

DATED

9th February

2017

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

ADVANCE SPARES LIMITED (2)

and

SAXONBY (AFFORDABLE HOUSING) LIMITED (3)

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of Land off and West of Park Road, Rhosymedre, Wrexham

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

LL/022828

THIS AGREEMENT is made on the 9th day of February 2017
BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL1 1AY
("the Council"); and
- (2) **ADVANCE SPARES LIMITED** (Company registration number 2013999)
whose registered office is at Advance Park, Rhosymedre, Wrexham ("the
Owner");
- (3) **SAXONBY (AFFORDABLE HOUSING) LIMITED** (Company Registration
number 06664049) whose registered office is at 7 Sweetlake Business
Village, Shrewsbury, SY3 9EW ("the Developer")

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 CYM54088
- (C) The Developer has submitted the Planning Application to the Council for the Development of the Land
- (D) 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 Affordable Housing without which the Planning Permission would not be granted
- (E) The parties have agreed to enter into this Agreement in order to secure the objectives referred to in (D) 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 2015 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

"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

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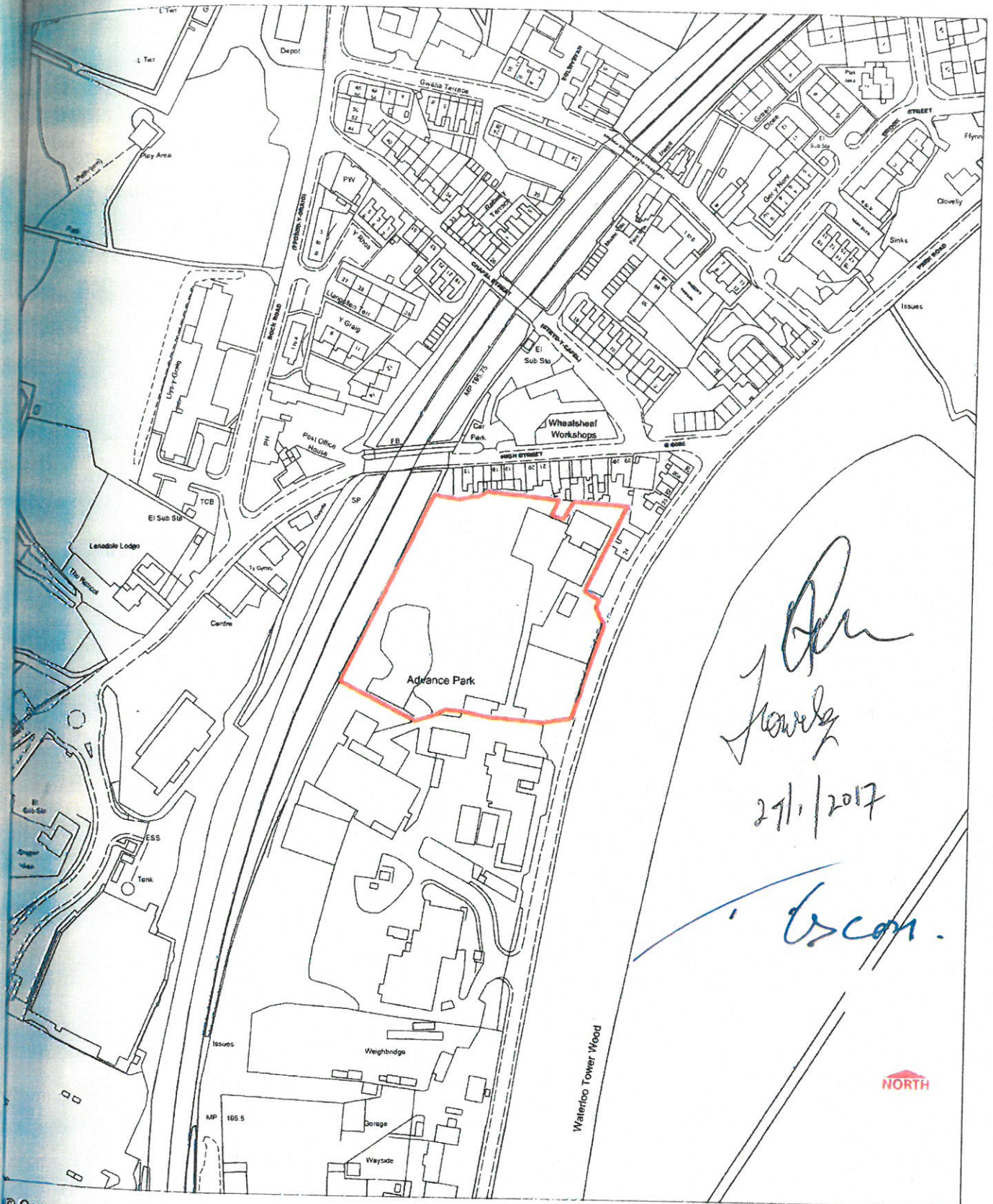
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"Affordable Housing"	means subsidised housing which will be available to Eligible Persons as Social Rented Housing Units
"Affordable Housing Disposal"	means a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL
"CDM Regulations"	means the Construction (Design and Management) Regulations 2015 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
"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



