



## Report of the Head of Scrutiny and Member Development

Scrutiny Board: City Development

Date: 7<sup>th</sup> September 2010

Subject: Section 106 of the Town & Country Planning Act 1990  
– Process and Procedures

### Electoral Wards Affected:

All Wards

Ward Members consulted  
(referred to in report)

### Specific Implications For:

Equality and Diversity

Community Cohesion

Narrowing the Gap

## 1. PURPOSE

- 1.1 The purpose of this report is to provide the Scrutiny Board with a comprehensive description of the purpose, justification and management of s.106 Agreements. The report is divided into two parts:

Part 1 – explains what a s.106 Agreement is, provides the national and local policy background for entering into s.106 Agreements and explains the circumstances in which the need for one arises and how the City Council negotiates these as part of the planning application process.

Part 2 – explains how the City Council secures funds/benefits due under s.106 Agreements, how the system of planning obligations is managed in Leeds and how the money generated is allocated and spent.

## PART 1

### 2.0 WHAT IS A S.106 AGREEMENT?

- 2.1 Section 106 of the Town and Country Planning Act 1990 is the statutory provision currently governing planning obligations. According to Section 106:-

“Any person interested in land in the area of a local planning authority may, by agreement or otherwise, (this allows for planning obligations to be entered into unilaterally – see below) enter into an obligation (referred to in this section ... as “a planning obligation”).....:

- restricting the development or use of land in any specified way;
- requiring specified operations or activities to be carried out in, on, under or over the land;

- requiring the land to be used in any specified way; or
- requiring a sum or sums to be paid to the authority on a specified dates or dates or periodically.”

2.2 Planning obligations run with the land and are registered as a local land charge. Such obligations can be ‘positive’, requiring a developer to do a specific thing or ‘negative’, restricting the developer from developing or using the land in a specific way negative in form.

2.3 Planning obligations can be either contained in Section 106 agreements entered into between the Council and those having a property interest in the site (and possibly other parties, including developers), or can be provided by developers/landowners unilaterally (Unilateral Undertakings).

2.4 Planning obligations are commonly used to deliver Affordable Housing, Greenspace, Education and Transport. They can also deal with other miscellaneous ad-hoc situations, for example to deliver enabling development where one development cross subsidies another.

### **3.0 NATIONAL AND LOCAL PLANNING POLICY BACKGROUND**

3.1 Circular 05/2005 sets out the Government’s policy for the use of s.106 Agreements. A document entitled ‘Planning Obligations: Practice Guidance’ published in July 2006 by the Department for Communities and Local Government, provides further guidance for all parties involved in the planning obligation process. The guidance in the Circular sets out the basis for entering into obligations. This states that any obligation must satisfy the following tests:

- (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 respects

3.2 The legal test governing the use of planning obligations has recently been revised following the introduction of the Community Infrastructure Levy Regulations in April 2010 (these do not alter the policy tests set out above). This test provides that a planning obligation may only constitute a reason for granting planning permission for the development if the obligation is:

- (i) necessary to make the development acceptable in planning terms;
- (ii) directly related to the development; and
- (iii) fairly and reasonably related in scale and kind to the development.

Consultation has recently taken place on a replacement for Circular 05/2005 which will provide new policy guidance in the light of the revised legal test.

3.3 Leeds Unitary Development Plan (UDP) policies carried forward as part of the emerging Local Development Framework (LDF) provide the local policy context in which the authority can seek planning obligations from developers. UDP Policy GP7 provides the overarching context:

GP7 Where a development would not otherwise be acceptable and a condition would not be effective, a planning obligation will be necessary before planning permission can be granted. The obligation should cover those matters which would otherwise result in permission being withheld and if possible should enhance the overall quality of the development. Its requirements should be necessary, relevant to planning, directly related to the proposed development, fairly and reasonably related in scale and kind to the proposed development, and reasonable in all other respects.

3.4 Other policies in the UDP elaborate on the circumstances in which developer contributions will be required to meet policy objectives. These policies are elaborated further within published Supplementary Planning Guidance (SPG) or the more recent Supplementary Planning Documents (SPD’s) which provide detailed information on the level of contribution,

the method of payment and the monitoring of agreements, as well as explaining the Council's intended purpose in securing the contribution or benefit. These documents primarily ensure that a District wide approach is taken to securing contributions to support higher level policies in the UDP. However, additional area-specific guidance is also provided where required, such as for the Harewood and Eastgate Quarter development area and for Holbeck Urban Village.

