

## **Annex 11**

Planning Condition Discharge



# The North Fringe to Hengrove Package (NFHP) and the Stoke Gifford Transport Link (SGTL) Planning Conditions Trackers

This document contains the planning conditions trackers for the North Fringe to Hengrove Package (NFHP) and the Stoke Gifford Transport Link (SGTL) planning applications.

The NFHP planning application was made to and approved by the Local Planning Authorities of Bristol City Council and South Gloucestershire Council.

The SGTL planning application was made to and approved by South Gloucestershire Council Local Planning Authority.

There are three trackers; one per planning application, as follows:

NFHP Planning Conditions Tracker – Bristol City Council	2
NFHP Planning Conditions Tracker – South Gloucestershire Council	6
SGTL Planning Conditions Tracker – South Gloucestershire Council	9

#### NFHP Planning Conditions Tracker – Bristol City Council

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
1	Full Planning Permission The development hereby permitted shall begin before the expiration of five years from the date of this permission. Reason: As required by Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Act 2004.	n/a	n/a
2	Construction Phases  No works, including any site clearance or demolition works, shall take place until a Works Programme, showing the subdivision of the scheme into defined work phases has been submitted to and approved, in writing, by the Local Planning Authority. Thereafter the construction of the development hereby approved shall not proceed other than in accordance with the approved construction phasing plan.  Reason: It is necessary that the stages of development and the provision of associated infrastructure follow a coordinated sequence and in order to minimise construction impacts and to enable conditions to be discharged for parts of the scheme to facilitate the sequencing of the approval of further details and construction.	Promoter	Pre-construction
3	No works will commence on site until all required departures have been agreed and approved in writing by the Highways Agency.  Reason: In the interests of highway safety and the operational integrity of the  Strategic Road Network.	Promoter	Pre-construction
4	No works will commence on site until all matters of detailed design, are agreed and approved in writing by the Highways Agency.  Reason: In the interests of highway safety and the operational integrity of the  Strategic Road Network.	D&B Contractor	Pre-construction
5	No work will commence on site until an independent stage two Road Safety Audit has been carried out in accordance with current standards and been accepted by the Highways Agency.  Reason: In the interests of highway safety and the operational integrity of the Strategic Road Network.	D&B Contractor	Pre-construction
6	All works shall be secured by an appropriate agreement including the provision for future maintenance costs prior to the commencement of works on site. Reason: In the interests of highway safety and the operational integrity of the Strategic Road Network.	Promoter	Pre-construction
7	Protection of retained trees and other vegetation during the construction period  No work of any kind shall take place within a work phase approved under condition 2, until the Local Planning Authority has approved in writing for that work phase the location and design of protective fences in accordance with BS5837 for trees and other vegetation to be retained and the approved protective fencing details have been erected.  The Local Planning Authority shall be given not less than two weeks prior written notice by the developer of the commencement of works on the site in order that the council may verify in writing that the approved tree protection measures are in place when the work commences. The approved fence(s) shall be in place before any equipment, machinery or materials are brought on to the site for the purposes of the development and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Within the fenced area(s) there shall be no scaffolding, no stockpiling of any materials or soil, no machinery or other equipment parked or operated, no traffic over the root system, no changes to the soil level, no excavation of trenches, no site huts, no fires lit, no dumping of toxic chemicals and no retained trees shall be used for winching purposes. If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the council.  Reason: To protect the retained trees and other vegetation from damage during construction and in recognition of the contribution which the retained trees and vegetation give and will continue to give to the amenity and ecology of the area.	Promoter – Framework Contracts (where applicable)  Contractor – Design & Build contracts	Pre-construction
8	Use and supply of construction materials  No work of any kind shall take place within a work phase approved under condition 2 until a written scheme is submitted to and approved by the Local Planning Authority that sets targets for the use and supply of materials including:  a) Volume of materials from reclaimed or recycled material for use in the permanent works  b) Volume of bulk fill and sub-base material specified and used in the project from previously used material  c) Use of locally sourced materials  d) Replacing primary aggregates with secondary aggregates  e) Very low levels of waste material generated to landfill  f) Surplus materials given to adjacent construction projects  Unless otherwise agreed in writing by the LPA the development shall achieve the approved targets and prior to opening to the public of the last defined work phase a verification report shall be submitted to the LPA confirming that the targets have been met.  Reason: To minimise waste, maximise recycling of material in order to minimise energy and natural resource use.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
