park Phase 3D, Stowmarket

Reptile Mitigation Strategy

Produced for Seamans Building

By Applied Ecology Ltd

February 2018

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1 Introduction

Background

- 1.1 Applied Ecology Ltd (AEL) has been commissioned by Seamans Building to prepare a reptile mitigation strategy for consented Phase 3D development (the 'Development Site') at Cedars Park, Stowmarket, Suffolk (central grid reference TM 0639 5814).
- 1.2 The need for a reptile strategy is set out by Condition 53 of the planning permission, which states the following *"A reptile mitigation strategy shall be submitted to and approved in writing by the local planning authority and implemented in full. This should include a method statement to deliver all the mitigation measures and suitable enhancement measures to avoid impacts on reptiles (Protected species)."*
- 1.3 The reptile strategy also satisfies the requirements of Condition 52 which states that *"All ecological mitigation and enhancement measures and/or works shall be carried out for Phase 3D, in accordance with the details contained in the Cedars Park Ecological Management Plan (Applied Ecology, Feb 2015) received 15 February 2015 and ecological [update] report (Applied Ecology, April 2017) received 21st April 2017 as already submitted with the planning application and agreed in principle with the local planning authority prior to determination."*
- 1.4 This report also provides details of a Wildlife Management Scheme (WMS), which is an additional requirement of the S106 agreement. The WMS is defined by the S106 Planning Obligation Report as *"...a scheme for the protection of and for the future management and maintenance of the Wildlife Protection Area including where appropriate provision for the transfer of the Wildlife Protection Area into a management company and for the adequate funding of that management company and for the avoidance of doubt the Reptile Mitigation Strategy can be submitted in the same document as the Wildlife Management Scheme"*.
- 1.5 In summary, this reptile mitigation strategy report provides material to satisfy Planning Conditions 52 and 53, and a Wildlife Management Scheme which is a requirement of the S106 legal agreement.



2 Baseline Information

Background

- 2.1 The majority of the Phase 3D Site was subject to reptile capture and translocation in April-May 2015, and has been (and will continue to be) maintained by periodic cultivation (or cutting) to prevent reptile colonisation prior to development proceeding.
- 2.2 An area of unaffected grassland and scrub known as the Phase 3D Wildlife Protection Area (WPA) was retained at the western end of the Site. A reptile fence was installed between the WPA and the wider Phase 3D Development Site, which remains in place. The WPA was used as a donor site for small areas of species-rich grassland turf removed from the Development Site and as a receptor area for reptile caught from the Development Site. However, due to the large number of reptiles found within the Development Site an additional receptor area was established and used at the nearby Phase 3A site in order to provide additional capacity. The locations of the Phase 3D Development Site and the WPA, and the existing Phase 3A reptile receptor area is shown by **Figure 2.1**.
- 2.3 The need for an updated reptile mitigation strategy relates to a proposal to construct two new attenuation basins within the WPA as part of the Site drainage provision. Additional reptile clearance will therefore be required in this area in advance of work proceeding to ensure reptiles are not killed and/or injured during the works.
- 2.4 In order to inform the reptile mitigation strategy update reptile surveys of the Phase 3D WPA and the Phase 3A receptor area were completed over the period May-July 2017, and are reported below.

Reptile Surveys

Survey approach

- 2.5 A walkover survey of both areas was completed by AEL on the 19 May 2017. Habitats were assessed and mapped according to their suitability for reptiles based on professional judgement. Reptile tins (felt tiles each 1 x 0.5 m) were placed in groups of five across each area ensuring that habitat areas of high, moderate and low suitability were covered. A total of 50 tins were placed out in the Phase 3D WPA, and 45 tins in the Phase 3A receptor area.
- 2.6 Seven separate survey visits to each area were completed in suitable weather conditions on 31 May, 1, 6, 16 & 26 June, and 11 & 21 July 2017.

Survey findings

- 2.7 The results of the habitat suitability assessment, together with the locations of tins groups are shown by **Figures 2.2** (Phase 3D WPA) and **2.3** (Phase 3A receptor area), with the results of the reptile surveys provided in **Tables 2.1** and **2.2**. A summary of the findings is provided below.



**Phase 3D, Cedars Park,
Stowmarket
Reptile mitigation strategy**

Location of the Phases 3D and 3A





-  Phase 3D application area
-  Phase 3D - Wildlife Protection Area
-  Phase 3D - reptile cleared Development Site
-  Phase 3A existing reptile receptor area

Figure 2.1

Map Scale @ A4: 1:5,000

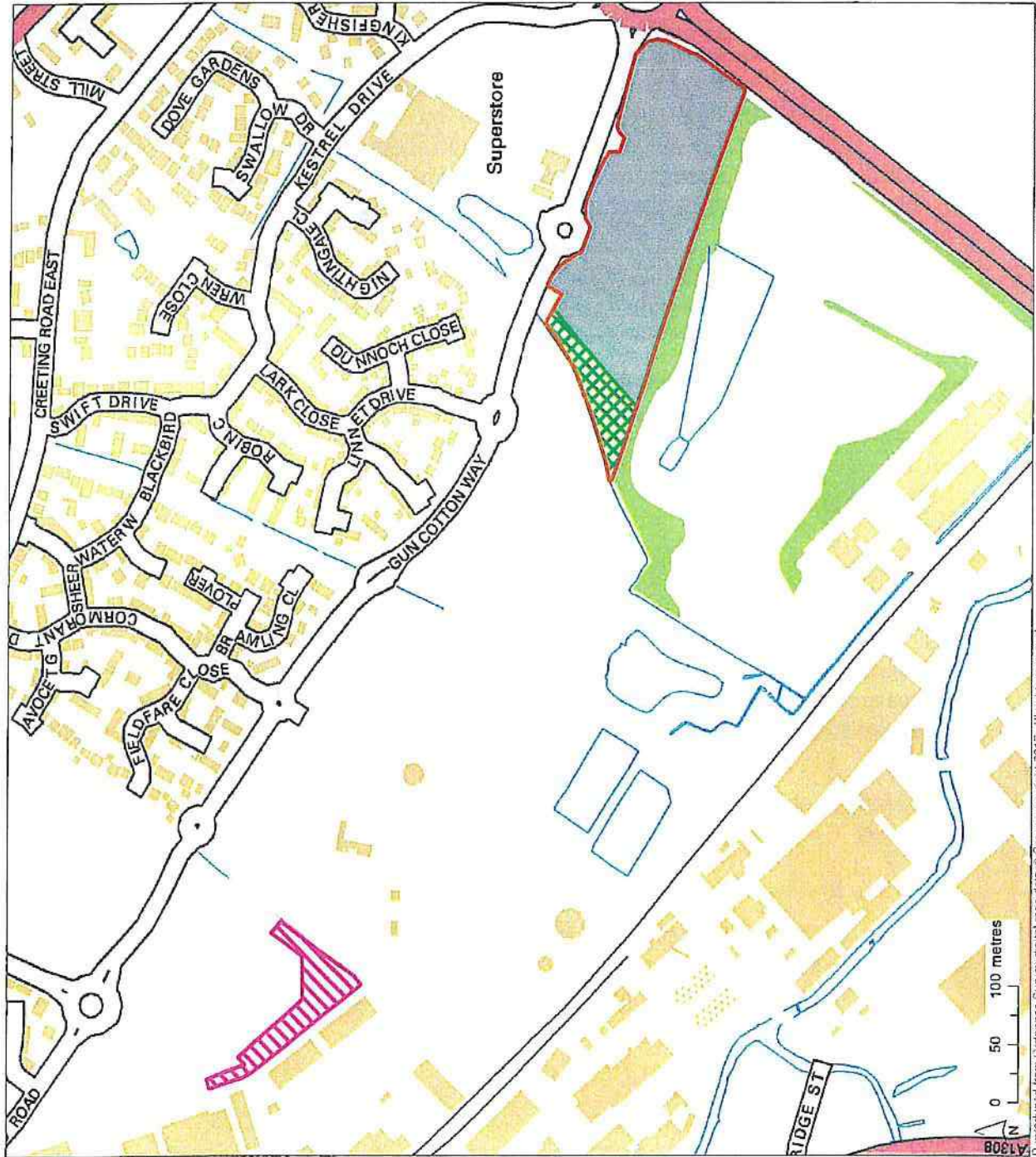
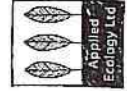
Surveyed by: N/A

