

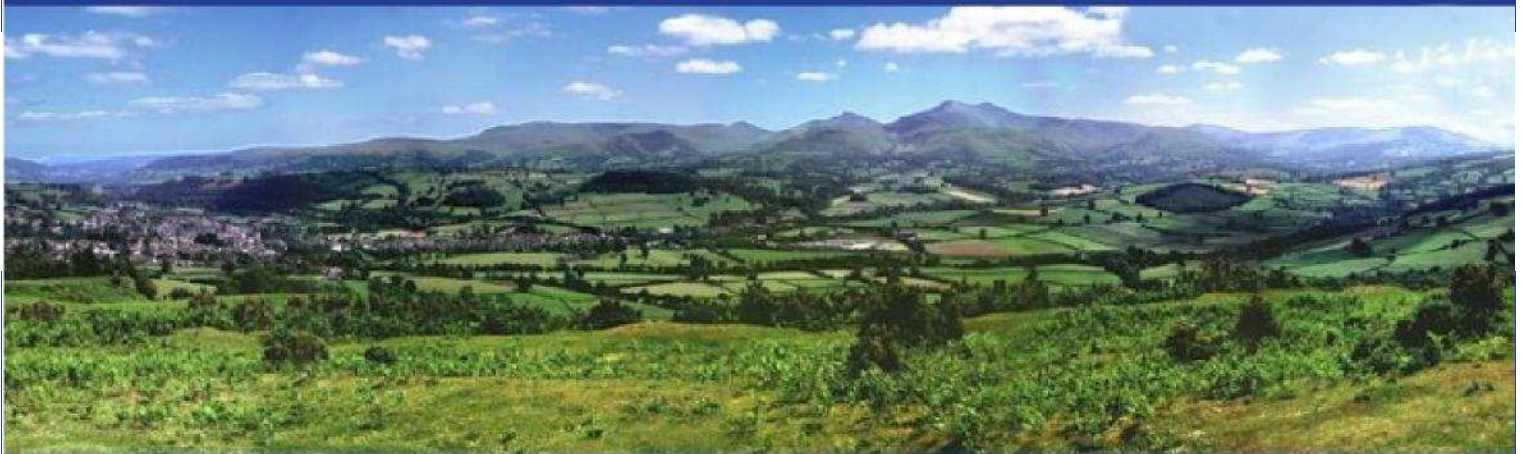
BRECON BEACONS NATIONAL PARK



Brecon Beacons National Park

Planning Obligation Strategy

To aid implementation of Policy 53 of the BBNPA LDP



July 2014

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1.0 Introduction

- I.1 The Brecon Beacons National Park Authority (BBNPA) is a special purpose Local Planning Authority (LPA) and therefore holds the responsibility of carrying out the statutory planning function for the National Park area.
- I.2 This document sets out how the BBNPA will seek to enter into negotiations with developers for the purposes of securing planning obligations.
- I.3 Planning obligations also known as Section 106 agreements under the Town and Country Planning Act 1990 (as amended), are benefits that may be in kind or take the form of financial contributions. Section 106 agreements are legally binding undertakings which seek to secure that development is acceptable, by securing contributions to offset negative consequences of development.
- I.4 This document updates and replaces the *Brecon Beacons National Park Authority Planning Obligation Strategy* Approved October 2008 following the adoption of the BBNPA Local Development Plan in December 2013.
- I.5 This document is being published for the purposes of an 8 week public consultation. Comments received on this document will be considered by the National Park Authority before final adoption of the Strategy for development management purposes.

2.0 Policy Context

- 2.1 The development plan for the area is the Brecon Beacons National Park Local Development Plan 2007-2022 (LDP) adopted on 17th December 2013.
- 2.2 Policy 53 of LDP sets out the circumstances in which Planning Obligations will be sought. The policy is set out in full below.

Policy 53 Planning Obligations

The NPA will, where necessary require developers to enter into Planning Obligations, or to contribute via the Community Infrastructure Levy to ensure that no adverse effect or unacceptable harm will come to the natural beauty, wildlife, and cultural heritage of the National Park and/or the socio-economic well-being of our communities as a result of new development.

All proposals for new development will be required to demonstrate to the satisfaction of the NPA that all potential negative impact arising as a result of the proposed development has been addressed and where necessary, propose measures to mitigate and/or compensate for the identified impact.

Where such mitigatory and/or compensatory measures are necessary they should be identified to the satisfaction of the NPA in the Planning Obligation Statement provided in support of an application.

Planning Obligations will be secured through Section 106 Agreements (and, where appropriate, Unilateral Undertakings)

- 2.3 In accordance with the 2008 Act, the Authority will only seek to enter into a planning obligation with a developer where it meets all of the following tests
- it is necessary to make the development acceptable in planning terms;
 - it is directly related to the proposed development; and
 - it is fairly and reasonably related in scale and kind to the development.

2.4 Relationship between Planning Obligations and Community Infrastructure Levy in the National Park

- 2.5 The Planning Act 2008 made provision for the Authority to seek contributions from development in the form of the Community Infrastructure Levy (CIL). The CIL is a set charge made against all relevant development, in accordance with a defined charging structure.
- 2.6 Planning Policy Wales (Welsh Government November 2012) (paragraph 3.7.3) sets out that CIL is intended to provide infrastructure to support the development of an area rather than to make individual planning applications acceptable in planning terms. Local issues therefore can still be reasonably addressed through a planning obligation.
- 2.7 The provision of the types of infrastructure the CIL is intended to fund, is not within the jurisdiction of the National Park Authority but rather this lies with our constituent Unitary

Authorities. The development issues that the National Park seeks to manage are mostly more local than strategic in nature by reason of the relative scale of development within the National Park.

- 2.8 Therefore, there is no CIL schedule within the Brecon Beacons National Park at present as it is considered that seeking contributions via Planning Obligations is the most appropriate means of offsetting the negative consequences of development.
- 2.9 As set out at para 8.3.1 of the LDP, the Authority will keep this position under review, and will consider the most appropriate method to manage development impacts in light of emerging viability evidence and changes to legislation and guidance.

3.0 Planning Obligations within the Brecon Beacons National Park

- 3.1 Development of land will impact on the environment, communities, amenities and physical infrastructure of the National Park. As such the NPA will expect all relevant development to mitigate the extent of this impact on the landscape and communities through the use of planning obligations on the granting of planning permissions.
- 3.2 The NPA believes that the setting of Planning Obligations should be determined by the specific criteria of our designation to conserve and enhance this special living landscape for the benefit of our communities and the environment. As such the areas in which contributions will be sought are enshrined in BBNPA policy and supported by:-
- The vision and key aims of the National Park Management Plan;
 - the strategic aims of the Local Development Plan;
 - the direction of the *Three Park Sustainable Design Guide*;
 - and the detailed policies of the Local Development Plan and associated Supplementary Planning Guidance (SPG).
- 3.3 The NPA is the Local Planning Authority for the National Park area, controlling the nature and scale of development within its boundaries. As such the National Park has the authority to negotiate and enter in to section 106 agreements with developers. However the NPA does not have administrative jurisdiction over the provision of community services such as education, public parks & gardens and transport. The provision and maintenance of community infrastructure comes under the control of the nine unitary authorities that lie within the National Park's boundaries. As such, whereas the National Park Authority can define and stipulate the need for developers to contribute towards the community through planning obligations the contribution levels are determined from the proven evidence of need set out by the relevant constituent authorities service areas.
- 3.4 To address the position this planning obligation strategy takes a dual approach to the seeking of planning obligations

Category 1 Contributions: Contributions specific to the National Park as set out in LDP policy. These contribution are determined by the specific criteria of our designation

Category 2 Contributions: Contributions for community benefit that rely on partnership working with the appropriate Unitary Authority.

3.5 Category 1 BBNPA Specific Contributions

Planning obligations specific to National Park will be sought, where necessary, as follows.

a) Affordable Housing

To ensure that developers meet the provision for affordable housing and that the affordable element is retained in perpetuity as set out in LDP Policy 28 and 29 and supplemented by the Affordable Housing SPG (consultation draft October 2010)

b) Biodiversity

To secure measures to protect, enhance or reduce harm to protected sites or species of acknowledged nature conservation importance as set out in the NP's First Purpose, LDP Policies 3-9

c) Sustainability

To secure the provision of onsite renewable energy sources (or community facilities) and sustainable design as outlined in the LDP Objectives and LDP Policy SPI I

3.6 Category 2 Contributions

- 3.7 Planning obligations sought from Category 2 contributions will be in addition to that specified for in category 1 and will be sought on developments resulting in the net gain of **3 or more residential units or for 500m² or more of commercial floorspace** (from here on in referred to as relevant applications)
- 3.8 The NPA will negotiate planning obligations working in partnership with the relevant Unitary Authority (UA).
- 3.9 The UAs have formulated their approach to planning obligation contributions in line with their relevant Community Strategies and other related policy documents. These strategies are in turn based on an 'audit of need' exercise which help establish the evidence base upon which contribution levels are set. As such the NPA has decided to adopt this position to best serve the needs of our constituent communities.
- 3.10 Instances where category 2 contributions may be sought include:
- The provision and maintenance of open space and recreational areas including playgrounds with fixed play equipment in developments and/or the enhancement of 'public realm' areas including waterside sites.
 - Provision or enhancement of existing Educational facilities.
 - Provision of sustainable transport links such as improved accessibility to public transport, park and ride services and cycle and footpaths.
 - Provision of community facilities¹ (such as improvements to library facilities, existing community halls, bus shelters)
 - Provision or improvement of road infrastructure to serve a development
 - Provision, maintenance and management of existing recycling or community composting facilities
 - Improvements to access for disabled people
 - Measures to offset negative impact on the integrity of cultural or archaeological heritage (including enhancements such as improved access to and interpretation of features of interest)
 - Provision of measures to improve community safety including CCTV
 - Provision or enhancement of existing healthcare facilities
 - Public art provision
 - Provision of local training initiatives
 - Flood risk management measures

¹ *community facilities provide for the health and wellbeing, social, educational, spiritual, recreational, leisure and cultural needs of the community.*

3.11 Any other appropriate planning gain as judged according to a proven evidence of need on a site by site basis.

3.12 Planning Obligation(s) and the Application Process

3.13 Prior to the submission of relevant applications within the National Park, developers/applicants are encouraged to engage in the pre-application process. Pre-application discussions provide an opportunity to discuss a draft scheme, and in relation to planning obligations:

- Whether category 2 contributions are necessary to allow the scheme
- The scale of contributions necessary to make the development acceptable
- The resolution of viability disputes

3.14 The pre application process is set out in Appendix 12 of this document. The approach detailed is a two stage process as follows.

STEP A – Determining category 2 contributions

STEP B – Determine appropriateness of contributions.

3.15 Planning Obligations statement

3.16 Relevant applications must provide a planning obligation statement in support of their application. The planning obligation statement should set out the contributions that are considered necessary and how they are to be provided.

3.17 In completing the Planning Obligations statement pre-application discussions should be held with the LPA and with the constituent Unitary Authorities to identify the types and scale of contributions required. Evidence of this must then be submitted within the Planning Obligation statement.

3.18 The Planning Obligations statement must also include a draft heads of terms for any proposed section 106 Agreement.

3.19 Please see appendix 10 for a checklist of information to be included within a Planning Obligations statement.

3.20 Disputes procedure

3.21 If it can be reasonably demonstrated in writing by the applicant, to the satisfaction of the NPA, that there are significant factors which means that the scheme is unviable with all required contributions, the NPA will seek to verify this using the 3 Dragons Development Appraisal Toolkit (DAT) or equivalent process in operation with the NPA at the time, with a final recourse to the District Valuer or other recognised external independent body for professional and independent verification.

3.22 Disputes of viability referred to the District Valuer or equivalent, will be fully charged at cost to the Developer. The NPA will submit the information to the DV who will then provide a fee proposal for undertaking the assessment which will be forwarded onto the developer/applicant. No assessment will be undertaken or released prior to payment being made.

- 3.23 Details of the information that the NPA will require in order to undertake first stage viability assessment are set out at appendix II of this SPG.
- 3.24 Where the scheme is demonstrated to be unviable with the required contributions, it may be that the proposal may have to be refused.

APPENDICIES

Appendix I Model SI06 Unilateral Undertaking

DATED

20[]

GIVEN BY:

(1) [OWNER DETAILS]

AND

(2) [LENDER DETAILS]

TO

(3) BRECON BEACONS NATIONAL PARK AUTHORITY

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 relating to

[]



Geldards
law firm

THIS UNILATERAL UNDERTAKING is given this day of 20[]

BY:

(1) **[INSERT OWNER DETAILS]** of [] (“Owner”)

(2) **[INSERT LENDER DETAILS]** of [] (“Lender”)

TO:

(3) **BRECON BEACONS NATIONAL PARK AUTHORITY** of Plas y Ffynnon, Cambrian Way, Brecon, Powys LD3 7HP (“Authority”)

BACKGROUND

A The Authority is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and the person who is entitled to enforce the obligations contained in this Undertaking.

