

Dated 3 OCTOBER 2024

ROCHDALE BOROUGH COUNCIL

and

ARTHUR OLDHAM and CHRISTINE DOROTHY OLDHAM

and

SECRET GARDEN DEVELOPMENTS LIMITED

A G R E E M E N T

Pursuant to Section 106 of the Town & Country
Planning Act 1990 in respect of

Land and Buildings lying to the North East of Kenyon Lane, Middleton,
Manchester M24 2DR

Suzanne Antrobus
Monitoring Office
Legal and Democratic Services
Number One Riverside
Smith Street
Rochdale
OL16 1XU

AN AGREEMENT by way of Deed made the 3 day of OCTOBER
2024

BETWEEN

- (1) **ROCHDALE BOROUGH COUNCIL** of Number One Riverside Smith Street Rochdale OL16 2XU ("**the Council**")
- (2) **ARTHUR OLDHAM and CHRISTINE DOROTHY OLDHAM** of 17 Kenyon Lane Middleton M24 2DR ("**the Owner**")
- (3) **SECRET GARDEN DEVELOPMENTS LIMITED** (company number 13622811) whose registered office is at 2nd Floor 9 Portland Street Manchester M1 3BE ("**the Developer**")

WHEREAS:

- (1) The Council is the Local Planning Authority for the purpose of the Town and Country Planning Act 1990 ("**the 1990 Act**") for the area in which the land (hereinafter referred to as "**the Site**") described in the Schedule 3 hereto is situate and by whom the Planning Obligations contained in this Deed are enforceable
- (2) The Owner is the registered proprietor of the estate in the Site the legal title to which is registered under Title Numbers GM434916 and MAN393036 more particularly described in Schedule 3
- (3) The Developer has the benefit of an Option to Purchase the Site subject to the Planning Permission
- (4) The Developer has submitted the Application to the Council for and intends to carry out the Development in accordance with the Permission
- (6) The Council is concerned to ensure that any development of the Site is carried out in such a way as to ensure that appropriate provision will be made in accordance with the Council's policies in relation to the provision and future maintenance of public sports provision outside the site and within the Council's area
- (7) The parties hereto agree that it is necessary to make the Development acceptable in planning terms that this Deed be entered into and that the use of the said land should be restricted as hereinafter appearing

and that the securing of such provision as is mentioned above by way of the payments to be made to the Council and other matters set out in this Deed as hereinafter appearing are directly related to and fairly and reasonably related in scale and kind to the Development

NOW THIS DEED WITNESSETH as follows:-

1. Definitions and Construction of this Deed

- 1.1 In this Deed unless the context otherwise requires the following words and expressions and phrases shall have the meanings hereby ascribed to them:

"the Act"	Means the Town and Country Planning Act 1990 as amended
"Application"	Means the application for Planning Permission for residential development on the Site and given reference number 22/01223/FUL by the Council
"Approval of Reserved Matters"	Means the approval by the Council of all or any of the matters specified in Article 2 of the Development Management Procedure Order 2010 in accordance with an application to be submitted to the Council under the Outline Planning Permission
"BNG"	Means Biodiversity Net Gain
"BNG Commuted Sum"	Means a commuted sum of £14,720.00 (Fourteen Thousand Seven Hundred and Twenty Pounds) to be used for the purpose of habitat creation

	enhancement of management within the Rochdale Borough
"BNG Monitoring Fees"	Means Rochdale Borough Council's monitoring fees of £588.80 (Five Hundred and Eighty Eight Pounds and Eighty Pence)
"Biodiversity Metric Calculation"	Means as assessment of biodiversity which calculates the biodiversity impact of the development, or change in land management in biodiversity units
"Commencement of the Development"	Means the commencement of the Development by the carrying out on the Site in accordance with the Planning Permission of a material operation as specified in Section 56(4) of the Act (but not including any operations relating to site investigations safety security or surveys or the demolition of any existing buildings or clearance of or removal of contamination from the Site) and the phrase "commence the Development" shall be construed in like manner
"Council"	Means Rochdale Borough Council
"Development"	Means development pursuant

	to the Permission
“Outline Planning Permission”	Means the written outline planning permission to be granted pursuant to the Application a draft of which is annexed hereto at Appendix 1
“Site”	Means the land in respect of which the Application has been made and which is described in Schedule 3 and shown edged red on the plan attached to this Agreement at Appendix 2
“Working Day”	Means any day from Monday to Friday inclusive which is not a Bank or Public Holiday

