

STATEMENT OF REQUIREMENTS
FOR DEVELOPER
CONTRIBUTIONS IN
LEICESTERSHIRE

Draft Version 0.8

**Produced by Leicestershire County Council in
consultation with District Councils and other service
providers in the County**

June 2006

LEICESTERSHIRE COUNTY COUNCIL / NAMED DPA

Statement of Requirements for Developer Contributions in Leicestershire for County-wide Services

Draft 0.8

1. Introduction

- 1.1 The purpose of this statement is to provide guidance on the possible level and type of contribution that developers will be expected to make, to ensure the adequate provision of infrastructure and services for new developments. The County Council adopted its original supplementary guidance in March 2001, together with many of the District Planning Authorities. This guidance now requires review, in the light of changes in circumstances, revised calculations and experiences from the period since adoption.
- 1.2 The requirements of the various DPAs formed an integral part of the guidance. When this review process commenced agreement was reached with DPSs on this revised format for countywide services.
- 1.3 New development can have a very positive effect on an area, providing new homes, jobs and economic prosperity. However new development can place additional pressures on resources and the infrastructure such as schools, community and leisure facilities, transport infrastructure and health services.
- 1.4 Developer contributions are intended to ensure that developers make appropriate provision for any losses, or supply additional facilities and services that are required as a result of the development. They are also intended to bring a development in line with the objectives of sustainable development as prescribed in relevant local, regional or national planning policies.
- 1.5 This statement uses the term developer contributions to describe the whole range of matters covered by legal agreements from financial contributions, maintenance payments, replacement of resources and the provision of infrastructure and public buildings. It covers all development that requires planning permission.
- 1.6 A legal agreement, which sets out what a developer is required to contribute, ensures that provision is made to mitigate the impact of development and ensure that the scheme is acceptable in planning terms. The impact of new development will vary between development sites, and any agreement should reflect the specific circumstances of each individual case.
- 1.7 Current national guidance on the use of negotiated planning obligations is set out in the Circular 05/2005 "Planning Obligations". This replaces Department of the Environment Circular 1/97, which is now cancelled.

- 1.8 The Government is currently consulting on potential fundamental changes to the system of developer contributions. Any subsequent changes will be responded to by means of a review of this document at the appropriate time. In the meantime, there is an urgent need for review of current guidance, especially given the deferment of a fundamental review of the developer contributions regime.
- 1.9 Until such review takes place, this statement provides guidance to developers, district councils, public sector service providers and the general public on the negotiation needed between Leicestershire County Council, district authorities, service providers and developers to prepare legal agreements, which secure developer contributions.
- 1.10 The role of this Statement is to provide guidance which develops the policies set out in the Leicestershire, Leicester and Rutland Structure Plan, district Local Plans and emerging Local Development Frameworks and will be kept up to date through regular review. The guidance will also provide a procedural framework to ensure that the current requirements are known and applied at the decision making stage. Local planning authorities are encouraged to work together in seeking appropriate arrangements adopting, where appropriate, cross-boundary arrangements.

2. Status of the Statement

- 2.1 It is intended that each individual district planning authority within the County will adopt this statement as supplementary guidance, to complement their individual SPD for Developer Contributions towards their own service requirements. This statement has been approved as Leicestershire County Council policy for dealing with developer contributions towards County-wide services and infrastructure and has been produced in consultation with a wide range of relevant bodies (see appendix 1).
- 2.2 In appropriate cases this statement will form a material consideration in the determination of planning applications and could form the basis for grounds for refusing a planning application if the requirements are not met. In some instances, it may be possible to make development proposals acceptable through the use of **planning conditions** (see Circular 11/95) Where this is not the case, it might be possible to make development acceptable through the use of **planning obligations**. (See paragraph 3.4 below)
- 2.3 This statement gives an indication of the level of contributions developers will be expected to make. However all contributions will be assessed on a site by site basis directly related to an individual proposal. This statement should be treated as a *guide*. Some of its content may not be relevant for all proposals and in certain instances additional or alternative elements may need to be addressed. Detailed discussion as to the precise nature of appropriate contributions may need to be undertaken.

2.4 The level of contributions may change as a result of inflation and other factors such as legislation, government advice, adoption of new development plans, experience gained through negotiation and securing agreements. Consequently the criteria for individual services will be reviewed annually, normally with effect from 1st April. The statement can be updated accordingly and a more substantial review will be undertaken when necessary.

3. Legal Agreements

Developer Contributions

3.1 The Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) makes provision for voluntary legal agreements to be entered into with developers in conjunction with the grant of planning permission. These agreements may be identified in various ways (e.g. Section 106 agreements, planning contributions, planning obligations, planning gain and developer contributions). Developer contributions can enable a development to proceed which may have been otherwise refused because of the negative consequences that the development could potentially have on an area.

Planning Conditions and Planning Obligations

3.2 Developer Contributions is the generic term used to encompass both planning conditions and planning agreements. It is intended that the use of planning obligations outlined in this Statement will supplement rather than replace the use of planning conditions. As noted in Circular 05/2005, if there is a choice between imposing conditions and entering a planning obligation, the imposition of a condition which satisfies the policy tests of Circular 11/95 is preferable.

3.3 Some service or infrastructure needs cannot be dealt with by a planning condition, especially if they relate to off-site requirements. In such cases, it will be appropriate for developer contributions to be sought through the use of a planning obligation.

Type of Obligation

3.4 Planning obligations can be provided as either planning agreements or unilateral undertakings made by the developer. (join with para below)

In many cases, it is expected that local planning authorities and developers will finalise planning obligations through a planning agreement, within the context of granting planning consent. However it is open to the developer to submit a unilateral agreement to support a proposal.

3.5 Planning obligations might be used to i) prescribe the nature of a development; ii) or to secure a contribution from a developer to compensate for loss or damage created by a development (e.g. loss of open space); iii) or to mitigate a development's impact on the locality (e.g. through improved public transport provision). The outcome of all three types of contribution should be that the proposed development concerned is made to comply as far as practicable with published local, regional or national planning policies.

Model Legal Agreements and Clauses

3.6 In consultation with district planning authorities, Leicestershire County Council has produced standardised clauses and a model legal agreement, (Appendix 3) to assist applicants in the early stages of the planning

process. This will help to secure all the necessary information required for planning application negotiations at an early stage.

- 3.7 Provision can be made for a Deed of Variation (of Memorandum), where there are amendments to a development proposal and the substance of the original legal agreement can still apply.

4. Policy Context

National Policy Context

- 4.1 The 1990 Town and Country Planning Act (as amended by the Planning and Compensation Act 1991) establishes the statutory framework for developer contributions in the form of section 106 planning obligations.

The Act provides that a planning obligation may:

- (i) be unconditional or subject to conditions;
- (ii) impose any restriction or requirement for an indefinite or specified period;
- (iii) provide for payments of money to be made, either of a specific amount or by reference to a formula, and require periodical payments to be paid indefinitely or for a specified period.

- 4.2 Circular 05/2005 is of fundamental relevance to the implementation of the Act. It requires planning obligations to be sought only if they meet the following 'necessity test'.

- (i) relevant to planning;
- (ii) necessary to make the proposed development acceptable in planning terms;
- (iii) directly related to the proposed development;
- (iv) fairly and reasonably related in scale and kind to the proposed development; and
- (v) reasonable in all other aspects.

Strategic Policy Context

- 4.3 Strategy Policy 11 of the adopted Leicestershire, Leicester and Rutland Structure Plan 1996-2016 sets the strategic policy context for the use of developer contributions. It states;

“Developers should meet the requirements for, and cost of, relevant infrastructure and facilities and other resources required to support the development. A comprehensive assessment of these requirements will be made.”

