



PLANNING OBLIGATIONS ANNUAL REPORT – 2021/2022

Report by Chief Officer Place

1 PURPOSE OF REPORT

- 1.1 The purpose of this report is to provide details of:
- a) The framework in which planning obligations secure developer contributions and governance behind their spent;
 - b) The planning obligations entered into by the Council in financial year 2021/2022; and
 - c) The value of contributions paid to the Council in financial year 2021/2022.

2 BACKGROUND

- 2.1 Midlothian Council as the local planning authority has a legal responsibility to determine planning applications in accordance with the development plan, unless material planning considerations indicate otherwise. In determining a planning application, planning conditions and/or a planning obligation can be used to make a development acceptable in land use planning terms.
- 2.2 The use of planning obligations to secure developer contributions, transfer land, restrict uses of land or require physical works, is governed by:
- Legislation;
 - Scottish Government guidance;
 - case law;
 - planning policy; and
 - good practice and procedures.
- 2.3 The purpose of this report is to focus on the use of planning obligations to secure financial contributions. Planning obligations are also referred to as a legal agreement or a section 75 agreement.
- 2.4 The Planning (Scotland) Act 2019 provides that local planning authorities will be required to annually publish details of planning obligations that have been entered into. Whilst these provisions have not yet been enacted by secondary regulations it is considered good practice for such reporting to commence.

3 THE PLANNING OBLIGATIONS FRAMEWORK

The Legal Framework

Section 75 of Town and Country Planning (Scotland) Act

- 3.1 Section 75 of the Town and Country Planning (Scotland) Act 1997, as amended by the Planning etc. (Scotland) Act 2006 provides a legal mechanism whereby developers can address the impact of their development on the local community through the provision of a financial contribution towards infrastructure, which in turn make the development acceptable in planning terms. Because of this mechanism, planning obligations are often referred to as section 75 agreements.

Section 69 of the Local Government (Scotland) Act 1973

- 3.2 Alternatively, an applicant for planning permission can make a one off financial contribution under Section 69 of the Local Government (Scotland) Act 1973 towards infrastructure costs required to mitigate the impact of a proposed development.

Modification and Discharge of Planning Obligations

- 3.3 The Planning etc. (Scotland) Act 2006 makes provisions for a landowner/developer to apply to the local planning authority to modify or discharge an existing planning obligation and also makes provision for making an appeal to the Department of Planning and Environment Appeals (DPEA) on behalf of Scottish Ministers in the event of the refusal of such an application. An applicant wishing to modify or discharge a planning obligation must formally apply to do so.
- 3.4 Midlothian Council should not consider any proposed amendments to an agreement without a formal application following the requirements set out in *The Town and Country Planning (Modification and Discharge of Planning Obligations) (Scotland) Regulations 2010*.
- 3.5 The right to apply to modify a planning obligation is open to the applicant, but not the Council as the determining authority – if the Council wish to change an agreement it must seek the agreement of the applicant and then they must apply to modify the agreement.

Scottish Government Guidance - Circular 03/2012: Planning Obligations and Good Neighbour Agreements

- 3.6 Circular 03/2012: Planning Obligations and Good Neighbour Agreements sets out Scottish Government guidance on planning obligations and good neighbour agreements. The advice and guidance outlined in the circular provides a framework for preparing planning policies and supplementary guidance. In seeking and drafting an

agreement, the circular sets out five tests for consideration if in determining if an obligation is required and the content of that obligation if it is determined to be appropriate. The tests are:

- necessary to make the proposed development acceptable in planning terms;
- serve a planning purpose and, where it is possible to identify infrastructure provision requirements in advance, should relate to development plans;
- relate to the proposed development either as a direct consequence of the development or arising from the cumulative impact of development in the area;
- fairly and reasonably relate in scale and kind to the proposed development; and
- be reasonable in all other respects

Necessity Test

- 3.7 Planning obligations or other legal agreements should not be used to require payments to resolve issues that could equally be resolved in another way. Where a planning permission cannot be granted without some restriction or regulation, and before deciding to seek a planning obligation, the planning authority should consider the following options in sequence:
- i) The use of a planning condition: Planning conditions are generally preferable to a planning or legal obligation, not least as they are likely to save time and money for all concerned.
 - ii) The use of an alternative legal agreement: for example, an agreement made under a different statute, such as the Local Government (Scotland) Act 1973, the Countryside (Scotland) Act 1967, the Sewerage (Scotland) Act 1968, the Roads (Scotland) Act 1984 etc. A planning obligation is not necessary where the obligations for a landowner or developer may be implemented, for example, by a one-off payment towards the cost of infrastructure provision or the maintenance of open space. There should be a presumption that this option be used where contributions are being sought for community benefits, which, while desirable, do not directly serve a planning purpose. Such benefits might include, for example, provision of infrastructure, which is desirable but not essential. While it would be for a planning authority to satisfy itself that a legal agreement was required, a legal agreement made under other legislative powers would not necessarily be required to meet all the policy tests required of planning obligations.
 - iii) The use of a planning obligation: Planning authorities should be clear that a planning obligation is only necessary where successors in title need to be bound by the required obligation, for example, where phased contributions to infrastructure are required.

