

This agreement is made this [ ] day of [ ] 2009 between

1. Eden District Council, Mansion House, Penrith, CA11 7YG
2. [ ] (“Developer”)

## **1. Recitals**

- 1.1. Eden District Council is the local planning authority for developments falling within its local government area boundary.
- 1.2. The Developer has submitted a Planning Application to Eden District Council in respect of the Development specified in Schedule 1.
- 1.3. The Developer and Eden District Council recognise that the Development will give rise to a wide range of planning issues and, accordingly, they acknowledge that in order to properly assess those planning issues the Planning Application may not be capable of being determined within the thirteen week statutory period.
- 1.4. In these circumstances, the Developer and Eden District Council agree to enter into this agreement, incorporating the Planning Performance Agreement (as specified in Schedule 6) for the following purposes:
  - a. to agree requirements and timescales in the form of Performance Standards (as specified in Schedules 3 and 4) and a Project Programme (as indicated in Schedule 5) for the consideration and determination of the Planning Application for the purpose of providing the parties with certainty as to the process and timescale to be followed;
  - b. to establish appropriate measures for monitoring compliance with the respective parties’ obligations under this agreement; and
  - c. to establish regular review mechanisms in respect of the Project Programme.
- 1.5. Nothing in this agreement shall restrict or inhibit Eden District Council from properly exercising its role as the local planning authority.
- 1.6. Nothing in this agreement shall restrict or inhibit the Developer from exercising its right of appeal under Section 78 of the Town and Country Planning Act 1990.

## **2. Term**

- 2.1. This agreement will apply from the Commencement Date (being the date the Planning Application is submitted to Eden District Council and is registered on the statutory register as a valid planning application) and (subject to earlier determination as hereinafter provided) shall remain in force for a period of one year (or such extension of this Term in accordance with the terms of this Agreement) or the Decision Date (being the date a planning decision is issued by Eden District Council on the Planning Application) whichever is the earlier and upon the expiry of such period this Agreement shall cease.

- 2.2. The Term shall be subject to review as may be agreed between the Parties and set out below under section 7.
- 2.3. Should the Developer submit an appeal under Section 78 of the Town and Country Planning Act 1990 in relation to the Planning Application (for whatever reason) or should the Planning Application be called in by the Secretary of State, this agreement shall automatically terminate.

### **3. Joint Working**

- 3.1. All Parties shall act with the utmost fairness and good faith towards each other in respect of all matters in respect of the handling of the Planning Application and to work jointly with each other in complying with their respective obligations under this Agreement.

### **4. Developer's Obligations**

- 4.1. The Developer agrees to use its reasonable endeavours to:
  - a. comply with the Performance Standards set out in Schedule 3.
  - b. comply with and facilitate the compliance by Eden District Council with the Indicative Project Programme set out in Schedule 5.
  - c. perform the obligations set out in the Planning Performance Agreement at Schedule 6.

### **5. Eden District Council's Obligations**

- 5.1. Without prejudice to its other obligations as local planning authority, Eden District Council agrees to use its reasonable endeavours to:
  - a. designate a planning officer who alone or as part of a team shall be responsible for overseeing or carrying out the functions in accordance with this agreement;
  - b. comply with the Performance Standards set out in Schedule 4;
  - c. comply with and facilitate the compliance by the Developer with the Indicative Project Programme set out in Schedule 5;
  - d. perform the obligations set out in the Planning Performance Agreement at Schedule 6.

### **6. Breach and Termination**

- 6.1. If any party shall commit any breach of its obligations under this agreement and shall not remedy the breach within ten 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 agreement forthwith and the agreement shall be terminated immediately upon the giving of written notice to this effect to the party in breach provided always the breach is within the control of the party that is in breach and is capable of being remedied.

## **7. Amendment/Review of agreement**

- 7.1. Amendment to the agreement and revision of timescales shall be subject to review as may be agreed between the parties.

## **Schedule 1**

### **The Development**

**Address of the application site;**

**Description of the development**

## **Schedule 2**

### **The Application Documents**

The parties to this Agreement agree that the Planning Application shall be accompanied by the following documents:

The statutory national list of planning application requirements:

- Completed Application Forms
- Site Location Plan
- Other plans/information necessary to properly describe the development
- Ownership Certificate and Notice
- Agricultural Holdings Certificate
- Design and access statement
- Appropriate Fee

The Statutory list of planning application requirements:

- Affordable Housing Statement
- Air Quality Assessment
- Biodiversity Survey and Report (including Bat Surveys)
- Daylight/Sunlight Assessment
- Environmental Statement
- Flood Risk Assessment
- Foul Sewage and Utilities Assessment
- Heritage Statement
- Land Contamination Assessment
- Landscaping Details
- Lighting Assessment
- Noise Impact Assessment
- Open Space Assessment
- Parking and Access Statement
- Photographs and Photo Montages
- Planning Obligations and Draft Head(s) of Terms
- Planning Statement

- Site Waste Management Plan
- Statement of Community Involvement
- Structural Statement
- Impact Assessments for Town Centre Uses
- Transport Assessment/Travel Plan
- Tree Survey
- Ventilation/Extraction Statement

## **Schedule 3**

### **The Developer's Performance Standards**

The Developer agrees to use its reasonable endeavours to achieve the following performance standards at all times:

- a. To wherever possible address concerns raised by any consultee to the planning application to Eden District Council.
- b. To provide Eden District Council with such additional information as may be requested within five working days of such written request from Eden District Council (or such other time period as may be agreed) in order to enable Eden District Council to discharge its responsibilities.
- c. To provide Eden District Council at least ten working days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.
- d. To provide Eden District Council within ten working days of any meeting the minutes or action points arising from that meeting.

## **Schedule 4**

### **Eden District Council's Performance Standards**

In addition to its statutory obligations, Eden District Council agrees to use its reasonable endeavours to achieve the following performance standards at all times:

- a. Respond substantively to all faxes, e-mails, letters and telephone calls within ten working days of receipt. Where circumstances beyond the reasonable control of Eden District Council prevent its compliance with this Performance Standard, Eden District Council shall in each case notify the Developer of such circumstances.
- b. Notify the Developer no later than ten working days prior to any meeting of the Planning Applications Committee at which any report or matter relevant to the Development will be discussed and/or considered and to provide the Developer with a copy of any report to the Planning Applications Committee no later than five working days prior to such meeting.
- c. To provide to the Developer within ten working days of any Committee meeting, the minutes arising from that meeting.



## Schedule 5

### The Indicative Project Programme

The parties to this Agreement have agreed to use their reasonable endeavours to ensure that the Planning Application is progressed in accordance with the Planning Performance Agreement (unless subsequently varied) and the following Project Programme indicates the stages and timescales necessary in order to achieve that. For the avoidance of doubt this Project Programme does not form part of the Planning Performance Agreement.

Project Team (Applicant)		
Name	Position and Role	Contact Details

Project Team (Eden District Council)		
Name	Position and Role	Contact Details
Gwyn Clark	Assistant Director (Planning Services)	01768 212388 planning.services@eden.gov.uk
Malcolm Johnson	Principal Planning Officer (North)	01768 212446 planning.services@eden.go.uk

Vision
(eg to develop an under-utilised brownfield site for a sustainable, mixed use development...)

4. Project Plan		
Issue	Responsibility	Timeframe/Target Date to complete
Pre-application discussions and consultations	Planning Officer and Developer	
Signing of Planning Performance Agreement	Eden District Council and Developer	
Submission of the Planning Application together with the application documents	Developer	
Registration and validation of the Planning Application (provided that the Planning Application is valid)	Planning Officer	
Consultation in respect of the Planning Application	Planning Officer/Developer	
Consideration of consultation responses received and of Planning Application itself	Planning Officer	
Negotiation between parties in response to issues raised by consultees	Planning Officers/Developer	
Negotiation and completion of draft S106 agreement	Eden District Council's legal representative/Developer	
Preparation of Draft Report to Planning Applications Committee	Planning Officer	
Report to Planning Applications Committee	Planning Officer	

Completion of Section 106 Agreement	Eden District Council's legal representative/Developer	
Issue of Planning Permission	Planning Officer	

## Schedule 6

### The Planning Performance Agreement

The parties to this Agreement shall use their reasonable endeavours to perform the following obligations that constitute this Planning Performance Agreement.

- A The Commencement Date: the date the Planning Application is to be submitted to Eden District Council by the Developer [ ] day of [ ] 2009
- B The Determination Date: the date the Planning Application is to be reported to committee or considered under delegated powers by Eden District Council [ ] day of [ ] 2009
- C The Decision Date: the date the planning decision is issued by Eden District Council Not later than one week after committee or delegated determination of the application by Eden District Council

Signed by [ ]

for and on behalf of [ ]

Signed by Gwyn Clark (Assistant Director (Planning Services))

for and on behalf of EDEN DISTRICT COUNCIL