Survey date: N/A

Drawn by: RJH

Checked by: DP

Status: Final



**Phase 3D, Cedars Park,
Stowmarket
Reptile mitigation strategy**

**Phase 3D WPA reptile habitat
suitability and tin placement**






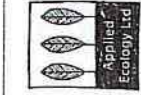
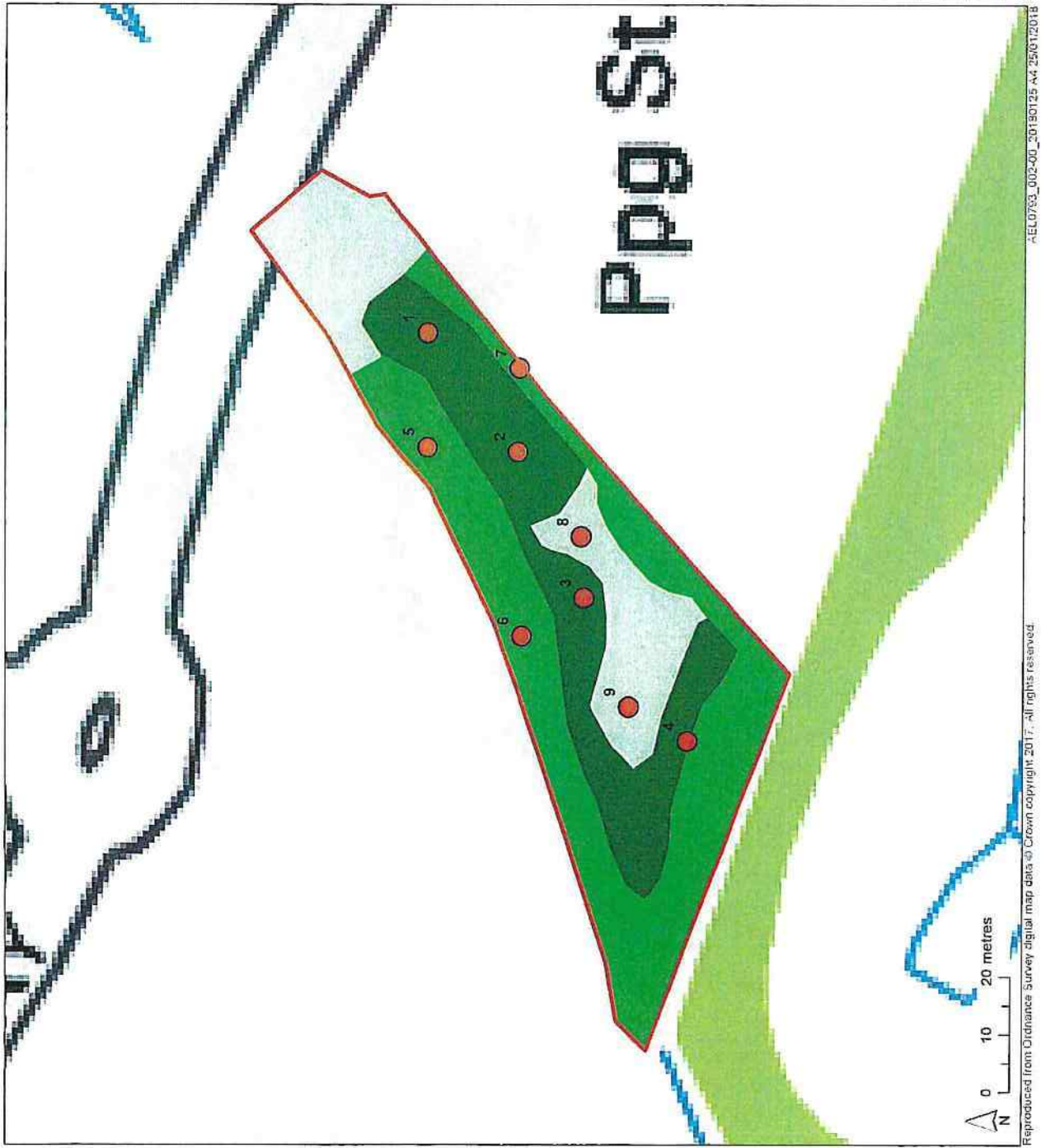
-  Phase 3D - Wildlife Protection Area
-  High reptile suitability
-  Moderate reptile suitability
-  Low reptile suitability
-  Reptile tins (all groups of 5)

Figure 2.2

Map Scale @ A4: 1:1,000



Surveyed by: AEL
Survey date: May- July 2017
Drawn by: RJH
Checked by: DP
Status: Final



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**Phase 3D, Cedars Park,
Stowmarket
Reptile mitigation strategy**

**Phase 3A reptile receptor area
habitat suitability and tin
placement**






-  Phase 3A existing reptile receptor area
-  High reptile suitability
-  Moderate reptile suitability
-  Low reptile suitability
-  Reptile tins (all groups of 5)

Figure 2.3

Map Scale @ A4: 1:1,000

Surveyed by: AEL
Survey date: May- July 2017
Drawn by: RJH
Checked by: DP
Status: Final

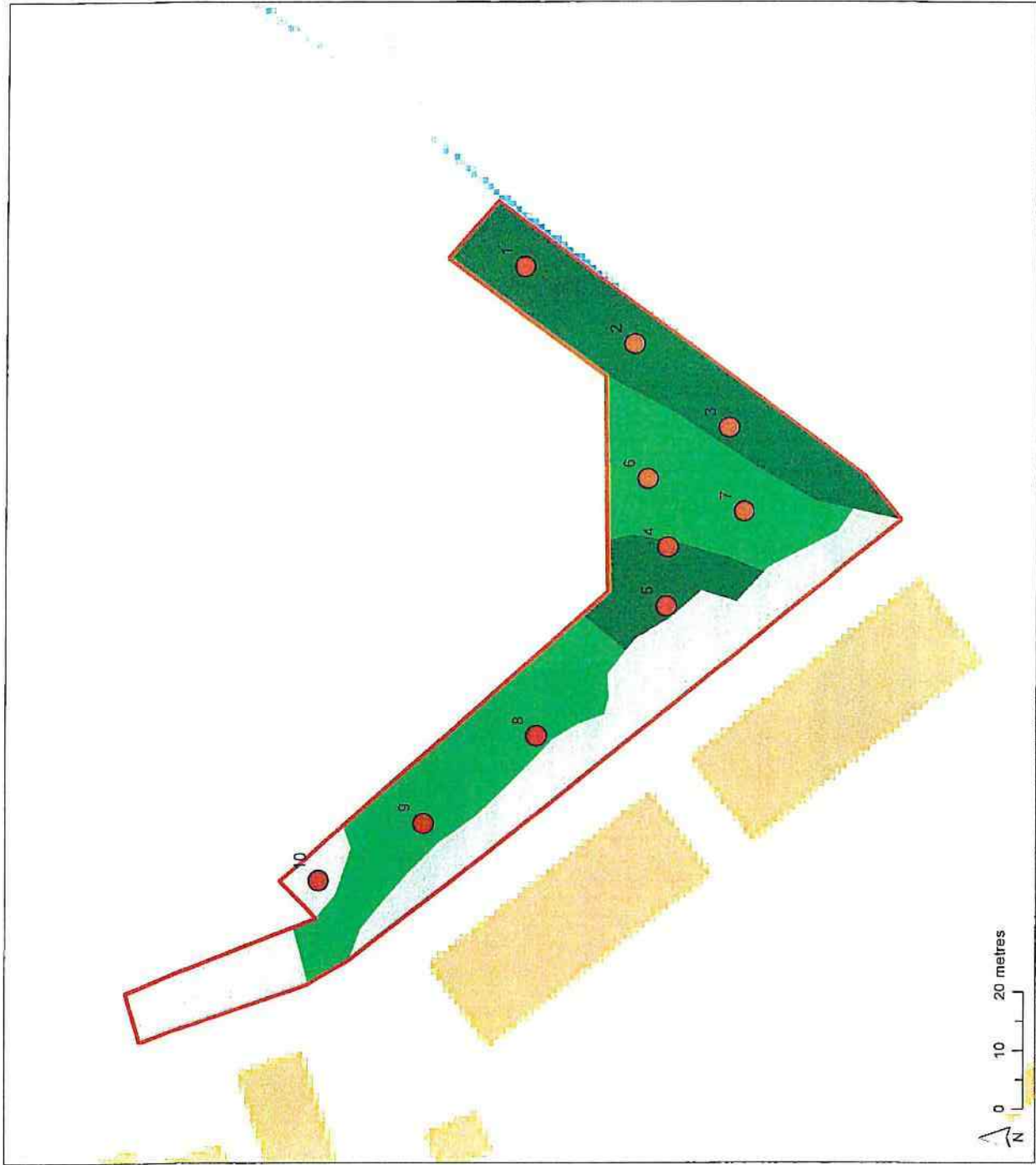
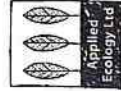


Table 2.1: Phase 3D WPA reptile survey results.

