

From: Jonathan Plant
To: Judith Makinson
CC: Becky Day; Ben Battye; ben.beachell@wales.gsi.gov.uk; Gerry Kellett; ...
Date: 29/10/2010 10:31
Subject: Re: Welsh Dragon - MoU survey method

Judith

I have reviewed your survey methodology and discussed with Ben.

We agree that the principles set out are acceptable. However, I would suggest that rather than tubes, you install a permanent ATC counter using induction loops, as this will be more robust.

The MoU will need to be governed by a S106 Agreement. However, I would like to see the full draft wording of the MoU now given Members concerns about traffic. The draft should propose for discussion and agreement the value of the penalty payment. It can then be considered by Planning Committee.

The MoU should be specific in terms of responsibility for preparation of the survey and report and when it will be done.

Regards

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>>> "Judith Makinson" <judith.makinson@Gifford.UK.com> 26/10/2010 11:18 >>>
Hi Jon

Thanks very much for calling me back so promptly. As we discussed, I just wanted to speak to you about the MoU and the feedback we were getting from Planning that the MoU mechanism was not giving sufficient comfort that our client will address and mitigate any impact of the proposed development as agreed.

I've attached the requested additional detail on the survey methodology and hopefully both you and Ben will be happy with that - if you could confirm asap I would appreciate it, particularly if you could do so to Gerry Kellett (I'll forward a copy to him as well by separate e-mail but I'd rather make sure this gets to the horse's mouth as it were as soon as possible!). I would also appreciate it if you could talk to Gerry and confirm the mechanism as it would appear that he has some doubts about its usefulness, that mechanism being:

1. The MoU is signed up front and represents a serious pre-planning commitment and agreement by our client to undertake the agreed monitoring works and to mitigate identified impacts as set out in the MoU. This includes penalties for not complying and also sets out mediation processes to ensure that the process is fair to both parties. This was what we discussed at our last meeting and was considered to give the extra level of guarantee needed for such an unusual project.
2. If necessary, the items set out within the MoU can also be governed by suitably worded planning condition/Section 106 agreement at the post planning stage.

I'm in the office all day if you have any queries about the above/attached. Within the methodology I've tried to ensure that all angles are covered and that we are not left with any holes in the data - it might be a little heavy handed because of it but I would far rather we over collect than under collect on the data!

Regards

Judith Makinson

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