



Council of the
ISLES OF SCILLY

DATED: [DATE]

PLANNING PERFORMANCE AGREEMENT

BETWEEN

COUNCIL OF THE ISLES OF SCILLY

AND

XX

PROJECT PLAN FOR THE DELIVERY OF:

XX

1. Definitions

- 1.1 For the purposes of this Planning Performance Agreement (PPA), Council of the Isles of Scilly, as the Local Planning Authority, shall be referred to as 'CIOS', with XX referred to as 'the Developer'.
- 1.2 The redevelopment of the [DESCRIPTION] shall be referred to as 'the scheme' or 'the development(s)'.

2. Objectives of this Planning Performance Agreement

- To establish an agreed timetable towards ensuring a deliverable scheme that will be subject to a planning application and its determination;
- To impart and assist with pre-application advice to help shape the scheme, including pre-application consultations with stakeholders;
- To establish the appropriate level of community engagement with stakeholders given the sensitivities of the site;
- To establish the appropriate level of technical engagement with stakeholders given the sensitivities of the site;
- To identify determining issues and agree steps to resolve them wherever possible;
- To identify and determine any Section 106 Legal Agreement;
- To establish an agreed timetable for the determination of the planning application arising from this PPA;
- To set the standards in respect of CIOS and Developer response times for expediting the above objectives;
- To set the principles (and expectations) for engagement with Officers, Senior Managers and Members of the CIOS;
- To set the principles (and expectations) for the level of detail (whether formal or illustrative) the development will need to be supported by;
- To establish appropriate measures for monitoring compliance with the respective parties' obligations under this PPA, and
- To establish a review mechanism in respect of the Project Programme.

3. Vision / Objectives

- 3.1 To secure XX
- 3.2 To seek to further the purposes of the Isles of Scilly National Landscape as an AONB:
 - To conserve and enhance the natural beauty, wildlife and cultural heritage of the area; and
 - To promote opportunities for the understanding and enjoyment of the special qualities of the islands;

whilst meeting statutory duties when applying these purposes to seek to foster the economic and social well-being of the local island communities within the AONB.

- 3.3 Key Principles for the development are:
 - A development that displays high quality design appropriate to the site's location.
 - A development that protects and enhances the site's and surrounding heritage assets.
 - A development that supports the role of [island name] by attracting additional visitors who stay and spend within the island/area.

- A development that optimises sustainability.
- A deliverable development that complies with planning policies and addresses the identifiable site constraints.
- Engagement with the local community in the development process.

4. General Performance Standards

- 4.1 Communications (email or hard copy correspondence) shall be acknowledged within five (5) working days with a suitable response where possible.
- 4.2 Telephone messages shall be returned within one (1) working days of receipt.
- 4.3 Relevant information will be circulated by all parties no later than three (3) working days prior to a meeting.
- 4.4 The Developer's Lead Officer, in liaison with the CIOS Lead Officer, shall circulate meeting agendas, unless otherwise agreed, no later than three (3) working days prior to any meeting.
- 4.5 If requested by the Developer, the CIOS shall provide informal verbal feedback on information presented at a meeting within five (5) working days from that meeting.

5. Scope of the CIOS's services to be provided:

- 5.1 The CIOS will provide the following services towards achieving the stated objectives:
 - Timely and efficacious pre-planning application advice co-ordinated by the Lead Officer;
 - Arrange and facilitate any required meetings with the Developer as agreed between the parties for achieving the stated objectives;
 - Liaise with the Developer on all items requiring negotiation in a timely and positive manner;
 - Adopt a 'development team' approach ensuring that it takes a joined-up and co-ordinated approach across the CIOS to the advice it gives and decisions that it takes;
 - To provide the Developer at least five (5) working days (and no later than three (3) working days, in accordance with Section 4) prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points of agenda identified;
 - To provide written feedback to the Developer within ten (10) working days or advising the Developer within three (3) working days when written feedback may be possible should this timeframe not be achievable and / or provide informal verbal feedback within five (5) working days (as referred to in Section 4);
 - Follow the agreed indicative project programme (as amended and agreed in writing by both parties) as set out in Section 7;
 - Follow good project management principles in its governance of the PPA;
 - Where necessary, to ensure the timely instruction of any consultants required to independently review and assess reports submitted on behalf of the developer in support of the planning application;
 - Determine any planning application in a timely and efficacious manner;
 - Provide a Project Team, which will comprise the following individuals or posts:

