

Planning Performance Agreement
Arun District Council and Trustees of Langmead Pension Fund

Planning Performance agreement for site SD7 Yapton

PARTIES

Arun District Council – Local Planning Authority
Landlink Estates – Applicant

SITE DESCRIPTION

Land off Drove Lane, Yapton (western parcel of strategic housing site SD7)

DESCRIPTION OF DEVELOPMENT

Outline application, with all matters reserved save access, for up to 300 dwellings, link road, open space, surface drainage, open space and landscaping.

KEY OBJECTIVES

1. To secure planning permission for the development of the site for residential development
2. To deliver the objectives of the Emerging Local Plan Allocation SD7 as appropriate
3. To consider the application alongside the outline planning application made by Gleesons Strategic Land for the remaining part of site SD7
4. To determine the application at the same development control committee as Gleeson Strategic Land for site SD7 Yapton (unless withdrawn by the applicant)

KEY OBJECTIVES FOR THIS AGREEMENT

The aims and objectives of this agreement can be summarised below:

1. Clarity
2. Transparency
3. Managing expectations of both parties
4. Providing greater certainty of timescales
5. Setting out the actions of both the applicant and the Local Planning Authority (including their engagement with their Elected Members, so far as that does

- not conflict with an Elected Members duty to avoid bias and/or not to predetermine any future decision with which they are not to be involved).
6. Nothing in this agreement fetters the Council's statutory powers to grant or refuse planning permission.

BACKGROUND AND PURPOSE

The purpose of this PPA is to ensure the timely consideration and determination of the planning application for the proposed development mentioned above. This PPA establishes a shared commitment by all parties of the PPA to an agreed timetable for the assessment, consideration and determination of the planning application.

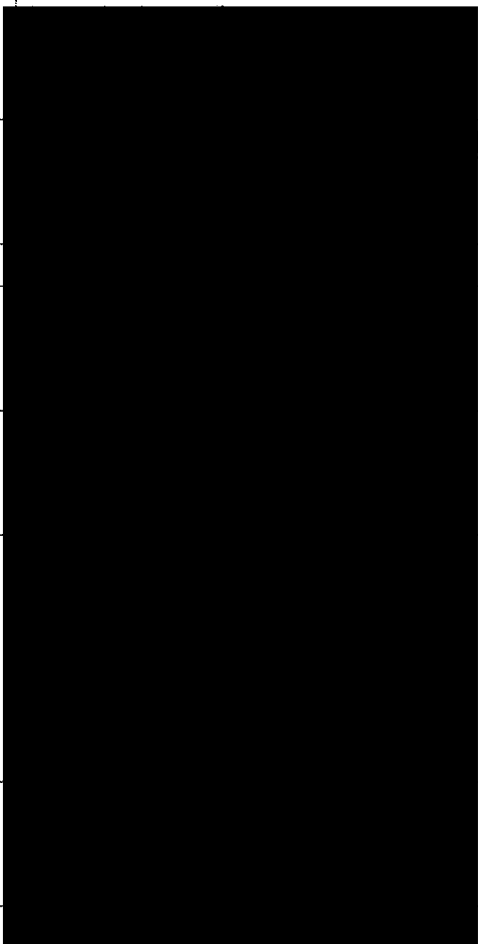
This PPA aims to set out the decision making timeframe to enable the views of third parties to be discussed and, if necessary, any objections to be resolved before the planning application is considered and determined in a manner which satisfies the reasonable expectations of all parties of this PPA.

Nothing in this PPA obligates the Council to approve the application. It instead establishes a method of collaborative / joint working.

PROJECT TEAM

The project team will provide technical support for development proposal. It the details of of the key members of the team to discuss the progress of the application including design, infrastructure, layout, highways and transportation, drainage, ecology, employment, landscaping and heritage and s106 negotiations.

Principal Name(s)	Position and Role	Contact Details
Paul Hanson	Applicant Property Director Landlink Estates	
Claire Potts	Strategic Development Team Leader Arun District Council	
CASE Officer David Easton	Principal Planning Officer, Arun District Council	
Project Team		
Andrew Tice	Landlink Estates agent for Trustees of	

	Langmead Pension Fund as Landowner and Applicant	
Lisa Jackson	Director, Jackson Planning – Planning Agent	
Kirsten Hewson/ Paul Weekes	Solicitors for Applicant Shoosmiths LLP	
Arun DC		
Andy Elder	Housing Strategy and Delivery Manager	
TBC	Planning Solicitor Arun District Council	
Joe Russell-Wells	Environmental Services and Emergency Planning Manager (Open Space for Arun District Council)	
Paul Cann	Engineering Services (Drainage for Arun District Council)	
TBC	Environmental Health Officer	

MEMBER INVOLVEMENT

Relevant ADC Ward Councillors will be openly and appropriately engaged with the development of the project, whilst ensuring that their decision making function is not compromised.

EXTERNAL AGENCIES

External agencies such as West Sussex County Council, Environment Agency, Heritage England do not fall within this Agreement but will be approached as appropriate to fully engage with the project through attendance at Project Team Meetings and provision of written responses.

KEY PLANNING POLICY

Emerging Local Plan Policy HSP 2c Site SD7
National Planning Policy Framework
National Planning Policy Guidance
CIL Regulations

SUPPORTING DOCUMENTATION

The applicant and Arun DC agree that the information/documentation required to be submitted in support of the planning application is as below:

Statutory Planning Application Form
Ownership and Agricultural Land Certificates
Site Location Plan @ 1:1250
Site Parameters Plan
Illustrative masterplan
Access design layout @1:500

Planning Statement (including affordable housing statement)
Design and Access Statement
Biodiversity Survey and Report
Flood Risk Assessment
Foul and Surface Water Drainage Statement
Landscape and Visual Impact assessment
Education Assessment
Built Heritage Assessment
Desk based Archaeological Assessment
Transport Assessment /Travel Plan
Tree Survey/Arboriculture Report
Statement of Community Involvement
Soils Report

ADDITIONAL DOCUMENTATION

s106 Heads of Terms (to be submitted by applicant following receipt of consultation responses)
Draft Planning Conditions are included in the submitted planning summary (these are to be confirmed and revised as necessary to be issued by ADC as shown in the project plan)

CONSULTATION STRATEGY

The following people/parties will be consulted on the planning application when it is submitted and validated:

- WSCC Local Development Division
- WSCC Lead Local Flood Authority
- Highways England
- Southern Water
- Environment Agency
- Natural England
- Historic England
- Sussex Police
- Network Rail
- Sport England
- Ecology
- Archaeology
- NHS
- ADC
- Housing Strategy
- Estates Manager
- Parks and Green Space (including Arboriculture)
- Ecology
- Environmental Health
- Engineers (Coastal Protection, Flooding, Surface Water Drainage)
- Building Control
- Conservation Officer
- Environmental Amenities and Community Safety
- Yapton Parish Council
- Yapton Neighbourhood Plan Working Group

If there is a need to re-consult with a consultee this will be carried out by ADC within 5 days of receipt of the information.

On validation of the application the application details will be placed on the ADC website and advertised in the next available printing of the West Sussex Gazette. Site notices will also be placed at strategic points around the site within 7 working days following validation.

TIMETABLE

The Project Plan is set out at Appendix B. This is shown in three stages.

1. Stage 1 relates to consultation response and revision

2. Stage 2 –Committee preparation, conditions and legal agreement
3. Stage 3- Post committee resolution

ADHERENCE TO THE PROJECT PLAN

The Lead Council Officer and Applicants' Planning Agent shall agree to make each other aware at the earliest possible opportunity (and no later than two weeks from the milestone date) of any commitments made in the Project Plan that will not be met and the reasons for which that is the case.

CHANGES TO THE PROJECT PLAN

Where revisions need to be made to the Project Plan, either as a result of the addition of new issues or revisions to existing issues, these shall be agreed in advance of the deadline dates (confirmed in writing where appropriate) between both the Lead Council Officer and the Planning agent.

To adhere to this timetable there is onus on the applicant and their team to be able to provide at the outset all the necessary information to not only allow the application to be validated **w/c by 12 Jan 2018** but in order that statutory consultees can respond without the need to seek additional information. There is also a requirement to respond to both case officer and consultation comments and supply the requested information to the council in order that any further consultations and discussions can be had.