- 1.2 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 1.3 The clause paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation
- 1.4 Words importing the singular meaning where the context so admits includes the plural meaning and vice versa
- 1.5 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 interchangeably in that

manner

- 1.6 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 unless there is an express provision otherwise
- 1.7 Any reference to an Act of Parliament or Statutory Order shall include any modification, extension or re-enactment of that Act or Order 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 Order or deriving validity from it
- 1.8 Reference to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions
- 1.9 An obligation to do something includes an obligation to procure it to be done and an obligation not to do something includes an obligation not to allow it to be done

2. **THIS** Agreement which contains Planning Obligations for the purposes of Section 106 of the Act and is made pursuant to the said Section 106 with the intent that the covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in Section 106 aforesaid or otherwise against the Owner and all persons deriving title from the Owner

3. **INSOFAR** as any of the covenants contained in the Agreement are not planning obligations within the meaning of Section 106 of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and all other enabling powers

4. **THE** parties to this Agreement agree that this Agreement may be rescinded or varied without the consent of any third party whose consent would otherwise be required pursuant to the Contracts (Right of Third Parties) Act 1999 ("**the 1999 Act**") and that nothing in this Agreement will create any rights in favour of any person pursuant to the 1999 Act.

5. **EXCEPT** as otherwise mentioned this Agreement shall take effect on the date of completion hereof.

6. **IN** consideration of these presents the Owner hereby enters into this Planning Obligation and covenants with the Council as follows:-

- 6.1 Not to commence the Development until the BNG Commuted Sum and BNG Monitoring Fees have been paid to the Council
- 6.2 To give to the Council not less than five Working Days' notice in writing of the intended date of Commencement of the Development and upon giving such notice to pay to the Council the BNG Commuted Sum and BNG Monitoring Fees
- 6.3 To pay to the Council interest at the rate of 4% above the base rate of the Bank of England on any sum due under this Agreement which remains unpaid for more than three Working Days after the same has become due such interest to be paid from the date the sum becomes due
- 6.4 To notify the Council in writing of any sale of the Site and such notice shall include the date of the sale and the name and address of the person to whom the Site is sold and shall be given within 14 days of the completion of any such sale
- 6.5 To pay to the Council on completion of this Agreement the sum of £1,000.00 in respect of the cost of the preparation and execution of this

Agreement and duplicates thereof

7. IN consideration of these presents and of the covenants by the Owner the Council hereby covenants with the Owner as follows:-

- 7.1 That it will within 7 days of the date of payment of its costs set out in Clause 6.5 issue the Planning Permission
- 7.2 That it will use the money paid under the provisions of this Agreement for the purposes set out in this Agreement and for no other purpose
- 7.3 That in the event that the BNG Commuted Sum has not been spent or committed to the purposes set out in this Agreement within five years from the date of payment then it will repay to the party who paid the same such part of the BNG Commuted Sum as has not been spent or committed but without being liable for interest on any sums so repaid

8. IT is agreed between the parties to this Agreement as follows

- (i) No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement which affect land in which he has no interest or which occur after he has parted with his interest in the said land or that part of the said land in respect of which a breach occurs
- (ii) The provisions of the Interpretation Act 1978 shall apply to the terms hereof as if this Agreement was an Act of Parliament
- (iii) This Deed shall be registered as a local land charge by the Council
- (iv) This Agreement shall cease to have effect if the Outline Planning Permission is quashed; revoked; withdrawn; expires prior to the Commencement of Development or otherwise becomes incapable of implementation in its entirety and in such event the Council shall remove the entry in the Local Land Charges Register relating to it
- (v) Any notice required to be served on any party to this Deed shall be deemed to have been properly served if delivered or sent by the recorded delivery service to the address of the party given in this Deed

or to such other address as shall have been notified by that party in writing to all other parties

