

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

relating to Land off Queen Street, Cefn Mawr,
Wrexham, LL14 3BD

Dated :

21 April

2017

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

M A GREGORY CONSTRUCTION LIMITED (2)

T Coxon

Head of Corporate and Customer Services

Guildhall

Wrexham

LL11 1AY

LL/021425

DATE

21 April

2017

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY
("the Council")
- (2) **M A GREGORY CONSTRUCTION LTD** (Company Registration number 04639829) of 52-53
Westminster Road Moss Wrexham LL11 6DH ("the Owner")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable.
- (2) The Owner is the freehold owner of the Site. There are no other legal interests in the Site.
- (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 on 31st March 2014 to grant the Planning Permission subject to the prior completion of this deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for planning permission dated 28 th April 2010 submitted to the Council for the Development and allocated reference number P/2010/0374.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations

	consisting of 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, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Development"	the development of the Site as set out in the Application.
"Dwelling"	means any residential unit (including a house flat or maisonette) constructed on Site pursuant to the Planning Permission
"Education Contribution"	means the sum of £11,904.00 (eleven thousand nine hundred and four pounds) indexed in accordance with the provisions of this Deed to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"Interest"	interest at 4 per cent above the base lending rate of the Barclays Bank Plc from time to time.
"LPA 27"	The Council's Local Planning Guidance Note No. 27 "Developer Contributions to Schools" a copy of which is annexed to this Agreement at Appendix 2
"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
"Plan"	the Plan attached to this Deed.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application a draft of which is annexed to this Agreement at Appendix 1, the full planning permission subject to conditions to



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id of Community Wellbeing & Development
 nning Services
 ord Street, Wrexham LL11 1LG
 phone 01978 298994
 nning@wrexham.gov.uk

e: 05/08/2014
 le: 1:2500
 Sheet: SJ2742

Town & Country Planning Act 1990
Section 106 Obligation



P/2010/0374
Land off Queens Street, Cefn Mawr, Wrexham



be granted by the Council pursuant to the Application.

"Practical Completion"

issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note.

"Site"

the land subject to this Deed as shown edged red on the Plan and more particularly described in the First Schedule.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the 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, 13 and 14 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Second Schedule.
- 5.2 The Owner shall serve on the Council a notice of Commencement of Development not less than two days 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 Head of Community Wellbeing and Development 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 Act for variation or discharge of a condition of

the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.

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 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests 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

10 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.

11 INTEREST

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

12 VAT

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

13 JURISDICTION

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

14 DELIVERY

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

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

FIRST SCHEDULE

Description of the Site

Land shown edged red on the Plan being land off Queen Street Cefn Mawr Wrexham
LL14 3BD and registered at Land Registry under title numbers CYM220709 and CYM220708

SECOND SCHEDULE

Owner's Covenants – Education Contribution

1. On Occupation of the second Dwelling within the Development the Owner shall pay fifty (50) percent Education Contribution to the Council and the monies paid shall be used by the Council to provide additional secondary educational capacity at Ysgol Rhiwabon
2. On Occupation of the fourth Dwelling within the Development the Owner shall pay fifty (50) percent Education Contribution to the Council and the monies paid shall be used by the Council to provide additional secondary educational capacity at Ysgol Rhiwabon

THIRD SCHEDULE

Council's Covenants - Discharge of obligations

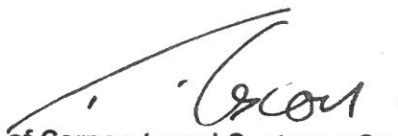
- 1 The Council covenants with the Owner to use the Education Contribution received from the Owner under the terms of this Deed in accordance with LPA 27 for the purpose specified in this Deed for which they are paid
2. The Council covenants with the Owner that it will repay the Owner such amount of the Education 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 5 years from 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.

