

DATED the 16<sup>th</sup> day of May 2023

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

and

**LYNETTE LIPPIATT**

and

**MELIN COURT WIND FARM LIMITED**

**DEED OF VARIATION TO AGREEMENT**

**under**

**Section 106 of the Town and Country Planning Act 1990  
relating to land to the east of Melincourt Resolven  
in the County Borough of Neath Port Talbot SA11 4EF**

**Craig Griffiths  
Head of Legal and Democratic  
Services  
Neath Port Talbot County  
Borough Council  
Civic Centre  
PORT TALBOT  
SA13 1PJ**

This Agreement is made the 16<sup>th</sup> day of May 2023

**BETWEEN**

1. **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Civic Centre, Port Talbot in the County Borough of Neath Port Talbot SA13 1PJ ("the Council") of the first part; and
2. **LYNETTE LIPPIATT** of VG Stores, Jones Street, Phillipstown, New Tredegar in the County Borough of Caerphilly NP24 6BB ("the Owner") of the second part; and
3. **MELIN COURT WIND FARM LIMITED** (company registration number 08454770) whose registered office is at Springfield, Ackenthwaite, Milnthorpe, Cumbria, LA7 7DQ("the Developer") of the third part

**Recitals**

- A. The Council is the Local Planning Authority for the purposes of the Act in respect of the area within which the Site is situate and by whom the obligations contained in this Agreement are enforceable.
- B. The Parties have the same interests in the Site as are more particularly set out in the Original Agreement
- C. The Parties entered into the Original Agreement relating to the Site on 15 May 2018
- D. The Original Permission was issued on 16 May 2018
- E. By the Application Muirhall Energy Ltd on behalf of the Developer applied to the Council for the New Permission
- F. Having regard to the provisions of the development plan and to other material considerations on 27<sup>28</sup> April 2023 the Council acting as the local planning authority resolved to grant the New Permission pursuant to the Application subject to the prior

MR  
MCS

completion of the Agreement

- G. This Agreement is supplemental and collateral to the Original Agreement
- H. The Parties have agreed to vary the Original Agreement on the terms specified in this Agreement
- I. The Original Agreement is to be read and interpreted as if the variations to it set out in this Agreement were set out in full in the Original Agreement
- J. The terms of the Original Agreement shall continue in effect as amended by this Agreement

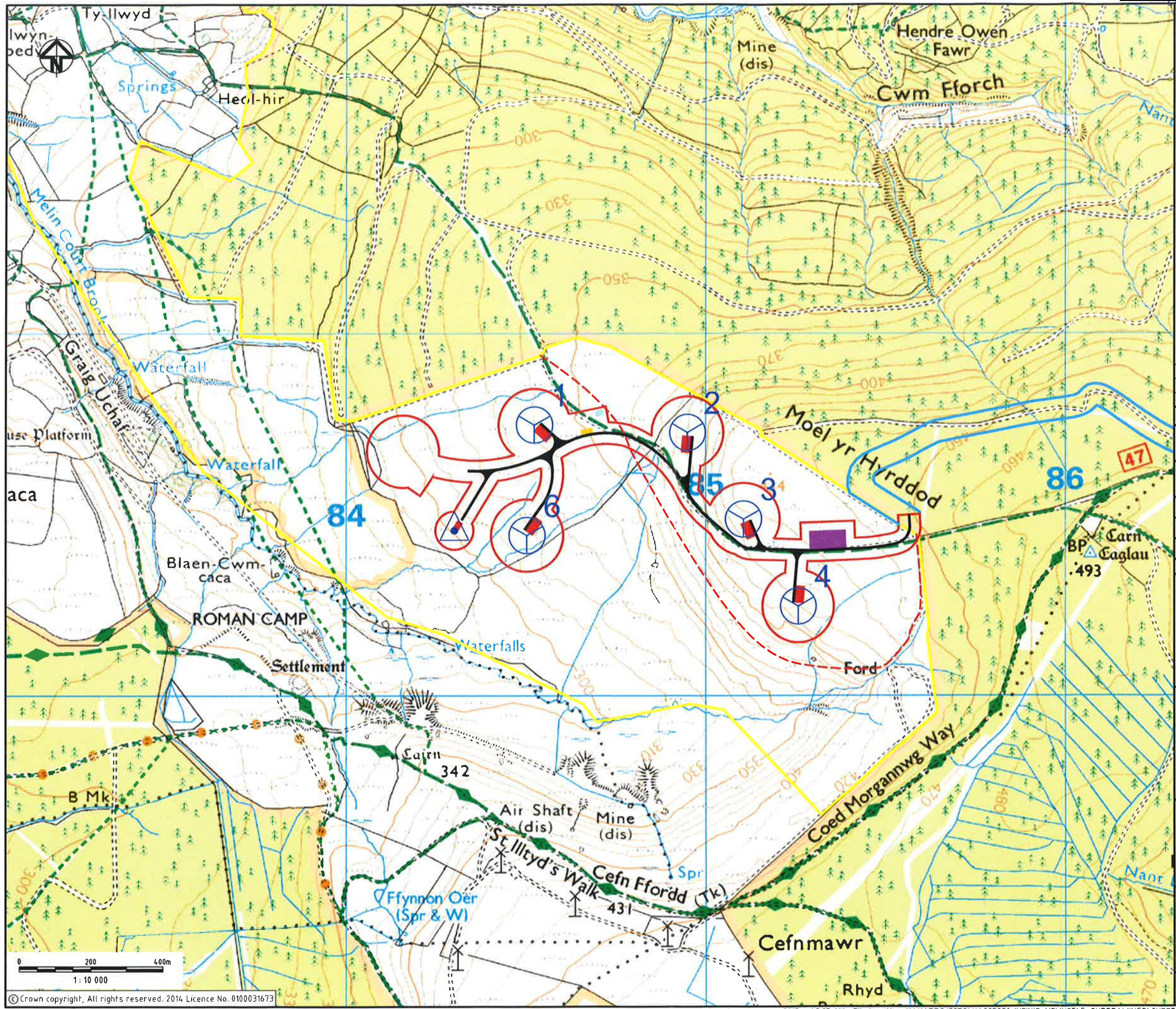
**NOW THIS DEED** witnesseth as follows:

