

DATED 31st March

2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

CLWYD ALYN HOUSING ASSOCIATION LIMITED (2)

and

THE WELSH MINISTERS (3)

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of Land South of Bentley Place Rivulet Road Wrexham

T Coxon
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY

LL/10007435

THIS AGREEMENT is made on the 31st day of March 2016

BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL1 1AY ("the Council"); and
- (2) **CLWYD ALYN HOUSING ASSOCIATION LIMITED** (Company registration number 22360R) whose registered office is at 72 Ffordd William Morgan St Asaph Business Park St Asaph Denbighshire LL17 0JD ("the Owner");
- (3) **THE WELSH MINSTERS** whose registered office is at Welsh Government Crown Building Cathays Park Cardiff CF10 3NQ ("the Mortgagee").

RECITALS

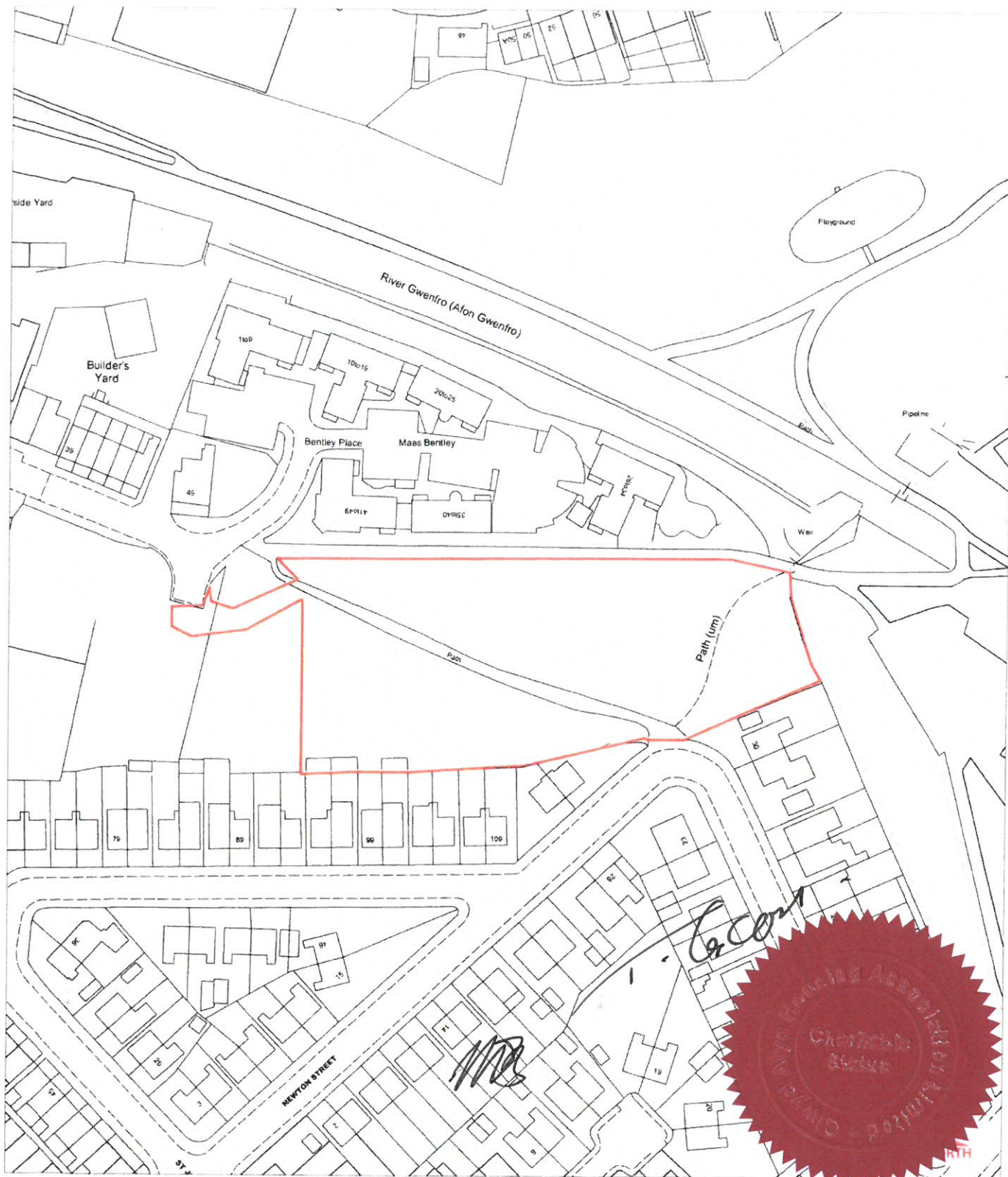
- (A) The Council is the local housing authority and the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area in which the Land is situated.
- (B) The Owner is the owner of the freehold interest in the Land registered at the Land Registry under Title Number CYM336976 subject to a mortgage in favour of the Mortgagee but otherwise free from encumbrances.
- (C) The Owner has submitted the Planning Application to the Council for the Development of the Land.
- (D) The Mortgagee is the registered proprietor of the charge dated 13 May 2015 referred to in entry numbers 3 & 4 of the charges register of Title number CYM336976 and has agreed to enter into this deed to give its consent to the terms of this deed.
- (E) The Council has resolved to grant the Planning Permission subject to this Agreement being entered into prior to the granting of the Planning Permission to secure a contribution to educational facilities and the provision of public open space and Affordable Housing without which the Planning Permission would not be granted
- (F) The parties have agreed to enter into this Agreement in order to secure the objectives referred to in (E) above

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

In this document unless the contrary intention appears the following terms shall have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 as amended
"Affordable Housing"	means subsidised housing which will be available to Eligible Persons as Social Rented Housing Units
"Affordable Housing Disposal"	means a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL
"CDM Regulations"	means the Construction (Design and Management) Regulations 2007 including any modification extension or re-enactment of them or any other regulations of a similar nature in force at any time during the course of the Development
"Commencement of Development"	means the carrying out on the Land of any Material Operation
"Contributions"	means the Education Contribution, Playing Fields and Parks Contribution and the Residents Parking Contribution and "Contribution" shall be construed accordingly



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Head of Community Wellbeing and Development
Planning Services
16 Lord Street, Wrexham
LL11 1LG
Telephone 01978 298994.