Date / time	Temp (°C) and cloud cover (%)	Survey findings by tin group										Total			
		G1	G2	G3	G4	G5	G6	G7	G8	G9	G10				
31.05.2017 (19:00)	18 (5)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01.06.2017 (08:30)	19 (2)	2m SW	1f, 1juv SW	3m, 2f SW	-	-	-	-	-	-	-	1juv SW	-	-	10 SW
07.06.2017 (14:00)	18 (50)	1juv SW	2m, 1f, 1juv SW	1m, 1f, 1juv SW	-	-	-	-	-	-	-	-	-	-	8 SW
16.06.2017 (9:30)	18 (80)	-	1m SW	2m, 1f SW, 1 GS	-	-	-	-	-	-	-	-	-	-	4 SW, 1 GS
26.06.2017 (17:30)	20 (50)	-	1 SW	1f SW, 2 CL	1 SW	-	-	-	-	-	-	-	-	-	3 SW, 2 CL
11.07.2017 (10:00)	18 (100)	1m SW	2m, 1f SW	2f, 2m SW, 1f CL	-	-	-	-	-	-	-	1m SW	1f SW	-	10 SW, 1 CL
21.07.2017 (11:00)	18 (40)	5 SW	8 SW, 1 CL	13 SW	1 SW	-	-	-	-	-	-	-	-	2 SW	31 SW, 1 CL

Table 2.2: Phase 3A receptor area reptile survey results.

Date / time	Temp (°C) and cloud cover (%)	Survey findings by tin group										Total				
		G1	G2	G3	G4	G5	G6	G7	G8	G9	G10					
31.05.2017 (19:00)	18 (5)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01.06.2017 (08:30)	19(2)	-	1f SW	-	2m, 1f SW	1m SW	-	-	-	-	-	-	1juv SW	-	-	6 SW
06.06.2017 (14:30)	18(50)	-	0	-	-	-	-	-	-	-	-	-	1m SW	-	-	1 SW
16.06.2017 (10:00)	18(80)	1juv GS	0	-	2m SW	-	-	-	-	-	-	-	1juv SW	2f, 1 juv SW, 1juv GS	-	6 SW, 2 GS
26.06.2017 (17:00)	20(60)	1f SW	1f SW	-	-	1juv SW	2m SW	-	-	-	-	-	1m, 1f SW	3f, 1m SW	-	11 SW
11.07.2017 (10:30)	18(100)	1f SW	2f, 1juv SW	-	1m SW	1m SW	-	1f SW	1juv SW	-	-	1juv SW	1juv SW	1m SW	4m, 2f SW	15 SW
21.07.2017 (11:00)	18(40)	-	2 SW	-	3 SW	1 SW	3 SW	4 SW	4 SW	3 SW	-	4 SW	4 SW	4 SW	-	21 SW



Phase 3D WPA

- 2.8 A maximum count of 31 slow-worms, two common lizards and one grass snake were recorded from the site.
- 2.9 Using standard assessment criteria (albeit the current survey used a higher density of survey tins) this equates to an '*exceptional population*' of slow-worm, and '*low population*' of common lizard and grass snake.

Phase 3A receptor area

- 2.10 A maximum count of 21 slow-worms and two grass snakes, equating to an '*exceptional population*' of slow-worm and a '*low population*' of grass snake.

Implications of survey findings

- 2.11 On the basis of these results, it is not considered appropriate to use the existing Phase 3A reptile receptor area for the translocation of reptiles from the attenuation construction area within Phase 3D WPA, as the area already supports good numbers of reptiles and has insufficient remaining capacity.
- 2.12 Enhancing existing habitat conditions with the existing Phase 3A receptor area to increase its reptile carrying capacity is not considered a realistic option given significant habitat enhancements were undertaken as part of the previous translocation, and further intervention is likely to be detrimental to reptiles in the short-term with no real long-term benefit.
- 2.13 The proposed mitigation approach is therefore to minimise the extent of habitat removal required to enable construction of the attenuation basins within the Phase 3D WPA, and to extend the existing Phase 3A receptor area in order to increase its existing carrying capacity.



3 Reptile Mitigation Strategy

Overview

- 3.1 The key steps of the proposed reptile mitigation strategy can be summarised as follows:
1. Continue to maintain the Phase 3D Development Site (that was cleared of reptiles in 2015) by regular cultivation or cutting to ensure no habitat potentially suitable for reptiles is allowed to establish in advance of development proceeding.
 2. Install reptile fence to separate the drainage / attenuation construction area from the area of retained unaffected habitat within the Phase 3D WPA.
 3. Install reptile fence around the Phase 3A reptile receptor extension areas.
 4. Undertake ecological enhancements within the Phase 3A receptor extension areas (e.g. creation of hibernacula and seeding).
 5. Undertake reptile capture from the Phase 3D WPA construction area, and translocate all reptiles caught to the receptor site.
 6. Following construction, reinstate habitats within the Phase 3D WPA construction area, and remove the internal reptile fence.
 7. Manage the Phase 3D WPA and the Phase 3A receptor area for the long-term benefit of reptiles.

Maintenance of the Phase 3D Development Site

- 3.2 The Phase 3D Development Site that was cleared of reptiles in 2015 must be maintained by regular cultivation or cutting to ensure no habitat potentially suitable for reptiles is allowed to establish in advance of development proceeding.

Preparation of Phase 3D Capture Site

- 3.3 The location of the proposed attenuation basins and associated drainage works within the WPA are shown by **Figure 3.1**.
- 3.4 It is of note that the majority of the species-rich turfs transferred to the WPA are located outside of the proposed construction area and will not therefore be affected by construction.
- 3.5 A temporary reptile fence will be installed to between the construction area and the area of retained and unaffected grassland within the WPA. An example of a suitable reptile fence specification is provided in **Appendix A**.

Extensions to the Phase 3A Reptile Receptor Area

- 3.6 As highlighted previously, extensions to the existing Phase 3A receptor area are required to increase its reptile carrying capacity prior to its further use as a reptile receptor. The locations of the proposed extension areas are shown by **Figure 3.2**.



