

10 November

2016

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

relating to land South of the Miners Welfare
Institute, Llay New Road, Llay, Wrexham

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

**THE TRUSTEES OF LLAY MINER'S WELFARE INSTITUTE AND
RECREATIONAL GROUND (2)**

Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY
Ref: ND/021059

DATE 10 November 2016

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of the Guildhall, Wrexham LL11 1AY ("Council") and
- (2) **THE TRUSTEES OF LLAY MINER'S WELFARE INSTITUTE AND RECREATIONAL GROUND** of The Ring, Llay, Wrexham LL12 0TH ("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 registered proprietor of 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 the 6th June 2016 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:

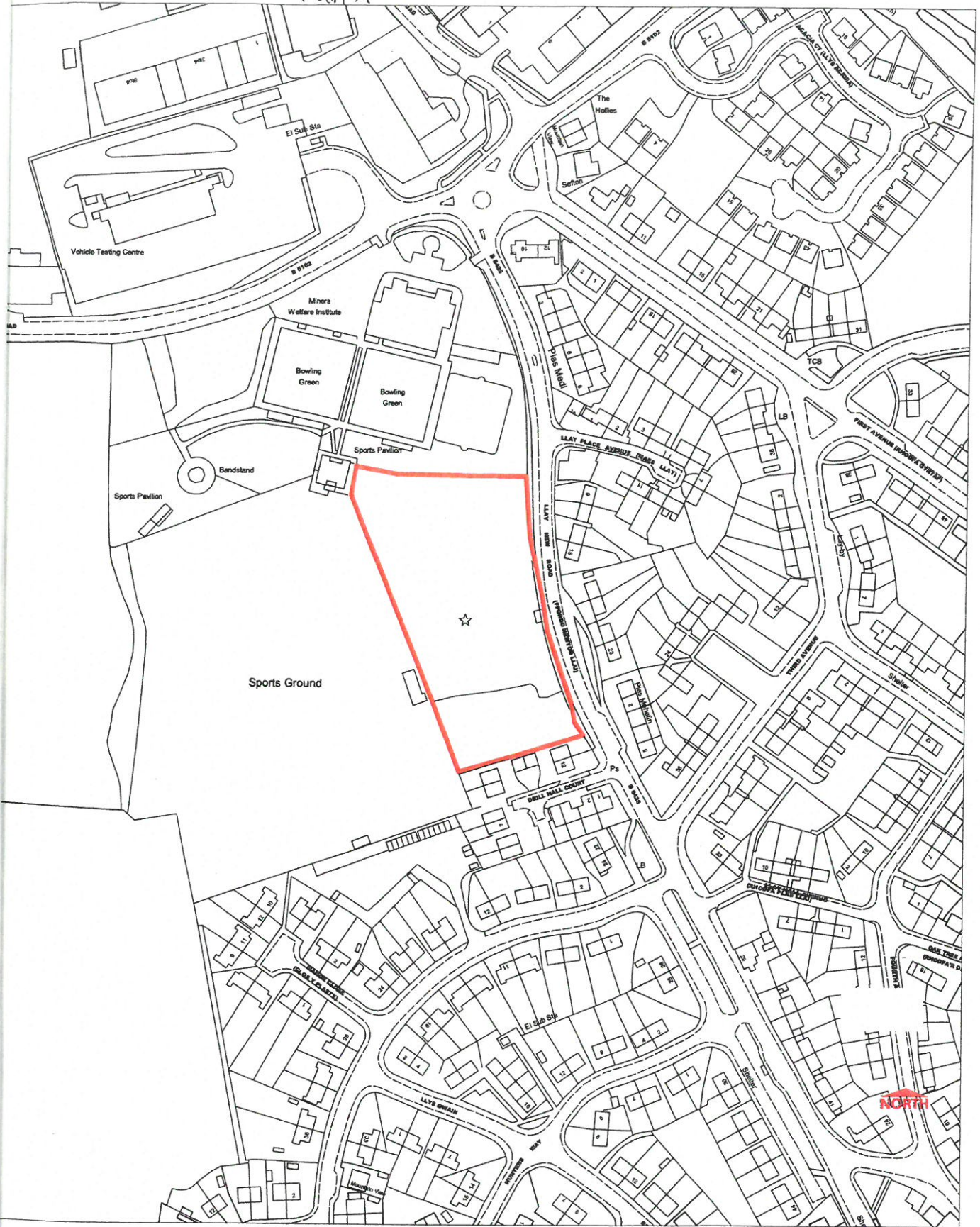
"Act"	the Town and Country Planning Act 1990
"Application"	the application for outline planning permission dated 11 th April 2016 submitted to the Council for the Development and allocated reference number P/2016/0373
"Commencement of Development"	the date on which any material operation (as defined 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 consisting as set out in the Application
"Dwelling"	means any residential unit (including a house flat or maisonette) constructed on the Site pursuant to the Planning Permission
"Education Contribution"	means the sum to be paid by the Owner to the Council in accordance with the provisions of the Third Schedule
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time.
"Material Operation"	means a material operation as defined in Section 56 subsection 4(a) to (e) of the 1990 Act to implement the Planning Permission
"Plan A"	the Plan A attached to this Deed
"Plan B"	the Plan B attached to this Deed
"Planning Permission"	the full planning permission subject to conditions to be granted by the Council pursuant to the Application and attached to this Deed
"POS Scheme"	means the scheme relating to the implementation and management of the Public Open Space submitted to and approved in writing by the Council pursuant to the Application and relevant condition 11 of the Planning Permission



