

Planning Performance Agreement

Relating to: [SITE ADDRESS]

This agreement is made on (...) day of (...) 20.. between:

City of York Council

and

[APPLICANT] (the Developer)

Introduction

This Planning Performance Agreement (PPA) relates to the planning application submissions in respect of the [site]. The applicant is [developer]. City of York Council (CYC) is the local planning authority for development within the area in which the site is located.

A PPA is a framework agreed between the Local Planning Authority (LPA) and an applicant for the management of complex development proposals within the planning process. This PPA allows [the developer] and the LPA to agree a programme for the preparation and determination of the applications and identify the appropriate resources necessary to meet the agreed timetable. This PPA has been agreed jointly between [the developer] and City of York Council (CYC).

The application boundary will include the [description of the site].

Recitals

The developer will enter into formal pre-application discussions with CYC regarding proposals for [description of the development]. The developer intends to submit an application for planning permission for the proposed development (and related applications for listed building consent, etc), which will be the subject of this PPA. The proposed development will be as follows:

[description of the proposed development]

Given the complexity of the proposals and the range of issues involved, it is acknowledged by the Developer and CYC that the Council is unlikely to be in a position to formally determine the planning application(s) within the statutory period of 13 (16) weeks. Nevertheless both parties wish to ensure that the application(s) is/are considered in a timely manner and as expeditiously as is practicable, having regard to the timetable set out in this agreement and compliance with relevant statutory procedures.

This PPA is made pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and Section 93 of the Local Government Act 2003.

This agreement will not fetter the Council in exercising its statutory duties as Local Planning Authority. It will not prejudice the outcome of the planning (and related) applications or the impartiality of the Council. This agreement will not restrict or inhibit [the developer] from exercising the right of appeal under Section 78 of the Town and Country Planning Act 1990 as amended.

Project Vision/Proposal

A Project Vision and set of key development objectives, discussed at the PPA Inception Day, are listed below:

[Insert Project Vision and development objectives]

The Term

This agreement will be effective for the period up to the determination of the application. The term will be subject to review as may be agreed between [the developer] and CYC. The agreement will be terminated where:

- i. [the developer] submits an appeal in relation to the planning applications under Section 78 of the Town and Country Planning Act 1990 as amended.
- ii. The planning application(s) is (are) called in by the secretary of state.

Objectives

The objectives of this Planning Performance Agreement are to:

- i) Agree requirements and timescales for consideration and determination of the planning application (and, where appropriate, associated listed building consent etc) for the purposes of providing the parties with a level of certainty as to the process and timescale to be followed; and
- ii) Identify and agree the work that will need to be completed prior to the submission of the applications, resources required, possible issues anticipated and mechanisms for how these will be addressed in an Issues and Tasks list to be produced;
- iii) Identify and agree the project management structure for the applications;
- iv) Agree the appropriate level of community and technical engagement with stakeholders for the development within a consultation strategy; and
- v) Set the expectations in respect of Council and [the developer] response times for expediting the above objectives.
- vi) Establish regular review mechanisms.

Responsibilities

Both parties will:

- Act with fairness and in good faith in respect of all matters related to the handling of the planning (and related) application(s) and will work jointly in complying with their respective obligations under this agreement.

- Address expeditiously any requests for clarification and/or further information.
- undertake to meet and/or discuss matters by telephone or e-mail in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute.
- use their reasonable endeavours to adhere to the timetable for the project.

CYC agrees to provide the following services towards the achievement of the stated objectives of this PPA (on the basis that the work relating to the pre-application stage is funded through the pre-application advice service):

