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INTRODUCTION

We decided to carry out a review of Section 106 planning agreements because Members of the Council were aware that the Section 106 “pot” had grown to many millions of pounds and we were concerned that this was a sign of lack of management controls in place. In addition, there also seemed to be confusion by Members about the process for negotiating Section 106 Agreements, who undertook it, and whether the process was being utilised to its greatest effect.

The review had three main objectives:

- To evaluate how effectively the resources secured through Section 106 Agreements are managed and utilised.
- To evaluate the impact of changes to Government policy on Section 106 Agreements.
- To make recommendations to the Cabinet to improve effectiveness of the Section 106 Agreement process in the future.

We have gathered information for this review from a number of sources, including:

Meetings with planning officers, finance officers in Environment & Regeneration, officers from Children & Young People, Highways, Housing Strategy, Legal Services and Sport & Recreation.

Throughout this report we have used the term “Section 106 Agreements” to describe the document that contains the Planning Obligations which the Local Planning Authority considers should be imposed on an owner/developer before permission can be granted. An owner can also sign up to a unilateral undertaking to effectively volunteer to have Planning Obligations imposed on their land. However, in this report, the term S106 Agreement will be used to cover both undertakings and agreements.

Section 2 of this report summarises the information that we have gathered as part of our review. We would like to thank all those people who have taken the time to meet with us. We have made a number of recommendations in Section 3 of the report which we believe will improve the way the Council negotiates Section 106 Agreements across the borough. These recommendations will be presented to the Council’s Cabinet and for those recommendations that are accepted, we will monitor the progress to implement them.

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BACKGROUND INFORMATION

What are Section 106 Agreements?

The principle objective of the planning system is to deliver sustainable development, through which Government social, environmental and economic objectives can be achieved. This is done through:

- a) the Council's Local Development Plan, which gives an overall vision of development requirements for the Telford and Wrekin area over the next 20 years;
- b) a transparent decision making process for individual planning applications.

A planning application, which would otherwise be unacceptable, may become acceptable, through the use of conditions or Section 106 Planning Agreements.

Planning Circular 100/95 sets out how each of these mechanisms may be used. It makes it clear that, where possible, the use of conditions is preferable to the use of Section 106 Agreements as the developer loses the right to appeal if a Section 106 Agreement is used. Generally, conditions are used to govern the implementation of the permission within the development and obligations on the site or adjacent land owned by the applicant, outside these areas Section 106 Agreements would be used.

Section 106 Agreements are generally negotiated between the Local Planning Authority and persons with an interest in a piece of land. They might be used to:

- prescribe the nature of a development e.g. the mechanism for ensuring that an appropriate proportion of affordable housing is maintained on site for as long as possible. There may be some circumstances where the inclusion of affordable housing is not possible on site so alternatively the obligation could require that a financial contribution be made.
- compensate for loss of damage created by a development e.g. obligations could be used to offset the loss of or damage to a feature or resource (like the loss of open space) that is present on the development site or nearby through substitution, replacement or regeneration.
- mitigate a developer's impact e.g. where a proposed development is not acceptable in planning terms because of inadequate access or public transport provision, obligations could for example, be used to secure contributions towards a pedestrian crossing facility, a new access road or a bus service.

One fundamental principle that applies to the use of Section 106 Agreements is that planning permission may not be bought or sold; it would therefore not be acceptable for a developer to offer an inducement that does not relate to the development. Likewise Section 106 Agreements cannot be used to secure

a share in the profits of a development for the community. Section 106 Agreements are not required for all developments and government guidance requires that Section 106 Agreements should only be sought where the following five tests can be satisfied:

A Section 106 Agreement must be:

- relevant to planning;
- necessary to make the proposed development acceptable in planning terms;
- directly related to the proposed development - either there should be a functional or geographical link between the development and the item being provided as part of the developer's contribution;
- fairly and reasonably related in scale and kind to the proposed development – developers may reasonably be expected to contribute to the cost of all or part of additional infrastructure provision which would not be necessary but for the development. Section 106 Agreements should not be used to resolve existing deficiencies. The agreement should be directly related in scale to the impact which the proposed development will make;
- and reasonable in all other aspects.

Contributions under a planning obligation can be either in kind or a financial contribution:

- financial – payments can be made in a lump sum or an endowment or if beneficial to all parties and not unduly complicated as phased payments over a period of time;
- in-kind – where the developer builds or provides directly the matters necessary to fulfil the agreement;
- maintenance payments – where agreements are for the provision of facilities which are for the benefit of the users of a development the developer could be required to pay for subsequent maintenance. This could be required for perpetuity;
- pooled contributions – where the combined impact of a number of developments creates a need for infrastructure it may be reasonable for the associated developers' contributions under a Section 106 Agreement to be pooled. In the event that contributions are made towards specific infrastructure provision but the infrastructure is not provided by the Council within the agreed timeframe, arrangements should be made for contributions to be returned to developers.

Determining what is included in a S106

Identification and prioritisation of requirements

The starting point will be policies contained in the Council's Wrekin Local Plan and the new Local Development Framework that the Council takes a lead on producing, but in consultation with stakeholders and the community. The Wrekin Local Plan was adopted in 2000 but to a large extent has been

superseded by the new Government requirement for a Local Development Framework which is a folder of planning documents which outlines the special strategy for the local area. As part of the transition to the new Local Development Framework (LDF) planning system, not all Wrekin Local Plan policies remain part of the Development Plan. After 27th September 2007, only those Wrekin Local Plan policies that have been approved by the Secretary of State as "saved policies" can remain part of the Development Plan. In the current Wrekin Local Plan the following parts pertaining to Section 106 Agreements remain as "saved policies":

D5	<p>Public Art – The Council will seek to negotiate the provision of works of public art as part of major development schemes, defined as:</p> <ul style="list-style-type: none"> a) development sites of more than one hectare b) all non-residential developments of more than 1000 s.q.m.
H22	<p>Community Facilities – contributions will be sought from major new residential development towards the provision of the following in appropriate circumstances:</p> <ul style="list-style-type: none"> a) primary education facilities; b) community facilities; c) local health care facilities.
H23	<p>Affordable Housing – on new housing land allocations in Telford of 0.5ha or above or 15 dwellings or above, throughout the plan period, the Council will pursue, through negotiation, an overall target of 38% of dwellings for affordable housing, both social housing and low cost market housing, via registered social landlords or through the use of planning conditions or obligations.</p>
T22	<p>Section 106 Agreements – In all new developments, necessary improvements to meet the transport needs of the development in accordance with all policies of this Plan, will be provided and funded by the development. Such improvements will include in appropriate cases:</p> <ul style="list-style-type: none"> a) improvements to existing highways and provision of new roads, b) provision for public transport improvements c) traffic calming measures d) infrastructure to meet the needs of the pedestrians, cyclists and horse riders. e) access for people with disabilities
OL12	<p>Open Land and Landscape - Contributions From New Development</p> <p>In considering development proposals, the Council will seek the following in relation to landscaping and the provision of open land:</p> <ul style="list-style-type: none"> a) an appropriate landscape setting in accordance with the location, nature and scale of the development; b) protection and appropriate enhancement works to areas of green network which are clearly related to the

	<p>development site in physical or visual terms;</p> <p>c) footpath, bridleway and cycleway links, to replace those lost as a result of the development, or considered necessary as a result of the development;</p> <p>d) on development sites within the defined community forest area of search, tree planting and other reasonable and appropriate measures towards the establishment of the community forest, where they are clearly and directly related to the proposed development;</p> <p>e) protection and appropriate enhancement of important ecological or archaeological sites and wildlife habitats that may be adversely affected by the development;</p> <p>f) protection of all legally protected species affected by the development;</p> <p>g) where a recreation or sports facility or other feature is lost through development a suitable replacement facility or feature of equal or enhanced quality and accessibility is provided.</p>
OL13	<p>Maintenance of Open Space –</p> <p>The Council will seek a legal agreement to ensure that provision is made for the long term maintenance of open space or landscaping that is provided principally for the benefit of the new development.</p>
LR6	<p>Developers Contributions to Outdoor Recreational Open Space Within New Residential Developments - In accordance with policy LR4 when granting planning permission for new residential development, The Council will require the provision of outdoor recreational open space within new housing development to meet the standards set out by the National Playing Fields Association of 2.34 hectares per 1,000 people.</p> <p>On larger sites as part of this requirement, the following equipped play provision will be sought:</p> <p>a) on sites providing more than 75 and less than 200 new child bed spaces (or where two or more adjacent sites are combining to provide this level of new bed spaces) a “local” equipped area for play;</p> <p>b) On sites of 200 new child bed spaces or more (or where two or more adjacent sites are combining to provide this level of new bed spaces) a “neighbourhood” equipped area for play.</p> <p>The Council will seek legal agreement to ensure the provision of outdoor recreational open space or equipped areas for play in accordance with the above.</p>
LR7	<p>Recreational Open Space on Employment Developments – On new employment development, the Council, through legal agreement with a developer, may require the provision of 1.5 hectares of open space or a contribution of equivalent value per 1,000 employees.</p>

Involvement of Members

Ideally the developer will contact Planning before they submit a planning application, so Members should be involved at this stage. However, not every developer does this. There can also be a misconception by Members that they can influence what could be included in a planning obligation agreement, when in fact this is determined by officers or Plans Board with reference to the Local Development Plan policies and the five tests set out above. Members can make representations at the formulation of policy stage and, if they are the relevant Ward Member for an application, can require that the application is determined at Plans Board where they have the right to speak at the Board meeting.

All Members get decision notices (when Section 106 Agreements are signed) and the fact that a Section 106 Agreement applies in this application is included in the notice. However, it does not include a detailed breakdown of the agreement itself. At the moment this information would need to be requested on an individual basis.