- (vi) If any clause of this Deed shall be found to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- (vii) Where any matter is required to be agreed by any party then such agreement shall not be unreasonably withheld or delayed
- (viii) The planning obligations contained in this Deed shall not be enforceable against the owner-occupiers or tenants of any dwelling constructed pursuant to the Outline Planning Permission
- (ix) Following the performance and satisfaction of all obligations contained in this Deed the Council shall effect the cancellation of the entry in the Local Land Charges Register relating to it
- (x) No waiver whether express or implied by the Council in respect of any breach or default in performing any of the obligations in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the remaining obligations or from acting upon any subsequent breach or default
- (xi) The Owner agrees to (without any unreasonable delay) upon request by the Developer, enter into this Section 106 agreement and all statutory planning agreements necessary and associated with the development of the Site, strictly on the basis that the Developer undertakes to indemnify the Owner on a full indemnity basis in respect of all and any liability incurred by the Owner relating to this Section 106 Agreement and any statutory agreements, including all reasonable and properly incurred costs incurred by the Owner in pursuit of the Developer in the event the Developer breaches its undertaking herein.

9. IN the event of any dispute disagreement or difference hereunder and the parties hereto having been unable to resolve the same within four weeks either party shall be entitled to refer the matter in dispute to expert determination by an expert of not less than ten years' standing in the field of the matter in dispute and being a member of the Royal Institution of Chartered Surveyors or if appropriate to the matter in

dispute another professional institution or body the identify of such person in default of agreement being an appointment made by the President of the Royal Institution of Chartered Surveyors who shall determine the matter in such manner as he shall direct in giving notice of his appointment the terms of appointment including that he make reasonable endeavours to determine the matter in dispute and issue his determination in writing giving full reasons therefor within ten weeks of his appointment and his costs shall be paid by the parties as directed AND the parties shall comply with his directions and determination save for matters of law and any manifest error.

10. THIS Deed is governed by and interpreted in accordance with the law of England and Wales

IN WITNESS WHEREOF the parties hereto have duly executed this Deed the day and year first before written

THE FIRST SCHEDULE

Owner's Covenants with the Council The Owner covenants with the Council as follows;

Part 1 – Bio Diversity Provision

Prior to the Commencement of the Development to pay the BNG Commuted Sum for the BNG Commuted Sum purposes to the Council and no to permit or allow the Commencement until the BNG Commuted Sum has been paid

THE SECOND SCHEDULE Council's Covenants

The Council covenants

- 1.1 that at the written request of the Owner or Developer the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.1 to operate abide by and comply with the arrangements terms conditions and obligations for the purposes set out in the First Schedule hereto
- 1.2 Upon the written request of the Owner or Developer to provide a reasonable written breakdown of the use of and deployment of the BNG Commuted Sum and in the event that any of the said monies have not been expended, or contractually committed to be spent , by the tenth anniversary of the date of receipt thereof by the council, then the Council shall (if required by the person who paid it)at that time repay to the person who paid it, the BNG Commuted Sum of the balance thereof (if any) together with all interest accrued upon such balance (if any) as may have arisen.

THE THIRD SCHEDULE Description of the Site

1. The Freehold land and buildings on the North East side of Rose Street, Middleton registered at HM Land Registry under title number GM434916; and

2. The Freehold land lying to the North East of Kenyon Lane, Middleton, Manchester M24 2DR registered at HM Land Registry under title number MAN393036

APPENDIX 1

Draft Outline Planning Permission



DRAFT DECISION

Town and Country Planning Act 1990 (as amended)

PLANNING PERMISSION GRANTED

APPLICATION REFERENCE: 22/01223/FUL

Name and address for correspondence:	Applicant name:
Mr Jack Cannon WhiteBox Architecture Ltd 8 Church Hill KNUTSFORD WA16 6DH	Prout Secret Gardens Developments Ltd

Part I - Particulars of Application

Date of Application: 5 April 2023

Proposal:	Erection of 8 dwellings with associated parking and landscaping with access from Rose Street and Lily Street
Location:	Land To Rear Of 19-47 Kenyon Lane, Middleton,

Part II - Particulars of decision

The Rochdale Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 (as amended) that planning permission has been **GRANTED** **SUBJECT TO CONDITIONS** for the carrying out of the development referred to in Part I above.

