

21 February 2024

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**

relating to land at Community Centre, Kingsley
Circle, Eaton Drive, Wrexham LL13 9HG

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

WALES & WEST HOUSING ASSOCIATION LIMITED (2)

and

THE WELSH MINISTERS (3)

Linda Roberts
Chief Officer Governance and Customer
Guildhall
Wrexham
LL11 1AY
Ref: ECW/WCBC-048212

DATE 21 February 2024

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham LL11 1AY ("Council") and
- (2) **WALES & WEST HOUSING ASSOCIATION LIMITED** a registered society within the meaning of the Co-operative and Community Benefit Societies Act 2014 incorporated in England (registration number 21114R) whose registered office address is at Archway House, 77 Parc Ty Glas, Llanishen, Cardiff CH14 5DU ("the Owner")
- (3) **THE WELSH MINISTERS** of Crown Building, Cathays Park, Cardiff CH10 3NQ ("the Mortgagee")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of the TCPA 1990 for the area within which the property described in the First Schedule is situate
- (2) The Owner is the freehold owner of the Site registered at HM Land Registry with title numbers CYM442039 and CYM749622
- (3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- (4) The Council resolved at its meeting on 06 November 2023 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:

"Application"	the application for full planning permission dated 25 October 2021 submitted to the
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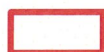


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HEAD OF ECONOMY AND PLANNING
PLANNING DEPARTMENT
LAMPBIT STREET
WREXHAM
LL11 1AR

13 NOVEMBER 2023
SCALE 1:1250
SJ3550

Town and Country Planning Act 1990 **Section 106 Obligation**



P/2021/1037
COMMUNITY CENTRE
KINGSLEY CIRCLE, EATON DRIVE
WREXHAM



Council for the Development and allocated reference number P/2021/1037

"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the TCPA 1990) 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 consisting as set out in the Application
"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
"Material Operation"	means a material operation as defined in Section 56 subsection 4(a) to (e) of the TCPA 1990 to implement the Planning Permission save for those operations contained in the definition of "Commencement of Development" contained in this Deed
"Occupation"	use of a Unit for residential use but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or

	occupation in relation to security operations and Occupied shall be construed accordingly
"Plan"	the Plan attached to this Deed
"Planning Permission"	the full planning permission subject to conditions to be granted by the Council pursuant to the Application in the draft form attached as the Fourth Schedule
"Practical Completion"	means the issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note
"Off Site Public Open Space Contribution"	means the sum of £18,000.00 (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council and expended by the Council in accordance with the provisions of the Second Schedule
"Site"	the land subject to this Deed as shown edged red on the Plan and more particularly described in the First Schedule
"TCPA 1990"	the Town and Country Planning Act 1990
"Units"	means the residential units comprised in the Development and "Unit" shall be construed accordingly
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
"Working Day"	any day which is not a Saturday, Sunday, a bank holiday or a public holiday in Wales.

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 the successors to its respective statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the TCPA 1990, 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 Owner under this Deed create planning obligations pursuant to Section 106 of the TCPA 1990 and are enforceable by the Council as local planning authority against the Owner.

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, 7.1, 7.3, 9, 10, 14, 15 and 17 (notice of commencement of development, legal costs, local land charge, mortgagee's consent, change in ownership, jurisdiction, delivery and governing law) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council on behalf of themselves and their successors in title to the Site (but subject always to clause 7.8 of this Deed) to comply with the obligations set out in the Second Schedule.

- 5.2 The Owner shall serve on the Council a notice of Commencement of Development not less than one calendar month before Commencement of Development.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Third Schedule.

7 MISCELLANEOUS

- 7.1 The Owner 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 £1,000.00.

- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

- 7.3 This Deed shall be registrable as a local land charge by the Council.

- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner 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.

- 7.5 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.

- 7.6 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.

- 7.7 This Deed 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 Owner) 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 TCPA 1990 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.

7.8 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.

7.10 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.

8 WAIVER

No waiver (whether expressed or implied) by the Council or Owner 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 Owner 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 Owner 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 Owner.

10 CHANGE IN OWNERSHIP

The Owner agrees 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) together with the area of the Site or unit of occupation purchased by reference to a plan.

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 ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due the Owner shall pay the Council Interest on that amount. This Interest will accrue on a daily basis for the period from the due date to and including the date of payment.

13 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

14 JURISDICTION

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

15 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.

16 NOTICES

16.1 Any notice or other communication to be given under this Deed must be in writing and must be:

(a) delivered by hand; or

(b) sent by pre-paid first class post or other next working day delivery service.