Planning purpose Test

- 3.8 Planning authorities should satisfy themselves that an obligation is related to the use and development of land. This judgement should be rooted primarily in the development plan. This should enable potential developers to be aware when undertaking development appraisals and in designing their proposals of the:
- likelihood of a planning obligation being sought, and,
 - likely financial requirements of that planning obligation.

Relationship to proposed development Test

- 3.9 Planning obligations must relate to the development being proposed. Where a proposed development would either; create a direct need for particular facilities, place additional requirements on infrastructure (cumulative impact) or have a damaging impact on the environment or local amenity that cannot be resolved satisfactorily through the use of planning conditions or another form of legal agreement, a planning obligation could be used provided it would clearly overcome or mitigate those identified barriers to the grant of planning permission. There should be a clear link between the development and any mitigation offered as part of the developer's contribution. In addition, when determining whether a planning obligation is required, planning authorities should take account of the existence of any other agreements or conditions relating to infrastructure provision that already apply to the development.
- 3.10 Planning obligations should not be used to extract advantages, benefits or payments from landowners or developers, which are not directly related to the proposed development. The obligation should demonstrate that this test is met by specifying clearly the purpose for which any contribution is required, including the infrastructure to be provided.
- 3.11 In reaching decisions on applications for planning permission, planning authorities should attach no weight to offers made to undertake works, donate monies, or provide other incentives if these do not meet the tests contained in this circular for inclusion within an obligation. Planning authorities should also not be influenced by the absence of such offers. Authorities should bear in mind that obligations may be subsequently challenged either through an application to modify or discharge the obligation, on appeal against refusal to modify or discharge, or indeed in the Courts.

Scale and Kind Test

- 3.12 Planning obligations must be related in scale and kind to the proposed development. Developers may, for example, reasonably be expected to pay for, or otherwise contribute towards the provision of, infrastructure, which would not have been necessary but for the

development. In assessing such contributions planning authorities may take into account the cumulative impact of a number of proposed developments, and use obligations to share costs proportionately. An effect of such infrastructure investment may be to confer some wider community benefit but contributions should always be proportionate to the scale of the proposed development. Attempts to extract excessive contributions towards the costs of infrastructure or to obtain extraneous benefits are unacceptable.

- 3.13 Planning obligations should not be used to resolve existing deficiencies in infrastructure provision or to secure contributions to the achievement of wider planning objectives, which are not strictly necessary to allow permission to be granted for the particular development. Situations may arise where an infrastructure problem exists prior to the submission of an application for planning permission. Where the need to improve, upgrade or replace that infrastructure does not arise directly from the proposed development then planning authorities should not seek to address this through a planning obligation. It is inappropriate to grant planning permission for a development which would demonstrably exacerbate a situation which was clearly already unsatisfactory.
- 3.14 Entering into an obligation can have financial consequences for developers and may make proposals uneconomic. Cash flow will also be affected where substantial sums of money have to be paid either before the development gets under way or at an early stage in construction. Staged or phased payments could help the overall viability and success of a project.
- 3.15 This is particularly relevant where infrastructure requires to be put in place before the development is completed, but the cost of doing so would make the development unviable. Planning authorities should give consideration to the possibility of infrastructure being funded, and development thus enabled, through other mechanisms, with costs being recovered through staged payments as development progresses.

Reasonableness Test

- 3.16 Planning obligations should be reasonable in the circumstances of the particular case. The following questions should be considered:
- is an obligation, as opposed to conditions, necessary to enable a development to go ahead? (this question should have regard to the necessity test set out in paragraph 15 above)
 - in the case of financial payments, will these contribute to the cost of providing necessary facilities required as a consequence of or in connection with the development in the near future?
 - is the requirement in the obligation so directly related to the regulation of the proposed development that it should not be permitted without it?

- will the obligation mitigate the loss of, or the impact upon, any amenity or resource present on the site prior to the development?
- 3.17 Where the answer to any of the questions would be no, a planning obligation is generally not appropriate.