9	CEEQUAL  No development shall take place until written evidence has been received by the Local Planning Authority that the scheme will be assessed for a CEEQUAL Whole Team Award and that the scheme is capable of achieving an award of Very Good. Unless otherwise agreed in writing by the Local Planning Authority the development shall achieve the award and prior to opening to the public of the last defined work phase a report shall be submitted to the Local Planning Authority verifying that the award has been met.  Reason: To ensure that the development contributes to mitigating and adapting to climate change and to meeting targets to reduce carbon dioxide emissions and use of natural resources.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
10	Site Specific Construction Environmental Management Plan In relation to the control of pollution and minimisation of harm to the local areas and wildlife during the construction stage of the development and beyond:  i. No development shall take place within an identified work phase as approved under condition 2 until a site specific Construction Environmental Management Plan (CEMP) for that phase has been prepared, submitted and approved by the Local Planning Authority.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
	ii. The CEMP must demonstrate the adoption and use of best practicable means to reduce the effects of noise, vibration, dust and other air borne pollutants and site lighting and include but not necessarily be limited to the following:  Reason: To prevent and minimise nuisance, harm to the environment and pollution. To meet the requirements of the Conservation of Habitats and Species		
	Regulations (2010) (as amended).  (See Annex 11c for full condition)		
11	To ensure implementation of a programme of archaeological works  No development shall take place within a work phase agreed under condition 2 until the applicant/developer has secured for that phase the implementation of a programme of archaeological work, to include geophysical survey, archaeological excavation and watching brief, in accordance with a Written Scheme of Investigation which has been submitted by the developer and approved in writing by the Local Planning Authority.  The scheme of investigation and evaluation shall include an assessment of significance and research questions; and:  The programme and methodology of site investigation and recording.  The programme for post investigation assessment.  Provision to be made for analysis of the site investigation and recording.  Provision to be made for publication and dissemination of the analysis and records of the site investigation.  Provision to be made for archive deposition of the analysis and records of the site investigation.  Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.  Reason: To ensure that archaeological remains and features are recorded prior to their destruction.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
12	To secure the conduct of a watching brief during development groundworks  The applicant/developer shall ensure that all groundworks, including geotechnical works, are monitored and recorded by an archaeologist or an archaeological organisation to be approved by the council and in accordance with the Written Scheme of Investigation approved under another condition attached to this permission.  Reason: To record remains of archaeological interest before destruction.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
13	Submission of full design details including variations For each work phase approved under condition 2 detailed drawings of the following aspects of the scheme numbered i-ix shall be submitted as a single coordinated submission and be approved in writing by the Local Planning Authority before the works approved in that work phase are begun: (see Annex 11c for full condition)	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
	and, in addition, to the above, the following matters are required to be investigated by the developer and approved in writing by the Local Planning Authority. Reason: To ensure a coordinated design of the elements identified so as to ensure the satisfactory appearance and functioning of the development, in the interest of highway safety and in the interests of ecology.		
	Assessment of need for additional footway width at Frenchay Park Road.	Promoter	Start of formal TRO process
	Assessment of need for removal of Bus Gate along Lewins Road.	Promoter	Start of formal TRO process
	Assessment of safety implications of removal of controlled crossing on Colston Street.	Promoter	Start of formal TRO process
	Assessment of alternative location for outbound bus stop along Bond Street.	Promoter	Start of formal TRO process
	Assessment of rational for the removal / relocation of bollards along The Grove.	Promoter	Will be implemented by AVTM
	Assessment of structural integrity of the Redcliffe Way Bridge in view of revised loadings.	Promoter	Will be implemented by AVTM