B The Owner is the [freehold owner/leaseholder] of the Site [subject to the Security but otherwise] free from encumbrances which would prevent the Owner entering into this Undertaking.

C [The Lender is the holder of the Security in relation to [part of] the Site and has agreed to enter into this Undertaking to give its consent to the terms of this Undertaking.]

D The Owner has made the Planning Application and is proposing to carry out the Development in accordance with the Planning Permission.

E The Owner [and the Lender] give[s] this Undertaking in order to comply with the provisions in the Local Development Plan and the SPG relating to the provision of a financial contribution to be applied towards the provision of Affordable Housing.

1. AGREED TERMS

1.1 For the purposes of this Undertaking the following expressions shall have the following meanings:

“1990 Act”	the Town and Country Planning Act 1990 (as amended);
“Affordable Housing”	housing where there are mechanisms in place to ensure that it is affordable to those who cannot afford to rent or buy housing generally available on the open market;
“Affordable Housing Contribution”	the sum of [] (£[]) being a contribution calculated in accordance with the SPG towards the provision of Affordable Housing in accordance with the Local Development Plan and the SPG;

“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out;
“Development”	the development of the Site as set out in the Planning Application;
“Dwelling”	any dwelling (including a house, flat or maisonette) constructed on the Site pursuant to the Planning Permission;
“Implementation Notice”	a written notice to be substantially in the form attached at Appendix 1 to be served on the Authority in accordance with clause 3.1;
“Index”	the All Items Index of Retail Prices issued by the Office for National Statistics;
“Interest Rate”	[]% per annum above [];
“Occupation” “Occupy” and “Occupied”	occupation for the purposes permitted by the Planning Permission but not including occupation for personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
“Local Development Plan”	the Brecon Beacons National Park Local Development Plan adopted by the Authority on 17 December 2013;
“Plan”	the plan attached to this Undertaking;
“Planning Application”	an application for [outline]/[full] planning permission validated by the Authority on [] and allocated reference number [];
“Planning Permission”	the planning permission to be granted by the Authority pursuant to the Planning Application;
“Security”	a [legal charge] [mortgage] of the Site [and other property] dated [] made between (1) the Owner and (2) the Lender;
“Site”	the freehold land at [] registered at HM Land Registry under Title Number [] shown for identification edged red on the Plan and against which this Undertaking may be enforced;

“SPG”	the Authority’s Supplementary Planning Guidance on Policy 28: <i>Affordable Housing Contributions</i> adopted on [];
“Working Day”	a day (other than a Saturday, Sunday or public holiday in Wales) when banks in Cardiff are open for business.

1.2 In this Undertaking:

- (a) clause headings shall not affect the interpretation of this Undertaking;
- (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (c) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular;
- (e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (f) a reference to any party shall include that party’s personal representatives, successors or permitted assigns and in the case of the Authority the successors to its respective statutory functions;
- (g) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include any subordinate legislation made from time to time;
- (h) a reference to writing or written does not include faxes or e-mail;
- (i) a reference to "this Undertaking" or to any other agreement or document referred to in this Undertaking is a reference to this Undertaking or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this Undertaking) from time to time;
- (j) references to clauses and plans are to the clauses and plans of this Undertaking;
- (k) an obligation in this Undertaking on a person not to do something includes an obligation not to agree or allow that thing to be done;
- (l) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

- (m) where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 The obligations contained in clause 3 of this Undertaking are planning obligations for the purposes of Section 106 of the 1990 Act and are entered by the Owner and the Lender with the intention that they bind the interests held in the Site and their respective successors and assigns.
- 2.2 This Undertaking shall come into effect on the date on which the Planning Permission is granted.
- 2.3 The obligations contained in clause 3 of this Undertaking are enforceable by the Authority in accordance with Section 106 of the 1990 Act.
- 2.4 It is acknowledged that the obligations contained in this Undertaking are:
 - (a) necessary to make the Development acceptable in planning terms;
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development.

3. OBLIGATIONS

The Owner undertakes to the Authority:

- 3.1 to serve on the Authority the Implementation Notice no later than [five] Working Days prior to Commencement of Development;
- 3.2 to give the Authority written notice of the date on which the first Dwelling is to be Occupied no later than [ten] Working Days before such date;
- 3.3 to pay the Affordable Housing Contribution to the Authority [prior to Occupation of the first Dwelling].