The Council hereby permits the above development in accordance with the details given on the application form and subject to the following condition(s):

Conditions and Reasons:

- 1 The development must be begun not later than three years beginning with the date of this permission.

Reason. Required to be imposed by Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 This permission relates to the following plans and documents:

Drawing No: 100 Rev B - Site Plans
 Drawing No: 201 Rev B - House Type A - Plans and Elevations
 Drawing No: 202 Rev B - House Type B - Plans and Elevations
 Drawing No: 24-XXXX-500 Rev P1 - Drainage
 Received on 6th February 2024

Drawing No: 200 Rev C - Proposed Landscaping Plan Received on 19th April 2024 and the development shall be carried out in accordance with the approved drawings.

Reason: For the avoidance of doubt and to ensure a satisfactory standard of development in accordance with the policies contained within the adopted Rochdale Core Strategy, the saved Rochdale Unitary Development Plan and the National Planning Policy Framework.

- 3 Notwithstanding any description of materials in the application, no above ground construction works shall take place until samples and / or full specifications of materials to be used externally on the dwellings have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. Development shall be carried out in accordance with the approved details.

Reason: In order to ensure a satisfactory appearance in the interests of visual amenity in accordance with Policy P3 of the adopted Rochdale Core Strategy and the requirements of the National Planning Policy Framework.

- 4 No development shall commence until construction details of the internal vehicle access points, including drainage, have been submitted to, and approved in writing by, the Local Planning Authority. The details must be of a standard that meets the Council's criteria for residential accesses.

Reason: In the interests of road safety in accordance with Policies T2 and DM1 of the Rochdale Core Strategy and Policy JP-C8 of PfE.

Reason for pre-commencement condition: As insufficient information has been submitted to ensure the internal vehicle access points will be to a standard that meets the Council's criteria for residential accesses.

- 5 No part of the development shall be occupied until a scheme of highways improvements to the proposed accesses at Lily Street and Rose Street, including but not limited to layout, design, surfacing, drainage and construction details have been submitted to, and approved in writing by, the Local Planning Authority. The dwellings hereby approved shall not be occupied prior to the implementation of the approved scheme.

Reason: To ensure the vehicular access to the development hereby approved is in line with Council standards in accordance with Policies T2 and DM1 of the Rochdale Core Strategy and Policy JP-C8 of PfE.

- 6 The dwellings hereby permitted shall not be occupied until all vehicle parking spaces have been provided in accordance with the plans hereby approved. The spaces shall be kept available for parking at all times thereafter.

Reason: To ensure that the development is provided with adequate parking facilities to meet the needs of future occupiers and reduce the likelihood of roadside parking which could be a danger to other road users in accordance with policies T2 and DM1 of the Core Strategy.

- 7 Notwithstanding the approved drawings, the development hereby permitted shall not be occupied until details of refuse and recycling storage sufficient for the intended development has been submitted to, and approved in writing by, the Local Planning Authority. The approved details shall be fully implemented before first occupation and the areas of land so provided shall not be used for any purposes other than the storage (prior to disposal) or the collection of refuse and recycling and shall be thereafter retained and maintained as such.

Reason: In the interests of general amenity, to ensure convenience of arrangements for refuse and recycling storage and collection and to ensure that no obstruction is caused

on the adjoining highway, in the interest of highway safety and in accordance with Policy T2 of the Core Strategy, JP-C8 of PfE and the NPPF.