Plan A



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

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



P/2016/0373
Land South of the Miners Welfare Institute
Llay New Road, Llay, Wrexham

Date: 08/06/2016
Scale: 1:2500
Sheet: SJ3255



Handwritten signature

Plan B



The Contractor is responsible for checking all dimensions - any discrepancy to be brought to the attention of the client before proceeding with the work.

Where an item is covered by drawings of different scales, the larger scale drawing takes precedence.

Do not scale drawings - measured dimensions to be worked in all cases.

Revisions:

- A) 5 Jan. 2016 - Layout amended
- B) 5 Jan. 2016 - Layout amended following discussions with Conservation Officer
- C) 1 Feb. 2016 - Layout amended following feedback from the Conservation Officer
- D) 15 March 2016 - Layout amended following further feedback from the Conservation Officer

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site address

LLAY MINERS WELFARE

project
Outline Planning Application - Indicative Site Layout Plan

description & scale

Indicative Block/Site Plan -
1:500 when printed @ A3

job number/revision

December 2015

15/023/LMW/02rev.D



Block/Site Plan
0 5m 10m 15m
scale bar

Handwritten signatures and notes:
K. Jones
K. Jones & P. Jones
T. Jones

"POS Transfer"	means a transfer of the Public Open Space to a Residents Management Company
"Public Open Space"	means the areas such areas of trees landscaping and planting on the Development in accordance with condition 11 of the Planning Permission
"Residents Management Company"	means a registered company limited by guarantee that has been formed for the purposes of maintaining the Public Open Space and for complying with and carrying out the requirements of the POS Scheme
"Site"	the land subject to this Deed as shown edged red on the Plan A 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, 12 and 13 (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 on behalf of themselves and their successors in title to the Site (but subject always to clause 7.8 of this Deed) to:

5.1.1 comply with the obligations set out in the Second Schedule to this Agreement

5.1.2 comply with the obligations relating to the Education Contribution set out in the Third Schedule to this Agreement

- 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 Fourth 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 £1,250.00
- 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 its interest in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan

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 JURISDICTION

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

13 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

All that parcel of land being Land on South of Miners Welfare Institute, Llay New Road, Llay, Wrexham being part of the land registered at H M Land Registry in the name of the Owner with title absolute under title number CYM440310 and shown edged in red on Plan A