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
	Assessment of location for a bus stop along West Street.	Promoter	Pre-construction
	Assessment and confirmation of the suitability and safety implications of Imperial Arcade accommodating all pedestrian movements along the western side of East Street.	Promoter	Start of formal TRO process
	Assessment of layout and carriageway markings along Hartcliffe Way.	Promoter	Pre-construction
	Provision of a native hedge rather than trees should be planted alongside Hartcliffe Way (Drawing Number 510742/LA/650/4901; 510742/LA/650/4902 and 510742/LA/650/4900a).	Promoter	Pre-construction
	<ul> <li>Provision of a secure badger corridor around the site compound layout in Area B (Drawing Number NFH-PA-04 (zone 04), Proposed Compound Area Route Plan).</li> </ul>	D&B Contractor	Pre-construction
	Provision of species rich wildflower meadows alongside the M32.	D&B Contractor	Pre-construction
14	Drainage Design  No development shall take place within an identified work phase approved under condition 2 until a detailed strategy confirming how the development will deal with drainage of surface water shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall include detailed design (to include use of attenuation and interceptor ponds) of surface water drainage to prevent increased risk of flooding. The detailed drainage design should include SuDS design and accord with the principles set out in the technical note prepared by CH2MHILL (17/12/2013, technical note ref: NFHP-D-M32). Reason: To ensure adequate disposal of foul and surface water drainage.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
15	Contamination  Prior to the commencement of any works within an identified work phase approved under condition 2 the following shall be submitted to and approved in writing by the Local Planning Authority, unless otherwise agreed in writing by the Local Planning Authority:  • A ground investigation study to identify any contamination at the sites identified within the Environmental Statement prepared by Atkins (Ref: 5101742);  • A conceptual site model;  • A Risk Assessment to quantify the risk from contamination; and  • A written Method Statement detailing how contamination will be remediated.  Following remediation a validation report should be submitted to the Local Planning Authority for approval.  Reason: To demonstrate that the contamination, if apparent, has been successfully remediated, in the interests of the health and safety of future occupiers of the site.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
16	Ecology  No work of any kind shall take place within a work phase approved under condition 2 until a method statement has been prepared by a suitably qualified ecologist, submitted and approved in writing by the Local Planning Authority, which will ensure the development hereby approved is carried out in such a way that protects all areas of the Stoke Park SNCI designation outside of the construction footprint. The works shall thereafter by carried out in accordance with the approved method statement.  Reason: To protect the character and integrity of the wider Stoke Park SNCI designation.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
17	Badgers  No work of any kind shall take place within a work phase approved under condition 2 until measures to protect badgers from being trapped in open excavations and/or pipes and culverts are submitted to and approved in writing by the local planning authority. Measures shall include cover-plating, chain link fencing or the creation of sloping escape ramps for badgers by edge profiling of trenches/excavations or placing a plank in the bottom of open trenches at the end of each working day to allow any trapped badgers to escape. This is to prevent foraging badgers falling into trenches during the construction phase of the development. Open pipework larger than 150 mm outside diameter should be blanked off at the end of each working day.  Reason: To prevent harm to legally protected badgers.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
18	Landscape and Nature Conservation Management Plan  No development shall take place within an identified work phase approved under condition 2 until a five year landscape and nature conservation management plan is submitted to and approved in writing by the local planning authority. This should include consideration of features of interest, objectives, management prescriptions, a work schedule including a five year annual work plan, resourcing including a financial budget and monitoring.  Reason: To conserve and enhance the nature conservation and landscape features on the site.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
19	Site Clearance and Construction Works All site clearance and construction works shall be carried out in strict accordance with the recommendations in the submitted Environmental Statement report (Chapter 13: Ecology) dated March 2014, unless otherwise agreed in writing by the Local Planning Authority.  Reason: In the interests of the protection and welfare of legally protected and priority species.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
20	Clearance of vegetation or structures  No clearance of vegetation or structures suitable for nesting birds, shall take place between 1st March and 30th September inclusive in any year without the prior written approval of the local planning authority. The authority will require evidence provided by a suitably qualified ecologist that no breeding birds would be adversely affected before giving any approval under this condition.  Reason: To ensure that wild birds, building or using their nests are protected.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
21	External lighting adjoining SNCIs Prior to the commencement of development within the applicable defined work phase, details of any external lighting adjoining the Sites of Nature Conservation Interest, Stoke Park SNCI and Pigeonhouse Stream and adjacent Meadows SNCI shall be submitted and agreed by the local planning authority. This shall include a lux level contour plan, and should seek to ensure no light spill outside of the site boundaries.  Reason: To conserve legally protected bats and other nocturnal wildlife.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
22	Stapleton Allotments No development shall take place until the development of off-site works has been completed for a compensatory allotment development including a new building housing a shop, social area, meeting room and welfare society. The replacement allotments shall be of an equivalent or larger size than the land proposed to be developed on at Stapleton Allotments as part of the proposed scheme.  Reason: To mitigate the loss of land at Stapleton Allotments.	Promoter	Pre-construction
23	Stoke Park Prior to the commencement of development within the applicable defined work phase, a detailed scheme for the mitigation of the boundary of the NFHP scheme with the registered Stoke Park shall be submitted to and approved in writing by the Local Planning Authority. Such details shall also include details of the materials on the farm track finishes and any verge detail. All such works as approved shall be fully implemented in the first planting season closest to the first use of the development hereby approved in the applicable work phase.  Reason: To maintain and enhance the Grade II Registered Park and Garden Stoke Park, and in accordance with Policy BCS22 of the Core Strategy.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
24	Prior to the commencement of development within the applicable defined work phase, details of the facing materials of the new retaining wall on Stoke Lane shall be submitted to the Local Planning Authority for their written approval. All such details as approved shall be fully implemented.  Reason: To maintain and enhance the Grade II Registered Park and Garden Stoke Park, and in accordance with Policy BCS22 of the Core Strategy.	Promoter	Pre-construction
25	Prior to first use of the development hereby approved, a schedule of operation and maintenance responsibility shall be agreed between Bristol City Council, South Gloucestershire Council and the Highways Agency.  Reason: In the interests of highway safety and the operational integrity of the Strategic Road Network.	See condition 6	See condition 6
26	Reporting of unexpected contamination  If, during development, contamination not previously identified under condition 11 is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.  Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.	Contractor	During Construction
27	To ensure completion of a programme of archaeological works  The use of the road by the public shall not take place until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under another condition attached to this permission and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.  Reason: To ensure that archaeological remains and features are recorded and published prior to their destruction.	See condition 11	See condition 11
28	List of approved plans and drawings The development shall conform in all aspects with the plans and details shown in the application as listed below, unless variations are agreed by the Local Planning Authority in order to discharge other conditions attached to this decision.	Promoter	Pre-construction / ongoing