4. LENDER'S CONSENT

The Lender acknowledges and declares that this Undertaking has been entered into by the Owner with its consent and that the Security shall take effect subject to this Undertaking PROVIDED THAT the Lender shall otherwise have no liability under this Undertaking unless it takes possession of the Site in which case it too will be bound by this Undertaking as if it were a person deriving title from the Owner.

5. EXTENT OF LIABILITY

No person shall be liable for any breach of an obligation or restriction contained in this Undertaking after parting with all of its interest in the Site, except in respect of any breach subsisting prior to parting with such interest.

6. DETERMINATION

This Undertaking shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge

7. LOCAL LAND CHARGE

It is intended that this Undertaking shall be a local land charge and registered as such by the Authority.

8. INTEREST ON LATE PAYMENT

If the Affordable Housing Contribution has not been paid to the Authority prior to Occupation of the first Dwelling in accordance with clause 3.3 then the Owner undertakes to pay interest on the Affordable Housing Contribution for the period from the due date to and including the date of payment at the Interest Rate.

9. INDEXATION

The Affordable Housing Contribution shall be increased by an amount equivalent to the increase in the Index from the date of this Undertaking until the date on which such sum is payable.

10. OWNERSHIP

10.1 The Owner warrants that no person other than the Owner [and the Lender] has any legal or equitable interest in the Site and upon demand shall provide full details of the legal title to the Authority.

10.2 Until the obligations in clause 3 of this Undertaking have been complied with the Owner will give to the Authority within 20 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site:

- (a) the name and address of the person to whom the disposition was made: and
- (b) the nature and extent of the interest disposed of.

11. NOTICES

11.1 Any notice or other communication required to be given under this Undertaking shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

- (a) Authority: Director of Planning, Plas y Ffynnon, Cambrian Way, Brecon, Powys LD3 7HP;
- (b) Owner: [];
- (c) Lender: []

or as otherwise specified by the relevant person by notice in writing to each other person.

- 11.2 Any notice or other communication shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by pre-paid first class post using recorded delivery, at 9.00am on the second Working Day after posting; or
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12. THIRD PARTY RIGHTS

No person other than the Authority and the successors to its statutory functions shall have any rights to enforce any term of this Undertaking under the Contracts (Rights of Third Parties) Act 1999.

13. SEVERANCE

- 13.1 If any court or competent authority finds that any provision of this Undertaking (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Undertaking shall not be affected.
- 13.2 If any invalid, unenforceable or illegal provision of this Undertaking would be valid, enforceable and legal if some part of it were deleted, the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

14. GOVERNING LAW

This Undertaking and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales applying in Wales.

This Undertaking has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

APPENDIX 1
IMPLEMENTATION NOTICE

TO: Director of Planning, Brecon Beacons National Park Authority at Plas y Ffynnon,
Cambrian Way, Brecon, Powys, LD3 7HP

FROM:

DEVELOPMENT:

RELEVANT PLANNING PERMISSION: [LPA ref]

RELEVANT SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING: [date] between
[parties] ("Section 106 Deed")

We [] hereby put the Authority on notice that we intend to commence development
on [] 20[]. This notice is the Implementation Notice served pursuant to clause [] of the []
Schedule of the Section 106 Deed.

DATED this day of 20[]

.....
Signed by the Applicant
or an authorised signatory
of the Applicant

SIGNED as a DEED by

[INDIVIDUAL OWNER]

.....
Signature

in the presence of:

Name:

Occupation:

Address:

SIGNED as a DEED by

[COMPANY OWNER DETAILS]

Acting by:

.....
Director

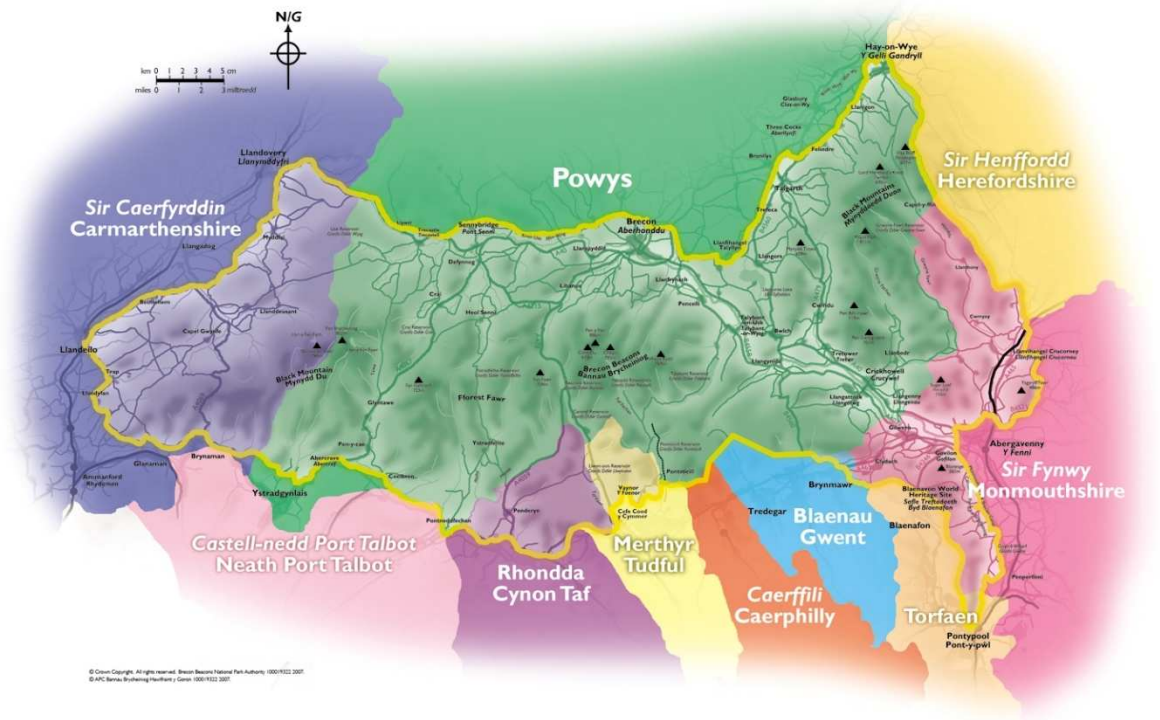
.....
Director/Secretary

SIGNED as a DEED by
[LENDER DETAILS]

.....
Director

.....
Director/Secretary

Appendix 2 Map of Unitary Authorities within the Brecon Beacons National Park



Appendix 3 Powys Service Area Contact Details

<p>Owen James</p> <p>Education owen.james@powys.gov.uk 01597 826709</p>	<p>Powys County Council Spa Road East Llandrindod Wells Powys LD1 5LG</p>
<p>Transportation 0845 607 6060 tlshelpdesk@powys.gov.uk</p>	<p>Neuadd Brycheiniog, Cambrian Way, Brecon, Powys LD3 7HR</p>
<p>Stephen Butcher Outdoor Recreation 01874 612288 stephanb@powys.gov.uk</p>	<p>Outdoor Recreation Officer</p>
<p>Lucy Bevan Arts Development Officer 01597 827564</p>	<p>Powys County Council St Johns Offices Fiveways Llandrindod Wells Powys LD1 5ES</p>

Appendix 4 Monmouthshire County Council Service Area Contact Details

<p>Jacqui Morris – Access Manager Education JacquiMorris@monmouthshire.gov.uk 01633 644504</p>	<p>Lifelong Learning and Leisure Monmouthshire County Council County Hall Rhadyr Usk Monmouthshire NP15 1GA</p>
<p>Mark J Davies – Traffic Development Manager Highways MarkJDavies@monmouthshire.gov.uk 01633 644754</p>	<p>Regeneration, Environment & Resources Monmouthshire County Council County Hall Rhadyr Usk Monmouthshire NP15 1GA</p>
<p>Mike Moran - Leisure and Recreation Manager Leisure and Recreation Manager MikeMoran@monmouthshire.gov.uk 01633 644611</p>	<p>Lifelong Learning and Leisure Monmouthshire County Council County Hall Rhadyr Usk Monmouthshire NP15 1GA</p>
<p>Tim O'Donovan Landscape Consultant TimO'Donovan@monmouthshire.gov.uk 01633 644435</p>	<p>Monmouthshire County Council County Hall Rhadyr Usk Monmouthshire NP15 1GA</p>
<p>John Hill – Waste and Cleansing Manager Waste Management JohnHill@monmouthshire.gov.uk 01633 644126</p>	<p>Monmouthshire County Council County Hall Rhadyr Usk Monmouthshire NP15 1GA</p>

Appendix 5 Carmarthenshire Service Area Contact Details

<p>Head of Planning</p> <p>planning@carmarthenshire.gov.uk</p>	<p>Carmarthenshire County Council County Hall Carmarthen Carmarthenshire SA31 1JP</p>
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Appendix 6 Merthyr Tydfil Service Area Contact Details