- Arrange, facilitate and attend any required meetings with [the developer] as agreed between the parties for achieving the stated objectives.
- Officers will identify issues and information that needs to be addressed, as well as any likely legal agreement obligations, as part of the pre-application discussions.
- Officers will provide their own professional opinions that will form guidance for the developer. This guidance will not, however, bind officers to a final recommendation nor override the requirements for a formal planning application to be determined without prejudice and within the statutory requirements of current planning legislation.
- Complete checking and validation of the applications within ten working days of receipt of the applications providing all necessary information is provided to the council.
- Designate an officer/team of officers to be responsible for the full range of issues raised by the proposal/application. The principle contacts will be:
[Lead Officer]
[Overseeing Officer]
- Issue consultation letters within five working days of the application(s) being validated.
- Make available on the council website within 5 working days of receipt consultation responses received on the applications so that any matters arising can be addressed by [the developer] at the earliest opportunity.
- Appoint expeditiously any external consultants necessary to deal with aspects of the scheme that CYC is unable to deal with internally, to be funded by [the developer], subject to agreement on costs.
- Ensure that members are engaged with the development of this project as and when the need arises, whilst ensuring that their decision making function is not compromised.
- Instruct the Council's legal team to progress the draft Section 106 agreement in association with the applicant's legal representative within 4 weeks of validation of the applications, unless both parties agree otherwise.

- Report the applications to the relevant planning committee for determination by [date] or within 4 weeks of receiving any final revisions to the proposal whichever is the latter, unless both parties agree otherwise.
- Subject to the Planning Committee resolving to grant permission for the proposals, conclude the Section 106 agreement within agreed timescales, subject to both parties being satisfied with the details of the agreement.

[The developer] agrees to:

- Pay the agreed pre-application fee relating to this development proposal (see details included in section on Fees).
- Engage in meaningful pre-application discussions, and provide to the council (usually at least 5 working days in advance of any meetings or other agreed timescale) any essential information to allow assessment of the proposals.
- Respond within the agreed timescales to requests for further information and/or revisions.
- Attend project meetings with relevant persons.
- Identify the anticipated scope of the applications including details of all supporting information (including the EIA) for agreement with CYC.
- Submit a minimum of 4 full copies of each application (together with an agreed number of disc copies) with the information agreed at the scoping stage with the Council, so long as the information can reasonably be judged to be necessary to enable the determination of the applications.

Project Management Structure

A Project Team will be created involving relevant officers from other council departments to ensure a unified and consistent approach, led by the Project Lead.

A Working Group will be established to direct the development of the documents required to inform the preparation of the planning application(s). It will drive forward the project, working to progress the identified Issues and Tasks to meet key project milestones and timescales. The Group will include the following representatives:

[Insert agreed representatives from the council, developer/consultants, and any partner organisations]

Any Sub Groups needed to discuss in more depth particular issues will be set up as required.

A Project Steering Group will take a strategic overview of the project and will consider any issues that cannot be resolved by the Project Team. The Group will comprise lead officers from the council, the developer and any partner organisations and meet on an as-needs basis.

Timetable

Both parties agree to all reasonable endeavours to adhere to the Project Programme/Timetable and the key milestones identified in the summary table

below. The timetable will be reviewed between both parties and amended as necessary to take account of any relevant unforeseen matters that might arise.

[Insert Project Programme Table with key Milestone Description, Target Date and Responsibility-to be identified and agreed following the Inception Meeting.]

Fees

The fees relating to this agreement are included within the pre-application advice fee. The pre-application fee is in addition to the statutory planning fees required upon submission of the application(s) payable under the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations 2008.

The Council will prioritise the management and determination of the applications and the delivery of the development subject to the requirement of planning legislation applying at the time.

Acceptance of this Planning Performance Agreement

The parties are committed to the principle of collaborative working, undertaking the necessary tasks as outlined in this document according to the timetable established unless otherwise agreed subsequently between parties. It is recognised by both parties that the advice by council officers will be given in the context of the current Development Plan context which may be subject to change up to the adoption of the Local Plan. Nothing in this agreement shall restrict or inhibit the Council from properly exercising its role as the local planning authority. Nothing in this agreement shall restrict or prohibit the developer from exercising their right of appeal under the relevant planning act.

Signatures (One signed copy for each party)

Signed by the parties or their duly authorised representatives:

Signed)
and duly authorised)
for and on behalf of)
City of York)

Signed)
and duly authorised)
for and on behalf of)
[APPLICANT])

Date: