

## Planning Performance Agreement Charter

1. This document (the Planning Performance Agreement Charter) sets out the approach of Dartford Borough Council (DBC) to the development and delivery of Planning Performance Agreements (PPA).
2. A PPA is an agreement between a local planning authority and an applicant to provide a project management framework for handling a major planning application' or complex applications which are likely to go beyond the statutory timescale for determination. It also follows further guidance published by the Advisory Team for Large Applications (ATLAS) which recommends that if PPAs are to be used regularly, a Local Planning Authority is encouraged to establish a formal process document ("Charter") to set out their broad methodology for dealing with large complex development projects.
3. The establishment of this PPA charter is consistent with the Council's commitment to engage with developers/applicants in a collaborative project managed process to deliver major and complex development proposals that support the Council's corporate objectives which also aim for a positive character of place and high quality design. PPAs will also improve planning performance and ensuring effective community involvement will additionally form a key strand of the PPA process.
4. The objective of this Charter is to clarify the Planning Service's generic expectations of the PPA process, as summarised in the five principles below:
  - (i) **Commitment:** DBC expects to actively deliver the actions, behaviour and co-operation to which they commit in signing the PPA. The Council's Planning Service will through the PPA sign up to agreed timescales for providing comment on submitted material, consideration of the planning application and recommendation as to a decision.
  - (ii) **Engagement:** DBC expects that its own officers, and external partners as well as collaborating developers and their agents/advisors to negotiate openly and honestly with each other and to embrace the principle of community involvement in shaping the outcome of major proposals.
  - (iii) **Fees:** DBC expects the developer entering into a PPA with the Borough Council's Planning Service to pay the agreed PPA fee at the required time. The PPA schedule of charges will be published on the Council's web page, and fees may be updated from time to time.
  - (iv) **Resources:** The Council's Planning Service will set out for the developer signing a PPA the resources that it is committing to the delivery of that PPA. It is likely that such resources will include a Lead

officer/Project manager and a number of pre-arranged liaison and action meetings.

- (v) **Process:** In delivering its part of the PPA process the Planning Service commits to arranging appropriate liaison and action monitoring meetings in line with a project managed approach. It will, after each such meeting, as appropriate, amend the agreed action plan. The aim will be to follow an agreed timetable from pre-application negotiation through a series of agreed milestones to the submission and determination of a planning application.

## **PPA Applications**

5. Inclusion within the PPA process will be determined by the scale, complexity or magnitude of the proposal. Any planning application for which a PPA is in place at the pre-application stage will be exempted from the national performance indicator (13-weeks determination period) if the agreed PPA timescale is subsequently met, to allow applicants and the Local Authority to negotiate a flexible timescale that reflects the complexity and requirements of the individual application. DBC anticipates PPA applications ranging from strategic and very complex projects to significant but slightly less complex proposals.

## **Commitment to the PPA Process**

### **Dartford Borough Council**

6. DBC will identify a Lead Officer who will manage the process and take on the additional lead responsibility of project delivery. The lead officer will be a Principal or Senior Planner. The lead officer's responsibilities are summarised below:
- Progressing the project;
  - Reviewing progress;
  - Primary interface with the developer's project team;
  - Delivery of tasks to the agreed timetable;
  - Co-ordinate a project team response from other Council functions;
  - Co-ordinate from external specialist advisors to the Council (eg archaeology, biodiversity, financial advice);
  - Liaison with stakeholders;
  - Public consultation;
  - Communication with Members;
7. All Council Officers will work on behalf of DBC in the wider public interest to secure the optimum scheme that delivers the Council's planning objectives and accords with relevant planning policy, including relevant supplementary planning documents. The Officers will express their own professional opinions

that will form guidance for the applicant. 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.

8. The Council will use best endeavours to meet the agreed programme. In any case, unless specified in a PPA agreement, the Council will use its available resources to determine application(s) within 91 days of receipt (major applications) and 112 days (EIA applications). The Council reserves the right to renegotiate the PPA fee if the timetable/programme is unreasonably extended

### **Statutory Agency and Service Providers**

9. For the larger, complex applications, it is anticipated that stakeholders from statutory agencies and other key consultees may be prepared to provide appropriate advice at various stages in a timely and proactive manner and the Council lead will seek to co-ordinate this advice.

### **Applicant**

10. DBC will expect the applicant to approach any project in a direct, collaborative and creative manner and to work co-operatively with the Council in the sharing of information. The applicant will be expected to appoint the appropriate professional consultants with sufficient experience to reflect the complexity of the project. They will be also expected to use best endeavours to meet the agreed programme and to provide information requested in a timely manner.
11. 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 (as amended). If this right is exercised the PPA between the parties will be terminated.

### **Community Engagement**

12. DBC is committed to engaging with local people and organisations in planning for sustainable development in an open and constructive manner.
13. The applicant will be obliged to ensure that all community consultation is meaningful and not seen as a public relations exercise to win support for a pre-determined proposal. Additionally, the responsibility for carrying out pre-application consultation (and the costs of doing so) will rest with the applicant.

### **Member Involvement**

14. DBC will ensure that Members are apprised of individual PPA processes and briefed, accordingly.

## **Fees**

15. It is expected that each PPA fee will be negotiated on an individual basis at the respective inception meeting. Charges will be based on the extensive experience that the Council has with such large and complex applications.

## **PPA Process Expectations**

16. The Borough Council will expect any applicant engaged in the PPA process to ultimately sign the Agreement document to which the Council will also commit. It is envisaged that the process will comprise three key phases:

### **Inception phase (pre-application)**

17. Agreement of a shared vision and development objectives as far as possible;
18. Review of policy base and identification of key technical issues, to include areas of difference (if relevant) and how these might be resolved;
19. Agreement to a process of community and member engagement and involvement of statutory agencies;
20. Development of a project plan to identify key tasks and responsibilities of the project team;
21. Development of a work programme setting out key target dates and timescales e.g. planning application determination period (in excess of 13 weeks) and the milestones for project review;
22. Finalisation and signing of the formal PPA by the Council and Applicant

### **Application phase**

23. Consideration of the planning application in accordance with an agreed work programme.
24. Meetings to discuss progress or consultation responses, as appropriate.
25. Regular review of the PPA project plan and revision (as required) to include a final review/analysis and appraisal of the process.
26. Agreement to proposed conditions.
27. Reporting to the Council's DC Board for decision or resolution to grant, or determination date for delegated authority.

28. Where appropriate, negotiation and completion of a S106 Agreement

29. Decision to be issued at an agreed date

### **Implementation phase (post decision)**

30. Work programme with regard to submission of details pursuant to conditions and S106 obligations.

31. It is expected that the PPA project plan and work programme will be collaboratively reviewed at regular intervals and updated accordingly with any key changes agreed in writing.

### **The Form of Planning Performance Agreements**

32. The Council will require any applicant engaged in the PPA process to collaboratively set out and reach agreement on the following key headlines:

- Project 'lead' for both the Council and applicant
- Vision and objectives
- Project structure
- Consultation strategy
- Project issues and task list
- Project programme & management
- Decision making framework to include a post-decision structure
- Closing review of process

33. The Council will provide a template(s) to clarify the expected format of any PPA albeit that the precise content of the PPA is subject to agreement between the applicant and the Council and will be determined by the complexity of each individual project.