#### NFHP Planning Conditions Tracker – South Gloucestershire Council

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
1	The development hereby permitted shall begin before the expiration of five years from the date of this decision.  Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).	n/a	n/a
2	No development shall commence in a particular Zone until a surface water drainage scheme for the whole of that Zone, based on the drainage strategy principles in the ES submitted in support of the application and Technical Note by CH2MHILL dated 17.12.13 and in accordance with sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority. Thereafter the scheme shall be constructed in accordance with the details so agreed before the development is completed in that Zone.  Reason: To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system and to ensure that a satisfactory means of drainage is provided, and to accord with Policy CS9 of the adopted South Gloucestershire Local Plan: Core Strategy.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
3	If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted, and obtained written approval from the LPA for, a remediation strategy (including removal if necessary) detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.  Reason: To protect controlled waters and the contamination of land and to accord with Policy EP6 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	During construction
4	A site specific Construction Environmental Management Plan (CEMP), in accordance with the principles within the CEMP within Appendix 4.1 of the Environmental Statement by Atkins dated March 2014, shall be agreed in writing with the Local Planning Authority prior to commencement of work. The CEMP will have the aim of controlling primarily dust and noise and will be regularly reviewed during the construction phase with the contractor's nominated point of contact. The CEMP as approved by the Council shall be fully complied with at all times. The CEMP shall also address the following matters. All works are to be carried out in accordance with said plan as approved.  Reason: In the interests of residential amenity and to accord with Policy CS9 of the adopted South Gloucestershire Local Plan: Core Strategy and L9 of the of the adopted South Gloucestershire Local Plan.  (See Annex 11d for full condition)	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
5	No work shall commence in a particular Zone until a Non Motorised User (NMU) Audit report has been completed for the whole of that Zone in accordance with the Design Manual for Roads and Bridge HD 42/05, submitted to and approved in writing by the Local Planning Authority. The approved NMU Audit report is to be implemented throughout the development of that Zone.  Reason: In the interest of highway safety and in accordance with Policy T12 of the South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
6	Notwithstanding the submitted details, all new pedestrian and shared cycle/pedestrian links to the proposed MetroBus stops from the adjacent footway and cycleway networks are to be a minimum of 2m and 3m wide respectively with the exception of localised narrowing due to physical constraints which cannot be overcome.  Reason: In the interest of highway safety and in accordance with Policy T12 of the South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
7	Notwithstanding the submitted details, prior to commencement of site works on Zone 4 a scheme of replacement car parking spaces outside of the Cemetery at Coldharbour Lane is to be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be completed in conjunction with works carried out on the adjacent new bus lane.  Reason: In the interests of highway safety and in accordance with Policy T12 of the South Gloucestershire Local Plan.	Promoter	Pre-construction
8	The Locations of Site Compounds, Stores and Offices plan (drawing no. PA2.6A-1) shall be complied with at all times.  Reason: In the interests of highway safety and residential amenity, in accordance with PoliciesT12 of the adopted South Gloucestershire Local Plan.	Contractor	Ongoing
9	Prior to the first use of the development hereby approved in a particular Zone, full details of the new bus stops for the whole of that Zone shall be submitted to the LPA for approval. Such details shall be site specific and include full elevations, materials, pedestrian and cycle infrastructure, information provision, kerbing and pavement detail. Such details as approved be fully implemented prior to the first use of the development hereby approved in that Zone.  Reason: To encourage means of travel other than the private car, in accordance with Policy T12 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Post-construction ahead of Scheme operation
10	Prior to the commencement of the development hereby approved in a particular Zone, a mitigation strategy for badgers and hedgehogs for the whole of that Zone shall be drawn up and agreed with the Council in writing. This should be based on a destructive search of all suitable habitat and accord with the general principles outlined in Chapter 13: Ecology, of the Environmental Statement by Atkins dated March 2014. All works are to be carried out in accordance with agreed strategy for that Zone.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
11	Prior to the commencement of development hereby approved in a particular Zone, a mitigation strategy for reptiles (slow-worms) for the whole of that Zone, based on refugia surveys/ a destructive search of all suitable habitat, and to accord with the general principles outlined in Chapter 13: Ecology, of the Environmental Statement by Atkins dated March 2014, shall be submitted to and agreed with the LPA in writing. All works shall be carried out in accordance with said strategy for that Zone, including timings as approved.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
