



PLAN RIGHT
SIMPLY FASTER

Accreditation Model and Application Documents

www.townsville.qld.gov.au

Planning Assessment

.....	1
1.0 INTRODUCTION	3
2.0 DESCRIPTION OF ACCREDITATION.....	3
3.0 THE PLAN RIGHT PROCESS	4
4.0 ACCREDITATION DOCUMENTS	5
Application Form for Accreditation of Consultancy.....	5
Deed of Agreement for Accredited Consultancy	5
5.0 MONITORING THE PLAN RIGHT PROCESS	5
Monitoring the activity of an Accredited Consultancy	5
Suspension and Withdrawal of Accreditation	5
Attachment 1	7
Accreditation Documents	7
A1 Application Form for Accreditation of Consultancy	7
Attachment 2	18
Outline of PLAN RIGHT Process	18
Stage 1 – Accredited Consultancies	18
Stage 2 – The Application	18
Stage 3 –Assessment	20
Step 4 Decision Stage.....	20
Step 5 Decision Timing.....	21

1.0 INTRODUCTION

Plan Right will allow accredited commercial providers to produce certain types of planning applications in a way that enables the Council to promptly issue approvals for those applications.

The aim of **Plan Right** is to reduce timeframes and impacts of the planning approval process on industry and to increase utilisation of professional commercial planning consultants.

Plan Right relies upon two specific processes to ensure its efficiency:

The development of clear standards for nominated development applications (Material Change of Use and Reconfiguration of a Lot) based on the planning scheme and associated codes and Planning Scheme Policies; and

Creation of an accreditation system to provide the Council with an assurance that it can rely upon the accredited consultant's assessment of low risk development applications.

Plan Right protects the integrity of the planning assessment and approval process by empowering only accredited consultancies which have demonstrated that they possess appropriate expertise, experience, and integrity.

2.0 DESCRIPTION OF ACCREDITATION

Application for accreditation as a **Plan Right** consultancy is a voluntary process.

Accreditation as a **Plan Right** consultancy is available to planning businesses that commit to providing the services to the standard and in the manner required by the Council and demonstrate a thorough understanding of the relevant planning scheme and planning legislation.

Demonstration of competence may be achieved through providing evidence of a body of work of relevant and recent applications to the Council that exhibit a detailed understanding of the relevant requirements and processes for both design and construction compliance. This includes, but is not limited to:

Demonstrated identification and application of the correct codes and policies associated with the set number of applications;

Demonstrated identification of SPA referral agencies, if any, for these set number of applications;

Demonstrated identification of the correct Level of Assessment for these set number of applications;

Accreditation will occur at the consultancy level but **Plan Right** depends upon recognised expert individuals managing the preparation of applications. The Council will require consultancies to nominate experienced planning professionals employed by the consultancy who will be responsible for preparing the **Plan Right** application and issuing a recommendation for approval under the **Plan Right** process. An application and recommendation may be the work-product of a number of people employed by the consultancy, but one of the nominated experts will make, be responsible for, and personally sign the recommendation. The nominated expert's recommendation must then be counter-signed on behalf of the Accredited Consultancy.

The consultancy must have Professional Indemnity and Public Liability Insurance to cover all aspects of the provision of the **Plan Right** service. Insurance demonstrates that the organisation and has met professional requirements to obtain insurance and has a business enterprise that is sufficiently robust to require financial protection. Under certain circumstances Council may seek recourse to this insurance if the consultancy were to very seriously breach its responsibilities under the **Plan Right** process.

Being accredited as an 'Accredited Consultancy'

If a consultancy demonstrates that it possesses the qualifications necessary for accreditation the Council will accredit the consultancy to provide **Plan Right** services. If there are issues preventing the Council from granting accreditation, the Council will speak with the applicant about that.

An accreditation may be restricted to only specific development types for which the applicant is qualified, which will limit the scope of applications that the consultancy can process under **Plan Right**. For example, a particular consultancy may provide a number of compliant planning development applications for use "a" but may not have any experience with use "b", in which case the applicant may be accredited for applications concerning use "a" but not use "b".

Council may outline responsibilities and impose conditions on the accreditation of a consultancy. If the Accredited Consultancy breaches the terms of the accreditation the Council may withdraw accreditation.

