

Dated

18th June

2024

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

BRYMBO DEVELOPMENTS LIMITED (2)

and

PARKHILL ESTATES LIMITED (3)

Planning Obligation by Deed of Agreement

under Section 106 of the Town and Country Planning Act 1990
relating to Land at Former Brymbo Steelworks Brymbo Wrexham

Linda Roberts Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref: NR/041134

CONTENTS PAGE

Clause / Schedule

Page No's

1.	Definitions	1
2.	Construction of this Deed.....	3
3.	Legal Basis	4
4.	Conditionality	4
5.	The Owner's Covenants	4
6.	The Council's Covenants	4
7.	Miscellaneous	4
8.	Waiver	5
9.	Change in Ownership	5
10.	Indexation	6
11.	Interest	6
12.	VAT.....	6
13.	Jurisdiction	6
14.	Delivery	6
15.	Dispute Provisions	6
Schedule 1	Description of the Site	8
Schedule 2	Owner's Covenants – Education Contribution	9
Schedule 3	Owner's Covenants – Public Open Space and Management Company .	10
Schedule 4	Owner's Covenants – Provision of Highway Works	12
Schedule 5	Transfer of Primary School Land.....	13
Schedule 6	Council's Covenants - Discharge of obligations	14
Schedule 7	Draft Planning Permission.....	15

DATE

18th June

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PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **BRYMBO DEVELOPMENTS LIMITED** (registered Co. No. 00936369) of Fernhill estate Office, Fernhill Road, Sutton, Shropshire TF10 8DJ ("the Owner")
- (3) **PARKHILL ESTATES LIMITED** (registered Co. No. 02635632) of Fernhill estate Office, Fernhill Road, Sutton, Shropshire TF10 8DJ ("the Second 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 Schedule 1 hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner and the Second Owner are the registered proprietors 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 6 September 2021 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 means the Town and Country Planning Act 1990.

Ancillary Works means works and measures reasonably required to be carried out by the Owner to mitigate the effects of implementing the Highway Works.

Application means the application for outline planning permission dated 14th September 2020 submitted to the Council for the Development and allocated reference number P/2020/0649.

Certificate of Practical Completion means a certificate issued by the Council under the relevant Highways Agreement or such other certificate as may be issued pursuant to the Highways Agreement to evidence that the Highway Works have been completed.

Commencement of Development means 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, earth works, 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** or **Commenced Development** shall be construed accordingly.

Commencement of Development of a Dwelling Phase means the carrying out of a Material Operation within a Dwelling Phase notwithstanding that the Planning Permission may have been implemented.

Commercial Unit means a commercial property to be constructed as part of the Development.

Development means the development of the Site consisting as set out in the Application.

Dwellings means the residential units (including houses, flats or maisonettes) permitted as part of the Development.

Dwelling Phase means any Phase of the Development that comprises a Dwelling.

Education Contribution means the sum to be paid by the Owner to the Council in accordance with the provisions of Schedule 2 of this deed.

Expert means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of Clause 15 to determine a dispute.

HA 1980 means the Highways Act 1980.

Highways Agreement means an agreement made under section 38 and/or section 278 of the HA 1980 as agreed between the Owner and the Council.

Highway Works means the construction of a spine road up to a maximum of 120 metres the approximate location of which is shown edged blue on Plan A which works are required to make good a deficiency in infrastructure provision arising from the Development, and any detailed design subsequently approved by the Council together with such other Ancillary Works as the Council may require and for the avoidance of doubt the spine road is to abut the adopted highway

Index means all Items Index of Retail Prices issued by the Office for National Statistics

Interest means interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time.

Management Company means a registered company limited by guarantee that has been formed for the purposes of amongst other obligations maintaining the

Public Open Space and for complying with and carrying out the requirements of the POS Scheme.

Necessary Highway Consents any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, statutory undertaker or person for the carrying out of the Highway Works.

Plan A means the plan exhibited in Schedule 1.

Planning Permission means the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in Schedule 7.

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 conditions of the Planning Permission.

POS Transfer means a transfer of the Public Open Space to a Residents Management Company.

