Process Securing S106 Obligations Flow Chart

Planning Application Submitted

Receipted & Validated by Technical Officers

Consultation

21 Day Consultations are sent to various Developer Contributions Consultees which are determined by triggers (See list of triggers attached

Developer Contribution responses received

Money / New Infrastructure / Improvement of Infrastructure Case Officer assesses the requests against CIL Regulations:

- ☑ necessary to make the development acceptable in planning terms
- ☑ directly related to the development
- ☑ and fairly and reasonably related in scale and kind to the development

Developer / Applicant is notified of obligations requested

Developer/Applicant **Accepts**

Heads of Terms (HOT)

Case Officer instructs Legal Services with HOT Instruction Memo - Example Attached

Draft Legal Agreement

Legal Services or Developers Solicitor to draft agreement in accordance with the HOT Instruction Memo

Review of Draft Agreement

The agreement is circulated until all parties signing the agreement agree to the contents

Agreement Signed & Sealed

Legal agreement <u>must</u> be signed & sealed prior to Decision Notice being issued (Applications that relate to Appeals can be signed before, during or post.

Monitoring Legal Agreements

Once signed and permission granted Compliance & Monitoring Officer records & monitors HBBC obligation triggers

Outline Applications

Case Officers to Reserved Matters applications review the requirements within the legal agreement and relevant conditions of the outline permission to ensure compliance

Developer/Application **Objects**

Viability and/or Compliancy

Developer either declares **viability** or **compliancy** of an obligation

Viability

Upon declaration of viability, a viability assessment is undertaken by an independent HBBC approved assessor.

Results will demonstrate the maximum contributions / infrastructure the site can provide.

Unviable Sites - obligations are negotiated via fact and degree of necessity to the development.

No viability issues: - the developer/applicant will need to agree to the Heads of Terms otherwise planning application will be **refused**.

Compliancy

Supporting evidence to demonstrate compliancy is required by whom requested the obligation

Process to be undertaken until acceptable or if evidence is not acceptable

Legal negotiations may be required at this

Once Obligations Agreed follow Developer/Applicant **ACCEPTS**

Triggers for S106 / UU obligations Consultations

Major Applications Codes 01Q-6Q

- Affordable Housing & Enabling Officer developments of 10 or more units or 4 in a rural area
- Case Officer Policy Documents Spaces
- LCC Developer Contributions

Education

Highways

PRoW

Civic Amenities

Travel

- LLR CCG (Leicester, Leicestershire & Rutland Clinical Care Group) 11 or more dwellings
- Police & Crime Commissioner Majors
- Canal & River Trust (any application within 150m either side of canal)
- Public Open Space Officer/S106 Officer / Green Spaces
- Playing Fields Association over 300 dwellings
- Sport England over 300 dwellings
- Active Travel England for developments of 150 or more dwellings, 7,500m2 commercial area or site area of 5 hectares or more
- LCC Ecology Biodiversity
- Regeneration Employment & Skills
- National Forest

List not exhaustive

Source Planning Officers Validation Manual

Planning Section 106 Instruction Memo

Following receipt of a planning application/appeal, please accept the following as instruction to Legal Services to draft a Section 106 or Unilateral Undertaking Agreement as follows:

Application Details:

*Application No.		
Site Address:		
Proposal:		
Case Officer:		
Committee Date (if	applicable):	
Appeal Date (if app	licable):	
Planning Performance Agreement		Yes/No

Heads of Terms HBBC Summary

Obligation Type	Details (include triggers and timescales to spend)	Amount
HBBC Monitoring		
Indexation	TPI	
Interest	0.4% above Base Rate	
Affordable Housing Scheme (usually on outlines)	Insert Valeries requirements	
Affordable Housing Units	Insert Valeries requirements	
Affordable Housing Commuted Sum	Insert Valeries requirements	
Affordable Housing First Homes		
Health	Please insert details. For applications "up to" please provide the formula with a Maximum figure	
Public Realm		
Local Employment & Training Strategy	Prior to commencement – include details from request	
Canal & River Trust	Input National Forest request	
National Forest	Input National Forest request	
*Off Site Open Space	Please confirm here what they are proposing.	
	See POS Schedule below	
*On Site Open Space	Please confirm here what they are proposing.	
	See POS Schedule below	
On Site Play & Open Space	On Site Scheme to be provided during Reserved	
Scheme (only required on outline as this will be subject to the REM)	Matters stage or [INSERT]	
	Where an application has on site open space Schedule	N/A
On Site Open Space – Transfer of the On Site Open Space Area	5 should be included – please instruct accordingly	.,,
On Site Open Space (Equipped,	Where on site open spaces are being provided the	
Casual , Outdoor Sports &	s106 agreement should detail a minimum sqm to be	
Accessible Natural Green Space)	provided (for each typology) based on the number of	
• •	dwellings.	
	Equipped & Outdoor Sports being provided on the	
	application site requires a minimum amount that they	
	should spend on the equipment as well as the	
	minimum sqm to be provided.	
	Accessible Green Space should not be included in any	
	casual open space areas and officers should be mindful	