Case Law

- 3.18 The implementation and interpretation of the legislation and the Scottish Government guidance has been refined in response to legal challenge and appeals – key decisions in this regard is referred to as case law. The most significant decisions are as follows:
- 3.19 In Aberdeen City and Shire Strategic Development Planning Authority v Elsick Development Co Ltd [2017]; the Supreme Court confirmed the Court of Session’s earlier decision to quash the Aberdeen City and Shire Supplementary Planning Guidance on developer contributions. This was because the connection between the sites making financial contributions and the infrastructure that was being contributed towards was too trivial and was contrary to the tests set out in Circular 03/2012. It was considered not appropriate for developers to pay into a ‘general pot’ (in this case towards transportation infrastructure) – there has to be a clear link between the proposed development and a consequential need to deliver a specific piece of infrastructure.
- 3.20 In *R (on the application of Wright) v Resilient Energy Severndale Ltd & Anor [2019]*; the Supreme Court confirmed earlier decisions by the High Court and Court of Appeal to quash a planning permission granted by Forest of Dean District Council for a wind turbine. The Council in granting planning permission for the turbine had taken into account the developers offer to make a financial contribution to the local community. The Supreme Court in making their judgement commented:
- “Resilient Severndale required planning permission for the carrying out of “development” of the land in question, as that term is defined in section 55(1) of the 1990 Act. The community benefits to be provided by Resilient Severndale did not affect the use of the land. “Instead, they were proffered as a general inducement to the Council to grant planning permission and constituted a method of seeking to buy the permission sought, in breach of the principle that planning permission cannot be bought or sold”*
- 3.21 In *R v South Holland DC ex parte Lincoln Co-operative Society (2001)*; a developer had offered the local planning authority £100,000 to redress the harmful effect of granting planning permission for a supermarket. The development was contrary to the development plan and a previous application for permission for the same development without any S106 (English version of S75) offer accompanying it had been earlier refused. Quashing the grant of planning permission, the

High Court held that although the planning obligation was one, which the local authority was entitled to take into account, it was at the very lower end of materiality; but that the weight to be given to it was entirely a matter for the decision maker. However there had been no evaluation of what could be achieved with that sum; and the decision was so much against the weight of the material before the authority that the only conclusion to be drawn was that the decision was obviously wrong. There were also no rational grounds for believing that the sum of £100,000 could significantly redress the harm envisaged by the development let alone outweigh it. The decision was such that no reasonable authority could have taken it.

Planning Policy

- 3.22 There is a legal requirement to determine planning applications, including any associated planning obligation, in accordance with the development plan, unless material planning considerations indicate otherwise.
- 3.23 The development plan is comprised of the Edinburgh and South East Scotland Strategic Development Plan (June 2013) and the Midlothian Local Development Plan 2017 (MLDP), adopted in November 2017. SESplan June 2013 is older than five years. A replacement SESplan was prepared but rejected by Scottish Ministers in May 2019. The Planning etc. (Scotland) Act 2019 removed the duty to prepare Strategic Development Plans, placing strategic planning matters within a National Planning Framework (NPF) to be prepared by Scottish Ministers. Once approved, the NPF (which has been subject to consultation and is currently sitting with Scottish Ministers for final adoption) will form part of the development plan alongside local development plans. Until NPF is approved (likely to be autumn 2022), SESplan remains part of the development plan albeit increasing out of date.
- 3.24 Policies *IMP1: New Development* and *IMP2: Essential Infrastructure Required to Enable New Development to Take Place* of the MLDP require the developer to deliver, or contribute to, the required infrastructure to mitigate the impact of the development. Separately policy *DEV3: Affordable and Specialist Housing* enables the Council to secure affordable housing provision.
- 3.25 The above stated policies and the settlement statements within the MLDP specifically set out the topic areas for developer contributions connected to each allocated site from the following range of matters:
- Education provision;
 - Transport infrastructure (including towards Borders Rail, the A7 urbanisation scheme, Sheriffhall Roundabout upgrade and the A701 realignment and A702 spur);
 - Affordable housing provision (which could include a financial contribution);
 - Community facilities;

- Sport and leisure facilities;
 - Town centre improvements;
 - Open space and play provision/upgrades
- 3.26 The requirements set out in the MLDP are to mitigate the consequential impact of the allocated development and are associated with capital expenditure, not ongoing revenue costs (which in theory, are covered by increased revenue indirectly arising from the development).
- 3.27 Updated Supplementary Guidance is being prepared, setting out Midlothian Council's detailed requirements in respect of planning obligations to be secured from new development and provides further detail in support of the MLDP. The guidance will replace the Developer Contributions (2012) Supplementary Planning Guidance and Affordable Housing (2016) Supplementary Planning Guidance.

