

LONDON BOROUGH OF CROYDON
Planning Performance Agreement

A BESPOKE DEVELOPMENT MANAGEMENT SERVICE

1st June 2018

Various Sites in Croydon

Between:

London Borough of Croydon [the Council]

and

Sterling Rose [the Applicant]

Planning Performance Agreements

Excerpt from the National Planning Practice Guidance, paragraph 016 Reference ID: 20-16-20150326 (revised 26 March 2015):

A planning performance agreement is a project management tool which the local planning authorities and applicants can use to agree timescales, actions and resources for handling particular applications. It should cover the pre-application and application stages but may also extend through to the post-application stage.

Planning performance agreements can be particularly useful in setting out an efficient and transparent process for determining large and/or complex planning applications. They encourage joint working between the applicant and local planning authority, and can also help to bring together other parties such as statutory consultees.

A planning performance agreement is agreed voluntarily between the applicant and the local planning authority prior to the application being submitted, and can be a useful focus of pre-application discussions about the issues that will need to be addressed.

Paragraph 018: Reference ID: 20-018-20150326

A planning performance agreement can extend to matters beyond the formal application process – such as programming the negotiation of any section 106 agreement and related non-planning consents. For very large or complex schemes the agreement may also provide a basis for any voluntary contributions which the applicant has offered to pay to assist with abnormal costs of processing the application. The parties will want to ensure that such payments do not exceed the cost of the additional work involved, are not seen to have any implications for the decision on the application, and do not deflect resources from processing other cases; any additional resource provided in this way needs to be used for additional capacity that is genuinely required to ensure a timely and effective service.

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1.0 INTRODUCTION

This Planning Performance Agreement (PPA) is made between London Borough of Croydon ("The Council") and Sterling Rose ("The Applicant").

This PPA is an agreement between the London Borough of Croydon and the Applicant to provide a project management framework for handling development proposals submissions (as set out in Operating Principles). This framework seeks to appropriately resource these discussions and should improve and speed up the response times by committing both parties to an agreed timetable containing "milestones" that makes clear what level of resources and actions by both parties are required and ensure that all key planning issues are properly considered and resolved.

The PPA is to secure a dedicated Planning Officer for:

- The management of up to ■ pre-application schemes and subsequent planning applications within the London Borough of Croydon Development Management Service.

This PPA relates primarily to pre-application schemes and planning applications that are subsequently submitted. The expectation is that all reasonable aspects raised by the Council will be factored in to subsequent planning applications and that there will be little need for dialogue during the course of the application determination. The PPA does allow for positive communication during the course of each planning application which facilitates negotiation for both parties.

This PPA has been drafted considering guidance produced by ATLAS (June 2007).

2.0 PURPOSE

This PPA does not constitute a legally binding contract, nor is it intended in any way to prejudice or influence the determination of planning submissions in any way. Rather, it is a memorandum of understanding between the Council and the Applicant.

Its purpose is to encourage co-operation, trust and effective communication between the Council and the Applicant. Its aim is to facilitate high quality development and ensure prompt, clear and robust decision making.

This agreement does not give a guarantee of planning permission. It relates to the process of considering development proposals and not the decision itself.

This agreement is made pursuant to Section 111 of the Local Government Act 1972 Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.

Nothing in this agreement shall restrict or inhibit the Applicant(s) from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.

3.0 GENERAL PRINCIPLES

The objective of this Planning Performance Agreement is one of co-operation and consistency throughout the negotiation and discussion relating to the development proposals to provide a degree of certainty for the intended outcomes and to improve the quality of the project and of the planning decision.

The London Borough of Croydon and the Applicant agree to be governed at all times by the following principles:

- Principle 1:** To work together as a team and in good faith, and to respect each other interests and confidentiality.
- Principle 2:** To commit and provide promptly information to support and manage the development management process, in accordance with the Performance Standards contained this agreement.
- Principle 3:** To ensure the Local Planning Authority are provided with a good standard of drawings and information required to enable advice to be provided within the specified timescales.
- Principle 4:** To establish clear lines of formal and informal communication between the parties
- Principle 5:** To ensure that all applications to the local planning authority from discharge of conditions, through to reserved matters, minor amendments, listed building consents and new planning permissions etc. are discussed, handled and determined efficiently and effectively
- Principle 6:** To be transparent and consistent at all times between all parties so that outcomes are anticipated, defined and understood.
- Principle 7:** To help to facilitate (where appropriate) effective involvement and consultation with the surrounding community, statutory and other stakeholders, and any individual or group with a legitimate interest.

Principle 8: To reach agreement milestones which will remain fixed unless agreed by all parties otherwise.

Principle 9: To identify and involve specialist consultees and advisors including authority officers/managers where appropriate.

Principle 10: All parties will seek to use the pre-application period to address matters that would otherwise arise via planning conditions, and significantly reduce the level of potential conditions, particularly in respect to those preventing commencement of works.

Principle 11 To work together towards ensuring an application and determination process that is as efficient, simple and unbureaucratic as possible, for example, regarding amendments and the use of conditions.