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Head of Environment and Planning
 Planning Services
 16 Lord Street, Wrexham LL11 1LG

Town & Country Planning Act 1990
 Section 106 Obligation

Date: 10/11/2016
 Scale: 1:2500
 OS Sheet: SJ2842



P/2015/0949
 Land Off and West of Park Road
 Rhosymedre
 Wrexham

wrexham
 COUNTY BOROUGH COUNCIL
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Wrexham Policy/Graphic/Mapinfo/devc/section106

	on the Land pursuant to the Planning Permission
"Education Contribution"	means the sum of £58,800 (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 off and west of Park Road, Rhosymedre, Wrexham and shown edged red on the Plan 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
"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 50% of all occupiers of the Units
"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 7 th December 2015 submitted to the Council for the Development and allocated reference number P/2015/0949
"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

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Annex 1 and any associated reserved matters approval(s)

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"RSL"

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

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"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 bench marking guidance (from time to time) published by the Welsh Government

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"Units"

means the residential units comprised in the Development

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"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

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2 INTERPRETATION

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- 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

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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 AND DEVELOPER COVENANTS

4.1 The Owner and the Developer 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 Education Contribution

4.1.3 pay to the Council on the signing hereof the sum of one thousand two hundred and fifty pounds (£1,250.00) in respect of the Council's legal costs for the preparation and execution of this Agreement

4.1.4 serve upon the Council (addressed to the Council's Head of Environment and Planning) 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 and Developer 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. AGREEMENTS AND DECLARATIONS

- 6.1 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;

- 6.2 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

- 6.3 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
- 6.4 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
- 6.5 The expressions "the Owner" "the Council" and "the Developer" shall include their respective successors in title
- 6.6 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
- 6.7 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:
- 6.7.1 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.
- 6.7.2 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
- 6.7.3 in the case of the Developer 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

- 6.7.4 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
- 6.8 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:-**
- 6.8.1 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 & Economy to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Second Schedule; and
- 6.8.2 the Council's Head of Housing & Economy 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 in accordance with 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 Council upon the application by the Developer (the Council acting in its capacity as local housing authority) as being acceptable to the Council as a mechanism which provides affordable housing

4. To permit the Council 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 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 1st February 2016⁷ between Wrexham County Borough Council (1) Advance Spares Limited (2) and Saxonby (Affordable Housing) Limited (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 is in permanent full time employment at a location within the Plas Madoc Council Area and has established a local connection in this manner having been in such employment for a period of three months in the last five years immediately preceding the proposed occupation of an Affordable Housing Unit; or
 - 1.2 has resided in the Plas Madoc Council Area for a continuous period of three years in the last five years; or
 - 1.3 has a Close Family Association in the Plas Madoc 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 then the references in paragraph 1 of this Part to the Plas Madoc Council Area shall be treated as if they included references to the Johnstown, Pen y Cae, Ponciau and Rhosllanerchrugog 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 then after a period of not less than eight weeks the references in paragraph 1 of this Part to the Plas Madoc 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

