

Dated

22<sup>ND</sup> JULY

2016

**(1) THE NOTTINGHAMSHIRE COUNTY COUNCIL**

and

**(2) DAVID PAUL ROBINSON AND SHARON MICHELLE COOPER**

and

**(3) CENTRAL WASTE (UK) LIMITED**

and

**(4) LLOYDS BANK PLC**

---

Agreement under Section 106 of the Town and Country Planning Act 1990 relating to  
land at 7,8,9,15a and 15b Wigwam Lane, Hucknall, Nottinghamshire

Nottinghamshire County Council  
Legal Services  
Resources Department  
County Hall  
West Bridgford  
Nottingham  
NG2 7QP

Reference: RHC/035278

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THIS DEED is made on the 22<sup>ND</sup> day of JULY 2016

**BETWEEN**

- (1) NOTTINGHAMSHIRE COUNTY COUNCIL of County Hall, West Bridgford, Nottinghamshire NG2 7QP (**Council**).
- (2) DAVID PAUL ROBINSON and SHARON MICHELLE COOPER of 15b Wigwam Lane, Hucknall, Nottingham NG15 7TA (**Owners**)
- (3) CENTRAL WASTE (UK) LIMITED (Co. Regn.No. 06029580) of 15b Wigwam Lane, Hucknall, Nottingham NG15 7TA (**Operator**)
- (4) LLOYDS BANK PLC (Co. Regn. No. 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV8 5HZ (**Mortgagee**)

**BACKGROUND**

- (A) The Council is the mineral and waste planning authority and county planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated and is the enforcing authority for the matters set out in this deed.
- (B) The Owners are the freehold owners of the Property registered at the Land Registry under Title Numbers NT517371, NT465760, NT456242, NT438562 and NT423651 and apart from the Registered Charge in favour of the Mortgagee otherwise free from encumbrances. The Owners are the sole Directors of the Operator.
- (C) The Operator has made the Planning Application and is proposing to carry out the Development.
- (D) The Council having regard to all material considerations resolved at its meeting of 19 January 2016 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:**

**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.

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

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

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

**HGVs:** any goods vehicles having a gross vehicle weight exceeding 18 (eighteen) tonnes which are associated with the transport of inert materials into or from the site whether laden or unladen.

**The HGV Routeing Scheme:** A scheme for the routeing of HGVs travelling to and from the Property in connection with the Development in accordance with the details set out in the First Schedule.

**Plan:** the plan attached as Annex A.

**Planning Application:** the application for full planning permission for the construction of a new waste transfer building to reduce dust and noise including an overflow picking station at the Property registered by the Council on 10 March 2015 under reference number 4/V/2015/0175.

**Planning Permission:** the planning permission to be granted by the Council pursuant to the Planning Application and including any future amendments or replacements including any future amendments to the conditions of that permission, a draft of which is attached as Annex B.

**Property:** the land at 7,8,9 15a and 15b Wigwam Lane, Hucknall, Nottingham shown edged red on the Plan and registered at HM Land Registry with absolute title under title numbers NT517371, NT465760, NT456242, NT438562 and NT423651.

**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 England.

- 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 and e-mail.

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.

## 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, section 2 of the Local Government Act 2000 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 Owner with the intention that they bind the interests held by those persons in the Property and their respective 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

The covenants in this deed shall come into effect only upon the later of:

- (a) the issue by the Council of the Planning Permission; and
- (b) except where this deed expressly provides otherwise upon the Commencement of Development by the Operator.

**4. COVENANTS TO THE COUNCIL**

The Owners and Operator covenant with the Council to:

- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1 of this deed; and
- (b) give at least 10 Working Days written notice to the Council of the intended Commencement Date.

**5. MORTGAGEE'S CONSENT**

The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property. The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

**6. RELEASE**

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. DETERMINATION OF DEED**

The obligations in this deed (with the exception of clause 9) 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 Owner; or
- (c) is quashed following a successful legal challenge.

**8. LOCAL LAND CHARGE**

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

**9. COUNCIL'S COSTS**

The Operator shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs incurred in the negotiation, preparation, completion and registration of this deed to a maximum of £1,500.00.

**10. 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.

**11. CANCELLATION OF ENTRIES**

11.1 On the written request of the Owner 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.

11.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 7 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council on the written request of the Owner shall forthwith cancel all entries made in the local land charges register in respect of this deed.