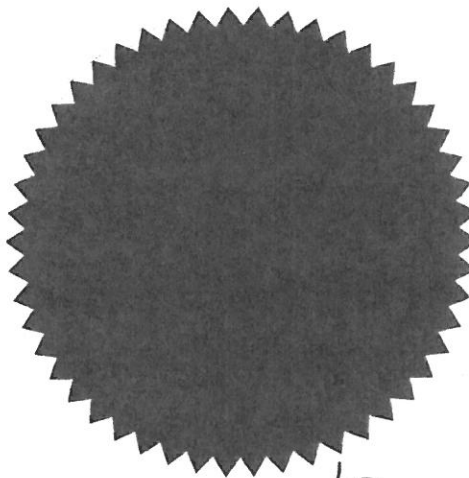
THE COMMON SEAL of WREXHAM

COUNTY BOROUGH COUNCIL

was hereunto affixed in the

presence of:-


Head of Corporate and Customer Services



11/01/17

EXECUTED as a DEED by M A GREGORY CONSTRUCTION LTD

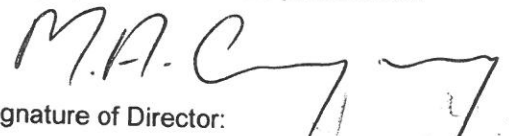
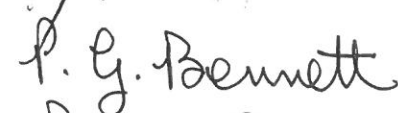
acting by a director In the presence of:

Signature of Director:

Signature of witness:

Name (in BLOCK CAPITALS): :

Address:



PETER GORDON BENNETT
GREENFIELDS COTTAGE
WREXHAM ROAD
PENYFFORDD
NR CHESTER
CH40 4HU,

APPENDIX 1
Draft Planning Permission

In p
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Plan
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appli

App

Age

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	S KAVANAGH R AND S CONSTRUCTION LTD	Code Number	CEF P/2010/0374
Agent	PARRY DAVIES PARTNERSHIP R GRATTON BARCLAYS BUILDING HIGH STREET ST ASAPH DENBIGHSHIRE LL170RF	Date Received	05/05/2010
		Decision Date	

Town and Country Planning Act, 1990

Location of application

LAND OFF, QUEEN STREET, CEFN MAWR, WREXHAM, LL14 3BD

Description of application

ERECTION OF 4 DWELLINGS AND FORMATION OF VEHICULAR ACCESS

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

EC4	Hedgerows, Trees and Woodland
EC7	Conservation Areas
GDP1	Development objectives
H2	Residential development within settlements
LP9	
PS1	Settlement limits
PS2	Development and the environment

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.
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.

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3. With the exception of those shown on the approved drawings 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 into any of the gable elevations).
4. 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.
5. The landscaping scheme submitted and approved in connection with condition no. 04 shall be fully implemented in all respects within the agreed timescale and in strict accordance with the approved scheme.
6. 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 further development shall take place under Classes A, B, C, D and E of Schedule 2 Part(s) 1 and A of Schedule 2 Part 2, other than the development hereby granted permission.
7. 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.
8. No part of the development shall be occupied until a Verification Report which demonstrates that the remedial works approved as part of condition no. 07 above have been satisfactorily carried out, has been submitted to and approved in writing by the Local Planning Authority.
9. Prior to the first use of the development hereby approved the proposed vehicular access serving the site shall provide visibility splays of 2.4m x 32m in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction in excess of 1m in height above the level of the adjoining highway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.
10. The vehicular access hereby approved shall be a minimum width of 4.5m and shall take the form of a vehicular footway crossing.
11. A 2.0m wide footway shall be provided along the entire site frontage of the site with Queen Street which shall be constructed prior to the first

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occupation of any unit hereby approved and to a standard previously submitted to and approved, in writing, with the Local Planning Authority.

12. There shall be no gates or other means of enclosure across the vehicular access point within 5 metres of the highway boundary.

13. The proposed access shall have a maximum gradient of 1:24 for the first 5m behind the proposed footway and surfaced using hard bound materials for the first 5m behind the highway boundary.

14. Prior to the first use of the development, the access shall provide forward visibility for vehicles approaching from the north-west providing a stopping sight distance of 32m in accordance with the requirements of Manual for Streets.