12	All works shall be subject to the mitigation measures for great crested newts detailed within Section 13.6 of Chapter 13: Ecology, within the Environmental Statement by Atkins dated March 2014. All works shall be carried out in accordance with said strategy.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter	Pre-construction
13	Prior to the commencement of the development hereby approved in a particular Zone, detailed planting plans that accord with the principles of the planting scheme shown on the drawings hereby approved for that Zone, shall be submitted to the LPA for written approval. Such details shall include maintenance and management regime for the planting. The works and future maintenance shall be carried out in accordance with the agreed details.  Reason: To protect the character and appearance of the area and to accord with Policy L1 of the South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
14	All planting, seeding or turfing comprised in the landscaping details, hereby approved shall be carried out in the first planting and seeding seasons following the first use by the adjacent development hereby approved, and any trees or plants (existing or planted) which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting seasons with others of a size and species as shall reasonably be specified by the LPA.  Reason: To prevent losses damage and to achieve the earliest possible establishment of the landscape and its retention, and protect the character and appearance of the area, and to accord with Policy L1 of the South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	During and Post - construction
15	Prior to the commencement of the development hereby approved in a particular Zone, a tree and hedge protection plan to accord with British Standard BS5837: 2012 Trees in Relation to Construction, for all of that Zone shall be submitted to and agreed with the LPA in writing. Such details shall include areas where no mechanical digging in close proximity to a root protection zone will be needed, together with a tree survey for the area in which the site compound adjacent to the M4 is proposed and the exact location of this compound is to be approved by the LPA prior to commencement. All works shall be carried out in accordance with the approved plan and implemented prior to the commencement of development in that Zone.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
16	Prior to the commencement of development in a particular Zone, a landscape and ecological management plan for the whole of that Zone shall be submitted to and approved by the LPA in writing. The plan should accord with the general principles outlined in Section 13.6 of Chapter 13; Ecology, within the Environmental Statement by Atkins dated March 2014, and include details of all existing habitat to be safeguarded and new habitat to be created; its management; and a programme of monitoring of all works for a period of 5 years. Such details and timings as approved shall be fully implemented.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
17	Prior to the commencement of development within a particular Zone, a licensed ecological 'clerk of works' shall be appointed and shall oversee all works relating to ecology within the whole of that Zone, to include ensuring that all works accord with the provisions of the relevant or appropriate Conditions, strategies or undertakings and to act as liaison with the Council and external agencies such as Natural England.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
18	The developer shall appoint an archaeological contractor not less than three weeks prior to the commencement of any ground disturbance, and shall afford him/her, or other archaeologist nominated by the LPA access at all reasonable times in order to observe the excavations and record archaeological remains uncovered during the work. This work is to be carried out in accordance with a watching brief to be provided by the LPA.  Reason: In the interests of archaeological investigation or recording, and to accord with Policy  L11 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
19	Sample panels of stonework, demonstrating the colour, texture and pointing are to be erected on site and approved in writing by the Local Planning Authority before the relevant parts of the work are commenced to erect a new natural stone wall to the east of Hambrook Junction. The approved sample panel shall match the existing wall to be removed and be kept on site for reference until the stonework is complete. Development shall be carried out in accordance with the agreed sample.  Reason: To maintain and enhance the character an appearance of the Conservation Area and to accord with Policy L12 of the South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
20	Prior to the commencement of development in Zone 4 within South Gloucestershire Council, a scheme for the restoration and enhancement of the historic landscape design or mitigation landscaping of registered Stoke Park, based on an analysis of designed views and their significance, shall be submitted to and approved in writing by the Local Planning Authority. Such details shall also include details of the materials of the farm track finishes and any verge detail. All such works as approved shall be fully implemented in the first planting season closest to the first use of the development hereby approved in Zone 4.  Reason: To maintain and enhance the Grade II Registered Park and Garden Stoke Park, and in accordance with Policy L10 and L1 of the South Gloucestershire Local Plan.	Promoter	Pre-construction