Local Plan Context

- 4.4 Each district authority in the County of Leicestershire will have policies on developer contributions in their Local Plans, emerging Local Development Frameworks (LDFs) and Supplementary Planning Documents (SPDs). The relevant Local Plan and Local Development Framework policies set

out general requirements for infrastructure, services and amenities in an area and sometimes contain more specific requirements for specific sites.

4.5 Where windfall sites come forward, the relevant policies in Local Plans and/or Local Development Frameworks will apply and their application will be guided by each District Planning Authority's own Developer Contribution Statement, Supplementary Planning Documents and this Statement

4.6 Specific considerations apply in respect of developer contributions towards National Forest objectives in the National Forest area. These are set out in the National Forest Planting Strategy (Refer to Table.17. Page-94 of the Strategy) and the National Forest Guide for Developers and Planners. (Refer to the complete document)

5. The scope of these guidelines

5.1 There is an extensive range of facilities and public benefits provided by the County Council, and other Countywide service providers that could be appropriate for developer contributions.

5.2 These could include: (This is not an exhaustive list.)

Civic Amenity

- Waste Management (Civic Amenity Sites)

Community Safety

- Fire and rescue cover, including hydrants
- Policing

Ecology/Geology/Environment/Geomorphology

Education

- Primary sector accommodation
- Secondary sector accommodation
- Other facilities & buildings

Health

- Health care facilities

Highways and Transportation

- Access and highways infrastructure
- Public transport facilities
- Pedestrian and cycle facilities
- Parking
- Rights of way
- Traffic management

Library Services

Museums, Heritage Interpretation and Cultural Development

- Museums and Arts

National Forest Planting Provision

Social Services (To be confirmed)

Recreation/Community Facilities/Amenity land

- Community halls
- Recreation and leisure facilities
- Social/economic and training facilities

5.3 Areas of contribution which are the responsibility of the District Council will be covered in their individual Local Plans and subsequently the replacement Local Development Frameworks or Developer Contribution SPDs. (e.g. open space, affordable housing).

5.4 Although the infrastructure requirements identified for a given development may be reasonable, in exceptional circumstances it may not always be possible to secure them all. In these circumstances requirements will be prioritised by County and District authorities in conjunction with all the agencies involved.

5.5 The protocol for ensuring that all County Council service providers have the opportunity to assess the infrastructure and service needs arising from a new development proposals, are described in the Notification Procedures on Developer Contributions, Appendix 2.

6. Types of Contributions

6.1 The type and scale of contribution required will be directly related to the impact of the proposed development on local services, infrastructure and resources. Contributions may either be in kind or in the form of a financial contribution. In the case of financial contributions payments can be made in the form of a lump sum, which may have to be paid in advance, as phased payments over a period of time or related to defined dates, events or triggers. Many projects rely on multiple developers or part Council-funding, in which case the developer contribution will need to be paid in advance.

6.2 A planning obligation can seek to offset the loss of, or damage to, a feature or resource on a site (e.g. a landscape or ecological resource). This can be provided through substitution, replacement or regeneration. It may not be necessary to provide a like for like substitute, but a reasonable obligation will seek to restore facilities, resources and amenities to a quality equivalent to that which existed before the development.

6.3 If the legal agreement states that a sum of money must be paid, the agreement must also set out the time frame for when the money must be spent. This will depend on local circumstances and what is considered appropriate. If the money is not spent within the time agreed the

developer can expect to be reimbursed the outstanding amount plus any interest accumulated.

Maintenance payments

6.4 Where contributions are secured for the provision of facilities primarily for the people who will reside on the development or neighbouring residents, it may be appropriate for the developer to contribute to their subsequent maintenance. As a general rule, where an asset is intended for wider public use, the costs of ongoing maintenance and other recurrent expenditure associated with the developer's contributions should normally be borne by the County Council or relevant public sector body. Where contributions to the ongoing maintenance of new facilities are appropriate, these should reflect the time lag between the provision of the new facility and its inclusion in public sector funding streams. Payments will be time-limited with an end date. Both parties should agree the type of payments to be made e.g. regular payments, or commuted sums, all with a clear audit trail.

Pooled contributions

6.5 There will be occasions when development in a particular locality is divided between developers or is planned to be developed in a phased manner. The needs created by the development as a whole will be calculated and used as the basis on which to seek contributions from all the developers involved. Developers' contributions will be 'pooled', in order to allow the infrastructure to be secured in a fair and equitable way.

6.6 Pooled contributions may be required from as few as 5 properties or less, if there is other development(s) taking place, which collectively will place a demand on services within the area. For example, in relation to education pooled contributions will be sought if several developers come forward with site proposals in the catchment area for one particular school. Pooling can take place both between developments and with other local authorities where there is a cross-authority impact.

6.7 In some cases an individual development will have some impact, but not sufficient to justify the need for a specific element of infrastructure. It will be necessary to consider whether it is appropriate to seek contributions for overall service provision (the 'necessity test' will have to be demonstrated). In these cases, spare capacity in existing infrastructure provision should **not** be credited to earlier developers, whilst subsequent inadequate facilities costs are borne by later developers.

6.8 If Leicestershire County Council provides an item of infrastructure arising from the collective impact of several new developments, and further developments subsequently come forward, the later developers may still be required to contribute the relevant proportion of the costs. This practice can still meet the requirements of the Secretary of State's policy tests if the need for the infrastructure and the proportionate contributions have been set out in advance.

Commercial development

6.9 Large commercial developments may have service and infrastructure needs because large numbers of people will be brought to the area for employment. If the County Council is able to quantify that there is a particular need directly related to the development, contribution will be sought in relation to employment sites. Traditionally the type of need identified for employment sites have largely been in relation to such items as transportation and footpaths. Where appropriate contributions for other services, (e.g. community and library services, leisure and recreational facilities) will also be sought.

Standard Charges and Formulae

6.10 Where it is appropriate Leicestershire County Council will make use of standard charges and formulae as part of the framework for negotiating and securing planning obligations. This should make pre-application discussions easier and speedier because developers will have greater certainty about how much they will be expected to contribute.

6.11 Standard charges will be consistent, but will also reflect the actual impacts of the development and will comply with the general tests required by Government guidance. Whether or not a standard charge is sought will depend upon the nature of the proposed development. Standard charges and formulae will also be used for small developments that have an accumulative effect on communities.

6.12 Where standard formulae are applied to contributions, developers and other parties should be mindful that the criteria/rates may require incremental increases after 1st April. Where contributions have been calculated in one financial year, they are likely to require re-assessment if there is a delay in completing of a legal agreement. Local planning authorities are expected to make provision for this situation within their resolutions on planning proposals at the determination stage.

6.13 Such charges operate under the current system of legislation and are distinct from the potential 'planning gain supplement' being promoted by the Government. The introduction of an alternative regime has been deferred for the time being. Leicestershire County Council and other agencies will respond to any changes in the developer contributions regime, as and when new guidance is published.

Cost recovery

6.14 The County Council considers that it should reasonably be able to recover a degree of the costs entailed in the negotiating, making and subsequent monitoring of developer contributions. This might be the case, where it can be demonstrated that such payments make a significant contribution to the speed and efficiency with which negotiations are completed.

- 6.15 In anticipation of new Government Good Practice Guidance, Local Planning Authorities might reasonably recover the costs of;
- i) Legal fees for the processing, preparation and conclusion of legal agreements;
 - ii) costs of monitoring the payment and implementation of schemes;
 - iii) Potentially, the costs of obtaining independent advice, if necessary, to validate specific aspects of the application.
- 6.16 In the context of (ii) above, it would seem reasonable to seek a payment of *either* 0.5% of the total sum of contributions towards CC services *or* £250 per individual contribution, whichever is less.