15. 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 09.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday.

16. 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.

17. Tree T1 (Ash) indicated within the Tree Survey Schedule and indicated on the approved drawings shall be permanently retained and shall not be cut down, grubbed out, lopped or uprooted.

18. No equipment, machinery, plant or materials of any kind in connection with the development shall be brought onto the site until tree protection fencing and ground protection measures have been implemented in strict accordance with details which have been submitted to and approved in writing by the Local Planning Authority. The details should include specification and location for the fencing. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavations be made.

19. The tree protection fencing and ground protection measures approved in connection with condition no. 18 shall be kept in place until all external site works have been completed and the removal of the fencing has been approved in writing by the Local Planning Authority.

20. No part of the development shall commence until a detailed Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. No development or other operations

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shall take place except in strict accordance with the Method Statement as is approved. The Method Statement shall include the following:

- 1) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
- 2) A Tree Protection Plan showing the location of the trees to be removed and retained with their crown spreads, Root Protection Areas, Construction Exclusion Zones, and location of protective fencing and ground protection measures accurately plotted;
- 3) A full specification for any access, driveway, path, underground services or wall foundations within retained tree Root Protection Areas or Construction Exclusion Zone, including any related sections and method for avoiding damage to retained trees;
- 4) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
- 5) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
- 6) Method for protecting retained trees during demolition works;
- 7) Details of all proposed tree works, including felling and pruning.

21. No part of the development shall commence until the design of the foundations for the proposed development within retained tree(s) Root Protection Areas, as specified by BS5837:2012 or as shown on a Tree Protection Plan have been submitted to and approved in writing by the Local Planning Authority. Foundation design shall take into account the presence of tree roots. The works shall be carried out in accordance with the foundation design as approved.

22. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating how foul water, surface water and land drainage 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.

23. The existing vehicular access as indicated on the approved drawings shall be permanently closed up prior to first use of any part of the development in accordance with a specification of works which has been submitted to and approved, in writing, by the Local Planning Authority.

24. Prior to the commencement of works on site, a detailed scheme of earth-moving operations and measures to ensure the stability of the site

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during exploratory/construction work shall be submitted to and approved, in writing, by the Local Planning Authority. Details shall include any proposed retaining structures. Works shall be carried out strictly in accordance with the details as approved.

25. No part of the development shall commence until a Construction Management Plan, including parking and provision for contractor parking, has been submitted to and approved by the Local Planning Authority. Works shall be carried out strictly in accordance with the details as approved.

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 protecting residential amenity.
4. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
5. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
6. In the interests of nearby residential amenity and the general visual amenities of the area.
7. In the interests of the amenities of the future occupants of the buildings
8. In the interests of the amenities of the future occupants of the buildings
9. To ensure that adequate visibility is provided at the proposed point of access to the highway.
10. To ensure the formation of a safe and satisfactory access.
11. In the interests of pedestrian safety.
12. In the interest of the free and safe movement of traffic on the adjacent highway and to ensure the formation of a safe and satisfactory access.
13. To ensure the formation of a safe and satisfactory access and ensure no deleterious material is carried onto the highway, in the interests of highway safety.
14. To ensure that adequate forward visibility is provided at the proposed point of access to the highway.
15. To protect the amenities of the occupiers of nearby properties.
16. To protect the amenities of the occupiers of nearby properties.

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17. To ensure the retention of an important tree to the general visual amenities of the area.
18. To ensure that the retained trees are adequately protected during development in the interests of amenity
19. To ensure that the retained trees are adequately protected during development in the interests of amenity.
20. To ensure the work is carried out to accepted arboricultural practices for the long term well being of the tree(s).
21. To ensure that hard surfacing does not cause harm to retained trees in the interests of visual amenity.
22. To ensure that effective drainage facilities are provided for the proposed development, and that no adverse impact occurs to the environment or the existing public sewerage system.
23. In the interests of highway safety.
24. In the interests of the safety of nearby residential properties and pedestrian users of nearby footpaths
25. In the interests of highway safety.

Note(s) to applicant

The applicant is advised that compliance with condition no. 15 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.