Involvement of other Council departments

There are a number of Council services that planning consult with on a regular basis and are involved in negotiations with developers on Section 106 Agreements, these are: Children & Young People, Highways, Sport and Recreation, Housing Strategy and Development together with technical legal support from officers in Legal Services. There is a strong relationship between these services and planning; planning officers fully involve the service areas once they are aware of a potential development site. In many cases these services undertake the Section 106 Agreement negotiation with the developer directly, facilitated by planning officers. It is the task of these officers to identify what is required to make the development acceptable under planning guidance, but it is the responsibility of the planning officer and Plans Board to finally determine, bearing in mind relevant planning considerations, what Section 106 Agreement should be imposed on any development.

Sport facilities and play equipment

Officers would look to negotiate for provision under LR6 and LR7 in the above table from the Wrekin Local Plan. In the past it has been difficult to sufficiently evidence the need for the commuted sum, however the development of new Council strategies: Sports Facilities Strategy now provides good evidence of the needs of the local community in enough detail to make requests on the developer harder to disagree with.

There have been particular challenges with negotiating successful play equipment provision over the last few years, as the standards have radically changed since some Section 106 Agreements were entered into with the developer. So much so, that agreed provision in a Section 106 Agreement

have had to be redesigned to reflect the raising of play equipment standards, which has required compromise from the both the Council and developer. Now, play equipment provision is inspected by ROSPA before adoption by the Council to ensure that it meets the stringent requirements on design and maintenance.

Time limits on when financial contributions under Section 106 Agreements have to be spent by the Council in relation to play and sport facilities are kept deliberately general because it is difficult to predict when a build will hit its trigger point in the Section 106 Agreement. There is also a need sometimes to negotiate several obligations within the Section 106 Agreement where the site is large and there is a need to provide one or two large facilities or play schemes. On smaller developments officers would look to maximise a Section 106 Agreement by refurbishing existing play equipment or sport facilities or alternatively bid for other streams of funding to supplement the contribution from the Section 106 Agreement to provide something larger for the whole development.

Very often the sum negotiated as a Section 106 Agreement will not only cover the cost of building a new play scheme but will also include a part that is income generating to cover the cost of maintenance. This is particularly important for play equipment as it is subject to regular ROSPA inspections and risk assessments, so the maintenance sum will ensure that the equipment is sustainable in the long term.

Officers in Sport & Recreation will keep a record of Section 106 Agreements relating to their area via a database held in their service area.

Children & Young People – school places

Officers would look to negotiate for provision under H22 in the above table from the Wrekin Local Plan. Officers in Children & Young people did initiate a review by external consultants to see whether they were negotiating effectively for Section 106 Agreements contributions to school places, based on the number of children generated by new developments. The conclusion of the review was that the Council was in some cases receiving lower than average contributions. The reasons for this were; although the original policy pre-2001 used a guideline figure it wasn't broken down into more detailed information and therefore was more easily challenged by developers. The other reasons were that the Council has never negotiated for school places contribution to developments consisting of less than 10 dwellings. Recent recommendations made as part of the Local Development Framework process suggest that when the new process is adopted, developments of any size are included in a S106 Agreement. The Council does not include in its policy at the moment a requirement for contributions to early years and secondary education, which could treble the contributions.

Some local authorities across the country have adopted a formula for estimating the capacity needed and the contribution required to meet it;

Peterborough is a local authority which has adopted a formula based upon the number of dwellings and beds per dwelling, and this is the formula the Council currently uses (since 2001). However convenient this may appear, it should be noted that if this formula had been used for contributions linked to the Lightmoor development, the Council would only have secured 1/3 of what officers in Children & Young people actually negotiated under a Section 106 Agreement.

Monitoring of Section 106 Agreement contributions for school places is done via a database linked to the Children & Young People's Capital Programme.

Highways

Officers would look to negotiate for provision under T22 in the above table from the Wrekin Local Plan. As in other areas, highways officers also have to show evidence of need to successfully negotiate with developers, although this is via the broad policy statement contained in the 05/05 planning circular and Wrekin Local Plan with no use of formula, so it can be challenged by developers.

Section 106 Agreements do not provide the Council with an opportunity to seek large scale road building or resurfacing projects as the Section 106 Agreement has to be in relation to the scale of the development, which in most cases is small. highways officers will evaluate what the impact of the development will be on the road network and then look at how this impact could be mitigated and the cost of doing this.

Under the new Community Infrastructure Levy, introduced in the Planning Act 2008, major infrastructure projects will need to be identified and costed, and then a formula will need to be applied to work out what that means in terms of cost per trip and number of trips made. This will make it easier for highways officers to ensure that developers contribute adequately to large scale infrastructure changes, although there will still be a need to negotiate on a site by site basis.

Highways are a statutory consultee for planning applications and Planning ensures that highways officers are consulted on every development as early on as possible. The time frames they work to are very tight; usually 8 weeks for simple developments and 13 weeks for more complicated applications, although highways officers will be involved in pre-application discussion with the developer for these as well. As well as highways officers, officers involved in safe routes to schools and public transport will also be involved and from these discussions a list of priority needs can be drawn up to form the basis of negotiation.

Highways officers keep their own database of all Section 106 Agreements that will affect their area; this lists the trigger points, how much has been agreed and on what.

Housing Strategy and Development

Officers would look to negotiate for provision under H23 in the above table from the Wrekin Local Plan. The provision of affordable housing is usually the most contentious part of a Section 106 Agreement to negotiate, because it often represents the biggest cost for the developer. However, it is very important that Section 106 Agreements impose affordable housing obligations as there continues to be an ever increasing need. Every two years the area is subject to a Strategic Housing Market Assessment and in 2007 the assessment identified a shortfall of 750 houses per year. Therefore, it is very important that Section 106 Agreements are used to try and redress this deficit.

When negotiating Section 106 Agreement officers in Housing Strategy & Development follow Government guidance to get a mix of types of housing that provides a balance between rented, shared ownership and owner occupier. This has resulted in many successes; most notable in Donnington, where 40% of affordable housing was secured and was appropriately “pepper-potted” around the development.

There are a number of particular challenges in negotiating Section 106 Agreements for affordable housing. The majority of developers do not enter into pre-application discussions with the Planning Authority prior to submitting a planning application and this often means that negotiations are pressured because the application has to be determined within strict planning deadlines. Sometimes the developer will argue that the proposed development will not be economically viable when factoring in a Section 106 Agreement for affordable housing. In these situations, viability is a relevant planning consideration but it can be difficult to understand what the real economic cost to developer will be. Housing officers will then have to seek expert assistance externally to assess this and help counter any arguments on the grounds of less economic viability in the current economic climate.

Negotiation of Section 106 Agreements

In the Council’s Local Development Plan that is being developed in a staged process, planning officers intend to include a supplementary planning document on Section 106 Agreements to expand the list of amenities that developers will be expected to contribute to e.g. including secondary school and early years provision as well as primary. The development of this supplementary planning document is continuing, with planned adoption in 2009.

Planning officers will always negotiate contributions to basic services first, but then look at how contributions could support the Council’s strategy in other areas. They will then liaise with other departments to prioritise their needs. However this can sometimes be difficult or hold up the process as some areas of the Council do not have clearly defined service needs. This has had an impact when large developers like English Partnerships (now Homes & Communities Agency) wish to see the evidence for a particular requirement which is not always available.

Negotiation is always about testing the water, and this is why negotiation of these types of agreements can be lengthy; the Council will always try to maximise the Section 106 Agreement, whilst the developer will try to minimise it. In some instances developers try to assert that profit margins are small but the Council will always ask to proceed on an open book basis to establish whether this is really the case.

Negotiation is usually done via planning officers involving particular officers from other departments as required. If however, it is done via open book process, the negotiations will also involve finance officers and a quantity surveyor.

Recording and managing Section 106 Agreements

The current system for recording and managing payments culminated from a project between Finance and Legal Services about 9 years ago, to review the monitoring of Section 106 Agreements. The previous system was not very robust, and was not finance led. Although Legal Services ensured that the agreements were legally sound, it was not their role to monitor or chase payment of agreed money by developers, or the spending of that money by Council departments.

As well as setting out the “in-kind” obligations, each Section 106 Agreement details how much money is due, what it should be spent on and where. This can include revenue to pay for site maintenance and/or capital to install play areas, highway improvements, schools etc. Finance officers in Environment and Regeneration maintain the monitoring system which contains all of the information for every Section 106 Agreement the Council enters into. When this system was first set up, there was a substantial amount of money owed from developers for agreements made in the past, but the monitoring system now enables finance officers to identify where developers have not paid and pursue them. Section 106 Agreements can include staged payments and certain triggers, for example, on commencement, £x after the 100th house is built or payment on first occupation etc. The risk with having payment predicated on trigger points is that payments may not be received in a timely way and scrutiny were concerned that sufficient checks were not carried out to ensure that developers did not miss these payments. However, Members were reassured that finance officers liaise with enforcement officers in Planning who provide information on the progress of the build which enables finance officers to pursue payment when it is due. This will be further strengthened by planned regular monthly checks being carried out by finance officers in the future.

Under a Section 106 Agreement and money not spent within the agreed time period should be returned to the developer. No money has been returned to developers in the last 9 years since the new recording/management system has been used. Older agreements generally don't have a time limit, but in recent years, developers have started to put a time limit on payments so that if

the Council has not spent the money in the agreed way within the identified number of years, usually 3 or 5, it must be returned to the developer. This information is logged on the spreadsheet and finance officers monitor this with individual managers to ensure that it is being spent within the timeframe agreed.

Finance officers meet regularly with the Development & Design Manager and with client officers from across Council departments to look at their accounts and identify what has been spent and any left to spend. If the major work has been completed, for example a play area and a small amount of money remains, additional small items such as litter bins might be purchased for the site to utilise the full amount. Some developers, usually smaller developers, will contact the Council to check that the money has been spent and spent in the right place.

The current Section 106 Agreement balance stands at £6.5m. This includes a substantial amount for the Lawley and Ketley developments. The money does not have to be spent immediately on receipt, as long as it is spent within any time limit stated in the agreement. It is held in the account until the departments responsible for the work have completed it. For example, sport & recreation officers may choose to wait for money to come in from a number of developments in the same area, so that they can install one large play area for the whole development. However, even if it is not spent immediately, all of the money held in the account remains allocated to particular work and cannot be spent on other work without the agreement of the owner/developer.