05/03/2014
Scale 1:1250
SJ 3449

Town & Country Planning Act 1990
Section 106 Obligation



P/2014/0020
Land South of Bentley Place,
Rivulet Road, Wrexham

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREI SIROL
wrecsam

"Development"	means the development of the Land in accordance with the Planning Permission
"Development Requirements"	means: (i) in accordance with the Planning Permission; and (ii) in accordance with current building regulations; and (iii) in accordance with the CDM Regulations
"Dwelling"	means any residential unit (including a house flat or maisonette) constructed on the Land pursuant to the Planning Permission
"Education Contribution"	means the sum of £37,240.00 (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council in accordance with the provisions of Clause 2 to the Second Schedule
"Eligible Person"	means a person as defined in Part 2 of the Second Schedule hereto
"Implementation Notice"	means the notice to be served in writing by the Owner upon the Council when Commencement of Development has occurred
"Land"	means the land south of Bentley Place Rivulet Road Wrexham and shown edged red on Plan 1 for the purposes of identification only

“LPG27”

means the Council’s Local Planning Guidance Note No. 27 “Developer Contributions to Schools” a copy of which is annexed to this Agreement at Annex 2

“LPG28”

means the Council’s Local Planning Guidance Note No. 28 “Affordable Housing” a copy of which is annexed to this Agreement at Annex 3

“Maintenance Contribution”

means the sum of £2,000.00 per annum for the period of five years to be paid by the Owner to the Council in accordance with the provisions of Clause 5 to the Second Schedule

“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

“Nomination Rights”

- means the right to nominate
- 100% of all initial occupiers of the Units
 - and after that occupiers for 75% of the vacancies arising in the Units for second occupiers and 50% thereafter

“Occupation”

means use of a Dwelling 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

"Occupation Date"

means the date in which a Dwelling is occupied for residential purposes (excluding any use for construction, fitting out or marketing)

"Person in Housing Need"

means a person who cannot afford to rent or buy a home suitable for their needs on the open market

"Plan"

means the plan annexed to this Agreement

"Planning Application"

means the application for planning permission dated 10/10/2014 submitted to the Council for the Development and allocated reference number P/2014/0020

"Planning Permission"

means the grant of planning permission by the Council pursuant to the Planning Application a draft of which is annexed to this Agreement at Annex 1 and any associated reserved matters approval(s)

"Playing Fields and Parks Contribution"

means the sum of £25,000.00 (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 Clause 3 to the Second Schedule

“Residents Parking Contribution”

means the sum of £2,500.00 (indexed in accordance with the provisions on this Deed) to be paid by the Owner to the Council in accordance with the provisions of Clause 4 to the Second Schedule

"RSL"

means a registered social landlord as defined in Part 1 of the Housing Act 1996

“Social Rented Housing”

means housing units let by a registered social landlord to and to be occupied by persons identified in accordance with the Local Lettings Policy at a rental level which complies with the rent benchmarking guidance (from time to time) published by the Welsh Government;

“Units”

means the residential units comprised in the Development.

"Working Days"

means any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

2 INTERPRETATION

- 2.1 A reference in this Agreement to an Act of Parliament or section of such Act or to any order regulation statutory instrument or the like shall include a reference to any replacement modification amendment or re-enactment of the same.

- 2.2 Wording importing the masculine gender includes the feminine and neuter genders and vice versa.
- 2.3 Words in the singular include the plural and vice versa.
- 2.4 Words importing individuals shall be treated as importing firms companies corporations authorities and other bodies and vice versa.
- 2.5 Any heading or side notes are for ease of reference only and shall not affect the construction of this Agreement.
- 2.6 Covenants made hereunder
 - 2.6.1 if made by more than one person are made jointly and severally; and
 - 2.6.2 are to the intent that the same bind whomsoever shall become successor or successors in title to the Land.
- 2.7 Where in this Agreement 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 Agreement.

3 FORMAL REQUIREMENTS

- 3.1 The Council enters into this Agreement in pursuance of its powers under Section 106 of the 1990 Act Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 and all other enabling powers in that regard.
- 3.2 The obligations imposed by this Agreement relate to the Land and are binding on the Owner and its successors in title pursuant to Section 106 of the 1990 Act.
- 3.3 The obligations imposed by this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable as such by the Council as local planning authority without limit of time.
- 3.4 This Agreement is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council.

4 THE OWNER'S COVENANTS

- 4.1 The Owner and the Mortgagee hereby covenants with the Council on behalf of itself and its successors in title to each and every part of the Land to:
 - 4.1.1 comply with the obligations set out in the First Schedule to this Agreement relating to the provision of Affordable Housing.

- 4.1.2 comply with the obligations set out in the Second Schedule to this Agreement relating to the Contributions.
 - 4.1.3 pay to the Council on the signing hereof the sum of two thousand pounds (£2,000.00) in respect of the Council's legal costs for the preparation and execution of this Agreement.
 - 4.1.4 pay to the Council prior to the issue of the Planning Permission the sum of three thousand seven hundred and twelve pounds (£3,712.00) in respect of administration and monitoring fees with regard to the Obligations set out in this Deed.
 - 4.1.5 serve upon the Council (addressed to the Council's Head of Community Wellbeing and Development) the Implementation Notice within 10 Working Days from but not including the date of Commencement of Development.
 - 4.1.6 give to the Council notice in writing of a disposal of its interest in any Affordable Housing Unit and its interest in any part of the Land occurring before all the obligations in this Agreement have been discharged such notice to be given within 10 Working Days of such transfer and giving details of the transferee's full name and usual address (registered office if a company) together with a plan showing the area of the Land transferred.
- 4.2 The Developer is a party to this Agreement in its capacity as purchaser of the Land and by virtue of Section 106 of the 1990 Act acknowledges that it shall be bound by the obligations imposed herein upon its acquisition of the Land.

