

SCHEDULE 2
SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place and Economy
FUNCTION / SERVICE	Section 106 Development Management (covering Education, Libraries, and Digital Infrastructure)
SERVICE TREATMENT	Host
LEAD AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1. Service Description

- 1.1.1** The Section 106 Development Management Service (‘the Service’) is a non-statutory service which facilitates regulatory compliance across a number of service areas and functions specifically in relation to the negotiation, delivery & management of S106 developer contributions across Education and Libraries services, and Community Infrastructure Levy (CIL) funding where appropriate. The service also provides comments on Digital Infrastructure provision. The approach is set out in the Creating Sustainable Communities Planning Obligations Framework document adopted by Northamptonshire County Council (NCC) in January 2015 with technical revisions agreed by North Northamptonshire Council (NNC) in August 2021.
- 1.1.2** The Service works with the Highways and Transport teams across North and West Northamptonshire Councils to monitor and collect secured S106 funding that becomes due, providing a central point for a range of Council services and for external developers.
- 1.1.3** The Service also facilitates collection and transfer of S106 developer contributions on behalf of the Northamptonshire Fire & Rescue Service to support delivery of key infrastructure, in accordance with the terms of individual S106 agreements.
- 1.1.4** Activities include:
- Responding to all consultations on major residential planning applications (ten homes or more), assessing their impact on infrastructure and responding on behalf of Education, Libraries and Digital Infrastructure services.
 - Negotiating with developers, landowners and services to secure developer contributions (S106/CIL) towards Education and Library infrastructure, and to advise on use of planning conditions relating to Digital Infrastructure
 - Providing instruction to Legal on drafting of new S106 agreements as well as Deeds of Variation or Supplemental Agreements where appropriate.
 - Ensuring robust monitoring of S106 agreements to ensure obligations for relevant services are met, including triggers, compliance, receipt of payments, and appropriate milestones achieved
 - Invoicing for S106 income from development when due for relevant Service areas
 - Supporting Service areas on infrastructure funding, project development and compliance in relation to S106 / CIL as necessary

- Undertaking financial reconciliation, monitoring & reporting on S106 / CIL across Service areas
- Facilitate delivery of annual monitoring report / infrastructure funding statement relating to Service areas
- Providing policy response to consultations as necessary, in relation to developer contributions for Education, Library and Digital Infrastructure Service areas as appropriate
- Commissioning studies, surveys and reports to provide robust evidence base to assess, inform and review S106 / CIL policy as necessary in relation to Service areas.

1.1.5 Third Party Contract Management

The Service manages and provides services to Northamptonshire Fire & Rescue Service (NFRS) in relation to current and historic S106 agreements which secure S106 funding and/or obligations towards provision of fire and rescue infrastructure (including hydrants).

This includes collecting secured contributions from development where appropriate, and passporting contributions to NFRS for delivery of projects as required under the terms of individual agreements. The Service also monitors and reports on Fire S106 contributions as part of its annual monitoring report / Infrastructure Funding Statement obligations.

The Service also works closely with the Highways and Transport team across West and North Northamptonshire to ensure any S106 financial obligations secured by the Highways team are monitored and collected as appropriate.

2. OUTSOURCING

2.1 External Providers

2.1.1 The Service instructs Legal to provide advice on the negotiation, preparation and completion of new / amended S106 agreements and related planning / S106 / Developer contribution related matters, on behalf of Education and Libraries Service areas. This may also include advice in respect of ad hoc queries relating to historic agreements and obligations (including compliance) as well as providing legal opinion on matters relating to S106 / CIL as necessary, including advice from Counsel where necessary.

2.1.2 Ad hoc procurement of consultancy services where necessary to carry out surveys, assessments and /or reports to inform S106 policy and evidence base requirements

2.2 Any other service delivery arrangements

2.2.1 A Memorandum of Understanding with NFRS relating to the transfer of historic S106 agreements & ongoing obligations in respect of secured S106 contributions.