Good Practice and Procedures

The Negotiation of Planning Obligations

- 3.28 MLDP policies and the Circular tests (reference above) form the basis for a planning obligation. If the Council has determined that, it is 'minded to grant planning permission' on the basis that it is only acceptable if provision is made towards essential infrastructure, then a planning obligation will be required. Officers prepare Head of Terms, essentially a framework document that sets out the value of the contributions sought, what the contributions are to be utilised towards and triggers for payments and the delivery of affordable housing. There is usually a degree of negotiation between the Council and the prospective developer over the Heads of Terms – planning obligations, (legal agreements) are agreements to be signed by both parties, not imposed requirements as in the case of planning conditions. The agreed Heads of Terms then forms the basis for solicitors representing both parties to prepare a formal legal agreement, which has to be signed by all parties and received by Registers of Scotland before the planning permission can be issued. The Councils Head of Terms are currently negotiated by the Planning Service and signed off by the Executive Director Place.
- 3.29 The above is the essence of the process for a Section 75 agreement. A Section 69 agreement is similar but the agreement is generally less complex (because it secures a one off, upfront payment to the Council – usually used for small scale developments) and does not require registration with Registers of Scotland.

Midlothian Council's Own Developments

- 3.30 The Council itself is one of the largest house builders in Midlothian delivering social housing. Developer contributions are secured as with private developments, however the Council cannot enter into a legal

agreement with itself. Nonetheless, Head of Terms are agreed in the same way as other planning obligations. The Heads of Terms then provide for the transfer of monies from the Housing Revenue Account (HRA) to the General Fund to provide for the delivery of identified infrastructure. In the interests of equity, consistency, transparency and the Council's fiduciary responsibility as a public authority it is important that it treats itself in the same way as it would a private developer.

Monitoring of Obligations

- 3.31 The Council has been proactively monitoring agreements since 2015. Monitoring activity principally involves checking whether a development has commenced and thereafter checking completion certificates issued by the Council as Building Standards authority. Usually the trigger for contribution payments is on the completion of a set number of dwellings, completion of a building (in the case of commercial development). Once a payment trigger has been identified as being reached the Council's finance team issue an invoice to the developer for the payment of the contribution. The agreements provide for the payment of late interest at 8% above the Bank of England base rate. Whilst there is a good professional working relationship between house builders and officers of the Council which generally results in timely payments of the correct amounts due, on a number of occasions in the last 5 years late payment interest has been charged and secured in respect of payments that were materially late. For the most part, the major house builders operating in Midlothian now proactively advise the Council when a payment trigger is approaching which is welcome and helpful.
- 3.32 Bi annual monitoring reports are presented to the Council's Capital Plan and Asset Management Board.

Modification of Planning Obligations

- 3.33 Once an agreement has been completed and planning permission issued it is then open to a developer to apply to modify or discharge provisions within the agreement. Modifications/variations are not uncommon and the reasons for them can include; adjustments to the trigger points for payments, providing for new planning permissions for the same site to be bound by the agreement, addressing changes in circumstance such as known costs for infrastructure and changing how an element of infrastructure is to be provided. It will also sometimes be the case that a developer will seek to modify or discharge an obligation on the basis that what is provided for is (in their view) unnecessary and or does not meet the tests set out in Circular 03/2012. The Council is required to consider what is proposed against the Circular tests, it cannot simply take the position that a developer originally agreed to pay a contribution at the time of the original agreement being drafted and therefore that position must be maintained. As the granting of a planning permission will be dependent upon a planning obligation

being completed a developer will sometimes agree to planning obligation provisions that they have reservations about, but enables the agreement to be completed and the planning permission secured. This avoids the uncertainty and delay of pursuing a planning appeal when the Council has resolved to support the scheme itself. The developer then has the opportunity to seek to modify the elements of the planning obligation that they have issue with, whilst having the benefit of the planning permission. In the event that the modification of a planning obligation is refused the right of appeal is to the Scottish Ministers. A developer taking such steps is operating entirely legitimately and the Council needs to be able to substantiate the requirement and basis for an obligation.

- 3.34 A case study to note - Aberdeenshire Council required that the granting of planning permission for wind turbines was subject to a planning obligation to secure a financial contribution towards affordable housing. In due course the developer applied to modify the agreement on the basis that this requirement failed to meet the Circular tests - a financial contribution towards affordable housing having no relationship to the acceptability of a wind turbine. Aberdeenshire duly refused the modification on the basis that the developer had agreed to make the contribution originally and it accorded with the Council's policy (in the Council's view). At the subsequent appeal the Scottish Ministers concluded that the developer had originally agreed to the contribution was in essence not relevant, secondly there did not appear to be such a policy as referenced by Aberdeenshire and furthermore there was no relationship between the acceptability or not of the wind turbines and an affordable housing commuted sum. The appeal was allowed and in addition expenses awarded against that Council for acting unreasonably.