5 THE COUNCIL'S COVENANTS

- 5.1 The Council covenants with the Owner to:-
- 5.1.1 use any sum paid pursuant to the Obligation for the purpose specified in the Third Schedule hereto.
 - 5.1.2 record: -
 - 5.1.2.1 the date of receipt by the Council of any such sum,
 - 5.1.2.2 the amount so paid
 - 5.1.2.3 the identity of the party from whom the same was received
 - 5.1.3 provide to the Owner such evidence as the Owner shall reasonably require in order to verify the expenditure by the Council of the said sum.

6 THE MORTGAGEE'S CONSENT

- 6.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.
- 6.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

7. AGREEMENTS AND DECLARATIONS

- 7.1 Nothing contained or implied in this Agreement shall prejudice or affect the discretions rights powers duties and/or obligations of the Council in the exercise of its functions as a local authority housing authority and local planning authority and the discretions rights powers duties and/or obligations of the Council under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Land;
- 7.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999 save for the avoidance of doubt it is declared that the planning obligations contained in this deed are enforceable by any successor local planning authority to the Council exercising planning powers under the Act.
- 7.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Land but without prejudice to liability for any subsisting breach arising before parting with that interest or in parting with that interest.
- 7.4 In the event that any difference or dispute arises between the parties in connection with their respective rights duties liabilities or obligations under or by virtue of this Agreement (including sums of money and the construction of this Agreement) then such difference or dispute shall be referred to for

determination by an appropriately qualified independent expert (of not less than ten years standing) experienced in the relevant matter ("the Expert") to be agreed between the parties or in default nominated on the application of any party by the President (or other available officer able to make such appointment) of the Royal Institution of Chartered Surveyors ("RICS") Provided That the provisions of this clause shall not prejudice prevent or delay the right of any party to seek the resolution of any matter relating to this Agreement by the Courts and/or in accordance with Section 106(6) of the 1990 Act.

- 7.5 The expressions "the Owner" "the Council" and "the Mortgagee" shall include their respective successors in title.
- 7.6 If any of the terms obligations and/or covenants in this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Agreement and the remainder of this Agreement or the application of such terms obligations and/or covenants to parties or circumstances other than as to which such terms obligations and/or covenants is held invalid or unenforceable shall not be affected thereby and each of the other terms obligations and/or covenants of this Agreement and the Planning Permission shall be valid and be enforceable to the full extent permitted by law.
- 7.7 Any notice or other written communication shall be validly served if delivered to the relevant party by hand or if sent by ordinary first class post or recorded delivery post:
- 7.7.1 in the case of the Council at the Guildhall Wrexham LL11 1AY or such other address as shall be notified in writing to the Owner from time to time.
- 7.7.2 in the case of the Owner to the addresses given in this Agreement or such other addresses of such parties as may be notified in writing to the Council from time to time.
- 7.7.3 in the case of the Mortgagee to the addresses given in this Agreement or such other addresses of such parties as may be notified in writing to the Council from time to time.
- 7.7.4 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 by an officer or duly authorised signatory.

- 7.8 The provisions of the First Schedule shall not be binding on a mortgagee in possession of an Affordable Housing Unit or a bona fide purchaser for value thereof from such a mortgagee in possession or any receiver appointed by such mortgagee (except a purchaser which is an RSL) **PROVIDED THAT:-**
- 7.8.1 such mortgagee or receiver shall first have used reasonable endeavours over a period of three months in consultation with the Council's Head of Housing, Public Protection and Environment Officer to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Second Schedule; and
- 7.8.2 the Council's Head of Housing, Public Protection and Environment Officer shall have certified in writing (such certification not to be unreasonably withheld or delayed) that they are satisfied that the mortgagee has without success used reasonable endeavours to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Second Schedule, over a three month period.

THE FIRST SCHEDULE

Affordable Housing

Part 1 – General Obligations

1. To design and construct the Affordable Housing Units the Planning Permission, development requirements and the Council's Local Planning Guidance Note No. 28 "Affordable Housing" (annexed at Appendix 3 of this Deed)
2. Not to dispose of the Affordable Housing Units other than to an RSL by way of the Affordable Housing Disposal or to an occupier of an Affordable Housing Unit pursuant to a statutory right for that person to acquire the Affordable Housing Unit.
3. To use the Units only to provide Social Rented Housing or such other tenure of affordable housing approved in writing by the Seller upon the application by the Buyer (the Seller acting in its capacity as local housing authority) as being acceptable to the Seller as a mechanism which provides affordable housing
4. To permit the Seller to exercise the Nomination Rights.
5. Not to use the land on which the Affordable Housing Units are to be constructed for any purpose other than the provision of Affordable Housing in accordance with this Agreement
6. To enter a restriction on the title register of each of the Affordable Housing Units at HM Land Registry in the following terms:-
"no disposition of the Registered Estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of the First Schedule of the Agreement dated _____ 2016 between Wrexham County Borough Council (1) Pennaf Limited (2) The Welsh Ministers (3) have been complied with"

Part 2

Definition of an "Eligible Person"

