

DATED 2 July 2024

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO PROPERTY AT**

**LAND OFF BRYN LANE, WREXHAM INDUSTRIAL ESTATE LL13 9UT IN THE COUNTY BOROUGH OF
WREXHAM**

between

Wrexham County Borough Council

and

Lea Valley Limited

and

Eight Industrial (Wrexham 4) Limited

and

Solutus Advisors Limited

Linda Roberts

Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref: NR/2178860

This Deed is dated 2 July 2024

Parties

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham LL11 1AY (**Council**)
- (2) **LEA VALLEY LIMITED (Co Regn No 05025036)** of Canal Mill, Botany Bay, Chorley, Lancashire PR6 9AF (**First Owner**)
- (3) **EIGHT INDUSTRIAL (WREXHAM 4) LIMITED (Co Regn No 13019316)** of Canal Mill, Botany Bay, Chorley, Lancashire PR6 9AF (**Second Owner**)
- (4) **SOLUTUS ADVISORS LIMITED (Co Regn No 07350379)** of Canal Mill, Botany Bay, Chorley, Lancashire, PR6 9AF (**Mortgagee**)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is situated.
- (B) The First Owner is the freehold owner of the part of the Site registered at HM Land Registry within title number CYM835301 and the Second Owner is the freehold owner of the parts of Site registered at HM Land Registry within title numbers CYM864329 and CYM171873.
- (C) The Council resolved at its meeting on 8 May 2024 that Planning Permission should be granted for the Development subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Active Travel Scheme"	a scheme submitted to and approved by the Council comprising of improvements on and local to Bryn Lane to comprise: - £130,000 active travel route improvements local to Bryn Lane - £20,000 towards new bus stops kiosks road markings and raised kerbs along Bryn Lane - £60,000 towards pump priming additional loop for existing bus services onto Wrexham industrial estate

“Active Travel Scheme Contribution”	£210,000 towards the Active Travel Scheme
“Application”	the application for full planning permission dated 24 May 2023 submitted to the Council for the Development and allocated reference number P/2023/0280
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of surveys of existing structures, site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, hoardings and scaffolding, the temporary display of site notices or advertisements, site preparation, site reclamation, preliminary landscaping and ground modelling, service diversions or decommissioning, laying of services and other works of site establishment preparatory to the commencement of construction and operations permitted by the Town and Country Planning (General Permitted Development) Order 1995 (as amended) and “Commence Development” shall be construed accordingly.
“Development”	the development of the Site as set out in the Application
“Expert”	an independent person appointed in accordance with the provisions of clause 7 to determine a dispute
“Index”	All Items Index of Retail Prices issued by the Office for National Statistics
“Interest”	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time.
“Highways Contribution”	£25,000 towards future signal works at the Gresford interchange
“LEMP”	means a Landscape & Ecological Management Plan or such other plan as shall be agreed in substitution between the Owners and the Council.

"Management Company"	a suitable company or body or other entity responsible for the MA Scheme in respect of the Mitigation Areas
"Material Operation"	means a material operation as defined in Section 56 subsection 4(a) to (e) of the 1990 Act to implement the Planning Permission save for those operations contained in the definition of "Commencement of Development" contained in this Deed.
"Owners"	means the First Owner together with the Second Owner.
"Plan"	the Plan 1 attached to this Deed
"Practical Completion"	issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note
"Planning Permission"	the full planning permission subject to conditions to be granted by the Council pursuant to the Application
"Mitigation Areas"	means the Mitigation Areas as shown on the Plan 2
"MA Scheme"	means the scheme as described in the LEMP, or any future amended scheme, relating to the implementation and management of the Mitigation Areas submitted to and approved in writing by the Council pursuant to the Application
"Site"	the land subject to this Deed as shown edged red on the Plan and more particularly described in the First Schedule

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development;

save for the provisions of Clauses 5.2, 6.1, 12 and 13 (notice of commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNERS' COVENANTS

- 5.1 The Owners covenant with the Council on behalf of themselves and their successors in title to the Site (but subject always to clause 6.8 of this Deed) to comply with the obligations set out in the Second Schedule and the Third Schedule to this Agreement
- 5.2 The Owners shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.