#### **4.0 WHY A S.106 AGREEMENT MAY BE NEEDED**

- 4.1 Government Circular 11/95 provides guidance on the use of planning conditions and makes it clear that funds cannot be obtained from a developer through the use of a planning condition. Accordingly, a s.106 Agreement will be required on major developments where a financial contribution is required towards the provision of infrastructure, for example where a development will place greater strain on an existing greenspace and funding is required to improve its quality, accessibility and/or standard of facilities.
- 4.2 Whilst valuing the benefits that development can bring to the City, it is recognised that such development can place additional pressures on the infrastructure of an area, such as play areas and greenspace, local schools, public transport and the road network. It is therefore considered that new development should make adequate provision for the recreation, education, community and other infrastructure needs of new residents and employees. It is also important that new housing development contributes towards the delivery of affordable housing. Therefore, where development impacts are identified by the Council, planning obligations are used to ensure that on-site provision is made or financial contributions are paid to the Council to help to mitigate the impact on local infrastructure and make the scheme acceptable in planning terms.
- 4.3 The final decision on the form and content of the contribution is the responsibility of the Local Planning Authority, unless the planning application is appealed or called-in by the Secretary of State in which case the final decision rests with the Inspector or Secretary of State.

#### **5.0 WHAT CAN BE INCLUDED IN A PLANNING OBLIGATION?**

- 5.1 Planning obligations may relate to any matter, provided they satisfy the 3 tests in the CIL regulations (see para. 3.2). In some cases the developer signing the obligation agrees directly to provide certain facilities, for example greenspace or affordable housing. The developer may also agree to refrain from certain activities, for example not to use business premises late at night.
- 5.2 An obligation may involve payment by a developer of a sum of money to be used by the local authority to overcome a potential reason for refusal of a planning application. Common examples of this type of obligation arise when a proposed development creates additional demand for open space, transport infrastructure, additional educational facilities or local traffic calming measures. In such cases, payment of an appropriate sum of money to the local authority can enable the authority to provide new, replacement facilities or to upgrade existing facilities so that they can meet the increased demands being placed on them as the direct result of the development.

#### **6.0 WHEN IS A DEVELOPER INFORMED THAT A PLANNING OBLIGATION IS REQUIRED?**

- 6.1 Applicants for planning permission are informed as soon as possible if it is likely that there is a potential reason for refusal, which could be overcome through a planning obligation. Council policies and other publications relating to the development process are well known and easily available but developers will be made aware of those policies which may trigger the need for a planning obligation to be entered into by the case officer, for example for the provision of off-site greenspace in an area of shortage. The developer is made aware of this well before the planning application is reported to the Plans Panel, to enable the applicant to express their willingness or otherwise to enter into an agreement. Usually officers will

discuss and seek to agree 'heads of terms' to an agreement whilst the detail is still being worked up.

- 6.2 It is important that the draft Heads of Terms for a s.106 Agreement are agreed at an early stage and a standard template is available for developers to use to assist this process. On major applications, a draft Heads of Terms s. 106 Agreement must be completed in order for an application to be validated. Applicants are therefore encouraged to enter into pre-application discussions with the Local Planning Authority in order for the Heads of Terms to be identified as quickly as possible. This enables the Council to consult the local community and ward members on the emerging agreement and to receive feedback prior to an application being formally submitted. The draft Heads of Terms are also very helpful when presenting a Position Statement at Plans Panel so that the views of interested parties can be conveyed and, where necessary, give the Panel the opportunity to advise on priorities where the financial viability of a scheme is an issue. Work carried out at this pre-application stage is very effective and can help to expedite the determination of planning applications.
- 6.3 Preferably, the level of contribution and details of how and where it is to be spent should be finalised before Panel. However, owing to the complexity of some schemes this may not be possible and draft agreements will be progressed as far as possible. As a minimum, the expectation is that the heads of terms of the obligation will be agreed with the applicant.
- 6.4 The need for and calculation of financial contributions are applied consistently but may, in certain circumstances, be subject to negotiation (notably where the viability of a scheme is an issue). Where any departure from standard practice is being contemplated, this will be made explicit and be fully justified.
- 6.5 The applicant may offer a Unilateral Undertaking, (see para. 2.3 above, which will be taken into consideration when determining the application. However, the details of such a Unilateral Undertaking must meet the Council's policy requirements to be acceptable.
- 6.6 If a planning obligation is considered essential to render a proposed development acceptable in planning terms and the applicant is unwilling to provide it, then the planning application should be refused. If the applicant thinks that the requirements of the Council are excessive in terms of the legal and/or policy tests then the applicant has the option of appealing the planning application to the Secretary of State on the grounds of non-determination.
- 6.7 The Council requires developers to pay the legal costs of preparing the planning obligation. Also, if there is an issue of scheme viability and a developer prepares a financial appraisal for the Council to consider, the costs of analysing such an appraisal must be met by the applicant.