**Phase 3D, Cedars Park,
Stowmarket
Reptile mitigation strategy**

**Construction area and retained
habitat within the Phase 3D WPA**





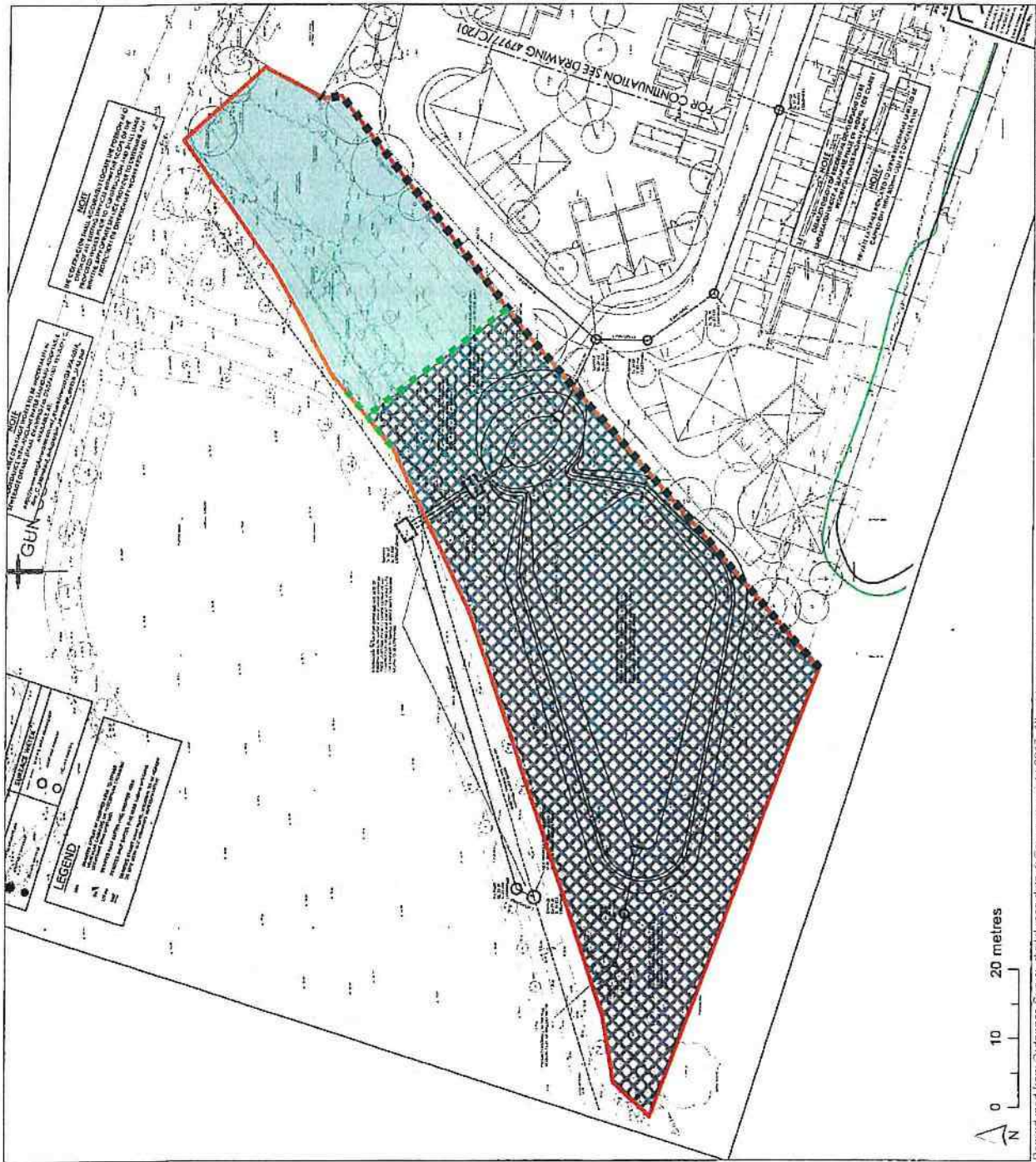
-  Retained area
-  Construction area
-  Existing reptile fence
-  Proposed reptile fence

Figure 3.1

Map Scale @ A4: 1:850

Surveyed by: N/A
Survey date: N/A
Drawn by: RJH
Checked by: DP
Status: Final



**Phase 3D, Cedars Park,
Stowmarket
Reptile mitigation strategy**

**Phase 3A reptile receptor area
extensions**

Existing receptor area

Proposed receptor extensions
(areas 1-3)

Figure 3.2

Map Scale @ A4: 1:2,000

Surveyed by: N/A

Survey date: N/A

Drawn by: R.J.H

Checked by: DP

Status: Final



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- 3.7 The receptor area will effectively be increased from 5,824 m² (0.58 ha) to 8,562 m² (0.86 ha), and includes the following additional areas:
- Extension area 1 - a triangle of bare ground with sparse vegetation.
 - Extension area 2 - a narrow verge of rank grassland with a dry ditch and scrubby unmanaged hedgerow dominated by dead elm. A poorly maintained footpath is located along the western side of the ditch, just inside the site boundary. As part of a consented scheme for part of Phase 3A it is proposed that the existing dry ditch is culverted to enable improvements to be made to the existing footpath. While there are no current plans to complete this work, it is possible that additional construction will be required in this area. If ditch and footpath improvements are to be taken forward reptiles would need to be temporarily cleared from this area while construction is completed. The area would however be reinstated to reptile friendly habitat in the long-term.
 - Extension area 3 - an area of bare ground with some marginal rank grassland and a dry ditch.
- 3.8 These extension areas will be enclosed with semi-permanent reptile fencing (see example specification in **Appendix A**) and internal fence sections removed to create a single extended receptor area compartment.
- 3.9 Areas of bare ground within Extension areas 1 and 3 will be prepared and seeded with an appropriate wildflower grass seed mix (i.e. Emorsgate EM4 meadow mix for clay soils), and an artificial reptile hibernaculum will be provided in each of these areas (see typical specification in **Appendix B**). No enhancements are currently proposed within Extension area 2.

Reptile Capture and Translocation

- 3.10 Reptile refugia (felt mats each 1 x 0.5 m) will be placed out around the WPA construction at a density of at least 50 per ha (as recommended by Herpetofauna Groups of Britain and Ireland, 1998)¹ to enable reptile capture. Subject to suitable weather conditions, reptile capture will begin in March 2018 with checks to be completed each day (Monday-Friday) in suitable weather.
- 3.11 HGBI (1998) guidance states that the minimum number of reptile capture days in suitable weather conditions for a High Population of slow-worm is 90 days. However, given the small size of the construction area and the fact that the majority of the higher value reptile habitat will be retained, this level of effort is very unlikely to be required. Reptile capture will continue until five consecutive days with no reptile captures are achieved in suitable weather, or if infrequent individual reptiles are caught for a prolonged period.
- 3.12 Any reptiles caught will be recorded (i.e. species, sex and life stage), transferred to a soft cotton bag and taken to and released at the Phase 3A receptor area.

¹ HGBI (1998) *Evaluating Local Mitigation / Translocation Programmes: Maintaining Best Practice and Lawful Standards*. HGBI Advisory notes for Amphibian and Reptile Groups (ARG).



- 3.13 If considered necessary, a period of progressive vegetation removal by strimming combined with the hand removal of features of potential shelter value to reptiles will be completed in conjunction with the reptile capture to aid the capture of any residual animals.
- 3.14 Following completion of the reptile capture, the site will be subject to a so called 'destructive search'. Any potential hibernacula, piles of wood, rubble or other features of potential shelter value to reptiles will be dismantled by hand under the supervision of an experienced ecologist and any reptiles found will be caught and moved to the receptor area. All areas of vegetation identified as being of particular value to reptiles will then be strimmed to ground level under ecological supervision.

Post-construction Reinstatement and Enhancement

- 3.15 Following construction of the attenuation basins and drainage works, the area will be profiled, prepared and seeded with an appropriate wildflower grassland mix. Precise details of landscape proposals are not known at this stage, but the area will be used to create reptile friendly grassland, potentially including damp grassland in attenuation basins (e.g. Emorsgate EG8 – Meadow grass mixture for wet soils) and drier meadow grassland on banks and surrounding areas (i.e. Emorsgate EM4).
- 3.16 Management in the first year will comprise early season mowing to control any annual species, with additional cuts required if growth is vigorous.



4 Habitat Management and Monitoring

- 4.1 This chapter sets out details of the management and monitoring proposals for the Phase 3D WPA and the Phase 3A receptor area. A simple management crib sheet that summarise the key management requirement for these two areas is provided in **Appendix C**, and can be used in conjunction with the more detailed management descriptions and timetables to instruct appointed management contractors.

Habitat Management

Management of the Phase 3D WPA

- 4.2 In order to ensure delivery of this management plan (and to satisfy the requirements of the S106 agreement), the control of the Wildlife Protection Area will be transferred to a funded management company.
- 4.3 The following management prescriptions are, where possible, consistent with the existing Ecological Management Plan (AEL, 2015)².

WPA1: Maintenance of reptile barrier fence

- 4.4 The reptile barrier fence separating the WPA from the wider Phase 3D Development Site must be retained and regularly checked to confirm it is free from damage and fit for purpose while construction within the Phase 3D Site is ongoing.
- 4.5 Any damage to the fence will be reported to the site owners immediately in order that necessary repairs can be made without delay.

WPA2: Scrub management

- 4.6 Existing woody and bramble scrub along the north-western boundary dry ditch and a block of blackthorn scrub at the northern end of the WPA will be cut back every three years (or more frequently if considered necessary) in order to prevent the gradual loss and deterioration of the open grassland habitat.
- 4.7 To avoid damage and disturbance, management of woody scrub along the ditch, close the Site boundary, will be completed from the adjoining cycleway/footpath using a tractor with arm mounted flail, or similar equipment. Management of the stand of blackthorn, and any other developing areas of woody or bramble scrub that are not accessible from the cycleway, will be cut and removed by hand using a chainsaw or hedge cutter.
- 4.8 Scrub management must be completed outside of the bird breeding period, between the months of December-February, inclusive.