SECOND SCHEDULE

Owner's Covenants – Residents Management Company and Public Open Space

Part 1 Covenants on the part of the Owner 1. Not to dispose of any Dwelling on the Site until:-

- 1.1 the Residents Management Company has been incorporated and
- 1.2 a copy of the proposed Articles of Association of the Residents Management Company has been submitted to and approved in writing by the Council such approval not to be unreasonably withheld or delayed
- 2 To submit to the Council the Articles of Association and Certificate of Incorporation of the Residents Management Company within 4 weeks of its incorporation
3. On the first disposal of each Dwelling to require the purchasers thereof to become members of the Residents Management Company
4. To procure
- 4.1 that a restriction is entered on the Proprietorship Register of all individual Dwellings in the following form:

"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 paragraph 4 of the Second Schedule of an Agreement dated 2016 made between Wrexham County Borough Council (1) and THE TRUSTEES OF LLAY MINER'S WELFARE INSTITUTE AND RECREATIONAL GROUND (2) have been complied with"
- 4.2 that the assurance of each individual Dwelling to the first disponee thereof contains a covenant on the part of the first disponee (and its successors in title) to pay to the Residents Management Company a fair and reasonable proportion (with the intention that the sum of all contributions from the Dwellings on the Site shall equal 100%) of the outgoings of the Residents Management Company incurred in complying with the relevant obligations of this schedule
5.

On disposal of the last of the Dwellings to be occupied to complete POS Transfer and send a certified copy of the POS Transfer and the enabling Residents Management Company's Board Minute and Resolution to the Council in evidence thereof
6. To plant and lay out the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement
7. To provide in the POS Transfer a covenant in the following terms:
 1. "The Transferee hereby covenants to observe and perform the covenants agreements obligations and stipulations contained or referred to in the

10 November

Second Schedule of an Agreement dated 10 November 2016 made between Wrexham County Borough Council (1) THE TRUSTEES OF LLAY MINER'S WELFARE INSTITUTE AND RECREATIONAL GROUND (2) AND to observe and perform the requirements of the POS Scheme referred to therein".

.2 not to use the Public Open Space for any purpose whatsoever other than as public open space for the benefit of the Development being landscaped and open grassed areas nor cause permit or allow any structures thereon in accordance with the Planning Permission or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste or alter ground levels or light fires within the Public Open Space except that the Owner may install subterranean plant and equipment for the reception storage and disposal of foul and surface water and sewerage and gas together with appropriate infrastructure relating to such installations, any surface projections being suitable protected to the reasonable satisfaction of the Council

Part 2 Covenants on the part of the Residents Management Company

Public Open Space

5. To observe and perform the provisions of the POS Scheme
9. To comply with the POS Scheme and to maintain and manage in perpetuity the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement
11. Not to affix to any trees on the Site any items or structures likely to occasion damage to any such tree

THIRD SCHEDULE

Owner's Covenants – Education Contribution

1. The owner covenants with the Council to pay to the Council upon occupation of the ninth Dwelling comprising the Development the Education Contribution towards the provision, improvement or extension of primary and secondary education facilities in accordance with the following formula:

Primary Education Contributions: -

A = (2-3 bedroom Dwellings) - No of Units x £1,960.00

B =(4+ bedroom Dwellings) - No of Units x £2,352.00

Total Primary = A + B

Secondary Education Contributions: -

C = (2-3 bedroom Dwellings) - No of Units x £2,000.00

D =(4+ bedroom Dwellings) - No of Units x £2,400.00

Total Secondary = C + D

Total Primary Education Contribution + Total Secondary Education Contribution =
Total Education Contribution