**1. Definitions**

In this Agreement the following words and expressions shall where the context so requires or admits have the following meanings and that the meaning ascribed to the definitions in the Original Agreement are (except as provided below) to be applicable to those definitions where used in this Agreement:

|                       |                                                                                                                                                                   |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Agreement”           | this deed of agreement                                                                                                                                            |
| “Application”         | the application for the New Permission for the New Development received on 10 March 2022 and bearing reference number P2022/0216                                  |
| “Condition Precedent” | the condition referred to in Clause 4                                                                                                                             |
| “New Development”     | the development of the Site pursuant to the New Permission by the installation of five (5) wind turbines together with ancillary development including substation |

|                        |                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | and control building, on-site underground electrical cables, access tracks, meteorological mast, crane hard standings, temporary construction compound, palisade fencing on-site pond and site access. For the avoidance of doubt, the location of the five (5) wind turbines is included on the plan attached to this Agreement numbered FIG 4.1-UA005026 - 03 |
| “New Permission”       | the planning permission subject to conditions to be granted by the Council pursuant to the Application a draft of which is attached to this Agreement (and any subsequent variations pursuant to Section 73 of the Act)                                                                                                                                         |
| “Original Agreement”   | an agreement made pursuant to Section 106 of the Act dated 18 May 2018 between the Council (1) the Owner (2) and the Developer (3)                                                                                                                                                                                                                              |
| “Original Development” | the development as defined as Development in the Original Agreement                                                                                                                                                                                                                                                                                             |
| “Original Permission”  | planning permission for the Development granted by the Council on 16 May 2018 with reference number P2014/0883                                                                                                                                                                                                                                                  |



**KEY:**

- PLANNING APPLICATION BOUNDARY
- SITE BOUNDARY
- OTHER INVOLVED LAND - ACCESS ROUTE
- WIND TURBINE
- MET MAST
- SITE TRACKS
- PERMISSIVE ALTERNATIVE PROW
- HARDSTANDING
- CONSTRUCTION COMPOUND
- SUBSTATION
- POND

| TURBINE No. | EASTING | NORTHING |
|-------------|---------|----------|
| 1           | 284521  | 200748   |
| 2           | 284947  | 200727   |
| 3           | 285103  | 200488   |
| 4           | 285255  | 200247   |
| 6           | 284500  | 200443   |
| MET MAST    | 284298  | 200457   |

| Issue | Description                  | Date      |
|-------|------------------------------|-----------|
| 03    | ACCESS ROUTE BOUNDARY UPDATE | 20 NOV 15 |
| 02    | T5 REMOVED                   | 07 OCT 15 |
| 01    | FIRST ISSUE                  | 24 MAR 14 |

**Status**  
**DRAFT**  
NOT TO BE USED FOR CONSTRUCTION

| Scales                 | Current Issue Signatures |
|------------------------|--------------------------|
| 1:10000                | Author<br>P. SHEPARD     |
| Original Size<br>A3    | Checker<br>SA. DAVIES    |
| Height<br>Datum<br>0.5 | Approver<br>SA. DAVIES   |
| Grid<br>0.5            | © Copyright reserved     |

Filename: 4001-UA005026-WXD-02\_SITE\_LAYOUT.DWG

Client

**infinis**

**Hyder**

HYDER CONSULTING (UK) Limited  
HCL House  
St Mellons Business Park  
St Mellons, Cardiff  
CF3 0EY  
Tel: +44 (0)290 2092 6700  
Fax: +44 (0)290 2079 9275

Project

MELIN COURT WIND FARM

Title

DEVELOPMENT SITE LAYOUT

Drawing No.  
FIG 4.1 — UA005026 — 03

Project No.

Issue

### Time Limit Conditions

- 1        The development hereby permitted shall be begun before 16th May 2024.  
  
Reason  
To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.
  
- 2        The permission hereby granted shall endure for a period of 25 years from the date when electricity is first exported from any wind turbine. Written confirmation of the first export date shall be sent to local planning authority within one month of the first export date.  
  
Reason  
In the interest of visual amenity, safety and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

### List of Approved Plans

- 3        The development shall be carried out in accordance with the following approved plans:  
Fig 4.1-UA005026 Issue 03 (Development Site Layout);  
Drawing 0004 - UA005026 Issue 01 (Typical Foundation Detail);  
Drawing 0005 - UA005026 Issue 03 (Typical Meteorological Mast);  
Drawing 0006 - UA005026 Issue 03 (Typical Substation Layout);  
Drawing 0007 - UA005026 Issue 01 (Typical Cable Trench Details); Drawing 0008 - UA005026 Issue 01 (Typical Access Track Details);  
Drawing 0009 - UA005026 Issue 02 (Typical Construction Compound Layout)  
Typical Turbine Specification MEL/TE  
  
Reason  
In the interest of clarity.
  
- 4        The development shall be carried out in substantial accordance with the principles and mitigation measures as set out within the Environmental

Statement and Supplementary Environmental Information accompanying the application.

