

PLANNING PERFORMANCE AGREEMENT

JANUARY 2021 UPDATE IN SEPTEMBER 2021

Site

Land at Woodgate Centre, Oak Tree Lane, Woodgate, PO20 3GU

Between:

Arun District Council

and

Pye Homes

Planning Performance Agreements

“The Planning Performance Agreement process is a project plan framework through which the local planning authority and applicant manage suitable planning proposals. For a PPA to be successful, it is essential that the local planning authority and the applicant establish a collaborative relationship based on trust, with good communication and regular exchange of information. However, it is important to emphasise that a PPA is not a guarantee, nor an indication of likelihood that the application will be approved. It relates to the process of considering development proposals and not to the decision itself.

The Government believes that where the nature of the planning application requires significant input from government and non-government agencies, environmental bodies and specific consultees, the project plan should be used to bring them in early in the process. Early engagement with all such bodies should allow the authority and the applicant to plan their community engagement strategy better, to ensure transparency and openness.”

‘Planning Performance Agreements: a new way to manage large-scale major planning applications Department for Communities and Local Government Consultation’

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1. Introduction and Purpose

Arun District Council ('the Council') is the local planning authority for development within the area in which the BEW strategic allocation is located. This PPA is to cover the submission of a pre-application and planning application in respect of land under the control of Pye Homes. A site location plan is included at Appendix 1.

The PPA will cover the period from pre-application advice and the prospective full planning application up to the point of determination, in relation to the timetables set out in this Agreement.

It is anticipated that the proposed development will comprise:

Full planning permission for the demolition of existing three dwellings, commercial and agricultural buildings, and the construction of residential development (Use Class C3); car and cycle parking; landscaping works and amenity space; access from Woodgate Road; and all ancillary works and infrastructure.

The intended Applicant for the planning application will be Pye Homes.

This Planning Performance Agreement seeks to:

- Agree requirements and timescales for consideration of the development proposals (at this stage), prior to submission and access to the Council for formal approval including public consultation and stakeholder involvement.
- Agree the scope of the planning application and the technical information supporting it.
- Agree requirements and timescales for the consideration and approval of the planning application for the purposes of providing the parties with a level of certainty as to the process and timescales to be followed.
- Agree requirements and timescale for consideration of emerging application proposals at pre-application stage.
- Agree requirements and timescales for consideration and determination of the planning application for the purposes of providing the parties with a level of certainty as to the process and timescales to be followed.
- Engagement with Statutory consultees, and
- Establish regular review mechanisms.

This Planning Performance Agreement is made pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and Section 93 of the Local Government Act 2003.

This agreement will not fetter the Council in exercising its statutory duties as local planning authority. It will not prejudice the outcome of the planning application or the impartiality of the District Council.

This agreement will not restrict or inhibit the Applicant from exercising the right of appeal under Section 78 of the Town and Country Planning Act 1990 (as amended) nor indeed to submit an application(s) outside the scope of this PPA (see below).

The planning application will be supported by a number of assessments and statements, which at this stage are anticipated to comprise that set out in **Appendix 3** of this agreement.

This Planning Performance Agreement is an agreement between the Council and the Applicant to provide a project management framework for handling this proposed planning application through to determination. This framework is intended to 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.

This agreement does not give a guarantee of planning permission. It relates to the process of considering development proposals and not the decision itself. Therefore, this agreement will be effective for the detailed in this Agreement which is envisaged to cover the period up to the determination of the prospective planning application.

The pre-application procedure is intended by both parties to be an iterative process and a number of revisions to the proposals may be considered before the application is submitted. This PPA provides for that iterative process.

The Council's Development Control Committee has endorsed a Framework Masterplan as requirement by Policy SD5 of the adopted local plan.

This Agreement sets out an indicative timetable; however, this indicative timetable shall not prevent Pye Homes from exercising their rights under the Town and Country Planning Act 1990 (as amended) to submit a planning application(s) at a time of its (their) own choosing. However, should Pye Homes exercise such a right to submit an application prior to the masterplan being presented to Committee, the Council reserves the right not to follow the obligations of this PPA.

2. Term

This agreement will be effective for the period commencing from 12 January 2021 to when the planning application is finally approved (up to and including receipt of the decision notice and the signed Section 106 Agreement) or such other date agreed to accommodate any delay in determination. However, the resourcing agreed with this PPA only runs from the 12 January to the 12 February 2022, unless provision is made by agreement to extend any resourcing. A separate provision is made for post approval resourcing below.

The Term will be subject to review as may be agreed between the Applicant and the Council.