## **7.0 WHO CAN SEE THE DETAILS OF A PLANNING OBLIGATION?**

- 7.1 Circular 05/2005 provides that the process of setting planning obligations policies and negotiating planning obligations should be conducted as openly, fairly and reasonably as possible and members of the public should be given every reasonable assistance in locating and examining proposed and agreed planning obligations which are of interest to them.
- 7.2 Since 2002 there has been a requirement that details of planning obligations should be recorded in both Parts I and II of the local planning authority's planning register, including being placed on the Council's web-site:
- Part I must include details of any planning obligation entered into or proposed in respect of an application for planning permission or application for the approval of reserved matters, and of any other relevant planning obligation or agreement in respect of the land which is the subject of the application.

- Part II must include details of any planning obligation entered into in connection with a planning decision or other planning obligation or agreement taken into account when making the decision.

7.3 What this means is that there is a requirement to include details of draft planning obligations on Part I of the planning register in the lead up to a decision being taken on a planning application. Drafts will often change regularly during negotiations and Circular 05/2005 provides guidance on how LPAs should deal with the issue of publicity for draft obligations. The Circular guidance recognises that the terms and content of agreements can change frequently during negotiations and that having to update the register every time there is a change could be unduly onerous for authorities. It goes on to say that individual authorities are best placed to judge when to update the register, bearing in mind its purpose in ensuring the transparency of the process, but as a guide, local planning authorities should expect to record agreed heads of terms at the start of the process, followed by any significant changes to draft agreements.

## PART 2

### 8.0 THE PRINCIPLES GOVERNING THE MANAGEMENT OF PLANNING OBLIGATIONS

8.1 Once a s. 106 Agreement has been signed, the responsibility for monitoring it lies with the Chief Planning Officer, although a number of different service areas are involved at several stages. The Planning Agreement Manager is responsible for co-ordinating the different stages of this process and manages a database detailing information on all planning obligations. This information includes;

- monies received,
- monies due,
- monies spent,
- monies available to spend,
- restrictions on spend,
- any onsite works due/carried out.

The database is updated on a daily basis in order for accurate information to be continuously available to Members, officers, developers and the public. Comprehensive reports, providing all of the above information is sent to ward members & lead officers electronically every six months.

8.2 The process for tracking sums received, or works carried out and the allocation of monies varies according to the type of obligation (e.g. direct provision by developers on site or commuted sum benefits). In the case of Greenspace, the process for reaching agreement with Ward Members and local communities about how the money received should be spent and then securing the necessary formal approvals for schemes to progress is the responsibility of officers within Strategy & Policy but close working with colleagues in Parks & Countryside is essential. Other parts of the Council are responsible for delivering other benefits but a key element in all of this activity is the role of the Planning Agreement Manager who ensures that this range of work is properly co-ordinated. This includes;

- Education contributions,
- Affordable Housing
- New Generation Transport
- Greenspace/other improvements to the public realm
- Other Community Benefits.

8.3 However, at a more detailed level, it is equally important to have clear responsibility within the Council for draft s.106 Agreements which are the subject of negotiations with developers. In addition to providing a clear point of contact for a developer and for community interests, this client officer is able to make decisions on the content of a draft s.106 Agreement which can sometimes entail balancing competing demands between officers with different remits (e.g. greenspace, affordable housing, highways).