**12. 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 being a person of not less than ten years standing with relevant experience of the matter in dispute and to be agreed and 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 Town Planning Institute (or the Royal Institution of Chartered Surveyors if more appropriate); and
- (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).

**13. NO FETTER OF DISCRETION**

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

**14. 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.

**15. MODIFICATION**

No modification variation or amendment of any provisions of this deed shall be effective unless in writing and signed by the Parties' duly authorised signatories acting on authority to vary such terms.

**16. FUTURE PERMISSIONS**

Nothing in this agreement 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.

**17. 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.

**18. NOTICES**

- 18.1 Any notice to be given under this deed must be in writing and must be:
  - (a) delivered by hand; or
  - (b) sent by pre-paid first class post or other next working day delivery service.
- 18.2 Any notice to be given under this deed must be sent to the relevant party as follows:
  - (a) to the Council at Floor 2 Bridgford North, County Hall, West Bridgford, Nottingham NG2 7QP marked for the attention of the Head of Legal Services;
  - (b) to the Owner at its registered office marked for the attention of the Managing Director;

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

- 18.3 Any notice given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at



9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

(b) if sent by pre-paid first class post or other next working day delivery service, at 10.00 am on the second Working Day after posting.

18.4 A notice given under this deed shall not be validly given if sent by e-mail.

18.5 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.

#### **19. 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.

#### **20. VALUE ADDED TAX**

20.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).

20.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner 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.

#### **21. SEVERABILITY**

If any term condition provision or covenant in this deed is held to be invalid unlawful or unenforceable to any extent then amendments to this deed may be made by the deletion of wording as appropriate to remove such invalid term condition provision or covenant but so otherwise to retain the provision and the other provisions of this deed to the maximum extent permissible under applicable law so as not to affect the legality validity or enforceability of the remaining parts of this deed.

#### **22. 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.

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



The common seal of THE  
NOTTINGHAMSHIRE COUNTY  
COUNCIL

was affixed to this document in the presence  
of:

SEAL REGISTER  
NO. 43324



Authorised signatory



Executed as a deed by DAVID PAUL  
ROBINSON



In the presence of



.....

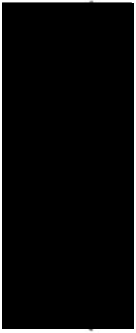
Witness Signature  
Name  
Address  
Occupation

J W Kujawinski B.A. Law (Hons)  
Partner  
Sheltons Solicitors LLP  
Belmont House Station Road  
Hucknall Nottm. NG15 7UE

Executed as a deed by SHARON  
MICHELLE COOPER

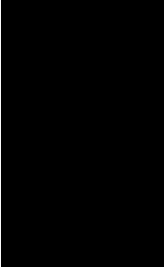


In the presence of



Witness Signature  
Name J W Kujawinski B.A. Law (Hons)  
Address Partner  
Occupation Sheltons Solicitors LLP  
Belmont House Station Road  
Hucknall Nottm. NG15 7UE

Executed a deed by CENTRAL  
WASTE (UK) LIMITED



Acting by

Director



Director/Secretary

Executed as a Deed by LLOYDS BANK  
PLC

SIGNED AS A DEED  
BY PARWJIT KAUR DHALIWAL  
as authorised signatory for  
Lloyds Bank plc  
In the presence of (signature of witness)  
Per Pro  
Lloyds Bank plc

Authorised signatory



## Schedule 1

### The HGV Routeing Scheme

#### Part A

1. The Owners and Operator for themselves and their successors in title to the Property hereby covenants with the Council as follows to ensure that all HGVs owned or controlled or contracted by the Owners and/or Operator shall not in the course of HGV movements of any description whatsoever in connection with the Development travel to or from the Property via Hucknall High Street:
2. Prior to Commencement of Development the Owners and/or Operator shall submit to the Council for its written approval the HGV Routeing Scheme;
3. The Owners and/or Operator shall not Commence the Development or permit or allow Commencement of Development unless and until it has submitted to the Council the HGV Routeing Scheme in accordance with the requirements of paragraphs 1 to 5 of this Schedule 1 and has received the Council's written approval of the HGV Routeing Scheme;
4. To implement the approved HGV Routeing Scheme from the Commencement of Development and to continue to comply with the terms of the approved HGV Routeing Scheme for the life of the Development;
5. The Owners and/or Operator shall take such proper and reasonably necessary steps (including the provision and maintenance of suitable signs and notices) to require drivers of all HGVs travelling to and from the Property to observe these restrictions.