Education Contribution

1. The Developer shall pay to the Council the Education Contribution in accordance with this Schedule and for the avoidance of doubt it is acknowledged by the Developer that the obligation to pay such Contributions is not conditional upon receiving any demand, request, invoice or other communications from the Council
2. The Developer 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 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 educational facilities within the Wrexham County Borough for Rhosymedre School

THIRD SCHEDULE

Discharge of obligations

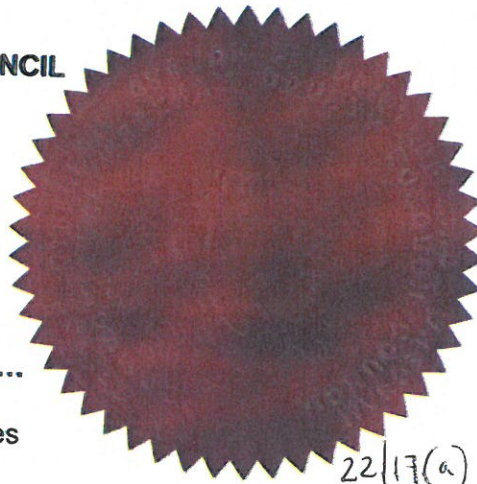
1. The Council covenants with the Developer to use the Education Contribution, received from the Developer under the terms of this Deed for the purpose specified in this Deed for which they are paid
2. The Council covenants with the Developer that it will repay the Developer such amount of the Education Contribution made by the Developer 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:


.....

Head of Corporate and Customer Services



22/17(a)

EXECUTED AS A DEED by
**AFFIXING THE COMMON SEAL OF
ADVANCE SPARES LIMITED**
in the presence of:


Secretary


Board Member

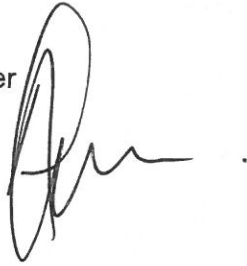
27/1/2017

EXECUTED AS A DEED by
**AFFIXING THE COMMON SEAL OF
SAXONBY (AFFORDABLE HOMES) LIMITED**
in the presence of:

Secretary

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Board Member

A smaller, more compact handwritten signature in black ink, with a prominent loop at the start and a few trailing strokes.

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 JAMES WOOD SAXONBY (AFFORDABLE HOMES)	Code Number	CEF P/2015/0949
Agent	MUNRO ASSOCIATES CHARLTON HOUSE DRAYTONS PASSAGE SHOPLATCH SHREWSBURY SHROPSHIRE SY1 1HF	Date Received	14/12/2015
		Decision Date	

Town and Country Planning Act, 1990

Location of application

, LAND OFF AND WEST OF PARK ROAD, RHOSYMEDRE, WREXHAM, , ,
LL14 3YP

Description of application

RESIDENTIAL DEVELOPMENT (30 NO AFFORDABLE HOUSES) WITH
ASSOCIATED HIGHWAY INFRASTRUCTURE FOLLOWING DEMOLITION
OF VACANT INDUSTRIAL UNITS

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

EC13	Surface water run-off
EC4	Hedgerows, Trees and Woodland
GDP1	Development objectives
H2	Residential development within settlements
PS1	Settlement limits
PS2	Development and the environment
PS3	Brownfield Land
PS4	Settlement Pattern
T8	Parking

Revision	Date	Description of Decision
0		Planning permission issued

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

Condition(s)

Applicant	MR JAMES WOOD SAXONBY (AFFORDABLE HOMES)	Code Number	CEF P/2015/0949
Agent	MUNRO ASSOCIATES CHARLTON HOUSE DRAYTONS PASSAGE SHOPLATCH SHREWSBURY SHROPSHIRE SY1 1HF	Date Received	14/12/2015
		Decision Date	