16.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

(a) to the Council at Guildhall Wrexham LL11 1AY marked for the attention of the Chief Officer Economy and Planning; and

(b) to the Owner at its registered address

or as otherwise specified by the relevant party by notice in writing to each other party.

16.3 Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

- 16.1 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17 GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18 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 TCPA 1990 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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

FIRST SCHEDULE

Description of the Site

Land at Community Centre, Eaton Drive, Wrexham LL13 9HG comprising the following titles:-

1. The Kingsley Circle Community Centre, Eaton Drive, Wrexham LL13 9BP registered at the Land Registry under title number CYM442039 and
2. Land adjoining The Kingsley Circle Community Centre, Eaton Drive, Wrexham LL13 9BP registered at the Land Registry under title number CYM749622.

SECOND SCHEDULE

Owner's Covenants – Off Site Public Open Space Contribution

1. Prior to Occupation of the 1st Unit of the Development the Owner shall pay the Off Site Public Open Space Contribution to the Council.
2. This payment shall be in lieu of any requirement upon the Owner to provide for Public Open Space within the Site, and shall be used for the maintenance of the circular perennial wildflower meadow within the public open space on land owned by the Council to the north of the Site.

THIRD SCHEDULE

Council's covenants – Discharge of obligations

1. The Council covenants with the Owner to use the Off Site Public Open Space Contribution received from the Owner under the terms of this Deed for the purpose specified in this Deed for which it is paid.
2. The Council covenants with the Owner that it will repay the Owner such amount of any of the Off Site Public Open Space Contribution made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within 10 years of the date of receipt by the Council of the final payment in accordance with the provisions of the Second Schedule hereto together with Interest from the date of the payment to the date of refund.

FOURTH SCHEDULE

Draft planning permission



EXECUTED as a DEED by affixing
THE COMMON SEAL of
WREXHAM COUNTY BOROUGH COUNCIL

in the presence of:-


Chief Officer Governance and Customer



29/24

EXECUTED as a Deed by WALES & WEST
HOUSING ASSOCIATION LIMITED and
signed by a Director and the Secretary or
two Directors *ACTING BY:*


Director *AUTHORISED SIGNATORY*


Secretary/Director
AUTHORISED SIGNATORY

EXECUTED as a Deed by applying the seal
of THE WELSH MINISTERS. The application
of the seal of The Welsh Ministers is
AUTHENTICATED by *JACQUELYN MARY REES VME*
COMMERCIAL PROPERTY LAWYER
who is duly authorised for that purpose by the
Director of Legal Services by authority of The
Welsh Ministers under section 90(2) of the
Government of Wales Act 2006

J M Rees



63/24

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	MR GARY COOK	Code Number	WRC P/2021/1037
Agent	MR GARY COOK WALES AND WEST HOUSING LIMITED TY DRAIG ST DAVIDS PARK EWLOE CH5 3DT	Date Received	25/10/2021
		Decision Date	

Town and Country Planning Act, 1990

Location of application

COMMUNITY CENTRE, KINGSLEY CIRCLE, EATON DRIVE, WREXHAM, LL13 9HG

Description of application

CHODI BLOC O 18 O FFLATIAU, MYNEDFA GOFODAU PARCIO /
ERECTION OF A BLOCK OF 18 APARTMENTS, ACCESS AND PARKING

In reaching this decision the Council has had regard to the relevant policies in the Wrexham Unitary Development Plan which are as follows:-

CLF5	Open space requirements from new residential developments
EC4	Hedgerows, Trees and Woodland
EC6	Biodiversity Conservation
GDP1	Development objectives
PS1	Settlement limits
PS2	Development and the environment
PS3	Brownfield Land
PS4	Settlement Pattern
T8	Parking

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision that permission be GRANTED
Subject to the following:-

Condition(s)

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.