All of the money is held in this account until there is proof that the work has been carried out. In some instances, contractor invoices are submitted via the business unit responsible for the work, these invoices are signed by the Development & Design Manager as the authorising signatory for Section 106 monies and are paid in the usual way through the payments section. In other cases the payments are made to client units after the Development & Design Manager has authorised the transfer of funds.

There are some instances where money cannot be spent in the way originally agreed, perhaps because of a change of policy on the use of the land. In these situations, planning officers would go back to the developer to ask for their agreement to move or change the agreed work. This has happened on a number of occasions, and all of the developers involved have agreed to changes, and none have asked for the money to be returned to them.

Some Section 106 Agreements include provision for indexation, i.e. if the development does not commence for a number of years, when the sum eventually becomes due, indexation is added from the date of signing to the date of payment, usually using the Retail Prices Index. This ensures the original sum represents the same amount in real terms. This is recorded in the monitoring information and identified separately to ensure transparency.

Around £1m of the current £6.5m in the account is money which is not due under a formal S106 Agreement but is held under the same arrangements.

Some is from developer contribution agreements made with developers by individual Council business units. An example of this would be Environmental Maintenance agreeing to take on maintenance of an area of open land from the developer, if the developer contributes an amount of money. Unlike Section 106 Agreements, these are not legally binding, but developers expect the money to be used in the way agreed. It is transferred to the Section 106 account so that use of the money can be monitored in the same way. The account also holds some money received through agreements made between Council business units. For example, Property & Design might make a contribution from sale of land to fund a play area near that site once built on via a memorandum of agreement which is explained in greater detail in the next section. Further money could still be agreed from that site through Section 106 Agreement with the developer.

Money paid for the maintenance of some sites is held in the Section 106 account balances and the interest earned is used to fund the maintenance of these sites on an annual basis, some of this is through the TWS contract. Maintenance monies were originally expected to last 15 years; this is an internal timeframe and is not contractual. Because only the interest is spent, when the 15 years has expired the original sum becomes expendable. However, even though it would be possible to commute some or all of this revenue to help reduce the base budget, this can only happen once and is a very short term solution. In the long term once this money is spent, there can be no further benefit from the capital or interest earned. If the commuted sum is used for other purposes the client portfolio would become liable for the maintenance costs in perpetuity.

Memorandum of agreement

These types of agreement are entered into by the Planning Authority and the Property & Design function of the Council when planning permission is being sought on a piece of land owned by the Council. It is not possible for the Planning Authority to enter into a Section 106 Agreement with another part of the Council, so instead a memorandum of agreement is drawn up, whereby the same undertakings that would normally be agreed in a Section 106 Agreement are set out and agreed by both parts of the Council. The memorandum is attached to the planning application just as a Section 106 Agreement would be and also copied to Legal Services. It is recorded, tracked and monitored in exactly the same way by Finance as the Section 106 Agreements.

If the land is bought by someone else from the Council before the development has taken place the memorandum of agreement is transferred into a Section 106 Agreement and moves with the land as part of the new conveyance to the new purchaser who inherits the liability agreed under the memorandum as a Section 106 Agreement. If the land stays in the Council's possession and development is completed any monies agreed under the memorandum of agreement would be transferred from Property & Design

function to the Section 106 database and Finance for onward transfer to the Council departments who will use the money as agreed in the memorandum.

Different approaches to Section 106 Agreements

The Barker review on Housing Supply 2004 concluded that housing development was being held back by infrastructure issues and that a tariff system for raising funds to finance infrastructure development would help to support communities' needs. This review resulted in the enactment of the Planning Act 2008 which included in Section 11 the legislative framework for the introduction of the Community Infrastructure Levy.

Community Infrastructure Levy (CIL)

CIL is intended to be a mechanism for securing contributions from developers to fund infrastructure and other facilities. However, the regulations for CIL will empower rather than require planning authorities to levy CIL and will be able to work in parallel with the current system of Section 106 Agreements. In order for CIL to work, local authorities are encouraged to use standard charges through CIL and to start preparing evidence on infrastructure needs and local land values. The Planning Act 2008 allows the creation of regulations which will set out the detail of the new Section 106 Agreements regime and how the proposed CIL will work in practice. The Government is now seeking views from consultees on detailed proposals for the introduction of CIL, including regulations with an expectation that final regulations will be made in April 2010.

The benefits of the system are that CIL is thought to unlock additional funds for infrastructure development, decrease delays and be more transparent than the current system. In the 2007 Comprehensive Spending Review it was argued that the existing system of negotiated Section 106 Agreements struggles to sustain large infrastructure requirements, often because of problems where either the first or last developer contributes disproportionately while others make a low contribution or none at all. Also, Local Authorities tend to only negotiate Section 106 Agreements alongside consents for larger developments because of the cost and inefficiency of negotiating agreements from small developments. A simplified system of standard charges will allow the collection of contributions from a wider range of development sources.

Setting the CIL

For those authorities wanting to set a CIL they will first need to identify what infrastructure is needed and its cost. It will then need to work out what contribution each development should make to the cost. However, CIL proposals will need to be tested independently through consultation with developers, infrastructure providers and the public. The types of infrastructure that could be included are:

- roads and other transport facilities;
- flood defences;
- schools and other educational facilities;
- medical facilities;
- sporting and recreational facilities;
- open spaces;
- and affordable housing.

As part of the development plan process authorities should:

- a) have regard to the infrastructure plans and the Regional Economic Strategy (RES) for their area;
- b) only include items of infrastructure that are likely to enable, facilitate or mitigate the impact of development
- c) have regard to the likely yield from the CIL
- d) only include items that have a reasonable prospect of happening within the period covered by the development plan
- e) have regard to other sources of funding
- f) prioritise infrastructure likely to make the biggest contribution to sustainable development.

The authority should also produce a draft charging schedule setting out the rate and/or formula determining how the levy might be calculated in their area. Ideally, the process of setting charges should be embedded within the development plan process. Developers applying for planning permission will be able to consult the published schedule to determine how much they will have to pay.

The CIL should not be used for general local authority expenditure or to remedy pre-existing deficiencies in infrastructure unless these are likely to be aggravated by new development. However, the CIL could be used to facilitate better use of existing infrastructure or facilities where the development circumstances of an area justifies it.

The regulations could provide charging authorities with more flexibility, including options for attributing CIL to expenditures already incurred, for reserving CIL receipts for expenditure that might be incurred in the future, or for loans, guarantees, or indemnities. Planning authorities could use anticipated CIL funds to pump prime or forward fund, infrastructure projects. Some local authorities and regional agencies are already forward-funding infrastructure projects in this way under the existing Section 106 Agreements regime to relieve infrastructure supply bottlenecks.

The Planning Act 2008 requires all bodies that receive CIL to report on how the funds are spent. It will also allow for the regulations to provide a reserve power of direction for the Secretary of State.

Some of the infrastructure needed to support the development of an area is likely to span more than one local authority area, towards which a number of

authorities and developers need to make a contribution if it is to be affordable. Under the current regime, it can be difficult to secure contributions for infrastructure that benefits a wide area because the benefit that any one development derives from the infrastructure may be small. The regulations will contain powers ensuring that the CIL contributes towards sub-regional infrastructure.

The Future of Section 106 Agreements

Section 106 Agreements will be retained as the legal underpinning for negotiated agreements between developers and planning authorities, and will continue to provide a means of securing developer contributions for those authorities who choose not to introduce a CIL.

However, where a CIL is implemented, it will be complemented by Section 106 Agreement. But it is proposed that Section 106 Agreements should focus on three areas.

- non-financial, technical, or operational matters
- site-specific impacts that must be mitigated before permission can be granted (such as access roads or the preservation of an endangered species)
- for sufficient affordable housing to be provided, where possible on-site, to achieve genuinely mixed communities.

The Government will consult on whether what should be covered by CIL and what should be covered by negotiation should be given a statutory definition.

Paying CIL

It is envisaged that CIL will be payable at the point of commencement of development. The Planning Act states that regulations must ensure that liability for CIL is attached to the landowner, but there are difficulties attached to this, ensuing from unregistered land, enforcing against off-shore landowners, and the fact that developers might not own the land at the time permission becomes effective. The Government is therefore proposing that developers should also be liable.

The Act allows for regulations to set enforcement actions for the payment of CIL. Failure to pay CIL could result in an order to halt development. The Act also includes a power to create a criminal offence.

The Government wants CIL to be levied on most types of development, including residential and commercial. There will be a minimum threshold for CIL. Liability for CIL will not arise in relation to householder development by homeowners. Subject to further consultation, development granted permission by a General Permitted Development Order might also not be liable to CIL.

CIL in Telford and Wrekin

Currently Telford & Wrekin Council has two pieces of work being carried out:

- a) looking at the approach to CIL in the Borough as a whole – being undertaken by consultants appointed by the Council;
- b) looking at the approach to CIL in the central area of the Town Centre development (predominately the Shopping centre) – being undertaken by a consultant via Transforming Telford. This will be a key regeneration site over the next few years so the Council wants to make sure we maximise contributions to infrastructure and this is easier to negotiate through a tariff system.

Both pieces of work are testing whether it will help the Council negotiate more effectively and whether it will minimise barriers to development. The aim of planning officers is to have a Local Development Plan that sets out the Borough's needs and a tariff document for the prescribed infrastructure needs.

Other approaches to CIL

Prior to CIL Milton Keynes ran a pilot “roof tax”. The basis was to work out the cost of all public services requirements over time to give an overall cost which included future investment commitments. This required that public services like the Police and NHS had to sign up to investment plans. The tariff required a contribution of £18,500 per dwelling on 15,000 homes to be built by 2016 and a further £33.46m contribution from employment developments to support the requisite infrastructure. The total contribution from the private sector amounted to £300m.

