

**DATED**

29<sup>th</sup> March 2019

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND  
COUNTRY PLANNING ACT 1990 RELATING TO LAND SOUTH OF CRICK  
ROAD, PORTSKEWETT, MONMOUTHSHIRE**

between

**MONMOUTHSHIRE COUNTY COUNCIL**

and

**MELIN HOMES LIMITED**

Legal Services  
Monmouthshire County Council  
County Hall  
The Rhadyr  
Usk  
NP15 1GA

(JC P40/7.0582)

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**THIS DEED** is dated

29th March 2019

- (1) **MONMOUTHSHIRE COUNTY COUNCIL** of County Hall The Rhadyr Usk  
Monmouthshire NP15 1GA (Council).
- (2) **MELIN HOMES LIMITED** of Ty'r Efail Lower Mill Field Pontypool Torfaen  
NP4 0XJ (Developer ).

#### **BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Council is the freehold owner of part of the land comprised in title numbers WA917584 and CYM696005 which land is not bound by the terms of this Deed .
- (C) The Developer is the owner of the Property which is contained within title numbers WA917584 and CYM696005 and has made the Planning Application and is proposing to carry out the Development.
- (D) The Council having regard to the provisions of the Local Development Plan and to all other material considerations resolved that Planning Permission should be granted for the Development subject to the prior completion of this Deed.

#### **AGREED TERMS**

##### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Deed:

##### **1.1 Definitions:**

**Acceptable Cost Guidance:** the Acceptable Cost Guidance issued by the Welsh Government to RSLs as guidance on the acceptability of total scheme costs for grant purposes as at the date of a binding contract between the Developer and the RSL.

**Adult Recreation Contribution :** means the sum of £400,000 to be paid to the Council and used for the purposes set out in Paragraph 3 of Schedule 1

**Affordable Housing:** subsidised housing (irrespective of tenure exclusive shared equity or other financial arrangements) that will be available to people who cannot afford to occupy dwellings generally available on the open market and for the avoidance of doubt will include housing available for rent at levels set by the Welsh Government.

**Affordable Housing Units:** Dwellings to be constructed on the Site pursuant to the Development which shall be constructed in accordance with DQR.

**Base Rate:** the higher of 5% and the base rate from time to time of Barclays Bank Plc.

**Caldicot Regeneration Scheme** means the plan approved by the Council's Cabinet for the regeneration of Caldicot Town Centre.

**Chargee** means any mortgagee or chargee of the RSL or any receiver or manager (including an administrative receiver) or any administrator howsoever appointed including a housing administrator and their successors in title.

**Chargee's Duty** means the tasks and duties set out in paragraph 1.12 of the First Schedule.

**Commencement of Development:** the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this Deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

**Commence and Commences** shall be construed accordingly.

**Commencement Date:** the date Development Commences.

**Completion** means in relation to a Dwelling constructed and approved in accordance with building regulations.

**Contribution:** means the Adult Recreation Contribution the Education Contribution and the Sustainable Transport Contribution but for the avoidance of doubt shall not include the Affordable Housing Contribution (if such is required to be paid) payable under this Deed.

**The Cornfield Project** means the community organisation operating within Portskewett and Sudbrook promoting sport and leisure facilities.

**Council's Retained Land** means that part of title numbers WA917584 and CYM696005 which is not comprised in the Property

**Default Interest Rate:** 4% per annum above the Base Rate.

**Development:** the development of the Property authorised by the Planning Permission.

**DQR:** the Development Quality Requirements Design Standards and Guidance produced by the Welsh Government current at the date this Deed is completed.

**Dwelling:** a residential unit authorised to be constructed on the Property by the Planning Permission.

**Education Contribution :** means the financial contribution to be calculated and paid to the Council under the terms of Paragraph 5 of Schedule 1

**Index Linked:** increased in accordance with the following formula:

Amount payable = the payment specified in this Deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed.

**Market Housing Unit** means a Dwelling to be sold on the open market and for the avoidance of doubt not an Affordable housing Unit.

**Masterplan:** means the plan attached to this Deed showing (among other things) the Open Space and comprising drawing number 16117 (05) 200 Rev C

**Neutral Tenure:** where tenure of the affordable housing is not predetermined but can vary according to needs, means and preferences of households to whom it is offered.

**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 "Occupy" and "Occupied" shall be construed accordingly.

**Open Space Land** means that part of the Property as shown on the Masterplan on which the Play Area and Open Space Works are to be carried out.

**Open Space Works:** laying out of any Open Space Land in accordance with the Open Space Works Specification.

**Open Space Works Specification:** a specification for the carrying out of the Open Space Works and the maintenance of them to be agreed in writing between the Developer and the Council before Commencement of the Development.

**Plan 1:** the plan attached and marked as Plan 1 showing the boundary to the Planning Application 0.

**Plan 2:** the plan attached and marked as Plan 2 showing the boundary to the Property

**Play Area** means an equipped play area (or areas) located within the Open Space Land in a position(s) to be agreed with the Council as part of the relevant application for reserved matters approval and to a cost (including costs of construction, procuring and installing the play equipment and making the Play Area ready for use) not exceeding £125,000 (one hundred and twenty five thousand pounds).

**Price:** 42% of the Acceptable Cost Guidance as at the date of a binding contract between the Developer and the RSL.

**Private Dwellings:** means the Dwellings excluding the Affordable Housing Units.

**Planning Application:** the application for outline planning permission under reference number DM/2018/00696.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application in the draft form attached as Annex B

**Property:** the land at South of Crick Road, Crick, Portskewett, Monmouthshire shown edged red on Plan 2 being part of the land registered at HM Land Registry with absolute title under title number CYM696005 and WA917584.

**Protected Tenant** means any tenant or occupier or a qualifying applicant who (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit (c) has been granted a shared ownership lease by an RSL (or similar arrangement where a share of the Affordable Housing Unit is owned by the RSL) in respect of a particular Affordable Housing Unit and which tenant has subsequently purchased from the RSL all remaining shares so that the tenant owns the entire Affordable Housing Unit (d) who has purchased under the homebuy option scheme or similar arrangement where the qualifying nominee acquires the whole of the Affordable Housing Unit and receives an interest free equity loan from an RSL who holds a charge over the Affordable Housing Unit securing the loan which priority ranks behind that of any mortgagee.

**RSL:** an RSL as defined in the Housing Act 1996 Part 1 with Welsh Government approved development status in Monmouthshire and for the avoidance of doubt RSL shall include Melin Homes Limited.