- 8 No development shall take place until a Construction Management Plan (CMP) has been submitted to, and approved in writing by, the Local Planning Authority. The CMP shall include details of the following:

- i) the parking of vehicles of site operatives and visitors; ii) loading and unloading of plant and materials;
- iii) storage of plant and materials used in constructing the development; iv) the erection and maintenance of security hoarding;
- v) measures for the protection of the natural environment from accidental spillages, dust and debris including dedicated protection measures (including high visibility fencing) for the retained trees during and after construction;
- vi) a lighting plan designed to direct any temporary lighting away from the retained trees and hedgerow during and after construction; vii) noise and vibration, mud and dust suppression;
- viii) a scheme for recycling/disposing of waste resulting from demolition and construction works; ix) wheel washing facilities; and
- x) any external lighting of the site.

The development shall be carried out in complete accordance with the approved CMP.

Reason: To minimise detrimental effects to the neighbouring amenities, the amenities of the area in general, detriment to the natural environment through the risks of pollution and dangers to highway safety, during the construction phase in accordance with Policies DM1, T2, G7, G8 and G9 of the Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: As the proposals require ground works and engineering works an understanding will therefore be necessary of what measures will be put in place to protect the amenity of nearby residents prior to commencement of any building or engineering works on site.

- 9 Prior to the commencement of development, details of a sustainable surface water drainage scheme and a foul water drainage scheme shall be submitted to, and approved in writing by, the Local Planning Authority. The drainage scheme shall be based upon the preliminary drainage plan by ADS Structural plan dated 06.02.2024 Drawing ref 24-XXXX-500/P1. Details to be submitted shall include:

- i) Sewer plan details with a restricted rate of surface water discharge to public combined sewer of 5l/s. Construction details of the flow control chamber, if this forms part of the sustainable drainage system.
- ii) Construction details for permeable paving including kerbing and cross-section of open graded sub-base, if this type of paving forms part of the sustainable drainage system.
- iii) The background calculations of the MicroDrainage® model or any other software or calculations that have been used for the drainage design.

The approved scheme shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. Prior to occupation/ use of the proposed development, the drainage scheme shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. To prevent an increased risk of flooding as a result of the development and to ensure satisfactory disposal of surface water from the site in accordance with Policy G8 of the adopted Rochdale Core Strategy, saved Policy EM/7

of the adopted Rochdale Unitary Development Plan and the National Planning Policy Framework.

Reason for pre-commencement condition: Drainage infrastructure will need to be implemented prior to commencement of above ground works and a scheme therefore needs to be agreed in advance of the same

- 10 Prior to occupation of the development a sustainable drainage management and maintenance plan for the lifetime of the development shall be submitted to, and approved in writing by, the Local Planning Authority (in consultation with United Utilities). The sustainable drainage management and maintenance plan shall include as a minimum:

- i) Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and
- ii) Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development in accordance with Policy G8 of the adopted Rochdale Core Strategy, saved Policy EM/7 of the adopted Rochdale Unitary Development Plan, Policy JP-S4 of PfE and the National Planning Policy Framework.

- 11 No development shall commence on site until a comprehensive scheme of hard and soft landscaping has been submitted to and approved in writing by the Local Planning Authority. These details shall include:

- a. Proposed finished ground and floor levels or contours, means of enclosure (including mammal gaps where appropriate), car parking layouts, other vehicle and pedestrian access and circulation areas;
- b. Hard surfacing materials and minor artefacts and other ancillary structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, external services, etc);
- c. Soft landscaping details shall include planting plan, specification (including cultivation and other operations associated with plant and grass establishment), tree pit specifications, schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate, and implementation timetable;
- d. A maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting;

The approved hard and soft landscaping scheme shall be carried out in accordance with the approved details prior to the occupation of any part of the development or in accordance with a timetable approved in writing by the Local Planning Authority.

Any trees or plants which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

Reason: In the interest of ensuring that the landscaping of the development enhances the visual local environment in accordance with Policy G6 of the Rochdale Core Strategy and JP-G6 of PfE.

Reason for pre-commencement condition: These details are required prior to commencement of development because of insufficient information contained within this

submission and in the interest of ensuring that the landscaping of the development enhances the visual local environment.

- 12 Prior to first occupation of the development hereby approved, a plan indicating the positions, design, materials and type of boundary treatment to be erected, shall be submitted to an approved in writing by the Local Planning Authority. Where appropriate the boundary treatment shall including the provision of mammal gaps. The boundary treatment shall be implanted in accordance with the approved plan before the development is occupied or otherwise in accordance with a timescale agreed in writing by the Local Planning Authority.