The tariff was applied without reduction, no matter what the size or value of the development. The levy was spent on infrastructure such as: road improvements, public transport improvements and subsidy and patronage schemes, hospital infrastructure, universities, voluntary sector capacity building and voluntary sector small grants funding.

A potential flaw in the scheme was the inevitable time lag between expenditure on new infrastructure to enable new development to take place and actual payment of the roof tax. To address this, English Partnerships forward funded some of the infrastructure and later recovered those costs from the subsequent tariff payments. The tariff had to be paid by a specified date – whether or not development has commenced. This meant that new infrastructure could be delivered ahead of development in the knowledge that payment to meet the costs incurred would be received. In addition, this guaranteed payment mechanism also tackled the perceived problem of “land-banking” – the practice of purchasing land for the future use by a private or public entity. The levy, between 5% and 10% on the cost of an average house, which could bring Milton Keynes more than £60m a year, could be used to build schools, health centres, roads and other community facilities.

CONCLUSIONS AND RECOMMENDATIONS

Section 106 Agreements are often criticised for, at best being opaque, and at worst evidence that planning permission can be “sold”, and that is why it is crucial that this part of planning procedure is dealt with in a transparent way to provide confidence to the public that the Planning Authority is acting legally and for the benefit of the community at large. Members have been reassured that the Council has robust processes for negotiating, recording and managing the money received through Section 106 Agreements. However, there are some recommendations that Members wish to make which are listed below, but it should be emphasised, that these are recommendations for relatively small adjustments to existing operational processes rather than recommendations for wholesale change.

Members felt that to add further transparency to the Section 106 Agreement process, there is a need for planning permissions to be more specific about the detail of the corresponding Section 106 Agreement. At the moment the planning permission acknowledges that a Section 106 Agreement has been reached but is not specific on the detail of the agreement. This is due to the fact that at this stage the final detail of the Section 106 Agreement could still change. Although this information can be requested, by providing more detail on the sum of the Section 106 Agreement and the % split between areas of expenditure on the permission this would help to clarify what has been agreed for the benefit of members of the public, Ward Members and Parish Councillors.

Recommendation 1

Members recommend that Planning Officers consider including more detail of specific S106 agreement on the planning permission to provide more clarity to members of the public, Ward Members and Parish Councillors.

Members found some very positive aspects to the negotiation process like the Planning department acting as the gatekeeper to ensure one point of contact for the developer. It was also very clear from feedback received from other officers that planning officers actively involved other Council departments in the negotiation of the S106 Agreement to ensure that the developments are as sustainable over the long term as possible. And where developments are very large, planning officers convened general meetings at the very beginning of the process between planners and Council departments to ensure that the Council has a co-ordinated approach to negotiation. Members felt based upon the positive feedback from other departments and their expressed desire to see more of these more general meetings for medium sized developments, that Planning should consider more frequent use of co-ordination meetings. The benefits of doing this would be to clarify the priorities for the Section 106 Agreement within the larger context. Members also felt that Ward Members could also be included in these meetings which would provide them with information early in the process and an opportunity to offer their own views.

Recommendation 2

Members recommend that planning officers convene more multi department team discussions for medium and larger developments, on priorities for inclusion in a Section 106 agreement at the very beginning of the process and to include Ward Members as is appropriate.

The success of negotiating a Section 106 Agreement has been largely predicated on the strength of evidence of additional need and “harm” that the development would create. The contributions gained through Section 106 Agreements have been lessened in the past because of the lack of Council policy or strategy to demonstrate the extra local needs for services. This has now been resolved by officers across the Council ensuring that they have robust evidence in the form of strategies and public consultation to rely on as evidence. Council departments have also employed formula for calculating Section 106 Agreement contribution where it is pertinent to do so, but have also kept the flexibility of open negotiation based upon identified need for other areas to maximise the S106 contribution.

Members were aware of a gap, in terms of the absence of a requirement to contribute to secondary and early year’s places in schools. In conversation with planning officers, it was made clear that they planned to address this gap by including this provision in the Local Development Plan which Members strongly support.

Recommendation 3

Support the inclusion of contributions under section 106 for both early years and secondary school places in the Local Development Plan.

Members were assured that there was a process in place for managing Section 106 Agreements where the land is owned by the Council’s Property & Design function. The process recorded and dealt with Section 106 Agreements in these circumstances as a memorandum of agreement and that on subsequent sale of the land to a private owner, this is then converted into a Section 106 Agreement that is transferred with the land. Although officers from Planning, Legal Services and Property & Design demonstrated they were conversant with the process in our meetings with them, there was no evidence to suggest that this process had been recorded as a formal written procedure.

Recommendation 4

Members recommend that Property & Design function have a written procedure for the creation and management of memorandum of agreement.

Members note the effect the current economic climate is having on the viability of developers to build new homes and to also honour existing Section 106 Agreements or negotiate new ones. They also note the effect this is

having on officers in Housing Strategy and Development in trying to negotiate fair Section 106 Agreements with them but not having the specialist support to assess the merits of developers arguments to lessen the Section 106 burden because of the declining profit margins. Given that this type of negotiation is likely to continue for a considerable time, and the Council does not have this type of specialist support in house, Members would like officers to investigate whether this external expertise can be procured in such a way as to provide more responsive assistance, but that will also offer better value for money.

Recommendation 5

Members recommend that the Council investigate how specialist expertise can be procured to provide more responsive assistance but that offers better value for money, to Housing Strategy and Development in negotiation with developers where there are viability arguments for lessening the Section 106 agreement burden because the developers can no longer afford the required planning obligations.

From their meetings with officers, Members were reassured that the money received as Section 106 contributions from developers was recorded and managed in a robust way via finance and planning officers and transferred to colleagues in other parts of the Council to dispose of as required by the Section 106 Agreement in a timely manner. The financial processes for managing the money received appear to be sophisticated enough to enable indexation to allow for inflation and to include payments received through other slightly different means e.g. memorandum of agreement and individual agreements with developers for Council adoption of areas. The process was also robust; no Section 106 Agreement monies have ever had to be returned to a developer because the monies had not been spent within the time frame agreed.

However, an area where Members felt changes should be made was the duplication of records in those Council departments that frequently benefit from Section 106 Agreements monies, with the Finance/Planning database of Section 106 Agreements. Members found that all officers who are in receipt of Section 106 Agreements kept a record of those that were specific to their area of service delivery. Members felt that although officers record information accurately, there is a risk that several sets of information can lead to confusion, inaccuracy as well as to duplication in effort. Consequently, Members believe that only one database should exist and be maintained primarily by Planning and Finance as it is now, but have the ability to allow other designated officers from across the Council to read and record their own information on it, via pre-determined access rights.

Recommendation 6

Members recommend that the Section 106 Agreement database held currently by finance officers becomes a shared resource so all information pertaining to Section 106 Agreements held by other Council departments is recorded in one place.

SUMMARY OF RECOMMENDATIONS

The recommendations are summarised in the table below. We have assigned a priority level to each of the recommendations, and given an indication of the cost.

It is not possible to provide detailed costings for the recommendations within this report without a considerable amount of additional work being undertaken by both scrutiny and finance officers. However, the recommendations have been placed into one of three categories as follows:-

- Low cost indicates that the recommendation could be funded from within existing resources, although not necessarily in the current year.
- Medium cost indicates that the recommendation is anticipated to cost up to £10,000 which is not currently budgeted.
- High cost indicates that the recommendation is expected to cost more than £10,000 which is not currently budgeted.

Recommendation	Indication of cost	Priority level
<p><u>Recommendation 1</u> Members recommend that planning officers consider including more detail of specific S106 agreement on the planning permission to provide more clarity to members of the public, Ward Members and Parish Councillors.</p>	LOW	2
<p><u>Recommendation 2</u> Members recommend that planning officers convene more multi department team discussions for medium and larger developments, on priorities for inclusion in a Section 106 agreement at the very beginning of the process and to include Ward Members as is appropriate.</p>	LOW	3
<p><u>Recommendation 3</u> Support the inclusion of contributions under section 106 for both early years and secondary school places in the Local Development Plan.</p>	LOW	1
<p><u>Recommendation 4</u> Members recommend that Property & Design function have a written procedure for the creation and management of memorandum</p>	LOW	4

of agreement.		
<p><u>Recommendation 5</u> Members recommend that the Council investigate how specialist expertise can be procured to provide more responsive assistance but that offers better value for money, to Housing Strategy and Development in negotiation with developers where there are viability arguments for lessening the Section 106 agreement burden because the developers can no longer afford the required planning obligations.</p>	LOW	5
<p><u>Recommendation 6</u> Members recommend that the Section 106 Agreement database held currently by finance officers becomes a shared resource so all information pertaining to Section 106 Agreements held by other Council departments is recorded in one place.</p>	LOW	6

ACKNOWLEDGEMENTS

We would like to thank all those listed below who have contributed their time to participate in this review, and have shared information and views with us.

Michael Barker	Head of Planning & Environment
Dave Fletcher	Development & Design Manager
Ian Goffe	Network Management & Policy Team Leader
Alan Fox	Estates & Investment Manager
Dave Ottley	Sports & Recreation Manager
Sue Overton	Project Officer – Finance
Derek Owen	Outdoor Recreation Officer
Richard Peach	Finance Manager
Ian Ross	Group Solicitor
Steve Swain	Capital Planning Officer
Chris Winter	Housing Strategy & Development Manager
Mal Yale	Capital & Facilities Manager

TELFORD & WREKIN COUNCIL

CABINET – 26 JANUARY 2010

RESPONSE TO SCRUTINY REPORT S106 PLANNING AGREEMENTS

REPORT OF CABINET MEMBER FOR ENVIRONMENT

1.0 PURPOSE

- 1.1 To inform Members of the proposed response to the recommendations made by the Scrutiny Review of Section 106 Planning Agreements.

