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| **PLANNING PERFORMANCE AGREEMENT** | Development Management Service  Planning and Development Division  Environment and Regeneration Department  PO Box 333  222 Upper Street  LONDON N1 1YA |

**Application Stage**

**Planning Performance Agreement**

     [Date]

      [Site Address]

      [Application reference number]

Between:

London Borough of Islington

and

      [the Applicant]

**Planning Performance Agreements**

Excerpt from the National Planning Practice Guidance, paragraph 016 Reference ID: 20-16-20150326 (revised 26 March 2015):

A planning performance agreement is a project management tool which the local planning authorities and applicants can use to agree timescales, actions and resources for handling particular applications. It should cover the pre-application and application stages but may also extend through to the post-application stage.

Planning performance agreements can be particularly useful in setting out an efficient and transparent process for determining large and/or complex planning applications. They encourage joint working between the applicant and local planning authority, and can also help to bring together other parties such as statutory consultees.

A planning performance agreement is agreed voluntarily between the applicant and the local planning authority prior to the application being submitted, and can be a useful focus of pre-application discussions about the issues that will need to be addressed.

Paragraph 018: Reference ID: 20-018-20150326

A planning performance agreement can extend to matters beyond the formal application process – such as programming the negotiation of any section 106 agreement and related non-planning consents. For very large or complex schemes the agreement may also provide a basis for any voluntary contributions which the applicant has offered to pay to assist with abnormal costs of processing the application. The parties will want to ensure that such payments do not exceed the cost of the additional work involved, are not seen to have any implications for the decision on the application, and do not deflect resources from processing other cases; any additional resource provided in this way needs to be used for additional capacity that is genuinely required to ensure a timely and effective service.

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Appendix 1: Programme

Appendix 2: Agreed Application Documents

**1. Introduction and Purpose**

* 1. London Borough of Islington (LBI) is the local planning authority for development within the area in which the development site is located.
  2. The Applicant is      .
  3. The Site is      . The Site is identified as site       in Islington’s Site Allocations Development Plan Document (June 2013). [delete if not relevant]
  4. The applicant has submitted a planning application seeking permission for a       development.
  5. The application will be supported by the documentation as set out in Appendix 2 of this agreement.
  6. This Planning Performance Agreement is an agreement between the London Borough of Islington and the Applicant to provide a project management framework for handling this proposed major planning application through to determination. This framework should improve and speed up the planning process by committing both parties to an agreed timetable containing “milestones” that make clear what level of resources and actions are required and ensure that all key planning issues are properly considered and resolved.
  7. This agreement does not give a guarantee of planning permission. It relates to the process of considering development proposals and not the decision itself.
  8. This agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.
  9. Nothing in this agreement shall restrict or inhibit the Applicant(s) from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.

**2. General Principles**

* 1. The objective of this Planning Performance Agreement is one of co-operation and consistency throughout the negotiation and determination of this planning application, to provide a degree of certainty for the intended outcomes and to improve the quality of the project and of the planning decision.
  2. The London Borough of Islington and the Applicant agree to be governed at all times by the following principles:

**Principle 1**: To work together as a team and in good faith, and to respect each others interests and confidentiality.

**Principle 2**: To commit and provide promptly information to support and manage the development management process, in accordance with the Performance Standards contained in paragraph 5.4 of this agreement.

**Principle 3**: To be transparent and consistent at all times between all parties so that outcomes are anticipated, defined and understood.

**Principle 4**: To provide effective involvement and consultation with the surrounding community, statutory and other stakeholders, and any individual or group with a legitimate interest.

**Principle 5**: To reach agreement milestones which will remain fixed unless agreed by all parties otherwise.

**Principle 6**: To identify and involve specialist consultees and advisors including authority officers/managers where appropriate.

**Principle 7:** All parties will seek to use the pre-application period to address matters that would otherwise arise via planning conditions, and significantly reduce the level of potential conditions, particularly in respect to those preventing commencement of works.

**3. Pre-application Discussions**

* 1. This PPA follows a series of pre-application discussions as set out in the Application Programme (Appendix 1) and covered by a previous Planning Performance Agreement.

**4. Form and Content of the Application(s)**

* 1. The applications to cover these proposals include:

1. full planning permission [delete if not relevant] outline planning permission [delete if not relevant]; and

b) listed building consent [delete if not relevant].

* 1. The list of application documents that are agreed as set out at Appendix 2.

**5. Resources and Liaison**

* 1. **The Project Team**

The Project Team will comprise of the Applicant’s Team and the LBI’s Team, as defined below. The Project Team will be expanded by agreement.