The applicant should be aware that most major applications require amendments to the design and detail, development is a fluid process and this application will require re-consultation. Consultees will seek clarification which will require their further feedback.

DECISION MAKING AND COMMUNICATION

The primary line of communication should be between the case officer at Arun DC and the Applicant's Planning Agent. Other team members will continue to work with their counterparts but will also feed in their comments and issues to either the case officer or Applicant's Planning Agent.

ADC's Obligations

- ADC shall respond substantively to all urgent emails, letters and telephone calls within three (3) working days of receipt and, in any event, within six (6) working days of receipt.
- Notify the Applicants on the date of dispatch, prior to any meeting of the ADC Development Control committee at which any report or matter relevant to the development will be discussed and or considered and to provide the Applicant with a copy of any report to the ADC Development Control committee at that time.
- Provide to the Applicant at least three (3) working days prior to any meeting all substantive and relevant documents which are relevant to that meeting which relate to any relevant action or agenda points identified.
- To provide the Applicant within five (5) working days of any meeting the minutes or action points arising from that meeting.
- The applicant and Council accept that land ownership issues are separate from the Planning Process and that the lack of an Agreement in place between the parties concerning the leasing of the land and/or other property ownership matters shall not prejudice nor fetter the application in any way.

APPLICANT'S OBLIGATIONS

- To use their reasonable endeavours to address any concerns raised by any statutory consultee prior to the submission of the application to ADC.
- Not to submit the application unless it is accompanied by the discussed application documents.
- To provide ADC with such additional information, if reasonable, as may be requested within ten (10) working days of such written request from ADC (or such other time period as may be agreed).
- To provide to ADC at least three (3) 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 identified.
- To provide to ADC within five (5) working days of any meeting the minutes or action points arising from that meeting.

RESOURCES/PPA FEE

The overall PPA fee is **£16,123 (+VAT)**. This will allow a dedicated officer resource to work with the Applicant during the determination and post-determination process.

GENERAL

All parties to this PPA shall work jointly in complying with their respective obligations under this agreement.

This PPA will apply from the date this agreement is signed and shall remain in force until ***suggest nominal date 6 months post submission*** (or such extension of this deadline by the team in accordance with the terms of this agreement) or the Decision Date (being the date a planning decision notice is issued by the Council on the planning application) whichever is the earlier and upon the expiry of such period this PPA shall cease.

Should the Applicant submit an appeal under Section 78 of the Town and Country Planning Act, 1990 in relation to the planning application (for whatever reason), this PPA shall automatically terminate, but such termination will not automatically be deemed to constitute a departure by the parties of this PPA from the principles contained within this agreement.

If the Council or Applicant considers that the principles and intentions of this PPA are not being followed, it will draw this to the attention of the other parties. The other parties will then have a period of not less than 10 working days (and no more than 15 working days) within which to comment on and/or address the concerns.

In the event that there is a material failure by any of the parties to comply with the terms of this PPA, the other parties may terminate the agreement 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.

All parties to this PPA are committed to collaborative working and to using all reasonable endeavours to carry out the tasks outlined in this agreement within the timetable identified. However, for the avoidance of doubt, this PPA is not legally binding.

LEGAL FEES

The applicants agree to pay upon completion of the s106 agreement, the Council's reasonable and proper legal fees for negotiating and completing a s106 agreement. Such costs must be incurred on the basis of agreed hourly rates and subject to detailed breakdowns with full narratives.

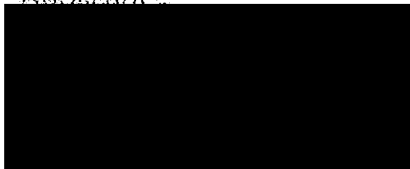
GOOD FAITH

Both parties enter into this Agreement in the spirit of good faith and with the intention of working together in partnership to secure the desired result of facilitating this planning application for the proposed development.

Acceptance of Planning Performance Agreement

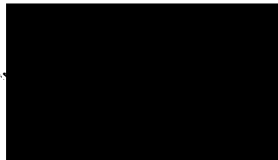
Signatories

Applicant



For APPLICANT

Local Planning Authority



..... for Arun District Council

