

APPENDIX 5

PLANNING OBLIGATION ACCOMPANYING PLANNING PERMRISION P/2015/0337

DATED

3rd May

2018

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

**Relating to Land at the Site of
Bersham Bank Colliery Tip, Plas Grono Road,
Rhostyllen, Wrexham**

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

BERSHAM (GLENSIDE) LTD (2)

**Sioned Wyn Davies
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY**

Ref: LL/ZS/WCBC - 020036

Development and allocated reference number
P/2015/0337.

"Bond"	means the bond referred to in the Fifth Schedule.
"Bond Figure"	means the sum of £50,000.00 (fifty thousand pounds).
"Bond Works"	means appropriate safety or temporary restoration works to be carried out on the Site by the Council up to the value of the Bond Figure, in the event that a Planning Permission is not fully implemented.
"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 the purposes of this Deed and for no other purpose than operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, temporary display of site notices or advertisements, and "Commence Development" shall be construed accordingly.
"Curator Contribution"	means the sum referred to in paragraph 2 of the Third Schedule.
"Curator Funding"	means the funding of a part-time employed curator at the Museum.
"Development"	the development of the Site consisting as set out in the Application.
"Immediate Works"	means temporary works to the winding gear house in order to make it wind and weather tight.
"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.



© Crown copyright. All rights reserved. 100023429. 2015

Head of Community Wellbeing & Development
Planning Services
10 Lord Street, Wrexham LL11 1LG

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



P/2015/0337
Bersham Bank Colliery Tip
Plas Grono Road, Rhostyllen
Wrexham

Date: 29/07/2015
Scale: 1:5000
Sheet: SJ3148

www.wrexham.gov.uk/policy/graphic/mapinfo/deva/section106


wrexham
COUNTY BOROUGH COUNCIL
CYNGOR GWYDEISTREF SIROL
wrecsam

"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.
"Museum"	means the Bersham Colliery Mining Museum
"the Plan"	the Plan 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 as Appendix 1.
"Regeneration Study"	means a feasibility study examining the upgrading of the Museum, the need for and design of any new building associated with the Museum and the availability of grant funding for these measures.
"Regeneration Study Fund Contribution"	means the sum of £10,000.00 (ten thousand pounds) payable in accordance with the paragraphs 1 and 2 of the Second Schedule.
"Regeneration Contribution"	means the sum of £300,000.00 (three hundred thousand pounds) payable in accordance with paragraphs 3 and 4 of the Second Schedule.
"Regeneration Works"	means the Immediate Works and/or upgrading/enhancement works to the winding room house, and/or the carrying out of any works recommended by the Regeneration Study and/or the construction of any new visitor attraction and such ancillary works as the Council may in its discretion determine necessary.
"Services"	means gas, water, electricity, sewerage and telecommunication services.
"Services Contribution"	means the sum of £20,000.00 (twenty thousand pounds) payable in accordance with the Fourth Schedule.
"Site"	the land subject to this Deed as shown for the purpose of identification only edged red on the Plan and more particularly described in the First Schedule.

2 CONSTRUCTION OF THIS DEED

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

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 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 4(ii), 7.1, 14 and 15 (commencement of development, legal costs, jurisdiction, delivery fees) 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 to:

5.1.1 comply with the obligations relating to the Regeneration Study Fund Contribution & Regeneration Contribution, Curator Contribution, Services Contribution and Bond as set out in the Second, Third, Fourth and Fifth Schedules to this Agreement respectively.

5.2 The Owner shall serve on the Council a notice of Commencement of Development not less than 7 (seven) days after Commencement of Development.

6 THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Fourth and Fifth Schedules.

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 £750.00.