3.0 THE PLAN RIGHT PROCESS

The Plan Right Process

The **Plan Right** process offers an opportunity to advance partnerships, assist in delivering services to the community, and provide an innovative approach to service delivery. The process offers a means of fostering a stronger relationship with industry colleagues by quickly deciding applications considered straightforward. It achieves this by effectively allowing a Council to rely upon information from an Accredited Consultancy, whilst retaining the decision-making powers, thus avoiding any duplication of effort. In terms of benefits to industry, it is envisaged that the application assessment period will be significantly reduced, and the Accredited Consultancy is more closely involved in the development process.

To achieve success of the **Plan Right** initiative, both the council and the accredited consultancy must

possess a detailed understanding of the process. The outline of **Plan Right** process which is attachment 2 to this document more fully articulates the role and responsibilities of an accredited consultancy in providing **Plan Right** services.

The Outline of **Plan Right** process sets out:

The accreditation of consultancies process;
The requirements for the lodgement of an application under Plan Right ;
A probationary period; and
An auditing process.

Under **Plan Right** an Accredited Consultancy is responsible for:

Preparing applications and reports that addresses the relevant Policies/Standards/Codes;
Collating all necessary specialist reports to support the proposal;
Providing any necessary Referral Agency responses;
Providing all necessary standard approval conditions;
Lodging application with Council;

An Accredited Consultancy will not be responsible for the following:

Issuing Acknowledgement Notices; and
Issuing Planning development Permits.

Council will endeavour to issue a Planning Development Permit within five (5) business days of lodgement.

Note: Plan Right transfers responsibility to the Accredited Consultancy to ensure supporting specialist reports are accurate and contain sufficient detail as would otherwise be required by Council for review. It also transfers the responsibility to the Accredited Consultancy to assess the development application in the first instance, ensuring that the

application is compliant with Planning Scheme provisions and policies.

4.0 ACCREDITATION DOCUMENTS

The accreditation documents are:

Application Form for Accreditation of Consultancy, and the material to be supplied by you as detailed in that application form; and

Deed of Agreement for the Accredited Consultancy.

APPLICATION FORM FOR ACCREDITATION OF CONSULTANCY

A consultancy wishing to achieve **Plan Right** accreditation must complete the application form and supply all of the material detailed in it to the Council.

To undertake **Plan Right** accreditation a consultancy must:

Demonstrate a thorough understanding of the relevant planning scheme and planning legislation;

Nominate at least one significantly experienced planning expert employed by the consultancy who will be responsible for issuing a recommendation for approval under the **Plan Right** process; and

Hold insurance which recognises that the consultancy will ultimately be responsible for rectifying any breaches or failures to infrastructure arising from failures during the approval process.

DEED OF AGREEMENT FOR ACCREDITED CONSULTANCY

Before Council can accredit the consultancy and reasonably rely on the consultancy's expertise the consultancy must agree to the terms and conditions of the **Plan Right** process. The Deed of Agreement for Accredited Consultancy formalises that agreement.

The roles and responsibilities of the Accredited Consultancy are articulated within the deed and the

Outline of **Plan Right** process. Any non-compliance with the deed or the required standards of performance is grounds for removal of the consultancy's accreditation, although a show-cause process commonly will be the Council's initial response. Council may also undertake proceedings to have any errors by the consultancy rectified.

The deed is intended to be legally binding. It is the basis upon which Council will accept an Accredited Consultancy's provision of **PLAN RIGHT** services.

5.0 MONITORING THE PLAN RIGHT PROCESS

MONITORING THE ACTIVITY OF AN ACCREDITED CONSULTANCY

A post-approval audit process may be undertaken to monitor the Accredited Consultancy's compliance with the Council's requirements. This post-approval audit allows Council to determine how well the process is working, identify inconsistencies or issues with the criteria or process, and monitor whether Accredited Consultancies are fulfilling their responsibilities.

SUSPENSION AND WITHDRAWAL OF ACCREDITATION

Any breach or shortfall in the performance of the Consultancy's responsibilities is grounds for the Council to suspend or withdraw the consultancy's accreditation. In most cases the taking of a decision to suspend or withdraw will be initiated by the giving of a show-cause notice.

When determining the appropriate course of action Council will consider issues such as the severity of the breach, the responsiveness of the consultancy to the breach and history of the consultancy.

Council may decide to respond to an identified non-compliance in a variety of ways, including:

Formal Notice to the Accredited Consultancy about the discrepancy;

Return to a probation period for a set number of applications and subject to an extended approval timeframe;

Removing the ability to lodge under the **PLAN RIGHT** process for a set period of time (suspension); and

Cancellation of accreditation of the 'Accredited Consultancy'.

Additionally Council may, under certain circumstances, have recourse to the insurance if the consultancy has committed a particularly serious breach.

GLOSSARY

ACCREDITED CONSULTANCY

A consultancy that has been accredited to provide **Plan Right** services.

SPA

Sustainable Planning Act 2009 (formerly the *Integrated Planning Act 1997*)

RELEVANT LEGISLATION

Queensland

Sustainable Planning Act 2009 (Qld) (**SPA**)

Local Government Act 2009(Qld) (**LGA**)

Available for viewing at: <http://www.legislation.qld.gov.au>

ATTACHMENT 1**ACCREDITATION DOCUMENTS**

A consultancy applying for accreditation must submit fully completed:

- A1 Application Form for Accreditation of Consultancy; and
- A2 Deed of Agreement for Accreditation for Consultancy

A1 APPLICATION FORM FOR ACCREDITATION OF CONSULTANCY**Consultancy**

Name of Consultancy:

(in this application form referred to as “you”)

Nominated development types (please nominate all developments types you are seeking accreditation for)

- ☐ Residential zones
- ☐ Commercial Currently not available
- ☐ Industry zones
- ☐ Telecommunication facilities
- ☐ Reconfiguring a Lot (includes Boundary realignments, leases up to five lots)
- ☐ Advertising Devices
- ☐ Code Assessable Building works
- ☐ Code Assessable uses in Overlay Areas

Signature of Director:

Date:

Representative/s

Name of Representative: _____

Signature of Representative: _____

Date: _____

Name of Representative: _____

Signature of Representative: _____

Date: _____

Name of Representative: _____

Signature of Representative: _____

Date: _____

Name of Representative: _____

Signature of Representative: _____

Date: _____

Name of Representative: _____

Signature of Representative: _____

Date: _____

Name of Representative: _____

Signature of Representative: _____

Date: _____

1. Nomination of Responsible PLAN RIGHT Planners

You must nominate one or more professional planners who will be responsible for conducting the preliminary assessment of an application and issuing a recommendation for approval under the **Plan Right** process. Recommendations may be the work-product of a number of people employed by the consultancy, but one of your responsible **Plan Right** Planners must make, be responsible for, and sign each recommendation.

Additional nominations can be made at any time.

If all of your nominated responsible **Plan Right** Planners cease to be employed by you, then your accreditation will lapse until you nominate others.

For each nominated responsible **Plan Right** Planners you must provide:

- 1.1 a resume detailing relevant experience and qualifications;
- 1.2 examples of three applications (per planning development type) lodged and approved within the last two years; and
- 1.3 for each of the example applications a letter identifying and explicitly outlining:

A summary of the proposal and what the main or significant issues were with the application and how were they resolved;

Applicable Council standards/policies;

Applicable State Planning Regulatory Provisions;

Applicable State Planning Policies;

Applicable Australian Standards;

Which State Referral Agencies were involved and what triggered each agencies involvement;

All of the necessary supporting information and reports that were required to approve the development;

2. Insurance

- 2.1 Throughout the term of the accreditation for **Plan Right** the consultancy must maintain:

Professional Indemnity Insurance to the value of \$5,000,000 from an insurer and on terms acceptable to Council; and

Public Liability Insurance to the value of \$10,000,000 from an insurer and on terms acceptable to Council.

- 2.2 You must provide to the Council A copy of your insurance policy outlining the insured amount, policy provider, policy number, date of commencement and expiry date of policy; and

3. Deed of Agreement for Accreditation for Consultancy

3.1 You must provide a signed copy of the Deed of Agreement for Accreditation for Consultancy

A2 Accreditation Deed for Consultancy

MADE AS A DEED

This deed is made the day of 20

BETWEEN:

TOWNSVILLE CITY COUNCIL

(the Council)

AND:

Company Name, ACN and Address]
(the Consultancy)

Concerning the Accredited Consultancy performing **Plan Right** services for the Townsville City Council.

RECITALS:

- A The Consultancy wishes to provide **Plan Right** Services, and seeks accreditation from the Council to provide those services.
- B The Consultancy wishes to formally record its commitment to perform the **Plan Right** Services to the standard required by the Council.

TERMS AND CONDITIONS**1 Definitions and Interpretation**

- 1.1 The terms of this Deed prevail over the terms of the Outline of **Plan Right** process to the extent of the inconsistency.
- 1.2 No rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.
- 1.3 For the purpose of this Deed the following terms have the meaning ascribed:

‘Consultancy’ is the body corporate named as a party to this Deed, and is the business that upon accreditation by the Council will be responsible for the provision of the **Plan Right** services to an applicant for a development approval.

‘Accreditation Process’ means the process and assessment procedures specified by the Council by which the Consultancy may be accredited to provide the **Plan Right** services.

‘Plan Right Services’ means the **Plan Right** Services as specified from time to time by the Council including but not limited to the preparation by a **Plan Right** Consultant of Planning development applications for specific development types and uses identified in the electronic application forms:

Code assessable Residential uses;
Code assessable Industrial use;
Telecommunication facilities
Advertising devices
Reconfiguring a lot (up to five lots)

Code Assessable Building Works

Code Assessable uses in Overlay Areas

‘Confidential Information’ means the confidential information of a party and includes any documents or information provided: (a) that are marked as confidential; (b) that are provided under circumstances or communications that are confidential; or (c) which the receiving party ought to know is confidential but (in respect of any of the information in (a), (b) and (c) of this definition), does not include any information that is or becomes part of the public domain, other than as a result of a breach of an obligation of confidence or any information that is required to be disclosed by law.

‘Deed’ means this Accreditation Deed.

‘Outline of Plan Right process’ means the material titled “Outline of **Plan Right** process” which is attached to this Deed, as amended by the Council from time to time.

‘Intellectual Property Rights’ means all intellectual and industrial property rights and interests in Australia and throughout the world, whether registered or unregistered and whether created before on or after the date of this Deed, including trademarks, designs, patents, inventions, circuit layouts, copyright and analogous rights, confidential information, know how and trade secrets.

‘List of Accredited Consultancies’ means the List of Accredited Consultancies maintained by the Council.

‘Planning development’ has the same meaning as given to it under the *Sustainable Planning Act 2009* (Qld).

‘Term’ means the term of this Deed, as determined by clause 7.

2 Consultancy’s Warranties

The Consultancy represents and warrants to the Council that information provided by the Consultancy to the Council during the Accreditation Process was true, accurate and correct.

3 Consultancy's obligations

3.1 The Consultancy must:

- 3.1.1 continuously update the Council about any changes to the information that the Consultancy provided to the Council during the Accreditation Process to ensure that it remains accurate, including in particular information relating to the Consultancy's:

- employment of its nominated responsible **Plan Right** Planners; and
- insurance arrangements
- business address(es); business, company or trading name(s).

- 3.1.2 keep itself informed of any changes made by the Council to the Outline of **Plan Right** process, and the online standards applicable to the **Plan Right** process.

- 3.1.3 ensure that the Consultancy's provision of **Plan Right** Services is carried out in a professional manner using the Consultancy's best endeavours and in accordance with the standards specified by the Council from time to time.

- 3.1.4 comply with the lawful advice and directions of the Council made in connection with the **Plan Right** Services.

- 3.1.5 when satisfied that an application and recommendation that has been signed by one of the Consultancy's nominated responsible **Plan Right** Planners is accurate, complete and suitable for submission by the Consultancy to the Council for assessment and approval,

countersign the application and recommendation on behalf of the Consultancy.

- 3.1.6 immediately suspend the Consultancy's provision of **Plan Right** Services if for any reason (including the unavailability of a nominated responsible **Plan Right** Planner) the Consultancy is unable to provide those services to the standard required by the council and in compliance with the terms of this Deed.

- 3.1.7 not perform any **Plan Right** Services that are outside the scope of the accreditation issued by the Council.

- 3.1.8 not provide or disclose any Confidential Information to any third party without the prior written consent of the Council. If the Consultancy becomes aware of an unauthorised disclosure of any Confidential Information, it must immediately inform the Council of the disclosure.

3.2 Consultancy's Insurance Obligations

Prior to performing any Compliance Assessment Services, the Consultancy must the Consultancy must:

- 3.2.2 take out and maintain from a national or international insurance company, professional indemnity insurance that applies to the performance of the **Plan Right** Services by the Consultancy (whether performed by employees or contractors of the Consultancy) for an amount of cover of no less than \$5 million per claim; and

- 3.2.3 take out and maintain from a national or international insurance company, public liability insurance that applies to the performance of the **Plan Right** Services by the Consultancy

for an amount of cover no less than \$10 million per occurrence; and

3.2.4 provide the Council with a copy of the certificate of currency and policy schedule of each of the insurance policies referred to in clause 3.2, and upon request provide the Council with up-to-date copies of the certificate of currency and policy schedule of those insurance policies.

3.2.5 maintain the insurance policies referred to in clauses 3.2 during the Term and for a period of no less than seven years from the later to occur of:

3.2.5.1 the termination or expiry of this Deed; or

3.2.5.2 the Consultancy providing the Council with the final deliverable that the Consultancy is required by the Council to provide in connection with this Deed;

3.3 Consultancy's Indemnification of the Council

The Consultancy indemnifies the Council from and against any loss or damage suffered or incurred by the Council in connection with the Council relying upon any errors or omissions caused or contributed to by the Consultancy (including but not limited to claims by third parties) in connection with the **Plan Right** Services performed by the Consultancy or by an Consultancy employed or contracted by the Consultancy who undertook the **Plan Right** Services.

3.4 Consultancy's Relationship with Council

The Consultancy acknowledges and agrees that:

3.4.2 it has relied on its own skill and judgement in agreeing to enter into this Deed; and

3.4.3 the Council has made no representation to the Consultancy about any profit, benefit or advantage that may flow to the Consultancy from the Consultancy's gaining of accreditation or provision of the **Plan Right** services; and

3.4.4 the Council is not liable to pay to the Consultancy for any fees, expenses or other costs in connection with the Accreditation Process, the **Plan Right** Services or for any other work performed by the Consultancy in connection with this Deed.

4 Council's Grant of License to Consultancy

4.1 For the Term the Council grants to the Consultancy a limited, revocable, non-exclusive licence (without any right to sublicense) to represent itself as an accredited **Plan Right** consultancy and to use the Council's "**Plan Right** " trade mark in association with the Consultancy's performance of the **Plan Right** Services, provided that:

4.1.2 without limiting any other restrictions on use of the trade mark by the Consultancy under this Deed, the Consultancy must not exercise any rights that it has as an Authorised User under section 26(1) of the Trade Marks Act 1995 (Cth) without the prior written consent of the Council; and

4.1.3 the Consultancy may only use the Trade Mark only in accordance with the directions given from time to time by the Council.

5 Notice to Show Cause

- 5.1 The Council may, by notice in writing call upon the Consultancy to show cause why the Council should not suspend or terminate the right of the Consultancy to perform the **Plan Right** Services if, in the opinion of Council:
- 5.1.2 the Consultancy fails to:
- (a) maintain the relevant level of professional body membership and professional indemnity insurance required by the Outline of **Plan Right** process/Consultancy; or
 - (b) provide the Council with evidence (including certificates of currency and policy schedules) of that insurance within one business day of the Council requesting such evidence;
- 5.1.1 the Consultancy's breaches this deed, including the warranties in clause 2; or
- 5.1.2 the Council becomes aware by whatever means of any fraud perpetrated, or allegedly perpetrated by the Consultancy, its directors, employees, agents, contractors or any of its Senior Management.
- 5.2 A show cause notice issued under this clause must allow the Consultancy a period of 10 working days to respond

6 Suspension

- 6.1 If the Council issues a show cause notice under clause 5 the Council may suspend the Consultancy's authorisation to perform the **Plan Right** Services. The suspension of the Consultancy's authorisation may

be communicated either by wording within the show-cause notice or by way of a separate notice.

- 6.2 The Consultancy must cease providing **Plan Right** Services on and from the date of suspension and not again provide those services until the Council provides a written notice to the Consultancy that the suspension is ended. The period of suspension is taken to be ended 90 days after the day on which the suspension notice was given unless before that date the Council has

- ended the period of suspension by the giving of a notice to that effect; or
- terminated the Consultancy's entitlement to provide the **Plan Right** Services.

- 6.2.2 The Council may remove the name of the Consultancy from the List of Accredited Consultancies during the period of any suspension under this clause 6.

7 Term, Expiry and Termination

- 7.1 This Deed commences on the date that it is signed by both parties and continues for a period of five years, unless terminated earlier (including but not limited to termination under clauses 7.2 and 7.3 below).
- 7.2 The Council may by written notice immediately terminate the Consultancy's entitlement to provide the **Plan Right** Services if:
- 7.2.2 after considering the Consultancy's response (or non-response) to a show-cause notice, the Council reasonably believes that termination is appropriate; or
- 7.2.3 if the Consultancy becomes the subject of any insolvency, bankruptcy or winding-up

proceedings of any kind (as determined by the Council).

7.3 The Council may terminate this Deed for convenience (for any reason or for no reason) by giving no less than 60 days notice to the Consultancy.

7.4 In exercising any of its rights under clause 7, the Council has no obligation to consider the impact of the termination on the Consultancy and has no liability to the Consultancy for any loss or damage suffered or incurred by the Consultancy as a result of the termination.

8 Effect of Termination or Completion of Term

8.1 Immediately upon termination or expiry of this Deed all rights granted by the Council to the Consultancy end and:

8.1.1 the Consultancy must immediately cease using the Trade Mark and must (at the election of the Council) return or destroy any documentation, signage or other materials that feature the Trade Mark or any other Intellectual Property Rights at all licensed by the Council;

8.1.2 the Council must remove the Consultancy from the List of Accredited Consultancies;

8.1.3 the Consultancy must cease providing any **Plan Right** Services;

8.1.4 the Consultancy must cease to represent or refer to itself as any accredited **Plan Right** Consultancy; and

8.1.5 the Consultancy must immediately return any documents and confidential information of the Council and must provide written undertakings that it has done so, upon request by the Council.

9 Waiver and Forbearance

The waiver or forbearance of the Council in the face of any breach of this Deed by the Consultancy must not be construed as a waiver

or relinquishment of the Council's rights to future performance of the provision and the Consultancy's obligations in respect of the future performance will continue in full force and effect.

10 Limitation of Liability

Notwithstanding anything to the contrary in this Deed, the Council excludes all liability to the Consultancy in connection with any loss or damage (including consequential loss, indirect loss, loss of profit, loss of revenue, loss of opportunity, loss of bargain and damage to reputation) suffered or incurred by the Consultancy in connection with this Deed or any act or omission of the Council, including the negligence of the Council (but not including death or personal injury directly caused by the gross negligence of the Council).

11 Entire Agreement

11.1 The terms and conditions of this Deed contain the entire understanding between the parties and any variation of the provisions of this Deed will have no effect unless in writing and signed by the parties.

11.2 Other than as expressly set out in this Deed, this Deed does not licence, assign or transfer to the Consultancy any Intellectual Property Rights of the Council or any goodwill in the same.

12 Notices

Any notice to be served under this Deed must be in writing and served upon the recipient at its address set out at page 1 of the Accreditation Application Form by hand, regular post or facsimile and will be deemed served 48 hours after posting if sent by post, on delivery if delivered by hand and on completion of transmission if sent by facsimile.

13 Jurisdiction and Law

This Deed is governed by and is to be construed in accordance with the laws

applicable in Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

14 Consent and approval

Subject to the express provisions of if the Council has a right to approve, consent, decide, determine, form an opinion or make any other decision of any kind under this Deed, it may exercise that right at its absolute discretion and, in exercising the right, it may do so

conditionally or unconditionally, is not obliged to give reasons or consult with the Consultancy in exercising that right and has no obligation to exercise the right within any particular period of time or a within reasonable period of time.

15 Amendment

This Deed may only be varied or replaced by a document executed by the parties.

16 Counterparts

This Deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

EXECUTED AS A DEED

Signed and Delivered

on the _____ day of _____ 201)

by

(for and on behalf of Townsville City Council)

Signature

in the presence of:

Signature

Signed and Delivered

on the _____ day of _____ 201)

by

(insert name and ACN of Consultancy)

by

Company Secretary/Director

Signature

and

Director

Signature

Attachment 2

Outline of PLAN RIGHT Process

The stages of the **Plan Right** process are:

Planning development

STAGE 1 – ACCREDIT CONSULTANCIES

If the Council decides that accreditation cannot be given to you on the basis of the material you have provided, the Council will contact you and invite you to provide additional material.