2.2.2 There are various agreements in place with other authorities or external bodies relating to specific S106 obligations (e.g. use of funding). This includes:

- Community Managed Library Funding Agreements
- Agreements between Councils where NCC was not signatory to a specific agreement

- Funding Agreements relating to use of S106 at specific School projects, for example where a new school is delivered by the Education Skills and Funding Agency (Department for Education), utilising S106 contributions secured by the Service.

3. STAFFING

3.1 Total Staff for Service Provision

3.1.1 FTE staff – 2FT permanent Staff employed by North Northamptonshire Council;

- Senior Project Manager - Developer Contributions
- Principal Project Officer - Developer Funding.

3.1.2 Staff will work across both Councils to deliver the Service.

3.1.3 If the Service disaggregates, the two FTE posts are proposed to be retained by NNC; additional staff/capacity will therefore be required by WNC in advance of disaggregation to ensure continuation of Service delivery and consideration will also need to be given to future arrangements with Highways & Transport.

3.2 Staff location/base: home and office (currently One Angel Square, Northampton) as agreed by Service Managers

4 ASSETS / PREMISES

4.1 Locations of Premises from which the Services will be Provided

4.1.1 The Service will be delivered from existing premises (currently One Angel Square, Northampton) as required and home working will be subject to the Manager's discretion.

4.1.2 There are no assets / premises that will remain in the (receiver) Council

5 REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

5.1.1 Nation/Local reporting requirements or data returns: Yes - Annual Infrastructure Funding Statement / Annual Report

5.1.2 The service was up to date in meeting the reporting requirements and returns described at 01 April 2021.

5.2 Regulatory Compliance

Regulatory approvals needed: None

Outstanding approvals/inspections: None

Inspections due in 2021: None

6. IT & INFORMATION GOVERNANCE

6.1 The Service uses the following IT Systems; MS Office (inc Outlook, Word, Excel etc). Sharepoint and Windows including historic files.

6.2 IT supplier(s) and the Service will require notice before the services are transitioned in the future

6.4 NNC will process personal data on behalf of the WNC for the duration of the host arrangement in accordance with the Data Processor Agreement below.

6.5 Fees

6.5.1 A Management fee is currently charged in income received, as set out in the adopted Planning Obligations Framework document (Jan 2015). Future income depends on S106 strategy and management fee agreed.

7. Additional Information:

7.1 National/Legislative changes

7.1.1 The Government White Paper on planning reform may impact on service delivery requirements; timescales unknown at 01 April 2021.

7.2 Non-Standard support services

7.2.1 Legal / Counsel advice is provided on S106 / developer contribution matters as required.

7.3 Additional risks or issues to note

7.3.1 S106 income is essential to the delivery of additional school and library infrastructure and capacity as delivered through the Council's capital programme. This often involves complex and lengthy negotiations with developers, landowners and various other parties and the need for robust supporting evidence base and analysis of viability and development impact. It also requires understanding of Council priorities across multiple service areas and statutory requirements as well as planning policy, regulations and legislative frameworks.

7.3.2 The Service operates within budget and generates an income through management fee as a percentage of s106 secured and paid.

8. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

S106 Development Management (Host) NNC	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	Names and addresses (including contact email addresses, phone numbers and signatures) of individuals in connection with entering into and monitoring of S106 agreements.
Duration of the processing	During the term of this Agreement

S106 Development Management (Host) NNC

Description	Details
Nature and purposes of the processing	<p>Personal data is processed in order to effectively respond to planning application consultations and to monitor S106 agreements to ensure compliance with legal obligations and perform public tasks. This data includes information on land ownership and may include individuals, site promoters, developers and other parties involved in the development and delivery of S106 agreements.</p> <p>No personal data is published by the Service, however some data may be shared with other Council Services or statutory consultees for their advice on infrastructure related matters.</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, Address (including email), Telephone Number, Email address
Categories of Data Individual (e.g., staff, client)	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 6,1 (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.</p>