

ISLE OF WIGHT COUNCIL – HIGHWAYS PFI

ANNEXURE 17 – PLANNING PROTOCOL

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1. Service Provider Responsibility

- 1.1 The Service Provider is required to support the Authority in its discharge of responsibilities under The Town and Country Planning Act, The Local Land Charges Act and The Highways Act for supporting the Authority's Planning Services. The Service Provider shall undertake these services in accordance with the provisions of this Annexure 17 and the provisions of PS10 Part 10 of schedule 2 (Output Specification), clause 48 (Authority Highway Works), clause 49 (Maintainability Assessment), clause 50 (Accruals and De-Accruals), schedule 18 (Accruals and De-Accruals) and other provisions of this Contract. The Service Provider acknowledges that it may be consulted by the Authority on changes to planning policy.
- 1.2 The Authority's Planning Services perform a statutory function and are independent of the Contract. The Service Provider shall, in carrying out the Highways Development Control services, liaise with officers and members of the Authority, including but not limited to the Authority's Planning Services, Local Land Charges, Legal Services and Democratic Services departments.
- 1.3 The Authority will transfer to the Service Provider five (5) full time employees (FTEs), who are engaged in delivering services described in this Annexure 17 and provisions of Performance Standard 10 Part 10 of schedule 2 (Output Specification), from the Service Commencement Date to undertake Highways Development Control and Highway Adoptions, Searches and Street Naming and Numbering. From the Service Commencement Date, the Service Provider shall meet its obligations and support the Authority's Planning Service to deliver the Authority's statutory functions under Legislation and to this end the Service Provider will inherit an ongoing planning advice case load, and shall continue to provide a seamless support to the Authority. The Authority shall no later than four (4) weeks prior to the Planned Service Commencement Date provide to the Service Provider such information and documentation comprising the ongoing planning case load so that the Service Provider shall be able to perform its obligations under this Annexure 17 (Planning Protocol) from the Service Commencement Date.

2. Pre-Application Process

The provisions of this paragraph 2 set out the protocol to be followed in relation to pre-application discussions and services. The Service Provider acknowledges that it may be consulted on pre-application advice either by the applicant directly or via the Authority, and such requests for the Service Provider's assistance may be made formally through the Local Planning Authority, or informally.

- 2.1 The Service Provider shall comment on the impact that any proposed development may have on the highway including but not limited to the Project Network, and where considered necessary by the Authority (acting reasonably) attend any meetings with the Authority to discuss such impact.
- 2.2 Where a proposed development is considered by the Service Provider to have an impact on the Project Network the Service Provider shall determine the need for and scope for any traffic impact assessment and/or transport statement and shall agree this with the Authority.

2.3 The Service Provider shall set out any required design and construction specification in liaison with the Authority in connection with the proposed development.

2.4 Where an environmental statement is required by the Authority, the Service Provider shall provide the applicant preparing the environmental statement with an opinion on the scope of the environmental statement, but only to the same extent and in the same circumstances as the Authority would have provided such an opinion.

3. Draft Planning Applications

3.1 Where a draft Planning Application is required to be submitted, the Service Provider shall provide such advice required by the Authority which is of the same or similar nature as advice to be given by the Service Provider pursuant to paragraphs 2.1 – 2.4 above in respect of the impact of such draft Planning Application on the highway and/or the Project Network within ten (10) Business Days of the request or such other period as is agreed between the Parties (acting reasonably).

4. Formal Planning Applications

4.1 The Authority will consult the Service Provider in determining Planning Applications, Appeals, Enforcement Cases and other development and land use issues to the extent that these may impact on the Project Network, highways and transport issues.

4.2 The Authority will provide to the Service Provider an electronic link to the Planning Application within one (1) Business Day of the Planning Application being placed on the Authority's website.

4.3 The Service Provider shall assess the Planning Application and (i) specify it has no concerns, in which case the Service Provider shall identify and advise the Authority of any necessary highway improvement works (where the developer has expressed a desire for the development to be put forward for Adoption; (ii) specify it has concerns but that mitigation is possible through the imposition of Section 106 obligations or conditions or Section 278 obligations; or (iii) recommend refusal, in which case the Service Provider shall identify any reasons for refusal or relevant conditions for approval, including reviewing any transport assessment and/or transport statement regarding the impact of the Planning Application on the Project Network. The Service Provider shall provide justifications to support its assessment under (i), (ii) or (iii) above. The Service Provider shall make its assessment within the following timescales calculated from the Service Provider's receipt of the electronic link referred to in paragraph 4.2 above:

4.3.1 Ten (10) Business Days for Planning Applications not falling within paragraphs 4.3.2 or 4.3.3;

4.3.2 Fifteen (15) Business Days for Major Applications;

4.3.3 Twenty (20) Business Days for EIA Applications.

4.3A The Service Provider's assessment in clause 4.3 may conclude that:

4.3A.1 the Service Provider has identified no reasons for refusal or relevant conditions for approval;

4.3A.2 the Service Provider has identified no reasons for refusal but has identified relevant conditions for approval; or

4.3A.3 the Service Provider has identified reasons for refusal;

and in each case the Service Provider shall provide the reasons for its assessment by reference to the Authority's Planning Policies.

4.4 Where the Service Provider requires additional information in order to provide its assessment under paragraph 4.3 above, the Service Provider shall advise the Authority of the information required and the Authority may permit an extension of the time frame referred to in paragraph 4.3 where it considers that it is appropriate to do so (acting reasonably).