2. For the avoidance of doubt it is acknowledged that the obligation to pay the Education Contribution is not conditional upon receiving any demand, request, invoice, or other communication from the Council
3. In the event that the Education Contribution is paid later than 12 (twelve) months from the Commencement of Development it shall be increased by the same percentage as the percentage increase in the all items figure of the Index of Retail Prices published two months before the date of payment when compared with the all items figure at the said Index in existence at the date of this Deed until the date of actual payment

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 LLAY MINERS WELFARE INSTITUTE
AND RECREATION GROUND

Code No LLA P/2016/0373

Agent BOB DEWEY PLANNING
MR B DEWEY
THE GABLES
LLANFYNYDD
WREXHAM
LL11 5HG

Date Received 14/04/2016

Decision Date

Town and Country Planning Act, 1990

Location of application

LAND SOUTH OF THE, MINERS WELFARE INSTITUTE, LLAY NEW ROAD, LLAY, WREXHAM LL12 0TH

Description of application

OUTLINE APPLICATION FOR RESIDENTIAL DEVELOPMENT AND FORMATION OF NEW ACCESS

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

CLF4	Playing fields, children's play areas and open space
CLF5	Open space requirements from new residential developments
EC4	Hedgerows, Trees and Woodland
EC6	Biodiversity Conservation
EC9	Listed buildings of special architectural or historic interest
GDP1	Development objectives
GDP2	Capacity of infrastructure and community facilities
H5	Housing in the countryside
PS1	Settlement limits
PS2	Development and the environment
T8	Parking

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision that Outline Planning Permission be GRANTED

Subject to the following:-

Applicant	LLAY MINERS WELFARE INSTITUTE AND RECREATION GROUND	Code No	LLA P/2016/0373
Agent	BOB DEWEY PLANNING MR B DEWEY THE GABLES LLANFYNYDD WREXHAM LL11 5HG	Date Received	14/04/2016
		Decision Date	

Condition(s)

1. Approval of the following details shall be obtained from the Local Planning Authority before any part of the development is commenced:
 - a. the layout of the building(s)
 - b. the scale of the building(s)
 - c. the appearance of the building(s)
 - d. the landscaping of the site
2. Plans and particulars of the reserved matters referred to in condition 1 (above) shall be submitted in writing to the Local Planning Authority before the expiry of three years from the date of this permission. The development shall only be carried out in strict conformity with such details as are approved.
3. The development hereby approved shall be commenced before the expiry of five years from the date of this permission or before the expiry of two years from the date of approval of the last of the reserved matters required to be approved, whichever is the later.
4. 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 shall take place except in strict accordance with the Method Statement as is approved. The Method Statement shall include the following:
 - a) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
 - b) 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;
 - c) 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;
 - d) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
 - e) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
 - f) Method for protecting retained trees during demolition works;
 - g) Details of all proposed tree works, including felling and pruning.

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		Decision Date	

5. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating provision for foul water, surface water and land drainage has been submitted to and approved in writing by the Local Planning Authority. Prior to the submission of those details, an assessment shall be carried out into the potential for disposing of surface water by means of Sustainable urban Drainage Systems (SuDS) in accordance with the principles of sustainable drainage systems set out in Technical Advice Note 15: Development and Flood Risk, and the results of the assessment shall be submitted in writing to the Local Planning Authority. Where a SuDS scheme is to be implemented, the submitted details shall:

- i) Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of receiving ground water and/or surface waters;
- ii) Specify the responsibilities of each party for the implementation of the SuDS scheme, together with a timetable for that implementation; and,
- iii) Provide a timescale for implementation, management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

6. No part of the development shall commence until full details of the proposed adopted footways and carriageway as shown on drawing no. 15/023/LMW/02 Revision D has been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until the scheme as approved has been implemented in full.

7. Development shall not commence until a Construction Environment and Management Plan has been submitted to and approved in writing by the Local Planning Authority. Construction shall thereafter be carried out in strict accordance with the details as approved.

8. No tree removal or vegetation clearance shall take place within the bird nesting season (March-September) or within 48 hours of a nesting survey of the trees and vegetation to be removed that has been submitted to the Local Planning Authority and demonstrates that there are no birds nesting in them.