² AEL (February 2015). *Cedars Park, Stawmarket – Ecology Management Plan*. Prepared for Seamans Building. V3.0, 13 February 2015.



WPA3: Annual grass cutting

- 4.9 Annual grassland management is required to prevent colonisation by coarse grasses and eventually woody scrub, and to retain the long-term value of the WPA for reptiles and plants.
- 4.10 Given the undulating ground conditions grass cutting within the WPA is probably best achieved using a hand-held strimmer / brush-cutter. Areas of existing grassland, including established and reinstated grassland, will be managed by an annual late summer cut (July-August) to 10-20cm in height.
- 4.11 The cut grass should be allowed to dry on site and removed within 7 days of cutting. Arisings may be composted or placed in habitat piles on sacrificial parts of the WPA. The need for an additional autumn cut will be reviewed.

WPA4: Management of rough grassland margins

- 4.12 A 2 m wide grassland margin will be retained along the edges of bramble and woody scrub, and grassland on and around the reptile hibernacula, and will be managed as rough grassland to be cut using a hand-held strimmer / brush-cutter (10-20 cm in height) on a three-year rotation in conjunction with scrub clearance (WPA2).

Management of the Phase 3A Receptor Area***RA1: Scrub and hedgerow management***

- 4.13 Existing woody and bramble scrub within the receptor area will be cut back to the western ditch line every three years (or more frequently if considered necessary) using a small tractor with arm mounted flail, or similar equipment, in order to prevent the gradual loss and deterioration of grassland habitat.
- 4.14 Scrub management must be completed outside of the bird breeding period, between the months of December-February, inclusive.

RA2: Annual grass cutting

- 4.15 Annual grassland management is required to prevent colonisation by coarse grasses and eventually woody scrub, and to retain the site's long-term value for reptiles and plants.
- 4.16 The grassland will be cut in late summer (July-August) each year to a height of 10-20 cm using a tractor mounted cutter, or similar equipment.
- 4.17 The cut grass should be allowed to dry on site and removed within 7 days of cutting. Arisings may be composted or placed in habitat piles on sacrificial parts of the receptor area. The need for an additional autumn cut will be reviewed.

Monitoring, Reporting and Review**Monitoring of the Phase 3D WPA**

- 4.18 Ecological monitoring of habitats, plants and reptiles within the WPA will be completed to assess the success of the enhancement measures and management, and will be used as a basis to inform future management planning.



WPA5: Habitat and plant species composition

- 4.19 A walkover survey in June/July in the final year of the management plan period (Year 5) will be completed to record and map habitats and plant species including DAFOR abundance.

WPA6: Monitoring of reptiles

- 4.20 A reptile survey of the WPA will be completed in April – September in the final year of the management plan period (Year 5) following reptile translocation. This survey will use artificial reptile refuges (felt mats) with seven separate visits to be completed during suitable weather conditions.

Monitoring of the Phase 3A Receptor Area

- 4.21 Ecological monitoring of habitats, plants and reptiles within the receptor area will be completed to assess the success of the enhancement measures and management, and will be used as a basis to inform future management planning for the area.

RA3: Habitat and plant species composition

- 4.22 A walkover survey in June/July in the final year of the management plan period (Year 5) will be completed to record and map habitats and plant species including DAFOR abundance.

RA4: Monitoring of reptiles

- 4.23 A reptile survey of the receptor area will be completed in April – September in the final year of the management plan period (Year 5) following reptile translocation. This survey will use artificial reptile refuges (felt mats) with seven separate visits to be completed during suitable weather conditions.

Review and Reporting***RR1: Review of management plans***

- 4.24 The management plan and monitoring requirements for the WPA and Phase 3A receptor area will be reviewed after the first five-year management plan period.

RR2: Reporting

- 4.25 A report of the monitoring findings will be produced at the end of the management plan period (Year 5), including details of habitat and plant species composition, reptile species and numbers, and management advice going forward for the WPA and Phase 3A receptor area.



Management Timetable

Table 4.1: Management and monitoring timetable.

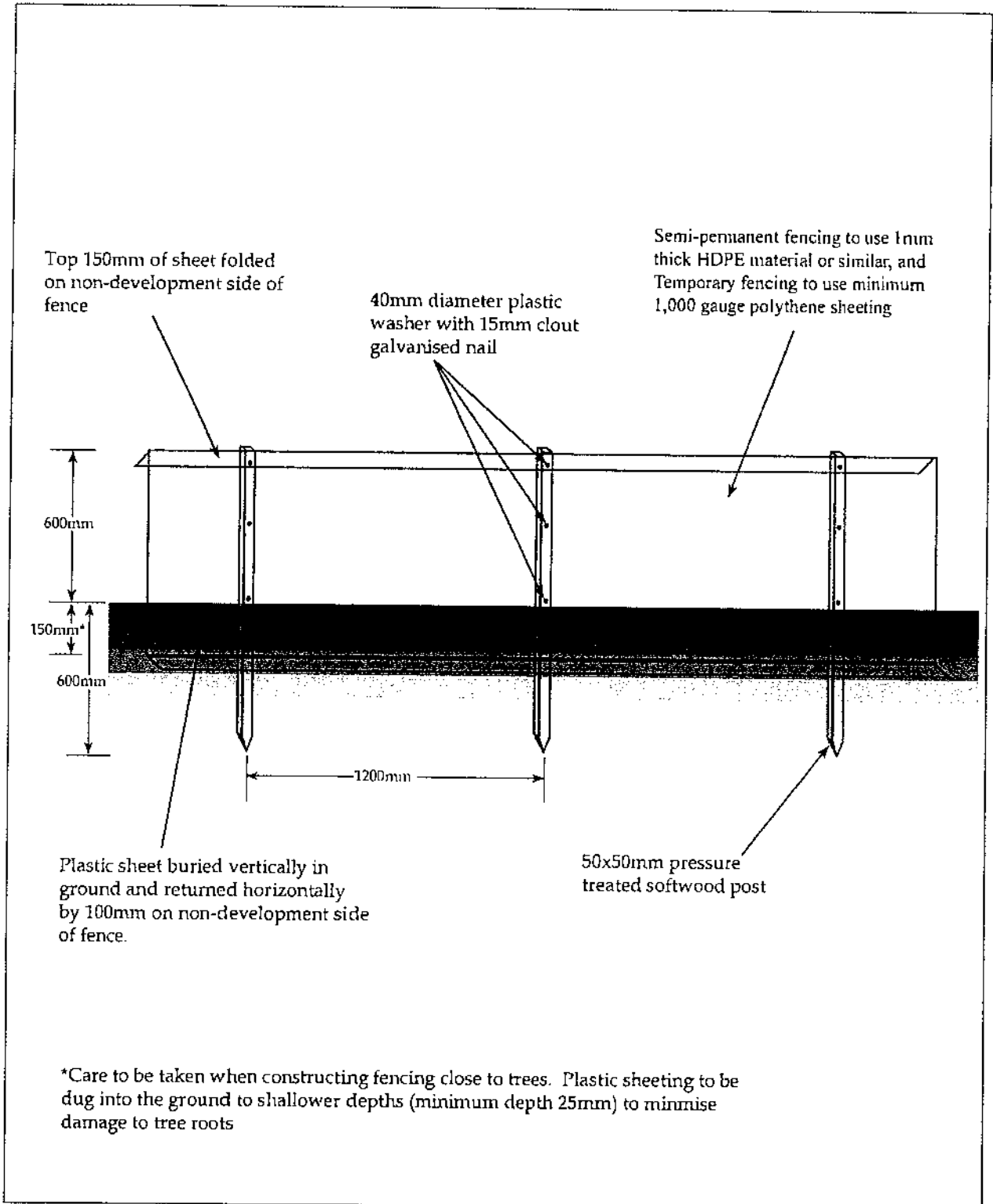
Management Prescription	Month in 2018												Subsequent year				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2019	2020	2021	2022	
Management of the Phase 3D WPA																	
WPA1 Maintenance of reptile barrier fence																	
WPA2 Scrub management (Dec-Feb)																	
WPA3 Annual grass cutting																	
WPA4 Management of rough grassland margins																	
Management of the Phase 3A receptor area																	
RA1 Scrub and hedgerow management (Dec-Feb)																	
RA2 Annual grass cutting																	
Monitoring of the Phase 3D WPA																	
WPA5 Habitat and plant species composition																	
WPA6 Monitoring of reptiles																	
Monitoring of the Phase 3A receptor area																	
WPA5 Habitat and plant species composition																	
WPA6 Monitoring of reptiles																	
Review and reporting																	
RR1 Review of management plan																	
RR2 Reporting																	