## 9.0 ALLOCATION OF MONIES RECEIVED FROM S106 PLANNING OBLIGATIONS

- 9.1 Although the system for managing planning obligations, is led by the Chief Planning Officer, numerous parties and departments of the Council are involved in the process, typically Planning Policy, Environment & Neighbourhoods, Children's Services, Finance and Legal Services, Parks & Countryside and other external bodies such as Metro.
- 9.2 The process for the allocation of monies varies and can depend on the type of benefit the commuted sum is in lieu of or in contribution to (e.g. Greenspace, Affordable Housing, Education, Community Benefits, Highways and Public Transport Infrastructure).
- i) In the case of **Greenspace**, Ward Members, officers or the local community may first identify potential Greenspace projects. A corporate officer working group, the Greenspace Implementation Group (GIG), has been established to bring these schemes forward in accordance with agreed priorities and to ensure that there is Ward Member and community consultation for proposed schemes. Irrespective of where a particular scheme originates, consultation with Ward Members must take place before a scheme can progress.
  - ii) Financial contributions received for **Education & Highways** are passed on directly to Education Leeds & Highways, respectively, as they are related to specific schemes or provision of facilities in the vicinity of the development.
  - iii) Where financial contributions are secured for **Affordable Housing**, they are in effect, 'banked' until sufficient funds are in place to implement schemes. However, the key aim of the policy to secure affordable housing is to ensure that provision is made on the application site.
  - iv) **New Generation Transport** contributions are ring fenced for those schemes identified within the West Yorkshire Local Transport Plan and/or for specific measures in the vicinity of the application site.
  - v) Other **Community Benefits** are developer contributions which are not specifically for a named project but must be spent in locations, which as closely as possible, meet the needs of the residents of the generating development, within the same or adjoining Community Area. An example might be a Community centre.

## 10.0 SPENDING OF MONIES RECEIVED FROM S106 PLANNING OBLIGATIONS

- 10.1 Each S106 agreement is closely monitored to ensure that the money is spent within the specified timescale (where this is stated). The systems and procedures relating to s.106 and S278 agreements was presented to Scrutiny Board on 18th December 2007 & 10<sup>th</sup> November 2009 and that the conclusions of the Board were complementary about the procedures that are in place. Additionally, an internal audit of the Council's processes for managing s.106 Agreements was subject to internal audit in April 2007. This concluded that "the procedures for negotiating s.106 agreements are clear, documented and transparent and the officers involved in the process are suitably skilled and experienced."
- 10.2 There is an active programme in place to ensure that all S106 commuted sums are spent in accordance with the legal agreements concerned. The amount of sums held by the Council changes every day, as monies are received, committed and spent.
- 10.3 Commuted Sums are only identified as 'committed' once official approval has been achieved. The sums are then only identified as 'spent' when they are actually allocated. This is to ensure the transparency of our accounts and meet the requirement of auditors. So significant sums which are described as 'uncommitted' are in fact currently going through the approval for spend process or are at the early stages of consultation.

10.4 When identifying how sums should be spent, the aim is to create viable and sustainable schemes in response to local need and priorities and in line with the intended purpose of the contributions. This approach values consultation with ward members as a means to ensure that local communities are involved in these decisions. This whole process can take a considerable length of time. Listed below are some of the key reasons why monies may remain unspent for a period of time;

- i) Some monies have specific restrictions on where/how they must be spent but there may not be sufficient funding from a single development to pay for a priority scheme. Consequently, such funds have to remain untouched until **all** the funding is in place, with additional monies drawn from a number of different sources in the same locality. The effects of the economic downturn have compounded this issue owing to developments not proceeding or coming forward at a slower rate.
- ii) Some monies are earmarked for specific schemes which are programmed but which cannot be implemented immediately.
- iii) Some funds may have only been received recently, even though the planning approval was some years ago. This is because payment of the sums is tied to 'trigger points' within the development process, e.g. commencement of works, first occupation, 50% occupation, amount of floorspace constructed etc. Again, payments may have been delayed.
- iv) Some of these monies are ring fenced for Public Transport Infrastructure, specific works at Holbeck Urban Village, specific Highways & Education works, and sums currently going through an approval process for spending on Affordable Housing. Many of these funds are therefore restricted geographically or tied to specific works or are currently undergoing the 'approval for spend' process.
- v) The process for agreeing the implementation of the monies differs depending on what the money is to be spent on. The system for spending monies for greenspace & play areas involves extensive consultation with the relevant Ward Councillors, communities and other council departments. Then, the procurement of the works via the tender process or competitive quotations, followed by a construction period which is often seasonable by its very nature, can delay implementation.

10.5 As all sums are restricted in some way by the wording in the various S106 agreements, it is clearly important for officers to ensure that spending the sums received is entirely consistent with each legal agreement. It is also important to note that funds provided under s.106 Agreements are often subject to clawback clauses if the monies are not spent within a specified time period, typically 10 years. This gives added importance to the need for officers to monitor all s.106 Agreements in order to ensure that monies received are spent in a timely manner and for the intended purpose.