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
21	Prior to the commencement of development in Zone 4 within South Gloucestershire Council, details of the facing materials of the new retaining wall on Stoke Lane shall be submitted to the Local Planning Authority for their written approval. All such details as approved shall be fully implemented.  Reason: To maintain and enhance the Grade II Registered Park and Garden Stoke Park, and in accordance with Policy L10 of the South Gloucestershire Local Plan.	Promoter	Pre-construction
22	Notwithstanding the details hereby approved, prior to the commencement of development in a particular Zone all new and revised pedestrian crossing facilities within the whole of that Zone shall be subject to a full assessment in accordance with Local Transport Note (LTN)1/95 or replacement guidance, which shall be submitted to and approved in writing by the Local Planning Authority. Any design revisions stipulated by the assessment shall be implemented in full prior to first use of the development hereby approved within that Zone.  Reason: To ensure that all crossing facilities are safe and are designed and implemented to an appropriate standard in accordance with Policy T12 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
23	Notwithstanding the details hereby approved, in the event that the approved Visions for Patchway Town Centre and Bradley Stoke Town Centre are to be implemented prior to the implementation of the respective elements of the North Fringe to Hengrove Package (NFHP) hereby approved, any required amendments to the details hereby approved shall be submitted to the Local Planning Authority, and only such details as approved in writing shall be implemented. Reason: To ensure that the NFHP fully integrates with the Visions for Patchway and Bradley Stoke Town Centres, and in accordance with Policy CS14 of the adopted South Gloucestershire Local Plan: Core Strategy.	Promoter	Ongoing monitoring
24	Prior to the commencement of the development hereby approved within a particular Zone, a Stage 2 Road Safety Audit report for the whole of that Zone shall be submitted to and approved in writing by the Local Planning Authority. The approved Stage 2 RSA report is to be implemented throughout the whole of that Zone. Reason: In the interests of highways safety, and in accordance with Policy T12 of the South Gloucestershire Local Plan.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
25	(i) The Environmental Statement has identified potential sources of contamination (specifically source ref 1.02 Vantage Park; source ref 1.05 sewage works and source ref 2.02 Stoke Park isolation hospital). A ground investigation shall be carried out by a suitably qualified person to ascertain the extent, nature and risks the contamination may pose to the development in terms of human health, ground water and plant growth. A report shall be submitted prior to commencement of the development in that Zone for the written approval of the Local Planning Authority setting out the findings (presented in terms of a conceptual model) and identify what mitigation measures are proposed to address unacceptable risks. Thereafter the development shall proceed in accordance with any agreed mitigation measures.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Pre-construction
	(ii) Where works have been required to mitigate contaminants (under (i) above), a report verifying that all necessary works have been completed satisfactorily shall be submitted to and agreed in writing by the Local Planning Authority on completion of works within that Zone.  Reason: To protect controlled waters and the contamination of land and to accord with PolicyEP6 of the adopted South Gloucestershire Local Plan.		
26	The development shall conform in all aspects with the plans and details shown on the application as listed below, unless variations are agreed by the Local Planning Authority in order to discharge other conditions attached to this decision:  Reason: For the avoidance of doubt and to ensure that the scheme is implemented in full accordance with the plans submitted and assessed.	Promoter – Framework Contracts  Contractor – Design & Build contracts	Ongoing