**Reason**

The proposed development is the subject of an Environmental Impact Assessment and due regard must be had to the principal impacts of the development in the preparation of detailed design and the operation of the site. Any material alteration to the proposal may have an impact which has not been assessed by the process. And to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

- 5 The site shall be in accordance with the Transport Statement and Travel Plan with the construction access and Abnormal Indivisible Loads (AIL) delivery routes being as specified within drawing number Fig 10.1-UA005026 Rev 01 dated March 2014.

**Reason.**

In the interest of highway and pedestrian safety and to accord with Policies TR2, RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

Pre-Commencement Conditions

- 6 Before beginning any development at the site, you must do the following: -

a) Notify the Local Planning Authority in writing that you intend to commence development by submitting a Formal Notice under Article 24B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 (DMPWO) in the form set out in Schedule 5A (a newly inserted Schedule) of the DMPWO (or in a form substantially to the like effect); and

b) Display a Site Notice (as required by Section 71ZB of the 1990 Act) in the form set out in Schedule 5B (a newly inserted Schedule) of the DMPWO (or in a form substantially

to the like effect), such Notice to be firmly affixed and displayed in a prominent place, be legible and easily visible, and be printed on durable material. Such Notice must thereafter be displayed at all times when development is being carried out.

**Reason:**

To comply with procedural requirements in accordance with Article 24B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 (DMPWO) and Section 71ZB of the Town and Country Planning Act 1990.

NOTE: Templates of the required Notice and Site Notice are available to download at [www.npt.gov.uk/planning](http://www.npt.gov.uk/planning)

- 7 No development shall take place until a scheme for the protection of Public Rights of Way during the construction period within the site and including safety signage has been submitted to and approved in writing by the Local Planning Authority. During the construction period the development shall be carried out in accordance with the approved details.

Reason:

In the interest of safety and to protect rights of way.

- 8 No development shall take place until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the local planning authority.

Reason

To identify and record any features of archaeological interest discovered during the works, in order to mitigate the impact of the works on the archaeological resource, as required by Planning Policy Wales and Policy SP21 of the Neath Port Talbot Local Development Plan

- 9 No development shall take place until written confirmation to the Local Planning Authority has been provided confirming that the necessary aviation bodies such as the Ministry of Defence and the Civil Aviation Authority have been given written notice of the proposed date of commencement and completion of the development and the maximum extension of height of any construction equipment or structures and the height above ground level and the Ordinance Survey locations of the turbines.

Reason

In the interest of aviation safety and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

No development shall commence until a Construction Method Statement has been submitted to and approved in writing by the Local Planning Authority. The Construction Method Statement shall be implemented as approved and shall address the following matters:

- i. All activities associated with the construction of the development shall be carried out in accordance with British Standard 5228, 2009: Code of Practice for Noise and Vibration Control on Construction and Open Sites: Part 1: Noise, Part 2: Vibration.
- li. A full drainage scheme for the management of surface water, to include the access track. This shall detail both the temporary and permanent drainage strategy and include details of the hydraulic calculations to control flow rates, discharge points to land and adjacent water course and detail the measures to be implemented.
- lii. Details of the design and construction methods of the access tracks including drainage provisions, and the pollution prevention measures to be implemented to ensure there are no polluting discharges from tracks and disturbed areas including provision to ensure that no polluting discharge from the access tracks and disturbed areas enters any water course.
- lv. Details of the nature, type and quantity of materials to be imported on site for backfilling operations or construction of access tracks.
- V. Pollution control and prevention measures including sediment control measures, protection of watercourses, ground water and soils, bunding of fuel, oil and chemical storage areas, sewage disposal.
- Vi. Details of the timing of works and methods of working for cable trenches and foundation works.
- Vii. Details of the timing of works and construction of construction compound and substation.
- Viii. Dust management.
- lx. Disposal of surplus materials.
- X. A construction noise management plan (including identification of access routes, locations of materials lay-down areas, details of equipment to be employed, operations to be carried out, mitigation measures and a scheme for the monitoring of noise).
- Xi. Temporary site illumination. Xii. Wheel cleaning facilities.
- Xiii. Post-construction restoration and reinstatement of the working areas including removal of construction equipment and the construction compound.
- Xiv. Details for the protection of Scheduled Ancient Monuments adjacent to the site.
- Xv. Details of any proposed temporary site compounds for storage of materials, machinery and operative/visitor parking within the site, to include the siting of temporary buildings and all means of enclosure and oil/fuel and chemical storage.

Xvi. Details of the method of borrow pit working including means of extraction, handling, storage and re use of soil, drainage control and restoration.

Xvii. The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate.

Xviii. A scheme for recycling/disposing of waste resulting from construction works. Xix. Details of the final track alignments.

Xx. Arrangements to prevent wildlife becoming trapped in excavation works.

#### Reason

In the interest of highway and pedestrian safety, the environment, and the amenity of residents, and to ensure accordance with Policies BE1, EN8 and TR2 of the adopted Neath Port Talbot Local Development Plan.