Planning Applications, Decision Making and Planning Obligations

- 3.35 It is also worth noting that ultimately decisions about planning obligations become binary matters for the parties involved because for an obligation to be completed it requires agreement between the parties. For example, a Council may set out categories of contributions and quantum's for those contributions to a developer. The developer may express the view that some of those categories or the quantum cannot be justified. The Council may continue to maintain its position. Logically for the Council if it is of the view that certain provisions are necessary and the developer is not willing to provide those then the refusal of planning permission is the outcome. In coming to such a decision the Council would want to have regard to the potential prospect for success if an appeal against refusal were to be made and/or the prospects for managing to sustain a particular position under cross examination by leading counsel at a public inquiry. Planning obligations cannot be a matter of Councils just seeing what they can secure nor can planning permission be refused if a developer contribution requirement is not based on policy and the circular tests.

Planning Obligations – a potential perspective from local communities

- 3.36 It is not an uncommon complaint from local communities that the local planning authority does not secure sufficient contributions towards infrastructure and the Council should negotiate harder with developers. The Council however cannot demand a wish list of contributions (unless substantiated by development plan policy) from developers. Furthermore, negotiations take place in the context of development plan policies and the circular and those would form an important context for any appeal to the Scottish Ministers. Whilst negotiations do need to be approached in a professional and robust manner an overly hard-line approach by a Council may result in an appeal and reduced contributions compared to that, which could have been agreed between the applicant and the Council.
- 3.37 Whilst there may sometimes be the potential for contemplating a particularly positive outcome having been achieved in negotiations, that needs to be considered in the context that a modification and appeal may follow. It is also worth bearing in mind that decisions by public authorities are potentially subject to judicial review by the Courts and the Council needs to be mindful of this both when seeking or indeed *not* seeking planning obligations. Each individual component and quantum of contribution also needs to be justified rather than an overall amount agreed and then divided up and distributed amongst pieces of infrastructure.

Planning Obligations – a potential perspective from Developers

- 3.38 It is not wholly uncommon for developers to complain that obligation requirements are unfair or would in their view render the development unviable. A developer merely asserting that the contributions render the development is unviable does not make it so – it needs to actually be verified by the Council by the submission of financial and development costs information.
- 3.39 If it is verified that there is a viability issue - that is not the 'silver bullet' (from a developers point of view) that might sometimes be assumed. The Council still has to weigh up whether the benefits of the development (if there are judged to be benefits) outweigh the dis-benefits to not securing the necessary contributions. This is particularly so in relation to education contributions because the Council has a statutory duty to provide schooling places – if a development gives rise to more pupils and does not fund the those places – the Council will have to fund the places itself. A Council may also find itself open to challenge if it decides not to require contributions from developer A but does require them from developer B when the circumstances of the two cases are comparable.

Spending of Contributions in Midlothian

- 3.40 In terms of the spending of contributions, the vast majority of contributions are de facto self-selecting as to what they can be utilised towards, most notably education contributions and contributions towards the various elements of strategic transport infrastructure. There are however some areas; play/open space, community facilities and town centre improvements where there is potentially a degree of discretion in some instances as to what infrastructure might be delivered and by whom. Such contributions are as such the responsibility of relevant service areas within the Council. Proposed capital spending is required to be reported to the Council's Capital Plan and Asset Management Board (Chaired by the Executive Director Place) and if agreed by the board is reported to Council for decision. It is worth noting that the majority of contributions secured in planning obligations are subject to time expiry clauses, i.e. if the contribution is not expended or legally committed within a specified period from when it is paid (most usually 10 years) it has to be returned to the developer. This highlights the importance of monitoring planning obligations. Contributions are also required to be spent in accordance with the provisions of the agreement. It is worth noting that particularly in relation to education infrastructure this Council forward funds new schools and extensions that assists in timely delivery. The developer contributions when they arrive and are therefore in effect paying the Council back for infrastructure that has already been delivered. For example, the Council is still collecting contributions towards the additional capacity created in the new St David's RC High School, which opened in 2003.

4 PLANNING OBLIGATIONS ENTERED INTO IN 2021/2022

- 4.1 Appendix 1 attached to this report sets out the details of the planning obligations that were entered into in the last financial year (2021/2022). A total of £9,504,501.23 has been secured – note some payments will be indexed linked and as such will increase with inflation.

