

**Committee: Cabinet**

**Agenda Item**

**Date: 30 March 2017**

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**Title: Planning Performance Agreements**

**Portfolio Holder: Cllr Susan Barker, Cabinet Member for Environmental Services**

**Key decision: No**

### **Summary**

1. This report recommends Planning Performance Agreements be endorsed as an option for major or strategic applications. The development management service has been approached by two large developers to enter into a Planning Performance Agreement. However, to date the authority has not taken a view on whether to offer Planning Performance Agreements. A PPA will improve the customer service for applicants because the council will commit to a bespoke project timetable for pre application advice, determination of a planning application, and dealing with post decision matters.

### **Recommendation**

2. To endorse the offer to applicants for major development the option of a Planning Performance Agreement.
3. To authorise the Assistant Director – Planning to negotiate terms for and to enter into Planning Performance Agreements with individual developers

### **Financial Implications**

4. Planning Performance Agreements (PPA) will be based on the recovery of costs of providing a bespoke service for the assessment of major or strategic applications, including the start up costs of introducing the option such as training requirements. Income from PPA fees will be reinvested in the planning service.

### **Background Papers**

5. Draft Charter for Planning Performance Agreements – attached.

### **Impact**

- 6.

Communication/Consultation	Appropriate publicity and marketing of PPAs will be undertaken. The concept will be explained to communities to help it to be understood.
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Community Safety	No specific implications
Equalities	No specific implications
Health and Safety	No specific implications
Human Rights/Legal Implications	No specific implications
Sustainability	No specific implications
Ward-specific impacts	No specific implications
Workforce/Workplace	In the event of the receipt of a number of major applications at the same time, or if a strategic major application would have a disproportionate impact upon staffing resources, there may be a requirement to procure external consultancy resource to provide agreed standards of service for Development Management, or recruit interim staff on a temporary basis to accommodate increased service workload.

### Planning Performance Agreement

7. A framework for Planning Performance Agreements (PPAs) has been introduced by Government to assist local planning authorities and developers in delivering high-quality decisions on strategic, major planning applications.
8. A PPA allows both a developer and the local planning authority to agree a Project Plan and Programme for major planning applications, from the first pre-application discussions through to applications of discharge of conditions of any eventual planning application. **It must be stressed that signing up to a PPA does not fetter the planning authority in determining the outcome of any planning application** – it is effectively a more collaborative project management method for considering strategic planning applications.
9. Government strongly advise that if PPAs are to be used by a local planning authority, a formal process should be enshrined in a Charter setting out the authority's general approach.
10. Government has also confirmed that any planning applications that use the PPA process are effectively removed from the current national performance

indicators (currently 13 and 16-week timescales for decision-making). They will instead be measured against the timescale agreed by both the local planning authority and the developer, which will be stated in the PPA Project Programme.

11. This process cannot be imposed by either party. Both the local planning authority and the developer have to agree to a PPA. The final decision on any eventual planning application will continue to depend upon the planning merits of the case, regardless of whether a PPA exists or not.
12. 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
13. Once a PPA has been agreed an initial meeting is set. The initial meeting is simply to identify both parties' position(s) on the objectives and aspirations for development; whether it accords with national, regional and local planning policies; and whether there is evidence that the development is required (physically, environmentally, socially and economically). It will also be the stage where the local planning authority advises the developer about the involvement of statutory agencies, relevant community/resident groups and Elected Members.
14. Following on from this initial contact, the parties will arrange a formal Development Meeting. This is where draft proposals are critically and openly considered by all relevant statutory bodies (usually one representative per organisation). The purpose of the meeting is to try to agree the vision for the development, identify all the relevant issues before submission of the planning application. Exceptionally, these meetings may be independently chaired by the Government's Advisory Team for Large-Scale Applications (ATLAS). Otherwise they will be chaired by the local planning authority.
15. The Project Programme shall then be published and be publically available. It is anticipated that the Programme will be signed by the Assistant Director Planning and a Project Manager for the developer. Any critical third parties (e.g. key statutory consultees) may also be expected to sign the document, with a commitment to producing their formal observations on the planning application on time.
16. Following publication, the Programme is then implemented. It is for the Project Managers on both sides to ensure implementation remains on time, so that a planning decision can be delivered at Planning Committee and there is

sufficient time for conclusion of any legal agreements (should planning permission be forthcoming).

**PPA fees**

- 17. A PPA involves additional expenditure and the proposal is to charge a bespoke fee. The fee would be calculated using the hourly cost of each relevant officer and any additional external resource which may be required e.g. specialist consultants to review and comment on documentation.

**Options considered**

- 18. The council could decide not offer the option of a Planning Performance Agreement, and continue with the current arrangements for dealing with pre-application discussions for major applications. Officers would continue to arrange informal meetings to discuss proposals but potentially without the benefits of a development team approach. Opportunities would be lost during early stages when developers’ plans are still fluid to enable them to respond to consultation suggestions, and to consider the wider scope of their proposals. In the absence of a Planning Performance Agreement the timescales for determining major planning applications would remain at 13 and 16 weeks (unless an extension of time is agreed between both parties), rather than agreed application-specific timescales. This could mean that the time to determine major planning applications could go beyond their national performance indicator target date.
- 19. Adopting the principle of Planning Performance Agreements would introduce a consistent procedure for the consideration and negotiation of major planning applications and addressing their strategic implications. This would provide greater opportunity for statutory consultees to be involved earlier in the development process, and would give greater certainty to all parties regarding timescale of submission and determination of planning applications.
- 20. Observers have commented that PPAs will not, by themselves, solve the inherent challenges facing the national planning system. Indeed they will not be appropriate for all major development proposals. But if they are adopted for schemes which are complex and most challenging, then they are already acknowledged as having the potential to achieve greater collaboration and transparency between all parties involved in the development process. Formalisation of the process through the adoption in principle of Planning Performance Agreements is therefore considered necessary.

**Risk Analysis**

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Risk	Likelihood	Impact	Mitigating actions
By not having an agreed PPA, the	2 The number of major	3 Opportunities	The proposed PPA takes into account

<p>pre-application process does not take into account all of the statutory consultee concerns which could extend the determination of a planning application. Potentially Government set performance standards would not be met.</p>	<p>applications expected could mean that applicants/ developers do not agree to extensions of time.</p>	<p>for place making lost and delays to appropriate projects delivering economic growth</p>	<p>good practice and sets out an agreed format.</p>
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- 1 = Little or no risk or impact
- 2 = Some risk or impact – action may be necessary.
- 3 = Significant risk or impact – action required
- 4 = Near certainty of risk occurring, catastrophic effect or failure of project.