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Our Ref: 04C001868

Your Ref: PP-12432792

10 October 2023

Steven McCoombe  
Manchester City Council  
P O Box 532,  
Manchester,  
M60 2LA

Submitted via the Planning Portal (Ref: PP-12432792)

Dear Steven,

**Aldi Foodstore, The Imperial Lounge Victoria Avenue East Manchester M9 7HW – Discharge of Conditions 15 and 30**

On behalf of our client, Aldi Stores Ltd ('Aldi') please find enclosed an application for approval of details reserved by conditions 15 and 30 of planning permission ref. **133148/FO/2022** at The Imperial Lounge, Victoria Avenue East, Manchester, M9 7HW.

The condition discharge application has been submitted online via the Planning Portal and a payment of £180 has been made on submission of the application (PP-12432792). This letter sets out the information submitted and the condition wording to which they relate.

**Condition 15**

Condition 15 reads:

*"Prior to first occupation of the retail unit hereby approved, a scheme for the enhancement of the site for biodiversity purposes shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The agreed scheme shall be implemented in accordance with a timescale to be agreed and retained and maintained thereafter."*

*Reason -To mitigate the loss of vegetation and to promote bio-diversity, pursuant to policy EN15 of the Manchester Core Strategy and the National Planning Policy Framework (NPPF)."*

Accompanying this submission is a Wildlife Enhancement Plan, prepared by Collington Winter Environmental. The report outlines a proposed layout plan detailing where the nesting/roost features are to be positioned, the specification of the types of physical features to be used, with specific targeting of certain species identified onsite during previous ecological surveys. This involves physical enhancements for both bats and birds. The accompanying plan also outlines the implementation aspect of the Wildlife Enhancement Plan. It is considered that the enhancements proposed to the site for biodiversity purposes are proportionate to the scheme, and that the requirements of condition 15 are therefore met when read in conjunction with the accompanying plan.

### Condition 30

Condition 30 reads:

*"a) No development shall commence until the following documents have been submitted to and approved in writing by the City Council as Local Planning Authority after consultation with Sport England:*

- (i) A detailed assessment of ground conditions (including drainage and topography) of the land proposed for the playing field equating to 162sqm and the proportionate pitch improvements to North Manchester Rugby Club to compensate for the loss of 0.14ha of open space, which identifies constraints which could adversely affect playing field quality. The assessment should be carried out by a suitably qualified sports turf specialist; and,*
- (ii) Where the results of the assessment to be carried out pursuant to (i) above identify constraints which could adversely affect playing field quality, a proportionate, detailed scheme to address any such constraints will be prepared. The scheme shall include a plans, written specification of the proposed soils structure, proposed drainage, cultivation and other operations associated with grass and sports turf establishment and a timetable of implementation.*

*(b) The approved scheme shall be carried out in full and in accordance with the approved timetable of implementation to be agreed in writing by the City Council as Local Planning Authority. The land shall thereafter be maintained in accordance with the scheme and made available for playing field use in accordance with the scheme.*

*Reason: To ensure that the playing field is prepared to an adequate standard and is fit for purpose and to accord with policy EN10 of the Manchester Core Strategy and National Planning Policy Framework (NPPF)."*

This submission is accompanied by a *"Feasibility Study for the Improvement of the Natural Turf Rugby Pitches at North Manchester Rugby Club"*, prepared by PSD-TGMS on behalf of Aldi Stores Ltd. This document outlines a detailed assessment of the ground conditions of the existing playing pitches, as well as providing an assessment of the additional land proposed for playing pitches as part of the scheme.

The document also outlines a proportionate pitch improvement option to compensate for the impact of the consented development and to reflect the area of the playing pitch that will be lost. As per the accompanying report, option 3 outlines an *"Enhanced maintenance of the pitches to improve sward characteristics and improve the natural infiltration rates of the indigenous soils."* This scheme includes a number of provisions that would improve the sward characteristics and improve the natural infiltration rates of the indigenous soils. The enhancements proposed will involve a capital investment of approx. £26,000 from the applicant (exclusive of VAT). This is in addition to the cost of providing the part replacement area of playing pitch that will be lost, which will involve a construction cost of £ 6,352.50 and an ongoing maintenance cost of £1,559.00

(exclusive of VAT). The combined cost of the proposed area of playing pitch replacement and the proposed enhanced maintenance scheme will therefore be an estimated **£34,511**.

This scheme of direct sports pitch mitigation is considered to be “*proportionate*” to the impact of the application proposals on the playing fields, as required by the planning condition. In addition, it also has to be borne in mind that the scheme as a whole proposes various other wide-ranging enhancements / benefits to the rugby and sport club as follows:

- Significantly, the structure of the land deal between Aldi and the previous (private) landowner of the playing fields meant that when Aldi acquired the small portion of playing field land required to deliver the foodstore scheme, the remaining playing field land and buildings was **gifted to the clubs**. The land deal, triggered through the granting of planning permission, has therefore resulted in the sports clubs **no longer paying annual rent** to a third-party, private landowner. This means that these funds can instead be spent on the continued maintenance and improvement of their sports pitches and wider facilities.
- Furthermore, additional, short-term works planned to the playing fields and wider rugby club by Aldi as part of this planning application are envisaged to exceed **£76,000**. These works (which are in addition to the direct sports pitch mitigation measures referenced above) include the following:
  - Relocation of floodlighting piers and provision of new floodlight heads;
  - Relocation of the western boundary fencing to the playing fields and addition of ball strike fencing (informed by a Rugby Ball Trajectory Analysis);
  - Construction of a new vehicular access and egress for the sports club, and,
  - The installation of drainage to this new vehicular access, which will link directly into Aldi’s drainage system.

Drawing the above together, it is clear that as a consequence of the scheme proposals Aldi will be investing a significant **£110,500** (excluding VAT) into both direct and indirect sports pitch improvements. This is in addition to gifting ownership of the sports pitches to the rugby and sports club – thereby removing a long-term annual rent burden. In combination, it is considered that the measures proposed represent a “*proportionate*” scheme of works which adequately address the relatively minor impact of the scheme on the affected playing fields.

Given the provisions as above to enhance the existing playing pitches and the commitment of the applicant to further provide associated infrastructure, it is deemed that the requirements of part (a) and (b) of condition 30 have been met and the condition should now satisfactorily be discharged.



## Summary

I trust that the enclosed information will enable you to validate the submission as soon as possible. If you have any queries or require any further details, please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Danny Cremen'.

**Danny Cremen**  
**Planner**

**0161 956 4066**

**[Danny.Cremen@avisonyoung.com](mailto:Danny.Cremen@avisonyoung.com)**

**For and on behalf of Avison Young (UK) Limited**