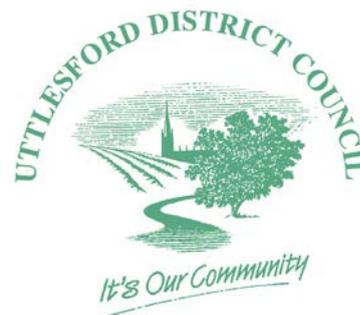


Planning Performance
Agreement Charter
Feb 2018



www.uttlesford.gov.uk

1) What is a Planning Performance Agreement?

- 1.1 A Planning Performance Agreement (PPA) is a framework in which parties come together to agree how they are going to take a development proposal through the planning process (CLG/Atlas, April 2008). It is a project management tool for planning applications to help the process run efficiently. A PPA is also a way for applicants and the Council to agree appropriate timetables and resources for a planning application.
- 1.2 PPAs are voluntary agreements between a Local Planning Authority (LPA) and an applicant. Their purpose is to deliver high quality sustainable development that is based on a clear vision and development objectives. They provide a structured way for giving advice to applicants before applications are made, developing supplementary planning documents and processing planning applications, to an agreed project plan and work programme.
- 1.3 They provide a framework for the involvement of relevant partner organisations and set a programme for community and councillor consultation. To be effective they should be considered and introduced at the early stage of seeking planning advice from the Council. PPAs do not guarantee a planning permission. The aim is to encourage a more efficient, joined up and less adversarial way of working, based on the principles of development management.
- 1.4 This Charter sets out how the Council will work with applicants, partner organisations, the community and other stakeholders to ensure that all large and complex development schemes are carefully considered in a constructive, collaborative and open manner. It establishes the Council's commitment to the use of PPAs, indicates when it is appropriate for them to be used, clarifies the responsibilities of key parties and provides guidance on the process for developing a PPA.
- 1.5 All parties involved in a PPA with Uttlesford District Council are expected to adhere to the Planning Performance Agreement Charter 2016.

2) When is a PPA appropriate?

- 2.1 The following types of application may be suitable for PPAs. The PPA is used in connection with our planning advice service.
 - i) **Large scale major applications, such as those identified as of strategic importance and/or include an Environmental Impact Assessment.**
 - ii) **Other major applications which are particularly complex in nature and require extensive advice.**
 - iii) **Applications for a programme of ongoing works where particular complexities arise such as approving details required by conditions on major applications or multiple applications across an area or estate.**
 - iv) **The development of a Supplementary Planning Document or Masterplan prior to pre-application discussions.**

2.2 Planning Performance Agreements will not be entered into if the scheme put forward is not considered to be potentially acceptable in principle. Nor will we normally enter into a PPA during an application in order to provide a longer period for a decision – it should be a structured, planned approach.

2.3 Two types of PPA service are offered by Uttlesford:

Type 1: Strategic, significant and very complex projects where the Assistant Director Planning expects a Developer to enter into a PPA

Type 2: A major application where complexity is expected at both pre-application and application phase and the Planning Service considers it expedient to offer the PPA process.

The proposal has to constitute 'major' development, as defined by Government. The thresholds for 'major' are:

- a. Applications for 10 or more dwellings (or where the number of dwellings is not yet determined, the site area exceeds 0.5 hectare); or*
- b. Applications proposing a building which has a floorspace of 1,000 sqm or greater; or,*
- c. Applications which comprise development on a site which has an area of 1 hectare or greater*

3) What does it cost?

3.1 The cost of a PPA is dependent on the scale of the application, the resources required and input from officers for the project, and will be based on hourly rates for officers, including overheads. The fees cover our costs for providing the advice and if we did not charge this the cost would be met by Council tax payers generally. The fees do not include VAT which will be applied at the appropriate level at the time of invoicing. Any fees paid will not be refunded if it is decided advice is no longer required, even if we have not yet provided it. Costs charged are set on a 'break even' basis for the additional resources deployed.

3.2 The assessment of the resources needed may result in a need to bring in additional expertise or temporary staff, to be funded by the applicant. Importantly, any fees paid do not directly fund the person or people involved in the project.

3.3 Where a planning application for a major development proposal is submitted without a planning performance agreement, it will be handled as a routine application within the existing workload of the team, without dedicated resource.

4) Benefits

4.1 There are many benefits and advantages of a PPA between the Council and the applicant, including:

Better overall management of advice and post application stages;

Identification of key issues at an early stage; more realistic and predictable timetables; greater accountability and transparency; improved partnership working;

Dedicated time to your project to an agreed level; and Continuity and consistency in the Council's team.

5) Colleagues across the Council and Stakeholders

5.1 For PPA applications, specialist officers may also be required to provide advice in a timely and proactive manner. These may include officers with specialisms in housing environmental health and law. The County Council may be involved in transportation and highways as well as other statutory bodies. Where appropriate, other officers will be invited onto the project team.

6) The applicant

6.1 The Council expects applicants to approach any project in an open, collaborative and creative manner. Applicants are expected to appoint the appropriate professional consultants with sufficient experience to reflect the complexity of the project and work cooperatively with the Council in sharing information. They are also expected to use reasonable endeavours to meet the agreed work programme. All applicants will be expected to adhere to the Planning Performance Agreement Charter when entering into a PPA.

7) Community engagement

7.1 The Council is committed to consulting and listening to the views of local residents and businesses to inform its decisions so they have a meaningful opportunity to influence the development of the District.

7.2 The type of consultation that is appropriate before applications are made will vary depending upon the scheme but could include public exhibitions and meetings, surveys of opinion and consultation with other key local groups. The Council will expect the developer to carry out the consultation but can provide advice on the most appropriate methods for doing so and the groups they may wish to consult.

8) Member involvement

8.1 Councillors are likely to engage as part of the consultation process on PPA schemes in agreement with the lead officer named in the PPA. Where appropriate, a briefing will be held with the appropriate committee and the councillors within whose electoral ward the PPA scheme is situated.

8.2 Councillors may also attend architectural appraisal or design review panels for schemes.

8.3 Councillors are involved so they can gain an understanding of the project and other pertinent issues. They may ask questions and raise issues but will not be expected to offer personal opinions on a scheme. Those Councillors who also sit on a Committee that determines planning applications will need

to adhere to the Code of Conduct for Members on planning matters and cannot predetermine their view on a scheme that will subsequently be the subject of a planning application. Applicants should not engage privately with councillors.

9) The process for developing a PPA

9.1 For an applicant wishing to enter into a PPA, the process comprises five key stages set out in the Figure below:



An initial assessment is made as to whether a PPA is appropriate and whether a type 1 or type 2 PPA is appropriate. An initial scoping meeting is held with the applicant and LPA to agree where appropriate the vision, objectives and all milestones of the PPA.

Where a type 2 PPA is agreed, a steering group is appointed to coordinate the PPA throughout its lifetime. In all cases a Project group for the Council will be appointed, including a client-facing Manager who will with the client's appointee manage the PPA process. The Project team will report to the steering group on a regular basis to be agreed.

The PPA will set out the core body of the PPA management with regard to the meetings to be held during the pre-application and application stages and who shall attend, consultation and liaison arrangements and any other meeting including Legal and viability meetings. Site meetings and attendees during this process will seek to be agreed as far as possible and costed accordingly.

A timetable for the process which is considered reasonable and achievable by both parties will be agreed in line with national timescales, as far as possible.

9.2 All other matters relating to the practical execution of the PPA will be sought to be clarified as far as possible prior to formal agreement.

9.3 It is recommended that the PPA contain post application management within its remit especially discharge of any likely pre-commencement conditions should planning permission be granted. Both parties should seek as far as they are practically able as part of the PPA to resolve such issues as would normally require such conditions prior to determination of the application

9.4 The PPA is signed by the Assistant Director Planning and a suitably senior representative of the client.

9.5 Legal agreements including Heads of Terms and viability agreements will normally be expected to be agreed during the pre-application or application phase.