Reason: In order to protect the privacy of adjoining and future occupiers and in the interests of the visual amenity and the character of the area in accordance with Policies P3 and DM1 of the Rochdale Core Strategy and the Council's Guidelines and Standards for Residential Development SPD.

- 13 No tree, shrub or brash clearance shall occur or renovation of the buildings occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to works and written confirmation provided that no active bird nests are present, which has been agreed in writing by the LPA.

Reason: In order to prevent any habitat disturbance to nesting birds in accordance with Policy G7 of the Rochdale Core Strategy and the National Planning Policy Framework.

- 14 No development shall commence on site (including demolition or preparatory works) until, details of a habitat enhancement scheme have been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall provide, but not limited to, bird boxes (house sparrow hotel, swift boxes, standard bird boxes on trees), insect boxes, bat boxes/bricks, holes in fencing for hedgehogs and wildlife friendly planting). The scheme shall also include a programme for implementation and ongoing maintenance. The habitat enhancement scheme shall thereafter be implemented and adhered to in accordance with the agreed programme.

Reason: Details are required prior to commencement as insufficient information was submitted with the application and in order to avoid harm to habitats and species whilst securing biodiversity enhancement in the long term. This accords with the NPPF, Policy G7 of the Rochdale Core Strategy and JP-G8 of PFE.

Reason for pre-commencement condition: As insufficient information has been provided and to ensure adequate habitat enhancement can be provided prior to construction.

- 15 No development shall commence, including any earthworks, vegetation clearance or demolition until, a method statement detailing eradication or avoidance measures for rhododendron, monbretia and Japanese knotweed has been submitted to, and approved in writing by, the Local Planning Authority. The agreed method statement shall be adhered to and implemented in full unless otherwise agreed in writing by the Local Planning Authority.

Reason: In accordance with Policy G7 of the Rochdale Core Strategy, Policy JP-G8 of PFE and to ensure the satisfactory treatment and disposal of invasive plant species which, under the terms of the Wildlife & Countryside Act 1981 (as amended) it is an offence to be caused to be spread in the wild.

Reason for pre-commencement condition: Construction activity increases the risk of invasive species spreading.

- 16 Prior to first occupation of the development hereby approved, full details of all external lighting to be installed within the development shall be submitted to, and approved in writing by, the Local Planning Authority. The details shall include a plan indicating the locations of the lights, specifications, height, luminance; lens shape/beam pattern and

orientation, any hoods/shades, and an isolux contour map to show light spill levels (down to 2 lux if operating between 23:00 and 07:00, or down to 10 lux if operating only between 07:00 and 23:00) and showing neighbouring buildings. The details shall demonstrate that light levels will not exceed the relevant guidance lux levels specified

in the Institute of Lighting Professionals: Guidance Notes for the Reduction of Obtrusive Light GN01:2011 and shall also demonstrate how glare will be controlled.

The approved scheme shall thereafter be installed before first occupation of the dwellings and the external lighting shall thereafter be maintained and operated in accordance with the approved details.

Reason: In order to protect the privacy and amenity of adjoining and future occupiers and enhance the appearance of the development in accordance with Policy in accordance with Policies DM1 of the Core Strategy and the NPPF.

- 17 No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0900hrs to 1400hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

Reason: In order to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policies DM1 and G9 of the adopted Rochdale Core Strategy and the National Planning Policy Framework.

- 18 No development shall take place until an investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced and shall have been first submitted to and approved in writing by the Local Planning Authority before development commences. The report of the findings must include:

- i) a survey of the extent, scale and nature of contamination ii)
an assessment of the potential risks to:
 - o human health,
 - o property (existing or proposed) including buildings, crops, livestock, pets, woodland, and service lines and pipes,
 - o adjoining land,
 - o groundwaters and surface waters, o ecological systems,
 - o archaeological sites and ancient monuments;
- iii) where unacceptable risks are identified, an appraisal of remedial options and proposal of the preferred option(s)

The development shall thereafter be carried out in accordance with the approved remediation strategy and a verification report submitted to and approved in writing by the Local Planning Authority before any of the building(s) hereby approved are first occupied.