5. Formal Determination of Planning Application

5.1 Where the Planning Application is to be determined by the Authority's Planning Committee, the Service Provider shall upon reasonable notice from the Authority, attend any Committee Briefings, Planning Committee and attend such site visits as required by the Authority in connection with the Planning Application.

5.2 The Service Provider shall liaise with the developer and shall inform the developer of any procedures and/or requirements that the developer will have to fulfil if adoption of such roads, footways, verges and associated apparatus are to be adopted. Where the developer does not wish for such roads, footways, verges and associated apparatus to be adopted, the Service Provider shall liaise with the developer and the Authority concerning the procedures and requirements, should the developer wish to have such roads, footways, verges and associated apparatus adopted at a later date.

6. Appeals

6.1 If a Planning Application is rejected on the basis of the reasons given by the Service Provider pursuant to paragraph 4.3A and the developer makes a formal appeal, the Service Provider shall assist the Authority in reviewing the appeal and advise the Authority as necessary, including attendance at Planning Committee and other meetings as required by the Authority. **For the avoidance of doubt, the Service Provider is not responsible for the management, processes, procedures or any other matter relating to claims and appeals relating to Planning Applications save for the provision of assistance as aforementioned**

7. Supervision Period

7.1 Where a Planning Application is approved and the development is put forward for Adoption, the Service Provider shall act as agent for the Authority in relation to the Adoption. The Service Provider shall nominate a case officer to comment on the technical submission and oversee the construction of the development and comment on the acceptability of such construction.

7.2 The Service Provider, when satisfied with the technical submission, shall assist the Authority in compiling the Section 38 Agreements and/or Section 278 Agreements, including advising on any bond amounts, levels of inspection fees, and commuted sums, and in reviewing the draft Section 38 Agreements and/or Section 278 Agreements.

7.3 For the purposes of the Section 38 agreements and/or Section 278 agreements, the Service Provider shall set out any acceptability testing required in connection with the construction of the development, and witness such tests.

7.4 Upon completion of construction of the development the Service Provider shall produce an acceptability report for Adoption. Where the development is accepted for Adoption the

Service Provider shall produce a snagging items list before Adoption is confirmed and the development shall be opened to public access under the control of the developer.

8. Adoption

- 8.1 The Service Provider shall carry out an inspection of the development twelve (12) Months following acceptance for Adoption and, where the development meets the Authority's specification as set out in Performance Standard 10 of schedule 2 (*Output Specification*), the Service Provider shall recommend that the development be adopted ("**Adoption**").
- 8.2 Following Adoption, the Service Provider shall recommend to the Authority the release of any retention bond that may be held as security.
- 8.3 If the Service Provider recommends that the development is not acceptable for Adoption, the Service Provider shall issue a rectification notice to the developer and shall liaise with the developer over the period required to undertake such rectification.
- 8.4 Following the completion of such rectification, the Service Provider shall re-inspect the development. If the Service Provider is satisfied that such rectification has been satisfactorily carried out, it shall recommend the development for Adoption. If the Service Provider is not satisfied with the rectification measures already undertaken, it shall issue a further rectification notice in accordance with the provisions of paragraph 8.3 above.

9. Funding

- 9.1 The services described in this Annexure 17 and the provisions of Appendix PS10 Part 10 of schedule 2 (*Output Specification*), clause 48 (*Authority Highway Works*), clause 49 (*Maintainability Assessment*), clause 50 (*Accruals and De-Accruals*), schedule 18 (*Accruals and De-Accruals*) and other provisions of this Contract shall form part of the core service of this Contract. For the avoidance of doubt, these services shall be included in the Unitary Charge.
- 9.2 The Authority will collect all inspection fees and developer contributions under Section 38 Agreements and Section 278 Agreements ("**Highways Development Control Fee**") and will pay the Service Provider [REDACTED] of the Highway Development Control Fee, in accordance with the provisions of clause 56 (*Payment and Financial Matters*).

Appendix 1

The Authority's Development Control Fees and Charges

(September 2011)

Development Control fees

Highway Adoption

Adoption Agreement Bond / Cash Deposit	Reflective of the Scheme Costs
Section 38 Inspection Fees	7.5% of scheme costs
Section 278 Inspection Fees	8.5% of scheme costs
Section 228 Inspection Fees	8.5% of scheme costs
Section 171 Inspection Fees	7.5% of scheme costs

Commutated schemes are product / structure specific on a 20 year basis

All associated legal fees are payable by the developer direct to Legal Services.

Naming and Numbering

Existing Properties

House name change	£45.76
Rename of street where requested by residents	£228.91 + £45.10 per property

Naming and Number of New Properties

1 – 5 plots	£34.43 per plot
6 – 10 plots	£206.03
11 – 20 plots	£240.35
21 – 30 plots	£274.67
31 – 50 plots	£286.11
51 – 100 plots	£400.62
101 + plots	Price on Application

Renumbering of new developer £34.10 per plot

Naming of Street / Access Road

Naming of New Street / Access Road	No Charge
Renaming of New Street / Access Road	£288.91 + £34.10 per plot

Searches

Written response to highway status enquiry and CON290 and CON29R questions £16.50 per letter.

Please note a fee is not currently collected from the Land Charges or Planning Department in respect to the services provided by the Highways DC Team.