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

Practical Completion of the Highway Works means completion of the Highway Works (or part of the Highway Works) that enables the road to be used for the purpose designed, save for any minor defects and **Practically Complete** shall be construed accordingly.

Primary School Land means freehold transfer of land with vacant possession shown for identification purposes only edged green on Plan A having an area of 2.1 hectares.

Public Open Space means the areas such areas of public open space trees hard and soft landscaping planted features driveways parking areas on the Development in accordance with conditions of the Planning Permission.

2. CONSTRUCTION OF THIS DEED

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

instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.

- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner

4. CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development.

save for the provisions of Clauses 5.2, 7.1, 13 and 14 (commencement of development, legal costs, jurisdiction, and delivery) fees which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in Schedules two, three, and four and five of this Deed
- 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 Schedules 4 and 6.

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 £2,000.
- 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 Council's Chief Officer – Housing 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 or an event under Clause 7.7 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 or lessees of Dwellings or commercial units constructed pursuant to the Planning Permission nor against those deriving title from them or their mortgagee or chargee.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8. WAIVER

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan

10. INDEXATION

Any sum referred to in the Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

11. INTEREST

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

12. VAT

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

13. JURISDICTION

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

14. DELIVERY

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

15. DISPUTE PROVISIONS

- 15.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed, such dispute or difference shall be referred to an Expert to be agreed by the parties, or in the absence of agreement, to be appointed, at the request of any of the parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the parties except in the case of manifest error
- 15.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 15.3.
- 15.3 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) working days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) working days to make counter-submissions to the written submissions of any other party.
- 15.4 The Expert's costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.5 The provisions of this Clause 15 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction.

16 SECTION 73 VARIATION

For the avoidance of doubt in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of conditions on the Planning Permission, save and in so far as this

Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall be deemed to include any subsequent section 73 applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

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

SCHEDULE 1
DESCRIPTION OF THE SITE

Land known as former site of Brymbo Steelworks, Brymbo, Wrexham being the land registered at HM Land Registry under title numbers WA705202 CYM418353 and CYM194878 shown edged in red on Plan A.



- Site Boundary
- Primary school boundary
- Indicative location of spine road

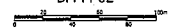
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Project
Brymbo Park

Drawing Title
Site Plan
for Section 106 Agreement

Date	Scale	Drawn by	Check by
01.12.21	1:2500 @ A2	SM	LH
Project No	Drawing No	Revision	
27968	BM-M-02	A	



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SCHEDULE 2
OWNER'S COVENANTS – EDUCATION CONTRIBUTION

1. Prior to the first occupation of 75 of Dwellings on the Development the Owner covenants with the Council to pay to the Council 33% of the Education Contribution.
2. Prior to the first occupation of 150 of the Dwellings on the Development the Owner covenants with the Council to pay to the Council an additional 33% of the Education Contribution.
3. Prior to the first occupation of 225 of the Dwellings on the Development the Owner covenants with the Council to pay the final 34% of the Education Contribution towards the provision, improvement or extension of primary education facilities at the Primary School provided for by the Planning Permission, Brynteg CP School, Ysgol Tanyfront, Black Lane CP School, Ysgol Heulfan and/or Gwersyllt Community Primary School in accordance with the following formula:

Primary Education Contribution: -

A = no of One bedroom apartments x 0 (There is no sum payable in respect of One-bedroom apartments)

B = No of Two+ bedroom apartments x £858.00 eight hundred and fifty-eight

C = No of 2-bedroom Dwellings x £1471.00 One thousand four hundred and seventy one pounds

D = No of 3-bedroom Dwellings x £2819.00 Two thousand eight hundred and nineteen pounds

E = No of 4+ bedroom Dwellings x £3800.00 Three thousand eight hundred pounds

Total Education Contribution = the total of A and B and C and D and E

4. 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.
5. 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 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.