Payment of financial contributions

- 6.17 The timing and method of financial contributions will be negotiated and set out in the legal agreement that is drawn up. The agreement will also detail the phasing or/ trigger for payments and /or infrastructure contribution. Payments received the County Council as a result of developer contributions will be used solely for the purpose set out in the agreement.
- 6.18 There may be circumstances where the cost of preparing legal agreements are not justified for securing payment of small amounts of monies. The County Council will accept 'up-front' financial contributions in lieu of a formal agreement, secured towards a particular facility or service. Such contributions will be administered in a transparent manner to ensure accountability.

7. Pre-application and applications discussions

- 7.1 It is usual for S106 agreements have to be agreed and in place before planning permission is given. The County Council (and district planning authority) recognises the benefits to all parties of pre-application negotiations in establishing the level of contributions and ensuring timely determination of proposals. It will facilitate early negotiation through the formal protocol set out in Appendix 2. Therefore, it is important that developers/agents contact the appropriate named co-ordinator in the County Council with sufficient details about the type and location of a proposed scheme, if they wish to be informed about the likely level of contributions they will have to make for a particular development. Where appropriate this can enable a developer to submit a unilateral agreement in conjunction with a planning application.
- 7.2 Government guidance in PPG3 and PPS1 places emphasis on developing previously developed sites before greenfield land. Certain sites have higher development costs and therefore the scale of contributions required will take account of the development costs of each proposal. In some circumstances the obligation to make certain contributions may prevent a development from going ahead, because the scheme would be financially unviable (e.g. additional costs associated with land clearance and de-contamination). In these circumstances, *the responsibility lies with the*

developer to provide evidence of the financial viability of the scheme. If appropriate, the County Council agree to ask for less contributions for a particular site, if the benefits of the site being developed outweigh the loss of the developer contribution.

8. Implementation and Monitoring of planning obligations

8.1 Government guidance emphasises the importance of efficient and transparency in the handling of developer contributions. The County Council aims to achieve these objectives by the following means:

- establishing and developing its developer contribution monitoring system (for example creating a shared database), to help co-ordinate obligation preparation, completion, monitoring and review;
- providing regular up-dates to Councillors, Planning Committees, Cabinets, and Scrutiny Committees, and the wider community;
- ensuring financial contributions are used for the specific purposes for which they are required, through transparent accounting procedures;
- liaison between County Councils and District Councils, where infrastructure and facilities are provided by one level of authority but the financial contribution is held by the other; and
- explaining how financial contributions will be dealt with when service provision does not proceed.
- the use of financial contributions are to be reported and published to ensure transparency.

COUNTY COUNCIL SERVICES

1.	Name of service	Civic Amenity -Waste Management
2.	Category of Service Provider	County Council - Waste Disposal Authority
3.	Current Guidance	Circular 05/05 Environmental protection Act (1990) Waste Local Plan
4.	Type of Facilities for which provision may be needed	Civic Amenity (CA) site construction Costs for extensions or alterations to existing infrastructure or the same at sites of new facilities. Currently other types of facilities are not claimed for but this will not preclude claims for them in the future.
5.	Type of development which might trigger need a) Residential b) Other	a) Residential Where a development increases the number of residential households in an area there will be increased patronage of the local CA site. Waste growth is a national problem and coupled with the increasing number of households and other change has led to a capacity gap at the CA sites. b) Other We do not seek any contributions for student halls of residence, commercial, industrial and other inappropriate developments. The CA site facilities are provided for resident households to take their own household waste. These types of users are not eligible or highly unlikely to use the facilities so contributions are not sought at present.
7.	Form in which payments should be made	Capital Monies Due to smaller sums required we request to receive the full amount before the commencement of development. Note The amount will be index-linked to the same index as applied to other County Council claims.
8.	Contributions to Capital costs or Revenue Costs	Capital costs only

9.	Threshold for size of development for which contributions are appropriate	<p>The standard threshold for contributions to be requested is a minimum number of additional dwellings that would result in either at least £200 being claimed or is for 6 or more additional dwellings).</p> <p>Contributions for each additional dwelling unit are sought at the same rate. The total number of additional dwellings contributions are sought for is net of any demolitions.</p> <p>Contributions may be sought from smaller schemes if they form part of overall development in an area.</p>
10.	Geographical areas where there is no spare capacity	<p>Contributions are determined by assessing which CA site a new developments residents are likely to use. If the nearest CA sites is one of the following then we currently claim for a contribution: - Barwell, Coalville, Kibworth, Loughborough, Lount, Market Harborough, Melton Mowbray, Oadby and Sileby.</p> <p>Where it is deemed that two CA sites are equally likely to be used by residents then contributions are sought at a reduced rate of 50% for each site.</p>
11.	Contract Person	<p>Nigel Shilton Waste Projects Officer Department of Highways, Transportation and Waste Management Leicestershire County Council County Hall Glenfield Leicestershire LE3 8RJ</p> <p>Tel: 0116 2656833 Fax: 0116 2658128</p>
13.	Last Update Review Date	<p>Currently the rates for all sites are yet to be adjusted for 2005/06. It is intended that following this review, the rates will be updated on annual basis.</p> <p>The rate requested per CA site varies, currently the highest amount required is £83.98 per additional dwelling.</p>
14.	Retention of contribution	<p>The contribution will be retained for 5 years from the date of payment.</p>

1.	Name of service	Ecology/ Geology/ Environment /Geomorphology
2.	Category of service provider	County, District and Environmental Consultancy
3.	Current Guidance on the issue	Circular 05/05 East Midlands Regional Planning Guidance/SSP DETR PPS9/UKBiodiversity Action Plan The Local Development Framework for the area Local Biodiversity Action Plan Regional Biodiversity Strategy
4.	Type of facilities for which provision may be needed	Mitigation exercises, habitat restoration/ habitat creation, landscaping, site management, and site interpretation.
5.	Type of development which might trigger need i. Residential ii. Other	1. Residential and 2. Other Development : -All likely impacts on ecologically or geologically sensitive locations will need to be assessed individually, on both residential and other development sites; <u>no thresholds apply</u> . <u>The extent</u> of the ecological or geological interest will need to be located and defined by prior assessment. - <u>Costs</u> will need to be individually assessed for each project/development.
6.	Form in which payments should be made	Cash, control of land or other forms of payment, as appropriate; Provision and compensating wildlife sites.
7.	Contributions to capital costs or revenue costs	For all projects involving habitat creation and landscaping, contributions are required to capital costs of implementation and to maintenance costs, which may be long term (up to 3 years) and in the form of a commuted payment.
8.	Threshold for size of development for which contributions are appropriate	No thresholds apply if sensitive site affected.
9..	Geographic areas where there is no spare capacity	National Nature Reserves, Special Areas of Conservation, Sites of Special Scientific Interest, Sites of Importance for Nature Conservation, Local Nature Reserves.
10	Contact person	Leicestershire Environment Resources Centre, Holly Hayes Birstall, Leicester LE4 4DG Tel 0116-267-0008 e-mail: dsumner@leics.gov.uk
11	Last updated	2005