11

No development shall take place until a Traffic Management Plan (TMP) has been submitted to and approved in writing by the Local Planning Authority. The TMP shall set out the timing of works and include:

- |                                                                                      |                                    |
|--------------------------------------------------------------------------------------|------------------------------------|
| (i)                                                                                  | Swept Path Analysis (showing       |
| full route and mitigation measures);                                                 |                                    |
| (ii)                                                                                 | Arrangements for road              |
| maintenance and cleaning;                                                            |                                    |
| (iii)                                                                                | The timing of construction traffic |
| movements during the construction period, wheel cleaning/dirt control                |                                    |
| arrangements at key stages of construction;                                          |                                    |
| (iv)                                                                                 | Component size (width, height,     |
| length, weight);                                                                     |                                    |
| (v)                                                                                  | Convoy length (number of           |
| vehicles including emergency services and escorts);                                  |                                    |
| (vi)                                                                                 | Traffic Management (during         |
| transportation of abnormal loads);                                                   |                                    |
| (vii)                                                                                | Structures (over bridges height,   |
| width, weight restrictions);                                                         |                                    |
| (viii)                                                                               | Provision of temporary signs,      |
| street furniture, traffic control (including provision of any traffic signal control |                                    |
| required during the construction phase) and any carriage way works;                  |                                    |
| (ix)                                                                                 | Informative road signage           |
| warning other road users of forthcoming construction traffic movements, days         |                                    |
| and times of proposed deliveries;                                                    |                                    |
| (x)                                                                                  | All street works and signage to    |
| be removed during the transport of large loads;                                      |                                    |

- (xi) Proposed traffic orders including removal of on street parking, temporary speed reductions and road closure orders;
  - (xii) A scheme for the permanent reinstatement of all street furniture, kerbs and any highway improvements required. This scheme shall be completed in accordance with a schedule to be agreed in writing with the Local Planning Authority; and
  - (xiii) Predicted daily traffic flow for all vehicles during the construction phase of the development.
- The development shall be carried out in compliance with the approved scheme.

**Reason**

In the interest of highway and pedestrian safety and to ensure the safe and efficient use of the strategic road network and local roads and to ensure compliance with Policy TR2 of the Neath Port Talbot Local Development Plan.

- 12 Prior to the erection of any turbine, details of the external finish of the turbines hereby permitted have been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details.

**Reason**

In the interest of visual amenity and to ensure compliance with Policy BE1 of the Neath Port Talbot Local Development Plan.

- 13 No development shall take place until a Stability Report has been submitted to, approved in writing by and deposited with, the Local Planning Authority. The purpose of this report shall be to prescribe construction methods for the turbines that will ensure that reasonably foreseeable risks arising from any past, present or future mining activity do not adversely affect their safety, stability or operational effectiveness. The report shall also include foundation details of any associated buildings erected on the site. The construction of each turbine shall be carried out in accordance with the approved Stability Report.
- Prior to the first exportation of electricity to the National Grid, a completion report containing full information on the investigation and treatment of the site including, where relevant, arrangements for the longer-term monitoring of any subsidence and maintenance of the integrity of any foundations and structures shall be submitted to and approved in writing by the Local Planning Authority.

In the interest of safety ,and to ensure compliance with Policies SP16 and EN8 of the Neath Port Talbot Local Development Plan.

- Reason

15 Prior to the commencement of any works, including vegetation clearance, a Construction Environmental Management Plan shall be submitted to the Local Planning Authority. This plan should include:

- including details of all methods

- Detailed drainage scheme utilising cross-drains to ensure that the downslope drainage is not impeded

- Measures to safeguard ecological receptors, including details of buffers from watercourses/waterbodies and candidate Sites of Important Nature Conservation (cSINC), and means of demarcation to prevent encroachment.

- A scheme to minimise impacts upon peat, protected / notable species and habitats; including a monitoring programme
- Measures to prevent wildlife from becoming trapped e.g. covering excavations or provide means of escape, careful storage of materials.
- Appropriate measures for soil stripping and storage to support reinstatement of natural habitat
- Lighting scheme within specific measurements to minimise light spill on any adjacent habitats
- A programme of ecological works.

#### Reason

In the interests of biodiversity and the amenity of the area as a whole and to ensure the development complies with Policies EN7 & 8 of the Neath Port Talbot Local Development Plan.

- 16 The commencement of the development shall not take place until there has been submitted to, approved in writing by, and deposited with the Local Planning Authority a scheme for the appointment of an Ecological Clerk of Works to be employed by the Company to oversee all of the ecological aspects of the construction works. The scheme shall be implemented as approved.

#### Reason

To ensure that the ecological mitigation is overseen by an appropriately competent ecologist, and to ensure the development complies with Policy EN7 of the Neath Port Talbot Local Development Plan.

- 17 No development shall commence until a detailed surface water drainage strategy (including means of pollution control) has been submitted to and approved in writing by the Local Planning Authority. The strategy shall include:
- a: appropriate steps to maintain existing drainage paths and to avoid alternative preferential flow paths forming;
  - b: details to ensure that during development additional runoff from tracks will be dealt with via swales/ small ponds in order to attenuate runoff rates, such that they do not exceed existing (greenfield) rates;
  - c: details ensuring that during development additional rate and volume of runoff from impermeable areas such as crane hard standing(s) will be managed via sustainable urban drainage systems (SudS);

d: details ensuring that any trenches excavated on site for cabling are relatively short in length to avoid any potential large scale rainfall saturation and the resultant overtopping of surface water;

e: a timetable for its implementation

f: provide a management and maintenance plan for the lifetime of development.

The surface water drainage strategy shall be constructed in accordance with the approved details.

Reason

In the interest of satisfactory drainage of the site, and ensure the development complies with Policy SP16 and BE1 of the Neath Port Talbot Local Development Plan.

#### Action Conditions

- 18      Within the year prior to decommissioning of the site, but no later than 6 months prior to decommissioning, a full ecological survey of the site shall be undertaken to inform decommissioning. A survey report shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of decommissioning and then implemented as approved. The report shall include ecological mitigation measures, as appropriate, based on the ecological assessment findings to be followed during decommissioning, and beyond.

Reason

In the interest of biodiversity and to ensure the development complies with Policy EN7 of the Neath Port Talbot Local Development Plan.

- 19      Within 25 calendar years from the date when electricity is first generated to the grid, or within 12 months of the cessation of electricity generation by the wind farm facility, whichever is sooner, the wind farm and all associated works/equipment shall be dismantled and removed from the site and the land restored to its former condition in accordance with the decommissioning and site restoration scheme as approved by the Local Planning Authority.

Reason

To ensure satisfactory restoration of the site and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

- 20      No later than 12 months before the expiry date of the planning permission hereby granted a decommissioning and site restoration scheme shall be

submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

- (i) Details of the removal of all the wind turbines and the surface elements of the development plus one metre of the turbine bases below ground level
- (ii) A de-construction method statement
- (iii) Details of measures to prevent /minimise impacts upon important habitats and species
- (iv) Details of all habitat restoration measures including methods and any seed mixes. The scheme shall be fully implemented as approved.

**Reason**

To ensure satisfactory decommissioning and restoration of the site and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

- 21 The temporary construction compounds and other temporary construction works as set out in the submitted application details shall be removed no later than one year from the First Export Date and the ground restored to its previous condition within 6 months of such removal.

**Reason:**

In the interests of biodiversity and the amenity of the area as a whole and to ensure the development complies with Policy EN7 of the Neath Port Talbot Local Development Plan.

- 22 The rating level of noise emissions from the combined effects of the Melin Court Wind Farm wind turbines (including the application of any tonal penalty) when determined in accordance with the attached Guidance Notes (to this condition), shall not exceed the values for the relevant integer wind speed set out in, or derived from, the tables attached to this condition at any dwelling which is lawfully existing or has planning permission at the date of this permission and:

a) The wind farm operator shall continuously log power production, wind speed and wind direction, all in accordance with Guidance Note 1(d). These data shall be retained for a period of not less than 24 months. The wind farm operator shall provide this information in the format set out in Guidance Note 1E to the Local Planning Authority on its request, within 14 days of receipt in writing of such a request.

B) No electricity shall be exported until the wind farm operator has submitted to the Local Planning Authority for

written approval a list of proposed independent consultants who may undertake compliance measurements in accordance with this condition. Amendments to the list of approved consultants shall be made only with the prior written approval of the Local Planning Authority.

C) Within 21 days from receipt of a written request from the Local Planning Authority following a complaint to it from an occupant of a dwelling alleging noise disturbance at that dwelling, the wind farm operator shall, at its expense, employ a consultant approved by the Local Planning Authority to assess the level of noise emissions from the wind farm at the complainant's property in accordance with the procedures described in the attached Guidance Notes. The written request from the Local Planning Authority shall set out at least the date, time and location that the complaint relates to and any identified atmospheric conditions, including wind direction, and include a statement as to whether, in the opinion of the Local Planning Authority, the noise giving rise to the complaint contains or is likely to contain a tonal component.

D) The assessment of the rating level of noise emissions shall be undertaken in accordance with an assessment protocol that shall previously have been submitted to and approved in writing by the Local Planning Authority. The protocol shall include the proposed measurement location identified in accordance with the Guidance Notes where measurements for compliance checking purposes shall be undertaken and also the range of meteorological and operational conditions (which shall include the range of wind speeds, wind directions, power generation and times of day) to determine the assessment of rating level of noise emissions. The proposed range of conditions shall be those which prevailed during times when the complainant alleges there was disturbance due to noise, having regard to the written request of the Local Planning Authority under paragraph ©, and such others as the independent consultant considers likely to result in a breach of the noise limits. The proposed range of conditions shall be those which prevailed during times when the complainant alleges there was disturbance due to noise, having regard to the written request of the Local Planning Authority under paragraph ©, and such others as the independent consultant considers likely to result in a breach of the noise limits.

E) Where a dwelling to which a complaint is related is not listed in the tables attached to these conditions, the wind farm operator shall submit to the Local Planning Authority for written approval proposed noise limits selected from those listed in the Tables to be adopted at the complainant's dwelling for compliance checking purposes. The proposed

noise limits are to be those limits selected from the Tables specified for a listed location which the independent consultant considers as being likely to experience the most similar background noise environment to that experienced at the complainant's dwelling. The rating level of noise

emissions resulting from the combined effects of the wind turbines when determined in accordance with the attached Guidance Notes shall not exceed the noise limits approved in writing by the Local Planning Authority for the complainant's dwelling.

F) The wind farm operator shall provide to the Local Planning Authority the independent consultant's assessment of the rating level of noise emissions undertaken in accordance with the Guidance Notes within 2 months of the date of the written request of the Local Planning Authority for compliance measurements to be made under paragraph ©, unless the time limit is extended in writing by the Local Planning Authority. The assessment shall include all data collected for the purposes of undertaking the compliance measurements, such data to be provided in the format set out in Guidance Note 1€ of the Guidance Notes. The instrumentation used to undertake the measurements shall be calibrated in accordance with Guidance Note 1(a) and certificates of calibration shall be submitted to the Local Planning Authority with the independent consultant's assessment of the rating level of noise emissions.

G) Where a further assessment of the rating level of noise emissions from the wind farm is required pursuant to Guidance Note 4©, the wind farm operator shall submit a copy of the further assessment within 21 days of submission of the independent consultant's assessment pursuant to paragraph (d) above unless the time limit has been extended in writing by the Local Planning Authority.

#### Reason

In the interests of local amenity, and to ensure compliance with Policies SP16, EN8 and BE1 of the Neath Port Talbot Local Development Plan.

23

If during the course of development, any unexpected land instability issues are found which were not previously identified, measures for their remediation in the form of a remediation scheme shall be submitted to and approved in writing by the Local Planning Authority. The remediation of the site shall incorporate the approved measures which shall be retained thereafter.

#### Reason

In the interest of safety and to accord with Policy EN8 of the Neath Port Talbot Local Development Plan

#### Regulatory Conditions

24

In the event of any wind turbine failing to produce electricity supplied to the local grid for a continuous period of 12 months, then it will be deemed to

have ceased to be required, the turbine and its ancillary equipment shall be dismantled and removed from the site within 3 months of the deemed cessation date and the site restored to its former condition.

**Reason**

In the interest of visual amenity and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

- 25 The blades of all the wind turbines shall rotate in the same direction.

**Reason**

In the interest of visual amenity and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

- 26 The hours of work during the construction phase of the development (including movements of vehicles other than motor cars) shall be limited to the following other than in an emergency or as approved in writing by the Local Planning Authority: between 0700 hours to 1900 hours Monday to Friday, and between 0700 hours to 1300 hours on Saturday and no work shall take place on Sundays and Bank Holidays.

**Reason**

In the interest of residential amenity and to ensure the development complies with Policy BE1 and EN8 of the Neath Port Talbot Local Development Plan.

- 27 The turbines and associated crane pads shall be erected within 50m of the following coordinates and shall also lie within the constraints of the red line (Drawing No. Fig 4.1 UA005026 Issue 03).

|    |        |        |
|----|--------|--------|
| T1 | 284521 | 200748 |
| T2 | 284947 | 200727 |
| T3 | 285103 | 200488 |
| T4 | 285255 | 200247 |
| T6 | 284500 | 200443 |

The access tracks, construction compound and substation shall be sited within 5m of the approved location coordinates and shall also lie within the constraints of the red line plan (Drawing No Fig 4.1 UA005026 Issue 03). Any micro siting of the turbines, associated infrastructure and tracks shall minimise impacts upon all S42/ BAP habitats and cSINCs, including

NPTSINC110 Upper Melin Court Valley, Ancient Woodland SINC and Watercourse SINC. Micro siting shall not be permitted where it would increase in an increased loss of extent or significant impact of such habitats to that identified in the Supplementary Environmental Information submitted in November 2015.

**Reason**

In the interest of ecology, rights of ways, telecommunications and clarity and to ensure accord with Policy EN7 and RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017

- 28 All electricity and control cables between the turbines and the site control building shall be laid underground and alongside tracks which are constructed on the site as part of the development.

**Reason**

In the interest of visual amenity and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

- 29 Unless required for health and safety purposes, or for aviation purposes, no part of the Development shall display any name, logo, sign or advertisement or means of illumination without the prior written approval of the Local Planning Authority.

**Reason**

In the interest of visual amenity and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017

- 30 The turbines shall not be illuminated and there shall be no illumination on the site after the construction period unless required by law.