**Social Housing Grant Top Up:** the ACG Wheelchair supplements to be paid to the Developer in addition to the 42% of ACG paid in relation to the 7 adapted bungalows to be built on the Property as part of the Development

**Specified Date:** the date upon which an obligation arising under this Deed is due to be performed or such other date as shall be agreed in writing with the Council as appropriate.

**Sustainable Transport Contribution** means the sum of £50,000 (fifty thousand pounds) index linked to be paid by the Developer to the Council under the terms of paragraph 4 of Schedule 1.

**TCPA 1990:** Town and Country Planning Act 1990.



**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Wales.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes.
- 1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this Deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.16 Insofar as different parts of or interests in the Property are owned by different persons each person covenants with the Council and with one another to co-operate insofar as they are able to ensure that the covenants herein on behalf of "the Developer" are fulfilled as expeditiously as possible.

## **2. STATUTORY PROVISIONS**

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Developer with the intention that they bind the interests held by the Developer in the Property and its successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

## **3. CONDITIONALITY**

With the exception of clauses 2, 3, 10, 11, 13, 16, 17, 19, 20, 21, 22 and 24 (which take effect immediately), this Deed is conditional on the grant and issue of the Planning Permission.

## **4. COVENANTS TO THE COUNCIL**

- 4.1 The Developer covenants with the Council to:
- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1
  - (b) give at least 10 (ten) Working Days written notice to the Council of the intended Commencement Date.
  - (c) give written notice to the Council upon Occupation of the first Private Dwelling

- (d) give written notice to the Council upon Occupation of the first Affordable Housing Unit
- (e) provide occupancy figures at any time upon written request from the Council to do so (provided only 1 (one) such request is made in any calendar period of 3 (three) months.
- (f) not to submit reserved matters applications containing Open Space or Dwellings on the Council's Retained Land

4.2 The Developer covenants that if it has not provided the information referred to in clause 4.1. above within 20 (twenty) working days of it becoming available it shall on each occasion it fails to do so pay to the Council the reasonable and proper costs (up to a max of £1000 (one thousand pounds) on each occasion of default) the Council incurs in obtaining the information.

4.3 For the avoidance of doubt the Developer shall be bound by the covenants contained in this Deed on the part of the Developer if and to the extent the Developer acquires and interest in the Property

## **5. COVENANTS BY THE COUNCIL**

5.1 The Council covenants with the Developer to observe and perform the covenants, restrictions and obligations on its part contained in Schedule 2 of this Deed.

5.2 For the avoidance of doubt other than clause 5.3 below the Council shall not be bound as a landowner by the terms of this Deed

5.3 The Council covenants not to permit the constructions of any Dwellings constructed under the terms of the Planning Permission on the Council's Retained Land

**6. INDEXATION**

- 6.1 All financial contributions payable to the Council shall be Index Linked.
- 6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Developer in writing.

**7. RELEASE**

- 7.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.
- 7.2 Upon the Commencement of Development any obligations under Section 106 of the Act (or Section 52 of the Town & Country Planning Act 1971) that are in effect prior to the date of the Deed and attaching to or affecting the Property shall be released and be of no further effect.
- 7.3 It is hereby agreed by the Council that:
- 7.3.1 except for the terms of paragraph 1 of Schedule 1 in relation to the occupants of Affordable Housing Units the terms of this Deed shall not be enforceable against the occupants or owners or their mortgagees of individual Dwellings and as a consequence of this release the owners and occupants (and their mortgagees) of individual Dwellings shall not be required to enter into any deed varying or supplementing this Deed

7.3.2 the terms of this Deed shall not bind a statutory undertaker providing services to and within the Property as a result of its or their ownership or occupation of any part of the Property required as part of its or their statutory function.

#### **8. DETERMINATION OF DEED**

The obligations in this Deed shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Developer; or
- (c) is quashed following a successful legal challenge.

#### **9. LOCAL LAND CHARGE**

This Deed is a local land charge and shall be registered as such by the Council.

#### **10. COUNCIL'S COSTS**

The Developer shall pay to the Council on or before the date of this Deed:

- (a) the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.
- (b) the sum of £1000 as a contribution towards the Council's costs of monitoring the implementation of this Deed.

**11. INTEREST ON LATE PAYMENT**

If any sum or amount has not been paid to the Council by the date it is due, the Developer shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

**12. OWNERSHIP**

12.1 The Developer warrants that no person other than the Developer has any legal or equitable interest in the Property.

12.2 Until the covenants, restrictions and obligations in this Deed have been complied with, the Developer will give to the Council within 10 (ten) Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of

Provided this shall not include a sale disposal or transfer of any Individual Dwelling to an owner occupier of that Dwelling except as may be required to comply with Clause 4.1.

**13. REASONABLENESS**

Any approval, consent, direction, authority, agreement or action to be given by the Council under this Deed shall not be unreasonably withheld or delayed.

**14. CANCELLATION OF ENTRIES**

- 14.1 On the written request of the Developer at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 14.2 Following the performance and full satisfaction of all the terms of this agreement or if this Deed is determined pursuant to clause 14.1 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Developer cancel all entries made in the local land charges register in respect of this deed.

**15. MANAGEMENT, MAINTENANCE AND NOTICE OF OCCUPATIONS**

The Developer covenants in respect of the Affordable Housing Units, whether at the time of transfer to the RSL or otherwise, not to impose any management and/or maintenance charges whatsoever upon the RSL or the subsequent occupants of the Affordable Housing Units.

**16. DISPUTES**

Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;



- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be Wales

**17. NO FETTER OF DISCRETION**

Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

**18. WAIVER**

No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**19. FUTURE PERMISSIONS**

Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

**20. AGREEMENTS AND DECLARATIONS**

The parties agree that:

- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

- (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

## 21. NOTICES

21.1 Any notice to be given under this Deed must be in writing and must be sent by pre-paid first class post or other next working day delivery service.

21.2 Any notice to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council at County Hall The Rhadyr Usk Monmouthshire NP15 1GA marked for the attention of Legal Services;
- (b) to the Developer at Ty'r Efail Lower Mill Field Pontypool Torfaen NP4 0XJ marked for the attention of the Chief Executive

or as otherwise specified by the relevant party by notice in writing to each other party.

21.3 Any notice given in accordance with clause 21.1 0 and clause 21.2 will be deemed to have been received if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

21.4 A notice given under this Deed shall not be validly given if sent by fax or e-mail.

21.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**22. THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**23. VALUE ADDED TAX**

23.1 Each amount stated to be payable by the Council or the Developer to the other under or pursuant to this Deed is exclusive of VAT (if any).