* 1. **The Applicant’s Team:**

|  |  |  |
| --- | --- | --- |
| **Name** | **Position & Role** | **Contact Details** |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. **The LBI’s Team:**

|  |  |  |
| --- | --- | --- |
| **Name** | **Position & Role** | **Contact Details** |
|  |  |  |
|  |  |  |
|  |  |  |

5.4 **Performance Standards**

* + 1. Communications, be it via email or hard copy correspondence shall be acknowledged within 5 working days with a suitable response where possible.
    2. Telephone messages shall be returned within 2 working days of receipt.
    3. Relevant information will be circulated by all parties no later than 3 working days prior to a meeting.
    4. The Applicant’s Planning Agent to circulate meeting agendas, unless otherwise agreed, no later than 3 working days prior to any meeting.
    5. Unless otherwise agreed, actions arising from meetings shall be agreed no later than 3 working days after the meeting.
    6. Unless otherwise agreed, the Applicant’s Planning Agent will circulate minutes no later than 3 working days after the meeting.
    7. If requested by the Applicant or Planning Agent, the LBI shall provide informal feedback on information presented at a meeting within 7 working days from that meeting.
    8. Formal feedback from pre-application or working group meetings will be provided within 10 working days from that meeting.

5.5 **Meetings**

* + 1. Meetings will be attended by the Project Team (unless specific attendance is not required due to meeting topic).
    2. The applicant’s Planning Agent, in conjunction with the LB Islington Case Officer, will act as PPA Project Managers and will convene meetings, organise agendas and produce minutes to be agreed by the Project Team.
    3. Project Team meetings will be held at the times set out in the Project Programme (unless otherwise agreed, or cancelled).

5.6 **Availability of People and Resources**

* + 1. The parties to this agreement will endeavour to make available members of the Project Team to facilitate meetings within 7 working days from a formal written request, unless otherwise agreed.
    2. The parties will also share with each other project tools (such as traffic models, visualisation models and development viability information) subject to protecting commercial confidentiality and Freedom of Information considerations.

5.7 **Confidentiality**

5.7.1 Confidentiality protocols will be agreed and applied to specific issues and/or information as they emerge.

5.8 **Costs**

5.8.1 The Applicant commits to cover:

i) The arrangement fee for setting up the Planning Performance Agreement and Project Timeframes (including ongoing review and amendments that may be required in the future) of £XXXX (+ VAT = £XXXX). [refer to charging schedule]

1. LBI’s costs incurred in the staffing and resourcing of necessary meetings between the LBI’s Team and the Applicant’s Team during the application process. Further meetings will be charged at £2,367 (+ VAT = £2,840).

Note – if an arrangement fee has already been paid as part of an earlier pre-application PPA and this planning application stage PPA intends to continue directly on from that agreement then no additional arrangement fee will be charged for the application stage PPA.

iii) The relevant fee £XXXXXX (+ VAT = £XXXXX) See charging schedule for consideration of the proposals by the Design Review Panel (DRP), note that follow up consideration by the DRP is charged at £XXXX (+ VAT = £XXXXXX). See charging schedule Whilst DRP should be attended at pre-application stage, in the event it is considered necessary to be presented during application stage, the charges are as set out.

iv) LBI’s reasonable costs which may be incurred with the appointment of external consultants (such as Independent Financial Viability Consultants) to progress the planning application to be agreed by the Applicant on a case by case basis. All appointments whose costs are covered by the Applicant will be by mutual agreement, with LBI obtaining quotes and issuing these to the Applicant prior to appointment.

v) LBI’s reasonable legal costs incurred in association with the preparation of the S106 Agreement.

vi) The Applicant is advised that the fee set out in this section are subject to review on an annual basis and will be reset (and may increase) following adoption by the Council of any revised charging schedule.

5.8.2 The Applicant confirms the correct details for invoicing are set out below:

|  |  |
| --- | --- |
| **Invoice details** | |
| Name |  |
| Company |  |
| Address |  |
| Telephone number | Direct dial:…………….…….  Mob:……………………....... |
| Email address |  |

**6. Application (Project) Programme**

* 1. The PPA Programme is devised to provide a realistic timeframe for determining the planning application. The Application and LBI acknowledge that the timetable may be subject to change which will be kept under review moving forward. The Project Programme is detailed in **Appendix 1** of this document.
  2. It has been agreed that a XX **week** timeframe for the Project Programme is appropriate for consideration of the planning application and the issuing of the planning decision.
  3. In agreeing to this timeframe, the Applicant and LBI agree to extend the statutory period for determination of the planning application under Article 34 of the Town and Country Planning (Development Management Procedure) (England) Order 2015.
  4. The Applicant further agrees not to request the return of the planning application fee.
  5. Within the agreed timeframe, meetings will be arranged as above and when considered necessary by agreement, with suggestions of appropriate meetings set out within the Project Programme (**Appendix 1**)..
  6. If there is a delay in the Project Programme, the Project Team will review whether the Project Programme is still realistic or whether the Project Programme and the Planning Performance Agreement determination timeframe need to be revised. Any revisions to the Planning Performance Agreement determination timeframe shall be agreed in writing by the Applicant and LBI.