1.	Name of service	Education
2.	Category of service provider	County Council/Agents
3.	Current Guidance on the issue	Circular 05/2005 The Development Plan for the area.
4.	Type of facilities for which provision may be needed.	Sites for new schools, construction costs of new schools, contributions towards additional classrooms and facilities/other building provision of existing schools (including additional grass/artificial turf sports pitches).
5.	Type of development which might trigger need. i Residential ii. Other	<p>A contribution will be required for existing schools, towards the cost of additional primary and secondary school places, where there is a need. Contributions will be calculated on the basis of a minimum of 24 primary places and 20 secondary places per 100 houses. For flats/apartments the current figures are 4.3 primary pupils and 3.2 secondary pupils per 100 units.</p> <p>Information about local pupil yields will be taken into account in setting the precise requirements. The costs per pupil place based on DfES cost multipliers, are £10,203 for primary, £15,406 for 11-16 year old pupils and £16,512 for 16+ students based on 2006/07 figures. On a 'per house built' basis this equates to £2,449 per house for primary, £1,541 per house for Leicestershire 11 – 14 High Schools, and £1,577 per house for Leicestershire 14 – 18 upper schools. These cost multipliers are updated on April 1st each year. When a new school is required the developer would be expected to provide a site and construction costs including professional fees, furniture and equipment.</p> <p>The value of contributions will be based upon either DfES cost multipliers current at the time of the signing of the formal agreement or the appropriate cost multipliers plus an index linked update (as defined earlier), whichever is the greater.</p> <p>Proposals to redevelop an existing school site by a developer would normally trigger need for a replacement school.</p>
6.	Form in which payments should be made.	Land where required and either the costs of construction of buildings or work in kind to the County Council's specification, as detailed by the Director of Property.
7.	Contributions to capital costs or revenue costs.	Capital only, normally.
8.	Threshold for size of development for which contributions are appropriate.	10 dwellings (or less in the case of 'pooled' contributions).
9.	Geographic areas where there is no spare capacity.	Since school capacity varies from term to term, consultation with the Education Department is essential to establish whether or not there is spare capacity in a given school.
10.	Contact person	Bob Dutton, Service Manager, Room 700, County Hall, Glenfield, Leicester LE3 8RF. Tel: 0116 265 6336. Add other names??
11.	Last updated	June 2006

1. Name of service	Highways and Transportation
2. Category of service provider	County Council (Note: The Highways Agency is responsible for Motorways and other Trunk Roads.)
3. Current Guidance on the issue	Circular 05/05 PPS13 The Development Plan Highways, Transportation and Development www.leics.gov.uk/htd ("HTD")
4. Type of facilities for which provision may be needed	Pedestrian and cycle facilities, public transport enhancement (bus and rail, capital and revenue), Travel Plans, park and ride facilities, road improvements, traffic management, car parking, traffic regulation orders, and associated landscape work including planting and hard surfacing.
5. Type of development which might trigger need	Any type of development which leads to a material increase in traffic on the network, or is detrimental to road safety, or has inadequate access (including walking, cycling and public transport), or has inadequate parking provision, or creates an on-street parking problem or affects a public right of way. See "HTD". Requirements will depend on the particular circumstances relating to the development and may include, for example, highway implications such as parental car parking at schools and traffic management. The submission of a Transport Assessment helps in assessing requirements.
6. Form in which payments should be made	The required infrastructure will generally be provided by the developer, but some matters may be covered by a financial contribution.
7. Contributions to capital costs or revenue costs	Generally capital but some revenue, for example bus subsidy and particular maintenance liabilities. Maintenance contributions usually take the form of a commuted sum. Liability included for compensation arising from development highway works.
8. Threshold for size of development for which contributions are appropriate	No minimum level as need for contribution will depend on local circumstances. See "HTD".
9. Geographic areas where there is no spare capacity	Not hitherto a consideration for highways/ transport contributions. Potentially for future consideration but additional to any site-specific requirements.
10. Contact person	Allan Headley, Tel 0116-265-7187 (Charnwood, Melton, NW Leics.) Ian Dutton, Tel 0116-265-7185 (Blaby, Hinckley and Bosworth, Harborough, Oadby and Wigston). John Glover, Tel 0116-265-7195 (General Liaison).
11. Last updated	2005

1.	Name of service	Library Services
2.	Category of service provider	County Council
3.	Current Guidance on the issue	Circular 05/05 Review of the Libraries and Information Service Network Service Delivery Policy and Strategy The Development Plan for the area and the Community Strategy
4.	Type of facilities for which provision may be needed	Access to library and information materials and equipment.
5.	Type of development which might trigger need i. Residential ii. Other	 Any new residential development has potential for increasing the service delivery. A large commercial/employment development could lead to an increase in the use of local library services
6.	Form in which payments should be made	Cash in the majority of cases, however, for some large scale developments shared use of new/converted buildings may be more appropriate.
7.	Contributions to capital costs or revenue costs	A contribution will be required for the enhancement of existing static library buildings and mobile provided services. Calculations are based on the average number of residents per type of dwelling, the current provision of library materials per resident, the current average price of library materials and the numbers that use the service. These factors are converted into a formulae for a cost per type of dwelling. Current costs are <i>1 bedroomed houses @ £26.44 per house</i> <i>2 bedroomed houses @ £52.87 per house</i> <i>3/4/5 bedroomed houses @ £61.68 per house</i> <i>1 bedroomed apartments @ £26.44 per apartment</i> <i>2 bedroomed apartments @ £52.87 per apartment</i> <i>3/4/5 bedroomed apartments @ £61.68 per apartment</i> These costs are reviewed annually in June and adjusted to reflect the CIPFA submitted costs of providing Library Services
8.	Threshold for size of development for which contributions are appropriate	Any new development has potential for increasing the service delivery but the deminimus development below which contributions are not required is 3 dwellings.
9.	Geographic areas where there is no spare capacity	A flat rate (formula based) contribution is used in all cases
10	Contact person	Paul Love, Community Service Department, 4th Floor, County Hall, Glenfield, Leicester LE3 8SS. Tel 0116 265 7376
11	Last updated	March 2005

1.	Name of service	Museums, Heritage Interpretation and Cultural Development Cultural Planning
2.	Category of service provider	County Council
3.	Current Guidance on the issue	Circular 05/05 The Development Plan for the area Strategic Plan Museums, Arts and Records, 1998/2001
4.	Type of facilities for which provision may be needed	Local museum/site interpretation/Open Museum community showcase/Arts/ Cultural planning to encourage more aesthetic environment (public art, for example). Community learning room (for museum activities with local community and school groups); physical access improvements to museum premises; intellectual access to collections and related information including information about local heritage and cultural amenities (via ICT and other interpretation methods) which adds to local quality of life.
5.	Type of development which might trigger need i. Residential ii. Other	Any development associated with a site or issue of cultural or heritage significance. (The precise triggering mechanism may need to be developed through experience between the Developer Contributions Coordinator and Environment & Heritage in Community Services Department) Any residential increase in population near a museum (say half an hour's drive time) triggers greater need for museum facilities especially but not only developments associated with a site or issue of cultural or heritage significance.
6.	Form in which payments should be made	Cash or land, as appropriate
7.	Contributions to capital costs or revenue costs	As appropriate
8.	Threshold for size of development for which contributions are appropriate	See above note on type of development which may trigger need.
9.	Geographic areas where there is no spare capacity	Not applicable
10	Contact person	Yolanda Courtney Environment & Heritage in Community Services Department, County Hall, Tel 0116-265-6642 E-mail: museums@leics.gov.uk
11	Last updated	Dec 2005