1. An Eligible Person means a Person in Housing Need identified from the Low Cost Home Ownership Register or the Council's housing waiting list (as appropriate) who:-
 - 1.1 has resided personally or who has had a Close Family Association in the Caia Council Area for a continuous period of one year immediately preceding the proposed Occupation of an Affordable Housing Unit; or
 - 1.2 is in permanent full time employment at a location within the Caia Council Area and has been in such employment for a period of six months immediately preceding the proposed occupation of an Affordable Housing Unit; or

or

 - 1.3 has previously resided in the Caia Council Area for a continuous period of five years; or
 - 1.4 has previously had a Close Family Association in the Caia Council Area for a continuous period of five years; or
 - 1.5 has previously been in employment in the Caia Council Area for a continuous period of five years
2. Provided That if:
 - 2.1 no person meeting the requirements in paragraph 1 above can be identified from the Low Cost Home Ownership Register or the Council's housing waiting list (as appropriate); and
 - 2.2 a period of not less than four weeks has elapsed after an advertisement seeking a person who meets the requirements of paragraph 1 has been placed in a newspaper circulating in the Wrexham locality

then the references in paragraph 1 of this Part to the Wrexham Central – Town Council Area shall be treated as if they included references to the Acton, Bryn Offa, Colliery Road, Crescent Close, Hermitage, Huntroyde, Little Action, Maesgwyn, Maesydre, Meifod Place, Rhosddu, Rhosnesni, (Bronydre, Caia Rd, Cambiran Place) Council Areas any person who satisfies one of the said criteria by virtue of such treatment shall be regarded as an Eligible Person for the purposes of this Agreement

3. Provided Further That where no person who qualifies or who can be regarded as qualifying as an Eligible Person pursuant to paragraph 2 of this Part can be identified from the sources mentioned therein after at least one advertisement has been placed in a newspaper circulating in the locality then after a period of not less than eight weeks the references in paragraph 1 of this Part to the Caia Council area shall be treated as if they included reference to the Wrexham area and any person who satisfies the said criteria by virtue of such treatment shall be regarded as an Eligible Person for the purposes of this Agreement
4. Provided Further That if no applicant qualifies under paragraph 3 above within 12 weeks, then any other person who in the opinion of the RSL or Council (as appropriate) is a Person In Housing Need shall be treated as an Eligible Person

THE SECOND SCHEDULE

Payment of Contributions

1. The Owner shall pay to the Council the Contributions in accordance with this Schedule and for the avoidance of doubt it is acknowledged by the Owner that the obligation to pay such Contributions is not conditional upon receiving any demand, request, invoice or other communications from the Council.

2. Education Contribution

The Owner shall pay the due proportion of the Education Contribution in four equal instalments to the Council on the Occupation of the fifth, tenth, fifteenth and final unit of the 2 bedroomed units at the Development within a period of 14 days of the relevant Occupation Date and the monies paid shall be used by the Council to provide additional primary educational facilities within the Wrexham County Borough for St Giles School.

3. Playing Fields & Parks Contribution

The Owner shall pay the due proportion of the Playing Fields & Parks Contribution in four equal instalments to the Council on the Occupation of the fifth, tenth, fifteenth and final unit of the 2 bedroomed units at the Development and the Contribution shall be used by the Council to purchase play equipment and for maintenance of existing equipment in order to upgrade, enhance and maintain the provision and facilities of playing fields and parks within the local area.

4. Residents Parking Contribution

On Commencement of the Development the Owner shall pay the Residents Parking Contribution to the Council and the monies paid shall be used by the Council to contribute towards a residents' only parking scheme on Rivulet Road Wrexham.

5. Maintenance Contribution

The Owner shall pay the Maintenance Contribution to the Council initially on the Commencement of the Development and then annually thereafter and the monies paid shall be used by the Council to maintain the play equipment purchased or enhanced in respect of the Playing Fields & Parks Contribution.

THIRD SCHEDULE

Discharge of obligations

- 1 The Council covenants with the Owner to use the Playing Fields and Parks Contribution, Education Contribution, Residents Parking Contribution and Maintenance Contribution ("the Contributions") received from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid.
2. The Council covenants with the Owner that it will repay the Owner such amount of the Contributions made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within 5 years of the date of receipt by the Council together with Interest from the date of the payment to the date of refund.

EXECUTED as a DEED on the date specified at the commencement of this Agreement

Executed as a deed by affixing
the Common Seal of
WREXHAM COUNTY BOROUGH COUNCIL
in the presence of:



124/16


.....

Head of Corporate and Customer Services

EXECUTED AS A DEED by
**AFFIXING THE COMMON SEAL OF
CLWYD ALYN HOUSING
ASSOCIATION LIMITED**
in the presence of:



Secretary

9847.

Board Member

EXECUTED AS A DEED
By applying the seal of
THE WELSH MINISTERS

The application of the seal of
The Welsh Ministers is
AUTHENTICATED by

[NEIL BUFFAN, SENIOR LAWYER
who is duly authorised for that purpose
By the Director of Legal Services
under Section 90(2) of the
Government of Wales Act 2006



Signed

Name

NEIL BUFFAN

Job Title

SENIOR LAWYER

ANNEX 1

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	MR ARWYN EVANS PENNAF HOUSING GROUP	Code Number	WRC P/2014/0020
Agent	POWELL DOBSON ARCHITECTS MRS BERNADETTE KINSELLA CHARTERHOUSE LINKS BUSINESS PARK ST MELLONS CARDIFF SOUTH GLAMORGAN CF3 0LT	Date Received	10/01/2014
		Decision Date	

Town and Country Planning Act, 1990

Location of application

LAND SOUTH OF, BENTLEY PLACE, RIVULET ROAD, WREXHAM, LL13 8SQ

Description of application

RESIDENTIAL DEVELOPMENT (50 NO. 1 & 2 BED APARTMENTS) TOGETHER WITH EXTERNAL WORKS AND CAR PARKING

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

EC12	Development and flood risk
GDP1	Development objectives
PS1	Settlement limits
PS2	Development and the environment
T8	Parking

**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.
2. No part of the development shall commence until samples of all external facing and roofing materials 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 are approved.