23.2 If any VAT is at any time chargeable on any supply made by the Council or the Developer under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

**24. GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing  
the common seal of  
**MONMOUTHSHIRE COUNTY**  
**COUNCIL**  
in the presence of:









*Member of the Council*



*Authorised Officer*



362/18

Signed as a deed by <b>Melin Homes Limited</b> acting by a director in the presence of the witness named below and delivered at the date hereof:	
	Director 
Witness 	
Witness 	
Address 	
Occupation 	

## **Schedule 1 Covenants to the Council**

### **1. AFFORDABLE HOUSING**

#### **1.1. To provide 25% (twenty five percent) of the Dwellings as Affordable Housing Units with the following mix:**

- 16 x 2 person 1 bed flats (blocks of 4 – walk up)
- 30 x 4 person 2 bed houses
- 19 x 5 person 3 bed houses
- 1 x 7 person 4 bed house
- 7 x 2 bed adapted bungalows

Provided That the Developer shall not be required to have precisely the same percentage or mix of Affordable Housing Units in each phase of the Development.

#### **1.2. To provide, design and construct the Affordable Housing Units in accordance with DQR.**

#### **1.3. Where the Developer is not also an RSL the owner for the time being of the Property shall procure that the Affordable Housing Units are transferred to the RSL at the Price and in any event on the basis that such Affordable Housing is to be used for Affordable Housing purposes in perpetuity (but subject to the terms of paragraphs 1.10 and 1.11).**

#### **1.4. Unless at the relevant time the Developer is an RSL the Affordable Housing Units shall be sold at the Price on the following basis for each phase of the Development:**

1.4.1. Within three (3) months following the grant of the reserved matters consent for the relevant phase of the Development, the Developer shall serve a notice on an RSL ("the First Sale Notice") offering to sell the Affordable Housing Units within such phase of the Development to the RSL, at the Price at the same time, a copy of such notice shall be sent to the Council.

1.4.2. If by the expiry of the period of 6 (six) months from the service of the First Sale Notice on the RSL, the RSL:

1.4.2.1. has declined the offer; or

1.4.2.2. failed to accept or refuse the offer; or

1.4.2.3. accepted the offer but failed to exchange contracts save for this shall not operate if the Developer has caused delay in replying to reasonable enquiries or providing necessary information so as to make exchange of contracts possible

then the RSL will be deemed to have rejected the Developer's offer to acquire the relevant Affordable Housing Units pursuant to the First Sale Notice.

1.4.3. Upon the actual or deemed rejection of the offer pursuant to the First Sale Notice by the RSL the Developer shall serve a further notice upon the Council giving a period of 3 (three) months for the Council to identify another RSL ("the second RSL") or the Council itself to acquire the Affordable Housing Units at the Price ("the Second Sale Notice").

1.4.4. If by the expiry of the period of 6 (six) months following the service of the Second Sale Notice, the second RSL and the Council has:

1.4.4.1. declined the offer or

1.4.4.2. failed to accept or refuse the offer or

1.4.4.3. accepted the offer but failed to exchange contracts save for this shall not operate if the Developer has caused delay in replying to reasonable enquiries or providing necessary information so as to make exchange of contracts possible

then the second RSL and the Council will be deemed to have rejected the Developer's offer pursuant to the Second Sale Notice to acquire the relevant Affordable Housing Units within the relevant phase and the Developer shall be required to pay a contribution in lieu of providing the Affordable Housing Units within the relevant phase ("the Affordable Housing Contribution").

- 1.5. In the event that the Developer is required to pay an Affordable Housing Contribution in accordance with paragraph 1.4 of this Schedule 1 such contribution shall be calculated as follows:

$$AHC = [OMV \times (100\% - DRM)] - (ACG \times DP)] \times N$$

AHC = Affordable Housing Contribution for affordable housing

OMV = Open Market Value

DRM = Developer Return and Marketing (23%)

ACG = Acceptable Cost Guidance

DP = Default percentage of ACG (42%)

N = Number of Dwellings (the value of N is 25%)

(Example is a 3 bed house in a band 5 area)

$$OMV \text{ £}228,995 \times 0.77 = \text{£}176,326$$

$$ACG \text{ £}212,100 \times 42\% = \text{£}89,082$$



$$£176,326 - £89,082 = £87,244$$

$$£87,244 \times 25\% (1 \text{ unit}) = £21,811$$

the Developer will pay the Affordable Housing Contribution to the Council before Occupation of 75% of the Private Dwellings and from the date of payment in respect of a particular Affordable Housing Unit the provisions of paragraph 1 of Schedule 1 shall cease to apply to that Affordable Housing Unit in perpetuity and that Affordable Housing Unit shall thereafter become a Private Dwelling

- 1.6 Following a written request from the Council the Developer shall provide to the Council such information concerning the progress of negotiations for the disposal of the Affordable Housing Units as shall be reasonably required by the Council.
- 1.7. The Developer covenants not to Occupy or permit first Occupation of more than:
  - 1.7.1. 50% of the Private Dwellings in a phase until such time as 50% of the Affordable Housing Units in that phase have been constructed and are ready for Occupation
  - 1.7.2. 75% of the Private Dwellings in a phase until such time as all of the Affordable Housing Units in that phase have been constructed and are ready for Occupation or any Affordable Housing Contribution payable relevant to such phase has been paid to the Council.
- 1.8 The Affordable Housing Units shall be of Neutral Tenure and sold or let by the RSL on terms appropriate to the tenure under which they are disposed of to the occupants.
- 1.9 The Developer and/or RSL as appropriate shall keep such full and proper records as are reasonably required to demonstrate to the Council compliance with the Affordable Housing obligations contained in this Deed and any supplementary agreement hereto.
- 1.10 The Developer will be awarded a Social Housing Grant Top Up in addition to the 42% of ACG to be paid by the RSL for the 7 adapted bungalows. This top up will be paid to the party constructing the said seven adapted bungalows to cover the

additional cost of adaptations to the said seven adapted bungalows to be erected on the Property .

1.11 The obligations within this Deed shall not be binding on:

1.11.1 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty

1.11.2 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagee and chargees

1.12 The Chargee prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge shall give not less than 4 (four) weeks prior notice in writing to the Council of its intention to dispose and:

1.12.1 in the event that the Council responds within 4 (four) weeks from receipt of the notice that it or an RSL will purchase the Affordable Housing Unit(s) then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to complete such transfer

1.12.2 if the Council or the RSL identified by the Council in its notice cannot within 16 (sixteen) weeks of the date of service of its response under paragraph 1.12.1 complete such transfer then provided that the Chargee shall have complied with its obligations under this part of the Deed the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the obligations contained within this Deed which obligations shall determine absolutely

PROVIDED THAT at all times the rights and obligations in this paragraph 1.12 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council shall protect the interest of the Chargee in respect of monies

outstanding under the charge or mortgage including all principal sums, accrued interest and costs.