9. 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

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shall thereafter be permanently retained clear of any such obstruction to visibility.

10. The submissions made in respect of condition 01 shall include details of the location and layout of off-street vehicular parking and turning areas for each dwelling. No dwelling shall be occupied until vehicular parking and turning areas for that dwelling have been laid out, surfaced and drained in strict accordance with the details as are subsequently approved. The parking and turning areas shall thereafter permanently retained and kept free of any obstruction, and made available solely for the parking and turning of vehicles at all times.

11. The site layout and landscaping details required by condition 01 shall include an area or areas of public open space together with a scheme that includes the following details:

- i) hard and soft landscaping of the open space area(s);
- ii) the timing of the construction and landscaping of the open space area(s);
- iii) a scheme of management and maintenance for the open space area(s)

Public open space shall be provided, managed and maintained in accordance with the scheme as approved and thereafter permanently retained.

12. This permission allows for a maximum of 18 dwellings to be built on the site.

Reason(s)

1. To comply with the provisions of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012
2. To comply with Section 92 of the Town and Country Planning Act, 1990.
3. To comply with Section 92 of the Town and Country Planning Act, 1990.
4. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s).
5. To ensure satisfactory drainage of the site and to avoid flooding.
6. In the interests of highway safety.
7. To protect the amenities of the occupiers of nearby properties.
8. In order to protect wildlife interests, which are afforded special protection.

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9. To ensure that adequate visibility is provided at the proposed point of access to the highway.
10. 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.
11. In the interests of the appearance of the development and the standard of amenity afforded to future occupiers.
12. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.

Note(s) to applicant

Drawing no. 15/023/LMW/02 Revision D has only been approved in so far as the position of the site access. The granting of this permission does not give approval for or imply than reserved matters approval or full planning permission will be forthcoming for the layout and of the development and/or the number of dwellings shown on that drawing.

The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from former coal mining activity. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and previous surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of development taking place.

It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), be submitted alongside any subsequent application for Building Regulations approval (if relevant). Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at: <https://www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries>

Any intrusive activities which disturb or enter any coal seams, coal mine

Applicant LLAY MINERS WELFARE
INSTITUTE AND RECREATION
GROUND

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WREXHAM
LL11 5HG

**Date
Received** 14/04/2016

**Decision
Date**

workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.

Property specific summary information on past, current and future coal mining activity can be obtained from: www.groundstability.com

If any of the coal mining features are unexpectedly encountered during development, this should be reported immediately to The Coal Authority on 0345 762 6848. Further information is available on The Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority.



**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



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 proximity to schools.
- School population assessment 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
10 * £1960	= £19600
10 - 3 bedroom	standard charge
10 * £1960	= £19600
10 - 4 bedroom	standard charge +20%
10 * £2352	= £23520

Charges at secondary school level

No shortage, no charge.



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

tribution

Timing of contributions

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

Cost guidelines

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

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

Schools where contributions are likely to be required

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

Secondary schools

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

Primary schools

Gwersyllt - Bryn Alyn School Catchment

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

Llangollen - Dinas Bran (Denbighshire) School Catchment

No schools

Penley - Maelor School Catchment

Hanmer
Penley Madras
Marchwiell C.P.

Rhosllanerchrugog - Y Grango School Catchment

Johnstown Infants
Johnstown Junior
Penycae C.P.

Rossett - Darland School Catchment

Gresford
Marford C.P.