To be retained and maintained while Site 3D construction is ongoing

Appendix A

Reptile fencing specifications

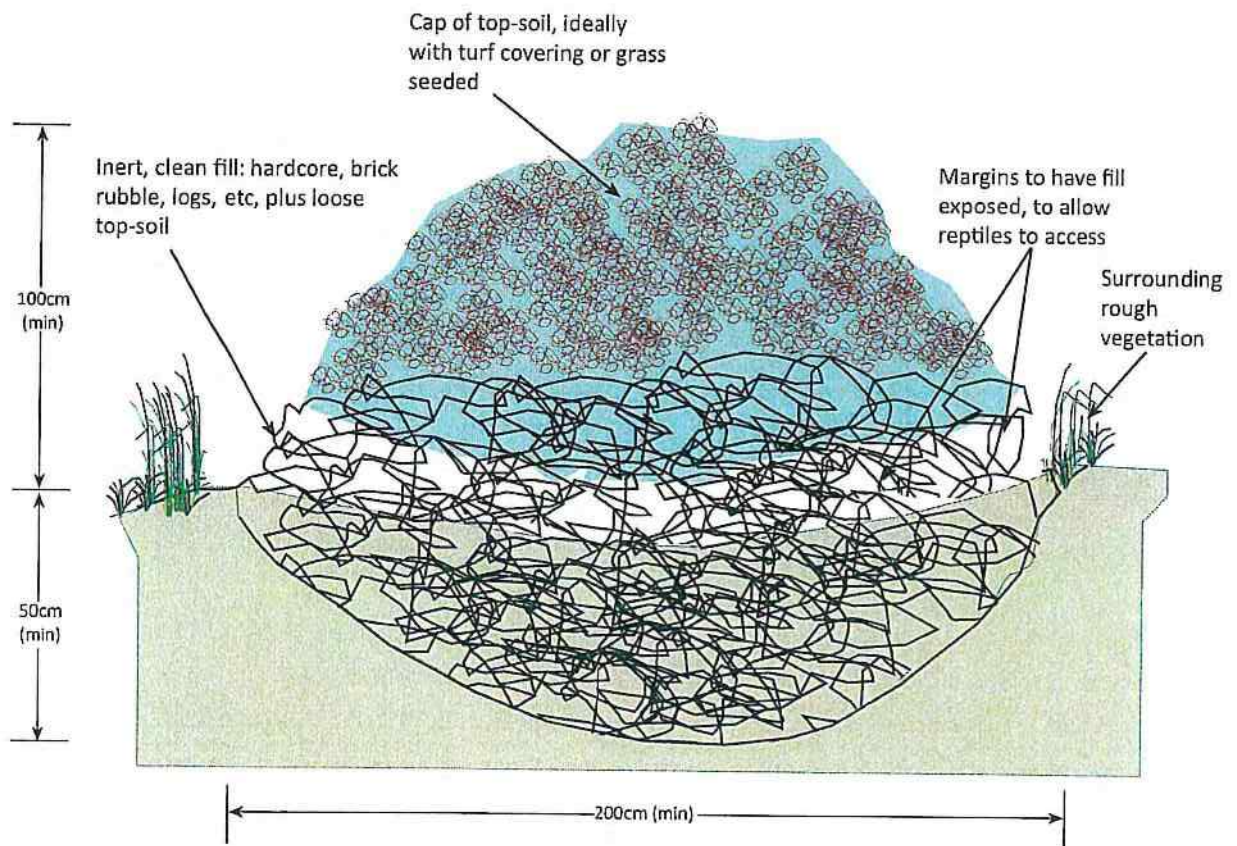




Appendix B

Reptile hibernaculum





Appendix C

Management crib sheet



Cedars Park Ecology Management Plan (Prepared by Seamans)

<p><u>General grass areas.</u> Annual late summer cut (10-20cm in height) August/September</p>	<p>Collect and remove cuttings</p>
	

<p><u>2m grassland margin along edges of bramble and hedges plus grass on and around hibernacula</u> Cut on a three yearly rotation with one third of areas cut annually (cut 10-20cm in height) August/September</p>	<p><u>Scrub and tree management</u> As required to prevent encroachment into grassland September-January</p>
	

<p><u>Development areas</u> Regularly manage by close mowing or harrowing to prevent growth of grass or scrub</p>	
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Landscape Management Plan

Development at Land off Gun Cotton Way, Cedars Park, Stowmarket (Site 3D)

February 2018 (Revised 01.08.18 – EMP by Applied Ecology Referenced)

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1.0 PARTICULARS

1.1 THE PARTIES

- 1.1.1 The Adopting Authority/Management Company: this is the organisation that will have adopted ownership of the grounds and is therefore responsible for the management and maintenance of them and all external facilities and features within them. The Adopting Authority shall also be taken to mean any employee or representative of the company in ownership of the grounds. The Adopting Authority for this site shall be The Management Company.
- 1.1.2 The Grounds:- The Grounds shall be taken to mean the landscape areas shown on drawing LSDP 11444-3D-03, which are within the red line shown on the development site plans included in the planning application, but excluding private garden areas conveyed to residents.
- 1.1.3 The Management Plan: The Management Plan shall be taken to include this document and any supporting plan including any documentation containing quantitative and qualitative information about the grounds that will be useful to those responsible for managing and maintaining them.
- 1.1.4 The Landscape Management Company: the company or organisation employed by the Adopting Authority to undertake the works in managing and maintaining all landscaped areas, facilities and features contained therein.
- 1.1.5 The Landscape Manager: the person employed by the Landscape Management Company who is the main point of contact for the users, consultative advisors, site operatives and representatives of the Adopting Authority and all other relevant parties.
- 1.1.6 The Developer: the development company responsible for the restoration / redevelopment and construction of the development.
- 1.1.7 The Landscape Architect: the LSDP Landscape Architect who is a Chartered Member of the Landscape Institute (CMLI), responsible for the preparation of this Management Plan and negotiating its approval with the Local Planning Authority.
- 1.1.8 Local Planning Authority: This term (often abbreviated to LPA) shall refer to Mid Suffolk District Council and its Planning and Landscape Officers who are involved in the process of examination and approval of landscape documentation.

1.2 RECITALS

- 1.2.1 This document hereinafter called the Management Plan, has been commissioned to set out the required management operations for The Grounds, in a satisfactory, clean, tidy and sustainable condition in perpetuity.
- 1.2.2 Once approved this Management Plan will form part of the planning permission for the site. This document shall therefore be carried out in accordance with its clauses immediately on completion of the landscape works (and any contractual maintenance periods associated with these works). Such implementation is subject to enforcement action by the LPA if not adhered to as agreed. Any variation therefore, will need to be agreed in writing by the Local Planning Authority.

- 1.2.3 The management requirements given in the clauses below relate to the annual management of the grounds, in any one 12-month period. This Management Plan has been prepared on the basis of foreseeable maintenance within a 10-year period, with annual interim reviews.
- 1.2.4 The Landscape Management Company shall be responsible for the timing and number of visits to ensure the site has a well-maintained appearance, unless there is specific reference to a quantity of visits required or a date or period when a particular item is necessary.
- 1.3 ANNUAL REVIEW**
- 1.3.1 This Management Plan should progress through a full annual review of the management requirements, regimes and practices. Any revisions that are deemed necessary within the first 5 years shall be undertaken by the Landscape Architect.
- 1.4 ASSURANCES**
- 1.4.1 The Landscape Manager shall be required to keep up to date and suitable insurances to the specific requirements and satisfaction of the Adopting Authority. The Landscape Manager shall be prepared to produce certificates for such insurances for inspection by the Adopting Authority at any time.
- 1.5 SCHEDULES**
- 1.5.1 In support of this Management Plan the following drawings should be referred to:-
- Landscape Proposal Drawing – ref LSDP 11444-3D-03
 - Ecological Management Plan v.3 by Applied Ecology – Refers to management of grassland and scrub on western edge of site
 - Reptile Mitigation Strategy by Applied Ecology – Refers to management of grassland and scrub on western edge of site

2.0 PRELIMINARIES

2.1 GENERAL

- 2.1.1 All hard and soft landscape areas, immediately after planting or following a 12-month maintenance period as required, shall be the responsibility of the Adopting Authority, who may employ a Landscape Management Company to carry out the management and maintenance operations. Management works shall be reviewed annually by a suitably qualified representative of the Adopting Authority in conjunction with the Landscape Manager, to ensure that the management operations and regimes are relevant to the current conditions and circumstances. This review shall ensure that the long-term management aims and objectives, set out below, are achieved.
- 2.1.2 The Management Plan has been set out in two parts; long-term strategic works and annual ongoing operations. The clauses will deal with the maintenance of both hard and soft landscape elements, their refurbishment and eventual replacement, as they become dilapidated.