Reason: To prevent pollution of the environment and to ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Policies G8 and G9 of the Core Strategy and the National Planning Policy Framework.

Reason for pre-commencement condition: Further investigation will be necessary prior to commencement of any building or engineering works on site.

- 19 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and/or re-enacting that Order) no windows/doors/dormers/openings, other than those shown on the approved

plans shall at any time be placed in the dwellings hereby permitted without the grant of a separate planning permission from the Local Planning Authority.

Reason: To safeguard the amenities of the adjoining premises from overlooking and loss of privacy in accordance with Policy DM1 of the Core Strategy and the National Planning Policy Framework.

Procedure Statement:

The Local Planning Authority worked proactively with the applicant to identify various solutions during the application process to ensure that the proposal comprised sustainable development and would improve the economic, social and environmental conditions of the area and would accord with the development plan. These were incorporated into the scheme and/or have been secured by planning condition.

Date Decision Issued

Melanie Hale
Head of Planning Services

IMPORTANT

PLEASE ENSURE THAT YOU HAVE READ AND FULLY UNDERSTOOD THE CONTENTS OF THIS DECISION NOTICE. YOUR ATTENTION IS DRAWN TO THE ATTACHED NOTES.

INFORMATIVE:

The Local Planning Authority's reasons for its decision are set out in the accompanying officer's report.

INFORMATIVE:

The applicant is reminded of the need to submit and obtain formal approval of those details required by the conditions of this planning permission before development may lawfully commence on the site. The formal discharge of a planning condition is currently subject to payment of an additional fee per request: £34.00 for householder applications and £116.00 in all other cases.

INFORMATIVE:

The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from coal mining. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological fissures; mine gas and previous surface mining sites. Although such hazards are often not readily visible, they can often be present and problems can occur as a result of development taking place, or can occur at some time in the future.

It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required, be submitted alongside any subsequent application for Building Regulations approval.

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain Coal Authority permission for such activities is trespass, with the potential for court action.

Property specific summary information on coal mining can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com.

INFORMATIVE:

The applicant is advised that the supply and delivery of refuse containers (including all wheelie bins and food waste caddies) for residential developments is chargeable and the responsibility for these charges rests with the applicant/developer. The cost is based on a variable rate per property depending on the property size and number of bedrooms but as an indication, the present charge for a suite of three 240l recycling bins and one 240l refuse bin is £144 per residence. Please contact environmental.management@rochdale.gov.uk for a quotation for your development.

INFORMATIVE:

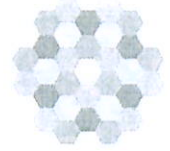
A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning.

