



The purpose of this report is to provide Members with the latest information on the items of Ventnor's Highways furniture that the Isle of Wight Council are proposing to transfer to Island Roads with effect from 1 April 2013 and to seek approval for the signing of the related Memorandum of Understanding.

**No.   DETAIL**

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**1)   INTRODUCTION**

- a) As Members are aware, it has always been the intention of the PFI Scheme that the contractor would take over responsibility for the maintenance of highways related infrastructure for the 25 years of the contract beginning on 1 April 2013.
  - b) The items for which Island Roads will be responsible are Bus Shelters, Benches, Public Car Parks and Signage.
  - c) The Isle of Wight Council has provided a series of Ventnor maps identifying the public seats, dog bin and festive lights that will be the subject of this transfer.
  - d) The maps are available in the office for inspection.
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**2)   MEMORANDUM OF UNDERSTANDING**

- a) The Town Council is asked to formally approve the accompanying Memorandum of Understanding, a copy of which is attached to this report.
  - b) The Assistant Town Clerk has checked the information on the maps and there are some matters still to be resolved in discussion with Isle of Wight Council Officers
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**3)   RECOMMENDATION**

Members are recommended to delegate to the Town Clerk and the Mayor authority to sign the Memorandum of Understanding once the outstanding matters have been resolved.

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN:

ISLE OF WIGHT COUNCIL of County Hall, High Street, Newport, Isle of Wight (the "Council") and  
VENTNOR TOWN COUNCIL of The Coastal Centre, Salisbury Gardens, Dudley Road, Ventnor,  
Isle of Wight (the "Parish Council").

WHEREAS:

1. The Council have entered into an Agreement (the "Highways PFI Contract") with Island Roads Services Limited (the "Service Provider") dated 26 September 2012, whereby the Service Provider will provide services through Ringway Island Roads Limited (the "OpCo") with respect to the rehabilitation, maintenance, management and operation of highway assets on the Isle of Wight pursuant to the Government's Private Finance Initiative (the "Services")
2. The OpCo will provide the Services during the term of the Highways PFI Contract, which shall be a period of 25 years commencing on the 1<sup>st</sup> April 2013 (the "Term").
3. During the Term the Parish Council recognizes and agrees that the assets (the "Assets") contained on the plan in Appendix A to this MOU shall be maintained and managed by the OpCo on behalf of the Council.
4. For all illuminated decorations ("Festive Decorations") denoted on the plan in Appendix A to this MOU, all existing motifs and associated brackets and wiring will during the Term be maintained by the OpCo. Where any motif(s) and/or associated brackets and/or wiring are considered by the OpCo to require replacement, the Parish Council shall be notified of this by the OpCo. Following such notification the Parish Council shall have the opportunity to request changes to such motif(s), associated brackets and/or wiring. Any replacement of motif(s), associated brackets and/or wiring shall be carried out by the OpCo where possible on a like for like basis, however where such replacement necessitates any changes which will likely result in additional costs for the OpCo, the Parish Council and the OpCo should discuss and agree such costs.
5. Where the Parish Council wishes to undertake any works, perform or have performed any service which shall affect or which may reasonably be considered to affect any of the Assets or the publically maintained highway the Parish Council agrees that it will contact the Council through its Contract Management Team at Highways PFI, Contract Management Team, Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight (For the attention of the Highways PFI Contract Manager) and seek agreement of the Isle of Wight Council for the proposed works or service.
6. The Contract Management Team shall consider any request made under paragraph 5 above and shall liaise with the Parish Council and the Service Provider over such works or service.

IN WITNESS whereof this MOU has been signed and dated the year first before written

Signed

\_\_\_\_\_  
Isle of Wight Council

Signed

\_\_\_\_\_  
Ventnor Town Council

Ventnor

- 1 Undercliff Drive
- 2 Seven Sisters Road
- 3 Steephill Court Road
- 4 Park Avenue
- 5 Esplanade
- 6 Dudley Road
- 7 Wheelers Bay Road
- 8 Kings Bay Road
- 9 Bonchurch Village Road
- 10 Shore Road
- 11 East Dene Lane
- 12 Leeson Road
- 13 Bonchurch Road
- 14 Leeson Road 1
- 15 St Boniface Road
- 16 High Street
- 17 Pound Lane
- 18 Marlborough Road
- 19 Mitchell Avenue
- 20 Newport Road
- 21 St Magarets Glade
- 22 Clarence Road
- 23 High Street 1