2.0 RECOMMENDATION

- 2.1 **That the response to the Scrutiny Commission's recommendations set out in Appendix 1 is approved.**

3.0 SUMMARY

- 3.1 This report summarises the response to the recommendations made **by the Scrutiny Commission for Environment and Regeneration.** The responses are detailed in Appendix 1. The Commission's review has been thorough in its coverage and has been assisted by the involvement of a number of internal officers across the Council who have participated in the review by sharing their information and views on the S106 Planning Agreements process.

4.0 PREVIOUS MINUTES

- 4.1 None.

5.0 INFORMATION

- 5.1 The Scrutiny Commission decided to carry out a review of Section 106 planning agreements because Members of the Council were aware that the Section 106 "pot" had grown to many millions of pounds and were concerned that this was a sign of lack of management controls in place. In addition, there also seemed to be confusion by Members about the process for negotiating Section 106 Agreements, who undertook it, and whether the process was being utilised to its greatest effect. Section 106 Agreements are often criticised for, at best being opaque, and at worst evidence that planning permission can be "sold", and that is why it is crucial that this part of planning procedure is dealt with in a

transparent way to provide confidence to the public that the Planning Authority is acting legally and for the benefit of the community at large.

5.2 The review had three main objectives:

- To evaluate how effectively the resources secured through Section 106 Agreements are secured, managed and utilised.
- To evaluate the impact of changes to Government policy on Section 106 Agreements.
- To make recommendations to the Cabinet to improve effectiveness of the Section 106 Agreement process in the future

5.3 Members examined the legal background to S106 Agreements set out in Circular 10/95 and looked at the different ways that they could be used to either prescribe the nature of a development, compensate for loss of damage created by a development or to mitigate a development's impact. They then examined the five tests in Circular 10/95 that need to be satisfied before a Section 106 Agreement can be sought, namely that it must be:-

- relevant to planning;
- necessary to make the proposed development acceptable in planning terms;
- directly related to the proposed development - either there should be a functional or geographical link between the development and the item being provided as part of the developer's contribution;
- fairly and reasonably related in scale and kind to the proposed development – developers may reasonably be expected to contribute to the cost of all or part of additional infrastructure provision which would not be necessary but for the development. Section 106 Agreements should not be used to resolve existing deficiencies. The agreement should be directly related in scale to the impact which the proposed development will make;
- and reasonable in all other aspects.

These contributions can be either in kind or a financial contribution.

5.4 Members then examined the “saved policies” contained in the current Wrekin Local Plan pertaining to Section 106 Agreements as well as the Local Development Framework Core Strategy policies which are used by Officers to negotiate S106 Agreements.

5.5 The involvement of Members in the process of negotiating S106 Agreements was reviewed as there appeared to be a misconception by Members that they could influence what is included in a planning obligation agreement. However, this is determined by officers and approved by Plans Board with reference to the Local Development Plan policies and the five tests set out above. Members can make representations at the formulation of policy stage and, if they are the relevant Ward Member for an application, they can require that the

application is determined at Plans Board where they have the opportunity to speak at the meeting.

- 5.6 The involvement of other Council Business Units was examined by interviewing officers from Children & Young People, Highways, Sport and Recreation, Housing Strategy and Development as well as the legal officers who draw up the actual agreements. The interviews revealed that there is a strong relationship between these services and planning with planning officers fully involving the service areas once they are aware of a potential development site.
- 5.7 Members recognise that the Council's Local Development Plan is being developed in a staged process, with a supplementary planning document on Section 106 Agreements being prepared which will expand the list of amenities that developers will be expected to contribute to e.g. including secondary school and early years provision as well as primary.
- 5.8 The recording and managing of the Section 106 Agreements was reviewed. The current Section 106 Agreement balance stands at £6.5m. This includes a substantial amount for the Lawley and Ketley developments. The money does not have to be spent immediately on receipt, as long as it is spent within any time limit stated in the agreement. It is held in the account until the departments responsible for the work have completed it. However, even if it is not spent immediately, all of the money held in the account remains allocated to particular work and cannot be spent on other work without the agreement of the owner/developer and reference back to Plans Board.
- 5.9 All of the money is held in this account until there is proof that the work has been carried out. In some instances, contractor invoices are submitted via the business unit responsible for the work, these invoices are signed by the Development & Design Manager as the authorising signatory for Section 106 monies and are paid in the usual way through the payments section. In other cases the payments are made to client units after the Development & Design Manager has authorised the transfer of funds. Some Section 106 Agreements include provision for indexation. This ensures the original sum represents the same amount in real terms. This is recorded in the monitoring information and identified separately to ensure transparency.
- 5.10 Money paid for the maintenance of some sites is held in the Section 106 account balances and the interest earned is used to fund the maintenance of these sites on an annual basis. Maintenance monies were originally expected to last 15 years; this is an internal timeframe and is not contractual. Because only the interest is spent, when the 15 years has expired the original sum becomes expendable.
- 5.11 Members then investigated potential different approaches to Section 106 Agreements that a tariff based approach known as Community

Infrastructure Levy (CIL) could bring to funding infrastructure and other facilities in conjunction with the existing S106 Agreements. This legislation is expected to be introduced in April 2010. Currently Telford & Wrekin Council has two pieces of work being carried out looking at the approach to CIL in the Borough as a whole – and also looking at the approach to CIL in the central area of the Town Centre development (predominately the Shopping centre) – as this will be a key regeneration site over the next few years so the Council wants to make sure we maximise contributions to infrastructure and this is easier to negotiate through a tariff system.

- 5.12 Both pieces of work are testing whether it will help the Council negotiate more effectively and whether it will minimise barriers to development. The adopted Local Development Scheme (LDS) sets out the programme for the production of the Local Development Framework documents. This includes reference to the preparation of a Supplementary Planning Document (SPD) for Developer Contributions. This document will set out the Borough's needs and a tariff for the required infrastructure.
- 5.13 The thorough review has reassured Members that the Council has robust processes for negotiating, recording and managing the money received through Section 106 Agreements. However, there are some recommendations that Members wish to make which are listed in Appendix 1, but it should be emphasised, that these are recommendations for relatively small adjustments to existing operational processes rather than recommendations for wholesale change.

6.0 Equality & Diversity

- 6.1 No equality and diversity considerations have been identified. An aim of the planning legislation is to ensure that all sections of the community have the opportunity to engage in the development of planning policies. The Council has produced a Statement of Community Involvement which sets out the standard for consultation for all planning issues and the Local Development Scheme lists all the documents that will make up the Local Development Framework.

7.0 Environmental Impact

- 7.1 The contributions sought through the S106 Agreements are often sought to secure off site or financial contributions towards measures to mitigate against the environmental impact of proposed developments.

8.0 Legal Comment

- 8.1 Because the legal issues are addressed within this report, there is no further legal comment to make

9.0 Links with Corporate Priorities

- 9.1 The implementation of the recommendations will contribute to maintaining a high quality, attractive and sustainable environment.

10.0 Opportunities & Risks

- 10.1 The report recognised the importance of keeping an up to date monitoring system which contains all the information for every Section 106 Agreement the Council enters into. Under a Section 106 Agreement and money not spent within the agreed time period should be returned to the developer. No money has been returned to developers in the last 9 years since the new recording/management system has been used. Members recommend that the Section 106 Agreement database held currently by finance officers becomes a shared resource so all information pertaining to Section 106 Agreements held by other Council departments is recorded in one place.

11.0 Financial implications

- 11.1 The recommendations proposed will be either met from existing budgets or by introducing charges to applicants to fund the Project Support Officer.

12.0 Ward implications

- 12.1 The report relates to a Borough-wide strategy.

13.0 BACKGROUND PAPERS

- 13.1 None.

Report prepared by David Fletcher, Development Manager (01952 380380)

Appendix 1

	Scrutiny Commission Recommendations	Benefits of recommendation	Summary of Action Being Taken	Timescale	Officer responsible
1	<p>Members recommend that Planning Officers consider including more detail of specific S106 agreement on the planning permission to provide more clarity to members of the public, Ward Members and Parish Councillors.</p>	<p>To add further transparency to the Section 106 Agreement process, there is a need for planning permissions to be more specific about the detail of the corresponding Section 106 Agreement. This would help to clarify what has been agreed for the benefit of members of the public, Ward Members and Parish Councillors.</p>	<p>Not Agreed – The planning permission is a formal document setting out the conditions that govern the implementation of the proposal. The S106 Agreement is a separate document setting out associated planning obligations. The planning permission is not the appropriate place to repeat the S106 obligations. Current practice is to include a clear written “informative” confirming that the permission is subject to a written S106 Agreement. Any person can request a copy of the S106 Agreement and a copy is held on the public planning file. Planning conditions and planning obligations should not be confused and to set them out on the same document has potential to lead to confusion and the risk that the S106 agreement will be seen to have</p>	<p>Dec 2009</p>	<p>David Fletcher Ian Ross</p>

			<p>had undue influence on the planning decision.</p> <p>Amended Proposal – The existing informative will be amended to make it clear that a copy of the S106 Agreement is available to the public.</p>		
2	<p>Members recommend that planning officers convene more multi department team discussions for medium and larger developments, on priorities for inclusion in a Section 106 agreement at the very beginning of the process and to include Ward Members as is appropriate.</p>	<p>The Planning department acts as the gatekeeper to ensure one point of contact for the developer in the negotiation of the S106 Agreement. Where developments are very large, planning officers convened general meetings at the very beginning of the process between planners and Council departments to ensure that the Council has a co-ordinated approach to negotiation. Members expressed</p>	<p>Agreed – To introduce a Development Team approach to look at medium sized developments (ten or more houses).</p> <p>A Development Team approach for medium sized applications will be dependent on effective project management support and consistent and timely contributions to the approach by officers from all of the service areas involved.</p> <p>The leading authorities who have been successful in introducing the Development Team Approach have sought to fund a planning obligations/project support officer through adding an administrative charge to the</p>	April 2010	David Fletcher; Gareth Thomas.