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 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever), all references in this Deed to the Application, Planning Permission and Development shall (unless the Council requires otherwise) be deemed to include any such subsequent planning applications granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly and this Deed shall be endorsed with the following words in respect of any future Section 73 application relating to the Planning Permission:-
- "The obligations in this Deed relate to and bind the Land in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)".
- 7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 7.8.1 the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owner) by any statutory procedure;
- 7.8.2 the Planning Permission shall expire prior to the Commencement of Development; or
- 7.8.3 the Site is developed under a new planning permission granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.
- 7.9 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.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8 WAIVER

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

enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

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

10 INDEXATION

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

11 INTEREST

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

12 VAT

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

13 JURISDICTION

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

14 DELIVERY

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

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

FIRST SCHEDULE

Description of the Site

All that parcel of land being Bersham Bank Colliery Tip, Plas Grono Road, Rhosyllen, Wrexham which is registered at Land Registry in the name of the Owner with title absolute under title number CYM121728 and shown for the purpose of identification only edged in red on the Plan.

SECOND SCHEDULE

Owner's Covenants –Regeneration Study Fund Contribution and Regeneration Contribution

The Owner undertakes to pay the Regeneration Study Fund Contribution to the Council in accordance with paragraph 2 of this Schedule to be used towards the Regeneration Study and for no other purpose if: -

1.1 the Planning Permission has been granted;

1.2 the Council serves written notice on the Owner pursuant to which the Council:-

1.2.1 requests that the Owner pays the Regeneration Study Fund Contribution to the Council; and

1.2.2 undertakes to the Owner to apply the Regeneration Study Fund Contribution towards the Regeneration Study and for no other purpose.

2. Subject to Paragraph 1 of this Schedule the Owner shall pay the Regeneration Study Fund Contribution to the Council on the date being 6 months from the Commencement of Development.

3. The Owner undertakes to pay the Regeneration Contribution to the Council in accordance with Paragraph 4 of this Schedule to be used towards the Regeneration Works and for no other purpose if:-

3.1 the Planning Permission has been granted;

3.2 the Council serves written notice on the Owner pursuant to which the Council:-

3.2.1 requests that the Owner pays the Regeneration Contribution to the Council; and

3.2.2 undertakes to the Owner to apply the Regeneration Contribution towards the Regeneration Works and for no other purpose.

4. Subject to Paragraph 3 of this Schedule the Owner shall pay the Regeneration Contribution to the Council in the following manner:-

4.1 £50,000.00 (Fifty Thousand Pounds) on the date being 12 months from the Commencement of Development such sum to be utilised for the Immediate Works;

4.2 £150,000.00 (One Hundred and Fifty Thousand Pounds) on the date being 18 months from the Commencement of Development; and

4.3 £100,000.00 (One Hundred Thousand Pounds) on the date being 30 months from the Commencement of Development.

THIRD SCHEDULE

Owner's Covenants –Curator Contribution

- I. The Owner undertakes to pay the Curator Contribution to the Council in accordance with Paragraph 2 of this Schedule to be used towards the Curator Funding and for no other purpose if:-
 - 1.1 the Planning Permission has been granted;
 - 1.2 the Council serves written notice on the Owner pursuant to which the Council:
 - 1.2.1 requests that the Owner pays the Curator Contribution to the Council; and
 - 1.2.2 undertakes to the Owner to apply the Curator Contribution towards the Curator Funding and for no other purpose.
2. Subject to Paragraph 1 of this Schedule the Owner shall pay the Curator Contribution in the following manner:
 - 2.1 £10,000.00 (Ten Thousand Pounds) on the date being 12 months from the Commencement of Development;
 - 2.2 £10,000.00 (Ten Thousand Pounds) on the second anniversary of the date payment is due under Paragraph 2.1 of this Schedule;
 - 2.3 £10,000.00 (Ten Thousand Pounds) on the third anniversary of the date payment is due under Paragraph 2.1 of this Schedule; and
 - 2.4 £10,000.00 (Ten Thousand Pounds) on the fourth anniversary of the date payment is due under paragraph 2.1 of this Schedule.

FOURTH SCHEDULE

Owner's Covenants –Services Contribution

1. The Owner undertakes to pay the Services Contribution to the Council in accordance with paragraph 2 of this Schedule to be used towards the provision of Services and for no other purpose if:-
 - 1.1 the Planning Permission has been granted;
 - 1.2 the Council serves written notice on the Owner pursuant to which the Council:
 - 1.2.1 requests that the Owner pay the Services Contribution to the Council; and
 - 1.2.2 undertakes to the Owner to apply the Services Contribution towards the provision of Services and for no other purpose.
2. Subject to paragraph 1 of this Schedule the Owner shall pay the Services Contribution to the Council on the date being 18 months from the Commencement of Development.

FIFTH SCHEDULE

Owner's Covenants –Bond

The Owner shall on Commencement of Development enter into a Bond with surety to be bound to the Council in the Bond Figure for the carrying out of the Bond Works.

FIFTH SCHEDULE

Council's Covenants - Discharge of Obligations

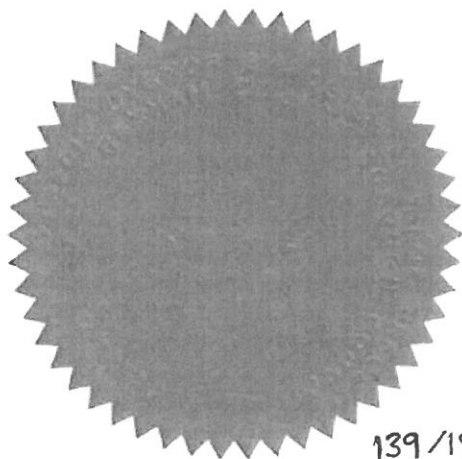
1. The Council covenants with the Owner to use the Curator Contribution, Regeneration Contribution and Regeneration Study Fund Contribution, ("the Contributions") received from the Owner under the terms of this Deed for the purpose specified in this Deed for which it is paid.
2. The Council covenants with the Owner to repay 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 5 years of the date of receipt by the Council commencing from the date of receipt by the Council of the final payment in accordance with the provisions of the Second Schedule hereto together with Interest from the date of the payment to the date of refund.

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:

S Wyn Davies

Head of Corporate and Customer Services



139/18

EXECUTED as a DEED by
RSHAM (GLENSIDE) LTD
by a director [and its secretary]
directors]

in the presence of: Director *T. Smyth*
J. Loynton

Director/Secretary

Jenny Loynton LLB DL
Solicitor

Loynton & Co Solicitors Ltd.
Wing Yip Business Centre
Suite 13, Thimblemill Lane
Nechells, Birmingham. B7 5HD
Tel No: 0121 327 0118

APPENDIX 1
Draft Planning Permission

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	BERSHAM (GLENISIDE) LTD	Code	ESC P/2015/0337
Agent	RICHARDS MOOREHEAD AND LAING MS SHAN WYN JONES 55 WELL STREET RUTHIN DENBIGHSHIRE LL15 1AF	No Date Received	11/05/2015
		Decision Date	

Town and Country Planning Act, 1990
Section 73

Location of application

BERSHAM BANK COLLIERY TIP, PLAS GRONO ROAD, RHOSTYLLLEN,
WREXHAM, LL14 4EG

Description of application

VARIATION OF CONDITION 1 OF P/2008/0266 (RECLAMATION OF COLLIERY SPOIL TOGETHER WITH ASSOCIATED WORKS INCLUDING THE SITING OF TEMPORARY STRUCTURES AND THE INSTALLATION OF RAIL FREIGHT SIDINGS AT BERSHAM BANK COLLIERY TIP) TO ALLOW FURTHER 5 YEARS TO IMPLEMENT DEVELOPMENT

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

CLF6	Informal recreation - rights of way
EC11	Archaeology
EC16	Derelict land
EC4	Hedgerows, Trees and Woodland
EC6	Biodiversity Conservation
GDP1	Development objectives
MW7	Reworking mineral waste
MW8	Restoration of mineral working sites
PS2	Development and the environment
T6	Primary and core highway network

Revision	Date	Description of Decision
0		Planning permission issued

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

1. The development hereby permitted shall commence not later than the expiration of 5 years from the date of this permission. Written notification of the date of commencement (defined as any operations associated with the engineering of the site for reclamation) shall be given to the Minerals Planning Authority within 7 days of such commencement.
2. The development hereby permitted shall cease not later than 9 years from the date of commencement of the development hereby permitted unless otherwise previously approved in writing by the Minerals Planning Authority, and the site shall be restored in accordance with the approved Landscape Master Plan or any variations approved in advance by the Minerals Planning Authority.
3. Notwithstanding the approved plans and documentation, full details of the proposed site access shall be submitted in writing for the further approval of the Minerals Planning Authority. The access as approved shall be implemented prior to the first use of the site hereby approved and retained thereafter for the duration of the reclamation works.
4. Notwithstanding the approved plans and documentation, full details of a scheme of highway improvements along the link between Glan-yr-afon Bridge and the proposed site access shall be submitted in writing for the further approval of the Minerals Planning Authority. Details shall include road widening at the southern bend in the carriageway, road markings between the proposed site access and Glan-yr-afon Bridge, clearance of foliage to improve forward visibility at the northbound approach to the bridge and advance warning signage either side of Glan-yr-afon Bridge. The works as approved shall be provided prior to the first use of the site hereby approved and maintained thereafter.
5. No works shall commence until details of a widened footway over the river at the Glan-yr-afon Bridge have been submitted to and approved in writing by the Minerals Planning Authority. The works shall be completed prior to any material being taken off the development, unless otherwise approved by the Minerals Planning Authority.
6. Prior to commencement of development a detailed Working Plan shall be submitted to and approved in writing by the Minerals Planning Authority. This shall include detailed consideration of working phases and methods which will maximise the retention of peripheral mounds and vegetation to mitigate noise and visual disturbance of the site clearance works,

Applicant	BERSHAM (GLENSIDE) LTD	Code No	ESC P /2015 /0337
Agent	RICHARDS MOOREHEAD AND LAING MS SHAN WYN JONES 55 WELL STREET RUTHIN DENBIGHSHIRE LL15 1AF	Date Received	11/05/2015
		Decision Date	

contamination, combustion and stability issues and provision of periodic reviews of working procedures. The works shall be carried out strictly in accordance with the approved Working Plan unless otherwise approved in writing by the Minerals Planning Authority.

7. Prior to commencement of the various stages of the development hereby approved, a detailed scheme to deal with the risks associated with contamination at the site shall be submitted to and approved in writing by the Minerals Planning Authority. The scheme shall include the following elements unless specifically excluded in writing by the Minerals Planning Authority:

- a desk study identifying all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors, and identification of any potentially unacceptable risks arising from contamination at the site;
- a phased site investigation scheme based on the results of the desk study to provide information for an assessment of the risk to all receptors that may be affected, including those off site;
- the results of site investigations and risk assessments and a method statement based on those results giving full details of the remediation measures required and how they are to be undertaken; and
- a verification report on completion of the works set out for each phase, confirming the carrying out of the remediation measures in accordance with the method statement and setting out measures for maintenance, further monitoring and reporting.

8. If during development, contamination not previously identified is found to be present at the site, no further development (unless otherwise approved in writing by the Minerals Planning Authority) shall be carried out until the developer has submitted to, and obtained approval in writing from the Minerals Planning Authority, as amendment to the above method statement detailing how this unsuspected contamination is to be dealt with.

9. Prior to the commencement of operations on the site, a detailed Dust Management Scheme shall be submitted to and approved in writing by the Minerals Planning Authority. The Dust Management Scheme shall be carried out as agreed throughout the period of operations on the site.

10. No loaded lorries shall leave the site unless their loads have been trimmed and sheeted so as to prevent spillage.

11. All haulage vehicles leaving the site shall pass through a wheel wash facility which has previously been approved in writing by the Minerals Planning Authority. The facility shall be provided prior to any haulage

Applicant	BERSHAM (GLENSIDE) LTD	Code No	ESC P /2015 /0337
Agent	RICHARDS MOOREHEAD AND LAING MS SHAN WYN JONES 55 WELL STREET RUTHIN DENBIGHSHIRE LL15 1AF	Date Received	11/05/2015
		Decision Date	

vehicles leaving the site and retained thereafter for the duration of the works hereby approved. Vehicles shall only leave the site when their wheels and chassis are clean.