1	Name Of Service	Recreation, Community Facilities and Amenity Land
2	Category of service provider	County, District and Parish Councils and Voluntary Groups
3	Current Guidance on the issue	Circular 05/2005 PPS 17 Planning for Open Space, Sport and Recreation National Playing Fields Association Standards Sport England Facilities Planning Model Leicestershire Leicester City and Rutland Playing Fields Strategy County Sports Partnership Business Plan (under review) BSEN 1176 / 1177 (Children's Playgrounds)
4	Type of facilities	New or extended community halls, public open space including amenity land, water facilities, and pathways for use by the public, children's play facilities (including equipment), sport pitches (grass or artificial), indoor or outdoor sports facilities etc, allotment gardens.
5	Type of development which might trigger need	
	i. Residential	a) Provision should relate to specific local need (or contributions towards projects of regional significance). b) Even small developments of 10 to 15 units may trigger need for extra or new children's play space or equipment. c) Larger developments may need provision of additional land on the basis of 2.4 hectares per 1000 people (pro rata). Developments over 1000 people are likely to generate need for new community halls or expansion / improvement of existing facilities. d) Developments over 20,000 people will generate the need for major indoor / outdoors sports facilities to be agreed with the local planning authority.
	ii. Other	a) Specialist residential or day care institutions may be required to provide their own recreation facilities or contribute to public facilities as appropriate. b) Large industrial / commercial developments may generate excess demand on existing leisure facilities. Demand requiring the provision of new leisure facilities should be assessed on the basis of individual planning applications. Consideration should be given to the need for access to leisure provision before / after work (by commuters) as well as lunchtime leisure requirements by employees.
6	Forms in which payment must be made	Provision of land (especially for children's play and amenity open space); creation of equipped playgrounds and sports pitches; financial contributions to LEA/ schools for shared use facilities; financial contributions to local authorities to enhance other facilities; dedicated public rights of way; financial contributions for dedicated revenue programmes that deal with health inequalities, community safety and social inclusion issues etc
7	Contributions to capital costs or revenue costs	Capital contributions towards initial development costs with possible commuted sum to deal with long term maintenance. A contribution of between £750 and £1100 per unit (determined on the basis of each planning application) should be sought for capital costs. Time limited funds should also / either be considered for dedicated revenue programmes. Contributions should be sought even from small

		developments and paid to a central holding fund (if no specific leisure need can be identified at the time of the application) to protect the risk to any one area of accumulative smaller developments leading to large population increases and leisure demands over time.
8	Threshold for size of development for which contributions are appropriate	Normally 10 houses, though specialist institutions may generate exceptional demand (especially for children's play or recreational sport)
9	Geographic areas where there is no spare capacity	Capacity issues are dependent on the nature of the development and the basis of the planning application.
10	Contact person	David Moore
11	Last updated	July 2005

		<p>5+ Bed £1,750</p> <p>D</p> <p>Students £219</p> <p>Deprivation Factor</p> <p>Ward / Area Value 0 to 40+</p> <p>Calculation Factor 0.8 to 1.4</p> <p>MIPS (current) 395</p>
7.	Form in which payments should be made	Capital Monies Land or buildings
8.	Contributions to Capital costs or Revenue Costs	Capital costs to contributed to the expansion of Health Care provision either are a payment for a specific area or into a pooled contribution for that area where there is a progressive expansion. The level of contribution will be in accordance with the Health Care Formula and linked to the MIPS Health Care inflation index
9.	Threshold for size of development for which contributions are appropriate	The standard threshold is 10 units, but this will be reduced to 5 or less if the area is being developed in small sites.
10.	Geographical areas where there is no spare capacity	The PCT's will divide their area into specific areas that will include a number of Council wards, e.g. using the Public Health neighbourhoods system. The capacity in each area will be calculated and the level of short fall or not will form the basis of a case of need for any request for a contribution
11.	Contract Person	Mr Ian Derbyshire Head of Estates & Facilities Charnwood & North-West Leicestershire PCT Woodgate, Loughborough, LE11 2TZ Ian.Dervyshire@cnwlpct.nhs.uk Tel: 01509 568664/ 567797
12.	PCT Contacts and arrangements	Each individual PCT will provide it`s own developer Contribution needs assessment and supporting

		documentation in line with this guidance and in conjunction with there local planning department
13.	Last Update Review Date	2005 2008
14.	Retention of contribution	The contribution will be retained for 5 years where it is for a specific project and 7 years where it is included in a Pooled fund for an area.
15.	Contribution Trigger Points	The Contributions will be made as follows: 1 st - 50% of Payment - When 40% of site complete or 12 months from commencement of Building Work, which ever is the sooner 2 nd - 50% of Payment - When 95% of site complete or 24 months from commencement, which ever is the sooner

1.	Name of service	Leicestershire Constabulary
2.	Category of service provider	Other Agency
3.	Current Guidance on the issue	<p>Circular 05/05</p> <p>Circular 5/94 and PPS1 state that when considering the design of proposed new developments, local authorities, developers and designers should take into account the effect that environmental factors can have on crime and disorder, with prevention being a material consideration when planning applications are considered.</p> <p>The Crime and Disorder Act 1998 adds impetus to the need to work in partnership to improve the quality of life by requiring all authorities, including planning authorities, to consider crime and disorder whilst exercising all their duties.</p>
4.	Type of facilities for which provision may be needed	Sites for police stations, erection costs of new police stations and contribution towards additional office/other building provision at existing police stations.
5.	Type of development which might trigger need i. Residential ii. Other	<p>A contribution will be required towards the cost of additional policing if there is a need arising from the development. Where a new police station is required, the developer would be expected to provide a site and the erection costs.</p> <p>Proposals to redevelop an existing police station site by a developer would normally trigger need for a replacement police station. Otherwise, each application to be considered on an individual basis.</p> <p>The Leicestershire Constabulary provides a free Architectural Liaison Service to which in the first instance development proposals should be submitted</p>
6.	Form in which payments should be made	Land where required and either the costs of construction of buildings or work in kind to the Constabulary's specification.
7.	Contributions to capital costs or revenue costs	Capital only, normally.
8.	Threshold for size of development for which contributions are appropriate	The impact upon police service provision should be assessed in respect of each new development.
9..	Geographic areas where there is no spare capacity	
10.	Contact person	Corporate Development, Leicestershire Constabulary, Police HQ, St Johns, Enderby, Leicester LE9 5BX Tel 0116 222 2222 ext. 2773.
11.	Last updated	2005

1.	Name of service	Leicestershire Fire and Rescue Service
2.	Category of service provider	Other Agency
3.	Current Guidance on the issue	Circular 05/05. The Fire Service is required to secure water from either potable or open water services to effectively fight fires under normal circumstances. <u>The Code of Practice between all Fire Authorities and all Water Companies</u> states: <i>Securing water for fire fighting purposes on new sites, All new development should be considered at the planning stage with a view to securing water meeting fire-fighting needs. Both the fire service and water companies as consultees, should require provision of water for fire-fighting by developers/owners of new developments, or redevelopments when the needs are increased.</i>
4.	Type of facilities for which provision may be needed	Hydrants and appropriate water mains with adequate pressure to supply them. Possible alternative sources of water for fire fighting include balancing lakes and underground tanks.
5.	Type of development which might trigger need i. Residential ii. Other	Both residential and commercial development can trigger need. Storage and manufacturing uses raise particular needs. In the case of potable water services, the cost of provision includes both hydrants and the supply to them through suitable water mains. Adequate mains pressure to fight fires is a further consideration. The Code recognises that water distribution systems are subject to external factors beyond the control of water companies that affect flow, such as peak demand and leaks. Alternative sources to the mains for fire-fighting water supply include balancing lakes and underground tanks. Where these are appropriate their provision will need to be negotiated between developers and local planning authorities in each case.
6.	Form in which payments should be made	Land where required and either the costs of construction of buildings or work in kind to the Chief Fire Officer's specification
7.	Contributions to capital costs or revenue costs	
8.	Threshold for size of development for which contributions are appropriate	Any form of development might compromise fire-fighting ability.
9..	Geographic areas where there is no spare capacity	Water for fire fighting is most often a problem in areas of greenfield development.
10.	Contact person	Chief Fire Officer, Leicestershire Fire and Rescue Service, Tel 0116-287-2241
11.	Last updated	2005

Appendix 1

CONSULTATION TO BE UNDERTAKEN ON THE STATEMENT OF DEVELOPER CONTRIBUTIONS

OBJECTIVE OF THE CONSULTATION

To seek comments from a range of organisations on this Developer Contributions Statement. Public consultation on the preparation of the Statement will add weight to it as a material consideration in determining planning applications.