The agreement will be terminated where:

- the Applicant submits an appeal in relation to the planning application(s) under Section 78 of the Town and Country Planning Act 1990 (as amended); or
- the planning application is called in for determination by the Secretary of State, or
- Either party gives notice of its intention to terminate the agreement (such notice to be 7 days and given in writing).

3. General Principles

The objective of this Planning Performance Agreement is one of co-operation and consistency throughout the negotiation and determination of the master plan and 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.

The Council and the Applicant agree to be governed at all times by the following principles:

Principle 1: To provide senior oversight and leadership of the process to meet all parties' strategic aims and objectives.

Principle 2: To work together in genuine partnership and in good faith, and to respect each other's interests and confidentiality.

- Principle 3:** To commit and respond promptly in providing information to support and manage the development management process, in accordance with the Performance Standards contained in this agreement.
- Principle 4:** To be transparent and consistent at all times between all parties so that outcomes are anticipated, defined and clearly understood.
- Principle 5:** To provide effective guidance on process, involvement and consultation with the surrounding community, statutory and other stakeholders, and any individual or groups with a legitimate interest.
- Principle 6:** To establish clear milestones which will remain fixed unless agreed by all parties otherwise.
- Principle 7:** To identify and engage specialist consultees and advisors including authority officers/managers at appropriate stages in the process.
- Principle 8:** All parties will seek to use the pre-application period to address matters that would otherwise arise via planning conditions and obligations, and significantly reduce the level of potential conditions and obligations, particularly in respect to those preventing commencement of works.

4. Form and Content of the Application

The Applicant is preparing a planning application for full planning permission for the residential led development of the site, with the current intention being that the applicant will seek full planning permission for:

Full planning permission for the demolition of existing three dwellings, commercial and agricultural buildings, and the construction of residential development (Use Class C3); car and cycle parking; landscaping works and amenity space; access from Woodgate Road; and all ancillary works and infrastructure.

The site is as shown on the location plan at **Appendix 1**.

The project programme is included at **Appendix 2**.

The list of documents which have been prepared to support the planning application are agreed and are set out at **Appendix 3**.

The current policy framework relevant to a full planning application is set out at **Appendix 4**.

5. Resources and Liaison

The Project Team

The Project Team will comprise of the Applicant's Team and the Councils 's Team, as defined below, and will be expanded by prior agreement.

The Applicant's Team:

Name	Discipline	Position & Role	Contact Details
Ashley Maltman	Applicant	Planning manager	
Nigel Pugsley	Planning	Technical Director	
Lindsay Goodyear	Planning	Associate Director	
Luke Torres	Masterplanner / Architects	Lead Architect	
Glenn Charles	Transport	Lead Transport consultant	
David Paginton	Landscape	Lead Landscape consultant	
Sam Munslow	Ecology	Lead Ecology consultant	
Glenn Charles	Drainage	Lead Drainage Consultant	
Mike Paginton	Arboriculture	Lead Arboricultural consultant	

Arun District Council's Team:

Name	Discipline	Position & Role	Contact Details
Karl Roberts	ADC	Director of Place	

Claire Potts	ADC	Strategic Development Team Leader
TBC	ADC	Strategic Sites Project Officer
Paul Cann/ Roger Spencer	ADC	Principal Engineer (Drainage)
Liz Annalls	ADC	Environmental Officer
Sue Howell/ Joe Russell-Wells/ Rachel Anderson	ADC	Leisure, landscape & greenspace Officer
Mark Warwick	ADC	Tree Officer
Spencer Tewis-Allen	Town Legal LL	Senior Associate Lawyer
Steven Shaw/ Tim Townsend	WSCC	Transport (WSCC) – Principle Engineer, Highways Agreements, Planning Services
Elaine Munns	WSCC	Infrastructure (WSCC) – Team Manager Infrastructure
Tracey Dunn	WSCC	Education – School Planning Officer (south & west)
Joff Edevane	Southern Water	Water – Growth Planning Lead (Southern Water)
Simon Clavell Bate	Healthcare (NH)	Head of Estates

Performance Standards

Both parties will act with fairness and in good faith in respect of all matters related to the handling of the planning applications and will work jointly in complying with their respective obligations under this agreement.

Both parties will address expeditiously any requests for clarification and/or further information.

Both parties undertake to meet and/or discuss matters by telephone or email in a spirit of cooperation and where necessary seek early resolution of any areas of misunderstanding or dispute.

The Applicant and the Council will use all reasonable endeavours to adhere to the timetable for the project. All parties will ensure relevant resources and capacity are maintained throughout the process to ensure the timetable is adhered to. The Council's case officer will be responsible for ensuring that where necessary other Council officers are available to attend subject specific meetings where required and agreed in advance with the Applicant.

The timetable will be reviewed between both parties and amended as necessary to take account of any relevant unforeseen matters that might arise.