- 1.13 To procure that on the first disposal of each Affordable Housing Unit a restriction is entered in the Proprietorship Register of the title to each of the Affordable Housing Units in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of the First Schedule to the Agreement dated [ 2019] made between Monmouthshire County Council (1) and (2) pursuant to Section 106 of the Town and Country Planning Act 1990 have been complied with".

## **2 OPEN SPACE TRANSFER AND WORKS**

The Developer agrees and covenants with the Council:

- 2.1 To provide the Play Area
- 2.2 To fully implement the Open Space Works including the Play Area and shall not allow Occupation of the last Market Housing Unit until they have been completed to the reasonable satisfaction of the Council
- 2.3 To establish a management company to own and maintain the Open Space Land and Play Area foot paths (other than adopted footpaths) and drainage conduits and or basins but it may by notice in writing to the Council and upon payment of a commuted sum to be agreed between the Developer and the Council require the Council to take a transfer of the Open Space

## **3. RECREATION CONTRIBUTION**

3.1 Prior to Completion or Occupation (whichever is the soonest) of 50% of the Dwellings to pay the Adult Recreation Contribution be used for one or a combination of the following proposals:

- (i) Develop a former MOD railway as a footway/cycle path creating links from the Property to Caldicot Country Park and the Cornfield Project
- (ii) Improvements to Caldicot Castle Country Park
- (iii) Caldicot Regeneration Scheme
- (iv) The Cornfield Project

#### 4. SUSTAINABLE TRANSPORT CONTRIBUTION

Prior to Completion or Occupation (whichever is the soonest) of 40% of the Dwellings to pay to the Council the Sustainable Transport Contribution to be used by the Council to pump prime a continuing and improved bus service to and from Portskewett and Caldicot Town Centre and/or local railway stations.

#### 5. EDUCATION CONTRIBUTION

5.1 Prior to Completion or Occupation (whichever is the soonest) of 25% of the Dwellings to pay to the Council the sum of £400,000 (four hundred thousand pounds) index linked being the first instalment of Education Contribution to be used towards the cost of providing, expanding or improving educational facilities (which may include the purchase and improvement of land and buildings) at primary school(s) serving the Property

5.2 Prior to Completion or Occupation (whichever is the soonest) of 50% of the Dwellings to pay to the Council the remainder of the Education Contribution towards the cost of providing, expanding or improving educational facilities (which may include the purchase and improvement of land and buildings) at primary school(s) serving the Property

- 5.3 The total Education Contribution will be calculated as follows and will be based upon Private Dwellings only:

$$\text{Need (n)} = A/1000*119 + B/1000*217 + C/1000*294$$

Where:

- A is the number of 2 bed market dwellings  
B is the number of 3 bed market dwellings  
C is the number of 4+ bed market dwellings

Total Education Contribution = n x £17,257 index linked (eg Current mix would require 47 places. The figure for 2019 is £17,257 per pupil and therefore the sum required would be £811,079.00)

- 5.4 The remainder of the Education Contribution referred to in paragraph 5.2 equals the total Education Contribution calculated as per paragraph 5.3, less the £400,000 paid under paragraph 5.1

## 6. HIGHWAYS WORKS AGREEMENT

- 6.1 To enter into an agreement under Section 278 of the Highways Act 1980 prior to commencement of development and complete the works pursuant to such agreement to construct any required off site highway works including
- (i) the proposed B4245 junction and improvement works including footways, street lighting, the narrowing of the bridge, islands, road markings, signs, bus stops etc
  - (ii) the Crick Road junction and Crick Road improvements including footways, road markings etc.
- 6.2 To complete the s278 Agreement for off site highway improvement works prior to the Occupation of the first Dwelling.

## **Schedule 2 Covenants by the Council**

### **1. CONTRIBUTIONS**

- 1.1 Not to use any of the Contributions other than for the purposes for which it was paid (whether by the Council or another party).**
  
- 1.2 In the event that the Contributions have not been spent or committed for expenditure by the Council within 5 (five) years following the date of receipt of the Contribution the Council shall refund to the person who paid the Contributions any part of the Contribution which has not been spent or committed for expenditure, together with any accrued interest.**

## **Annex A. Plan 1 Plan 2 and The Masterplan**









**References**

- A. Kansas off to tomorrow and until 27.04.14

Year	Rate
2000	1.0
2001	1.0
2002	1.0
2003	1.0
2004	1.0
2005	1.0
2006	1.0
2007	1.0
2008	1.0
2009	1.0
2010	1.0
2011	1.0
2012	1.0
2013	1.0
2014	1.0
2015	1.0
2016	1.0
2017	1.0
2018	1.0
2019	1.0
2020	1.0

PRELIMINARY	
PLANNING	✓
DESIGN	
TENDER	
CONSTRUCTION	

**powell d obson**  
ARCHITECTS

**Land at Crick Road, PORTERDREWHETT,**

**This Land Transfer Plan**

0402279627 001 0

Year:	2008-2009
Month:	May 2009
Day:	01
Time:	



# Masterplan Legend

- Site Boundary
- Neighbourhood Core Residential Area
- Village Street and Greenway Residential Area
- Key building or group of buildings location
- Care Facility Development Parcel
- Greenway running along Principle Village Street
- Ecology and POS areas
- POS including LEAP/LAP/Informal Space

- Key POS
- Secondary/Informal POS

Existing trees/hedges to be retained  
replaced or translocated as necessary  
Informal pedestrian route through ecology/POS  
exact position subject to detailed design

- Principle Vehicular Access
- Secondary Vehicular Access

Shared footpath/cycleway along  
Greenway and connecting into  
wider neighbourhood  
Possible future Sustrans route

Trees in public realm or front gardens  
subject to detailed design

Porting Hill



## Street Hierarchy

1 Village Street - Greenway



Tick

18.0m

## Character Areas

1 Village Street and Greenway



2 Neighbourhood Core



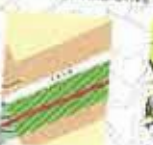
2 Secondary Street



3 Shared Surface Street



4 Lane/Private Drive



DATE	DESCRIPTION	BY	CHECKED	DATE
10/10/18	Masterplan	...	...	...
11/10/18	...	...	...	...
12/10/18	...	...	...	...

powell  
Landscape Architects  
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