ORGANISATIONS INVITED TO COMMENT

Parties involved in preparing the Statement

- County Council and other service providers contributing to the Statement
 - Leicestershire Constabulary
 - Leicestershire Fire and Rescue Service
 - Primary Health Care Trusts in Leicestershire
- Leicestershire District Councils

Local Government

- Leicestershire County Council
- Leicester City Council
- Rutland County Council
- Leicester Shire Development Agency
- Adjoining County Councils (for information only)
 - Cambridgeshire
 - Derbyshire
 - Lincolnshire
 - Northamptonshire
 - Nottinghamshire
 - Staffordshire
 - Warwickshire
 - W.Midlands
- Association of Parish Councils

Service Providers

- Severn Trent Water plc
- Arriva Fox County
- Central Trains
- Railtrack
- BG Transco
- British Telecom
- East Midlands Gas
- East Midlands Electricity

Central Government, Political interests and Quangoes

- Government Office East Midlands (who were asked whether other Government departments might want to comment)
- Members of Parliament (for information)
- Members of the European Parliament (for information)
- Environment Agency (East Midlands Region)
- National Forest
- EMDA
- Highways Agency
- PLAN Consortium (responsible for the A6 improvements)

Business interests

- Leicestershire Chamber of Commerce and Industry
- Ashby Chamber of Trade
- Charnwood Chamber of Trade
- Hinckley Chamber of Trade
- Leicester Chamber of Trade
- Melton Mowbray Chamber of Trade
(Chambers of Trade were requested to co-ordinate comments on behalf of the individual business interests in their area)
- Hinckley and District Economic Partnership
- Housebuilders Federation
- Builders/Developers including:
 - Redrow Homes (Midlands)
 - William Davis Ltd
 - Beazer Strategic Land
 - Wilson Bowden
 - Birch Homes Ltd
 - Bellway Homes Ltd
 - Underwood Homes
- CBI (Leicestershire County Group)
- NFU (East Midlands Region)

Community Associations

- Leicestershire Federation of Housing Societies
- Leicestershire and Rutland Rural Community Council
- Voluntary Action Leicester
- Leicestershire Federation of Civic Societies
(Community associations were requested to co-ordinate comments from their local community groups)

Professional Bodies

- The Planning Officers Society
- The Local Government Association
- The Royal Town Planning Institute.

Appendix 2

NOTIFICATION PROCEDURES ON DEVELOPER CONTRIBUTIONS

1. INTRODUCTION

1.1 New developments often require contributions from developers to provide for necessary improvements to public services and facilities. These may be provided by both the District and/or County Councils in Leicestershire, or may be secured on behalf of other agencies. It is in the interest of all parties to ensure that the full range of relevant facilities arising from any particular development is made available for the benefit of the local community, irrespective of the distribution of responsibilities for different services.

1.2 The District Councils, as local planning authorities, are the first points of contact for most developments; the County Council is responsible for mineral and waste proposals. A formal protocol was established through the original County-wide supplementary guidance document, to ensure that all responsible parties are given the opportunity to assess the implications for service provision arising from new development proposals. This procedure has evolved and improved over the intervening period, and needs to respond to changes in circumstances.

1.3 The current procedure for consultation between the District Councils and the County Highways Authority on appropriate proposals, as set out in the Development Control Agreement, will continue to operate. Internal arrangements within the County Council will ensure that any requirements of the County Highways Authority, for developer arising from a particular proposal, are notified to the appropriate officer in the County Planning Authority.

2. THE PROCEDURE

District Matters

2.1 The County Council will nominate officers as County Council co-ordinators, based in the Planning Group of the Department Community Services. The co-ordinator(s) will be responsible for contacting nominated officers within the relevant departments of the County Council and responding to the district councils on any development proposals notified by them.

2.2 Individual planning case officers at the District Council will be responsible for notifying the County Council co-ordinator(s) of relevant development proposals, as defined in the following paragraph.

2.3 Notification on development proposals will take place in accordance with the following thresholds for different categories of development:

- (i) Residential development: at least 10 dwellings, or 0.25ha @ 40 dwellings /ha in size;
- (ii) Any 'significant' proposal for other forms of development (e.g. employment, retail, leisure), which is likely to give rise to requirements for

developer contributions, based on the advice given in the guidelines and/or locations of 'special concern' set out in paragraph 2.4 below.

2.4 There may be circumstances where there are a large number of proposals for less than 10 dwellings in an area. The County and District Councils will consider the accumulative impact of these smaller proposals, where it is established that individual services and facilities are close to capacity or will require improvement as a result of development. Individual service providers may identify in the guidelines those locations where there are 'special concerns' for particular services, which will be reviewed by the service departments on a regular basis.

2.5 Individual service providers will review the contents of the guideline tables on a regular basis, in the context of annual programmes and changes in circumstances. In some locations, the cumulative impact of proposals for 'small sites' (i.e. below the identified thresholds) may result in the need to improve service provision. The County Council will maintain records of the accumulation of 'small' developments, based on the 'small sites' information provided by District Councils.

2.6 Relevant development proposals (referred to in para.2.3 above) will include **planning applications**, any **pre-application inquiries** and development briefs on the following:

- (i) proposals that are identified through development plan allocations. Although there may have been consultation on these sites through the local development framework process, it will be necessary to notify the County Council of subsequent planning applications, in order that its service requirements can be confirmed. It may be appropriate to consider additional contributions in addition to those set out in development plans, where there are new considerations to be taken into account;
- (ii) 'windfall sites', which can often give rise to previously unidentified requirements for services and facilities;
- (iii) proposals which are the subject of appeal and/or 'call-in' proceedings, where notification procedures have not been concluded or require confirmation.

2.7 Notification by the District Council shall be on the agreed proforma agreed by the County and District Councils and reviewed as necessary. It will be accompanied by sufficient information to identify the site of the proposal, including an adequate location plan, the type and nature of the proposed units. The CC will obtain details of the submitted planning applications in electronic form, where these are available on the DC's own web-site.

2.8 In agreed cases, the County Council co-ordinator, together with a representative of other County Council departments as may be necessary, will be given the opportunity to attend any meetings which may be held between the District Council and a developer and / or agent to discuss potential contributions, with the agreement of the developer.

2.9 The County Council co-ordinator will respond to all notifications of planning proposals by the District Council within 21 days, unless an extension of time is granted at the discretion of the District Council's officer.

2.10 Prior to the final decision on the proposal being made, in the event of any requirements for developer contributions associated with Leicestershire County Council service provision not being agreed, the District Council officer will formally notify the County Council co-ordinator of the circumstances. The County Council will be given the opportunity to respond if any of its requirements are not agreed and where appropriate to prioritise its bid for contributions towards service provision and facilities. The County Council will respond to the District Council within 14 days of the subsequent notification, unless an extension of time is granted at the discretion of the District Council officer.

Pre-application enquiries

2.11 Often, developers (or their agents) are encouraged to establish the likely scale and nature of developer contributions in advance of planning submission, the CC will facilitate the provision of the appropriate advice through its normal procedures. If developers and agents seek such advice, then they should submit a formal request, accompanied by sufficient information to identify the site and the scale and type of units intended. In normal circumstances, a response will be provided within 21 days of receipt of the appropriate information.

County Matters

2.12 Individual case officers of the County Council shall be responsible for notifying the relevant (development case) officers of the District Councils of any minerals and waste proposals, County Matters, which involve offer of, or necessity for, contributions towards services provided by the District authority.

2.13 Such notification shall take place on relevant **planning applications** and **pre-application inquiries**, using the agreed proforma referred to in para.2.7 above. The notification shall be accompanied by sufficient information to identify the site of the proposal, including an adequate location plan and any written submission that may accompany the developer's application or inquiry.

2.14 In agreed cases, the District Council's officer will be given the opportunity to attend any meetings which may be held between the County Council and a developer and/or agent to discuss potential contributions.