Applicants are advised that compliance with condition no. 16 does not provide an exemption from the statutory nuisance provisions of the Environmental Protection Act 1990. Under the Act dust from any type of activity can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that the dust nuisance is abated and failure to comply with the requirements of the notice can result in prosecution. The

Applicant S KAVANAGH R AND S
CONSTRUCTION LTD

**Code
Number** CEF P/2010/0374

Agent PARRY DAVIES
PARTNERSHIP
R GRATTON
BARCLAYS BUILDING
HIGH STREET
ST ASAPH
DENBIGHSHIRE
LL170RF

**Date
Received** 05/05/2010

**Decision
Date**

applicant should contact the Council's Housing and Public Protection
Department on 01978 315300 for further advice and information.



**Officer Appointed for this purpose
Head of Environment 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

APPENDIX 2

LPA 27



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.

*Available in
accessible formats*

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.



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% = £23520
10 * £2352	

Charges at secondary school level

No shortage, no charge.



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

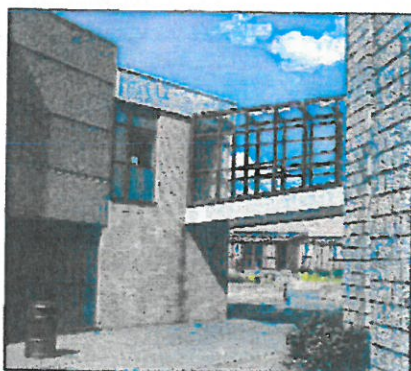
Timing of contributions

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

Bwlchwyn 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.

Wrexham County Borough - School Location

SECONDARY SCHOOLS

- 1 Darland High School
- 2 Bryn Allyn High School
- 3 Rhosnesni High School
- 4 Ysgol Morgan Llwyd
- 5 St Joseph's RC High School
- 6 Ysgol Clywedog
- 7 Ysgol y Grango
- 8 Ysgol Rhiwabon
- 9 Ysgol Maelor

OTHER SCHOOLS

- 10 Groves
- 11 St Christophers/Ysgol Powys

PRIMARY SCHOOLS

- 12 Ysgol Heulan
- 13 Brymbo Aided School
- 14 Black Lane CP School
- 15 Bwchgwyn CP School
- 16 Brynig CP School
- 17 Tanyfron CP School
- 18 Minera Voluntary Aided
- 19 Penygeili CP School
- 20 Ysgol I D Hooson CP School
- 21 Penycare Community Primary
- 22 Acrefair CP School
- 23 Garth CP School
- 24 Ysgol Min Y Ddol CP School
- 25 Cefn Mawr CP School
- 26 Ysgol Froncysyllte CP School
- 27 Ysgol Cynddeke, Glynceirion CP
- 28 Ysgol Gynradd Llanamnon DC CP
- 29 Ysgol Pontfadog, Llangollen CP
- 30 Chirk Infant School
- 31 Ceirrog Junior School
- 32 Pentre Voluntary Controlled