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.
2. The development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered:

P.102 Rev B - Proposed Site Plan
P.200 Rev A - Plots 1-4 Floor Plans
P.201 Rev A - Plots 1-4 Elevations
P.210 Rev A - Plots 13 & 14, 19 & 20 and 22 & 23 Floor Plans
P.211 Rev A - Plots 13 & 14, 19 & 20 and 22 & 23 Elevations
P.230 Rev A - Plots 11 & 12 Elevations
P.231 Rev A - Plots 11 & 12 Floor Plans
P.220 Rev A - Plots 5-10, 15-18 and 27 & 28 - Floor Plans
P.221 Rev A - Plots 5-10, 15-18 and 27 & 28 - Elevations
P.240 Rev A - Plots 17 & 18 and 27 & 28 - Floor Plans
P.241 Rev A - Plots 17 & 18 and 27 & 28 - Elevations
P.250 Rev A - Plot 21 - Floor Plans
P.251 Rev A - Plot 21 - Elevations
P.260 Rev A - Plots 24-26 - Floor Plans
P.261 Rev A - Plots 24-26 - Elevations
P.270 Rev A - Plots 29 & 30 - Floor Plans
P.271 Rev A - Plots 29 & 30 - Elevations
J01556/A2/001 Rev C - Proposed drainage layout Sheet 1 of 2
J01556/A2/002 Rev C - Proposed drainage layout Sheet 2 of 2
and contained within the application documentation.

3. Prior to their use on the development samples of all external facing materials shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in strict accordance with such details as are approved.
4. No 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 fully implemented. The fencing shall consist of a scaffold framework in accordance with Figure 2 of British Standard 5837:2012 comprising a vertical and horizontal framework, well braced to resist impacts, with vertical tubes spaced at a maximum interval of 3 metres. Onto this, 2.1 metre weldmesh panels shall be securely fixed with wire or scaffold clamps. This fencing shall be erected at the extent of each tree(s) Root Protection Area, as set out in British Standard 5837:2012

Applicant	MR JAMES WOOD SAXONBY (AFFORDABLE HOMES)	Code Number	CEF P/2015/0949
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		Decision Date	

or as shown as the Construction Exclusion Zone on the approved Tree Protection Plan Ref. P.102. 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.

5. The tree protection fencing and ground protection measures approved in connection with condition no. 4 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.

6. No part of the development shall commence until full details for the arboricultural supervision of tree protection measures and any ground works 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. The supervisory works shall be carried out in strict accordance with the details as approved.

7. No part of the development shall commence until full details of a hard and soft landscaping scheme, together with a timescale for the implementation of works have been submitted to and approved in writing by the Local Planning Authority. The scheme shall include a comprehensive specification of all means of boundary enclosures, additional tree planting and enhancements to the 'landscaped buffer zone' area as identified on the approved plan numbered 14.074 P.102 Rev B.

8. The landscaping scheme submitted and approved in connection with condition no. 7 shall be fully implemented in all respects within the agreed timescale and in strict accordance with the approved scheme.

9. The landscaping scheme as carried out in connection with condition no. 7 shall be permanently retained. Any planting becoming 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 with trees or shrubs and within a timescale all to be submitted to and approved in writing by the Local Planning Authority.

10. 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.

