

SCHEDULE []

OTHER CONTRIBUTIONS

N.B If the impact of the development and LDF/local plan policy justify it other payments may be requested. Such as:

1. HOUSEHOLD WASTE AND RECYCLING
2. ARCHAEOLOGY AND HISTORIC ENVIRONMENT
3. BIODIVERSITY AND THE NATURAL ENVIRONMENT
4. FIRE AND RESCUE
5. LIBRARIES
6. MUSEUMS
7. ARCHIVES
8. PUBLIC ACCESS (PERMISSIVE PATHS)
9. BIRD MANAGEMENT
10. SITE MANAGEMENT
11. WOODLAND PLANTING
12. OPEN SPACES
13. POLICE/COMMUNITY SAFETY
14. PUBLIC ART
15. TRANSPORT (SUSTAINABLE)
16. COMMUNITY FACILITIES

The list above is not considered to be exhaustive.

In each case I would suggest a generic payment clause be used in the same manner as off site affordable housing and education – which gives a covenant by the Owner to pay and reciprocal covenant by the Council to use the money for a particular purpose. In some cases it may be possible for the contribution to be made in kind – i.e. “a woodland planting scheme to be agreed and carried out...” “household waste and recycling – receptacles to be provided on completion of each Dwelling”.

Where a Unilateral Undertaking is involve there can be no reciprocal covenant by the Council to repay the contribution following the expiry of 10 years and the clause should be amended accordingly to reflect this by using the draft Unilateral Undertaking schedule below.

Section 106 Agreement Draft Schedule

1. The Owner covenants to pay to the [County] Council [on execution of this Agreement/on Commencement of Development/prior to Completion of XX dwellings within the Development] the [] Contribution
2. The [County] Council covenant to use the [] Contribution for the provision [and enhancement] of [] at/within the general area of the Development
3. In the event that there is any surplus from the [] Contribution remaining unexpended after the expiry of (10) years commencing on the date of receipt (**PROVIDED ALWAYS** that money not yet spent by the [County] Council but committed by a contract for the provision or measures which have already been commenced at the expiry of the relevant period shall be treated as expended) then the [County] Council shall repay the surplus to whomever shall have paid the [] Contribution

Unilateral Undertaking Schedules

- 1 The Owner covenants to pay to the [County] Council on execution of this Agreement/on Commencement of Development/prior to completion of the XX Dwelling the sum of XXXXXXXX Pounds (£XXXXXXXX) to be used by the [County] Council for the provision or enhancement of [] facilities at *[insert name(s) of school(s)]* or [within the general area of the Development]
- 2 *[Where the sum is not paid on execution of the agreement]* The said sum of XXXXXXXX Pounds (£XXXXXXXX) shall be index linked from the date of this agreement until the date of actual payment in accordance with the Price Index