2.2 DUTY OF CARE

- 2.2.1 The Adopting Authority owes the residents and members of the public a duty of care that the landscape elements, both hard and soft, are safe, clean, and that all reasonable steps have been taken to minimise risks of injury and damage to persons and property.
- 2.2.2 The Adopting Authority also should be aware that the site has the potential to provide habitat for protected species and has a duty of care to see that any works carried out are in accordance with wildlife legislation.

3.0 MANAGEMENT AIMS AND OBJECTIVES

3.1 VISION

- 3.1.1 The public areas under the maintenance of this Management Plan, shall be presented in good condition, with well-maintained planted areas.

3.2 QUALITY STANDARDS

- 3.2.1 All hard and soft landscape elements shall be maintained in good condition, clean, free from hazards. There will be regular inspections to maintain the soundness of structures and surfaces. These works shall include sweeping; wiping; washing; staining; painting; tidying and other such ancillary works in respect of hard landscape elements. Maintenance of soft works shall include, weed control, pest control, watering, pruning, fertilising and any other such ancillary works in respect of soft landscaping; all set out in the clauses below. Good horticultural practice shall apply to all areas and all planting shall be kept free of weeds at all times.

3.3 BIODIVERSITY AND WILDLIFE

- 3.3.1 Ecological diversity and promotion of site biodiversity shall be encouraged and promoted. It is acknowledged that soft landscape areas are potential places of refuge and foraging for wildlife and should always be managed to enhance biodiversity. Refer to recommendations in ecological report

4.0 LONG TERM MANAGEMENT CONSIDERATIONS

4.1 MANAGEMENT PLAN REVIEW

- 4.1.1 The Adopting Authority shall prepare an annual report in the autumn, reviewing the management procedures for the site. The Review findings will be assessed and where relevant, it shall be agreed that the Management Plan be updated, at the sole discretion of the Adopting Authority.
- 4.1.2 If updated, the revised Management Plan shall be issued to the LPA within 5 years of the planning approval for proper application of this document. Once approved (where applicable) the revised document shall be released to the Landscape Manager. The Landscape Management Company shall instigate changes to the management regimes, ensuring that any works necessary for the protection and sustainability of any protected wildlife are carried out with the highest priority.

4.2 SPECIALIST WORKS

- 4.2.1 Specialist works shall be defined as any works that require input from contractors who are suitably skilled, qualified and certified or licensed personnel to carry out such specialist works. All such specialist works shall be carried out at an appropriate time of year, and in the case of tree surgery and hedge survey works, shall avoid the nesting season (March to September inclusive), and avoid any disturbance of other protected species of flora and fauna under the Wildlife and Countryside Act 1981 and Natural Habitats and Conservation Regulations 1994, as amended.

4.3 REPLACEMENT AND ENHANCEMENT

4.3.1 SOFT LANDSCAPE ELEMENTS

Any plants that fail to show growth or develop full foliage within the first 5 years after planting, (including plants damaged during management operations), shall be suitably replaced with stock of the size originally specified. This shall include any plants that are destroyed by vandalism, theft or similar cause. In some cases, established plants may die back and should be given an opportunity to recover, retaining the existing rootstock. This shall be completed by reducing branches to coppiced proportions, cutting them back to forked growing points within 0.5m of ground level and allowing them to reshoot. If the plant fails to reshoot, then it shall be removed and replaced as above. Decaying tree trunks can be left in-situ for wildlife or carted to woodland / scrub areas to allow natural decay process to continue and retaining wildlife benefit on site.

5.0 ANNUAL MANAGEMENT OPERATIONS

All specified maintenance works shall be undertaken every year and in perpetuity by the Landscape Manager / Adopting Authority, as required until trees and hedges mature, unless otherwise directed by the Adopting Authority.

5.1 WEED CONTROL

5.1.1 The Landscape Contractor shall top up bark mulch to all planted areas including around the base of all new tree planting, to provide a long term weed suppression barrier.

5.1.2 For particular pernicious weeds, chemical weed control is permissible and applications shall be administered by qualified personnel using Controlled Droplet Applicators in accordance with the manufacturer's recommendations and Control of Pesticides Act Regulations 1986, the Food and Environment Protection Act 1985, COSHH Regulations 1994 and any amendments thereafter. The correct protective clothing and apparatus must be worn whilst undertaking spraying operations. Chemical application shall be applied during appropriate weather conditions only, avoiding contamination of surrounding areas. Warning signs must be erected in areas to be sprayed with herbicide during the hours when applications may be hazardous to humans or animals (pets). Whenever possible, advanced warning must be given to the site owner when spraying.

5.2 WATERING.

5.2.1 During the first 12 months of the Maintenance Period, all plants shall be watered adequately by the Landscape Implementation Contractor, as required, to ensure healthy growth.

5.2.2 During years 1 to 3 of the Management Period in times of severe drought the Landscape Manager shall use their discretion and shall apply sufficient water to ensure plant survival as required. In the event of restrictions on the use of water, alternative arrangements for obtaining and using water from other sources (e.g. second class water) shall be made. After this period the planting should be able to 'hold its own', with intervention as required at the discretion of the Landscape Manager.

5.3 EXISTING TREES – OCCASIONAL MANAGEMENT OPERATIONS

5.3.1 All existing trees shall be reviewed annually in line with suitable health and safety precautions for publically accessible areas of open space. Findings are to be actioned as required, obtaining necessary permissions.

5.3.2 A suitably qualified arborist shall be appointed to review any existing trees that go into physiological decline, or become storm damaged. Trees should also be checked for rootplate failure, following storms. Obtain permission from the LPA if trees are covered by Tree Preservation Orders, to remove all stems and limbs, which are unsafe or are in danger of falling or breaking up during gales. Retain wood in suitable locations for log piles as invertebrate habitat. Suitable locations are to be agreed with Landscape Architect. Do not site burn.

5.4 NEWLY PLANTED TREES

- 5.4.1 Trees supplied as Selected Standard shall have a clear stem of 2m at planting. Trees planted as Feathered, shall have their canopies raised to 2m, when their overall height reaches 4m. Planted trees shall be maintained as required to ensure clear, unobstructed access below canopies as the trees mature. This shall be checked regularly, and branches that intrude or create obstacles shall be removed or crown lifted as required, by a qualified Arborist, to maintain general safety. All damaged and broken branches are to be removed with a clean cut, in accordance with good horticultural and arboricultural practices.
- 5.4.2 Individual trees in grass areas shall be protected by strimmer guards. Chaffing and damage to the bark of new trees, caused by rubbing against stakes or strimmer guards shall be prevented. Ties and guards shall be adjusted annually in line with tree development and trunk growth.
- 5.4.3 A circle 500mm radius from the base of each tree shall be maintained free of grass and weed growth for a minimum of 5 years, until plants are fully established. Strimming shall not be permitted about the base of trees as damage to the bark/tree condition is likely to result.
- 5.4.4 All damaged and broken branches are to be removed with a clean cut; in accordance with good horticultural and arboricultural practices.
- 5.4.5 All tree stakes shall be removed as soon as the tree develops sufficient structural roots. This should be within 1-2 years for trees planted as Feathered and 2-3 years for trees planted as selected standard. Strimmer guards should be checked annually, adjusted and removed where required before chafing of tree bark occurs.