<p>The Planning Policy & Implementation Section</p> <p>devplanning@merthyr.gov.uk</p> <p>01685 726277</p>	<p>Merthyr Tydfil CBC Ty Keir Hardie Riverside Court Merthyr Tydfil CF47 8AN</p>
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Appendix 7 Blaenau Gwent Service Area Contact Details

Lynda Healy Development Plans Manager	Regeneration Division Business Resource Centre Tafarnaubach Industrial Estate Tredegar NP22 3AA
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Appendix 8 – Rhondda Cynnon Taff Service Area Contact Details

<p>Sheila Davies Director of Development and Regeneration</p>	<p>Rhondda Cynnon Taff CB Council Valleys Innovation Centre Navigation Park Abercynon Rhondda Cynnon Taff CF45 4SN</p>
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Appendix 9 Torfaen Service Area Contact Details

<p>Richard Lewis Head of Development Control</p>	<p>Ty Blaen Torfaen Panteg Way New Inn Pontypool Torfaen</p> <p>Richard.lewis@torfaen.gov.uk</p>
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Appendix 10 Planning Obligation Statement Contents Checklist

All applications for development of 3 or more residential units or 500sq m commercial floor space will be required to submit a Planning Obligations statement detailing their intent to contribute towards community infrastructure through the provision of category 2 Planning Obligations.

Please ensure that your statement covers the following and includes **all** required information.

Required	✓
Statement to detail that you have read and understood the requirements of this strategy as related to the type and scale of the proposed development.	
<p>Include any supporting documentation showing all contact had with relevant Unitary Authority including details of all required obligations as set out by each service area. (Please include contact details of all officers involved in these negotiations)</p> <p>OR</p> <p>If you have been unable to determine a planning obligation package from the relevant unitary authority you must detail all attempts to do so, including copies of any correspondence with Service Areas, etc.</p>	
Clearly list all the relevant service areas requiring obligations and contribution amounts. If levels are less than required by the Unitary Authority detailed justification must be given as to why this is the case	
Draft heads of terms for any proposed S106 agreement necessary to the application.	
OR	
If you are unwilling or unable to meet the requirements of the Planning Obligation Strategy as part of the application then the statement should detail the reasons why the obligations cannot be met and documentary evidence of the detailed discussions which have taken place with the respective Unitary Authority which have informed this position.	

Appendix II Information to be provided by applicant in support of disputes resolution

The following sets out the information that an applicant would need to supply to the Authority in order for the DAT assessment to be carried out. In all instances information should provide details of costs both with and without the policy required level of contributions.