SCHEDULE 3
OWNER'S COVENANTS – PUBLIC OPEN SPACE AND MANAGEMENT COMPANY

The Owner covenants with the Council:

1. Not to permit the occupation of any Dwelling until: -
 - (a) the Management Company has been incorporated and
 - (b) a copy of the proposed articles of association of the Management Company has been submitted to and approved in writing by the Council such approval not to be unreasonably withheld or delayed.
 - (c) a copy of the POS Scheme has been submitted to the Council
2. To submit to the Council the articles of association and certificate of incorporation of the Management Company within 4 weeks of its incorporation
3. On the first disposal of each Dwelling to require the purchasers thereof and their successors in title to become members of the Management Company with a view and to the intent that they can influence and contribute to the compliance with the obligations of this Schedule and to procure 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 3 of the Third Schedule of an Agreement dated [] 2024 made between Wrexham County Borough Council (1) Brymbo Developments Limited (2) Parkhill Estates Limited (3) have been complied with"
4. To pay to the 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 Management Company incurred in complying with the relevant obligations of this Schedule
5. To observe and perform the provisions of the POS Scheme and monitor and review it at least every 5 years and to obtain the approval of the Council to any amendments thereto so as to ensure that they remain appropriate and relevant over time
6. To provide in the POS Transfer a covenant in the following terms:

"The Transferee hereby covenants in fee simple in perpetuity to observe and perform the covenants agreements obligations and stipulations contained or referred to in the Third Schedule of an Agreement dated [] 2024 made between Wrexham County Borough Council (1) Brymbo Developments Limited (2) Parkhill Estates Limited (3) AND to observe and perform the requirements of the POS Scheme referred to therein".
7. Not to allow more than 50% of the Dwellings to be occupied until the POS Transfer has been completed and a certified copy of the POS Transfer and the enabling Management Company's board minute and resolution has been submitted to the Council in evidence thereof

8. To plant lay out and construct, and provide play equipment on the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement
9. To comply with the POS Scheme and to maintain and manage in perpetuity the Public Open Space and any play equipment erected thereon in accordance with the POS Scheme the Planning Permission and this Deed
10. 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 and as a play area nor cause permit or allow any structures other than play equipment 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

SCHEDULE 4
OWNER'S PROVISION OF HIGHWAY WORKS

Notwithstanding the transfer of the Primary School Land pursuant to Schedule 5 of this Deed the Council shall not occupy nor allow any occupation of the Primary School Land until the Owner has carried out and Practically Completed the Highway Works at its own expense to a standard suitable for adoption as publicly maintainable highway to connect with any vehicular highway or highway that is or are or will be maintainable at the public expense

SCHEDULE 5
TRANSFER OF PRIMARY SCHOOL LAND

Commencement of Development of a Dwelling Phase shall not take place unless and until the Primary School Land has been transferred to the Council for one pound free from encumbrances and for the avoidance of doubt the parties agree that there shall be a restrictive covenant imposed within the transfer prohibiting the use of the Primary School Land for any purpose other than for educational purposes.

SCHEDULE 6
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 Contributions 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 shall commence from the date of receipt by the Council of the final payment in accordance with the provisions of Schedule 2 hereto together with Interest from the date of the payment to the date of refund.
3. The Council shall use reasonable endeavours to enter into the Highways Agreement and any Necessary Highway Consents with the Owner to secure the provision of the Highway Works and their subsequent adoption as publicly maintainable highway within a reasonable time scale so as not to cause unnecessary delay to the Development.

SCHEDULE 7
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 CANNON

Reference P/2020/0649

Decision Date

Town and Country Planning Act, 1990

Location of Application

FORMER SITE OF BRYMBO STEELWORKS BRYMBO WREXHAM LL11 5FS

Description of Application

OUTLINE PLANNING PERMISSION FOR UP TO 295 DWELLINGS (CLASS C3 USE), A PRIMARY SCHOOL (2-FORM ENTRY), SMALL DISTRICT CENTRE COMPRISING UP TO 1,395 SQ.M OF CLASS A1 RETAIL, UP TO 372 SQ.M OF CLASS A3 RESTAURANT / PUBLIC HOUSE, UP TO 465 SQ.M OF CLASS D1 USE, MULTI-FUNCTIONAL GREEN INFRASTRUCTURE, INCLUDING INFORMAL OPEN SPACE, SURFACE WATER ATTENUATION, VEHICLE ACCESSSES, CAR PARKING, ENGINEERING WORKS, PUBLIC FOOTPATHS AND HARD AND SOFT LANDSCAPING, UNDERGROUND SERVICES, AND ALL ANCILLARY AND ENABLING WORKS, WITH ALL MATTERS RESERVED EXCEPT FOR VEHICULAR ACCESS FROM BRYMBO ROAD