4 PLANNING OBLIGATIONS PAYMENTS RECEIVED IN 2021/2022

- 4.2 Appendix 2 attached to this report sets out the details of the planning obligations that were received in the last financial year (2021/2022). A total of £12,127,065.16 has been recovered.

5 RECOMMENDATION

5.1 It is recommended that the Committee:

- i) notes the information set out in the report and attached appendices; and
- ii) receive an annual report setting out the level of developer contributions secured by planning obligations and the sum of developer contributions recovered within the reporting financial year.

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Date: 19 August 2022

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Background Papers: Planning obligations and their associated planning applications.

Appendix 1: Planning Obligations Entered into 2021/22

Site	Proposed Development	Reference	Developer	Total Base Value at BCIS 2019 Q4 (333)	No of Affordable Units
Land at Gore Avenue and Newbyres Crescent, Gorebridge	Erection of 46 flatted dwellings; 17 dwellinghouses and 12 extra care units; formation of access roads and car parking; SUDS features and associated works	18/00099/DPP	Midlothian Council	£18,351.00	All
Land North of Seafield Road, Bilston	Erection of 31 dwellinghouses; formation of access roads and car parking and associated works	19/01019/DPP	Taylor Wimpey	£594,177.00	8
Land SE of Tynewater Primary School, Pathhead	Erection of 42 dwellinghouses and 4 flatted dwellings; formation of access road and car parking and associated works	20/00538/DPP	Muir Homes	£493,554.00	12
6 Kentigern Mall, Penicuik	Change of use of retail storage to 7 flatted dwellings, external alterations including formation of door and window openings and balconies;	21/00335/DPP	Sheet Anchor Evolve (London) Ltd	£13,587.34	n/a
Former Newbattle Community High School, Dalkeith	Erection of 90 dwellings; formation of access road, car parking, landscaping and associated works	21/00877/DPP	Midlothian Council	£1,401,471.00	All
Land at the Cockatoo, Millerhill	Erection of 10 dwellinghouses; formation of access and associated works	20/00314/DPP	Cockatoo Bar and Restaurant	£222,291.89	n/a
Land North East of Sheriffhall Park and Ride, Shawfair	Erection of sport and leisure club; formation of access roads, car parking and associated works	20/00906/PPP	David Lloyd	£66,647.00	n/a
Land East of Auchendinny	Residential development including formation of access roads, parking, SUDS features and associated works and land safeguarded for possible education use	20/00089/DPP	SMH/Avant Homes/Miller Developments	£6,694,422	99
Total				£9,504,501.23	

Appendix 2: Planning Obligation Payments Received 2021/22

Site	Application Reference	Developer	Category	Total Amount Paid in the Financial Year
Land 470M West Of Corby Craig Terrace Bilston Roslin	17/00968/DPP	Taylor Wimpey	Non-Denom Secondary Education	£510,127.87
Land 470M West Of Corby Craig Terrace Bilston Roslin	17/00968/DPP	Taylor Wimpey	Non-Denom Primary Education	£836,316.45
Housing Site S Land To The East And West Of Hunterfield Road Gorebridge	07/00352/FUL	Persimmon	Non-Denom Secondary Education	£580,503.20
Housing Site S Land To The East And West Of Hunterfield Road Gorebridge	07/00352/FUL	Persimmon	Non-Denom Primary Education	£47,444.80
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Non-Denom Secondary Education	£104,107.77
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Non-Denom Primary Education	£145,448.80
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Non-Denom Primary Education	£82,870.64
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Non-Denom Primary Education	£456,155.54
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Penicuik Nursery Capacity	£27,450.53
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Denom Primary Education	£140,622.25
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Denom Secondary Education	£18,900.00
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Penicuik Pool/Library	£440,399.40
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Penicuik Pavilion	£52,115.00
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	Penicuik All Weather Pitch	£56,442.40
Land Between Deanburn And Mauricewood Road Penicuik	17/00068/DPP	CALA	A702 Roundabout and Associated Works	£738,423.16
Land To North And South Of Lasswade Road Dalkeith	14/00420/PPP	Dandara	Border Rail	£99,263.44
Land To North And South Of Lasswade Road Dalkeith	14/00420/PPP	Dandara	Denominational Primary contribution	£21,971.97
Land To North And South Of Lasswade Road Dalkeith	14/00420/PPP	Dandara	Non Denominational Secondary Education	£314,730.25
Land To North And South Of Lasswade Road Dalkeith	14/00420/PPP	Dandara	Non-Denominational Primary Education Contribution	£205,073.81
Land South West of Tesco Superstore Dalkeith	18/00181/DPP	SC Dalkeith Limited	A7 Urbanisation	£48,823.98
Development Site H1 Wester Cowden Dalkeith	14/00444/PPP	Bellway Homes	Border Rail	£262,388.20
Development Site H1 Wester Cowden Dalkeith	14/00444/PPP	Bellway Homes	Denominational Secondary Contribution	£12,015.00
Development Site H1 Wester Cowden Dalkeith	14/00444/PPP	Bellway Homes	Non Denominational Secondary Education	£250,619.54
Development Site H1 Wester Cowden Dalkeith	14/00444/PPP	Bellway Homes	Town Centre Improvements	£24,072.30
Development Site H1 Wester Cowden Dalkeith	14/00444/PPP	Bellway Homes	Denominational Primary contribution	£58,041.01
Development Site H1 Wester Cowden Dalkeith	14/00444/PPP	Bellway Homes	Non-Denom Primary Education	£749,986.32
Land At Former Mayfield Inn Bogwood Road Mayfield	17/00170/DPP	Melville Housing Association	Non Denominational Secondary Education	£90,456.46
Land At Former Mayfield Inn Bogwood Road Mayfield	17/00170/DPP	Melville Housing Association	Non-Denominational Primary Education Contribution	£179,731.31