Ruabon - Rhiwabon (11 to 18 years) School Catchment

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

Wrexham - Clywedog School Catchment

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

Wrexham - St. Joseph's School Catchment

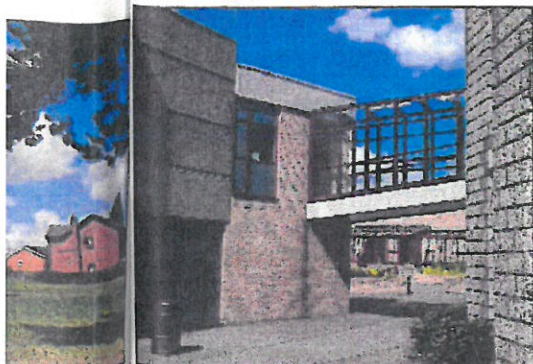
St. Mary's

Wrexham - Rhosnesni School Catchment

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

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

Wrexham Plas Coch C.P.



Wrexham County Borough - School Location

SECONDARY SCHOOLS

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

OTHER SCHOOLS

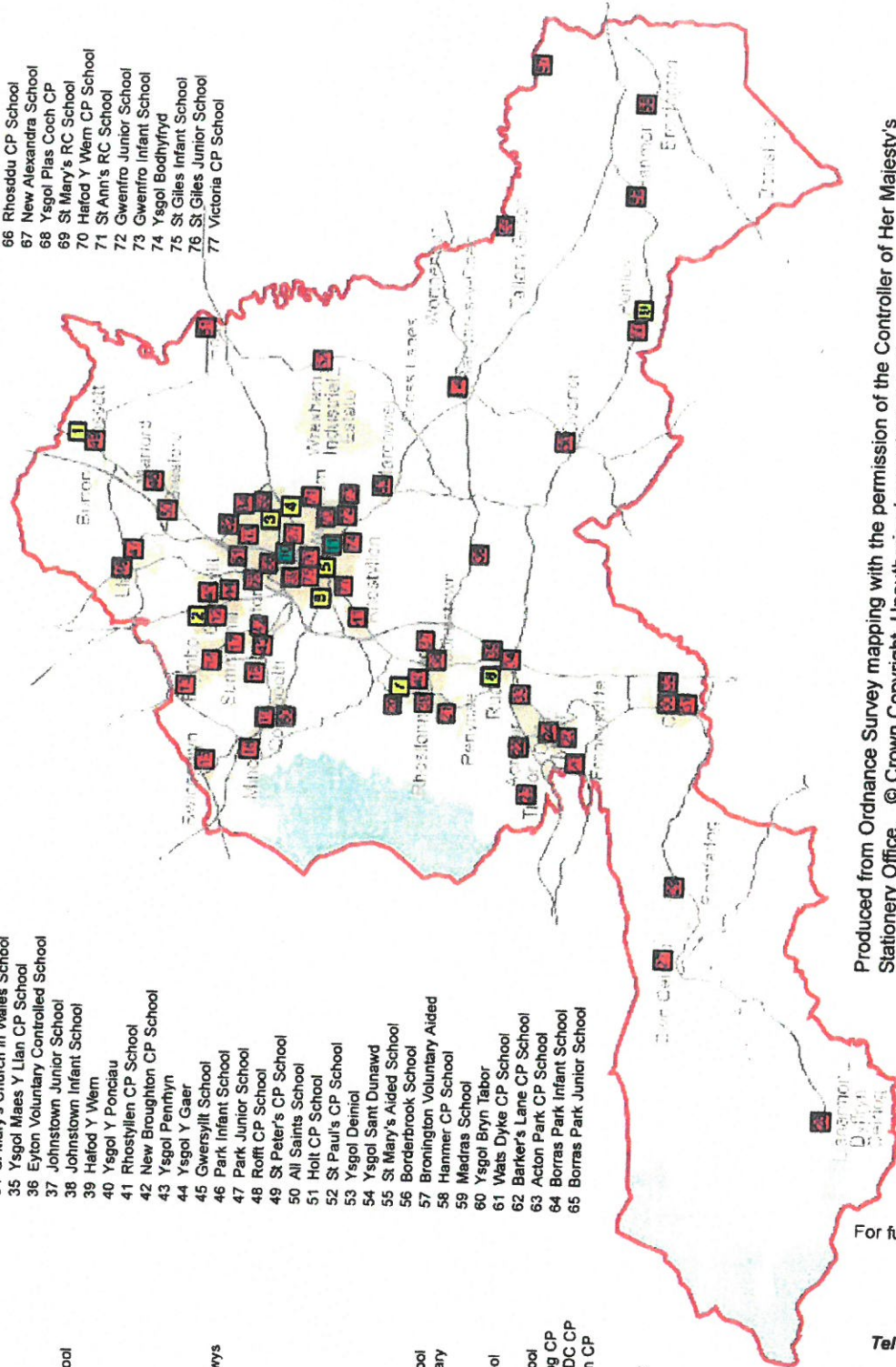
- 10 Groves
- 11 St Christophers/Ysgol Powys