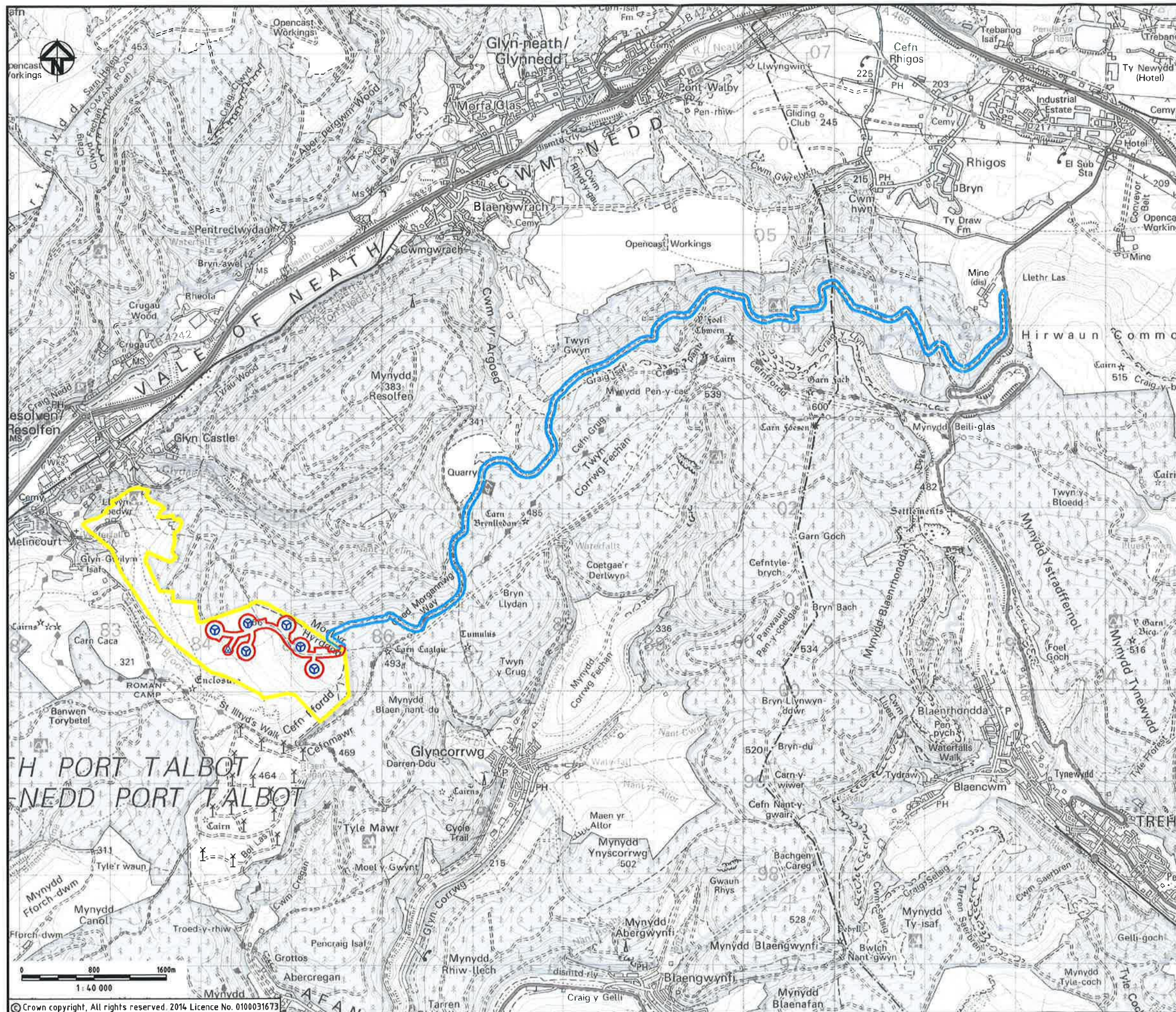
**Reason.**

In the interest of visual amenity and to accord with Policy RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017.

- 31 Turbine blades on all wind turbine generators shall at all times be feathered to reduce rotation speeds to below 2 rpm while idling.

**Reason:**

To ensure that potential adverse impacts on biodiversity are appropriately managed and to accord with Policies EN7 and RE1 of the Neath Port Talbot Local Development Plan and Supplementary Planning Guidance entitled Renewable and Low Carbon Energy dated July 2017 and in accordance with paragraph 7.1.3(a) of the joint agency guidance 'Bats and Onshore Wind Turbines - Survey, Assessment and Mitigation' (Nature Scot et al, August 2021)).



# KEY:

- PLANNING APPLICATION BOUNDARY
- SITE BOUNDARY
- OTHER INVOLVED LAND - ACCESS ROUTE
- WIND TURBINE
- MET MAST

|       |                      |           |
|-------|----------------------|-----------|
| 02    | ACCESS ROUTE REVISED | 24 APR 15 |
| 01    | FIRST ISSUE          | 24 MAR 14 |
| Issue | Description          | Date      |

Status  
**PRELIMINARY**  
NOT TO BE USED FOR CONSTRUCTION

|               |                                  |                          |
|---------------|----------------------------------|--------------------------|
| Scales        | 1:40,000                         | Current Issue Signatures |
| Original Size | A3                               | Author<br>P. SHEPARD     |
| Height Datum  | O.S.                             | Checker<br>D. JONES      |
| Grid          | O.S.                             | Approver<br>S. SCONE     |
| Filename      | 1002-UA005026-WXD-02_APP-BND.DWG |                          |
| Client        | © Copyright reserved             |                          |



HYDER CONSULTING (UK) Limited  
HCL House  
St Mellons Business Park  
St Mellons, Cardiff  
CF3 0EY  
Tel: +44 (0)290 2092 6700  
Fax: +44 (0)290 2079 9275

Project  
**MELIN COURT WIND FARM**

Title  
**PLANNING APPLICATION BOUNDARY**

|             |             |       |
|-------------|-------------|-------|
| Drawing No. | Project No. | Issue |
| FIG 1.2     | UA005026    | 02    |

|                  |                                                                                                                                                                                                                                                                                |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Parties”        | the Council (1), the Owner (2) and the Developer (3)                                                                                                                                                                                                                           |
| “Site”           | the land against which this Agreement may be enforced being land to the east of Melin Court, Resolven in the County Borough of Neath Port Talbot SA11 4EF as shown edged yellow on the Site Plan, to the extent only that it is a part of Land Registry title number CYM299766 |
| “Site Plan”      | the plan attached to this Agreement numbered FIG 1.2 – UA005026 – 02                                                                                                                                                                                                           |
| “Working Day(s)” | Mondays to Fridays inclusive not including days when the Civic Centre in Port Talbot is not open for public business                                                                                                                                                           |

## **2. Interpretation**

- 2.1 References in this Agreement to the Owner shall include reference to its successors in title to and persons claiming through or under it
- 2.2 References in this Agreement to the Developer shall include reference to its successors in title to and persons claiming through or under it
- 2.3 References in this Agreement to the Council shall include its successors:-
  - 2.3.1 as Local Planning Authority or in any other appropriate statutory capacity; and

- 2.3.2 (in the case of terms relevant to or consequent upon land owned by the Council) the Council's successors in title and persons claiming through or under it
- 2.4 Reference to a Council officer shall include any officer exercising the function of that officer or authorised in writing to exercise such function
- 2.5 References to statutes or statutory provisions and orders or regulations made thereunder include that statute provision order or regulation as amended modified re-enacted or replaced from time to time and to any previous statute statutory provision order or regulation amended modified re-enacted or replaced by such statute statutory provision order or regulation
- 2.6 Words importing the masculine gender include the feminine gender and neuter and words in the singular include the plural and vice versa and words importing individuals shall be treated as importing bodies corporate or unincorporated and vice versa
- 2.7 Any headings are for ease of reference only and shall not affect the construction of this Agreement

### **3. Statutory Provisions and Obligations**

- 3.1. This Agreement is made pursuant to the provisions of Section 106 and 106A of the Act and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with intent to bind the Site
- 3.2. Covenants in the Original Agreement as amended by this Agreement falling within the provisions of Section 106 of the Act shall be deemed to be expressed to be planning obligations to which that Section shall apply
- 3.3. The covenants contained in this Agreement shall bind the Site

and persons owning land as joint tenants or tenants in common shall be subject to such covenants jointly and severally