APPENDIX 2

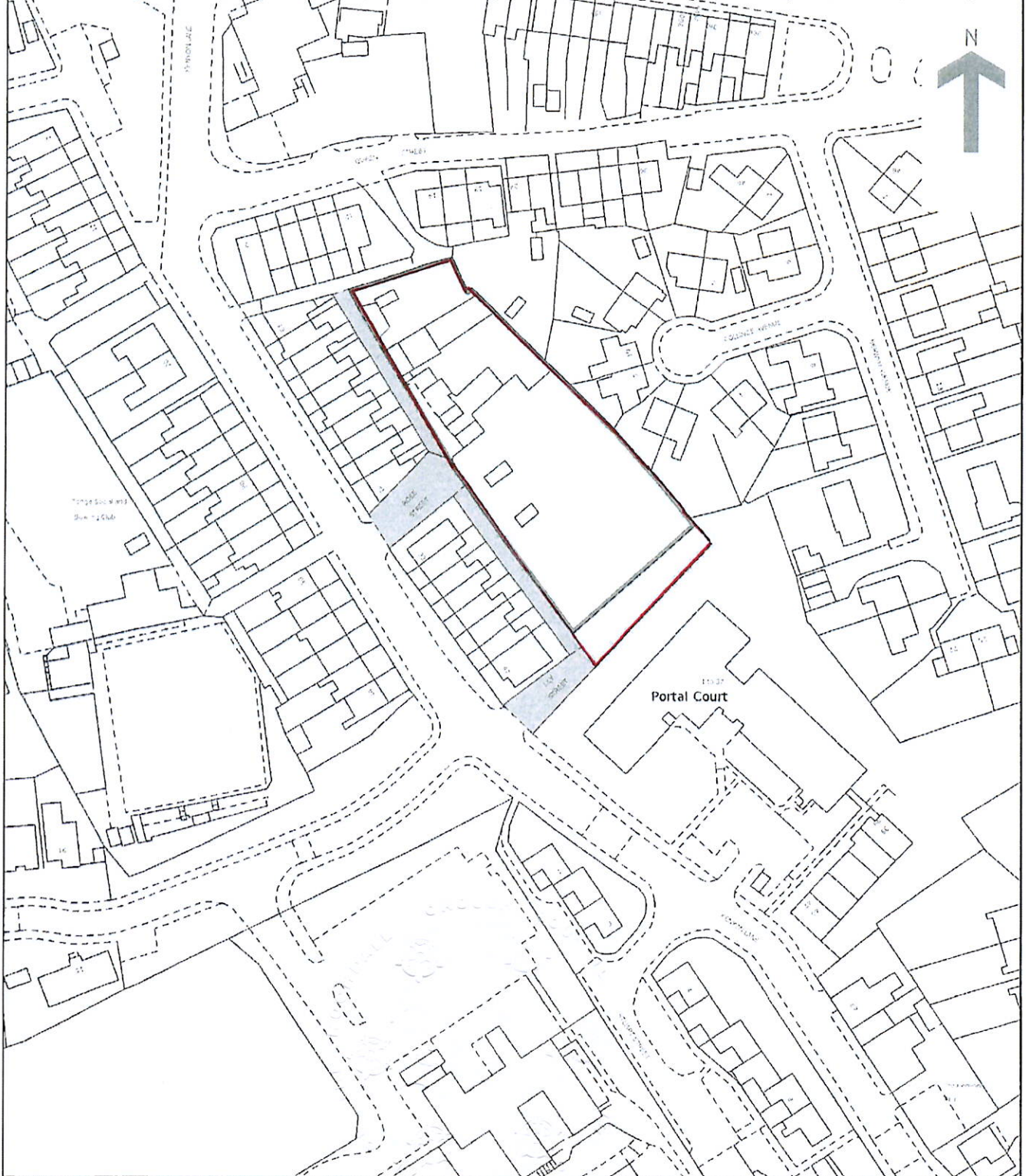
Site Plan

HM Land Registry
Official copy of
title plan

Title number **GM434916**
Ordnance Survey map reference **SD8805NW**
Scale **1:1250**
Administrative area **Greater Manchester :**
Rochdale



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AUTHORISED SIGNATORY

EXECUTED AS A DEED by affixing)
the Common Seal of **ROCHDALE**)
BOROUGH COUNCIL in the presence of:)



Authorised Signatory

40527

EXECUTED AS A DEED by the said)
TERESA PROUT on behalf of **SECRET GARDEN**)
DEVELOPMENTS LIMITED)

Teresa Prout
Director

In the presence of:

Witness signature:

Name: *MARCUS GRAY*

Address: *1 Dingle Grove*
Gratley
SK8 4ED

Occupation: *Commercial Driver*

Signed as a deed by

Christine Dorothy Oldham

In the presence of:

Witness Signature:

Name:

Address:

Occupation:

C. D. Oldham

[Signature]

MICHAEL HEWITT

GLAISYERS.ETL.

3 HARDMAN STREET

MANCHESTER

M3 3HF

SOLICITOR

Signed as a deed by

Arthur Oldham

In the presence of:

Witness Signature:

Name:

Address:

Occupation:

A. Oldham

[Signature]

MICHAEL HEWITT

GLAISYERS.ETL.

3 HARDMAN STREET

MANCHESTER

M3 3HF

SOLICITOR