Applicant	MR JAMES WOOD SAXONBY (AFFORDABLE HOMES)	Code Number	CEF P/2015/0949
Agent	MUNRO ASSOCIATES CHARLTON HOUSE DRAYTONS PASSAGE SHOPLATCH SHREWSBURY SHROPSHIRE SY1 1HF	Date Received	14/12/2015
		Decision Date	

11. Prior to first use of the development a 2.0m wide footway shall be constructed along the entire site frontage in strict accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority.
12. Prior to the commencement of development a scheme shall be submitted to and approved in writing by the local planning authority fully detailing the relocation of the existing bus stop and lamp standard which fronts the site onto Park Road. The scheme as approved shall be fully implemented in accordance with a timescale to be agreed as part of the detail.
13. No development shall commence until a detail of the proposed land level changes in the area hatched red on the approved plan have been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the details as may be approved.
14. The existing trees shown on drawing no. 01 labelled T12, T13, T14, T15 and T20 Tree Condition Report, Arboricultural Impact Assessment, Arboricultural Method Statement and Tree Protection Plan to be permanently retained shall not be cut down, grubbed out, lopped or uprooted. Any trees, shrubs or hedges removed or being severely damaged or becoming diseased shall be replaced with trees, shrubs or hedging plants of the equivalent size and species.
15. Prior to first use of the development hereby approved the vehicular access shall provide visibility splays of 2.4 metres x 43 metres in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction in excess of 1 metre in height above the level of the nearside edge of the adjoining highway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.
16. The vehicular parking and turning areas as shown on approved drawing(s) No(s). 14.074 P.102 Rev B shall be fully laid out, surfaced and drained prior to first use of the development. These areas shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of motor vehicles at all times.
17. The existing stone wall which fronts the development site shall be re-incorporated into the development (taking into account the requirements of condition no. 11) and form the frontage boundary of plots 1 to 4 inclusive,

Applicant	MR JAMES WOOD SAXONBY (AFFORDABLE HOMES)	Code Number	CEF P/2015/0949
Agent	MUNRO ASSOCIATES CHARLTON HOUSE DRAYTONS PASSAGE SHOPLATCH SHREWSBURY SHROPSHIRE SY1 1HF	Date Received	14/12/2015
		Decision Date	

detail of which shall be included in the submissions required by condition no. 7 of this planning permission.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To ensure that the development fully complies with the appropriate policies and standards.
3. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
4. To ensure that the retained trees are adequately protected during development in the interests of amenity.
5. To ensure that the retained trees are adequately protected during development in the interests of amenity.
6. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s).
7. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
8. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
9. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
10. To protect the amenities of the occupiers of nearby properties.
11. In the interests of pedestrian safety.
12. In the interests of highways safety and the safe use of the footway by pedestrians.
13. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
14. To ensure the amenity afforded by the trees is continued into the future.
15. To ensure that adequate visibility is provided at the proposed point of access to the highway.
16. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety.
17. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.

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Note(s) to applicant

The applicant is advised, in connection with condition no. 13, to ensure that any land level changes do not impede highway visibility from the third party access to the south of site.

The development site is in close proximity to railway line and commercial land and the developer is therefore required to carry out a noise survey in connection with condition no. 13 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:

- Noise levels arising from day/night time activities in the vicinity of the proposed development site and the impact upon the proposed accommodation, and
- 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.



**Officer Appointed for this purpose
Head of Environment and Planning**

**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

Applicant MR JAMES WOOD
SAXONBY (AFFORDABLE
HOMES)

**Code
Number**

CEF P/2015/0949

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SHROPSHIRE
SY1 1HF

**Date
Received**

14/12/2015

**Decision
Date**

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.

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 be reviewed annually.

Worked example for Johnstown Infants School catchment area

For the development of: -

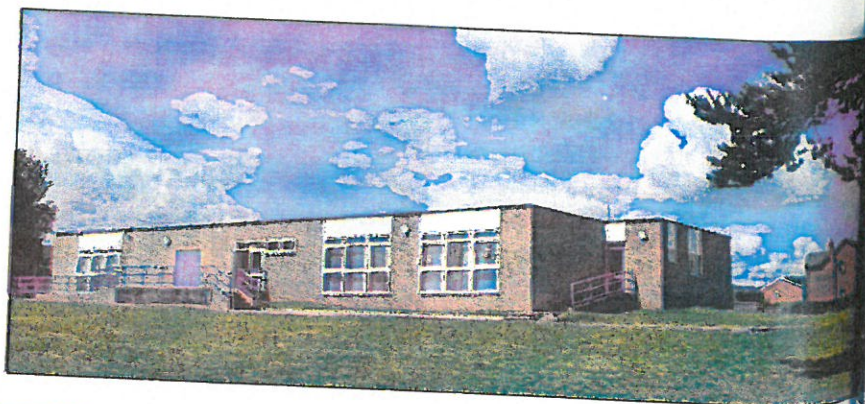
- 10 - 1 bedroom Units
- 10 - 2 bedroom Units
- 10 - 3 bedroom Units
- 10 - 4 bedroom Units