In reaching this decision the Council has had regard to the following relevant policies: -

National Policies and Technical Advice Notes (TAN):

Future Wales Policy 1 - Where Wales will grow
Future Wales Policy 20 - National Growth Area - Wrexham and Deeside
TAN 11 - Noise
TAN 12 : Design
TAN 18 : Transport
TAN 5 : Nature Conservation and Planning

Wrexham Local Development 2013 – 2028:

BE4 - Regeneration of the Former Brymbo Steelworks Site
CF2 - Provision of New Open Space
DM1- Development Management Considerations
H1 - Housing Allocations

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 CANNON

Reference P/2020/0649

Decision Date

H2 - Affordable Housing, Non-Strategic Housing Allocations and Windfall Sites
NE1 - International and National Nature Conservation Designations
NE3 - Trees, Woodlands and Hedgerows
R6 - Retail, Leisure and Commercial Development (Edge and Out of Centre)
SP1 - Housing Provision
SP11 - Transport and Accessibility
SP13 - Health and Wellbeing
SP14 - Natural Environment
SP15 - Historic and Cultural Environment
SP18 - Climate Change
SP19 - Green Infrastructure
SP2 - Location of Development
SP5 - Planning Obligations
T1 - Managing Transport Impacts
T2 - Active Travel

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision : GRANTED subject to the following:-

Condition(s)

1. Details of the appearance, landscaping, layout or scale (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the Local Planning Authority before any development begins and the development shall be carried out as approved.

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 CANNON

Reference P/2020/0649

Decision Date

2. Any application for approval of the reserved matters shall be made to the Local Planning Authority not later than three years from the date of this permission.
3. The development shall begin either before the expiration of five years from the date of this permission or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.
4. No development or phase of development, including site clearance, with the potential to impact on invasive species, shall commence until a Biosecurity Risk Assessment has been submitted to and approved in writing by the Local Planning Authority. The risk assessment shall include measures to control, remove and the long-term management of invasive species both during construction and operation. The Biosecurity Risk Assessment shall be implemented in accordance with the approved details.

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 CANNON

Reference P/2020/0649

Decision Date

5. No development shall commence until the following components of a scheme to deal with the risks associated with contamination at the site, has been submitted to and approved in writing by the Local Planning Authority:-

1. A preliminary risk assessment which has identified; a. all previous uses; b. potential contaminants associated with those uses; c. a conceptual model of the site indicating sources, pathways and receptors; d. potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
3. The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
5. If during the course of development any contamination is found that has not been identified in the site investigation, no further development shall take place on those parts of the site where that contamination has been found until an additional scheme of remediation has been submitted to and approved in writing by the local planning authority for those parts of the site. The relevant parts of the site shall

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 CANNON

Reference P/2020/0649

Decision Date

thereafter be remediated in accordance with the additional scheme of remediation.

The remediation strategy and its relevant components shall be carried out in accordance with the approved details.

6. Prior to first occupation of the development, a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a long-term monitoring and maintenance plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be carried out in accordance with the approved details.
7. Prior to first occupation of the development, a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a long-term monitoring and maintenance plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be carried out in accordance with the approved details.

Applicant MR JAMES CANNON

Reference P/2020/0649

Decision Date

8. Prior to the first use of any building for a purpose falling within Class A3 of the Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification), a scheme for the ventilation, extraction and dispersal of cooking smells shall be implemented in accordance with details that shall have first been submitted to and approved in writing by the Local Planning Authority. The scheme submitted for approval shall include details of the method of construction, odour control measures and appearance and external finish. The approved scheme shall thereafter be permanently retained in an operational condition.
9. The rating level of any noise generated by air handling plant associated with the development shall not exceed the pre-existing background level by more than 5dB(A) at any time. The noise levels shall be determined at nearby noise sensitive premises, and measurements and assessment shall be made in accordance with BS4142:2014 Methods for rating and assessing industrial and commercial sound.
10. Development shall not commence until a scheme for the provision of foul sewerage infrastructure has been submitted to and approved in writing by the Local Planning Authority. The scheme shall provide for the drainage of foul water from the development site to discharge to the public sewerage system at manhole reference SJ29538601 and shall ensure that no land drainage run-off or surface water is permitted to discharge or connect to the public sewerage system, either directly or indirectly. No part of the development shall be occupied until the foul sewerage infrastructure has been installed in strict accordance with the scheme as approved.