## **Annex B. Draft Planning Permission**



## Cymeradwyo /Approval of Planning Permission

**Deddf Cynllunio Tref a Gwlad 1990**  
**Gorchymyn Cynllunio Tref a Gwlad (Gwelthdrefn Rheoli Datblygu) Cymru 2012**  
**Town and Country Planning Act 1990**  
**The Town and Country Planning (Development Management Procedure) (Wales)**  
**Order 2012**

Cais Rhif/ Application No: **DM/2018/00696**

<b>Ymgelysydd/ Applicant:</b>	Melin Homes And Monmouthshire CC	<b>Asiant/Agent</b>	Miss Llinos Hallett Unit 9 Oak Tree Court Cardiff Gate Business Park Cardiff CF23 8RS United Kingdom
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Mae **CYNGOR SIR FYNWY** fel yr Awdurdod Cynllunio Lleol drwy hyn yn **caniatáu** r datblyglad dilynol yn unol â'r cynlluniau a'r cals a gyflwynwyd i'r Cyngor, yn ddarostyngedig i unrhyw amodau.

**MONMOUTHSHIRE COUNTY COUNCIL** as Local Planning Authority hereby **Approve** the following development in accordance with the plans and application submitted to the Council, subject to any conditions.

<b>Lleollad/Location:</b>	Land Development South Of Crick Road Crick Road Portakewett Monmouthshire
<b>Disgrifiad o'r Cynnig/Description of Proposal:</b>	Outline application (with all matters reserved except for access) for residential development of up to 291 dwellings, a care home and public open space, landscaping and associated infrastructure works

**DARLLENWCH Y NODIADAU A ATODIR OS GWELWCH YN DDA**  
**PLEASE READ THE ATTACHED NOTES**



**MAE'N BWYSIG EICH BOD YN CYDYMFFURFIO GYDA'R CYNLLUNIAU A  
GYMERADWYWD A'R CANIATÂD CYNLLUNIO, YN CYNNWYS AMODAU. DARLLENWCH Y  
NODIADAU SY'N CYD-FYND Â'R PENDERFYNIAD HWN OS GWELWCH YN DDA.**

**PWYSIG: MAE'R CYFATHREBIAD YMA'N EFFEITHIO AR EICH EIDDO**

**IT IS IMPORTANT THAT YOU COMPLY WITH THE APPROVED PLANS AND THE PLANNING  
PERMISSION, INCLUDING CONDITIONS. PLEASE READ THE NOTES ACCOMPANYING  
THIS DECISION.**

**IMPORTANT THIS COMMUNICATION AFFECTS YOUR PROPERTY**

**Amodau a Rhesymau/Conditions and Reasons**

- 1 Approval of the details of the layout, scale and appearance of the building(s) and the landscaping of the site (hereinafter called the reserved matters) for either the residential development and/or the care home shall be obtained from the Local Planning Authority prior to any works commencing on that part of the site.

REASON: The application is in outline only and approval of the reserved matters is required prior to development commencing. However, the reserved matters can be submitted in a phased manner to distinguish the residential development from the care home.

- 2 The development shall be carried out in accordance with the list of approved plans set out in the table below.

REASON: To ensure the development is carried out in accordance with the approved drawings, for the avoidance of doubt.

- 3 (a) Application for approval of all the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.  
b) The development hereby approved must be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

REASON: In order to comply with Section 92 of the Town and Country Planning Act 1990.

- 4 Within 2 months of the date of this planning permission a phasing plan shall be submitted to the Local Planning Authority for approval, setting out a phased timetable of implementation for the provision of service and highway infrastructure within the site. The development shall be implemented in accordance with the approved phasing plan and timetable.

REASON: To ensure that the development of the care home element of this scheme is not prevented or delayed due to a lack of available or accessible service or highway infrastructure.



- 5 Pursuant to the submission of the reserved matter for layout, a surface water drainage strategy shall be submitted to the Local Planning Authority showing a strategy for how surface water for the whole site will be managed and disposed of. Prior to development commencing (on either the residential development and/or the care home) a detailed scheme to dispose of surface water (including its treatment prior to discharge), the programme for its implementation, the ownership of the sustainable drainage infrastructure and any surface water sewers, relating to the part of the development the reserved matters covers (residential and/or care home) shall be submitted to, and approved in writing by, the local planning authority. The scheme shall be implemented fully prior to that part of the site coming into beneficial use.

**REASON:** To ensure that surface water on site is managed in a sustainable manner and flood risk is kept to a minimum in accordance with Local Development Plan Policy SD4 LDP Sustainable Drainage and to ensure protection of controlled waters in the local area. Treatment of surface water drainage prior to discharge to watercourse is needed as the site is located within SPZ1.

- 6 Pursuant to the submission of the reserved matters for layout (for either the residential development and/or the care home), a "lighting design strategy for biodiversity" shall be submitted to and approved in writing by the local planning authority relating to the part of the site the reserved matters covers ( Residential Development and/or Care Home). The strategy shall:
- a) identify those areas/features on site that are particularly sensitive for barn owl and foraging/commuting bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and
  - b) show how and where external lighting will be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places. All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and these shall be maintained thereafter in accordance with the strategy. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

**REASON:** : To safeguard foraging/commuting habitat of Species of Conservation Concern in accordance with Section 6 of the Environment Act (Wales) 2016 and LDP policies EP3 and NE1.

- 7 Pursuant to the submission of the Reserved Matters application(s) for layout and landscaping for the residential development, detail of methods to avoid and mitigate for the presence of barn owl on site and detail of off-site mitigation for barn owl shall be submitted to and approved in writing by the Local Planning Authority. Avoidance, mitigation and compensation shall build upon the principles in Interim Technical Note: Hedgerow Translocation & Barn Owl Mitigation Rev 2 dated October 2018 and include, but not be limited to:

- a) Provision of barn owl nest box on site including specification & position
- b) Provision of an additional two barn owl nest boxes off site with at least one being within 200m of the existing roost site including specification & position
- c) Planting of vegetation on site to provide screening for barn owl
- d) Detail of screening fencing for duration of the construction phase
- e) Restriction of the use of green space around the onsite barn owl nest site upon completion of the development
- f) Management of grassland around the onsite barn owl nest site
- g) Management details of foraging habitat for barn owl including existing trees and grassland off site, no more than 200m from the existing nest site
- h) Monitoring scheme for a minimum total period of 5 years
- i) Options for modification of mitigation and compensation measures if monitoring indicates a change in behaviour

Clear links shall be made to the Construction Environmental Management Plan for the site and the Green Infrastructure Management Plan. The development shall be carried out in accordance with the approved barn owl mitigation.