**4. Condition Precedent**

The obligations to this Agreement are conditional and shall only have effect upon the grant of the New Permission by the Council subject to this Agreement

**5. Owner, Developer and Council's Covenants and the Variations to the Original Agreement**

5.1 Subject to the satisfaction of the Condition Precedent the Owner and the Developer covenant with the Council and the Council covenants with the Owner and the Developer to be bound by the terms and their respective obligations in the Original Agreement as amended by this Agreement

5.2 The Parties agree that the Original Agreement shall be amended as follows:

5.2.1 references to 'the Planning Permission' shall be read as references to the New Permission

5.2.2 references to 'the Development' shall be read as references to the New Development

5.2.3 references to 'the Commencement of Development' shall be read as references to the commencement of the New Development

**6. AGREEMENTS AND DECLARATIONS**

**IT IS HEREBY AGREED AND DECLARED:-**

6.1. This Agreement shall not prejudice or affect the exercise of any statutory power duty or discretion of the Council

6.2. All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature)

that may be requested by the Developer and/or Coastal and/or given by the Council or its officers in accordance with this Agreement shall be in addition to any other approvals consents agreements or confirmations that may be required by the Act or by any other statute or regulations

- 6.3. All such approvals consents agreements satisfactions confirmations or calculations shall be at the sole discretion of the Council or its relevant officers acting reasonably the decisions of whom shall be final

## **7. Time to be of the Essence**

That unless specified otherwise in this Agreement time shall be of the essence

## **8. Lapse of Agreement**

- 8.1 That (unless the New Development has Commenced) this Agreement shall be revoked and be of no further effect if the New Permission shall lapse without having been implemented shall be revoked or shall be modified other than at the request of the Developer

- 8.2. In the event that any part of this Agreement may be subject to challenge review deletion or otherwise rendered null/void or voidable the balance of the said Agreement shall remain in full force and effect

## **9. Rule Against Perpetuities**

For the purpose of such parts of this Agreement as may be subjected to the rule against perpetuities the perpetuity period applicable to this Agreement shall be eighty years from the date hereof

## **10. Variation**

This Agreement may be varied only by deed between the parties hereto or their respective successors in title and assigns

**11. Contracts (Rights of Third Parties)**

11.1 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 it is hereby agreed and declared that the parties to this Agreement (and their respective successors in title) may rescind or vary this Agreement without the consent of any third party

11.2 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Agreement and their respective successors in title

**12. Notices**

12.1 That any notice or other written communication to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given as specified in Clause 12.2 or as otherwise notified for the purpose by notice in writing

12.2 The address for any notices or other written communication is:

12.2.1. for the Council as specified above marked for the attention of the Head of Planning

12.2.2. for the Owner as specified above

12.2.3 for the Developer as specified above

12.3 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or by an officer or duly

authorised signatory

- 12.4 Each party may notify the other of a change of address for any notice or written confirmation

**13. Applicable Law**

This Agreement is governed by the law of England and Wales as it applies in Wales

**14. Costs**

On or prior to completion of this Agreement the Developer shall pay to the Council the Council's proper and reasonable legal costs in this matter

**15. Local Land Charge**

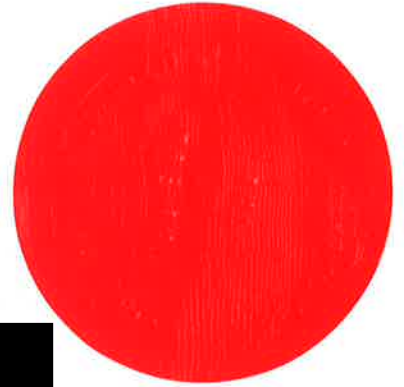
This Agreement is a Local Land Charge and shall be registered as such by the Council

**16. Issue of New Permission**

The Council hereby agree to issue the New Permission as soon as reasonably practicable after the date of this Agreement

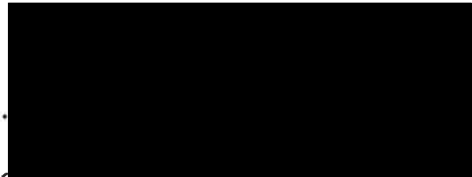
IN WITNESS of which the Council the Owner and the Developer have executed and delivered this Agreement the day and year first before written

THE COMMON SEAL of )  
NEATH PORT TALBOT )  
COUNTY BOROUGH COUNCIL )  
was hereunto affixed in the )  
presence of:-



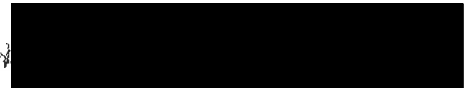
17330

Signed as a deed by **LYNETTE LIPPIATT**



in the presence of:

Signature



Witness signature

.....

Witness name

x DILWYN HOLLAND

v 8 HELLINGTON TCE

v BRITHDIR

v NP24 6HX

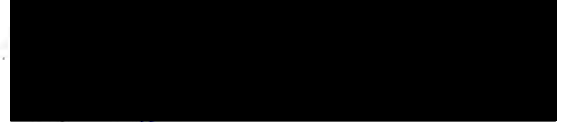
Witness address

\* RETIRED FROM COUNCIL

Witness occupation

Executed as a deed by MELIN COURT

WIND FARM LIMITED acting by  
a director



Director

✓ GUY RUBINSTEIN  
(name)

in the presence of:



Witness signature

ANDREW MCINLAY

Witness name

22 YOUNG ROAD

DUNBLANE

PK 15 OFT

Witness address

.....SOLICITOR.....

Witness occupation