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 CANNON

Reference P/2020/0649

Decision Date

11. The development hereby permitted makes provision for a primary school and a maximum of 295 dwellings, 1,395 sq.m of class A1 (Shops) floor space, 372 sq.m of Class A3 (Food and Drink) floor space and 465 sq.m of Class D1 (Non-Residential Institutions) floor space.
12. Development shall not commence until the following have been submitted to and approved in writing by the Local Planning Authority:-
 6. A report of findings arising from intrusive site investigations for mine entries and shallow coal mine workings
 7. The submission of a layout plan which identifies appropriate zones of influence for mine entries on site and the identification of suitable 'no-build' zones;
 8. The submission of a layout plan which identifies appropriate no-build zones for any high walls present on the site;
 9. The submission of a scheme of treatment for mine entries on site;
 10. The submission of a scheme of remedial works for shallow coal mine workings.

All works approved in connection with 1 - 5 shall be implemented in accordance with the approved details.

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 CANNON

Reference P/2020/0649

Decision Date

13. No part of the development shall be occupied until a Verification Report which demonstrates that the remedial works approved as part of condition no. 12 have been satisfactorily carried out, and the results of which have been submitted to and approved in writing by the Local Planning Authority.
14. The sales floor area of the convenience store shall not exceed 744m².
15. No part of the development shall commence until a Great Crested Newt Conservation and Mitigation Plan has been submitted to and approved in writing by the Local Planning Authority. The Plan shall include:
 11. Details of amphibian reasonable avoidance measures to prevent or reduce incidental capture or killing;
 12. Detail of amphibian friendly surface water management scheme;
 13. Details of initial aftercare and long-term maintenance and management of green infrastructure present on site and within the environs of the proposed development site, to include details of how management and maintenance will be financed. Details to include specific prescriptions for the benefit of amphibians;
 14. A timescale for implementation.

The Conservation and Mitigation Plan shall be implemented as approved.

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Applicant MR JAMES CANNON

Reference P/2020/0649

Decision Date

16. No part of the development shall commence until a Management Plan for the improvement of habitat to benefit breeding birds has been submitted to and approved in writing by the Local Planning Authority. The Plan shall be fully implemented in accordance with the approved details, prior to first occupation of the development.
17. No part of the development shall commence until a Reptile Mitigation Plan, to include a timescale for implementation, has been submitted to and approved in writing by the Local Planning Authority. The Reptile Mitigation Plan shall be implemented in accordance with the approved details.
18. No part of the development shall commence until a Badger Survey as carried out by a qualified Ecologist has been submitted to and approved in writing by the Local Planning Authority.
19. No part of the development shall commence until a site wide scheme to deliver a Net Benefit to Biodiversity, which shall include areas of native wildflower and tree planting, as well as integral bat and bird boxes, has been submitted to and approved in writing by the Local Planning Authority.
20. Prior to commencement of development, a scheme for the signalisation of the A525/Heritage Way junction, to include a timescale for implementation of the works, shall be submitted to and approved in writing by the Local Planning Authority. Scheme shall thereafter be implemented in accordance with the approved details.

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Applicant MR JAMES CANNON

Reference P/2020/0649

Decision Date

21. Details of each access point into the site and any alterations to Phoenix Drive shall be submitted as part of the reserved matters applications. The development shall be carried out in accordance with the approved details.
22. No dwelling shall be occupied until a scheme of low and zero carbon technology has been implemented in accordance with a scheme that shall have first been submitted to and approved in writing by the Local Planning Authority.
23. Any building erected for a use falling within Class A1, Class A3 or Class D1 shall be occupied until a scheme of low and zero carbon technology has been implemented in accordance with a scheme that shall have first been submitted to and approved in writing by the Local Planning Authority. Thereafter the measures installed in accordance with the scheme shall be retained.