**7. Agreement**

7.1 The London Borough of Islington and the Applicant hereby agree to the content of this Planning Performance Agreement.

|  |  |
| --- | --- |
| **London Borough of Islington** | |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** |  |
| **Date:** |  |

|  |  |
| --- | --- |
| **Applicant** | |
| **Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **On Behalf Of:** |  |
| **Date:** |  |

**APPENDIX 1 – APPLICATION PROGRAMME**

LBI and the Applicant shall work to ensure that the consideration of the proposal is progressed in accordance with the Application Programme set out below (unless a variation to the Application Programme is agreed in writing in by both the Applicant and LBI).

**Project Programme - Pre-application Phase**

The following pre-application process has occurred (as covered by Planning Performance Agreement dated       for the pre-application stage).

| **Pre-application phase of programme** |
| --- |
| Pre-Application Meetings |
| Design Review Panel |
| Pre-Application Members’ Forum |
| Public Consultation |

**Project Programme - Application Phase (Non GLA Referable)**

|  |  |  |
| --- | --- | --- |
| **Week(s)** | **W/C** | **Formal application phase of programme** |
|  | (date) | Applicant to confirm Invoice paid and Council to confirm payment received. |
|  | (date) | Applicant to submit the planning application  LBI to register and validate the application; and   1. send out consultation letters / advertising the application; **or** 2. inform the Applicant if application is invalid. |
|  | (date)  Subject to submission of a valid application | Statutory consultation period  LBI to assess application and inform the Applicant of any issues as they arise  Project Team Meeting (if necessary)  Draft S106 Heads of Terms to be discussed |
|  | (date) | End of Statutory consultation period  LBI to confirm any outstanding issues to be addressed (objectors comments etc). |
|  | (date) | Applicant to address any outstanding issues/prepare amended plans (if necessary) |
|  | (date)  Note: if re-consultation is required this will increase the programme length by 2 weeks | LBI to confirm any final issues to be addressed  Draft S106 Heads of Terms to be agreed.  Legal teams instructed to prepare draft S106. |
|  | (date) | Preparation of reports to Planning Committee  S106 Heads of Terms to be agreed.  Receipt of any final amended plans additional information from the applicant.  Discuss planning conditions |
|  | (date) | Review of Draft LBI Planning Committee Report |
|  | (date) | Applicant to confirm any outstanding Invoices paid and Council to confirm payment received. |
|  | (date) | Publication of LBI Planning Committee Report |
|  | (date)  The week the Committee meeting falls on will depend on the Committee timetable and submission date | **Planning Committee meeting**       (date)  S106 drafting |
|  | (date) | S106 drafting / completion |
|  | (date) | Applicant to confirm all outstanding Invoices paid and Council to confirm payment received. |
|  | (date) | **LBI issue planning decision notice**  (following completion of S106 in the event that planning permission is to be approved) |

**Appendix 2 – Agreed Application Documents**

The Application comprises:

* Planning Application Form and Certificates;
* CIL forms;
* Site Location Plan;
* Accommodation Schedule;
* Drawing Schedule;
* Application Drawings;
* Town Planning Statement (including Affordable Housing Statement and Draft s106 Heads of Terms);
* Design and Access Statement;
* Townscape, Heritage and Visual Impact Assessment;
* Access Statement;
* Market Housing Demand Profile in Islington;
* Transport Assessment (including PERS Audit, Stage 1 Safety Audit and Refuse Strategy;
* Draft Residential Travel Plan;
* Statement of Community Involvement;
* Sustainability Statement (including Code for Sustainable Homes Pre-Assessment and Green Performance Plan);
* Energy Strategy Report;
* Noise Assessment;
* Air Quality Assessment;
* Daylight and Sunlight Report (including light within);
* Arboricultural Survey;
* Arboricultural Impact Assessment;
* Extended Phase 1 Habitat Survey;
* Bat Survey;
* Health Impact Assessment;
* Site Waste Management Statement;
* Utilities Report;
* Drainage Assessment Report; and
* Ground Investigation Report.