5.5 EXISTING HEDGES / SCRUB AND SHRUBS:

- 5.5.1 Existing hedges / tall shrubs on northern edge of site:
Manage at 1.5m-1.8m height, cutting annually in September / October to maintain rectangular 'wide hedge' profile. Sections of Dogwood should be coppiced every 5 years. Remove herbaceous weeds and bramble scrub by hand. Spot herbicide treatments may be used for persistent weeds.
- 5.5.2 Groundcover planting on southern edge of site:
Manage at 0.3-0.5m height, cutting annually in September / October, pruning individual branches so that plants retain natural form, rather than box shape. Coppice ground cover planting ever 7-10 years to maintain vigour. Remove herbaceous weeds and bramble scrub (including roots) by hand in spring and late summer. Spot herbicide treatments may be used for persistent weeds.
- 5.5.3 Existing scrub on western edge of site:
Refer to accompanying Ecological Management Plan & Reptile Mitigation Strategy by Applied Ecology

5.6 NEW HEDGES / AND NATIVE SHRUB PLANTING:

5.6.1 New hedge planting (to fill gaps in existing hedges on northern edge of site):
Maintain free of weeds until planting is established and forms closed-canopy over ground. Once planting reaches 1.5m, manage height and faces of hedge as per existing (see above).

5.6.2 Native shrub planting:
Maintain free of weeds until planting is established and forms closed-canopy over ground. Once established, coppice planted areas every 5-10 years.

5.7 GRASS AREAS

5.7.1 Mown Grass (Verges and general amenity areas):-
Mow fortnightly during the growing season, or as required, avoiding excessive cutting during dry periods, to maintain a maximum height of 35mm high. Remove all arisings from site.

5.7.2 Meadow Grass (Existing areas on north-western edge of site):
Refer to accompanying Ecological Management Plan & Reptile Mitigation Strategy by Applied Ecology

5.7.3 Meadow Grass (Areas on western edge of site around storage basin):
Year 1 Management: Mow regularly to manage growth at 40-60cm and remove arisings from site. Regular mowing is required in this period, to prevent dominance of annual weeds and allow light to the small developing wild flower seedlings in the base of the grass sward. It is also helpful to reduce soil fertility to deter vigorous ruderal vegetation. Persistent herbaceous weeds, may be eradicated with spot herbicide treatments.
Year 2 & ongoing Management: Once established, manage as per accompanying Ecological Management Plan & Reptile Mitigation Strategy by Applied Ecology

5.8 WASTE MATERIAL

5.8.1 Some arisings resulting from general landscape maintenance operations such as pruning and trimming may be retained on site in compost or log piles to create invertebrate habitat. The rest shall be removed from site and taken to an approved tip.

5.9 FIRMING UP and PLANT SUPPORTS

5.9.1 All plants which have become loosened, by frost or wind etc, shall be set upright and re-firmed by treading within the first 5 years after planting. Any 'failures' after this period that become lifted shall be firmed where possible and cut back to the base and allowed to regenerate from the base.

5.19.2 The landscape operatives shall check and when necessary adjust, straighten and firm rabbit guards, tree ties and tree stakes during the first 5 years of establishment. Tree stakes, ties and other supports or rabbit guards shall be removed at the end of the first 5 years of establishment.

5.10 TOPPING UP BARK MULCH

5.10.1 Bark mulch shall be topped up annually for the first 5 years, following planting, to maintain after settlement, a depth of not less than 40mm in all areas of planting. Care

should be taken to ensure that the lower branches and foliage of plants are not smothered.

5.11 LITTER COLLECTION

5.11.1 Prior to undertaking grass cutting or weed control herbicide operations, the Landscape Contractor shall remove all litter, such as non-biodegradable tins, bottles and other debris from planting areas and hard surfaced areas. Litter collection shall occur on a monthly basis.

5.12 STREET FURNITURE

5.12.1 Generally: Street furniture should be inspected annually and the following checks made:
Check surfaces of all metalwork for damage to paint work or signs of rust
Check foundations are secure
Check all fixings and for damage, excessive wear, excessive corrosion or loosening

5.12.2 Maintenance: If any defect is found during the above inspections, it should be rectified as soon as possible in accordance with the manufacturers recommendations.

5.13 PAVING

5.13.1 Generally: Paved surfaces and edging units should be inspected annually and the following checks made:
Check for loose edging units
Check paved surfaces for subsidence, cracking and excessive wear
Check painted play patterns for fading or wear.

5.13.2 Maintenance: If any defect is found during the above inspections, suitable contractors should be employed to rectify it as soon as possible. Repaint play patterns as necessary.

5.14 NOTIFICATION.

5.14.1 Any management measures required in order to keep the site in a clean, tidy and well maintained condition that are additional to those set out in the clauses above shall be first notified to the Adopting Authority. Written authorisation shall have been received from the Adopting Authority before any such works are carried out. Any such works carried out without receipt of written confirmation, may, at the sole discretion of the agents or officers of the Adopting Authority, receive no payment.

6.0 SCHEDULE OF MAINTENANCE OPERATIONS

6.1.1 The following table lists all operations required to be undertaken each year following completion of construction contract works.

Maintenance Operation	Number of Visits (to be dependent on season – where not dependent on season the timing shall be agreed between the Adopting Organisation and the Landscape Management Team, indicative timings are shown with a *)				Total number of visits per year	Additional Comments
	Jan – March (13 weeks)	April – June (13 weeks)	July – Aug (9 weeks)	Sept – Oct (9 weeks) Nov –Dec (8 weeks)		
GENERAL						
Litter picking	Once per month	Once per month	Once per month	Once per month	12	
Weeding all planted areas	*	Once per month	Once a month	*	7	Weed by hand taking care not to disturb bark mulch. Remove arisings off site.
Spot herbiciding of planted areas	Once in late March		Once in mid August		4	Only if required, to deal with persistent weeds
SOFTWORKS						
Verges & Grass Amenity Areas – Mowing to create short mown grass areas	As required from start of growing season	Once every 1-2 weeks according to weather.	Once every 16 days - according to weather.	Once every 2-2.5 weeks according to weather.	8-15 according to the weather	Mowing frequency should be adjusted by the Landscape Management Contractor according to climatic conditions.
Meadow Grass Areas (Western edge of site)						Refer to accompanying Ecological Management Plan & Reptile Mitigation Strategy by Applied Ecology

Maintenance Operation	Number of Visits (to be dependent on season – where not dependent on season the timing shall be agreed between the Adopting Organisation and the Landscape Management Team, indicative timings are shown with a *)					Total number of visits per year	Additional Comments
	Jan – March (13 weeks)	April – June (13 weeks)	July – Aug (9 weeks)	Sept – Oct (9 weeks)	Nov –Dec (8 weeks)		
Existing scrub (Western edge of site)							Refer to accompanying Ecological Management Plan & Reptile Mitigation Strategy by Applied Ecology
Watering newly seeded grass areas	*	*	*			5	Watering during establishment period only. Frequency should be adjusted by the Landscape Management Team depending on climatic conditions.
Replacement of trees and shrub mixes	*				*	1	Annually, as required, during dormant winter season preferable.
New Trees and Native Hedgerows - Check and adjust plant supports, guards and ties as required	*	*	*	*	*	12	At each site visit.
Watering shrubs and trees		Once per 2 weeks in dry spells	Once every week in dry spells	Once per 2 weeks in dry spells		10	Watering frequency should be adjusted by the Landscape Management Contractor depending on climatic conditions. Increase watering during hot and dry weather until plants have established.

Maintenance Operation	Number of Visits (to be dependent on season – where not dependent on season the timing shall be agreed between the Adopting Organisation and the Landscape Management Team, indicative timings are shown with a *)					Total number of visits per year	Additional Comments
	Jan – March (13 weeks)	April – June (13 weeks)	July – Aug (9 weeks)	Sept – Oct (9 weeks)	Nov –Dec (8 weeks)		
Top up Mulch	1					1	Top up bark mulch at the beginning of the growing season for the first 5 years.
Hedges – annual pruning	*	-	-	-	*	1	Annually, to create thick hedgerow with well-maintained sides, 1.5m – 1.8m in height. Gaps of 1m or less shall be left to grow and regenerate naturally; larger gaps should be in-filled with species to match existing.
Existing Trees – Occasional Management Operations	*	-	-	-	*	1	Specialist to check trees annually for changes in health and condition. Undertake tree works from September to February. Obtain LPA permission for tree works.
Annual Review of Management Practices							Review and revise management plan as required, taking account of recommendations of specialist consultants