Applicant	MR ARWYN EVANS PENNAF HOUSING GROUP	Code Number	WRC P/2014/0020
Agent	POWELL DOBSON ARCHITECTS MRS BERNADETTE KINSELLA CHARTERHOUSE LINKS BUSINESS PARK ST MELLONS CARDIFF SOUTH GLAMORGAN CF3 0LT	Date Received	10/01/2014
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3. Details of all boundary means of enclosure shall be submitted, in writing, for the further approval of the Local Planning Authority. The works as approved shall be implemented in accordance with a timescale to be agreed as part of the submitted details and retained thereafter in accordance with the details as approved unless otherwise agreed, in writing, with the Local Planning Authority.
4. All works in relation to the implementation of this permission, including deliveries to and / or leaving the site, shall be undertaken only between the hours of 7.30 and 18.00 Monday to Friday, and 08.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday.
5. No part of the development shall commence until an appropriate Dust Management Scheme has been submitted to and approved in writing by the Local Planning Authority. The dust mitigation measures as are approved shall be fully implemented for the entire duration of the construction phase.
6. Prior to first use of the development on-site vehicular and cycle parking facilities shall be provided in strict accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority. The facilities shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking of vehicles and cycles.
7. No part of the development shall commence until a Construction Management Plan, including provisions for the construction phase and provisions for contractor parking has been submitted to and approved, in writing, by the Local Planning Authority and the plan has been fully implemented and maintained for the duration of the works.
8. Development shall not begin until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved, in writing, by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the completion of the development.
9. No part of the development shall commence until a scheme to deal with potential contamination at the site has been submitted to and approved in writing by the Local Planning Authority. This scheme shall include a phased investigation approach to identify the extent of contamination and any measures required to remediate the site, including post-development monitoring.
10. No part of the development shall be occupied until a Verification Report which demonstrates that the remedial works approved as part of condition no. 9

Applicant	MR ARWYN EVANS PENNAF HOUSING GROUP	Code Number	WRC P/2014/0020
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above have been satisfactorily carried out, has been submitted to and approved in writing by the Local Planning Authority.

11. Within three months of commencement of development, full details of a hard and soft landscaping scheme together with a timescale for implementation of works shall be submitted to and approved in writing by the Local Planning Authority.

12. The hard and soft landscaping scheme approved in connection with condition 11 shall be fully implemented in all respects within the agreed timescale and in strict accordance with the approved scheme.

13. The planting scheme implemented in connection with condition no. 12 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.

14. Prior to the commencement of any site works, full details of the excavation works and means of stabilising the embankment to the rear of the site and timescales for the work shall be submitted to and approved, in writing, by the Local Planning Authority. Works shall only be carried out strictly in accordance with the details and timescales as approved.

15. Details of the hard surfacing, gradients, lighting and the design and structural integrity of any associated retaining walls and the future maintenance of the walls associated with the proposed diverted footpath shall be submitted to and approved, in writing, by the Local Planning Authority. Works shall be carried out in strict accordance with the details as approved and to a timescale to be agreed, in writing, as part of the submitted details.

16. No part of the development shall commence until a noise survey in order to determine noise levels for both day and night has been carried out, and a detailed report of the survey findings together with a detailed scheme of noise attenuation and/or noise insulation measures has been submitted to and approved in writing by the Local Planning Authority. The measures as are approved shall be fully implemented prior to the first occupation / use of the development.

17. Notwithstanding the approved plans, a detailed plan of the proposed access shall be submitted to and approved in writing by the Local Planning Authority. The scheme as approved shall be implemented prior to the first use of the proposed development.

Applicant MR ARWYN EVANS
PENNAF HOUSING
GROUP

Code Number WRC P/2014/0020

Agent POWELL DOBSON
ARCHITECTS
MRS BERNADETTE
KINSELLA
CHARTERHOUSE
LINKS BUSINESS PARK
ST MELLONS
CARDIFF
SOUTH GLAMORGAN
CF3 0LT

Date Received 10/01/2014

Decision Date

18. Notwithstanding the approved plans, prior to the commencement of development, a scheme of measures to protect the privacy of residents utilising rooms on the southern (rear) elevation of Block A and residents on St Johns Road shall be submitted to and approved in writing by the Local Planning Authority. Works shall be carried out strictly in accordance with details as approved prior to the first occupation of Block A and retained thereafter.

19. No land drainage run-off or surface water shall be permitted to discharge or connect to the public sewerage system, either directly or indirectly, and foul and surface water shall be drained separately from the site.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
3. In the interests of nearby residential amenity and the general visual amenities of the area.
4. To protect the amenities of the occupiers of nearby properties.
5. To protect the amenities of the occupiers of nearby properties.
6. To ensure that adequate parking facilities are provided and maintained within the curtilage of the site in the interests of the free flow of traffic, highway safety and the amenities of the locality.
7. In the interests of highway safety and to ensure the proposal does not restrict the amount of parking availability in the vicinity.
8. To prevent the increased risk of flooding.
9. In the interests of the amenities of the future occupants of the buildings.
10. In the interests of the amenities of the future occupants of the buildings.
11. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
12. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
13. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
14. In the interests of the safety of existing residents and future occupiers of the proposed development.

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15. To ensure an accessible footpath for all users.
16. To protect the amenities of the occupiers of nearby properties.
17. To ensure that a properly constructed access is available for use when the development is completed thereby enabling safe and convenient access to and egress from the site in the interests of road users and pedestrians.
18. To protect the privacy of existing residents and future residents of the new development.
19. To protect the integrity of the public sewerage system and prevent hydraulic overloading of the public sewerage system. To protect the health and safety of existing residents and to ensure no detriment to the environment.

Note(s) to applicant

Your attention is drawn to comments of Welsh Water in the attached letter.

Your attention is drawn to comments of Sean Hanratty (Rights of Way Officer, Wrexham Council).

The applicant is advised that compliance with condition no. 4 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.

The applicant is advised that the Council has the option to control construction noise by serving a Control of Pollution Act 1974, Section 60, Notice where deemed necessary, and failure to comply with such a Notice can result in prosecution. For further information and advice regarding construction noise please contact the Council's Housing and Public Protection Department on 01978 315300.

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;

Applicant	MR ARWYN EVANS PENNAF HOUSING GROUP	Code Number	WRC P/2014/0020
Agent	POWELL DOBSON ARCHITECTS MRS BERNADETTE KINSELLA CHARTERHOUSE LINKS BUSINESS PARK ST MELLONS CARDIFF SOUTH GLAMORGAN CF3 0LT	Date Received	10/01/2014
		Decision Date	

- 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 Housing and Public Protection Department on 01978 315300 for further advice and information.

The Applicant is advised that under the Environmental Protection Act 1990, 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 Housing and Public Protection Department on 01978 315300 for further advice and information.

The development site is in close proximity to industrial noise sources and the developer is therefore required to carry out a noise survey in connection with condition no. 16 in order to determine noise levels for both day (0700 - 2300 hours) and night (2300 - 0700 hours) having regard to Planning Guidance (Wales), Technical Advice Note (TAN) 11 - Noise. The report of the noise survey findings shall include:

- a) Noise levels arising from day/night time activities in the vicinity of the proposed development site and the impact upon the proposed accommodation, and
- b) A detailed scheme of noise insulation and / or attenuation measures so designed to safeguard the amenity of the future occupants of the proposed accommodation hereby approved.

Measures to protect privacy in relation to condition 18 could involve selective tree planting.

Applicant MR ARWYN EVANS
PENNAF HOUSING
GROUP

**Code
Number** WRC P/2014/0020

Agent POWELL DOBSON
ARCHITECTS
MRS BERNADETTE
KINSELLA
CHARTERHOUSE
LINKS BUSINESS PARK
ST MELLONS
CARDIFF
SOUTH GLAMORGAN
CF3 0LT

**Date
Received** 10/01/2014

**Decision
Date**



**Officer Appointed for this purpose
Head of Community Wellbeing and Development**

**Refer to the Statement of Applicant's Rights and General Information enclosed or
refer to the following link:-**

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

DRAFT

ANNEX 2

LPG27



Developer Contributions to Schools

This is one of a series of local planning guidance notes designed to amplify policy GDP2 in the Wrexham Unitary Development Plan (UDP) and identifies the circumstances and locations in which developer contributions to the provision of education facilities, such as additional classrooms, will be necessary. The (UDP) was adopted by the Council in February 2005 and this note is a material consideration in the determination of all relevant planning policies.

Education Planning in Wrexham

For education planning purposes links between certain infant and junior schools and between junior/primary schools and secondary schools in groups throughout the County Borough are maintained. The Council's School Admissions Policy grants parental preference, unless to do so would prejudice the efficient and effective use of its resources. Over 96% of pupils are allocated places in accordance with their parents' first preference.

Background to this Guidance Note

Local authorities find themselves under increasing financial pressure to meet the educational needs arising from residential development. Cumulatively, even relatively small developments can have a significant financial impact on the provision of school places. Welsh Office Circular 13/97 'Planning Obligations' makes provision for developer contributions to offset the negative consequences of development provided there is guidance on this in the local development plan. The Wrexham UDP provides this guidance through Policy GDP2 on Capacity of Infrastructure & Community Facilities.

The rest of this note sets out further information on how this Policy will be applied.

27

*Available in
accessible formats*



Criteria

Any developer contribution will be based on the following considerations:

- It will only apply to proposed developments of four or more residential units, whether by new build, conversion or changes of use. Developments should not be deliberately sub-divided or phased in an attempt to avoid this threshold. Where the development has been split or phased, the resulting cumulative number of dwellings will be used to calculate the financial contribution.
- It will only apply to schools deemed to have a shortage of places taking into account other residential developments within the area and after addition of the extra pupils likely to be generated by the proposed development.
- The number and type of proposed residential units (large or small houses, bungalows or apartments). More detail is given in Table 1.
- The likely ratio of pupils per housing unit applicable to the appropriate school or schools at both primary and secondary level.
- The location of the development and likely impact on existing schools. This will be assessed using the same criteria as the Council's Schools Admissions Policy in relation to proximity and feeder schools. A map of school catchment areas is available from the Planning Department.

If the potential pupils generated by the proposed development cannot be accommodated within existing schools then a commuted payment will be calculated by multiplying the additional places required by the pupil cost figure (see Table 1) to produce the commuted sum to be included in the planning obligation. Contributions by way of a release of land for a new school or direct construction may be considered as

Table 1: Cost guidelines

School Type	No. of pupils generated by each 2-3 bed house	Building Cost Multiplier £	Contribution £
Primary 4 - 11 years	0.28	7000	1960
Secondary 11 - 16 years	0.20	10000	2000
Post 16	0.04	12000	480
Totals			
School with 6th Form	0.52		4440
School without 6th Form	0.48		3960

Notes

- Building cost multipliers are based on Department for Education guidelines, pupil allocations and average building cost assessment.
- 1 bedroom and accommodation for the elderly no charge. 2/3 bedrooms standard charge (shown above). 4 + bedrooms plus 20%.
- School Catchment Areas are secondary schools and their feeder primary schools plus current Council policy on pupil proximity to schools.
- School population assessments to be reviewed annually.

Worked example for Johnstown Infants School catchment area

For the development of: -

- 10 - 1 bedroom Units
- 10 - 2 bedroom Units
- 10 - 3 bedroom Units
- 10 - 4 bedroom Units

Charges at primary school level

10 - 1 bedroom	no charge
10 - 2 bedroom	standard charge = £19600
10 * £1960	
10 - 3 bedroom	standard charge = £19600
10 * £1960	
10 - 4 bedroom	standard charge +20%
10 * £2352	= £23520

Charges at secondary school level

No shortage, no charge.



an alternative to payment of a commuted sum at the Council's discretion.

Timing of contributions

Any built educational provision will need to be completed to reflect the planned occupation of the homes. For larger developments phased payment will be considered to fit construction and occupation programmes.

Cost guidelines

The following guidelines are designed to give prospective developers an idea of the possible implications of their proposals:

- Every 100 houses produces around 28 primary age pupils and around 20 secondary age pupils.
- For developments that generate 100 pupils and above consideration will be given to a new school on a new site dependent on location and future growth potential of the area and the applicant will be expected to contribute in proportion to the number of school places the development generates.
- The Council will specify the nature of the works or the area which the contribution will finance, which may include a completely new school.
- Where a contribution is required, a draft Section 106 Agreement should accompany the planning application. Wrexham County Borough Council's Section 106 templates are available on request from the Planning department.



Schools where contributions are likely to be required

The list below shows schools where contributions are likely to be required. At all other schools there is likely to be some spare capacity to accommodate some development. This is not a definitive list, but a guide to developers.

Secondary schools

Bryn Alyn, Gwersyllt	(11 to 16 years)
Maelor, Penley	(11 to 18 years)
Darland, Rossett	(11 to 18 years)

Primary schools

Gwersyllt - Bryn Alyn School Catchment

Brymbo Aided, St Mary's
Brynteg C.P.
Gwersyllt C.P.
New Broughton C.P., Ysgol
Penrhyn
Pentre Broughton C.P.
Tanyfron C.P.

Llangollen - Dinas Bran (Denbighshire) School Catchment

No schools

Penley - Maelor School Catchment

Hanmer
Penley Madras
Marchwiell C.P.

Rhosllanerchrugog - Y Grango School Catchment

Johnstown Infants
Johnstown Junior
Penycae C.P.

Rossett - Darland School Catchment

Gresford
Marford C.P.

Ruabon - Rhiwabon (11 to 18 years) School Catchment

Acrefair C.P.
Ruabon Maes y Llan C.P.
Ruabon St. Mary's

Wrexham - Clywedog School Catchment

Bwlchgwyn C.P.
Marchwiell C.P.
Rhostyllen C.P.
Victoria C.P.
St Giles

Wrexham - St. Joseph's School Catchment

St. Mary's

Wrexham - Rhosnesni School Catchment

Acton Park C.P.
Alexandra C.P.
Barkers Lane C.P.
Borras Park
Rhosddu C.P.

Wrexham - Morgan Llwyd (11 to 18 years) School Catchment

Wrexham Plas Coch C.P.

66 Rhosddu CP School
67 New Alexandra School
68 Ysgol Plas Coch CP
69 St Mary's RC School
70 Hafod Y Wern CP School
71 St Ann's RC School
72 Gwenfrow Junior School
73 Gwenfrow Infant School
74 Ysgol Boddyfryd
75 St Giles Infant School
76 St Giles Junior School
77 Victoria CP School



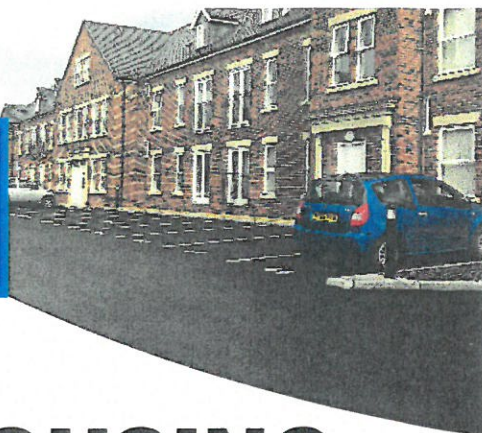
Asset Management Section
Management Officer
Crown Buildings, Chester Street
Wrexham, LL13 8BG
Telephone: (01978) 297205
Fax: (01978) 292502
www.wrexham.gov.uk
Adopted March 2004
Revised November 2010

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ANNEX 3

LPG28

This is one of a series of local planning guidance notes amplifying local planning proposals in a clear and concise format with the objective of improving application standards.



28. AFFORDABLE HOUSING

This leaflet provides a guide to supplementary information required in connection with applications for Affordable Housing.

Introduction

This guidance note amplifies Unitary Development Plan policies aimed at securing affordable housing through the planning system. It will form a material consideration in the determination of all relevant planning applications.

This revised guidance note was adopted by the Council in February 2013, following extensive public consultation.

Background

Some local people have genuine difficulties in securing affordable housing. The problems associated with affordability are caused by a range of factors - influencing supply and demand. Supply has become more restricted due to a significant decline in the numbers and availability of council housing, rises in house prices, accessibility of mortgage finance and limited supply and relatively high rent levels in the private rented sector. At the same time demand has increased due to newly forming and smaller households, growing numbers of older people and inward migration. The planning system is one of the

most important mechanisms to secure affordable housing to meet the needs of those unable to compete in the local housing market.

Planning Policy Context

The Wrexham Unitary Development Plan (UDP) sets the local planning policy context for the delivery of affordable housing in the County Borough. This Local Planning Guidance Note amplifies the following UDP policies:

Policy H7 requires an element of affordable housing to be provided on developments of 25 or more dwellings. The Council will normally expect that 25% of the total site capacity to be provided as affordable housing. It will not be acceptable to deliberately subdivide or phase the total development in an attempt to avoid this threshold.

Policy H7: Affordable Housing

Policy H8: Affordable Housing
(Rural Exception Sites)

In rural areas where it can be demonstrated that local affordable housing needs cannot be met within existing settlement limits policy H8 allows for up to 5 affordable homes to be accommodated on rural exception sites located on the edge of settlements provided the site forms a logical extension to settlement pattern and the proposed development reflects the surrounding townscape and landscape. Such sites are not intended for individual self-build homes or for cross-subsidy schemes where dwellings sold at full market value to subsidise the provision of affordable housing elsewhere.

