

PLANNING PERFORMANCE AGREEMENT

29th June 2021

Site

OLDLANDS FARM, NEWLANDS ROAD, BOGNOR REGIS PO22 9FJ

Between:

Arun District Council

and

Hanbury Properties Limited

and

Lysander

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'

Contents:

1. Introduction and Purpose
2. Term
3. General Principles
4. Form and Content of the Application
5. Resources and Liaison
6. Application (Project) Programme
7. Agreement

App 1: Site Location Plan

App 2: Programme

App 3: Agreed Application Documents

App 4: Current Policy Framework

App 5: Heads of Terms and Approach to Infrastructure Delivery

1. Introduction and Purpose

- 1.1 Arun District Council ('the Council') is the Local Planning Authority for development within the area in which the application site is located. This PPA is to cover the submission of a planning application in respect of land under the control of Hanbury Properties Limited. A site location plan is included at Appendix 1.
- 1.2 The PPA will cover the period from receipt of the prospective full planning application by the Council up to the point of determination, in relation to the timetables set out in this Agreement.
- 1.3 It is anticipated that the proposed development will comprise:

"Erection of a warehouse (Use Class B8) with ancillary office, associated vehicle parking, van storage, plant, ancillary structures, lighting landscaping and infrastructure works including earthworks to facilitate flood compensation area."

- 1.4 The intended Applicants for the planning application will be Hanbury Properties Limited and Lysander.
- 1.5 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 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.

- 1.6 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.
- 1.7 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.
- 1.8 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).
- 1.9 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.
- 1.10 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.
- 1.11 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 this Agreement which is envisaged to cover the period up to the determination of the prospective planning application.
- 1.12 This Agreement sets out an indicative timetable; however, this indicative timetable shall not prevent Hanbury Properties and Lysander 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.

2. Term

- 2.1 This agreement will be effective for the period commencing from 29th June 2021 to 13th September 2021, when the planning application is estimated to be finally determined (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.
- 2.2 The resourcing agreed with this PPA is separate and runs from 29th June 2021 to 13th September 2021 unless provision is made by agreement to extend any resourcing. A separate provision is made for post approval resourcing below.
- 2.3 The Term will be subject to review as may be agreed between the Applicant and the Council.
- 2.4 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

- 3.1 The objective of this Planning Performance Agreement is one of co-operation and consistency throughout the negotiation and determination of the 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.
- 3.2 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.

4. Form and Content of the Application

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

"Erection of a warehouse (Use Class B8) with ancillary office, associated vehicle parking, van storage, plant, ancillary structures, lighting landscaping and infrastructure works including earthworks to facilitate flood compensation area."

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

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

4.4 The list of documents which have been prepared to support the planning application are agreed and are set out at **Appendix 3**. It is not anticipated that the development will be phased.

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

4.6 The intended approach towards infrastructure and S106 contributions is set out at Appendix 5.

5. Resources and Liaison

5.1 The Project Team

5.1.1 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.

5.2 The Applicant's Team:

Name	Discipline	Position & Role	Contact Details
Lysander	Applicant	Project Manager	
Hanbury Properties	Applicant	Director	
Hanbury Properties	Applicant	Development Surveyor	
DWD LLP	Planning	Planning Consultant	
Ashton Smith Architects	Masterplanner/ Architects	Lead Architect	
Vectos	Transport	Lead Transport Consultant	
Delta Simons	Landscape	Lead Landscape Consultant	
Delta Simons	Ecology	Lead Ecology Consultant	
Delta Simons	Flood Risk	Lead Flood Risk Consultant	
Eireng	Drainage	Lead Drainage Consultant	
Delta Simons	Arboriculture	Lead Arboricultural Consultant	
Tetra Tech	Air Quality	Lead Air Quality Consultant	
RPS	Archaeology	Lead Archaeology Consultant	
Delta Simons	Ground Conditions	Lead Ground Conditions Consultant	
Kelly Taylor Associates	Lighting	Lead Lighting Consultant	
Tetra Tech	Noise	Lead Noise Consultant	

5.3 Arun District Council's Team:

Name	Discipline	Position & Role
Neil Crowther	ADC	Group Head of Planning
Claire Potts	ADC	Strategic Development Team Leader
TBC	ADC	Case 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

5.4 Performance Standards

- 5.4.1 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.
- 5.4.2 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.
- 5.4.3 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.