12. Prior to commencement of operations on the site a detailed Dust Monitoring Scheme shall be submitted in writing for the approval of the Minerals Planning Authority. The approved scheme shall be maintained through the entirety of the reclamation works.

13. During normal operations the level of noise emitted from the site shall not exceed 55 dB(A) Laeq(1 hour) as measured at any noise sensitive receptor outside the site. Noise in excess of this limit up to a limit of 70 dB(A) Laeq(1 hour) may be emitted for up to 8 weeks in any year in connection with short-term activities such as the construction of screening mounds, temporary haul roads, and permanent landforms. The Minerals Planning Authority shall be notified in advance of such periods.

14. Prior to commencement of development a detailed scheme of compliance noise monitoring, to include frequency and procedures shall be submitted to and approved in writing by the Minerals Planning Authority. The scheme shall be carried out as approved and the Minerals Planning Authority shall be advised 14 days in advance when noise monitoring is to be carried out. Where noise levels are found to exceed the specified noise limits, additional mitigation measures shall be put in place in accordance with details submitted to and approved by the Minerals Planning Authority.

15. Prior to the commencement of operations, details of procedures for effectively responding to dust complaints and noise complaints, including provision for identifying the source of dust and noise and a review of mitigation measures as appropriate, shall be submitted to and approved in writing by the Minerals Planning Authority. The approved procedures shall be in place throughout the reclamation works.

16. Notwithstanding previous surveys, prior to the commencement of each phase of development a comprehensive Ecological Survey shall be undertaken. The report of the survey, including details of any mitigation measures required, shall be submitted to and approved in writing by the Minerals Planning Authority before that phase of development is commenced. Any mitigation measures required shall be carried out as approved.

17. Development shall not begin until an appropriate photographic survey of the colliery spoil and its relationship with colliery buildings has been carried out in accordance with details to be submitted to and approved in writing by the Minerals Planning Authority. The resulting photographs shall be

Applicant	BERSHAM (GLENSIDE) LTD	Code No	ESC P /2015 /0337
Agent	RICHARDS MOOREHEAD AND LAING MS SHAN WYN JONES 55 WELL STREET RUTHIN DENBIGHSHIRE LL15 1AF	Date Received	11/05/2015
		Decision Date	

deposited with the County Sites and Monuments Record, operated by the Clwyd Powys Archaeological Trust, 7a Church Street, Welshpool, Powys, SY21 7DL.

18. No materials shall be removed from the site until a detailed Landscape Master Plan and specification has been submitted to and approved in writing by the Minerals Planning Authority. Details shall include hard and soft landscaping works, ecological habitat creation, recreation provision, areas of vegetation to be retained and removed, proposed landform, phased areas of implementation and an implementation timetable. The Plan as approved shall be fully implemented in accordance with the approved timetable.

19. In the event that site excavation works substantially cease for a continuous period of two years, within 12 months an alternative scheme and programme of implementation for the interim restoration and aftercare of the site shall be submitted to and approved in writing by the Minerals Planning Authority. The approved scheme shall be implemented in accordance with the approved programme.

20. No development hereby approved shall be commenced until a Landscape and Ecological Aftercare Management Plan has been submitted to and approved in writing by the Minerals Planning Authority. The plan shall include management of existing landscape features, the establishment, maintenance and management of all new planting, ecological habitats and recreational spaces, and a management timetable and shall cover a 5 year period of aftercare. Works shall be carried out strictly in accordance with the details as approved and shall be retained thereafter.

21. Any vehicles or machinery operating on the site which is fitted with a reversing warning shall only have an inaudible type or other reduced noise device which has previously been approved in writing by the Minerals Planning Authority.

22. No development hereby approved shall be commenced until a scheme for the disposal of foul and surface waters from the temporary buildings and compound area has been submitted to and approved by the Minerals Planning Authority and fully implemented in accordance with that scheme. The works as approved shall be maintained for the entirety of the scheme of reclamation.