If the Council decides to accredit you, the Council will send you a certificate of accreditation and a copy of the Deed of Agreement for Accreditation for Consultancy. Also, the Council will arrange a meeting between the Council officer coordinating **Plan Right** and your nominated responsible **Plan Right** Planners to:

Discuss the Outline of **Plan Right** process;

Discuss the Council's requirements and the **Plan Right** standards and criteria (which are available on the Council's website);

Reaffirm general expectations; and

Discuss queries from the responsible **Plan Right** Planners.

Council's **Plan Right** team may be contacted on the details below:



07 4727 9556



planright@townsville.qld.gov.au

STAGE 2 – THE APPLICATION

A **Plan Right** application must:

Complete and include the following **Plan Right** checklists and paperwork which is to be attached to the mandatory IDAS forms and checklists relevant to the proposed use:

- **Plan Right Cover Page** must be attached to the front of all **Plan Right** applications;
- **Electronic Checklist** for the relevant use to which the application applies to determine whether the application can be considered a **Plan Right** application. A selection in a "No" checkbox will indicate that the application is not a **Plan Right** application;
- **Assessment Guide** for the relevant use to which the application applies. Mandatory information relevant to each development is outlined on the Assessment Guide and must be to be provided with the application. The Assessment Guide has been established to outline the critical planning scheme provisions that need to be considered in the assessment of the relevant use. The electronic checklist may provide prompts to assist the **Plan Right** Planner in their assessment of the application.

Correct Fee Assessment for development type

- The **Plan Right** application must be accompanied by the correct fee in accordance with the development type. Failure to do this will deem the application not properly made. The **Plan Right** fee is included council's Fees and Charges Schedule.

Forms (IDAS & other)

- process and cannot be submitted as a **Plan Right** application;

Correct plans

- All mandatory information as required by the Sustainable Planning Act 2009 and associated IDAS forms must be submitted;

- The plans package is to include site plan, elevations, sections and all relevant information to support the application;
- The correct number of plans is to be submitted as required by current Council guidelines. The standard of the plans is to be generally in accordance with industry best practice, the drawings must reflect the intent of all design works;
- All electronically scanned or electronically generated plans must be in landscape format and must be submitted to Council as pdf documents in a resolution which ensures that all essential information (IDAS forms mandatory information) is legible;
- All levels must be to AHD; and
- All dimensions are to be in metric and to be an acceptable scale.

Comply with Planning Scheme Codes

- All issues identified and solutions nominated including documented advice from the **Plan Right** Team is to be included with your report.
- The application should comply with the acceptable outcomes of the planning scheme. Where the proposal complies with a Performance outcome the accredited Consultancy must certify the proposal meets the Criteria.
- Where an Acceptable outcome is not provided within the planning scheme, the accredited Consultancy must provide justification as to the solution or outcome implemented/proposed.
- Ensure that advertising is carried out in accordance with the Sustainable Planning Act or relevant planning scheme and the Notice of Compliance is forwarded to the relevant **Plan Right** Officer.

Referral Agency Identified

- Referral agencies identified.
- If the application is lodged in hard copy format, additional plans are to be lodged in

accordance with the number of referral agencies.

Reports to be certified by the Consultancy

- Planning Reports are to be signed by the accredited Consultancy and all major and minor issues are to be documented and addressed with acceptable solutions (where information has been received from a **Plan Right** Officer this must be included).
- Engineering and other reports are to be certified by the relevant professional who has prepared the report and the accredited Consultancy is responsible for how that advice is used in the assessment of the proposal the subject of the application.

Conditions relevant to use

- The on-line tools (including electronic **Plan Right Checklists** and condition packages) will generate the development approval conditions for each development type. The conditions package is the responsibility of the Consultancy, and any conditions not relevant to the particular use being applied for are to be removed.
- Conditions package is to be signed and certified by the accredited Consultancy.

Planning Scheme Policy Infrastructure Charges

- Preliminary calculations of Infrastructure Charges in accordance with the relevant Planning Scheme Policy are to be submitted with the application (which will be checked by **Plan Right** officers).