2.15 The District officer will respond to all notifications of planning proposals by the County Council within 28 days, unless an extension of time is granted at the discretion of the County Council's officer.

2.16 Prior to the final decision on the proposal being made, in the event of any requirements for developer contributions associated with District service provision not being agreed, the County Council co-ordinator will formally notify the District Council of the circumstances. The District Council will be given the opportunity to respond if any of its requirements are not agreed and where appropriate to prioritise its bid for contributions towards service provision and facilities. The District Council will respond to the County

Council within 14 days of the subsequent notification, unless an extension of time is granted at the discretion of the County Council co-ordinator.

Legal Agreements

2.17 The cost of preparing and securing legal agreements will normally be met by developers. In other cases, the County and District Council will separately be responsible for the costs relating to its own specific service requirements. This document includes advice on the use of standard clauses and agreements (see Appendix 3), which should assist in the preparation of these documents.

2.18 If there is a 'significant' delay between the negotiation of contributions and the subsequent signing of any relevant agreement, then it might be necessary to re-calculate the scale and nature of contributions, based on any changes in circumstances in the intervening period. Similarly, planning authorities will be expected to advise the alternative service provider(s) on any changes to proposals during the course of negotiations.

2.19 Following negotiation, it is expected that a draft legal agreement will be forwarded to the CC's legal officer for scrutiny. After any legal agreement, obligation or unilateral undertaking has been, a copy of the relevant document shall be sent by the District Council to the County Council. In the case of County Matters, a copy of the agreement shall be sent by the County Council to the District Council's case officer.

Timing of payment

2.20 This will vary but broadly speaking payment should be made at a time that enables the provision of the facility that is being funded at the time when it is needed. There is no rigid formula to calculate this and it can be varied according to individual circumstances.

2.21 In the field of education contributions, for example, a payment scheme has developed which normally requires:

- 10% on commencement of development to enable commencement of the design of the project
- 45% at about the mid point in the development
- 45% towards the end of the development.

The payment scheme does vary however, for example where the money will be used to fund part of a larger contract that will incorporate the additional accommodation being funded.

2.22 The same sorts of general consideration on timing of payment apply to highway contributions.

Method of payment

2.23 Payment is not always in cash. For example if a development necessitates additional educational facilities, the developer may be given the option of either paying a cash contribution or constructing the additional facilities himself to the Education Authority's specification and design

requirements. Alternatively, if the work being funded by the developer is part of a larger extension, the developer may be told that the only option is to make a cash contribution.

2.24 Similar considerations on method of payment, and whether the developer or the Highway Authority does the work, may apply to highway contributions.

Monitoring of contributions

2.25 Records will be kept of payments received. The trigger points at which payments will normally be made shall be monitored by the District Council or Leicestershire County Council, as appropriate. If considered appropriate, the legal agreement may include a clause requiring the developer to notify the Authority when trigger points are reached or a prescribed period has elapsed. Whichever Authority is monitoring the trigger points and the receipt of payments will need to ensure that payment is made to the appropriate service provider.

2.26 The County Council intends to investigate the procurement of a corporate data base and monitoring system, to assist in the efficient and effective control of all developer contributions. This would also promote the opportunity to investigate the possibilities for sharing data systems between County and District authorities.

Supplementary Notes:

The District Councils will continue to consult directly with Fire, Police and Health Authorities to ascertain any appropriate service requirements, as they are not part of the County Council's function.

Appendix 3

STANDARD CLAUSES AND LEGAL AGREEMENT

S106 AGREEMENT STANDARD DOCUMENT

The attached standard draft agreement is currently being reviewed by LCC Legal Services, in consultation with the legal representatives and planning officers from all the Borough/District Councils.

It is not envisaged that there will be any major changes in the wording of such agreements, but rather a change in format in an endeavour to simplify agreements and thereby achieve earlier completion of individual documents

All applicants should be aware that the Government costs multipliers which are used to calculate contributions being sought are re-calculated on 1st April each year. Applications received in the preceding twelve months which require the payment of contributions and where the S106 agreement remains outstanding after this date are to be advised that all contributions will be recalculated after 1st April.

CURRENTLY UNDER REVIEW

DATE

2006

BOROUGH/DISTRICT COUNCIL

and

LEICESTERSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

SECTION 106 TOWN AND COUNTY PLANNING ACT 1990

**Relating to the residential development of land
at
in the County of Leicestershire**

Leicestershire County Council
Council Hall,
Glenfield,
Leicester.
LE3 8RA.

THIS AGREEMENT is made this _____ day of _____
2006 **BETWEEN** _____ **LIMITED** whose registered office is situate at

("the Owner") **BOROUGH**
COUNCIL of Council Offices _____ Leicestershire
("the Borough Council") and **LEICESTERSHIRE COUNTY COUNCIL** of
County Hall Glenfield Leicester LE3 8RA ("the County Council")

RECITALS

1. The Borough Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Land is situated
2. The County Council is a Local Planning Authority the Local Education Authority the Highway Authority and the Authority responsible for the provision of Library and Civic Amenity Facilities the area within which the Land is situate
3. The Owner is the owner in fee simple in possession free from encumbrances of the Land
4. (The Mortgagee is mortgagee of the land under a legal mortgage dated _____
and made between the Owner and the Mortgagee
5. The Owner has applied to the Borough/District Council for planning permissions to carry out the Development

6. To facilitate the Development the Borough Council require the payment of the Education Contribution the Highway Contribution the Library Contribution and the Civic Amenity Contribution

7. The Borough Council has resolved to grant planning permission for the Development subject to conditions and subject to the making of this Agreement without which planning permission for the development would not have been granted

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including for the avoidance of doubt the Recitals hereto) the following expressions shall have the following meanings unless the context requires otherwise:-

"Planning Act"	The Town and Country Planning Act 1990 (as amended)
"Civic Amenity Contribution"	The sum of Pounds (£) (per dwelling) as a contribution towards the cost of the provision of facilities at the Civic Amenity Site which would ordinarily be expected to be visited by residents of the Development
"Commencement of Development"	shall mean the time when the development is initiated or begun by carrying out any of the operations specified in Section 56(4) (a) (b) (c) or (d) of the Planning Act (other than works of demolition site clearance and fencing survey soil tests or archaeology tests) and "commence" or "commenced" shall mutatis mutandis be construed accordingly

"Development"	the erection of dwellings on the Land pursuant to the Planning Permission
"Education Contribution"	the sum of Pounds (£) (per dwelling) as a contribution towards the cost of the provision and enhancement of educational facilities at schools which would ordinarily be expected to be attended by residents of the Development
"Highway Contribution"	the sum of Pounds (£) (per dwelling) as a contribution towards the cost of the provision of the highway works as set out in Schedule ()
"the Land"	the Land as described in the First Schedule hereto
"Library Contribution"	The sum of Pounds (£) (per dwelling) as a contribution towards the cost of the provision of books or alternative educational facilities at the Library which would ordinarily be expected to be visited by residents of the Development
"Occupation"	means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include:- (i) daytime occupation by workmen involved in the erection of any part of the Development; (ii) the use of any dwelling house(s) for the marketing of the Development or (iii) the storage of plant and materials
"plan"	the plan annexed hereto
"Planning Application"	the Planning Application made by the Owner to the Borough/District Council and registered on reference number for (detailed/outline) planning permission for the Development

"Planning Permission" the planning permission to be granted pursuant to the Planning Application for the Development subject to conditions

1.2 In this Agreement

1.2.1. Words importing the masculine gender shall be deemed to include the feminine and the neuter and the singular the plural and vice versa and words denoting natural persons shall include corporations and vice versa unless the contrary is expressly provided or the context otherwise requires