Land At Former Mayfield Inn Bogwood Road Mayfield	17/00170/DPP	Melville Housing Association	Childrens Play Mayfield	£4,337.24
Land At Former Mayfield Inn Bogwood Road Mayfield	17/00170/DPP	Melville Housing Association	Town Centre Improvements	£13,600.21
Land At Former Mayfield Inn Bogwood Road Mayfield	17/00170/DPP	Melville Housing Association	Border Rail	£15,756.00
Land At Former Mayfield Inn Bogwood Road Mayfield	17/00170/DPP	Melville Housing Association	Denominational Secondary Contribution	£1,620.00
Former Bonnyrigg Market Site High Street Bonnyrigg	17/00012/DPP	MNM Developments (Scotland) Ltd	Denominational Secondary Contribution	£1,350.00
Former Bonnyrigg Market Site High Street Bonnyrigg	17/00012/DPP	MNM Developments (Scotland) Ltd	Non Denominational Secondary Education	£77,998.27
Former Bonnyrigg Market Site High Street Bonnyrigg	17/00012/DPP	MNM Developments (Scotland) Ltd	Non-Denominational Primary Education Contribution	£131,770.00
Former Bonnyrigg Market Site High Street Bonnyrigg	17/00012/DPP	MNM Developments (Scotland) Ltd	Open Space and Play Equipment	£5,882.43
Former Bonnyrigg Market Site High Street Bonnyrigg	17/00012/DPP	MNM Developments (Scotland) Ltd	Border Rail	£24,483.99
Former Bonnyrigg Market Site High Street Bonnyrigg	17/00012/DPP	MNM Developments (Scotland) Ltd	A7 Urbanisation	£25,385.22
Land Bounded By A702 Old Dalkeith Road And The Wisp Millerhill Dalkeith	02/00660/OUT	Shawfair LLP	Shawfair Public Transport	£90,093.14
Land Bounded By A702 Old Dalkeith Road And The Wisp Millerhill Dalkeith	02/00660/OUT	Shawfair LLP	Border Rail	£55,884.80
Land Bounded By A702 Old Dalkeith Road And The Wisp Millerhill Dalkeith	02/00660/OUT	Shawfair LLP	Shawfair Combined Education	£494,302.70
Land Bounded By A702 Old Dalkeith Road And The Wisp Millerhill Dalkeith	02/00660/OUT	Shawfair LLP	Denominational Secondary Contribution	£5,265.00
Land Bounded By A702 Old Dalkeith Road And The Wisp Millerhill Dalkeith	02/00660/OUT	Shawfair LLP	Sheriffhall Roundabout	£46,690.28
Land North Of Dalhousie Dairy Bonnyrigg	16/00712/PPP	Walker Group	Border Rail	£45,955.00
Land North Of Dalhousie Dairy Bonnyrigg	16/00712/PPP	Walker Group	Denominational Secondary Contribution	£4,725.00
Land North Of Dalhousie Dairy Bonnyrigg	16/00712/PPP	Walker Group	Non Denominational Secondary Education	£268,973.48
Land North Of Dalhousie Dairy Bonnyrigg	16/00712/PPP	Walker Group	Non-Denominational Primary Education Contribution	£553,141.78
Site Hs11 Dalhousie South Bonnyrigg	18/00740/DPP	Walker Group	A7 urbanisation	£348,278.52
Site Hs11 Dalhousie South Bonnyrigg	18/00740/DPP	Walker Group	Open Space and Play Equipment	£122,785.19
Site Hs11 Dalhousie South Bonnyrigg	18/00740/DPP	Walker Group	Traffic Regulation Order	£2,000.00
Land Previously Occupied By The Roslin Institute Roslin	13/00877/PPP	Taylor Wimpey	A701 Relief Road	£146,777.77
Land Previously Occupied By The Roslin Institute Roslin	13/00877/PPP	Taylor Wimpey	Community Facilities Roslin	£37,718.22
Land Previously Occupied By The Roslin Institute Roslin	13/00877/PPP	Taylor Wimpey	Denominational Secondary Contribution	£7,290.00