- 5.4.4 The timetable will be reviewed between both parties and amended as necessary to take account of any relevant unforeseen matters that might arise.
- 5.4.5 Communications, be it via email or hard copy correspondence shall be acknowledged within 3 working days with a suitable response where possible.
- 5.4.6 Telephone messages shall be returned within 2 working days of receipt.
- 5.4.7 Relevant information will be circulated by all parties no later than 5 working days prior to a meeting.
- 5.4.8 The Applicant's planning agent to circulate meeting agendas, unless otherwise agreed, no later than 3 working days prior to any meeting.
- 5.4.9 Unless otherwise agreed, actions arising from meetings shall be agreed no later than 5 working days after the meeting.
- 5.4.10 Unless otherwise agreed, the Applicant's planning agent will circulate minutes no later than 3 working days after the meeting.
- 5.4.11 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.
- 5.4.12 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.

5.5 Meetings

- 5.5.1 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.
- 5.5.2 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.

5.5.3 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:

- Submission of full planning application to the Council by 29th June 2021.

5.5.4 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 or restrictions allow otherwise.

5.5.6 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.

5.5.7 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, unless otherwise agreed or restrictions allow otherwise.

5.6 Availability of People and Resources

5.6.1 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.

5.6.2 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.

5.7 Confidentiality

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

5.8 Costs

5.8.2 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 for the PPA is **£13,820** unless extended by agreement
- The Council will secure additional resource to ensure that the assessment of drainage details does not delay the application. The maximum fee for this will be **£5,000 (included in the total PPA fee above)** and any unspent monies following the end date of this agreement (or any extension to the agreement agreed by both parties) will be returned. If the work required on the drainage scheme means that the maximum fee is exceeded then the Council will resort to using in-house resources to continue consideration of the scheme, unless additional funding is agreed by both parties through a revision to this PPA.

5.8.3 The above funding schedule will enable the efficient administration, review and engagement by the Council LPA and its own stakeholders as part of the process of facilitating the application process. It does not include the Council's standard fee for providing a Pre-application advice.

5.8.4 The above funding schedule does not include the cost for appointment of the Council's Planning Solicitors for matters relating to s106 agreements (if required).

5.8.5 The case officer will be able to provide a monthly schedule of tasks undertaken upon request.

5.8.6 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.

5.8.7 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

- 6.1 The PPA Programme is devised to provide a realistic timeframe for responding to the planning application. The Applicant and Council acknowledge that the timetable may be subject to change which will be kept under review moving forward, including a review of the timescales following the first consultation period listed in the timetable at Appendix 2 when the extend of any amendments or additional information is understood. The Project Programme is detailed in **Appendix 2** of this document.
- 6.2 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 including draft S106 Heads of Terms as is agreed with the Council by 29th June 2021 unless notified by the Applicant to the contrary.
- 6.3 The Council will complete checking and validation of the application within 5 working days of receipt of the complete applications.
- 6.4 The Council's case officer will be responsible for the full range of issues raised by the application.
- 6.5 The Council will issue consultation letters within 5 working days of validation of the application.
- 6.6 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.
- 6.7 Both parties agree to commence work on any 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.
- 6.8 The Council will seek to report the application to the relevant Planning Application Committee for determination (if this is required) within 13 weeks of the application, unless both parties agree otherwise.
- 6.9 Subject to the relevant Committee resolving to grant permission for the proposal, the Council will aim to conclude any S106 Agreement within 12 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.

- 6.10 In agreeing to this timeframe, the Applicant and the Council may 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.
- 6.11 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).
- 6.12 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

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

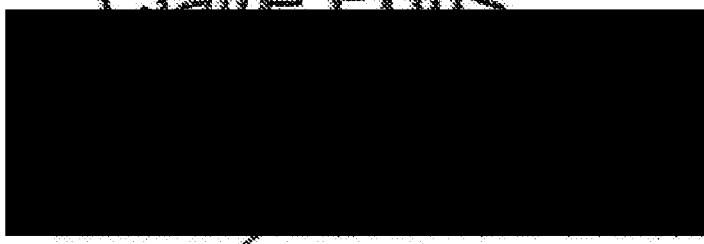
- 1. WSCC Highways
- 2. Environment Agency
- 3. Southern Water / Utilities
- 4. ADC Engineers
- 5. ADC Leisure and Greenspace
- 6. ADC Tree Officer
- 7. Ecology Officer
- 8. Economic Regeneration
- 9. Lead Local Flood Authority
- 10. Highways England
- 11. Environmental Health
- 12. Network Rail
- 13. Archaeologist

- 7.2 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 Hanbury Properties and Lysander hereby agree to the content of this Planning Performance Agreement.