Applicant	MR GARY COOK	Code	WRC P/2021/1037
Agent	MR GARY COOK WALES AND WEST HOUSING LIMITED TY DRAIG ST DAVIDS PARK EWLOE CH5 3DT	Number Date Received	25/10/2021
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2. The development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered EDW-TACP-PS-XX-DR-A-704-P09, EDW-TACP-PB-ZZ-DR-A-202-P09 and EDW-TACP-PB-XX-DR-A-102-P011, and as contained within the application documentation.
3. Prior to their use on the development samples of all external facing and roofing materials shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in strict accordance with such details as are approved.
4. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating how foul water will be dealt with has been submitted to and approved in writing by the Local Planning Authority. The scheme as approved shall be implemented in accordance with a timescale to be agreed as part of the submitted details and maintained thereafter.
5. No part of the development shall commence until a Construction Management Plan including provisions for contractor parking and builders' compound has been submitted to and approved in writing by the Local Planning Authority. The Plan shall be implemented for the duration of the construction phase
6. No part of the development shall commence until full details of the proposed retaining walls have been submitted to, and approved in writing by, the Local Planning Authority. The development shall only be carried out in strict accordance with such details as approved.
7. Within three months of commencement of development, full details of a hard and soft landscaping scheme, to include a scheme of tree planting, together with a timescale for implementation of works shall be submitted for the written approval of the Local Planning Authority. Landscaping shall undertaking in strict accordance with the approved scheme.
8. The landscape and planting schemes implemented in connection with condition no. 8 and shall be permanently retained. Any planting which becomes severely damaged or seriously diseased, or is in poor physiological condition and/or are removed without the written permission of the Local Planning Authority shall be replaced within the next available planting season by trees or shrubs of similar size and species to those originally required to be planted.

Applicant	MR GARY COOK	Code	WRC P/2021/1037
Agent	MR GARY COOK WALES AND WEST HOUSING LIMITED TY DRAIG ST DAVIDS PARK EWLOE CH5 3DT	Number Date Received	25/10/2021
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9. No part of the development shall commence until a scheme for the provision of affordable housing as part of the proposed development has been submitted to and approved in writing by the Local Planning Authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex B of TAN2 or any future guidance that replaces it. The scheme shall include:
 - i. the numbers, type, tenure and location on the site of the affordable housing provision to be made which shall consist of not less than 30 % of the dwellings to be built;
 - ii. the timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
 - iii. the arrangements for the transfer of the affordable housing to an affordable housing provider/the long term management of the affordable housing;
 - iv. the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and
 - v. the occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.
10. With the exception of those shown on the approved plan and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification) no windows or other openings shall be inserted in any elevation of the building.
11. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification), any window or opening in the elevations facing north east at first and second floor levels, or south west at ground, first and second floor levels, shall only be glazed or re-glazed using obscure glass and are no opening below a height of 1.7m above the floor level of the room in which it is installed. The windows or openings shall thereafter be retained in accordance with these requirements.

Applicant	MR GARY COOK	Code	WRC P/2021/1037
Agent	MR GARY COOK WALES AND WEST HOUSING LIMITED TY DRAIG ST DAVIDS PARK EWLOE CH5 3DT	Number Date Received	25/10/2021
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12. Prior to first use of the development hereby permitted the vehicular access shall provide visibility splays of 2.4 metres x 25 metres in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction in excess of 1 metre in height above the level of the nearside edge of the adjoining carriageway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.
13. The vehicular parking and turning areas as shown on approved drawing no. EDW-TACP-PS-XX-DR-A-704-P09 shall be fully laid out / marked with white lining materials, surfaced and drained prior to first occupation of the development hereby permitted. These areas shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of vehicles at all times.
14. No part of the development shall commence until a plan to provide net benefit for biodiversity (NBB) i.e. a better outcome than if the site was left undeveloped has been submitted to, and approved in writing by, the Local Planning Authority. The measures shall be implemented in full, prior to first occupation of the development hereby permitted, and thereafter maintained for the lifetime of the development.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To comply with section 71ZA (2) of the Town and Country Planning Act 1990.
3. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
4. To ensure satisfactory drainage of the site and to avoid flooding in accordance with Policies GDP1 and EC13 of the Wrexham Unitary Development Plan.
5. In the interests of highway safety in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
6. To enable the control of matters not detailed in the application in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

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7. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
8. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies GDP1 and PS2 of the Wrexham Unitary Development Plan.
9. To secure the provision of affordable housing in accordance with LDP policy H2.
10. To protect the amenities of the occupiers of nearby properties in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
11. To protect the amenities of the occupiers of nearby properties in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
12. To ensure that adequate visibility is provided at the proposed point of access to the highway in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.
13. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety in accordance with Policies GDP1 and T8 of the Wrexham Unitary Development Plan
14. To ensure the development delivers net benefit to biodiversity in accordance with paragraph 6.4.5 of Planning Policy Wales 11.

Note(s) to applicant

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:
www.gov.uk/government/organisations/the-coal-authority

The permission hereby granted does not authorise encroachment upon, or interference with, the adjoining property.

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You are advised that building work which involves work on an existing wall shared with another property, building on the boundary with a neighbouring property or excavating near a neighbouring building may require the separate consent of the neighbour under the provisions of the Party Wall Act. If you require further information or advice please contact the Building Control Section on 01978 292050.