6 MISCELLANEOUS

- 6.1 The Owners shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1500.00.
- 6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

- 6.3 This Deed shall be registrable as a local land charge by the Council.
- 6.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Chief Officer Economy and Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 6.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 6.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.7 This Deed including (for the avoidance of doubt) the MA Scheme shall cease to have effect (insofar only as it has not already been complied with) if:-
- 7.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owners) is modified by any statutory procedure
 - 7.7.2 the Planning Permission shall expire prior to the Commencement of Development; or
 - 7.7.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.
- 6.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.9 This Deed shall not be enforceable against owner-occupiers or tenants of any units constructed pursuant to the Planning Permission nor against those deriving title from them.
- 6.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

7 RESOLUTION OF DISPUTE

- 7.1 In the event of any dispute arising between the parties, the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.
- 7.2 If the parties are unable to resolve the dispute amicably pursuant to clause 7.1, one party may by serving notice on all the other parties (the Notice) refer the dispute to an Expert for determination.
- 7.3 The Notice must specify:
the nature basis and brief description of the dispute;
the clause of paragraph of this Deed pursuant to which the dispute has arisen; and
the name and address of the proposed Expert.
- 7.4 In the event that the parties are unable to agree whom should be appointed as an Expert within 10 Working Days after the date of the Notice then either party may request to the President of the Law Society to nominate the Expert at their joint expense.
- 7.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 7.6 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not later than 25 Working Days from the date of his appointment to act.
- 7.7 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.

8. WAIVER

No waiver (whether expressed or implied) by the Council or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 MORTGAGEE'S CONSENT

- 9.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in

this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

10 CHANGE IN OWNERSHIP

The Owners agree with the Council to give the Council immediate written notice of any change in ownership of its interest in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not)

11 INDEXATION

Any sum referred to in the Second Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

12 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

13 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

14 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

15 SECTION 73 VARIATION

For the avoidance of doubt in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of conditions on the Planning Permission, save and in so far as this Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall be deemed to include any subsequent section 73 applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

Description of the Site

Land off Bryn Lane, Wrexham Industrial Estate, Wrexham LL13 9UT within land registered at H M Land Registry in the name of the First Owner with freehold title absolute under title number CYM835301 and within land registered at HM Land Registry in the name of the Second Owner with freehold title absolute under title numbers CYM864329 and CYM171873, together comprising the Site and shown edged in red on the Plan

SECOND SCHEDULE

Owners' Covenants

Management Company and Mitigation Areas

1. Within six months following Commencement of Development on the Site (or such extended period as shall be agreed with the Council):-
2. The Owners are to obtain the Council's written approval to the formation and appointment of a Management Company to implement the MA Scheme in respect of the Mitigation Areas.
3. To implement or procure implementation of the MA Scheme prior to first Occupation of any part of the proposed Development.
4. To monitor and review it every 12 months and to obtain the approval of the Council to any amendments thereto so as to ensure that they remain appropriate and relevant over time.
5. To use reasonable endeavours to ensure compliance with the MA Scheme and to maintain and manage for up to 25 years the Mitigation Areas in accordance with the MA Scheme the Planning Permission and this Agreement and to rectify any non-compliance with the MA Scheme as agreed with the Council as soon as reasonably practicable.
6. Subject to paragraph 4 of this Schedule the Owners accept that the Council may wish to monitor its compliance with the MA Scheme at reasonable intervals and with this aim the Council will propose a timetable for the Council to review the Owners' (and any Management Company's) performance in relation to the MA Scheme for the Owners' consideration and agreement.
7. To use the Mitigation Areas as Mitigation Areas for the benefit of the Development.

THIRD SCHEDULE

Active Travel Contribution and Highways Contribution

1. To pay to the Council the Highways Contribution and the Active Travel Scheme Contributions prior to first Occupation

FOURTH SCHEDULE

Council's obligations

1. To repay to the payer the Highways Contribution and the Active Travel Scheme Contribution or any unspent part of either after 5 years of the date they were paid upon request from either of the Owners

ANNEX A – Plans

Plan 1

Plan 2

ANNEX B – draft Planning Permission

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	MRS EMILY ARMSTRONG	Reference	P/2023/0280
Agent	RICHARD PURSER PLAN RED LTD MR 11TH FLOOR PLAN RED LTD 11TH FLOOR 3 PICCADILLY PLACE MANCHESTER M1 3BN	Date Received	12/04/2023
		Decision Date	DRAFT

Town and Country Planning Act, 1990

Location of Application

LAND OFF BRYN LANE, WREXHAM INDUSTRIAL ESTATE, WREXHAM, LL13 9UT

Description of Application

CANIATAD CYNLLUNIO HYBRID (A) CANIATAD AMLINELLOL (HOLL FATERION WEDI EU CADW'N OL AC EITHRIO MYNEDIAD) AR GYFER CODI HYD AT 3 WARWS AC UNED DOSBARTHU (DEFNYDDIO DOSBARTH B8) A (B) CANIATAD CYNLLUNIO LLAWN AR GYFER DYMCHWEL, MYNEDIAD, GWAITH CLODDI, DRAENIO, TIRLUNIO, PARTH ECOLEG A MESURAU LLINIARU ECOLEGOL CYSYLLTIEDIG, A GWAITH ATEGOL / HYBRID PLANNING PERMISSION (A) OUTLINE PERMISSION (ALL MATTERS RESERVED EXCEPT FOR MEANS OF ACCESS) FOR ERECTION OF UP TO 3 WAREHOUSE AND DISTRIBUTION UNITS (USE CLASS B8) AND (B) FULL PLANNING PERMISSION FOR DEMOLITION, MEANS OF ACCESS, EARTHWORKS, DRAINAGE, LANDSCAPING, ECOLOGY ZONE AND RELATIVE ECOLOGICAL MITIGATION MEASURES, AND ANCILLARY WORKS

In reaching this decision the Council has had regard to the following relevant policies:

National Policies and Technical Advice Notes (TAN):

Future Wales: The National Plan 2040
Planning Policy Wales (Edition 12, 2024)
TAN 5 – Nature Conservation & Planning
TAN 11 – Noise
TAN 12 – Design
TAN 15 – Development & Flood Risk
TAN 18 – Transport

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant MRS EMILY
ARMSTRONG

Reference P/2023/0280

Agent RICHARD PURSER
PLAN RED LTD MR
11TH FLOOR
PLAN RED LTD
11TH FLOOR
3 PICCADILLY PLACE
MANCHESTER
M1 3BN

Date Received 12/04/2023

Decision Date DRAFT

TAN 23 – Economic Development
TAN 24 – The Historic Environment

Wrexham Local Development 2013 – 2028:

DM1- Development Management Considerations
EM1- Protection of Existing Employment Land
MW1 - Minerals Safeguarding
MW5 - Sustainable Waste Management
NE1 - International and National Nature Conservation Designations
NE2 - Local Designations for Nature Conservation and Geological Importance
NE3 -Trees, Woodlands and Hedgerows
NE6 - Waste Water Treatment and River Water Quality
SP8 - Economic Growth, Employment and Enterprise
SP9 - Wrexham Industrial Estate
SP11 - Transport and Accessibility
SP12 - Design Principles & Masterplanning Framework
SP13 - Health and Wellbeing
SP14 - Natural Environment
SP15 - Historic and Cultural Environment
SP17 - Sustainable Waste Management
SP18 - Climate Change
SP19 - Green Infrastructure
SP2 - Location of Development
SP5 - Planning Obligations
T1 - Managing Transport Impacts
T2 - Active Travel
T3- Passenger Transport

Revision	Date	Description of Decision
----------	------	-------------------------

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant MRS EMILY
ARMSTRONG

Reference P/2023/0280

Agent RICHARD PURSER
PLAN RED LTD MR
11TH FLOOR
PLAN RED LTD
11TH FLOOR
3 PICCADILLY PLACE
MANCHESTER
M1 3BN

Date Received 12/04/2023

Decision Date DRAFT

0	-	DRAFT
---	---	-------

Particulars of decision: GRANTED subject to the following conditions:

CONDITIONS PURSUANT TO THE OUTLINE PLANNING PERMISSION:

1. Details of the appearance, landscaping, layout and scale (hereinafter called the "reserved matters") for the part of the development on the 13.9 ha area of land which will contain the B8 units, to include an internal estate road, car parking and service yards and ancillary uses / areas associated with each unit, shall be submitted to and approved in writing by the local planning authority before that part of the development begins, other than site preparation and works associated with great crested newt translocation, and the development shall be carried out as approved.
2. Any application for approval of the reserved matters shall be made to the Local Planning Authority not later than three years from the date of this permission.
3. The development shall begin either before the expiration of five years from the date of this permission or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	MRS EMILY ARMSTRONG	Reference	P/2023/0280
Agent	RICHARD PURSER PLAN RED LTD MR 11TH FLOOR PLAN RED LTD 11TH FLOOR 3 PICCADILLY PLACE MANCHESTER M1 3BN	Date Received	12/04/2023
		Decision Date	DRAFT

4. Any development within the 13.9 ha area of land identified on hereby approved drawing Proposed 3 Unit Site Plan, reference 1204-02-001-rev P4, shall be brought forward for reserved matters in accordance with the following parameters:
- a) The approved use shall be for warehouse and distribution in Use Class B8, including ancillary office use, support services and facilities;
 - b) No more than three warehouse and distribution units to be provided;
 - c) A maximum combined floorspace (GIA) of 93,019 sqm;
 - d) A maximum height to ridgeline above adjacent ground level of 25 metres;
 - e) A maximum height to haunch above adjacent ground level of 20 metres;
 - f) A maximum car parking provision for 654 vehicles;
 - g) A minimum provision of 10% of all car parking spaces to be provided with EV charging capabilities.

In pursuance of its powers under the Acts an Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	MRS EMILY ARMSTRONG	Reference	P/2023/0280
Agent	RICHARD PURSER PLAN RED LTD MR 11TH FLOOR PLAN RED LTD 11TH FLOOR 3 PICCADILLY PLACE MANCHESTER M1 3BN	Date Received	12/04/2023
		Decision Date	DRAFT

5. Any application for the approval of reserved matters shall be accompanied by the following information for approval in writing by the Local Planning Authority:
- Floorplans, roof plan, elevations and cross-sections in two planes for any building;
 - Details of external materials and finishes;
 - Details of any low or zero carbon technologies to be used in the construction and potential future operation of any building;
 - Details of finished floor levels;
 - Details of total floorspace (GIA) for any building;
 - Details of parking and servicing arrangements for any building;
 - Access and movement strategy for ingress and egress of pedestrians and vehicles for any building and its demise;
 - Details of any on-site waste management relevant to any building or use therein, including waste recycling;
 - Details of any external lighting;
 - Details and arrangement of any required external plant, extract ventilation and flues; and
 - Landscaping plan for all areas within the demise of the building(s), including private and publicly accessible areas and access.

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant MRS EMILY
ARMSTRONG

Reference P/2023/0280

Agent RICHARD PURSER
PLAN RED LTD MR
11TH FLOOR
PLAN RED LTD
11TH FLOOR
3 PICCADILLY PLACE
MANCHESTER
M1 3BN

Date Received 12/04/2023

Decision Date DRAFT

The development of any phase of plot shall be carried out in accordance with the approved details.