### SGTL Planning Conditions Tracker – South Gloucestershire Council

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
1	The development hereby permitted shall begin before the expiration of five years from the date of this decision.	n/a	n/a
2		Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
3	The erection of the noise fence and bund shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained as such thereafter.  Reason: In the interests of the residential amenity of the adjacent occupants long term health of the trees/hedges, and to accord with Policy L1 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
4	The development hereby approved shall be carried out in accordance with the Sustainability Statement hereby approved (Atkins April2013).  Reason: To achieve improved energy conservation and the protection of environmental resources and to accord with Policies CS1 and CS27 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
5		Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
6	No development shall commence until a surface water drainage scheme for the site, based on the drainage strategy principles in the ES submitted in support of the application and in accordance with sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority (LPA). Thereafter the scheme shall be constructed in accordance with the details so agreed before the development is completed.  Reason: To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system and to ensure that a satisfactory means of drainage is provided, and to accord with Policy CS9 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
7	An area of tipped waste material is known to have been deposited on land south of the railway at the north end of Curtis Lane. Prior to commencement of the development a suitable and sufficient ground investigation shall be carried out by a suitably qualified person to ascertain the nature of the material and assess any potential risks in terms of human health and the environment. A report detailing this shall be submitted for the written approval of the Local Planning Authority prior to the commencement of development and any recommendations therein fully implemented. Where significant risks from contaminants are identified, prior to the commencement of development, an assessment shall be carried out to assess how any unacceptable risks will be mitigated. A report shall be submitted for the written approval of the Local Planning Authority setting out the findings and what mitigation measures are proposed to address these. Thereafter the development shall proceed in accordance with any agreed mitigation measures. Prior to completion, where works have been required to mitigate contaminants a report verifying that all necessary works have been completed satisfactorily shall be submitted to and agreed in writing by the Local Planning Authority.  Reason: To protect controlled waters and the contamination of land and to accord with Policy CS9 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
8	If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted, and obtained written approval from the LPA for, a remediation strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.  Reason: To protect controlled waters and the contamination of land and to accord with Policy CS9 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
9	All lighting within the development hereby approved shall conform at all times with the lighting design detailed in the drawings hereby approved.  Reason: To minimise disturbance to occupiers of nearby buildings and to accord with Policy CS1 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
10	A site specific Construction Environmental Management Plan (CEMP), shall be agreed in writing with the Local Planning Authority prior to commencement of work. This CEMP will be in accordance with the principles contained within the construction mitigation measures identified in the ES submitted pursuant to this application with the aim of to controlling primarily air quality, dust and noise and will be regularly reviewed during the construction phase with the contractor's nominated point of contact. The CEMP as approved by the Council shall be fully complied with at all times.  The CEMP shall address the following matters:  i. Procedures for maintaining good public relations including complaint management and public consultation  ii. Mitigation measures as defined in the British Standard - BS 5228: Parts 1 and 2 Noise and Vibration Control on Construction and Open Sites shall be used to minimise noise disturbance.  iii. The use of a 'Considerate Contractors' or similar regime for the site induction of the workforce highlighting pollution prevention and awareness.  iv. Measures to control the tracking of mud off-site from vehicles.  v. Adequate provision of fuel oil storage, landing, delivery and use, and how any spillage can be dealt with and contained.  Reason: In the interests of residential amenity and to accord with Policy CS1 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
11	The hours of working on site during the period of construction shall be restricted to 8.00 am to 6.00 pm Mondays to Fridays, and 8.00 am to 1pm Saturdays; and no working shall take place on Sundays or Public Holidays. The term working shall for the purpose of clarification of this condition include: the use of any plant or machinery (mechanical or other), the carrying out of any maintenance/clearing work on any plant or machinery deliveries to the site and movement of vehicles within the cartilage of the site.  The exception to these hours of working will be for the following matters, details of which shall be submitted to an agreed in writing by the LPA prior the particular construction operation taking place:  • Where continuous periods of operation are required, such as concrete pouring,  • Where operational needs and safety requirements related to Network Rail require work outside the specified hours  • For the delivery of abnormal loads to the site which may cause congestion on the local road network  Reason: In the interests of residential amenity and to accord with Policy CS1 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
12	The Locations of Site Compounds, Stores and Offices plan (drawing no. PA2.6A-1) shall be complied with at all times.  Reason: In the interests of highway safety and residential amenity, in accordance with Policies T12 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contract Contractor – Design & Build contracts	Pre-construction
13	The junction of Hambrook Lane with the Stoke Gifford Transport Link shall be 'ahead only' for Hambrook Lane and the Stoke Gifford Transport Link. Reason: In the interests of residential amenity and highway safety and to accord with Policy T12 of the South Gloucestershire Local Plan	Promoter – Framework Contract	Pre-construction
14	Prior to the opening of the road hereby approved, details of the new bus stops shall be submitted to the LPA for approval. Such details as approved shall be implemented prior to the opening of the road hereby approved.  Reason: To encourage means of travel other than the private car, in accordance with Policy T12 of the adopted South Gloucestershire Local Plan.	Promoter	Ahead of Scheme commencement
15	Prior to the commencement of the development hereby approved a site clearance strategy that ensures that any hedgehogs present would be fully protected shall be submitted to and approved by the Local Planning Authority in writing. All works are to be carried out in accordance with agreed strategy.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contract	Pre-construction
16	Prior to the commencement of development, a mitigation strategy for reptiles (slow-worms) shall be submitted to and agreed with the LPA in writing. All works shall be carried out in accordance with said strategy, including timings as approved.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Contractor – Design & Build contracts	Pre-construction
17	Prior to the commencement of development, details of the methodology for the demolition of any buildings on site and of a 'bat house' should bats be present in any dwelling to be demolished shall be submitted to and agreed with the LPA in writing. All works shall be carried out in accordance with the details as approved. Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contract	Pre-construction
18	All works shall be subject to the mitigation measures for great crested newts detailed within Chapter 14: Ecological Assessment within the ES by Atkins dated April 2013 and the newt mitigation, landscape planting and works phasing drawings forming part of PK13/1529/R3F. All works shall be carried out in accordance with said measures.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Contractor – Design & Build contracts	Pre-construction
19	All works be shall be subject to the mitigation measures for bats detailed within Chapter 14: Ecological Assessment within the ES by Atkins dated April2013 and the newt mitigation drawing, landscape planting and works phasing forming part of PK13/1529/R3F (L9).  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contract	Pre-construction