33 Rhosymedre Community Primary School

34 St Mary's Church in Wales School

35 Ysgol Maes Y Llan CP School

36 Eytton Voluntary Controlled School

37 Johnstown Junior School

38 Johnstown Infant School

39 Hafod Y Wern

40 Ysgol Y Ponciau

41 Rhosyllen CP School

42 New Broughton CP School

43 Ysgol Penrhyn

44 Ysgol Y Gaer

45 Gwersyllt School

46 Park Infant School

47 Park Junior School

48 Rofft CP School

49 St Peter's CP School

50 All Saints School

51 Holt CP School

52 St Paul's CP School

53 Ysgol Deiniol

54 Ysgol Sant Dunawd

55 St Mary's Aided School

56 Borderbrook School

57 Bronington Voluntary Aided

58 Hammer CP School

59 Madras School

60 Ysgol Bryn Tabor

61 Watts Dyke CP School

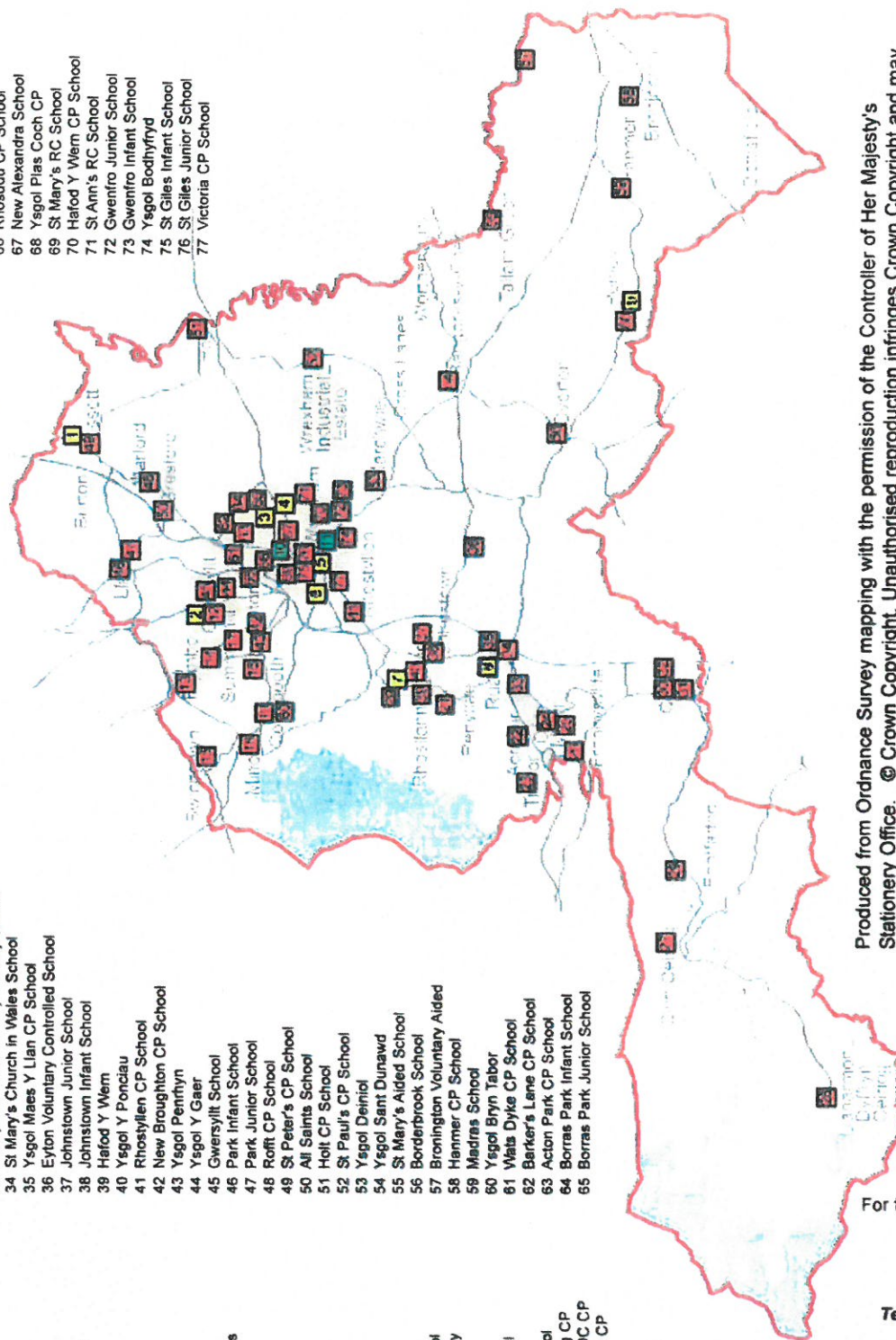
62 Barker's Lane CP School

63 Acton Park CP School

64 Borras Park Infant School

65 Borras Park Junior School

- 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 Gwentfro Junior School
- 73 Gwentfro Infant School
- 74 Ysgol Boddyfryd
- 75 St Giles Infant School
- 76 St Giles Junior School
- 77 Victoria CP School



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