

Planning Performance Agreement with Sellafield Sites Ltd and the Nuclear Decommissioning Authority (NDA)

EXECUTIVE MEMBER: Councillor E Woodburn

LEAD OFFICER: Pat
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WHAT BENEFITS WILL THESE PROPOSALS BRING TO COPELAND RESIDENTS?

The signing of a Planning Performance Agreement (PPA) with Sellafield Sites Ltd and the NDA will provide the Council with the necessary resources to be in a position to respond to the range of planning and development matters and projects being brought forward by Sellafield and the NDA related to managing the decommissioning and waste management issues on the Sellafield site, thus ensuring that the Council has the necessary capability to discharge its responsibilities on behalf of the local community.

WHY HAS THIS REPORT COME TO THE EXECUTIVE?

(eg Key Decision, Policy recommendation for Full Council, at request of Council,etc.)

RECOMMENDATIONS:

That Executive supports the principle to enter into a Planning Performance Agreement with Sellafield Sites Ltd and the NDA and that authority to agree and sign the final document is delegated to the Director of Services in consultation with the Portfolio Holder.

1. INTRODUCTION

1.1 The purpose of this report is to seek agreement from Executive to delegate responsibility to the Director of Services, in consultation with the Portfolio Holder, to take forward negotiations with Sellafield Sites Ltd and the NDA on a proposed Planning Performance Agreement (PPA) between the NDA, Sellafield Sites Ltd, Cumbria County Council and Copeland Borough Council. Such an agreement will provide funding to the Councils to deliver the required planning and related activities associated with hosting the Sellafield site.

2. PROPOSALS

2.1 Initial discussions between NDA/Sellafield and Cumbria and Copeland Councils indicate that NDA/Sellafield Ltd are willing to fund the Councils planning activities associated with a range of proposed developments on-site relating to decommissioning and waste management. Such arrangements need to be formalised through a PPA.

2.2 The scope of the proposed agreement will cover new operations and development activities at Sellafield in respect of decommissioning of nuclear facilities and the management of radioactive material and waste. The PPA will provide funding from the NDA and/or Sellafield Ltd to allow the County and District Councils to deliver the required planning work and other work associated with these activities, including planning and integrated waste strategy and policy matters; pre- application advice; submission and consideration of relevant planning applications; and the scope and extent of planning obligations for both on and off site proposals including supply chain, skills and emergency planning matters. As with other PPAs that the Council has entered into this agreement will contain appropriate charging principles and invoicing procedures to ensure that all payments can be clearly linked to the performance of a PPA activity and nothing in the PPA will predetermine or prejudice the proper consideration of any consent or applications.

2.3 The sums payable under this agreement will fund the work that the Councils need to undertake to ensure that the impacts of the proposals on the economy, environment and local communities are fully considered. The agreement will enable the Councils to secure additional staff resources to deliver distinct packages of work. A letter of intent is expected to be provided from Sellafield/NDA in order to give comfort to the local authorities that costs associated with the development of the proposed agreement can be recovered before formal signature.

3. ALTERNATIVE OPTIONS TO BE CONSIDERED

3.1 The option to not pursue this agreement would place additional burden on resources as the Council would still be under a duty to fulfill its planning functions and would continue its wider engagement in relation to the decommissioning of nuclear facilities and the management of radioactive material and waste. However, without a PPA, Sellafield and/or NDA would not make available the resources to the Council to carry out these activities

4. CONCLUSIONS

4.1 Funding provided by the PPA will pay for the work that the local authorities need to undertake to ensure that the impacts of proposals for decommissioning and radio-active waste management at Sellafield are fully considered.

4.2 A letter of intent is expected to be provided from Sellafield/NDA in order to give comfort to the local authorities that costs associated with the development of the proposed agreement can be recovered before formal signature.

5. STATUTORY OFFICER COMMENTS

5.1 The Monitoring Officer's comments are: No further comment

5.2 The Section 151 Officer's comments are: Will need to ensure that the Council's costs will be covered and resources not diverted away from our core business, prior to any PPA and/or SLA being entered into with Sellafield Sites Ltd and/or the NDA.

5.3 EIA Comments:

The contents of this report have no advantageous or disadvantageous impact on any particular groups in the Copeland community

5.4 Policy Framework Comment:

5.5 Other consultee comments, if any:

6. HOW WILL THE PROPOSALS BE PROJECT MANAGED AND HOW ARE THE RISKS GOING TO BE MANAGED?

6.1 The risks associated with this proposal will be considered by finance and legal advisors and will be incorporated in the final draft for signature to ensure minimum exposure to risk for the Council.

7. WHAT MEASURABLE OUTCOMES OR OUTPUTS WILL ARISE FROM THIS REPORT?

7.1 Subject to agreement by Executive this report will lead to the signing of an agreed PPA between the Council and Sellafield Sites Ltd and the NDA.

List of Appendices

List of Background Documents