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.

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Applicant MR JAMES CANNON

Reference P/2020/0649

Decision Date

- 4 In the interest of controlling invasive species in accordance with LDP Policy NE1
- 5 In the interests of the amenities of future occupants in accordance with LDP Policy DM1.
- 6 In the interests of the amenities of future occupants in accordance with LDP Policy DM1.
- 7 In the interest of safeguarding amenities of existing occupiers in accordance with LDP Policy DM1.
- 8 In the interest of safeguarding amenities of existing occupiers in accordance with LDP Policy DM1.
- 9 In the interest of safeguarding amenities of existing occupiers in accordance with LDP Policy DM1.
- 10 To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no pollution of or detriment to the environment in accordance with LDP Policies NE1 and NE6.

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 CANNON

Reference P/2020/0649

Decision Date

- 11 To prevent hydraulic overloading of the public sewerage system, protect the health and safety of existing residents, ensure no pollution of or detriment to the environment and to ensure the site can be effectively drained in accordance with LDP Policies DM1, NE1 and NE6.
- 12 To establish the exact nature of the coal mining legacy issues on the site and in accordance with policy LDP policy DM1
- 13 To establish the exact nature of the coal mining legacy issues on the site and in accordance with policy LDP policy DM1
- 14 To protect the vitality and viability of existing District, Local, Village and Neighbourhood Centres in accordance with LDP policy R6
- 15 To protect Great Crested Newts which would otherwise be damaged / lost by the development hereby permitted in accordance with LDP Policy NE1.
- 16 To protect species listed as a Priority in Wales in accordance with LDP Policy NE1 and Section 7 of the Environment Act Wales.
- 17 To protect reptiles which would otherwise be damaged / lost by the development hereby permitted in accordance with LDP policy NE1.

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Applicant MR JAMES CANNON

Reference P/2020/0649

Decision Date

- 18 To protect badgers which would otherwise be damaged / lost by the development hereby permitted in accordance with LDP policy NE1.
- 19 In order to protect wildlife interests, which are afforded special protection in accordance with LDP policy NE1 and to ensure the development delivers a net benefit to biodiversity in accordance with paragraph 6.4.5 of Planning Policy Wales 12.
- 20 To maintain the flow of traffic and prevent adverse impacts on highway safety in accordance with LDP Policy DM1.
- 21 In the interest of highway safety in accordance with the LDP policy DM1.
- 22 To ensure the development minimises energy use and carbon emissions in accordance with policy RE1 of the Wrexham Local Development Plan.
- 23 To ensure the development minimises energy use and carbon emissions in accordance with policy RE1 of the Wrexham Local Development Plan.

Note(s) to applicant

The proposed development lies within an area that has been defined by the Coal Authority as containing coal mining features at surface or shallow depth. These features may include: mine entries (shafts and adits); shallow coal workings;

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 CANNON

Reference P/2020/0649

Decision Date

geological features (fissures and break lines); mine gas and former surface mining sites. Although such features are seldom readily visible, they can often be present and problems can occur, particularly as a result of new development taking place. Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant land stability and public safety risks. As a general precautionary principle, the Coal Authority considers that the building over or within the influencing distance of a mine entry should be avoided. In exceptional circumstance where this is unavoidable, expert advice must be sought to ensure that a suitable engineering design which takes into account all the relevant safety and environmental risk factors, including mine gas and mine-water. Your attention is drawn to the Coal Authority Policy in relation to new development and mine entries available at:

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 workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, excavations for 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.