Land Previously Occupied By The Roslin Institute Roslin	13/00877/PPP	Taylor Wimpey	Non Denominational Secondary Education	£424,139.34
Land Previously Occupied By The Roslin Institute Roslin	13/00877/PPP	Taylor Wimpey	Non-Denominational Primary Education Contribution	£276,363.47
Land At Soutra Mains Farm Pathhead	20/00890/S42	Soutra Mains	Border Rail	££2,626.00
Land At Soutra Mains Farm Pathhead	20/00890/S42	Soutra Mains	Denominational Primary contribution	££1,100.00
Land At Soutra Mains Farm Pathhead	20/00890/S42	Soutra Mains	School Transport from Soutra Mains	£10,202.00
Land At Soutra Mains Farm Pathhead	20/00890/S42	Soutra Mains	Non Denominational Secondary Education Sum	£14,924.00
Land 65M West of Rosslyn Bowling Club Main Street Roslin	18/00703/DPP	BDW Trading Limited	Community Facilities Contribution	£21,050.81
Land 65M West of Rosslyn Bowling Club Main Street Roslin	18/00703/DPP	BDW Trading Limited	Non-Denominational Primary Education Contribution	£435,897.00
Land South West Of Bilston Seafield Moor Road	12/00814/PPP	Barratt Homes	Denominational Secondary Contribution	£10,125.00
Land South West Of Bilston Seafield Moor Road	12/00814/PPP	Barratt Homes	Non-Denominational Primary Education Contribution	£759,975.00
Cockpen Farm Cockpen Dean Bonnyrigg EH19 3JF	21/00608/DPP	Miller Homes	Affordable Housing commuted sum	£78,762.00
Cockpen Farm Cockpen Dean Bonnyrigg EH19 3JF	21/00608/DPP	Miller Homes	Border Rail	£6,565.00
Cockpen Farm Cockpen Dean Bonnyrigg EH19 3JF	21/00608/DPP	Miller Homes	Community Facilities Contribution	£2,670.00
Cockpen Farm Cockpen Dean Bonnyrigg EH19 3JF	21/00608/DPP	Miller Homes	Non Denominational Secondary Education	£46,775.00
Cockpen Farm Cockpen Dean Bonnyrigg EH19 3JF	21/00608/DPP	Miller Homes	Non-Denominational Primary Education Contribution	£48,360.00
Land North West of Moat View Roslin	18/00535/PPP	Barratt Homes	A701 Relief Road	£57,052.25
Land West Of The Laird And Dog Hotel High Street Lasswade	18/00382/DPP	Dimension Homes	A7 urbanisation	£5,333.12
Land West Of The Laird And Dog Hotel High Street Lasswade	18/00382/DPP	Dimension Homes	Border Rail	£5,129.68
Land West Of The Laird And Dog Hotel High Street Lasswade	18/00382/DPP	Dimension Homes	Denominational Secondary Contribution	£270.00
Land West Of The Laird And Dog Hotel High Street Lasswade	18/00382/DPP	Dimension Homes	Non Denominational Secondary Education	£16,250.94
Land West Of The Laird And Dog Hotel High Street Lasswade	18/00382/DPP	Dimension Homes	Non-Denominational Primary Education Contribution	£33,422.82
Land West Of The Laird And Dog Hotel High Street Lasswade	18/00382/DPP	Dimension Homes	Open Space and Play Equipment	£2,303.44
Land At Greenlaw Mains Mauricewood Road Penicuik	12/00745/DPP	Taylor Wimpey	Non Denominational Secondary Education	£233,198.81
Land South Of 23 Straiton Mains Loanhead	17/00979/DPP	Peel Land and Property Investments Ltd	A701 Relief Road	£347,335.80
Land 150M North West of 1 Wester Shawfair Danderhall	21/00135/DPP	Buccleuch Property (Shawfair) Ltd	Border Rail	£62,882.00
Land 150M North West of 1 Wester Shawfair Danderhall	21/00135/DPP	Buccleuch Property (Shawfair) Ltd	Sheriffhall Roundabout	£137,786.04
Total				£12,127,065.16