^{*}Please use the application reference number in all correspondence

	that developers do not try to provide casual informal that isn't really a specific space to play.	
On Site Open Space Maintenance	A maintenance contribution should be included for all on site open space typologies either by formula or amount. See Table below for figures.	
On Site Open Space – Over provision	Where a developer over provides any type of open space will need to be taken into consideration for additional maintenance contributions	
On Site Open Spaces Borough / Parish MC	Where possible (unless the Parish is absolutely against taking open space) Please include the "the developer will offer the BC or PC the on site open space	
On Site Open Space Management / Maintenance	Once the open	

^{*}Open Space can be provided on or off site and in some cases a mixture of both. Case Officer to ensure that it is clear what the developer is proposing.

Heads of Terms LCC Summary:

Obligation Type	Details (include triggers and timescales to spend)	Amount
LCC Monitoring		
Indexation		
Interest		
Civic Amenity		
Education Early Years		
Education Primary		
Education Secondary		
Education Upper/Post 16		
Education SEN		
Libraries		
Transport		
Highways		
Travel		
Bus		
Biodiversity		
Footpaths		
Any additional		
obligations:		

Off Site POS								
	Provisi on per dwellin g (2.4 people per dwellin g)	Num ber of dwelli ngs	Sqm to be provi ded	Off site provision per square metre	provisi on contrib ution	Maintenan ce contributio n per square metre 1 (Based on 10 Years Off site	Mainten ance contribu tion	Allo cate d to:
Equipped Children's Play Space	3.6		0	£181.93	£0.00	£87.80	£0.00	
Casual/Infor mal Play Spaces	16.8		0	£4.44	£0.00	£5.40	£0.00	
Outdoor Sports Provision	38.4		0	£9.05	£0.00	£4.30	£0.00	
Accessibility Natural Green Space	40		0	£4.09	£0.00	£7.10	£0.00	

NOTE: For Applications that state "upto" please use the relevant formula in the legal agreement and provide a maximum based on maximum number of dwellings, otherwise use total figures

Provision total

Maintenan

ce total

£0.00

£0.00

Covenants to the Developer/ Owner for On Site Play & Open Spaces;

Trigger for open spaces to be laid out & completed (usually around 75% occupation) (penalty required)

Trigger for developer to advise of completion of the open space, including arrangement of a site visit and fee. (Within 10 days of completing the site)

Trigger for works to be completed within timeframe (Penalty required)

12 months management and maintenance to be provided once LPA confirm in writing that the areas have been implemented in accordance with the approved plans and the 12 months maintenance can commence.

Once areas completed as satisfactorily offer the BC or PC the open space for transfer of £1.00. (Include wording that the areas can be htransferred at an earlier date if prior agreement has been received from the LPA).

Timeframe to be given for transfer to be completed within. Developer pays legal transfer fees.

Payment for Maintenance Contributions - upon transfer of open space

If PC or BC do not take the open spaces the following will apply:

On Site Open Space Management & Maintenance Scheme to be provided

Management Company details to be provided.

No maintenance for on site open space will be payable

Only if necessary:

Covenants to the Borough Council or PC for On Site Play & Open Space Maintenance Contributions are:

20 Years following the completion of the transfer and the maintenance payment

On Site	POS						
	Provisi on per dwellin g (2.4 people per dwellin g)	Number of dwellings	Sqm to be provi ded	On site provisio n per square metre	provis ion contri bution	Maintena nce contributi on per square metre (based on 20 Years)	Maint enanc e contri bution
Equipped Children's Play Space (being provided on the application site)	3.6		0	£181.9 3	£0.00	£175.60	£0.00
Casual/Info rmal Play Spaces (being provided on the application site)	16.8		0	£4.44	N/A	£10.80	£0.00
Outdoor Sports Provision (being provided on the application site)	38.4		0	£9.05	£0.00	£8.60	£0.00
Accessibility Natural Green Space (being provided on the application site)	40		0	£4.09	N/A	£14.20	£0.00
				Provisi on total	£0.00	Maintena nce total	£0.00

Applications that state "upto" please use the relevant formula in the legal agreement and provide a maximum based on maximum number of dwellings, otherwise use total figures

Covenants to the Developer/ Owner for on Site Play & Open Space provisions

Provision Prior to Commencement of Development / Prior to the occupation of the [INSERT] dwelling.

Maintenance Prior to Occupation of the [INSERT] dwelling.

Covenants to the Borough Council for Off Site Play & Open Space Contributions are:

5 Years from final payment of provision

15 Years from final payment of maintenance