If any 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

The proposed development site is crossed by public sewers with the approximate position being marked on the attached Statutory Public Sewer Record. The positions shall be accurately located, marked out on site before works commence and no operational development shall be carried out within a specified easement zone either side of the centreline of the public sewers. The applicant is advised to contact Welsh Water to discuss. The applicant may need to apply to Dwr Cymru /

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Applicant MR JAMES CANNON

Reference P/2020/0649

Decision Date

Welsh Water for any connection to the public sewer under S106 of the Water Industry Act 1991. If the connection to the public sewer network is either via a lateral drain (i.e. a drain which extends beyond the connecting property boundary) or via a new sewer (i.e. serves more than one property), it is now a mandatory requirement to first enter into a Section 104 Adoption Agreement (Water Industry Act 1991). The design of the sewers and lateral drains must also conform to the Welsh Ministers Standards for Gravity Foul Sewers and Lateral Drains, and conform with the publication ""Sewers for Adoption"" - 7th Edition. Further information can be obtained via the Developer Services pages of www.dwrcymru.com. The applicant is also advised that some public sewers and lateral drains may not be recorded on our maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal the applicant may contact Dwr Cymru Welsh Water to establish the location and status of the apparatus. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times

Land contamination: In addition to the above conditions with respect to land contamination, we would recommend that developers should: 1. Follow the risk management framework provided in CLR11, Model Procedures for the Management of Land Contamination, when dealing with land affected by contamination. 2. Refer to the Environment Agency's 'Guiding Principles for Land Contamination' for the type of information that we require in order to assess risks to controlled waters from the site. The Local Authority can advise on risk to other receptors, such as human health. 3. Refer to the Environment Agency's (2018) 'Approach to Groundwater Protection' The applicant should also note that the treatment and disposal of contaminated soils and groundwater is regulated by waste legislation and requires an environmental permit. Excavated materials that are recovered via a treatment operation can be re-used on-site under the CL:AIRE Definition of Waste: Development Industry Code of Practice. This voluntary Code of Practice provides a framework for determining whether or not excavated material arising from site during remediation and/or land development works are

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Applicant MR JAMES CANNON

Reference P/2020/0649

Decision Date

waste. Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on site operations are clear. If in doubt, Natural Resources Wales should be contacted for advice at an early stage to avoid any delays.

Pollution prevention: During the construction phase you should take any precaution to prevent contamination of surface water drains and local watercourses. Oils and chemicals should be stored in bunded areas and spill kits should be readily available in case of accidental spillages. For further guidance please refer to GPP 5 and PPG 6 at the following link:
<http://www.netregs.org.uk/environmental-topics/pollution-prevention-guidelines-ppgs-and-replacement-series/guidance-for-pollution-prevention-gpps-full-list>

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

* Notice of initiation of development

Before beginning any development to which this planning permission relates, notice must be given to the Local Planning Authority in the form set out in Schedule 5A to the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 or in a form substantially to the like effect. The forms set out the details that must be given to the Local Planning Authority to comply with this duty.

* Display of notice

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

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Applicant MR JAMES CANNON

Reference P/2020/0649

Decision Date

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

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

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

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

David Fitzsimon

***Prif Swyddog Yr Economi a Chynllunio, Cyngor Bwrdeistref Sirol Wreccsam
Chief Officer Economy and Planning, Wrexham County Borough Council***

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

[Planning and building control | Wrexham County Borough Council](#)

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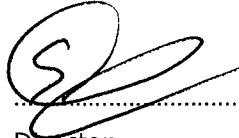
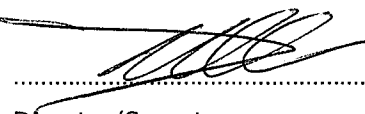
Reference P/2020/0649

Decision Date

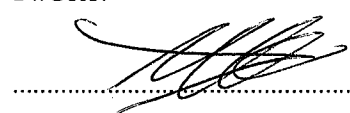
DRAFT

EXECUTED as a **DEED** by)
affixing **THE COMMON SEAL** of)
WREXHAM COUNTY BOROUGH COUNCIL)
in the presence of:-)
Chief Officer Governance and Customer)

EXECUTED as a **DEED** by)
BRYMBO DEVELOPMENTS LIMITED acting)
by a Director and its Secretary or two)
Directors:-)

) 
.....
) Director
) 
.....
) Director/Secretary

EXECUTED as a **DEED** by)
PARKHILL ESTATES LIMITED acting by)
a Director and its Secretary or two)
Directors:-)

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) Director
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) Director/Secretary