		<p>their desire to see more of these co-ordination meetings for medium sized developments, The benefits of doing this would be to clarify the priorities for the Section 106 Agreement within the larger context. Members also felt that Ward Members could also be included in these meetings which would provide them with information early in the process and an opportunity to offer their own views.</p>	<p>planning obligation. This person would be able to play an important role both in project management but also importantly in being a focal contact and conduit for developers, the public and local Members for planning agreement matters.</p> <p>A report setting out the composition of the Development Team and its procedures together with recommendations on how the project support officer could be funded at no cost to the Council will be prepared for consideration by Directors.</p>		
3	<p>Support the inclusion of contributions under section 106 for both early years and secondary school places in the Local Development Framework.</p>	<p>Members were aware of a gap, in terms of the absence of a requirement to contribute to secondary and early</p>	<p>Agreed - Council's Local Development Plan is being developed in a staged process, with a proposed supplementary planning document on Section 106 Agreements.</p>	2011	<p>Matthew Wedderburn</p>

		year's places in schools.			
4	Members recommend that Property & Design function have a written procedure for the creation and management of memorandum of agreement.	Members were assured that there was a process in place for managing Section 106 Agreements where the land is owned by the Council's Property & Design function. The process recorded and dealt with Section 106 Agreements in these circumstances as a memorandum of agreement and that on subsequent sale of the land to a private owner, this is then converted into a Section 106 Agreement that is transferred with the land. There was no evidence to suggest that this process	Agreed – A formal written procedure will be prepared and adopted for use.	Dec 2009	David Fletcher Ian Ross and Alan Fox

		had been recorded as a formal written procedure		
5	Members recommend that the Council investigate how specialist expertise can be procured to provide more responsive assistance but that offers better value for money, to Housing Strategy and Development in negotiation with developers where there are viability arguments for lessening the Section 106 agreement burden because the developers can no longer afford the required planning obligations.	The current economic climate is having an effect on the viability of developers to build new homes and to also honour existing Section 106 Agreements or negotiate new ones. They also note the effect this is having on officers trying to negotiate fair and appropriate Section 106 Agreements without the specialist support to assess the merits of developers arguments to lessen the Section 106 burden because of the declining profit margins. This situation involving negotiations of this	Agreed – The Strategic Housing Business Unit are in the process of strengthening the in house capabilities by appointing a Housing Delivery Officer. The expectation is that this person will have skills in development economics and will be capable of providing advice to other colleagues on the economic viability of schemes. The Council has also commissioned the Three Dragons Consultancy to prepare advice on the viability of affordable housing schemes and this will be incorporated into future LDF documents. It will also set a clearer context for the level of affordable housing that is viable for different parts of the Borough. The Three Dragons have also prepared a model for the Council which can be used by officers so that in the future the Council will have the ability to do the relevant assessments in house.	Katherine Kynaston David Fletcher

		<p>type is likely to continue for some time. As the Council does not have this type of specialist support in house, Members would like officers to investigate whether this external expertise can be procured in such a way as to provide responsive and effective assistance, that also offers better value for money.</p>			
6	<p>Members recommend that the Section 106 Agreement database held currently by finance officers becomes a shared resource so all information pertaining to Section 106 Agreements held by other Council departments is recorded in one place.</p>	<p>All officers who are in receipt of Section 106 Agreements keep records of those that were specific to their area of service delivery. Members felt there is a risk that several sets of information can lead to</p>	<p>Agreed – The third phase of the MIS computer upgrade will introduce a new monitoring system. This will allow all information pertaining to Section 106 agreements to be recorded in one place with access to all designated officers via the MIS system.</p>	<p>May/June 2010</p>	<p>David Fletcher, Jovo Radusin and Sue Overton</p>

	<p>confusion, inaccuracy as well as to duplication in effort. One database should exist and be maintained primarily by Planning and Finance as it is now, but with the ability to allow other designated officers from across the Council to read and record their own information on the database, via pre-determined access rights.</p>			
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TELFORD & WREKIN COUNCIL

CABINET - 26th JANUARY 2010

PARTNERSHIP LOCAL INVESTMENT PLAN FOR HOUSING & HOUSING-LED REGENERATION 2010-2013

REPORT OF HEAD OF REGENERATION & HOUSING

1.0 PURPOSE

- 1.1. To seek Cabinet approval for the TWC/HCA Partnership Local Investment Plan '*Recover, Renewal & Growth*', addressing housing and housing-led regeneration, 2010-2013.

2.0 RECOMMENDATIONS

That Members:

- **Approve the Partnership Local Investment Plan 2010-2013 and its joint launch with HCA;**
- **Receive further reports in relation to the delivery of individual projects and programmes within the LIP as appropriate;**
- **Delegate authority to the Strategic Housing Manager to manage NGP capital and revenue expenditure in accordance with the priorities and programmes set out in the LIP;**
- **Delegate authority to the Head of Legal Services to enter into a Local Investment Agreement with HCA to underpin the LIP delivery;**
- **RECOMMEND TO COUNCIL that the funding approval for £1.5m in relation to NGP is slipped from 2010/11 to 2011-12.**
- **RECOMMEND TO COUNCIL that the pressures indicated in Table 3 at Paragraph 10 of £3.074m be included in the Budget Strategy. 2011/12 – 2013/14.**

PREVIOUS MINUTES None

3.0 SUMMARY

- 3.1 Following the establishment of the HCA and set up of the Housing & Regeneration Partnership Board a joint Local Investment Plan is now being brought forward for Cabinet and the HCA's approval. HCA will consider the Plan at their Regional Executive Board on 29th January.
- 3.2 The LIP establishes the commitment of TWC and HCA to a series of local strategic investment priorities for housing and housing-led regeneration for the next 3 years. It also sets a framework for HCA and

TWC with other partners to work together over the long term to use the investment of public and private sector funds, land and expertise to stimulate provision of new housing and support regeneration, meet local housing needs and improve existing stock.

- 3.3 The T&W Local Investment Plan is the first to be finalised in the West Midlands Region as part of the 'single conversation' with HCA. Once approved by both organisations it will be launched in a public format in February/March 2010.

4.0 INTRODUCTION

- 4.1 The Homes & Communities Agency was established in December 2008 as the national housing and regeneration agency for England. Nationally HCA's 2009/10 budget was in excess of £7 billion with expenditure in the West Midlands Region programmed at c.£270million for 2010/11. Much of this is being channelled through new housing programmes to support market and affordable housing provision, area based regeneration and improvements to stock. Locally HCA are also a major landowner.

- 4.2 The HCA wishes to move away from traditional grant funding of expenditure to establish a long term investment partnership and plan for local authority areas. The 'single conversation' process provides the context for HCA to agree with Local Authorities their housing and housing led regeneration priorities. These are then to be translated into a joint Local Investment Plan through which each organisation will channel their investment in housing and to act as a lever to other public and private sector investment.

- 4.3 Telford & Wrekin has moved quickly to establish a partnership with the HCA. A Memorandum of Understanding was signed with HCA in March 2009 and a Housing & Regeneration Partnership Board (HRPB) set up. Incorporating AWM, HCA and TWC this meets quarterly and has driven the development of the Investment Plan as well as stimulating considerable investment by HCA during 2009/10. This has included the commitment of more than £6M of HCA investment into regeneration in South Telford and the local delivery of several HCA national programmes e.g. Kickstart Round 1 ((£4M+ to Ironstone).

5.0 T&W LOCAL INVESTMENT PLAN - *RECOVERY, RENEWAL & GROWTH*

- 5.1 The LIP is titled '*Recover, Renewal and Growth*' reflecting its early years role supporting the recovery of a still fragile housing market but also focussing on meeting local housing needs, supporting regeneration through growth and improving existing housing stock. The Plan encompasses both people and places aspects of the housing agenda.

Strategic Priorities & Commissioning 2010-2013

5.2 The LIP sets a framework for investment by TWC, HCA and other partners 2010-2013. The Plan draws from the Economy & Housing Priority Plan setting out priorities and actions around 3 objectives:

1. Securing Sustainable Housing Development
 - Deliver sufficient new housing to meet the housing needs of the Borough
 - Create quality places through high quality design
2. Housing-Led Regeneration
 - Ensure that all Borough communities have a sustainable future
 - Ensure that Woodside, Sutton Hill & Brookside are good quality places to live
3. Good Housing for All
 - Secure the provision of specialist housing to meet the needs of local people
 - Promote housing choice and prevent homelessness

5.3 On the basis of these objectives the Plan establishes a set of strategic priorities (**Appendix 1** below) which will underpin investment decisions by both partners. These also reflect the HCA's national and regional business priorities which address place making, the renewal of existing housing stock and the delivery of affordable housing.

5.4 The priorities are both geographic and 'need' based the later identifying types of accommodation or improvements needed to existing stock, to address issues such as homelessness, lack of affordability and the ageing and increasingly vulnerable profile of the local population. The priorities inter-relate with an expectation that where a geographic area is the focus for investment e.g. Lawley or South Telford, provision will address other priorities e.g. need for extracare or specialist provision.

Strategic Commissioning

5.5 The HCA wish to develop an area-based focus to investment moving away from bidding e.g. for affordable housing grant, to commissioning and partnering. A key outcome is also to maximise the leverage of other public and private sector investment into the borough. To support this TWC and HCA propose to work together as commissioning organisations establishing working relationships with local partners including Housing Associations and basing investment decisions on the local strategic priorities

Investment Programme

5.6 A number of housing projects and programmes have been identified meeting the Plan's priorities. **Appendix 2** maps a number of these projects which will be supported over the next 3 years. This includes investment both in the strategic housing sites and establishing an intervention fund using an element of new growth point funding, to support housebuilders including smaller companies, to 'unblock' housing sites affected by the recession. Investment will also support

delivery of additional extracare schemes particularly in North Telford and the Plan identifies the Rural Area as an affordable housing priority.