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 Ddwl CP School
- 25 Cefn Mawr CP School
- 26 Ysgol Froncysyllte CP School
- 27 Ysgol Cynnddelw, Glynceiriog CP
- 28 Ysgol Gynradd Llanamnon 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 Eytton Voluntary Controlled School
- 37 Johnstown Junior School
- 38 Johnstown Infant School
- 39 Hafod Y Wern
- 40 Ysgol Y Pondaiau
- 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 Demol
- 54 Ysgol Sant Dunawd
- 55 St Mary's Aided School
- 56 Borderbrook School
- 57 Bronington Voluntary Aided
- 58 Hammer CP School
- 59 Medras School
- 60 Ysgol Bryn Tabor
- 61 Wals 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 Gwentno Junior School
- 73 Gwentno 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

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Lampbit Street
Wrexham, LL11 1AB
Telephone: (01978) 281111
Fax: (01978) 281112

Asset Management Services
Management Office
Crown Buildings, Chester Street
Wrexham, LL11 1AB
Telephone: (01978) 281111
Fax: (01978) 281112
www.wrexham.gov.uk
Adopted March 2011
Revised November 2010

FOURTH 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 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 any of the Education Contribution made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council and the ten year period shall commence from the date of receipt by the Council of the final payment in accordance with the provisions of the Third Schedule hereto together with Interest from the date of the payment to the date of refund.



CERTIFICATE

Ian Hall of GHP Legal, 26-30 Grosvenor Road, Wrexham LL11 1BU
as solicitor for the Owner (as defined in the within written Deed) hereby certifies that
the First Schedule of this Agreement is correct.

Signed



Dated: 3 March 2016

GHP Legal
26-30 Grosvenor Road
Wrexham
LL11 1BU

.11 1BU
rtifies that

2/16

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

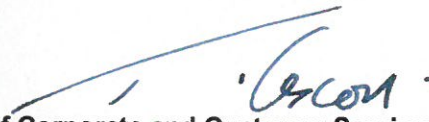
EXECUTED as a DEED by affixing

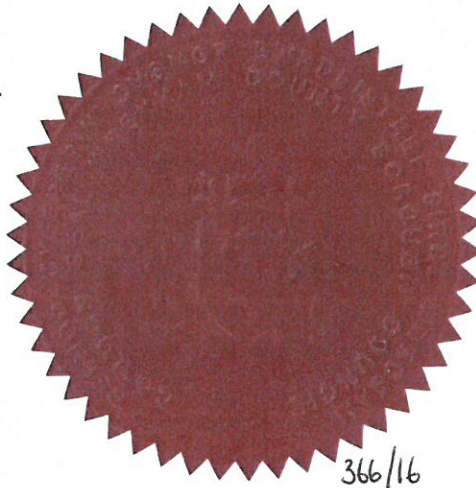
THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL

in the

presence of:-


Head of Corporate and Customer Services



EXECUTED as a Deed by

THE TRUSTEES OF LLAY MINER'S WELFARE INSTITUTE AND RECREATION GROUND

acting by two trustees :-


.....
Trustee


.....
Trustee