**REASON:** To protect protected and priority species in accordance with Local Development Plan Policy NE1.

- 8 Pursuant to the submission of the Reserved Matter for landscaping for either the residential development and/or the care home, a Green Infrastructure Management Plan relating to the part of the site that the Reserved Matters covers (for either the residential development and/or the care home) shall be submitted to. The content of the Green Infrastructure Management Plan shall include the following;

- a) Description and evaluation of Green Infrastructure assets to be managed e.g.
  - o Community Orchard
  - o Multifunctional Green spaces/corridors
  - o Suds area
  - o LEAP
  - o Woodland areas
  - o Hedgerows
  - o Street trees, Parkland trees



- o Management of Barn Owl exclusion zone to tie in with the biodiversity condition "detail of barn owl mitigation"
- b) Opportunities for enhancement to be incorporated:
- o Management of grassland for botanical species diversity and/or protected species including reptiles
  - o SUDS feature to hold water all year round
  - o Provision of hibernacula suitable for reptiles/amphibians
  - o Maintain habitat connectivity through site for species such as hedgehogs
  - o Dark areas to support bat foraging.
  - o Tree/hedgerow management
- c) Trends and constraints on site that might influence management of above features.
- d) Aims and objectives of management.
- e) Appropriate management options for achieving aims and objectives.
- f) Prescriptions for management actions.
- g) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a twenty-year period).
- h) Details of the body or organisation responsible for implementation of the plan.
- i) Ongoing monitoring and remedial measures.

The Management Plan 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 Green Infrastructure Management Plan 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 Green Infrastructure objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

**REASON:** To maintain and enhance Green Infrastructure Assets in accordance with LDP policies, DES1, S13, GI1, NE1, EP1 and SD4. (Legislative background - Well Being of Future Generations Act 2015, Planning (Wales) Act 2015 Environment (Wales) Act 2016)

- 9 Pursuant to the submission of reserved matters for layout, a Tree Protection Report in accordance with British Standard 5837:2012 - Trees in relation to Design, Demolition and Construction Recommendations shall be submitted to the Local Planning Authority. The report shall relate to the part of the site that the reserved matters covers (residential development and/or the care home), this will include the following information:

a) A scaled Tree Protection Plan detailing all retained trees and hedges and their root protection areas shown on the proposed layout.

b) An Arboricultural Method Statement.

c) The appointment of an appropriately qualified and experienced Arborist to provide a scheme of arboricultural monitoring.

d) A schedule of pruning operations for access and facilitation purposes.

The approved tree protection measures shall be fully implemented for that phase of development (residential and/or care home) prior to the commencement of development on that phase, and shall be retained as such until construction of that phase is completed.

REASON: To ensure the long-term retention of valuable green infrastructure assets in accordance with Council Policy S13 - Landscape, Green Infrastructure and the Natural Environment.

- 10 For the implementation of each reserved matters application (for either the residential development and/or the care home), no development shall take place for the site that this reserved matters relates to (with the exception of hedgerow translocation) until a construction environmental management plan (CEMP: Biodiversity) relating to the part of the site the reserved matters covers (Residential Development and/or Care Home) has been submitted to and approved in writing by the local planning authority. The CEMP (Biodiversity) shall include the following.

a) Risk assessment of potentially damaging construction activities.

b) Identification of "biodiversity protection zones".

c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).



- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECOW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

**REASON:** To protect and maintain priority habitats and safeguard protected and priority species during the construction phase

- 11 For the implementation of each reserved matters application (for either the residential development and/or the care home), no development shall take place until a foul water drainage scheme to satisfactorily accommodate the foul water discharge from the site has been submitted to and approved in writing by the local planning authority relating to the part of the site the reserved matters covers (residential development and/or the care home). No part of the development shall be brought into use and no dwelling or care home accommodation shall be occupied until the approved foul drainage system (relating to the part of the site that this reserved matters covers) has been constructed, completed and brought into use in accordance with the approved scheme.

**REASON:** To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no pollution of or detriment to the environment

- 12 For the implementation of each reserved matters application (for either the residential development and/or the care home), prior to any works commencing on site a Construction Traffic Management Plan (CTMP) shall be submitted to and approved by the local planning authority, relating to the part of the site the reserved matters covers (residential development and/or the care home) which shall include traffic management measures, hours of working, measures to control dust, noise and related nuisances, and measures to protect adjoining users from construction works. The development shall be carried out in accordance with the approved CTMP.

**REASON:** In the Interest of Highway Safety and to protect the amenity of the local residents

- 13 For the Implementation of each reserved matters application (for either the residential development and/or the care home), no development shall be commenced until details of the proposed arrangements for future management and maintenance of the proposed streets within the development relating to the part of the site the reserved matters covers (residential development and/or the care home). have been submitted to and approved by the local planning authority. The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under section 38 of the Highways Act 1980 or a private management and Maintenance Company has been established

**REASON:** In the interests of highway safety

- 14 No development shall commence on site until detailed design, safety audits and technical audits for the proposed means of access onto the B4245 have been submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

**REASON:** To ensure the access is constructed in the interest of highway safety and Local Development Plan Policy MV1

- 15 The details submitted pursuant to the reserved matter for landscaping ( for either the residential development and/or the care home) should reflect the guidelines set out in the Landscape Strategy and the Strategic Masterplan Rev C and in addition should include:
- o means of enclosure;
  - o details of the hedgerow translocation;
  - o Details of the access to the barn owl exclusion zone;
  - o Hard surfacing materials;
  - o Details of play equipment for proposed LEAP.
  - o Proposed and existing functional services above and below ground (e.g. drainage details, power etc);
  - o Communications cables, pipelines etc. indicating lines, manholes, supports and CCTV installations.);
  - o Soft landscape details shall include: Planting plans, specifications including cultivation and other operations associated with plant and grass establishment, schedules of plants, noting species, sizes, numbers and densities;
  - o Clarification of access connections beyond the site.



**REASON:** To ensure the provision afforded by appropriate landscape design and Green Infrastructure LC5, S13, and GI 1 and NE1

- 16 Prior to development commencing on site, a schedule of landscape Implementation and maintenance for a minimum period of five years relating to the part of the site the reserved matters covers (residential development and/or the care home) shall be submitted to and approved by the Local Planning Authority and shall include details of the arrangements for its implementation that shall be integrated into the GI Management Plan. All hard and soft landscape works shall be carried out in accordance with the approved details and in accordance with the appropriate British Standards or other recognised Codes of Good Practice. The works shall be carried out in accordance with the approved implementation plan. Any trees or plants that, within a period of five years after planting, are removed, die or become, in the opinion of the Local Planning Authority, seriously damaged or defective, shall be replaced as soon as is reasonably practicable with others of species, size and number as originally approved.