These principles can be met during pre-application discussions and the processing of submissions by deploying the appropriate resources, good information exchange and all round timeliness; and by regular discussions at a senior level, to review how the above aims are being met.

4.0 SERVICE / KEY STAFF

The resources required to meet the demand generated from this project include (the names identified may be subject to change, if so, Croydon will notify the Developer of the change. There may be a scenario where the north and south team planning officers are interchangeable to account for workload demands and allow this PPA to be adequately resourced):

Croydon:

NORTH AREA

- ☐ Christopher Grace (Senior Planning Officer, North Area)
- ☐ Nicola Townsend (North Area Team Leader)

SOUTH AREA

- ☐ Barry Valentine (Senior Planning Officer, South Area)
- ☐ Ross Gentry (South Area Team Leader)
- ☐ Professional advice from specialist officers, additional administration and technical support as required in the overseeing or carrying out in the functions in accordance with this agreement

Sterling Rose:

- ☐ Matt Corcoran
- ☐ Miheer Mehta

5.0 FORM AND CONTENT OF SUBMISSIONS

The greater the level of information that can be provided at the pre-application stage, the better and more detailed the advice can be provided to the applicant. With this in mind, key documents that will influence the nature of a development coming forward will be requested at the earliest opportunity during the pre-application discussions. The dates for the provision of such information shall be fed into the timetabling to help the LPA efficiently allocate time and resources.

As a minimum on submission of the pre-application the Applicant must provide a site plan, to scale floor plans and elevations, as well as site photographs for each scheme. If any plans are required for discussion in a pre-application meeting, these shall be provided 5 working days in advance.

6.0 KEY SERVICE / PERFORMANCE STANDARDS

It is proposed to maintain and develop the above service and embed within this agreement key service standards, as follows:

- Respond to validation of pre-application submissions within 5 working days from receipt
- The Council to contact the Applicant and arrange the meeting within 5 working days from validation
- Reasonable endeavours to ensure the meeting takes place within 10 working days from contact
- Written response to meeting provided within 7 working days after the meeting
- The Council will ensure the relevant specialist officers attend the meetings as required e.g. housing, transport, access, environmental health and sustainability
- Communications, be it via email or hard copy correspondence shall be acknowledged within 5 working days with a suitable response where possible.
- Telephone messages shall be returned within 3 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

This agreement does not give a guarantee of planning permission. It relates to the process of considering development proposals and not decisions itself.

7.0 OPERATING PRINCIPLES

- The Developer to notify Officers upon submission of the pre-applications;
- Both parties acknowledge that the smooth operation of this PPA will require planning and design points that require resolution to be tabled early. As these points are resolved this needs to be acknowledged and recorded. The late introduction of new points or the re-introduction of matters previously resolved is unhelpful for both parties and undermines the PPA;
- A site visit must be undertaken for each scheme prior to any meeting taking place;
- Both parties are to advise the other in good time regarding any anticipated increase/change in work load levels, timetable, etc.
- Croydon and the Developer will have regular discussions at a senior level, to review how the PPA aims and service standards are being met and will formally review the implementation of this PPA annually.
- The Council Officers to engage with the Developer during the course of any submitted planning application, unless pre-application advice has been ignored
- This PPA facilitates positive operating principles, allowing parties to agree to extend application timescales to assist the negotiation of development proposals

Within the agreed timeframe, meetings will be arranged as above and when considered necessary by agreement.

8.0 SCHEMES

The PPA is to secure a dedicated north team and south team Planning Officer for:

- A maximum period of 12 months from the date of this agreement
- Up to ■■■ pre-application schemes across the borough:
 - Of the ■■■ schemes, a maximum of ■ can be for major schemes
 - The remainder to be ■■■ or ■■■ new dwelling schemes
- Once the ■■■ schemes have been exhausted or the 12 month period has been reached (whichever is sooner), a new PPA will be required

9.0 REVIEW MEETINGS

These shall occur every 4 months, and involve all parties named in the key staff section. This will provide an opportunity to discuss how the PPA is operating, updates on key schemes, further acquisitions, and resourcing.

The first of these meetings shall occur in September 2018.

10.0 FINANCIAL CONTRIBUTIONS

The Applicant commits to cover:

- i) LBC's costs incurred in the staffing and resourcing of dedicated planning officers, of the pre-application process set out in paragraph 8.0 "Schemes"

The Developer shall make the following financial contributions:

Total of [REDACTED] (exc VAT) for the period of 1st June 2018 to 31st May 2019

This shall be paid as follows:

- 25% of the fee on signing the agreement
- 25% by 1st September 2018
- 25% by 1st December 2018
- 25% by 1st March 2019

The Developer will have the right to terminate upon 4 months' notice.

The Applicant will be required to pay the planning application fee for each planning application.

Agreed on behalf of the London Borough of Croydon

Ross Gentry, South Area Team Leader

Date: 20th June 2018

Agreed on behalf of Sterling Rose

Date: 20th June 2018