23. No development shall take place until an arboricultural method statement to carry out the works in accordance with BS5837 has been submitted to and approved in writing by the Minerals Planning Authority. The

Applicant	BERSHAM (GLENSIDE) LTD	Code No	ESC P /2015 /0337
Agent	RICHARDS MOOREHEAD AND LAING MS SHAN WYN JONES 55 WELL STREET RUTHIN DENBIGHSHIRE LL15 1AF	Date Received	11/05/2015
		Decision Date	

works shall be carried out strictly in accordance with that approved method statement.

24. No working, except for essential repair and maintenance, shall be carried out outside the following hours, unless otherwise approved in writing in advance by the Minerals Planning Authority:

- 0730 hours to 1730 hours (Monday to Friday)
- 0800 hours to 1300 hours (Saturday)

No working shall take place on Sundays and Bank Holidays, except for essential repair and maintenance.

25. Nothing other than uncontaminated, inert, non-polluting materials shall be imported into the site.

26. Deliveries of excavated material from the site by road shall be restricted to 54 vehicle movements per day (54 in and 54 out).

27. Written records shall be maintained of all deliveries of material from the site and these records shall be available for inspection by the Minerals Planning Authority at all reasonable times.

28. The proposed rail freight sidings shall be operational within 2 years of commencement of the development, unless previously approved in writing by the Minerals Planning Authority. Thereafter, the operator shall use its best endeavours to maximise the use of railborne freight.

29. Prior to the first use of the proposed rail freight facility, a scheme of noise mitigation measures with regard to loading of rail trucks and the additional noise impact as a result of the additional rail freight shall be submitted to and approved in writing, by the Minerals Planning Authority. The approved mitigation works shall be implemented prior to the first use of the rail sidings and maintained for the duration of the development hereby approved.

30. No extractive operations, other than that associated with the construction of the rail sidings and with the prior agreement and approval of Network Rail, shall take place within a lateral distance of 10 metres from the railway boundary and no overburden must be tipped or any buildings erected on the 10 metres berm between the edge of the excavation and the railway boundary.

31. Cranes and jibbed machines used in connection with the works must be so positioned that the jib or any suspended load does not swing over railway property or within 3 metres of the nearest rail if the boundary is closer than 3 metres. All cranes, machinery and constructional plant must be so

Applicant	BERSHAM (GLENSIDE) LTD	Code No	ESC P /2015 /0337
Agent	RICHARDS MOOREHEAD AND LAING MS SHAN WYN JONES 55 WELL STREET RUTHIN DENBIGHSHIRE LL15 1AF	Date Received	11/05/2015
		Decision Date	

Applicant	BERSHAM (GLENSIDE) LTD	Code No	ESC P /2015 /0337
Agent	RICHARDS MOOREHEAD AND LAING MS SHAN WYN JONES 55 WELL STREET RUTHIN DENBIGHSHIRE LL15 1AF	Date Received	11/05/2015
		Decision Date	

- 31. This is a non-standard reason
- 32. This is a non-standard reason

Note(s) to applicant

You are reminded of the requirement regarding Public Footpath no. 15 and temporary/permanent closure orders detailed in the letters from the Council Rights Of Way section dated 19th and 20th March and attached to this decision.

Your attention is drawn to Highway Supplementary Notes on the enclosed 'Applicants' Rights and General Information'

The separate written consent of the Local Highway Authority must be obtained before any work is carried out within the confines of the highway.

The site is required to comply with the provision of the Health and Safety at Work etc Act 1974 the provision of which are administered by the Health and Safety Executive Unit 7 and 8, Edison Court, Ellice Way, Wrexham Technology Park, Wrexham, LL13 7YT.

With regard to Condition 37 the requirements should be fully considered against Minerals Planning Guidance 11: Control of Noise at Surface Mineral Workings in terms of noise arising from the reclamation of the colliery spoil and associated works.