**REASON:** To ensure the provision, establishment and maintenance of a reasonable standard of landscape in accordance with the approved designs and to ensure the provision of amenity afforded by the proper maintenance of existing and / or new landscape features

- 17 For the implementation of each reserved matters application (for either the residential development and/or the care home), no development shall take place until the applicant or his agent or successor in title has secured agreement of a written scheme of environmental mitigation, (relating to the part of the site the reserved matters covers -residential development and/or the care home) which has been submitted by the applicant and approved by the local planning authority. Thereafter the programme of works will be fully carried out in accordance with the requirements and standards of the written scheme.

**REASON:**

To identify and record any features of archaeological interest discovered during the works, in order to mitigate the impact of the works on the archaeological resource.

- 18 For the Implementation of each reserved matters application, (for either the residential development and/or the care home) no development shall take place until a potable water network scheme (relating to the part of the site the reserved matters covers -residential development and/or the care home) to satisfactorily accommodate the potable water demand from the site has been submitted to and approved in writing by the local planning authority. No part of the development shall be brought into use and no dwelling shall be occupied relating to the site that this Reserved matters covers until the approved water network scheme has been constructed, completed and brought into use in accordance with the approved scheme.

**REASON:** To provide an adequate water supply

- 19 The existing boundary hedgerow that runs adjacent to the neighbouring boundaries that adjoin the south west and east of the site boundary shall be retained at a minimum height of 1.8m. None of this hedgerow shall be felled, lopped or topped (excluding regular trimming of hedges) uprooted or wilfully damaged. If any of this hedgerow is removed, or if it dies or is severely damaged, this shall be replaced with others of such a species, number and size and in a position to be agreed in writing with the Local Planning Authority. Any lopping or topping which may prove necessary shall be carried out in accordance with a scheme previously approved in writing by the Local Planning Authority. ( For the purposes of clarity this refers to the existing hedgerow that runs adjacent to the common boundary of No 51 Treetops and runs for the entire length along the south west and part of the east boundary of the application site terminating at 49 Arthurs Court).

**REASON:** To protect valuable tree or other landscape features on the site in the interest of preserving the character and appearance of the visual amenities of the area.

- 20 Notwithstanding the provisions of Article 3, Schedule 2, Part 2 of the Town and Country Planning (General Permitted Development)(Amendment)(Wales) Order 2013 (or any Order revoking and re-enacting that Order with or without modification) no fence, wall or other means of enclosure other than any approved under this permission shall be erected or placed without the prior written approval of the Local Planning Authority along the south west or east of the site boundary ( For the purposes of clarity this refers to the boundary identified in Condition 19 currently demarcated by an existing hedgerow that runs adjacent to the common boundary of No 51 Treetops and runs for the entire length along the south west and part of the east boundary of the application site terminating at 49 Arthurs Court).

**REASON:** To protect valuable tree or other landscape features on the site in the interest of preserving the character and appearance of the visual amenities of the area.

- 21 The maximum height of the two storey development will be 9m to ridge, 2.5 storey development will be 10m in height to ridge, three storey development will be 12m in height to ridge. The care home shall have a maximum height of 18m to ridge.

**REASON:** To protect the visual amenity of the area.

**Condition Updates (If any)**



**Gwybodaeth/Informatives :- None**

**Polisiau Cynllun Datblygu Lleol Sir Fynwy  
Monmouthshire Local Development Plan Policies :-**

S3 LDP Strategic Housing Sites  
S4 LDP Affordable Housing Provision  
S13 LDP Landscape, Green Infrastructure and the Natural Environment  
S16 LDP Transport  
S17 LDP Place Making and Design  
CRF2 LDP Outdoor Recreation/Public Open Space/Allotment Standards and Provision  
SAH2 LDP Crick Road, Portskewett  
DES1 LDP General Design Considerations  
EP1 LDP Amenity and Environmental Protection  
GI1 LDP Green Infrastructure  
NE1 LDP Nature Conservation and Development  
MV1 LDP Proposed Developments and Highway Considerations  
MV2 LDP Sustainable Transport Access  
LC5 LDP Protection and Enhancement of Landscape Character  
SD2 LDP Sustainable Construction and Energy Efficiency  
SD4 LDP Sustainable Drainage

**Y Cynlluniau a gymeradwywyd gyda'r canlatâd hwn yw:  
The Plans approved with this permission are:**

<b>Cyfeirnod Cynllun /Plan Ref No.</b>	<b>Fersiwn Rhif/Version No.</b>
16117 (05) 100	
16117 (05) 200	Rev C
16117 (05) 202	Rev A

16117 (05) 204	Rev A
16117 (05) 100	
16117 (05) 102	
Green Infrastructure Management Plan Inc. Landscaping strategy	Ref: 2474.01 (Dated Sept
16117(05) 205 Rev C Strategic Masterplan	
Dementia Friendly Urban Design	
Road Improvements Works to B4245: Sheet 1	
Road Improvements Works to B4245: Sheet 2	
Road Improvements Works to B4245: Sheet 3	
Proposed Road Narrowing on Existing Bridge: B4245	
Proposed Footpath Link Crick Road	
Personal Injury Collision Data 2013-2017	
Proposed Traffic Calming Measures on B4245 & Crick Road with extended 30mph Zone	
Proposed Traffic Calming Measures on B4245	
Proposed Traffic Calming Measures on Crick Road	
Stage 1 Safety Audit (August 2018)	
Interim Technical Note: Hedgerow Translocation & Barn Owl Mitigation (October 2018)	



## **HYSBYSIAD PWYSIG**

### **RHODDWYD EICH CANIATÂD CYNLLUNIO**

#### **DARLLENWCH YR WYBODAETH DDILYNOL YN OFALUS OS GWELWCH YN DDA**

**Os ydych yn asiant rhwch yr Hysbysiad hwn i'ch cleient gyda'r Caniatâd Cynllunio os gwelwch yn dda**

*Gall sut y symudwch ymlaen gyda'ch datblygiad effeithio ar eich elddo, er enghraifft ei werth neu werthiant ac arwain at gamau gorfodaeth os nad ydych yn dilyn y cyngor yma.*

#### **Amodau**

*Darllenwch yr amodau'n ofalus os gwelwch yn dda. Eich cyfrifoldeb chi yw cydymffurfio â nhw.*

- Gall rhael amodau olygu fod angen cyflwyno manylion, se deunyddiau neu dirlunio, cyn i'r gwaith ddechrau neu cyn y gwneir newid defnydd. Mae'n rhaid i chi sicrhau eich bod yn cydymffurfio gyda holl amodau o'r math yma cyn i'r gwaith ddechrau neu o fewn y cyfnod a nodwyd.
- Bydd methiant i gyflwyno materion sydd eu hangen gan amod yn gwneud eich caniatâd cynllunio yn annilys a gall arwain at gamau gorfodaeth yn eich erbyn.