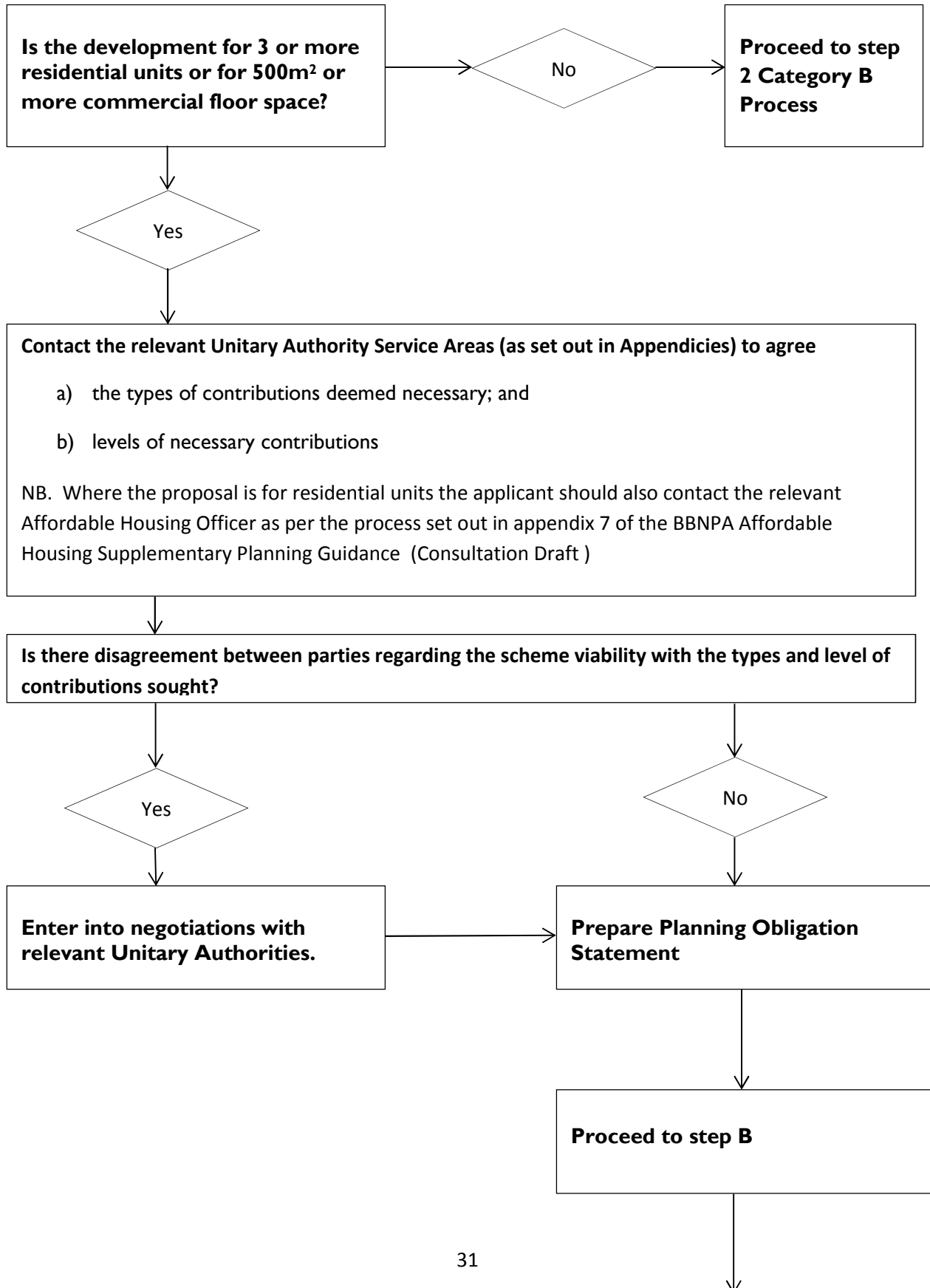
All information will be received in confidence and would not be subject to inclusion on a public file.

1. Anticipated Market Value of completed scheme. This is best presented in the form of a written valuation provided by one or more independent estate agents.
2. Total Build Costs to be provided by an independent quantity surveyor:- broken down to detail the following as a percentage of total costs
 - (A) Professional fees
 - (B) Internal overheads
 - (C) Finance (Market)
 - (D) Finance (Affordable Housing)
 - (E) Marketing Fees
 - (F) Developers Return
 - (G) Contractors Return
3. Exceptional Development Costs, broken down into type of cost and amount.
4. Details of all requested S106 contributions such as education/highways contributions
5. Capital Grant contribution
6. Existing use value of land
7. Price paid for development site if different to number 6 above.

Appendix 12 Process flow charts

STEP A – DETERMINE NEED FOR CATEGORY 2 CONTRIBUTION

Follow the process to determine whether category 2 contributions may be required



STEP B – DETERMINE APPROPRIATENESS OF CONTRIBUTIONS

Follow the process to determine the appropriateness of the contributions being provided in keeping with policy 53 of the LDP.

Category 1 contributions (unless integrated within scheme)

- Biodiversity mitigation measures/ enhancement where necessary
- Code for Sustainable Homes/BREEAM minimum standards – this is controlled by condition?,
- For Residential development involving net gain, Affordable housing contributions (see Aff. Housing SPG)

Where the proposal is subject to category 2 contributions a planning obligation statement must be prepared as per the requirements set out in section 3.15 of this document (see Step A Process)

Enter into pre-application discussions with the National Park Authority (See charging for Pre-application planning advice Guidance Note)

This process would assess the appropriateness of the contributions being provided as part of the scheme and speed up the eventual determination at application stage. Viability disputes procedure can be entered into at this stage, subject to the applicant being able to supply all necessary detail.

Submit planning application

supported where necessary by planning obligation statement. Include Model S106 agreement with draft heads of terms in place

Is there disagreement between parties regarding the scheme viability with contributions sought?

No

Yes

B4a - Enter into disputes procedure as set out at section 3.20 of this document

Disputes Resolved?

Yes

No

Consideration of application by NPA

Application permitted submitted subject to S106 agreement

Application refused