Project Team (CIOS)		
Name	Position and Role	Contact Details
Lisa Walton	Chief Planning Officer responsible for the day-to-day management of all actions, tasks and personnel required to achieve the objectives and case officer for any planning application	Email: lisa.walton@scilly.gov.uk Telephone: 01720 424456 Postal Address: Council of the Isles of Scilly Old Wesleyan Chapel Garrison Lane St Mary's Isles of Scilly TR21 0JD
	Conservation Officer – responsible for providing advice on impact on heritage assets to advise the Lead Officer	Email: Telephone: Postal Address: as above
	Specialist Lead - responsible for providing archaeological advice and guidance to help shape the development proposals and to advise the Lead Officer	Email: Telephone: Postal Address: as above.
	Planning Assistant – responsible for providing administrative and other support to the Lead Officer	Email: Telephone: Postal Address: as above.

5.2 The services of other qualified officers will be made available as considered appropriate by the Project team. The CIOS will endeavour to ensure continuity of staffing as far as possible.

5.3 In summary, the CIOS will provide the following services:

- Provide advice and assistance at all stages of the process to help explore the development potential of the site and if agreed shape a deliverable scheme;
- Assistance with stakeholder engagement and communications;
- Determination of planning application and associated consents in an expeditious manner;
- Staffing and resourcing of the PPA, and
- Assistance with providing baseline information, research and advice where within the scope of this PPA.

6. Services / Items to be provided by the developer:

6.1 The Developer will provide the following services towards achieving the stated objectives:

- Liaise with the CIOS on all items requiring negotiation in a timely and positive manner;
- Work proactively to resolve issues raised by CIOS and / or stakeholders;
- To provide the CIOS at least five (5) working days (and no later than three (3) working days, in accordance with Section 4) prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points of agenda identified;
- The Developers Lead Officer shall prepare minutes and action points of meetings within five (5) working days of any meeting (with the exception of the Design Review Panel Workshop Meetings, see section 5.1). Unless otherwise agreed, meeting minutes and actions arising from meetings are to be agreed no later than two (2) working days after the CIOS's receipt of the draft minutes;
- Follow the agreed indicative project programme (as may be amended and agreed in writing by both parties) as set out in Section 7;
- Follow good project management principles in its governance of the PPA;
- Provide a suitably qualified and experienced Project Team, which will comprise the following individuals or posts:

Project Team (The Developer)		
Name	Position and Role	Contact Details

- Submit any planning application in accordance with the details set out in Schedule One. **Please note** Schedule One as attached to this PPA is an initial draft of the details required. The final requirements will depend upon the outcome of the discussions.
- In relation to any submitted planning application, to pay the reasonable and proper external professional fees and consultancy costs incurred by CIOS in determining the planning application. For example, such fees could include the appointment of an independent assessment of any financial viability appraisal and / or Design Review Panel/ Energy and Sustainability Strategy. Other review costs may be incurred and the CIOS would aim to identify these prior to the submission of the planning application. All consultant fee proposals will be provided to the Developer for review and approval prior to work being commissioned. Such approval shall not be unreasonably withheld, and

- To cover the CIOs full costs of any re-consultation necessary arising from any amendments received post submission of the planning application.