1.2.2 Obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally provided that no person shall be liable in respect of any breach (and for this purpose breach shall include the failure to perform any positive obligation) other than in respect of land in his beneficial ownership AND further no person shall be liable for any breach of covenant first occurring after he has disposed of such interest in such land or the part thereof in respect of which such breach occurs

1.2.3 Any reference to any numbered clause or sub-clause or to a Schedule is (except where indicated to the contrary) a reference to the corresponding clause or sub-clause or a Schedule to this Agreement

1.2.4 Any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being in force

1.2.5 The clause headings in this Agreement are for ease of reference only and shall not affect the construction thereof

1.2.6 The expressions "the Borough/District Council" "the County Council" "the Owner and "the Mortgagee" shall where the context so admits include their respective successors and assigns

1.2.7 No failure or delay by the Borough/District Council or the County Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same of some other right or power of the relevant Council Offices

2 STATUTORY BASIS

This Agreement is made pursuant to Section 106 of the Planning Act Section 111 of the Local Government Act 1972 and in pursuance of all other powers enabling the parties hereto respectively with the intention that the covenants given by the Owner in this Deed bind (so far as provided by this Agreement) its successors in title (being owners for the time being of the owners interests or a part thereof in the Land)

3. PLANNING OBLIGATION

3.1 Each covenant by the Owner contained herein is a planning obligation for the purpose of Section 106 of the Planning Act and enforceable by the Borough Council

3.2 The covenants contained in clause 4 are also enforceable by the County Council

4. THE OWNERS COVENANTS

4.1 No development shall commence unless and until the greater of the Education Contribution or the Education Contribution adjusted in accordance with the Second Schedule has been paid to the County Council

4.2 No development shall commence unless and until the greater of the Civic Amenity Contribution or the Civic Amenity Contribution adjusted in accordance with the Second Schedule has been paid to the County Council

4.3 No development shall commence unless and until the greater of the Library Contribution or the Library Contribution adjusted in accordance with the Second Schedule has been paid to the County Council

4.4 No development shall commence unless and until the greater of the Highway Contribution or the Highway Contribution adjusted in accordance with the Second Schedule has been paid to the County Council

5. THE COUNTY COUNCIL'S COVENANTS

5.1 The County Council covenants with the Owner to apply the Education Contribution for the provision or enhancement of educational facilities at Schools which would ordinarily be expected to be attended by residents of the Development

5.2. If the whole of the Education Contribution has not been used by the County Council within five years of the date of payment of the Education Contribution then any sums not so used shall be repaid by the County Council to the Owner on written demand

5.3 Upon receipt of a written request by the Owner the County Council will provide full details of the expenditure of the Education Contribution

5.4 The County Council covenants with the Owner to apply the Civic Amenity Contribution for the provision or enhancement of facilities at the Civic Amenity Site which would ordinarily be expected to be used by residents of the Development

5.5. If the whole of the Civic Amenity Contribution has not been used by the County Council within five years of the date of payment then any sums not so used shall be repaid by the County Council to the Owner on written demand

5.6 Upon receipt of a written request by the Owner the County Council will provide full details of the expenditure of the Civic Amenity Contribution

5.7 The County Council covenants with the Owner to apply the Library Contribution for the provision of books or alternative educational facilities at the Library would ordinarily be expected to be attended by residents of the Development

5.8 If the whole of the Library Contribution has not been used by the County Council within five years of the date of payment then any sums not so used shall be repaid by the County Council to the Owner on written demand

5.9 Upon receipt of a written request by the Owner the County Council will provide full details of the expenditure of the Library Contribution

5.10 The County Council covenants with the Owner to apply the Highway Contribution for the purposes set out in Schedule ()

5.11 If the whole of the Highway Contribution has not been used by the County Council within five years of the date of payment then any sums not so used shall be repaid by the County Council to the Owner on written demand

5.12 Upon receipt of a written request by the Owner the County Council will provide full details of the expenditure of the Highway Contribution

6. THE BOROUGH/DISTRICT COUNCIL'S COVENANTS

7. GENERAL

6.1 This Agreement is a local land charge and shall be registered as such

6.2 Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

6.3 Any notice agreement consent or approval to be given under the terms of this Agreement shall be in writing and sent by ordinary post and

6.3.1 in the case of the Borough Council to be addressed to the

6.3.2 in the case of the County Council to be addressed to the County Solicitor County Hall Glenfield Leicester LE3 8RA

6.3.3 in the case of the Owner shall be send by ordinary post to its registered office or such other address as it shall provide in this regard

6.4 The Owner shall notify the Borough Council and the County Council within 14 days of such commencement of the Commencement of the Development

6.5 If the Planning Permission expires is revoked or otherwise ceases to exist before the Commencement of Development this Agreement will cease to have effect and as from such time there shall be no further obligations on any party in relation to any matter that has occurred or may arise under this Agreement

6.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement or their successors in title or assigns shall have any rights under it nor shall it be enforceable by any person other than the parties to it or their successors in title

6.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission

(other than the Planning Permission) granted after the date of this Agreement

6.8 The Borough Council will upon the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges

6.9 The Owner shall upon the execution of this Agreement pay the Borough Council's and the County Council's reasonable legal costs in respect of the preparation and completion of this Agreement

6.10 The Mortgagee consents to the Owner entering into this Agreement and acknowledges that this Agreement binds the Land

6.11 The Mortgagee shall only be liable for any breach of this Agreement whilst mortgagee in possession

IN WITNESS the Borough Council the County Council and the Owner have executed this Agreement as a Deed on the day and year first before written

THE FIRST SCHEDULE

The Land
Approximately square metres or thereabout of land at
and more particularly shown edged red on the plan annexed hereto

THE SECOND SCHEDULE

1. In this Schedule:-

"index"	means the All in Tender Price Index of Buildings Costs Information Services ("BCIS") as published by the Royal Institute of Charter Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the parties hereto shall agree or in default of agreement such Index as shall be determined by an Arbitrator appointed by the President of the RICS for the purposes of this Agreement in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs in respect of the Education Contribution the Library Contribution and the Civic Amenity Contribution OR means the Resource Cost Index of Road Construction ("ROCOS") published by the Department of Trade and Industry as part of the Quarterly Building and Cost Indices for Public Sector Construction Works or such other index as may from time to time be published in substitution thereof in respect of the Highway Contribution
"Base Index Date"	means the date of the grant of planning permission
"Base Index Figures"	means the figure published in respect of the Index immediately prior to the Base Index date
"Final Index Figure"	means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective date upon which the Education Contribution the Civic Amenity Contribution the Library Contribution or the Highway Contribution is paid

2. The Contributions shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Increased Sum} = \frac{A \times C}{B}$$

Where: "A" equals the Education Contribution, the Civic Amenity Contribution the Library Contribution or the Highway Contribution

"B" equals the Base Index Figures

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made but if for any reason the Index shall be otherwise altered or shall be abolished or replaced, there shall be substituted for the purposes of this Schedule, such index of building costs or index of road construction costs as may from time to time be published by or under the authority of any Ministry or Department of Her Majesty's Government and if no such index is published, the parties thereto shall endeavour to agree such other index as shall most closely reflect changes in building costs or road construction costs as appropriate.
4. If any substitution for the said BCIS or ROCOS or any index previously substituted therefor shall occur pursuant to the provisions of Clause 3 of this Schedule, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and BCIS or ROCOS or any index previously substituted therefor on the other hand.

THIRD SCHEDULE

(the Highway Works)

THE COMMON SEAL of)
BOROUGH COUNCIL was hereunto)
affixed in the presence of)

Authorised Officer

THE COMMON SEAL of **LEICESTERSHIRE**)
COUNTY COUNCIL was hereunto affixed)
in the presence of)

Authorised Officer

THE COMMON SEAL of)
was hereunto affixed in the presence of)

Director

Secretary