10) Protocol for all PPAs

All PPAs are completed in this legal context and are subject to these standard requirements:

- 10.1** When a PPA is entered into it is recognised that the scale of the development proposals will give rise to complex planning issues and the advice and application stages will require significant input from the Council team. Both parties will ensure that the advice and application stages are considered and dealt with in a timely manner, having regard to any timetable set out in a PPA and in compliance with relevant statutory procedures.
- 10.2** All PPAs are made pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 93 of the Local Government Act 2003 and Part 1 of Chapter 1 of the Localism Act 2011.
- 10.3** No PPA will fetter the Council in exercising its statutory duties as local planning authority. It will not prejudice the outcome of planning (and related) application(s) or the impartiality of the Council.
- 10.4** No PPA will restrict or inhibit the applicant named in the agreement from exercising the right of appeal under Section 78 of the Town and Country Planning Act 1990.
- 10.5** The parties entering into a PPA agreement 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 the PPA.
- 10.6** Any party entered into a PPA agreement will use their reasonable endeavours to adhere to any agreed timetable/schedule which sets out the procedure for handling the relevant planning enquiries, pre-application negotiations, and planning and/or listed building/conservation area consent applications in relation to the site.
- 10.7** Applicants will provide access to the pre-application/application site upon the Council's reasonable request to support the provision of advice and processing of any application.
- 10.8** Unless specified in a PPA agreement, the Council will use its available resources to determine application(s) within normal planning application timescales.
- 10.9** Either party may by written notice terminate a PPA giving 7 days' notice in writing reason. The parties' rights, duties and responsibilities shall continue in full force during any termination notice period.
- 10.10** Failure to pay the fees as set out in the individual PPAs at the stated times will result in the PPA being dissolved.

11) Freedom of Information

- 11.1** Under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 we may receive a request to disclose pre-application

advice requests and the advice we have provided. If you require your request to be confidential please advise us in writing of the reasons valid under the Act for this at the time of your request. We will not respond at the time of your request but will take it into account when deciding whether to release information.

More information about Freedom of Information can be found at:

<https://ico.org.uk/>

12) Further information

- 12.1 More information about planning is available at: www.uttlesford.gov.uk
- 12.2 Information about our services can be viewed online without charge at: our libraries and Council Offices London Road Saffron Walden Essex CB11 4ER

13) Tell us what you think

- 13.1 When we get things right please tell us. When we could do better please also tell us so we can improve. Contact planning@uttlesford.gov.uk

| Months | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11+ |
|--|---|---|---|---|---|---|---|---|---------------------------|---|----|-----|
| Initial Proposal: Meeting | █ | | | | | | | | | | | |
| Feedback to initial Meeting | | █ | | | | | | | | | | |
| Developing the Vision | | █ | █ | | | | | | | | | |
| Follow up meeting: agreeing the objectives, ID the issues | | | █ | | | | | | | | | |
| Submit Pre-application/Draft PPA | | | █ | | | | | | | | | |
| Task Plan | | | █ | █ | | | | | | | | |
| ID Project, Team and Roles | | | █ | █ | | | | | | | | |
| Develop Timetable for Pre-App Application and Post App Stage | | | █ | █ | | | | | | | | |
| Pre-App meetings and Complete and Sign PPA. Developer Pays fee | | | █ | █ | | | | | | | | |
| Submission of Planning Application and Draft Heads of Terms* | | | | | | █ | █ | █ | Longer if agreed with LPA | | | |
| S106/ Legal Meetings | | | | | | █ | █ | █ | █ | | | |
| Post Application meeting- Compliance and Implementation | | | | | | | | | █ | | | |
| Post Application meeting- Discharge of conditions and Implementation | | | | | | | | | | █ | █ | |
| Completion of post-application process all AODs discharged | | | | | | | | | | | | █ |

Table: Hypothetical Development Project subject to a PPA