Evolving Plan

5.7 The Investment Plan represents an ongoing relationship between TWC and HCA and proposes activities to underpin the regeneration and growth of the Borough in the 3 years 2013-2016 and up to 2026. This includes:

- Maintaining delivery of key housing and regeneration commitments including South Telford and the Borough Towns
- Increasing engagement with other public and private sector partners to align investment decisions
- Implementing the anticipated new Decent Homes Programme
- Developing a borough-wide infrastructure strategy to underpin the early review of the Core Strategy
- Establishing with HCA how public sector land assets might be harnessed to draw in private sector investment and to increase and speed up housing delivery, particularly post 2016

5.8 This initial LIP is largely based on existing TWC/HCA projects and programmes. The partners recognise the need over the next 12 months to strengthen the Plan ensuring alignment with other corporate strategy, some emerging e.g. economic development and the revision to the Core LDF Strategy and BSF – and with external partners agendas e.g. PCT.

5.9 The LIP has a key role to play in relation to place making where housing investment can support and enable economic development, build communities and address inequalities. The LIP is also a move towards a total place approach seeking to align investment, maximise leverage of external funds and make most efficient use of limited resources.

6.0 Partner Engagement

6.1 While local consultation will take place in relation to individual projects within the LIP the priorities have been endorsed following engagement with key partners. Workshops have been held with developers and housing associations and presentations made to LSP and to Parish and Town Councils. The results of a Community Panel Survey on local housing issues are imminent and will inform finalising and rolling forward the document.

6.2 Developer and Housing Associations Local Fora will link into the HRPB and through task and finish groups and involvement in specific programmes, support its delivery and inform its development.

7.0 Delivery

- 7.1 The LIP will be monitored by the HRPB, via a set of outputs and outcomes based on TWC LAA and Priority Plan targets and HCA's Corporate Plan core outputs. These address issues including housing completions, land reclamation, and rural housing.
- 7.2 An existing joint Programme Management Team of Officers from TWC/HCA will manage the Plan's delivery and development on a day to day basis.

8.0 Launch

- 8.1 Once approved by TWC and HCA it is proposed to launch a 'public' version of the LIP in February/March. This will need to focus on addressing a range of audiences and functions including promoting the borough as an investment opportunity, establishing the role of the Partnership, guiding development partners seeking funding and to act as a bidding document.

9.0 CONCLUSION

- 9.1 Responding effectively to the challenges of the current recession requires the development of new and flexible business approaches and the prioritisation of limited public funds to address housing needs.
- 9.2 The first LIP is the start of a new co-ordinated investment planning approach to align HCA and TWC investment plans, maximise Telford & Wrekin's ability to attract investment and set a context for the partners to drive up housing delivery post the current recession. It is recognised that the LIP will need to evolve as the Partners respond to future challenges, which will include:
- how future Government investment will be targeted and managed;
 - how existing HCA appraisal processes may be streamlined to improve local delivery, and
 - how HCA land assets in Telford will be managed.

10. FINANCIAL COMMENT

- 10.1 The Council has been working in partnership with HCA, AWM and other funders for a number of years to deliver regeneration and housing projects. As indicated in the main body of this report, the LIP seeks to outline future investment aspirations and provide a framework and flexibility for future funding relationships between the Council and HCA with which to engage in the funding bidding process.
- 10.2 The Programme is broken down under 3 themes – Housing Led Regeneration, Securing Sustainable Housing Development and Good Housing for All. The following sections provide an investment summary by theme and should be read in conjunction with Tables 1 and 2, which

are attached in **Finance Appendix 3**, and summarised in Table 3 within the body of the text, below.

Housing Led Regeneration Projects

- 10.3 The Council has committed funding within the 2009/10 – 2012/13 Budget Strategy of £18.328m with match funding of £7.68m.
- 10.4 The projects included within this theme are either all subject to existing funding agreements with HCA, or in the case of North Woodside in the final stages of negotiation to be completed by the end of January 2010.
- 10.5 The funding agreements run to the end of 2011/12 and any investment shown, in the table above after this date, is indicative. These are ongoing projects and are included within the Council's priorities and it is therefore anticipated that there will be further phases, however, at this point in time HCA are unclear as to any resources they may have available from 2012/13.
- 10.6 A separate report will be presented to Cabinet in February 2010 recommending the preferred option for development of the Sutton Hill Local Centre. Indicative costs for this development have been included within the draft budget strategy and, once approved, will be included within the Service and Financial Planning report to Cabinet on the 23rd February 2010.

Securing Sustainable Housing

- 10.7 The Council has committed funding within the 2009/10 - 2011/12 Budget Strategy of £4.477m for this theme, which includes an allocation of £659k from the New Growth Point (NGP) Funding.
- 10.8 HCA has committed funding of £9.926m over the same period, with the investment being made direct to the development of the Lawley, Lightmoor and Ketley schemes and through the Kickstart Phase 1 scheme. (JH)
- 10.9. The indicative funding in Table 2 for the period 2010/11 – 2012/13, for all partners, relates to the Town Centre Project which is the subject of a separate report. Funding approval for this element of funding is not ,therefore, sought through this report.

NGP Funding

- 10.10 Earlier this year the Council received notification from DCLG that they would be withdrawing £1.5m from the NGP allocation in 2010/11. It has been agreed with Cabinet that a bid for Prudential Borrowing should be submitted within the Budget Strategy to replace this shortfall.
- 10.11 Following this a review of the NGP allocation has been undertaken with the proposed expenditure being rephased to 2011/12 to cover the LIP period. As a result the £1.5m prudential borrowing will be used to

cover the 2011/12 expenditure. This report recommends that the funding approval is slipped to 2011/12 and that Cabinet provide delegated authority to the Strategic Housing Manager to manage NGP capital and revenue expenditure in accordance with the priorities and programmes set out in the LIP.

- 10.12 At this time there has been no indication from CLG or HCA of further funding to support growth point delivery from 2012/13 onward.

Housing For All

BTW Funding

- 10.13 The regional grant allocation for Private Sector Renewal to Local Authorities for 2010/11 has been reduced following Ministerial direction to move funding nationally from Private Sector Renewal and Regeneration to fund affordable housing units. This switch of funding has led to a 20% reduction in TWC's Regional Housing grant allocation for 2010/11 which is now £1.494m, a reduction of £371K. In the 2008/9 to 2010/11 budget strategy, Council capital funding of £1m per annum has been allocated to augment the overall housing Programme. Without this additional funding in future years or a reappraisal of the LIP there will be insufficient resources to continue the existing programme at existing levels of performance. This reduction in funding is included as a pressure in Table 2 and summary Table 3.

- 10.14 We have been notified by Wrekin Housing Trust Ltd that they intend to reduce the threshold up to which they will fund adaptations for their tenants. In 2009/10 the forecast is for the programme of Mandatory grants to cost £1.4m. Within the current scheme, funding is provided by Wrekin Housing Trust (WHT) for their tenants on a formula basis agreed between the Council and the Trust. However, Regulations allow for RSL's to have adaptations for their tenants to be fully funded by the Local Authority, and WHT have proposed the reduced threshold leading to an overall reduced contribution from them to fund adaptations within their properties. This is expected over time to increase the level of Council funding required by around £250k to maintain the existing performance levels and to meet existing demand, and is reflected in Table 2 and summary Table 3 as a pressure.

- 10.15 It is important to identify within the strategy to fund the programme that the Housing and Communities Agency will benefit from the £10m of resources switched to the HCA for affordable housing units referred to earlier in this commentary. The LIP may be able to benefit from these additional resources through partnership working with HCA.

Extracare

- 10.16 HCA has indicated that they can provide match funding every other year from 2010/11 towards Extracare, subject to match funding from the Council. On this basis an indicative £1m has been included for

2012/13 based on historic funding levels. This growth is included in Table 2 and summary Table 3.

HCA Funding

- 10.17 This is to be funded from the National Affordable Housing Programme (NAHP) investment, which during the current funding round (2009/10 and 2010/11) is currently committed to existing affordable housing schemes in the Borough. However should the RSL's fail to deliver in accordance with the programme funding may be withdrawn.
- 10.18 Whether any additional schemes are funded from 2011/12 onwards (ie indicative funding) will be dependant on the availability of NAHP finance from Central government and the satisfaction of existing NAHP criteria.

Other Indicative Projects

- 10.19 There a number of schemes in the pipeline, Kickstart Phase 2 and Private Land Initiatives, which have not been included within the LIP as at this stage as they are expressions of interest. However they will be included within any future LIP updates as they come forward.
- 10.20 Additionally the LIP does not take account of any land value investments for any of the partners.

Funding Approvals

- 10.21 The LIP identifies both historic, committed and proposed funding from both partners, TWC and HCA over the period 2009/10 to 2011/12.
- 10.22 The funding identified in Table 1 in **Finance Appendix 3** has been included within the existing Budget Strategy for 2009/10 – 2011/12 and additional TWC funding is not required.
- 10.23 The funding identified in Table 2 in **Finance Appendix 3** has not yet been secured and Cabinet are asked to recommend that Council prioritises this funding within future budget strategies.
- 10.24 For clarity, additional TWC funding requested over the period 2011/12 to 2013/14 is summarised in Table 3 below. It should be noted that this table includes an additional year (2013/14) in order to comply with the Council's Service and Financial Planning framework.

Table 3. Additional TWC funding requirement 2011/12 to 2013/14

	2011/12 £'000	2012/13 £'000	2013/14 £'000	Total £'000
Growth due to reduced RHA grant & WHT subsidy	619	715	740	2,074
Extracare		1,000		1,000
Total	619	1,715	740	3,074

10.25 This additional funding, once approved, will be included within the overall Service and Financial Planning report to be presented to Cabinet on the 23rd February 2010.

11. LEGAL COMMENT

11.1 The Local Investment Plan will be underpinned by a Local Investment Agreement between HCA and TWC. This will not be legally binding and is likely to take the form of a memorandum of understanding. It will identify a framework for investment between the parties for the achievement of an agreed hierarchy of strategic objectives, outcomes and priorities. It will identify any critical or non negotiable issues such as legislative requirements including procurement rules, establish monitoring, review and governance arrangements and set out how any development in the overall programme might be accommodated.

11.2 The memorandum of understanding should provide a structure substantially able to deal with the eventualities that the parties would seek to manage.