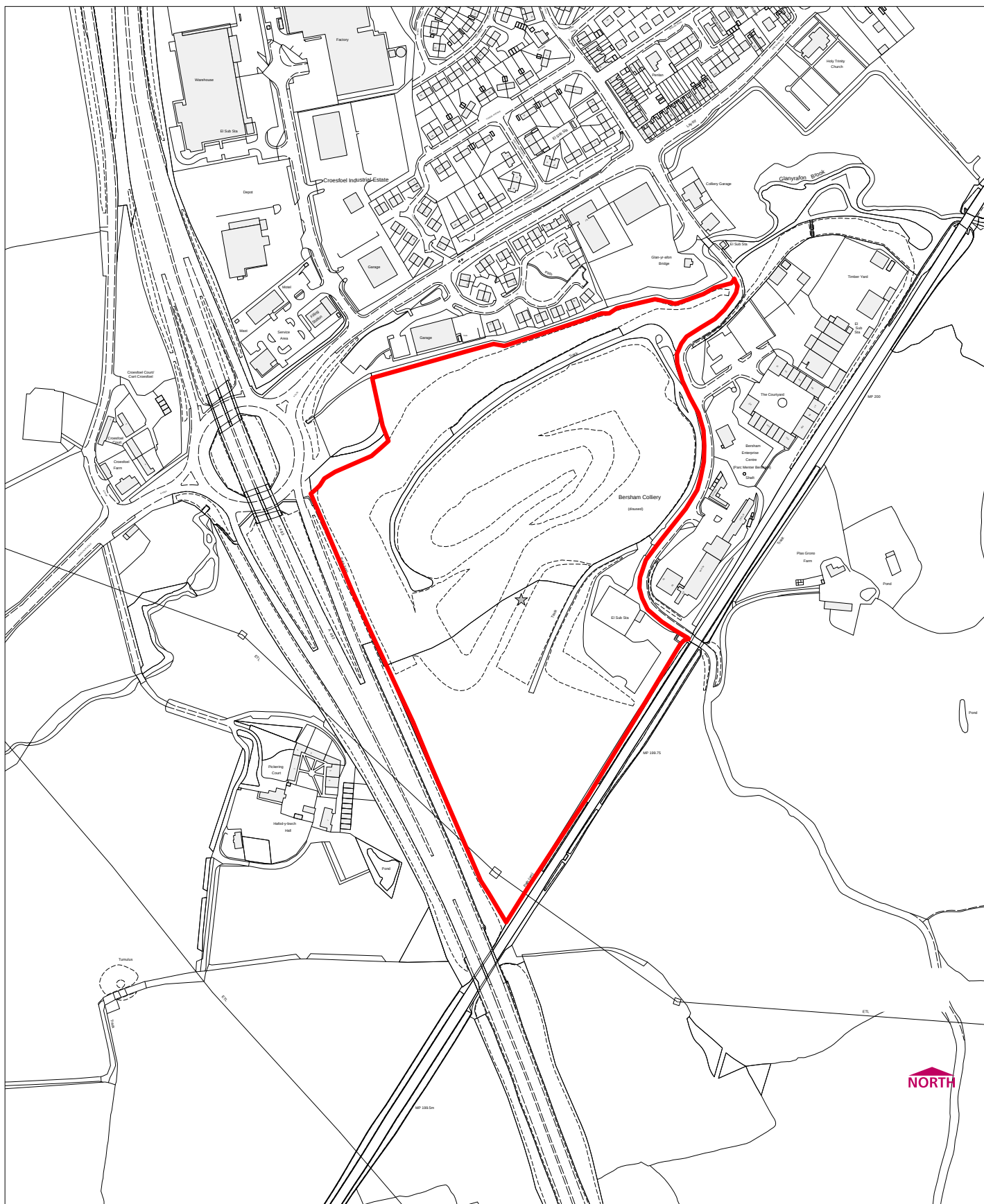
Officer Appointed for this purpose
Head of Environment and Planning

In pursuance of its powers under the Acts
an 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

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

[portal/publications/info sheets.htm](#)

<http://www.wrexham.gov.uk/english/planning>



© Crown copyright. All rights reserved. 100023429. 2015

Head of Community Wellbeing & Development
Planning Services
16 Lord Street, Wrexham LL11 1LG

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

Date: 29/07/2015
Scale: 1:5000
OS Sheet: SJ3148



P/2015/0337
Bersham Bank Colliery Tip
Plas Grono Road, Rhostyllen
Wrexham