#### Part B

6. The Owners and Operator shall in order to comply with the provisions of paragraphs 1 to 5 above:
  - (a) issue or cause to be issued directives to the drivers of HGVs under the direct control of the Owners and/or Operator or otherwise lawfully entering or leaving the Property setting out and requiring compliance with the restrictions set out in paragraphs 1 to 5 above and the approved HGV Routeing Scheme or such other alternative routes as may be notified from time to time to the Owner by the Council in writing;
  - (b) use reasonable endeavours to ensure compliance with such directives including the inclusion of such directive requirements within the Conditions of Contract of all haulage contractors employed by the Owner and/or Operator to travel to and/or from the Property and such Conditions of Contract to include an escalating sanctions regime whereby a warning will be issued for a first breach of such requirements by a contractor followed by a written warning for any second breach and then for any third breach a notice suspending a contractor's haulage contract for a period of not less than seven days and in the event that a contractor or its drivers fail to comply with such HGV routeing restrictions on four or more occasions the termination by the Owners and/or Operator of such contractor's haulage contract;

- (c) use reasonable endeavours to enforce such contractual requirements where any breaches come to the attention of the Owners and/or Operator;
- (d) inform the Council of the steps it has taken to comply with the requirements of this Schedule 1;
- (e) monitor the routeing of such HGVs travelling to and from the Property by carrying out random spot checks at the exit to the Property and on the local road network to ensure such compliance and such checks to be taken not less than four times per calendar year evidence of which shall be provided to the Council within one month of a written request from the Council; and
- (f) issue to all HGV drivers a map indicating the routes to be used and any prohibited routes.





**Annex A. Plan**



**Annex B. Draft Planning Permission**

## RECOMMENDED PLANNING CONDITIONS

### Commencement

1. The development hereby permitted shall be begun within 3 years from the date of this permission.

*Reason: To comply with the requirements of Section 91 (as amended) of the Town and Country Planning Act 1990.*

2. The Waste Planning Authority (WPA) shall be notified in writing, at least 7 days, but not more than 14 days, of:

- (a) The date of commencement of the development hereby permitted;
- (b) The date of the completion of the erection of the new waste transfer building hereby permitted.

*Reason: To assist with the monitoring of the conditions attached to the planning permission and for the avoidance of doubt.*

### Approved details

3. Except where amendments are made pursuant to the other conditions attached to the permission, the development hereby permitted shall be carried out in accordance with the following plans and documents:

- (a) Planning application forms received by the WPA on 10 March 2015;
- (b) Planning Statement received by the WPA on 10 March 2015;
- (c) Ordnance Survey Site Plan received by the WPA on 10 March 2015;
- (d) Drawing entitled 'Proposed Site Plan' received by the WPA on 10 December 2015;
- (e) Drawing entitled Proposed Elevations received by the WPA on 10 March 2015;
- (f) Noise Assessment Report received by the WPA on 10 March 2015;
- (g) Additional information regarding noise received by the WPA on 17 December 2015;
- (h) Document entitled 'Technical Note 1: HGV Movement and Site Access Arrangements' received by the WPA on 14 October 2015.

*Reason: For the avoidance of doubt.*

#### Hours of operation

4. Except in the case of an emergency when life, limb or property are in danger (with such instances being notified in writing to the WPA within 48 hours of their occurrence), or with the prior written approval of the WPA, operations associated with the development hereby permitted shall only take place during the following hours:

Monday to Friday                      7am to 5.30pm

Saturday                                      7am to 1pm

There shall be no processing of inert waste on Saturdays.

There shall be no working at all on Sundays, Public or Bank Holidays

*Reason: To minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

5. Except in the case of an emergency when life, limb or property are in danger (with such instances being notified in writing to the WPA within 48 hours of their occurrence), or with the prior written approval of the WPA, operations associated with the construction of the waste transfer building hereby permitted shall only take place during the following hours:

Monday to Friday                      7.30am to 6pm

Saturday                                      7.30am to 1pm

Operations associated with the construction of the waste transfer building shall not take place at all on Sundays, Public or Bank Holidays

*Reason: To minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

#### Throughput of waste at the site

6. Only non-hazardous commercial and industrial waste and non-hazardous construction, demolition and excavation waste shall be processed at the site.