7. Project Programme

Project Plan				
Key Stages	Action / Task	Overall Responsibility	Progress	Timeframe / Target Date
		Named officer or project team	(pending, on-going, or completed)	timescale or date
PPA agreement	Agree and sign off PPA and payment of pre-application fee	Both Teams		
Project meetings / Pre-application process	<p>Agree schedule of meetings and key topics to discuss between Project Teams as part of the pre-application process and preparation of supporting documentation. <i>To be kept under review to pull in specialists and other invited stakeholders and statutory bodies as and when required.</i></p> <p>Each meeting shall include the submission of draft reports / supporting information (as appropriate) and written feedback. Key meetings / topic areas are set out below:</p>			
	<p>Site Tour for key stakeholders Project Champion to provide a tour for Councillors [NAMES]</p>	Developer Team	Meeting taken place	
	<p>Pre-app Meeting 1 (Officer Meeting) Tour and introduction to the site and the proposals for the CIOS Lead Officer, Specialist Lead, Planning Assistant and relevant specialist officers as identified.</p>	Both Teams		
	<p>Pre-app Meeting 2 (Officer Meeting) Detailed/amended drawings presented and discussed with CIOS Lead Officer and Project Team. Non-design related issues also discussed and any potential pre-commencement conditions and planning obligations.</p>	Both Teams		
	<p>Community engagement and consultation As agreed with CIOS in Pre-app Meeting 2.</p>	Developer Team		

Project Plan				
Key Stages	Action / Task	Overall Responsibility	Progress	Timeframe / Target Date
		Named officer or project team	(pending, on-going, or completed)	timescale or date
	Submission of draft planning application and supporting documentation To include checks for application validation purposes.	Both Teams		
Application process	Submission date for application	Developer Team		
Registration and Validation of Planning Application	Formal validation of applications by CIOS	CIOS		Within three working days of receipt of application
Notification/ Consultation		CIOS		Within five working days of receipt of application
Initial assessment of application	Consideration by CIOS officers	CIOS		Within ten working days of registration and validation of application
Application feedback and consideration responses received.	Allow for two (2) meetings and feedback sessions	CIOS		Within three to six weeks of validation of the application

Project Plan				
Key Stages	Action / Task	Overall Responsibility	Progress	Timeframe / Target Date
		Named officer or project team	(pending, on-going, or completed)	timescale or date
Submission of amended plans / further details	If required, agree timescales for amendments	Developer Team		Within ten working days of request for information
Any necessary re-consultation to be carried out		CIOS		Within five working days of receipt of amended information
Section 106 agreement – if required	Submission of agreed Heads of Terms			As part of planning application submission
	Negotiations and drafting of agreement			Within seven to ten weeks of validation of application
Conditions	Discuss and agree draft conditions	Both Teams		Within seven to ten weeks of validation of application
Draft report to Planning Committee to be finalised (if it needs to be a Committee decision).	Ensure issues are addressed / amendments received – all details agreed otherwise it does not go onto the Committee agenda	CIOS		Date to be confirmed when Committee Dates are agreed.

Project Plan				
Key Stages	Action / Task	Overall Responsibility	Progress	Timeframe / Target Date
		Named officer or project team	(pending, on-going, or completed)	timescale or date
Planning Committee Site Visit – in preparation for Planning Committee Meeting (if it needs to be a Committee decision).	CIOS Members to visit site with Case Officer to familiarise themselves with the site and issues ahead of the Full Council meeting	CIOS		Week before committee date – usually held on a Tuesday or Thursday every month
Committee date for determination	Estimate likely Committee date	CIOS		
Completion of S106 Agreement	Sign Section 106 Agreement – if required			Within three weeks of Committee Resolution
Issue of Planning Permission	Issue decision notice	CIOS		Within five working days of Committee Resolution or within five working days of completion of Section 106 Agreement.

8. Joint Meetings

- 8.1 The parties shall attend meetings in accordance with the agreed project programme (see Section 7 for indicative project programme), at the Porthmellon Enterprise Centre or such other premises as agreed by the parties to discuss any matters / issues arising from the preparation of any planning application. The meetings shall include:
- Progress in respect of fulfilling the stages within the indicative Project Programme (see Section 7);
 - Any amendments to the timeframes or requirements set out in the indicative Project Programme (see Section 7);
 - Any consultation responses or any communication received by the CIOS or the Developer, and
 - Any other matters or issues arising in respect of any planning application.
- 8.2 Each matter / issue will be evaluated and discussed by the parties and a method of resolution agreed.