Charges at primary school level

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

Charges at secondary school level

No shortage, no charge.



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

Guidelines for contributions

Any new educational provision will
be completed to reflect the
likely occupation of the homes.
Larger developments phased
over time will be considered to fit
the construction and occupation pro-
grammes.

Guidelines

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

Every 100 houses produces
around 28 primary age pupils
and around 20 secondary age
pupils.

For developments that generate
10 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
to which the contribution will
relate, which may include a
completely new school.

Where a contribution is required,
a Draft Section 106 Agreement
should accompany the planning
application. Wrexham County
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
Brynateg 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
Marchwiel 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.
Marchwiel 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 Alyn High School
- 3 Rhosnesni High School
- 4 Ysgol Morgan Llwyd
- 5 St Josephs 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

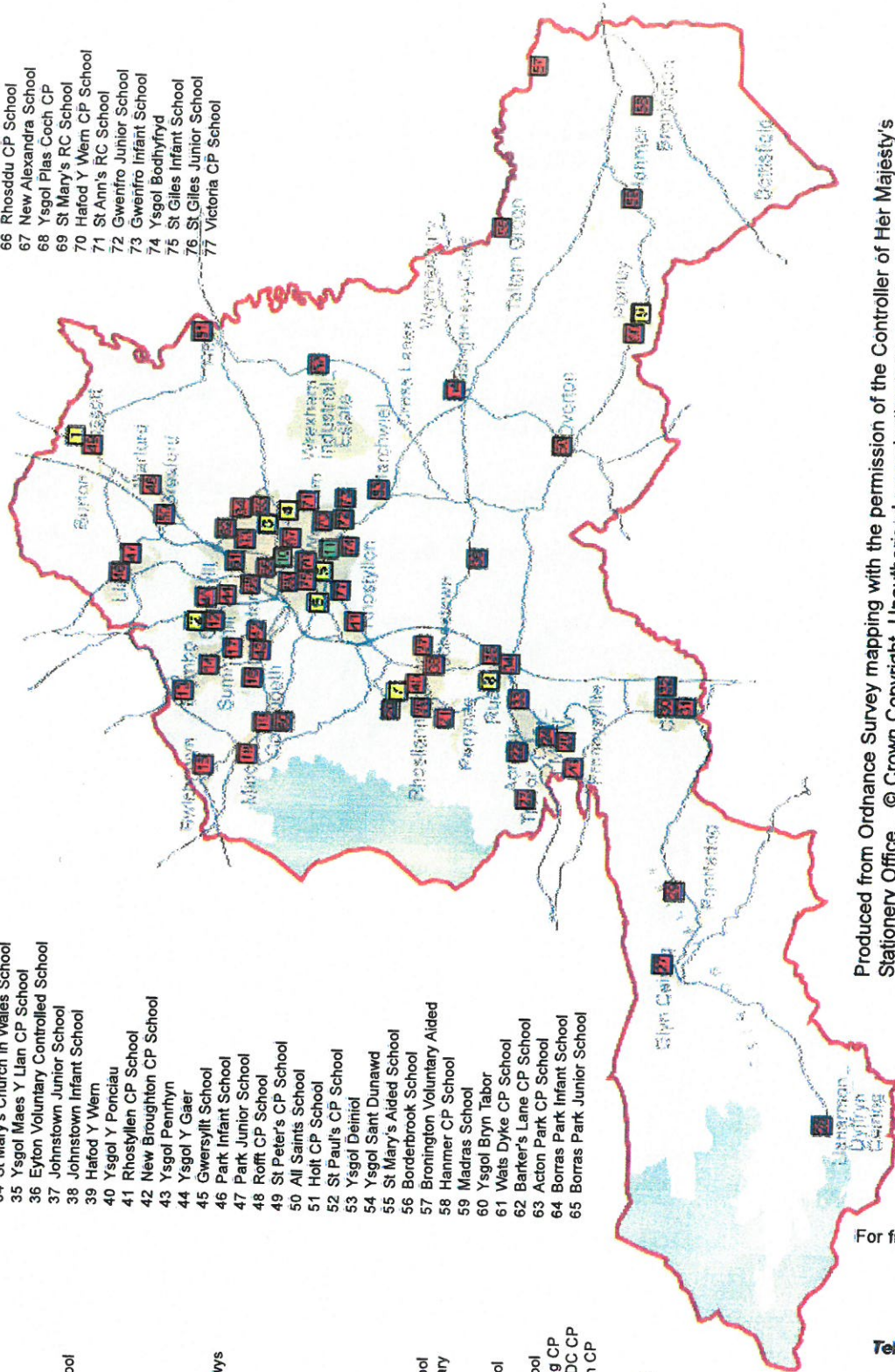
PRIMARY SCHOOLS

- 12 Ysgol Heulan
- 13 Brynbo Aided School
- 14 Black Lane CP School
- 15 Bwlchgwyn CP School
- 16 Brynteg CP School
- 17 Tanyfron CP School
- 18 Minera Voluntary Aided
- 19 Penygelli CP School
- 20 Ysgol I D Hooson CP School
- 21 Penycae Community Primary
- 22 Acrefair CP School
- 23 Garth CP School
- 24 Ysgol Min Y Ddol CP School
- 25 Cefn Mawr CP School
- 26 Ysgol Francysyllte CP School
- 27 Ysgol Cynddelw, Glynceiog CP
- 28 Ysgol Gynradd Llanarmon DC CP
- 29 Ysgol Pontfadog, Llangollen CP
- 30 Chirk Infant School
- 31 Ceiriog 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 Elyon Voluntary Controlled School
- 37 Johnstown Junior School
- 38 Johnstown Infant School
- 39 Hafod Y Wern
- 40 Ysgol Y Ponclau