*Reason: In the interests of local amenity in accordance with Policy WCS13 of the Nottinghamshire and Nottingham Waste Core Strategy.*

7. Prior to the construction of the waste transfer building hereby permitted, the total throughput of waste at the site shall not exceed 45,000 tonnes per annum.

*Reason: In the interests of local amenity in accordance with Policy WCS13 of the Nottinghamshire and Nottingham Waste Core Strategy.*

8. Upon the installation of the waste transfer building hereby permitted, as notified under Condition 2(b) above, the total throughput of waste at the site shall not exceed 75,000 tonnes per annum.

*Reason: In the interests of local amenity in accordance with Policy WCS13 of the Nottinghamshire and Nottingham Waste Core Strategy.*

#### **Building details**

9. The waste transfer building hereby permitted shall not be erected until samples detailing the colour of the cladding to be used on the building have been submitted to, and approved in writing by, the WPA. The waste transfer building shall be erected in accordance with the approved details.

*Reason: To minimise the visual impact of the building in accordance with Policy W3.3 of the Nottinghamshire and Nottingham Waste Local Plan.*

#### **Vehicle movements and highways matters**

10. Prior to the installation of the waste transfer building hereby permitted, the number of heavy goods vehicles (HGVs) entering the site shall not exceed 275 per week (550 movements). Records shall be maintained by the operator of the number of HGV movements into and out of the site on a daily basis and shall be made available within seven days upon written request from the WPA. All such records shall be kept for at least 12 months.

*Reason: To ensure the number of HGVs entering and leaving the site can be satisfactorily accommodated by the local highway network in accordance with Policy W3.14 of the Nottinghamshire and Nottingham Waste Local Plan and to minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

11. Upon the installation of the waste transfer building hereby permitted, as notified under Condition 2(b) above, the number of heavy goods vehicles (HGVs) entering the site shall not exceed 500 per week (1,000 movements). Records shall be maintained by the operator of the number of HGV movements into and out of the site on a daily basis and shall be made available within seven days upon written request from the WPA. All such records shall be kept for at least 12 months.

*Reason: To ensure the number of HGVs entering and leaving the site can be satisfactorily accommodated by the local highway network in accordance with Policy W3.14 of the Nottinghamshire and Nottingham Waste Local Plan and to minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

12. Measures shall be employed to prevent the deposit of mud, clay and other deleterious materials on the surrounding public highway during construction. Such measures shall include the use of the existing dust suppression system at

the site entrance and exit points, as detailed on the drawing entitled Proposed Site Plan received by the WPA on 10 December 2015, the provision of wheel washing facilities, regular sweeping and cleaning of the access, vehicular circulation routes and the adjacent public highway. In the event that such measures prove inadequate, then, within one month of a written request from the CPA, a scheme including revised and additional steps or measures to be taken in order to prevent the deposit of materials upon the public highway, including a timetable for their implementation, shall be submitted to the WPA for its approval in writing. The approved steps for the protection of the surrounding roads shall be implemented within the approved timescales and thereafter maintained at all times.

*Reason: In the interests of highway safety and to accord with Policy W3.11 of the Nottinghamshire and Nottingham Waste Local Plan.*

### Noise

13. Noise levels, 3.5 metres from the ground floor rear façade of the nearest residential receptor shall not exceed the background noise level L90 by more than 10dB, (including a 6dB penalty for impulsive noise) when assessed in accordance with BS4142:2014 – Methods for Rating and Assessing Industrial and Commercial Sound.

*Reason: To minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

14. In the event of a noise complaint being received by the WPA regarding the development hereby permitted which, in the considered opinion of the WPA may be justified, the operator shall, within one month of a written request from the WPA, undertake a BS4142:2014 noise survey to determine if the noise level detailed in Condition 12 above is being breached and submit the survey results in a report to the WPA for its approval in writing. Details of the noise survey, including the position of noise monitoring equipment, the methodology to be used and the date(s) for the survey to be undertaken, shall have been agreed with the WPA prior to the survey taking place. In the event that the noise survey indicates that the noise criterion detailed in Condition 12 above is being exceeded, the submitted report shall include further measures to mitigate the noise impact so as to ensure compliance with the noise criterion, including a timetable for the implementation of these additional measures. The additional mitigation measures shall be implemented in accordance with the approved details and thereafter maintained for the life of the development.