9. Term of PPA, Amendment and Review, and Termination

- 9.1 The Indicative Project Programme is devised to provide a realistic timeframe for determining whether a deliverable scheme is achievable and the determination of any planning application. The Developer and CIOS acknowledge that the timetable may be subject to change which will be kept under review moving forward. Any change to the timetable will be by mutual agreement between the CIOS and the Developer.
- 9.2 This PPA will apply from the date upon which the this PPA was signed by both parties and shall remain in force for a period of one (1) year or such extension of this term as agreed in writing by the Developer and CIOS, or the decision date (being the date a planning decision notice is issued by the CIOS) whichever is the earlier and upon the expiry of such the PPA will cease.
- 9.3 This PPA shall be subject to review as may be agreed between the Developer and CIOS and any agreed variation of its term shall be evidenced in writing and signed by both parties.
- 9.4 If any party shall commit a breach of its obligations under this PPA and shall not remedy the breach within ten (10) working days of written notice from the other party to do so, then the other party may notify the party in breach that it wishes to terminate this PPA and the PPA shall be terminated immediately upon giving written notice to this effect to the party in breach (provided always the breach is within control of the party that is in breach and is capable of being remedied). For clarity, in the event that the PPA is terminated by either party there will be no financial liability due by one party to the other and each party will meet their own costs.

10. Fees

- 10.1 In consideration of this agreement, the Developer agrees to pay CIOS **£5,000 (excluding VAT)**, to assist the CIOS in providing the level of service required to meet its obligations set out in this PPA. This fee is in addition to any planning application fee required under the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012, as amended.

10.2 The payment of the fee referred to in paragraph 10.1 is due upon the signing of this PPA.

11. Dispute and Resolution

11.1 In the unlikely instance of a dispute arising senior managers are responsible for holding discussions to attempt to resolve any disputes in an amicable way within five (5) working days of receiving notice from either parties.

11.2 It is open to either party to withdraw from the PPA at any time.

12. Acceptance of Planning Performance Agreement

12.1 The parties are committed to the principle of working together in good faith and with an open manner, undertaking the necessary tasks as outlined in this document according to the timetable established unless otherwise agreed subsequently between the parties.

12.2 Nothing in this agreement shall restrict or inhibit the CIOS from properly exercising its role as the Local Planning Authority.

12.3 Nothing in this agreement shall restrict or prohibit the Developer from exercising their right of appeal under the relevant Planning Acts.

SIGNED: _____ **DATE:** _____

COUNCIL OF THE ISLES OF SCILLY

SIGNED: _____ **DATE:** _____

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Schedule One

Draft Planning Application Requirements

The parties to this PPA agree that any planning application shall be in the following format and accompanied by the following documents. **Please note** the list below is an initial draft, and is subject to change depending upon the exact nature and scale of the development proposed.

An electronic copy and two paper copies of all forms, plans and documents. The quality of submitted electronic information shall be in a format easily reproduced by the CIOS for any presentations or reports.

Any planning application shall include the following (examples) which are set out in the adopted Local Validation Checklists online:

- The statutory national list of planning application requirements;
- Planning Statement* - to include information about policy compliance and where not policy compliant provides robust justification and evidence for departure from policy;
- Design and Access Statement*;
- Ecological Assessment*;
- Transport Statement;
- Landscape and planting plans;
- Ecological Assessment and Mitigation Strategy (including Biodiversity Net Gain)*;
- Surface and Foul Water Drainage Strategy
- Flood Risk Assessment
- Heritage Statement and Mitigation Strategy*;
- Structural Report;
- Sustainability Strategy (including Energy and Waste)*;
- Noise Assessment and Mitigation Strategy*;
- Statement of Community Involvement;
- Construction Management Plan;
- Section 106 Agreement - Heads of Terms by submission and detailed agreement thereafter – (if pre-application discussions indicate one is required);
- Written consultation responses received from any statutory consultees and other stakeholders – this could be included within a Statement of Community Involvement;

*These do not necessarily have to be stand alone documents, some or all of these issues can be addressed in a combined report(s).