6. No development shall take place until details of the phasing of the development have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the agreed phasing scheme.

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	MRS EMILY ARMSTRONG	Reference	P/2023/0280
Agent	RICHARD PURSER PLAN RED LTD MR 11TH FLOOR PLAN RED LTD 11TH FLOOR 3 PICCADILLY PLACE MANCHESTER M1 3BN	Date Received	12/04/2023
		Decision Date	DRAFT

7. Any application for the approval of reserved matters for any phase shall be accompanied by details of measures designed to prevent the accidental capture/killing of newts (amphibians) during operational phases of the scheme (i.e. post construction). This is essentially the installation and maintenance of an amphibian friendly surface water management system that does not include gully pots (or other similar features);
- i. Details of timing, phasing and duration of construction activities and conservation measures
 - ii. Timetable for implementation demonstrating that works are aligned with the proposed development
 - iii. Ecological Compliance Audit, including key performance indicators
 - iv. Persons responsible for implementing the works
 - v. Post construction monitoring and record dissemination for a period of not less than 25 years. All ponds to be added to the Wales Great Crested Newt Monitoring Scheme, (see Cofnod with individuals/bodies being identified as being responsible for monitoring and reporting works. Methodology shall include annual [or biennial] abundance counts and Habitat Suitability Index (HSI) assessments. Each water body shall be individually numbered on site. In respect of biennial surveillance, frequency of monitoring visits shall be increased in the event of fish and or aquatic invasive non-native species are detected; and

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant MRS EMILY
ARMSTRONG

Reference P/2023/0280

Agent RICHARD PURSER
PLAN RED LTD MR
11TH FLOOR
PLAN RED LTD
11TH FLOOR
3 PICCADILLY PLACE
MANCHESTER
M1 3BN

Date Received 12/04/2023

Decision Date DRAFT

vi. Post construction monitoring plan. Monitoring plan to include submission of a biosecurity risk assessment.

The development of each phase shall be carried out in accordance with the relevant approved details.

8. No development shall take place until full details of an Ecological Clerk of Works for the duration of the construction works of that phase have been submitted to and approved in writing by the Local Planning Authority. Development of the relevant phase shall thereafter be carried out in strict accordance with the approved details.
9. No development shall take place until an Ecological Compliance Plan (ECP) relevant to that phase has been submitted to and approved in writing by the Local Planning Authority. The ECP shall include details of key performance indicators, details of project auditing by an independent ecologist and on-going liaison meetings with external organisations. Development of the relevant phase shall thereafter be carried out in strict accordance with the approved details.

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	MRS EMILY ARMSTRONG	Reference	P/2023/0280
Agent	RICHARD PURSER PLAN RED LTD MR 11TH FLOOR PLAN RED LTD 11TH FLOOR 3 PICCADILLY PLACE MANCHESTER M1 3BN	Date Received	12/04/2023
		Decision Date	DRAFT

10. No development on any phase shall commence until a detailed Arboricultural Method Statement, for that phase, has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in strict accordance with Method Statement as is approved. The Method Statement shall include the following:
- A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
 - A Tree Protection Plan showing the location of the trees to be removed and retained with their crown spreads, Root Protection Areas, Construction Exclusion Zones, and location of protective fencing and ground protection measures accurately plotted;
 - A full specification for any access, driveway, path, underground services or wall foundations within retained tree Root Protection Areas or Construction Exclusion Zone, including any related sections and method for avoiding damage to retained trees;
 - Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
 - Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant MRS EMILY
ARMSTRONG

Reference P/2023/0280

Agent RICHARD PURSER
PLAN RED LTD MR
11TH FLOOR
PLAN RED LTD
11TH FLOOR
3 PICCADILLY PLACE
MANCHESTER
M1 3BN

Date Received 12/04/2023

Decision Date DRAFT

- Method for protecting retained trees during demolition works;
and
- Details of all proposed tree works, including felling and pruning.

11. Prior to its installation, details of all external lighting on any phase shall be submitted to and agreed in writing by the Local Planning Authority in a Lighting Plan. The Lighting Plan shall include:

- Details of the siting and type of external lighting to be used;
- Drawings setting out light spillage in key sensitive areas;
- Light modelling images to present the night time effects of lighting on building elevations and ground surfaces from key viewpoints;
- Measures to reduce light spillage onto foraging habitats for bats;
- Details of lighting to be used both during construction and operation; and
- Measures to monitor light spillage once development is operational.

All external lighting on-site within the relevant phase shall be installed and operated in strict accordance with the approved Lighting Plan.

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	MRS EMILY ARMSTRONG	Reference	P/2023/0280
Agent	RICHARD PURSER PLAN RED LTD MR 11TH FLOOR PLAN RED LTD 11TH FLOOR 3 PICCADILLY PLACE MANCHESTER M1 3BN	Date Received	12/04/2023
		Decision Date	DRAFT

12. Any vegetation clearance must be undertaken outside the bird nesting season (March to August inclusive), unless a detailed bird nesting survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing with the Local Planning Authority.
13. The rating level of any noise generated by reason of this development shall not exceed the pre-existing background level at any time. The noise levels shall be determined at nearby noise sensitive premises, and measurements and assessment shall be made in accordance with BS4142:2014 Methods for Rating and Assessing Industrial and Commercial Sound.
14. No phase of development shall take place until an appropriate Vibration Management Scheme has been submitted to, and approved in writing by, the Local Planning Authority for that phase. Guide values for vibration levels shall not exceed those outlined in Table 1 of BS 7385-2:1993 (Evaluation and Measurement for Vibration in Buildings — Part 2: Guide to damage levels from ground-borne vibration). The vibration mitigation measures as are approved shall be fully implemented for the entire duration of the construction of the relevant phase and, the results from monitoring undertaken for the purpose of compliance with this condition shall be made available to the Local Planning Authority upon written request.

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant MRS EMILY
ARMSTRONG

Reference P/2023/0280

Agent RICHARD PURSER
PLAN RED LTD MR
11TH FLOOR
PLAN RED LTD
11TH FLOOR
3 PICCADILLY PLACE
MANCHESTER
M1 3BN

Date Received 12/04/2023

Decision Date DRAFT

15. No phase of development shall take place until an appropriate Dust Management Scheme for that phase has been submitted to, and approved in writing by, the Local Planning Authority for that phase. The approved dust mitigation measures shall be fully implemented for the entire duration of the construction of the relevant phase.

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	MRS EMILY ARMSTRONG	Reference	P/2023/0280
Agent	RICHARD PURSER PLAN RED LTD MR 11TH FLOOR PLAN RED LTD 11TH FLOOR 3 PICCADILLY PLACE MANCHESTER M1 3BN	Date Received	12/04/2023
		Decision Date	DRAFT

16. No development on any phase shall take place until a Construction Environment Management Plan (CEMP) for that phase has been submitted to, and approved in writing by, the Local Planning Authority. The CEMP shall include the following details:
- i) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
 - ii) details of site compound facilities and layout;
 - iii) wheel washing facilities;
 - iv) measures to control and mitigate the emission of smoke, other airborne pollutants and dirt during construction;
 - v) a scheme for recycling/disposing of waste resulting from construction works;
 - vi) hours of construction;
 - vii) construction phase site lighting;
 - viii) odour management and mitigation;
 - ix) diesel and oil tank storage areas and bunds;
 - x) how the developer proposes to accord with the Considerate Constructors Scheme (www.considerateconstructorsscheme.org.uk) during the course of the construction of the development; and