

Gina Parle

From: Emma.Pickernell@cheltenham.gov.uk
Sent: 30 March 2021 17:16
To: Gina Parle; Peter Frampton
Cc: Robin@asbriplanning.co.uk; Jeremy.Patterson@tewkesbury.gov.uk
Subject: FW: 3261154 Land adjacent to Oakhurst Rise, Cheltenham

Follow Up Flag: Follow up
Flag Status: Completed

Dear Gina/Peter,

Please see observations from Gary Spencer on the Inspector's comments below. Hopefully these are helpful in formulating an agreed response to this matter.

Kind Regards,

Emma Pickernell
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Normal working hours:
Tuesday – Friday 9:15 – 14:45

From: Palmer, Leanne <LEANNE.PALMER@planninginspectorate.gov.uk>
Sent: 30 March 2021 12:56
To: SF Walker <sfw74@icloud.com>; Peter Frampton <Peter.Frampton@framptons-planning.com>; Lorraine Cox <Lorraine.Cox@cheltenham.gov.uk>
Cc: Gina.Parle@framptons-planning.com; Emma Pickernell <Emma.Pickernell@cheltenham.gov.uk>
Subject: 3261154 Land adjacent to Oakhurst Rise, Cheltenham

Dear all

The Inspector has asked I pass on the following comments;

'Please find attached my comments on the revised set of conditions. I hope these are self-explanatory, but I am happy to provide clarification if needed.

In respect of conditions 16 and 21 and the submitted planning obligation I have the following more detailed queries:

I need to understand why these have been developed as conditions and obligations and how they all work together. I look on the obligations providing an overarching framework of requirements and the conditions fit under those, and fill in the detail. The obligations give broad headings of the areas of concern which, I accept, have probably grown over time to try and cover concerns on what is/may happen, particularly regarding finance and ownership.

My understanding is that condition 21 covers the whole site area, and the obligation (Part II clause 2) covers funding and management and monitoring. Is there a reason why it is split up (ie why not all of it is included in the obligation)? There is no reason why the elements of the condition could not go into the obligation, but that may make it relatively unwieldy. Part II clause 1(a) is a declaration of principle about the importance of the LWA, that it should be fenced off and managed by a Biodiversity Plan. This is then detailed in Para 1(b) which provides the headings for it. Para 2 deals with the Monitoring Fee and Para 3 the LEMP. The LEMP clauses deal with funding,

maintenance and ownership, as well as a fall-back position for liability if it is not followed. Condition 21 deals with the entire Site(or phase thereon) withy more detail.

Within the draft obligation, Part II clause 1 makes reference to a Biodiversity Management Plan. What is this and why is it different to the broader LEMP? Is there a consistency issue with the LEMP detail being sought by condition and a Biodiversity Management Plan via obligation? Why does this only cover the LWA area and not the wider site? The BMP is defined in the agreement as “means a plan to be agreed between the Council and the Owners/Developers for the management of the Local Wildlife Area under Schedule 2 Part II Paragraph 3 which for the avoidance of doubt means that no public access shall be permitted and the Owner/Developer shall preserve and enhance the biodiversity of the site in particular the species “Lady’s Bedstraw” and provide for an educational role”. It is specific to the LWA whereas the LEMP is site wide. It is required within 1 month of the first reserved matters application whereas the LEMP must be agreed before Commencement of Development. Again due to the importance of the LWA. There may be some inconsistency between the levels of detail for the BMP and LEMP, although again I would argue it is about the importance of the LWA. So far as I am aware the BMP is only relevant for the LWA whereas biodiversity in more general terms affects the whole site.

Part II, clause 1 makes reference to the LWA which is defined on Plan 2. The wider LEMP Area isn’t defined in the same way. Is there a reason for this? The LEMP is across the entire site as seen by the definition “maintain enhance protect and improve the areas **of the Site** including inter alia the construction of a badger set and pond attenuation works contained within the application documents to ensure the protection of the biodiversity on the Site as required by the Natural Environment and Rural Communities Act 2006”. Thus with the Site being the red line area (edged red on the Plan) it was not felt necessary to have it referenced by a plan, whereas the LWA was an important area **within** the Site

The LEMP definition in 1.31 includes within it the construction of the badger site and pond. However, the actual badger works aren’t referenced in the LEMP condition 21, instead it is referenced within condition 16 (the CEMP). How do these work together? Is this precise enough? Correct and I do not know the answer to this. It was included in the definition to protect the badger set, but that was due to the importance of it. I do not know why it is in the CEMP.

Kind regards

Leanne Palmer

Major Casework

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