*Reason: To minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

15. All plant and vehicles under the control of the operator must only employ white noise (broadband) reversing alarms when operating on the site.

*Reason: To minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

16. The external processing of waste on site shall be restricted to Plot 15A.

*Reason: In the interest of local amenity and to minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

17. The maximum plant and machinery complement permitted to operate at any one time at the site shall be as follows:

1 x 360° claw in plot 15B;

2 x 360° excavators in plot 15B;

2 x loading shovels in plot 15B;

1 x blower (associated with the picking station) in plot 15B;

1 x screener/picking station/trommel in plot 15B;

1 x screener in plot 15A;

1 x 360° claw in plot 15A.

In the event that the operator wishes to use any alternative or replacement plant, the noise emissions of any alternative or replacement plant and machinery shall not exceed that which it replaces.

*Reason: To minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

18. All plant involved in any operations associated with the site shall only operate at ground level at all times with the exception of the mobile plant operating in Plot 15A to feed the screener which shall operate no higher than two metres above ground level.

*Reason: In the interest of local amenity and to minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

19. All plant and machinery on site shall be regularly serviced and maintained to ensure that noise emissions do not exceed the manufacturers' specifications. In the event that the manufacturers' maximum operating noise levels are exceeded then the machinery shall be switched off and repaired/adjusted so as to ensure compliance with these operating noise levels.



*Reason: To minimise the impact of noise from the site in accordance with Policy W3.9 of the Nottinghamshire and Nottingham Waste Local Plan.*

## Dust

20. Prior to the waste transfer building hereby permitted being brought into use, a dust management scheme shall have been submitted to and approved in writing by the WPA. The dust management scheme shall set out measures to minimise the generation of dust and reduce its impact on nearby dust sensitive receptors to acceptable levels and provide a scheme for dealing with complaints. The dust management plan shall include, but not necessarily be limited to, any or all of the following steps as appropriate:
- (a) The sweeping and dampening of access and haul roads, where necessary;
  - (b) Limiting on-site vehicle speeds;
  - (c) Provisions for the temporary suspension of operations, including vehicle movements, during periods of unfavourably dry or windy weather conditions;
  - (e) Details of the mechanism for dealing with any complaints received either directly from members of the public or via the WPA.

The dust management plan shall be implemented in accordance with the approved details and the dust suppression sprinklers shall be suitably maintained throughout the life of the development.

*Reason: To minimise the dust impacts associated with the operation of the development in accordance with Policy W3.10 of the Nottinghamshire and Nottingham Waste Local Plan.*

21. The existing dust suppression sprinklers at the site entrance and exit points, as detailed on the drawing entitled 'Proposed Site Plan' received by the WPA on 10 December 2015 shall be used during the hours of operation detailed in Condition 4 above, and shall be maintained to the satisfaction of the WPA at all times.

*Reason: To reduce the possibility of mud and deleterious material being deposited on the public highway in accordance with Policy W3.11 of the Nottinghamshire and Nottingham Waste Local Plan.*

22. The tipping, processing, stockpiling and reloading of non-hazardous commercial and industrial waste shall only take place within the new waste transfer building hereby permitted.

*Reason: In the interests of local amenity in accordance with Policy WCS13 of the Nottinghamshire and Nottingham Waste Core Strategy.*

23. All stockpiles of incoming inert waste and processed inert material awaiting export shall not exceed five metres in height above ground level.

*Reason: In the interests of local amenity in accordance with Policy WCS13 of the Nottinghamshire and Nottingham Waste Core Strategy.*

#### **Floodlighting**

24. No floodlighting shall be erected at the site until details have been submitted to and approved in writing by the WPA. The details shall include the location and height of any floodlights; shall ensure that they are angled downwards and suitably shielded to ensure that they do not result in glare or dazzle to surrounding land, property and other users; confirm that they shall not be used outside the hours of 7am to 5.30pm Mondays to Fridays, 7am to 1pm on Saturdays and not at all on Sundays, Bank or Public Holidays; and shall confirm that outside these hours any external lighting shall be individually operated through a movement sensor switch with a maximum lighting cycle not exceeding 5 minutes. The floodlighting shall be implemented and maintained for the life of the development in accordance with the approved details.

*Reason: In the interest of residential amenity.*