Communications, be it via email or hard copy correspondence shall be acknowledged within 3 working days with a suitable response where possible.

Telephone messages shall be returned within 2 working days of receipt.

Relevant information will be circulated by all parties no later than 5 working days prior to a meeting.

The Applicant's planning agent to circulate meeting agendas, unless otherwise agreed, no later than 3 working days prior to any meeting.

Unless otherwise agreed, actions arising from meetings shall be agreed no later than 5 working days after the meeting.

Unless otherwise agreed, the Applicant's planning agent will circulate minutes no later than 3 working days after the meeting.

If requested by the Applicant or its planning agent, the Council shall provide informal feedback on information presented at a meeting within 5 working days from that meeting.

In so far as the performance standards relate to the Council it is understood that this relates to the resourcing of the planning officers. Where input is required from other departments at the Council, officers will aim to meet the performance standards but this is subject to resourcing commitments in those departments at that time.

Meetings

Meetings will be attended by the relevant members of Project Team. The attendees will be agreed in advance through the agreement of the agenda in accordance with the performance standards set out herein.

The Applicant's planning agent, in assistance with the Council's Project Officer/case Officer, will act as PPA Project Manager and will convene meetings, organise agendas and produce minutes to be agreed by the Project Team.

Project Team meetings will be held at the times set out in the Project Programme (unless otherwise agreed or cancelled). It is proposed that each meeting is focused on specific planning issues as set out below. This may be subject to change and will be kept under review:

- Pre Application Meeting – 26 November 2020
- Project Introduction meeting following first pre-app meeting – 13 January 2021
- Submission of full planning application to the Council by 27 August 2021 (unless otherwise notified by the applicant).

The intention is that any site visits which are required will be accompanied with representatives from both the Council and the Applicant subject to social distancing measures as per the Council's and Applicant's (specific team members' policies and protocols) in light of CV-19, unless otherwise agreed.

Where attendance at meetings is required by other Council departments, every endeavour will be made to secure attendance, but this will be subject to resourcing at that time.

In light of the CV-19 outbreak, both parties will respect 'social distancing measures' and will seek to utilise all reasonable measures to maintain progress and contact, including web-based meetings for example.

Availability of People and Resources

The parties to this agreement will endeavour to make available members of the Project Team to facilitate meetings within 5 working days from a formal written request, unless otherwise agreed.

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.

Confidentiality

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

Costs

In consideration of this agreement and without prejudice to the statutory requirements, the Applicant agrees to the principle of making a financial contribution to the Council to assist the Council in resourcing the Project Plan.

- The total fee that has been paid by Pye Homes for the PPA is £17,550. The PPA will run from 12 January 2021 until 12 February 2022

The above funding will enable the efficient administration, review and engagement by the Council LPA as part of the process of facilitating pre-application and the application process. It does not include the Council's standard fee for providing a Pre-application advice which has already been paid by Pye Homes. Council officers will be able to provide a monthly schedule of tasks undertaken upon request.

The Applicant will benefit from exclusive capacity and resourcing to provide the level of service required to meet its obligations under this Planning Performance Agreement, excluding the Council's legal costs incurred in association with the preparation of the S106 Agreement and costs for viability consultants, should the applicants submit viability evidence, which shall be borne by the applicant.

These fees are in addition to the application fees payable under the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations 2008.

6. Project Programme

The PPA Programme is devised to provide a realistic timeframe for responding to the pre-application submission and the resultant planning application. The Applicant and Council acknowledge that the timetable may be subject to change which will be kept under review moving forward. The Project Programme is detailed in **Appendix 2** of this document.

The Applicant (or Planning Agent on their behalf) will formally submit the proposed full planning application including all documentation, drawings, the application fee and other supporting information so it will be with the Council by 27 August 2021, unless notified by the Applicant to the contrary.

The Council will complete checking and validation of the application within 5 working days of receipt of the complete applications.

The Council's case officer will be responsible for the full range of issues raised by the application.

The Council will issue consultation letters within 5 working days of validation of the application.

The Council will advise the Applicant within 2 working days of any issues that arise as a result of consultation responses received on the application so that any matters arising can be addressed by the applicant at the earliest opportunity.

Both parties agree to commence work on the Section 106 agreement as soon as possible, in conjunction with each other, after the validation of the application. The Council will instruct their legal team to progress the draft S106 Agreement in association with the Applicant's legal representative within 4 weeks of validation of the application, unless both parties agree otherwise.

The Council will seek to report the application to the relevant Planning Application Committee for determination within 13 weeks of the application, unless both parties agree otherwise.

