

Dear Mr Kent

With reference to your Report 09/20 on the Agenda for tomorrow's meeting of the full Authority:-

The principal failing on the part of the Authority appears to be that officers signed a Section 106 agreement in 2013 which discharged the 2006 planning obligation, not only as it applied to units 1, 3 and 4 (the pre-existing units), but also, unwittingly, and negligently, as it applied also to the 10 "additional" units given permission in 2005 (NP/04/316 refers) (Paragraph 4 of the June 2013 106 agreement, headed in bold and **unmissably,"Discharge of the 2006 Planning Obligation"** How could the officer who signed the 2006 agreement miss that if he or she was doing the job properly?

As a consequence, Newport Links Golf Club is not in breach of obligations contained in the S106 TCPA 1990 dated 12/06/2013 made between the Authority and the owner.

You say that there is no evidence of an error on the part of the Authority, but this is not the case: the Authority failed to enforce the original 2006 agreement with regard to the 10 units, by discharging that agreement. This is a grave mistake by officers about which you have not commented on in your Report at all.

The consequence of that mistake is that the Authority has failed to prevent residential development in the open countryside, contrary to Government Planning Policy

You say that the public has not suffered any pecuniary loss, but planning permission for the 10 additional units was granted in 2005, as an exception to the open countryside policy, to ensure the sustainability of the Golf Club. What now, are the prospects for that sustainability of a business that has received hundreds of thousands of pounds in European funding to support the local economy?

You say that the Authority itself has not suffered pecuniary loss either, but that is not the main point at issue: the Authority has failed to protect the planning system in the public interest.

As a result, the Authority should now be considering remedial action, including revocation, and if as a result those who have bought properties incur financial loss, then they must be able to recover those losses from the Authority.

It is your job to make recommendations in respect of planning breaches that ought not to have occurred.

If you do not do so, I have no other recourse than to take this error on the part of the Authority to the Local Authority Ombudsman.

Yours sincerely