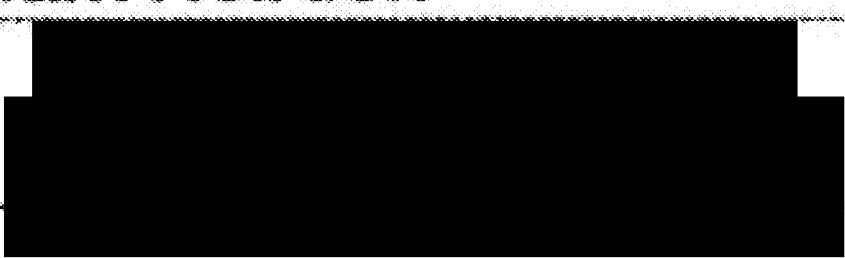
Local Planning Authority: Arun District Council

Name: Claire Potts
Signature: 
Position: Strategic Development Team Leader
On Behalf Of: Arun District Council
Date: 29 June 2021

Applicant: Lysander

Name: Frederic Johnson
Signature: 
Position: Project Manager
Lysander
On Behalf Of:
Date: 29/06/21

Applicant: Hanbury Properties

Name: Mark Hobden
Signature: 
Position: Director
Hanbury Properties
On Behalf Of:
Date: 29/6/2021

Applicant: Hanbury Properties

Name: James Ormiston
Signature: 
Position: Development Surveyor
Hanbury Properties
On Behalf Of:
Date: 29-06-21

APPENDIX 1

SITE LOCATION PLAN



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).

OLDLANDS FARM, NEWLANDS ROAD, BOGNOR REGIS, PO22 9FJ PROJECT PROGRAMME (KEY ISSUES AND TASK LIST)

Key Stages	Action/Task	Responsibility	LPA Dates (month/year etc)	Dates (month/ year etc)
PROJECT GOVERNANCE				
PPA				
WORKSTREAM 1: SUBMISSIONS PURSUANT TO OPP				
Member Engagement (advisory group)	N/A	N/A	N/A	N/A
Community Engagement	N/A	N/A	N/A	N/A
Pre-Application Meeting	N/A	N/A	N/A	N/A
Submission of Planning Application		Applicant		29 June 2021
Validation (5 days)		ADC		6 July 2021
Site visits		ADC / Applicant		12 July 2021
Initial assessment of application		ADC		12 July 2021
Initial application feedback		ADC		19 July 2021
Post submission meetings 1		ADC / Applicant		26 July 2021 (end of consultation period)
Submission of amended plans/further details		Applicant		9 August 2021
Post submission meetings 2		ADC / Applicant		23 August 2021

Key Stages	Action/Task	Responsibility	LPA Dates (month/year etc)	Dates (month/ year etc)
Conditions		ADC / Applicant		30 August 2021
Agree S106 Heads of Terms		ADC / Applicant		20 August 2021
ADC Committee Report Due		ADC		20 August
Committee / Delegated date for determination		ADC / Applicant		8 September
Agreement of Section 106 Agreement		ADC / Applicant		13 September 2021
Issue decision notice/ DoV		ADC / Applicant		13 September 2021

Appendix 3: AGREED PLANNING APPLICATION DOCUMENTS

It is envisaged the application submission will include technical reports covering the following matters:

- (1) Air Quality
- (2) Arboriculture
- (3) Archaeology
- (4) Ground Conditions and Contamination
- (5) Drainage and Flood Risk
- (6) Lighting
- (7) Landscape and Visual Impact
- (8) Noise
- (9) Transport

In addition, the following documents will support the full planning application:

- (1) Design and Access Statement
- (2) Planning Statement
- (3) Biodiversity Survey and Report
- (4) Flood Risk Assessment
- (5) Surface Water Drainage Statement
- (6) Land Contamination Assessment
- (7) Archaeological Desk Based Assessment
- (8) Tree Survey and Arboricultural Report
- (9) Arboricultural Impact Assessment
- (10) Arboricultural Method Statement
- (11) Landscaping Strategy
- (12) Noise Impact Assessment
- (13) Air Quality Assessment
- (14) Transport Assessment and Travel Plan
- (15) Energy and Sustainability Statement
- (16) Lighting Assessment
- (17) Landscape and Visual Impact Assessment
- (18) Construction Management Plan

APPENDIX 4

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.*