## **11.0 SUMS NOT YET RECEIVED FROM SIGNED S106 LEGAL AGREEMENTS**

11.1 There are a number of reasons why sums may have not yet been received by the Council, after being pledged within S106 Agreements.

- i) A considerable amount has been recently pledged from several major developments which have not hit appropriate trigger points for payment yet due to them being mothballed due to the current economic climate or because they may not be implemented for some time.
- ii) On bigger schemes, S106 monies may be paid at different stages of development. For example, a planning application may have been approved in 2008 and the legal agreement drawn up in 2008 when the planning permission was granted. However, development on site may not commence until 2011 (especially due to the economic downturn), and monies may not be due to be paid to the Council

until the development is fully occupied which may be 2013/2014 or some other future date.

- iii) Some legal agreements may be drawn up and monies agreed but developments are never implemented so these monies would then not be payable.
- iv) Some monies may be held as a bond and therefore may not be due unless onsite works are not carried out as agreed.
- v) Some monies may only have been agreed recently and so are not due to be paid to the Council for some considerable time. The Council carries out regular monitoring checks to ensure that triggers for payment are adhered to and any problems are identified and addressed.
- vi) The developer who signed the agreement may have gone into liquidation and although the s.106 Agreement will remain as a land charge on any subsequent disposal, the funds arising from the development may not be achieved for some time.

11.2 When appropriate trigger points are reached, the Planning Agreement Manager raises an Invoice to the Developer for the agreed sums. Usually the developer pays the invoice on receipt. However, if the Invoice is not paid, Sundry Debtors proceed with their recovery protocols.

## **12.0 THE ENFORCEMENT OF PLANNING CONDITIONS USED TO SECURE PLANNING OBLIGATIONS**

12.1 Section 72 of the Town and Country Planning Act 1990 contains a general power to impose conditions on a planning permission. However, judicial decisions have clarified that to be lawful, a planning condition must be reasonable and relate to the development permitted by the planning permission.

12.2 The determination of major planning applications can be delayed by the requirement for the applicant to enter into a S106 obligation. In appropriate circumstances, particularly in the case of straightforward major applications, it is possible to use negative or Grampian Conditions (1) as a prelude to obligations being entered into, so as to enable the application to be determined, but preventing implementation of the permission until such time that alternative arrangements i.e. a S106 obligation has been put in place. Following further guidance from the Planning Inspectorate, Grampian Conditions are now rarely used.

12.3 The enforcement of planning conditions allows a local planning authority to take enforcement action if appropriate where the condition has been breached. The Enforcement Team and the Planning Agreement Manager both monitor progress with individual cases to ensure that non-compliances are identified and dealt with at the earliest stage possible.

12.5 In Leeds, the Planning Agreement Manager is responsible for tracking & monitoring planning conditions used to secure planning obligations. Onsite monitoring visits are carried out, as they are with S106 agreements. If the development has commenced and the developer has not complied with the planning condition used to secure planning obligations, the Planning Agreement Manager will communicate this non-compliance to the Enforcement Team, who then instigates enforcement action. This will begin with a letter to the developer detailing the seriousness of the non-compliance and the requirement for immediate action by the developer and ultimately could result in works being stopped onsite if the developer disputes payment.

12.6 The planning condition is also logged as a local land charge which means that a developer would not be able to sell any properties without this non-compliance showing up on a local land search performed by buyers.



### **13.0 SECTION 278 AGREEMENTS IN RELATION TO PLANNING APPROVALS<sup>1</sup>**

13.1 The assessment of a planning application sometimes results in a requirement for off site highway works to be funded by the developer. A s.278 Agreement is essentially a mechanism by which a highway authority can take payment from a third party for the execution of highway works where that party will derive special benefit from such works. If the works are to be totally funded by the developer then the normal means of achieving this is through a s.278 Agreement Highways Act 1980. However, if the developer is contributing a fixed amount towards highway works, for example a contribution to a larger scheme than necessary for the development itself, then a Section 106 agreement under the T & CPA 1990 is an appropriate method.