#### **Cydymffurfio gyda Chynlluniau Cymeradwy**

*Mae'n rhaid i chi wneud y datblygiad fel y'i cymeradwywyd neu gytuno ar newidiadau. Bydd eich caniatâd yn annilys os nad ydych yn gwneud y datblygiad yn llwyr yn unol â chynlluniau cymeradwy.*

- Bydd angen i chi wneud cais newydd os dymunwch amrywio eich cynllun neu newidiadau yn ganlyniad gofynlon eraill.

*Gall y Cyngor gymryd camau gorfodaeth a all arwain at erlyniad yn y Llys Ynadon lle medrtr gasod cosb o hyd at £20,000. Er mwyn sicrhau eich bod yn aegol unrhyw un o'r canlyniadau uchod, gofynnir i chi sicrhau eich bod yn cydymffurfio gyda phob agwedd o'ch caniatâd a chynlluniau.*

**Cadwch yr Hysbysiad yma gyda'ch Caniatâd Cynllunio os gwelwch yn dda  
Gwnewch yn siŵr fod gan eich Adalladwr gopi o'r Cynlluniau a Gymeradwywyd.**

## NODIADAU

### Apeliadau i Lywodraeth Cymru

- Os ydych wedi eich tramgwyddo gan benderfyniad yr Awdurdod Cynllunio Lleol i roi caniatâd cynllunio yn ddarostyngedig i amodau, yna gallwch apelio at Lywodraeth Cymru yn unol ag Adran 78 Deddf Cynllunio Tref a Gwlad 1980.
- Os ydych eisiau apelio, yna mae'n rhaid i chi wneud hynny o fewn **chwe mis** o ddyddiad yr hysbysiad hwn yn defnyddio ffurflen y gallwch ei chael gan yr Arolyglath Cynllunio, Parc Cathays, Caerdydd CF10 3NQ.
- Gall Llywodraeth Cymru ganiatáu cyfnod hirach ar gyfer rhoi hysbysiad apêl ond ni fydd fel arfer yn barod i ddefnyddio'r pŵer yma os nad oes amgylchiadau arbennig sy'n eogusodl'r oed wrth roi hysbysiad o'r apêl.
- Nid yw'n rhaid i Lywodraeth Cymru ystyried apêl os yw'n ymddangos na allai'r Awdurdod Cynllunio Lleol fod wedi rhoi'r caniatâd heb yr amodau y gwnaethant eu gosod gan roi ystyriaeth i ofynion statudol, i dderpariaethau'r gorchymyn datblygu ac unrhyw gyfarwyddiadau a roddwyd dan y gorchymyn.
- Yn ymerferol nid yw Llywodraeth Cymru yn gwrthod ystyried apeliadau yn unig oherwydd bod yr Awdurdod Cynllunio Lleol wedi seilio eu penderfyniad ar gyfarwyddyd a roddwyd gan Lywodraeth Cymru.

### Hysbysladau Prynu

- Os yw un ai'r Awdurdod Cynllunio Lleol neu Lywodraeth Cymru yn gwrthod caniatâd i ddatblygu tir neu ei roi yn ddarostyngedig i amodau, gall perchennog y tir hawlo na all naill ai wneud defnydd rhesymol fuddiol o'r tir yn ei gyflwr presennol na gwneud y tir yn alluog o ddefnydd rhesymol fuddiol drwy wneud unrhyw waith datblygu sydd wedi neu a fyddai'n cael ei ganiatáu.
- Yn yr amgylchiadau hyn gall y perchennog gyflwyno hysbysiad prynu i'r Cyngor lle mae'r tir wedi'i leoli. Bydd yr hysbysiad yn ei gwneud yn ofynnol i'r Cyngor brynu ei ddiddordeb yn y tir yn unol â darpariaethau Rhan VI Deddf Cynllunio Tref a Gwlad 1990.



## **IMPORTANT NOTICE**

### **YOUR PLANNING PERMISSION HAS BEEN GRANTED**

#### **PLEASE READ THE FOLLOWING INFORMATION CAREFULLY**

**If you are an agent please pass this Notice to your client with the Planning Permission**

*How you proceed with your development may affect your property, for example its value or sale and lead to enforcement action if you do not follow this advice.*

#### **Conditions**

*Please read the conditions carefully. It is your responsibility to comply with them.*

- Some conditions may require the submission of details, eg materials or landscaping, *before* work starts or a change of use is made. You must ensure that you comply with all conditions of this type before work starts or within the period specified.
- Failure to submit matters required by condition will make your planning permission invalid and may lead to enforcement action being taken against you.

#### **Compliance With Approved Plans**

*You must carry out the development as approved or agree changes.*

***If you do not carry out the development in strict accordance with the approved plans your permission will be invalid.***

- If you wish to vary your scheme or changes result from other requirements you will need to make a new application.

*The Council can take enforcement action which may lead to prosecution in the Magistrates Courts where a fine of up to £20,000 can be imposed. In order to ensure that you avoid any of the above consequences please ensure that you comply with all aspects of your permission and plans.*

**Please Keep this Notice with Your Planning Permission  
Make Sure Your Builder has a Copy of the Approved Plans**

## **NOTES**

### **Appeals to the Welsh Government**

- If you are aggrieved by the decision of the Local Planning Authority to grant planning permission subject to conditions, then you can appeal to the Welsh Government in accordance with Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within **six months** of the date of this notice using a form which you can get from the Planning Inspectorate, Cathays Park, Cardiff CF10 3NQ.
- The Welsh Government can allow a longer period for the giving of a notice of an appeal but will not normally be prepared to use this power unless there are special circumstances that excuse the delay in giving notice of appeal.
- The Welsh Government need not consider an appeal if it seems that the Local Planning Authority could not have granted the permission without the conditions they imposed having regard to statutory requirements, to the provisions of the development order and to any directions given under the order.
- In practice the Welsh Government does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Welsh Government.

### **Purchase Notices**

- If either the Local Planning Authority or the Welsh Government refuse permission to develop land or grant it subject to conditions, the owner of the land may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.