	Condition	Owner (Promoter / Contractor)	Discharge Programme (pre-construction / during construction / post-construction)
20	Prior to the commencement of development, a tree and hedge protection plan to accord with British Standard BS5837: 2012 Trees in Relation to Construction shall be submitted to and agreed with the LPA in writing. All works shall be carried out in accordance with the approved plan and implanted prior to the commencement of development.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Contractor – Design & Build contracts	Pre-construction
21	Prior to the commencement of development, a scheme of measures to safeguard the water quality and ecological integrity of the Ham Brook watercourse (from pollutants and run-off) shall be submitted to and agreed with the LPA in writing. All works shall be carried out in accordance with measures as approved in writing. Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contract	Pre-construction
22	Prior to the commencement of development a landscape and ecological and management plan shall be submitted to and approved by the LPA in writing. The plan should accord with the planting plans within PK13/1529/R3F and include details of all new habitat to be created (including seed mix for species-rich grassland); its management; and a programme of monitoring of all works for a period of 5 years. Such details and timings as approved shall be fully implemented. Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Contractor – Design & Build contracts	Pre-construction
23	Prior to the commencement of development, a licensed ecological 'clerk of works' shall be appointed to oversee all works relating to ecology, to include ensuring that all works accord with the provisions of the relevant or appropriate Conditions, strategies or undertakings and to act as liaison with the Council and external agencies such as Natural England.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contract	Pre-construction
24	Prior to the commencement of development any suitable habitat shall be re- surveyed for badgers immediately ahead of clearance should a minimum of 12 months have lapsed between development and previous surveys, and a report provided to the LPA for written approval. If setts and badgers are present, the report should provide details of all works subject to the licensing provisions of the Protection of Badgers Act 1992. All works shall be carried out in accordance with the report as approved.  Reason: To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan.	Contractor – Design & Build contracts	Pre-construction
25	The temporary attenuation areas hereby approved shall not be planted up with aquatic/marginal vegetation, and shall be routinely mown as amenity grassland to the extent that it renders them sub-optimal for use by great crested newts.  Reason: In order to render the attenuation areas sub- optimal for use by great crested newts, in the interests of future development and in accordance with policy CS27 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter – Framework Contract	Pre-construction
26	Prior to the commencement of the construction of the bridge over the Ham Brook, a scheme of lighting of the underpass shall be submitted to and approved in writing by the LPA. All such details as approved shall be implemented, prior to the first use of the underpass by the public.  Reason: In order to ensure that the underpass is safe for the public whilst also seeking not to preclude the use of the stream corridor by bats and in accordance with policies T12 and L9 of the South Gloucestershire Local Plan and Policy CS27 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Contractor – Design & Build contract	Pre-construction
27	Notwithstanding the details submitted pursuant to the application, prior to the opening of the road hereby approved, details of all signage associated with the development hereby approved shall have been submitted and approved in writing by the Local Planning Authority. The signage as approved shall be fully implemented prior to the first use by the public of the road hereby approved.  Reason: In the interests of visual amenity and in accordance with Policy CS27 of the South Gloucestershire Local Plan Core Strategy (adopted Dec 2013).	Promoter	Ahead of Scheme opening
28	The developer shall appoint an archaeological contractor not less than three weeks prior to the commencement of any ground disturbance on site, and shall afford him, or other archaeologist nominated by the LPA access at all reasonable times in order to observe the excavations and record archaeological remains uncovered during the work. This work is to be carried out in accordance with the brief attached to this decision notice. In accordance with this brief, Phase 1 of the works requires trial trenching and a level of post-excavation assessment, followed by a review and development of a suitable mitigation strategy. Following this, a brief for phase 2 will be issued by the LPA in response to the results of phase 1. Phase 2 requires the implementation of the mitigation strategy which shall be implemented in all respects, including post- excavation analysis, reporting and publication.  Reason: In the interests of archaeological investigation or recording, and to accord with Policy L11 of the adopted South Gloucestershire Local Plan.	Promoter – Framework Contract Contractor – Design & Build contract	Pre-construction