

Appendix B

Consultation on the draft Gedling Protocol

Comment	Response
Ashfield District	
ADC is supportive of the general aims and intent of the document.	Noted.
Welcome the constructive development of a protocol for the Management of S106 obligations and anticipated apportionment of CIL through IDP.	Noted. The protocol will focus on the process for considering the impacts of development on adjoining Councils.
Note that the IDP will underpin the protocol. However, the IDP is a “living” document and subject to change without independent examination. It would be beneficial if GBC could look to reassure ADC that infrastructure in Ashfield will be provided first in terms of contributions and assurance given that the approach will not change through subsequent administrations.	<p>The IDP is a snapshot of the situation at a point in time and will evolve through regular review an approach also adopted by ADC in their IDP. However, the level of detail for strategic allocations is greater than for strategic locations as the latter would be progressed further through the site specific DPD. Whilst it is important to be as precise as possible about specific requirements in the IDP the exact specification of services and facilities for an allocated strategic site will be taken forward through the planning application process and may vary as a result. The purpose of the protocol is to seek the engagement of adjoining LAs at these more detailed planning stages.</p> <p>For contributions determined through Section 106, then the necessary contributions and timing of these contributions will be agreed with the developer and service provider. The facility/improvement or mitigation measure will be provided where it is needed regardless of which LA it is located within. Similarly, contributions will also go to the relevant service</p>

	<p>provider regardless of the location. The IDP identified the need for new primary schools at both TWF and NPL and for contributions to secondary school places. This has been confirmed through the recent discussions with stakeholders. However, it is noted that the pre-application discussions between the developer and the LEA on the North of Papplewick Lane site has resulted in a solution involving the provision of a school annex on site.</p> <p>It is established in law that one administration cannot bind the policies of a future administration.</p>
CIL – Can assurance be given that this will be used in the first instance to offset infrastructural requirements in Ashfield first and foremost?	GBC has published the draft 123 List. The level and timing of CIL contributions would need to be phased to meet the needs of the development.
GBC also operates higher affordable housing thresholds leaving less funding for other infrastructure.	In practice GBC operates in a flexible way and has accepted lower proportions of AH to ensure sites remain viable for example, at Teal Close.
ADC would be interested in nomination rights for affordable housing.	This is not appropriate and cannot be agreed.
Concerned that in the section outlining the request for contributions to services states that adjoining authorities should include robust evidence and information.	Accepted. The provision of information and evidence of need should rest with the relevant service provider or responsible body such as the Highways Authority or Environment Agency. However, adjoining Councils requesting contributions should clearly stipulate what contributions they are seeking. In respect of the Council's own services it is reasonable that the Council provide evidence of need.
Essential that for applications on its boundary an officer from ADC be invited and involved in negotiations for development.	Tend to disagree and not sure what value this would add. As noted above contributions to offsite infrastructure and services or measures required by service providers such as education, highways and health will need to be provided where they are required regardless of which authority they are to be located in. It is agreed that GBC may share a draft

	of the Heads of Terms for the S106 agreement for comment by ADC and appropriate wording is included to this effect in the protocol.
The approach for independent financial assessment is welcomed.	Noted.
It is unclear how the CIL approach will be managed to provide assurance and future realisation of infrastructure within Ashfield. Clarification sought. Perhaps GBC could underpin through section 106 that infrastructure will be delivered through the IDP in a specific order?	The Regulation 123 list sets out the infrastructure that will be funded through CIL. If the required infrastructure is not on or removed from the 123 List and is necessary for the development to go ahead then it would have to be secured through S106 route regardless of which local authority the infrastructure would be located within. In our view it is unlikely that S106 could be binding on the use of CIL money. However, GBC would undertake to negotiate the level of contribution from CIL and timing of payment with the service provider.
Nottingham City Comments	
"Heads of terms" is it for S106 or earlier? Initial draft by adjoining authority	Generally GBC would encourage the drawing up of a draft "Heads of Terms" as early in the planning process as possible. We do not see that being the responsibility of the adjoining authority, however, we would be willing to share any draft with the adjoining authority. Please see response to ADC which indicates that the onus for providing information on requests will be on the service provider/relevant body.
Deadline for requests 21 days? Or set target at beginning of application?	In practice GBC would be flexible. If S106 Agreement is to be concluded prior to the planning decision then GBC would be seeking service provider's views and the adjoining Authority's views as early as possible and preferably at pre-application stage.
Rushcliffe Borough	
Are other authorities expected to sign up to the	GBC is not necessarily expecting formal sign up from

Protocol?	adjoining Councils and it is accepted that it is unlikely that Rushcliffe Borough would be impacted by development in Gedling or vice versa. Support at officer level will be required for the Protocol to operate efficiently.
In the first paragraph – it would be helpful to make explicit that this is development just in Gedling.	Agree.
Reference to requests beyond the deadline not being acceptable – is this too rigid? Might there be a case for reasonable exceptions?	Agree to amend wording. Please also note that negotiations/discussions on contributions would begin as early as possible.
Newark and Sherwood	
The draft wording indicates that it would be the adjoining authority providing the necessary information when in particular it is the LEA or Highways Authority who should provide relevant information.	Agree it is the responsibility of the service provider.
CIL does not provide for money to be given to a neighbouring authority unless there was provision in the CIL 123 List.	Noted. The relevant infrastructure would have to be on the 123 List. If not and the piece of infrastructure is necessary for the development to proceed then it would have to be secured through S106 regardless of where the infrastructure is located geographically.