- 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 Brington Voluntary Aided
- 58 Hanmer CP School
- 59 Madras School
- 60 Ysgol Bryn Tabor
- 61 Wats 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 Gwernfro Junior School
- 73 Gwernfro Infant School
- 74 Ysgol Boddyfryd
- 75 St Giles Infant School
- 76 St Giles Junior School
- 77 Victoria CP School



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For further information contact:

Planning Section
Lampitt Street

Wrexham, LL11 1AA

Telephone: (01978) 292019

Fax: (01978) 292500

Asset Management Section
Management Office

Crown Buildings, Chester Street

Wrexham, LL13 8BA

Telephone: (01978) 297200

Fax: (01978) 292500

www.wrexham.gov.uk

Adopted March 2009

Revised November 2010

ANNEX 3

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For information contact

Planning Section
Lampitt Street
Wrexham, LL11 1PL
Phone: (01978) 292600
Fax: (01978) 292500

Management Section
Management Office
Wings, Chester Street
Wrexham, LL13 8PL
Phone: (01978) 297200
Fax: (01978) 292500
www.wrexham.gov.uk
 Adopted March 2008
 Revised November 2008

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

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 of council housing, rises in house prices, accessibility of mortgage finance and limited supply and relatively high levels in the private rented sector. At the same time demand has increased due to the formation of smaller households, increasing 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:

an RSL owns the remainder of the occupier of the RSLs equivalent to

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

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

Also possible of the RSL's of the sales the provision

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.

housing to be

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.

prior to the application 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 is 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.taidclwyd.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