11.3 Legal arrangements required to be put in place for specific projects within the LIP will be the subject of separate reports.

11.4 An initial meeting has taken place between TWC/HCA legal advisors and a draft of the Agreement is to be prepared in early January for signature once the LIP is approved by both organisations, in February.

12. WARD IMPLICATIONS

12.1 The Investment Plan has a Borough-wide context. Ward and Parish/Town Council Members will be further engaged on a project by project basis.

13. ENVIRONMENTAL IMPLICATIONS

13.1 A range of design and environmental standards relate to new housing development. These include Buildings for Life and the Code for Sustainable Homes. Housing Associations also need to comply with Decent Homes in relation to the management of stock. This seeks to ensure minimum standards in relation to thermal efficiency contributing to affordable warmth and reduction in climate change impact from stock.

14. RISK MANAGEMENT

14.1 The risk of not delivering against regional housing targets and also the implications of failing to deliver on individual programmes e.g. Town Centre regeneration, are included in the Corporate Risk Log. Individual projects e.g Woodside, Sutton Hill, also have their own risk plans.

14.2 An overarching Programme risk management plan is to be established by the TWC/HCA Programme Management Team in early 2010. Part of the HRPB's role will be to monitor and review the risk management plan.

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Appendix One – LIP Priorities 2010-2013

The LIP is being developed in the context of the Council's “**Priority Plan: Securing Sustainable Housing, Regeneration and Development**”, and cross cutting themes within the “**Priority Plan: Maintaining a High Quality, Attractive, and Sustainable Environment**”, and “**Priority Plan: Strengthening the Local Economy and Skills**”.

The structure of the consultation draft LIP itself accords with the three key sub priorities identified within the Housing Priority Plan.

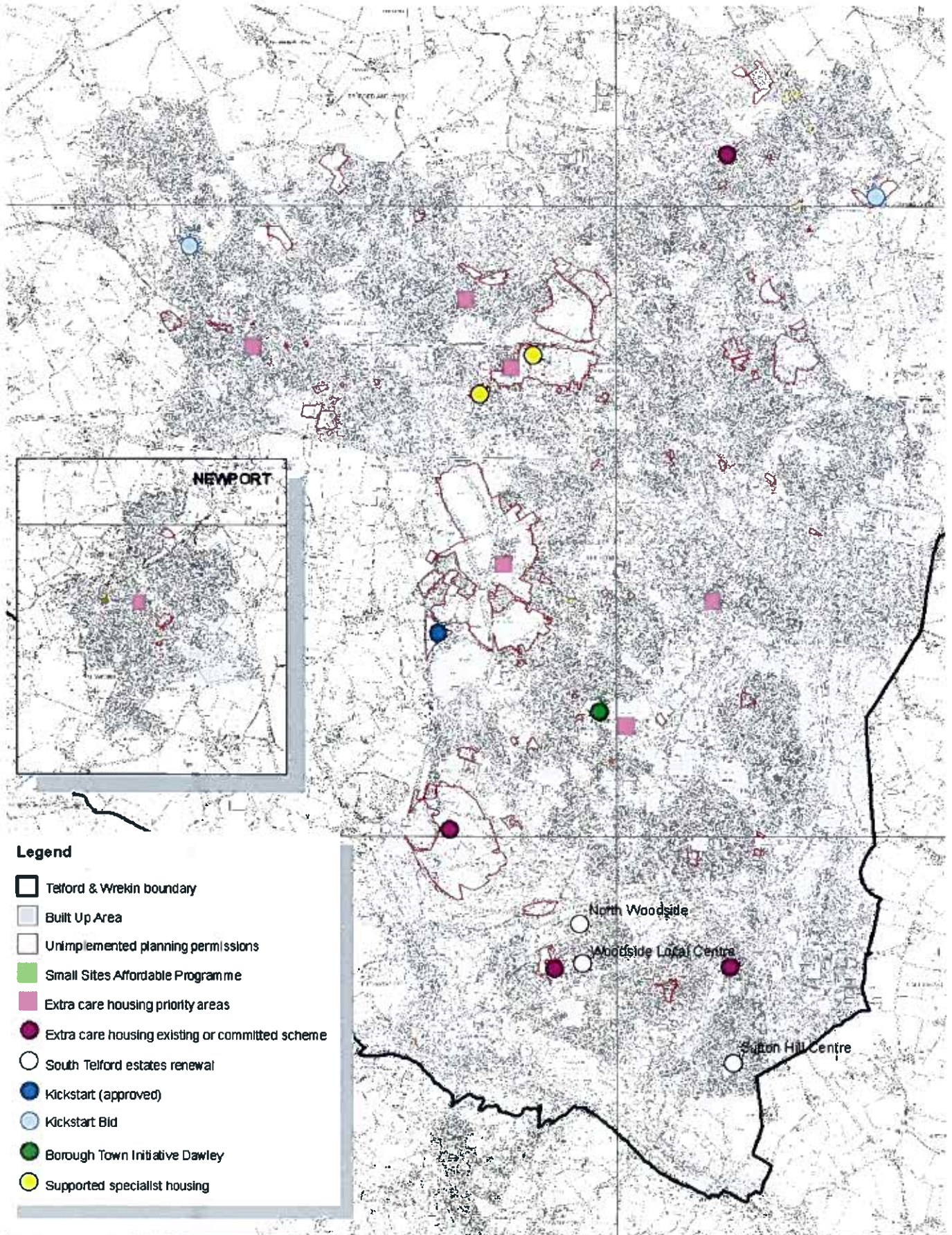
- **Securing Sustainable Housing Development;**
- **Housing Led Regeneration;**
- **Good Housing for All.**

A series of strategic priorities have been established which will underpin investment decisions and set a context for commissioning of partners e.g. housing associations:-

Commissioning Priority	Strategic Need
Securing Sustainable Housing Development	
<ul style="list-style-type: none"> • Strategic housing sites (Lawley, Lightmoor, Telford Millennium Community) 	Significant public investment has already been committed to these sites and it is important that they are completed successfully.
<ul style="list-style-type: none"> • Supporting delivery of other 'stalled sites' across the Borough 	The recession has meant that building work on some sites being halted or delayed. In some cases this has led to delays in other schemes, some of which have already been allocated NAHP funding by HCA. A number of creative approaches are being developed to help unlock some of these schemes. This priority recognises the need to support both volume and smaller, local housebuilders
Housing-Led Regeneration	
<ul style="list-style-type: none"> • Regeneration of the South Telford Estates 	The physical regeneration of former New Town Development Corporation housing is needed urgently. Current priorities focus on Woodside and Sutton Hill.
<ul style="list-style-type: none"> • Regeneration of the Borough Towns 	Elsewhere in the Borough the Council is seeking to regenerate the Borough Towns. Dawley is prioritised within this Plan given its housing led focus
Good Housing for All	
<ul style="list-style-type: none"> • Affordable provision – including Newport and the rural area 	The most recent Strategic Housing Market Assessment (SHMA) for the borough shows that there is an annual shortfall of some 1,240 affordable homes each year. While the majority of this should be for social rent, there is also a

	<p>need for other forms of affordable homes and opportunity should be taken wherever appropriate to support individuals who wish become homeowners, through a range of mechanisms.</p> <p>Affordability and lack of supply are particular issues in the market town of Newport and the rural part of the borough.</p>
<ul style="list-style-type: none"> Supported and specialist housing including extra care housing 	<p>The population of the borough is ageing rapidly and there is need for a greater range of extra care housing, particularly in the north of the borough and Newport.</p> <p>The Council has agreed a target of providing an additional 500 units of extra care housing in the 15 years to 2021. There is a continuing need for a wider range of housing options for a number of vulnerable groups in order to help them to live independently.</p> <p>There is a need for homes that are suitable for wheelchair users and, more generally, for future homes to be built to the 'Lifetime Homes Standard'</p> <p>There is also a need to provide a greater number of larger (3+ bedrooms) properties to meet the needs of larger families.</p> <p>The most recent Sub Regional Gypsy & Traveller Accommodation Assessment (GTAA) for the borough indicates a need for both fixed and transit provision. The Council is in the process of considering local needs.</p>
<ul style="list-style-type: none"> Existing Housing Stock 	<p>The most recent cross tenure Stock Condition Survey for the borough (2008) shows that around 21% of homes do not meet the national 'Decent Homes Standard'. Investment in improving the existing housing stock of the borough will need to be made by the appropriate bodies.</p> <p>New housing development in any one year represents only a small proportion of the existing housing stock of the borough. It will be important to make the best use of this existing housing, e.g., by the conversion or adaptation of existing</p>

	homes where appropriate and addressing any long term empty properties. ,
<ul style="list-style-type: none"> • Other schemes of strategic importance or benefit to the Borough 	<p>Telford & Wrekin has a range of housing needs and commissioners will support schemes that can be clearly shown to contribute to one or more strategic priority e.g. the prevention of homelessness, enabling vulnerable people to live independently</p> <p>The partners will also prioritise schemes that lever in other public and private sector investment.</p>



Legend

-  Telford & Wrekin boundary
-  Built Up Area
-  Unimplemented planning permissions
-  Small Sites Affordable Programme
-  Extra care housing priority areas
-  Extra care housing existing or committed scheme
-  South Telford estates renewal
-  Kickstart (approved)
-  Kickstart Bid
-  Borough Town Initiative Dawley
-  Supported specialist housing

 <p>Telford & Wrekin Council</p>	<p>Borough of Telford & Wrekin Dunby House Leam Central Telford TF3 4LB</p>	<p>Title: Local Investment Plan: Telford & Newport Delivery Programme</p> <p><small>Reproduced from the Ordnance Survey map with the permission of the Controller of Her Majesty's Stationery Office © Crown copyright. Unauthorised reproduction in any form is prohibited by law. Ordnance Survey is a registered trademark of Ordnance Survey Limited. Date: 2009</small></p>	<p>Scale: 1:40,000</p> <p>Date: December 2009</p> <p>Drawn By: Steve Anslow</p>	<p>N</p> 
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