13.2 The methodology for the Council's standard s.278 Agreement is:-

- i) The highway works are agreed prior to the granting of planning permission and conditioned on the approval development.
- ii) Once planning permission has been granted the developer requests that a s.278 Agreement be entered into.
- iii) A Design & Cost report is presented to the Highways Board which seeks permission to negotiate and enter into a s.278 Agreement. Formal approval for injection into the capital programme, by the Director of Resources, is also obtained. The report states that the highway works have previously been through a formal consultation process when the planning application was determined.
- iv) The agreement is negotiated on the principles of the standard agreement whereby:-
  - Leeds City Council will inform the developer of the staff costs for carrying out the detail design of the scheme.
  - On receipt of a portion of the design fee the Council carries out the design, and with the developer's approval seeks tenders.
  - Full payment for all costs is required from the developer in advance of entering into a contract for the works.
  - A final account is prepared on completion of the works and financial closure of the scheme completed

13.3 The s.278 process has been subjected to an internal financial audit on two occasions in the last five years and the process, and compliance with the process has been confirmed by the audit.

### **14.0 AREAS FOR IMPROVEMENT IN THE S.106 PROCESS**

14.1 Although the process for managing s.106 Agreements is considered to be robust and up to date, the arrangements are the subject of regular review between the Chief Planning Officer, the Planning Agreement Manager and relevant team leaders. These reviews have highlighted two areas where procedures could be improved. These are:

a) Communication with Ward Members: As described in this report, Ward Members are always consulted on proposals to spend monies received through s.106 Agreements before a commitment is made. Ward Members are also informed of the overall picture of income/expenditure and the sums currently available to spend on greenspace improvements, not just in their ward but also district wide. Whilst this report is useful, it could be made into a more interesting and readable document by providing a very short covering statement, supported by photographs, highlighting schemes which have been recently implemented through s.106 funding. These 'headlines' will help ward members and lead members to appreciate the tangible results of the s.106 programme and the community benefits that have resulted. The covering report can also give some guidance on forthcoming projects.

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<sup>(1)</sup> A "Grampian Condition" is a planning condition attached to a decision notice that prevents the start of a development until off-site works have been completed on land not controlled by the applicant.

b) Ward Member and Community input in drawing up s.106 Agreements: Whilst ward members and the community are consulted on the spending of s.106 monies received, it is acknowledged that they need to be given more opportunity to comment and influence the Heads of Terms of s.106 Agreements before they are finalised (see para. 6.2 above re: pre-application discussions). This is to assist Members and the local community, from their knowledge of their area, to suggest priorities that contributions should be used for and any other non-standard community benefit which can be justified and delivered through the planning application process. Case officers handling planning applications will therefore be asked to raise this with Ward Members and communities in appropriate situations on major applications where planning obligations are normally requested. However, it should be noted that any benefit negotiated through a s.106 Agreement must be consistent with the legal test which is referred to in para. 3.2 above and that a decision on the final content of the agreement rests with the Local Planning Authority.

## **15.0 CONCLUSION**

- 15.1 The Council will continue to use the existing measures in place to monitor and track S106 & S278 Agreements. Current procedures are fit for purpose and are subject to regular monitoring and review.
- 15.2 Officers will continue to maintain a database and calculations of contributions to ensure accountability and maintain transparency.
- 15.3 Officers will continue to report unspent balances to members, appropriate officers and departments, to ensure that monies continue to be utilised at the earliest opportunity in a way which reflects choice for the developer yet meets local priorities. The regular, bi-annual reports which are circulated will be improved to provide a brief commentary on key projects which have been implemented together with a summary of emerging schemes.
- 15.4 Officers will continue to involve members and community groups in the allocation of greenspace monies to ensure that the needs of local communities are taken into account when allocating available monies. Within the context of the statutory regulations, action will be taken to give Ward Members an opportunity to influence the contents of s.106 Agreements at an earlier stage to enable local priorities for community benefits to be considered as part of the planning application process.

## **16.0 RECOMMENDATION**

- 16.1 Scrutiny Board is asked to note the arrangements that are in place to manage the s.106 and s.278 programmes and the reassurances given that the system is robust, up to date and in line with statutory regulations. The Board is also asked to note that such arrangements are subject to regular review and monitoring and that continual improvements to the systems in place are sought.

### **List of Background Papers**

Town & Country Planning Act (1990)  
Circular 05/2005  
Community Infrastructure Levy Regulations 2010  
Draft Circular on New Policy for Planning Obligations  
Planning Obligations: Practice Guidance (2006)  
Leeds Unitary Development Plan (UDP)  
Local Development Framework (LDF)  
Internal Audit Report (2007)  
Supplementary Planning Guidance  
S106 Planning Agreements: Quarterly Schedule of Funds