What Is Affordable Housing?

Affordable housing is defined by the Welsh Government in Technical Advice Note 2: Planning and Affordable Housing as: housing where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford market housing, both on first occupation and for subsequent occupiers.

Affordable housing includes:

Social rented housing: Housing provided by local authorities and Registered Social Landlords (RSLs)

Intermediate Housing: Housing where the prices or rents are above those of social rented properties but are below market house prices or rents. Options for intermediate housing can include:

Intermediate Rent: Properties purchased at a discount by an RSL and let at a rent that is greater than social rent but less than market rent levels on an assured or assured short hold tenancy.

Shared Equity: Properties where an RSL owns a percentage of a property and the remainder is purchased by the occupier. If the occupier subsequently sells the property the RSLs receives a share of the sale price equivalent to its share of the property. It may also possible for the occupier to buy part or all of the RSL's share over time. The RSL's share of the sales proceeds is recycled to support the provision of affordable housing elsewhere.

The Council expects affordable housing to be delivered through planning obligations, provided at nil public subsidy. However Social Housing Grant, which is provided by the Welsh Government, may be available for some developments. Developers are advised to contact Affordable Housing Officer prior to the submission of a formal planning application to discuss the availability of Social Housing Grant.

The affordable housing tenures required for individual developments should reflect local housing need. It is likely that the Council will seek to secure a mix of social rent and intermediate affordable dwellings in many cases.

Affordable Housing Need And Delivery

The Council relies on housing needs surveys to determine the amount of affordable housing required across the County Borough. These are updated regularly and developers should contact the Council to ensure that their development proposals take account of the most up to date information (see contact details below).

Affordable housing required under policy H7 should be provided, in order of preference, in the following ways:

1. On-site provision as an integral part of the development proposed. The Council will normally expect affordable housing to be provided on site however off site provision or the payment of commuted sums in lieu of on or off site provision may be considered where;

- it has been demonstrated that on-site provision is unfeasible; or

- it will better meet the affordable housing needs of the area.

2. **Off site provision** should be on land in the same Community Council area as the application site or on land in an area of high demand for affordable housing as identified by the Affordable Housing Officer.

3. **Commuted sums** will only be accepted where it has been demonstrated that the developer, either by themselves or in partnership with an affordable housing provider such as an RSL is unable to deliver on or off site provision.

The commuted sum will need to be paid prior to the completion of the facilitating development and will be required to reflect the equivalent provision which should have been provided on the site based on the market value of the dwellings being built. The Council's priorities for spending commuted sums will be (in order of priority):

- To support delivery of the Wrexham County Borough Affordable Housing Project;

- To support direct provision of affordable housing elsewhere in Wrexham County Borough, either with or without Social Housing Grant support, in partnership with RSLs.

- To support shared equity schemes in partnership with RSLs.

In many cases the affordable housing referred to in section 3 above will result in a fraction of a dwelling. For example 25% of 25 dwellings = 6.25 dwellings. Where this occurs the Council will expect the fraction to be provided as a commuted sum calculated as a percentage of the market value of the dwellings being built on the site.

Viability: Only in cases where the viability of the whole development is genuinely threatened will the affordable housing requirements be reduced. All costs associated

with the development (including requirements for public open space, contributions to schools and affordable housing) should be taken into account at the negotiation stage of land acquisition and be reflected in the purchase price of the site. Developers will be expected to provide the Council with a full viability assessment when proposing to provide affordable housing at a rate less than 25% of the total site capacity or when seeking to vary the affordable housing commitments of existing planning permissions

Design And Management

The location and design of all affordable dwellings must be shown on the plans submitted with a full planning or reserved matters application. New affordable housing must:

- reflect identified local need in terms of tenure and type of property;

- in the case of housing supported by Social Housing Grant, comply with Welsh Government's Development Quality Requirements in terms of floor space for the property type;

- be visually integrated into a development in terms of design and site layout;

- be distributed throughout a development and not result in all of the affordable housing being concentrated in one part of the site;

- be subject to a legal agreement made under Section 106 of the Town and Country Planning Act 1990 to ensure affordability in perpetuity (see below).



Permitted development rights may be removed from affordable houses in order to maintain the properties at a size likely to ensure they remain affordable - particularly for rural exception schemes delivered in accordance with policy H8. from affordable houses in order to maintain the properties at a size likely to ensure they remain affordable - particularly for rural exception schemes delivered in accordance with policy H8.

Section 106 Legal Agreements

Section 106 agreements (S106) will be used to secure affordable housing provision and/or commuted sums on all relevant sites. The following heads of terms will be common to all S106 agreements involving affordable housing:

- Type, tenure and mix of affordable housing units proposed (either on or off site);
- The timing of the delivery of the affordable homes in relation to the delivery of the general market housing, including reference to any phasing of development;
- Arrangements for the future management, ownership and retention of the property at an affordable price;
- Nomination rights for the Council to put forward people from the council's housing waiting list and affordable housing register for at least 75% of the affordable dwellings as prospective tenants/purchasers of the dwellings;
- Details of the commuted sum and timing of commuted sum payments at these levels of aid.

Useful Contacts

Pennaf Housing Group

72 Fford William Morgan
St. Asaph Business Park
Denbighshire
LL17 0JD
Tel: 01745 538300
www.pennaf.co.uk

Cymdeithas Tai Clwyd

54 Stryd Y Dyffryn
Denbigh
Denbighshire
LL16 3 BH
Tel: 0345 2303140
www.taiclwyd.com

Wales & West Housing Association

3 Alexandra Gate
Ffordd Pengam
Tremorfa
Cardiff
CF24 2 UD
Tel: 0800 052 2526
www.wwha.net

contact

Community Wellbeing and Development
16 Lord Street, Wrexham LL11 1LG

Telephone: 01978 292016
E-mail: planning@wrexham.gov.uk

Adopted April 2005 Updated April 2013