Correct PIP charge areas

- Infrastructure charge areas are located in the relevant Priority infrastructure plan (where applicable).

Electronic copy (CD or DVD) of all material

- Forms
- Copy of conditions
- Reports
- Plans

Probation

- Prior to approval/issue of a decision notice Council will undertake an audit of each the first three applications lodged for planning approval by each Accredited Consultancy as part of the **Plan Right** process.

STAGE 3 –ASSESSMENT

- The Accredited Consultancy assesses the proposal using the material and risk criteria developed by the Council as part of the **Plan Right** process, including the on-line tools. Any Local Plan and other relevant statutory provisions should also be considered at this time.
- The accredited Consultancy identifies whether additional specialist reports are required and are entrusted the responsibility to engage and obtain any necessary reports.
- The accredited Consultancy identifies any areas of non-compliance and initiates pre-lodgement discussions with the **Plan Right** team to provide justification and/or alternative solution to be included in the assessment package for the development.
- If any referral agency involvement is identified at this stage, it is the accredited Consultancy's responsibility to liaise and to obtain letters of requirements and incorporate any subsequent conditions. (Section 325 SPA).
- Where a Referral Agency is not willing or able to provide early advice the accredited Consultancy must acknowledge that the decision on the application will not be made until after the referral Agency response is received.

- The accredited Consultancy is to identify any relevant Infrastructure Charges and calculate the amount thereof. They are to be included as a condition of development in the approval recommendation.
- The application when lodged must comply with the Sustainable Planning Act and the appropriate fee paid.
- An application must make clear the proposed development. All reports and supporting material must describe the proposal in a manner which is consistent with the definitions contained within the relevant planning scheme, with clarification where necessary to convey the exact development intention for the site.
- Accredited Consultancy/Consultancy lodges complete and assessed application with Council;
- Council will endeavour to decide the application within five (5) business days upon receiving an application that meets the following criteria:
 - The application is Properly Made (inclusive of all **Plan Right** forms, **Electronic Checklists**, IDAS forms, and applicable fees);
 - Is supported by the necessary specialist reports;
 - Includes Referral Agency responses;
 - The conditions package attached to the planning development application;
 - Clear identification of conditions;
 - Infrastructure Charges calculations: and
 - Any other material that has been used in order to determine the application.

STEP 4 DECISION STAGE

The application must be lodged:

If electronic (when established): with the DA-lodgement electronic mail box. The subject line of the electronic submission must clearly identify the application as a **Plan Right** application by complying with the following the template:

“Plan Right – *(Name of Applicant)* at *(property description)*”

If hard copy: at the Second Floor Counter, Walker Street Office. The application must have the **Plan Right** Cover Sheet clearly visible.

The application is recorded as being received and forwarded to the **Plan Right** team for a decision.

The **Plan Right** Officer will decide the application and issue a decision notice as soon as practicable after lodgement of the application. In deciding the application the **Plan Right** Officer will rely on the expert advice of the accredited Consultancy, the material provided to the Consultancy as part of the **Plan Right** process and the report generated from the **Plan Right** on-line tool.

The **Plan Right** Team will assess the **Plan Right** Checklist, Assessment Guide and Development Application form, Planning Report and Infrastructure Charges calculations.

Should **Plan Right** process progress to include Impact Assessable development applications, any properly made submissions will be considered and responded to by the accredited Consultancy and forwarded to Council for consideration by the **Plan Right** Officer. If there is a Referral Agency, their requirements are incorporated. The application will be assessed once the application material is complete.

The application is then decided by the **Plan Right** Officer, and the Development Permit and conditions package prepared and emailed to the accredited Consultancy.

STEP 5 DECISION TIMING

Council will endeavour to complete its assessment of an application within five business days of the fully documented and compliant application being received by the Council.

Council’s ability to complete the assessment within that time will be impacted by the quality of the

application and the type of assessment process imposed by the Act and relevant planning scheme.

Auditing

Auditing will be performed by Council, at the Council’s discretion, to assess the adequacy of the process and the performance of each Accredited Consultancy.

Miscellaneous

Any omissions or errors will be discussed with the consultancy and are grounds for removal from the **Plan Right** process.

Standard templates, forms, criteria and conditions will be provided to each Accredited Consultancy.