The proposed scheme should be constructed to a standard suitable for adoption by the Council for future maintenance at the public expense and the developer will need to enter into an agreement with the Council under s.38 / 278 of the Highways Act 1980. You are advised that the Highway Authority will require such works to be completed to their satisfaction before they will formally adopt the relevant Highway works for public use and to be maintained at public expense. This will include the provision of a bond to cover the estimated value of such works. The appropriate fees will become due to the Council when the Highways Authority approve the proposed works to be carried out.

There are existing sections of adopted highway passing through the development site. These sections of adopted highway / footway will need to be stopped up by the applicant prior to the commencement of any development. The applicant will be required to apply for consent to the Welsh Government to stop up this section of adopted highway under the Town and Country Planning Act 1990 - Section 247.

Any additional lighting columns / re-location of existing columns at the development site and connecting footways will need to be agreed with our Street Lighting Section - contact Paul Rogers on Tel: 01978 729673.

The applicant is advised that compliance with condition no. 25 does not provide an exemption from the statutory noise nuisance provisions of the Environmental Protection Act 1990. Any complaints received relating to noise from the development during the permitted hours may still be investigated using the Council's Standardised Procedure for Dealing with Noise Nuisance Complaints and legal action may be taken where appropriate.

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The Applicant is advised that under the dust from construction and / or demolition activities can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that any dust nuisance is abated, and failure to comply with the requirements of the notice can result in prosecution. The applicant should contact the Council's Environmental Health & Housing Standards Team on healthandhousing@wrexham.gov.uk or 01978 292040 for further advice and information.

Burning of waste generated from construction activities is not considered to be an appropriate method of disposal and action may be taken as follows:

- Under the Environmental Protection Act 1990 anyone found disposing of construction site waste by burning is likely to be in breach of their duty of care with regard to waste disposal;
- Under the same Act an abatement notice may be served where smoke is judged to be causing a nuisance to neighbouring properties. Failure to comply with the requirements of the notice can result in prosecution;
- Under the Clean Air Act 1993 it is an offence for a commercial activity to burn anything that gives rise to dark smoke.

To prevent offences under the above named Acts there should be no bonfires on the site, to include the prohibition of the burning of cleared vegetation. The applicant should contact the Council's Environment and Planning Department on 01978 315300 for further advice and information.

This permission is granted subject to the above conditions. Some conditions may require your attention prior to you carrying out any work on the proposal. These conditions are known as ""conditions precedent"". You should be aware that it is important that you comply with any ""conditions precedent"". If you do not, then any work you undertake on the development subject of this permission would not have planning permission.

You must comply with your duties in section 71ZB (notification of initiation of development and display of notice: Wales) of the Town and Country Planning Act 1990. The duties in that section include the following:

* Notice of initiation of development

Before beginning any development to which this planning permission relates, notice must be given to the Local Planning Authority in the form set out in Schedule 5A to the Town and Country Planning (Development Management

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Procedure) (Wales) Order 2012 or in a form substantially to the like effect. The forms set out the details that must be given to the Local Planning Authority to comply with this duty.

*** Display of notice**

The person carrying out development to which this planning permission relates must display at or near the place where the development is being carried out, at all times when it is being carried out, a notice of this planning permission in the form set out in Schedule 5B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 or in a form substantially to the like effect. The form sets out the details that the person carrying out development must display to comply with this duty.

The person carrying out development must ensure that the notice is:

- a) Firmly affixed and displayed in a prominent place at or near the place where the development is being carried out;
- b) Legible and easily visible to the public without having to enter the site; and
- c) Printed on durable material. The person carrying out development should take reasonable steps to protect the notice (against it being removed, obscured or defaced) and, if need be, replace it.

Following the commencement of Schedule 3 of the Flood and Water Management Act, the works as proposed are required to obtain approval from the SuDS Approving Body (SAB) prior to commencement of those construction works. Further details of the SAB, the new national standards, the pre-application advice service and the application for approval process can be found on the Wrexham CBC's SAB webpage:

https://www.wrexham.gov.uk/english/planning_portal/sab/sab.htm or by contacting the SAB Team directly at SAB@wrexham.gov.uk

Detailed advice has been issued by Natural Resources Wales (NRW) which is available on the Council's planning applications website.

Applicant MR GARY COOK

Code WRC P/2021/1037

Agent MR GARY COOK
WALES AND WEST
HOUSING LIMITED
TY DRAIG
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EWLOE
CH5 3DT

Number
Date
Received

25/10/2021

Decision
Date



David Fitzsimon
Prif Swyddog Yr Economi a Chynllunio
Chief Officer Economy and Planning

Refer to Statement of Applicant's Rights and General Information on our planning web site at:-

http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm

DRAFT