Subject to the relevant Committee resolving to grant permission for the proposal, the Council will aim to conclude the S106 Agreement within 6 weeks, subject to both parties being satisfied with the details of the Agreement. Neither party shall be liable to any delays incurred through third party signatories to the S106 agreement.

In agreeing to this timeframe, the Applicant and the Council agree to extend the statutory period for determination of the planning application under Article 29 of the Town and Country Planning (Development Management Procedure) (England) Order 2010.

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 2)**.

If there is a delay in the Project Programme, the Project Team will review 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 the Council.

7. Consultation strategy overview

In addition to engagement with the Council, the Applicant's Team will consult with relevant statutory and local consultees where necessary as follows:

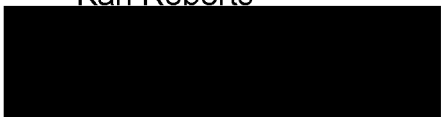
1. WSCC Highways
2. WSCC Education
3. PROW Officer.
4. Environment Agency
5. Southern Water / Utilities
6. Natural England
7. ADC Leisure and Greenspace
8. NHS Clinical Care Commissioning Group

The specific details of the consultation strategy will be agreed separately and due to current events will be subject to review/change to account for Government advice on Covid-19. As part of engagement with statutory consultees, the Applicant's team will seek to agree the baseline conditions for technical assessments.

8. Agreement

Arun District Council and Pye Homes hereby agree to the content of this Planning Performance Agreement.

Arun District Council

Name:	Karl Roberts	-----
Signature:		-----
Position:	Director of Place	-----
On Behalf Of:	Arun District Council	-----
Date:	15 September 2021	-----

Applicant

Pye Homes

Name:

Ashley Maltman

Signature:



Position:

Planning Manager

On Behalf Of:

Pye Homes

Date:

7 September 2021

SITE LOCATION PLAN

drawing number: 6781/ LOCO2

APPENDIX 2

PROJECT PROGRAMME

The Council 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 the Council).

LAND AT WOODGATE CENTRE, OAK TREE LANE, WOODGATE, PO20 3GU PROJECT PROGRAMME (KEY ISSUES AND TASK LIST)

Key Stages	Action/Task	Responsibility	LPA Dates (month/year etc)	Dates (month/ year etc)
PROJECT GOVERNANCE				
PPA	Formalisation and sign off	Applicant / ADC		12/01/21
WORKSTREAM 1: SUBMISSIONS PURSUANT TO OPP				
Member Engagement (advisory group)	TBC	Applicant/ ADC		TBC
Community Engagement	Primarily web-based due to Covid-19 restrictions, including attendance at meetings with local councillors and the BEW advisory panel.	Applicant		w/c 30/11/20
Pre-Application Meeting		Applicant/ ADC		26/11/20
Project Introduction Meeting following First Pre-App Meeting		Applicant/ ADC		13/01/21
Submission of Planning Application	Submission of Planning Application	Applicant		By 27 August 2021

Key Stages	Action/Task	Responsibility	LPA Dates (month/year etc)	Dates (month/ year etc)
Validation (5 days)	Formal validation of applications by LPA	ADC		By 3/9/21
Site visits		ADC		TBC
Endorsement of Southern Consortium Masterplan		ADC	w/c 30/11/20	
Initial assessment of application	Consideration by officers	ADC	w/c 24/09/21	
Initial application feedback	Project meeting	ADC	w/c 27/09/21	
Post submission meetings 1		Applicant/ ADC	w/c 4/10/21	
Submission of amended plans/further details (if required)	Agree target turnaround of amendments with ADC	Applicant	w/c 25/10/21	
Post submission meetings 2		Applicant/ ADC	w/c 08/11/21	
Conditions	Agree draft conditions	ADC/ Applicant	w/c 08/11/21	
Agree S106 Heads of Terms	Agree S106 Heads of Terms	ADC/Applicant	w/c 08/11/21	
ADC Committee Report Due	Submission of Committee Report to Managers	ADC	w/c 08/11/21	
Committee / Delegated date for determination	Estimate likely Committee date/ delegated decision	ADC	TBC – November / December Committee	
Agreement of Section 106 Agreement			TBC – January 2022	
Issue decision notice/ DoV	Issue	ADC	TBC – January 2022	

Application Documents

The full planning application will be agreed with Arun District Council as part of the pre-app process.

Current Policy Framework

The Development for Arun District, for the area falling outside of the South Downs National Park comprises of the:

- 1.The West Sussex Waste Local Plan 2014;
- 2.The Joint Minerals Local Plan 2018;
- 3.The Arun Local Plan 2011-2031 (July 2018) (this supersedes all policies in the Arun Local Plan 2003)
- 4.'Made' Neighbourhood Plans.
5. Barnham, Eastergate and Westergate (BEW) High Level Development Principles