



**BRENTWOOD  
BOROUGH COUNCIL**

## **Planning Performance Agreement (PPA)**

For

Processing an application for Hybrid Planning Permission

Land North of Shenfield, Shenfield, Brentwood

Between:

Brentwood Borough Council

and Croudace Homes Limited

Date: 26 September 2022

## **Planning Performance Agreements**

Under the heading of 'Pre-application engagement and front loading, paragraph 46 of the National Planning Policy Framework (NPPF) states that:

*“Applicants and local planning authorities should consider the potential for voluntary planning performance agreements, where this might achieve a faster and more effective application process. Planning performance agreements are likely to be needed for applications that are particularly large or complex to determine.”*

Planning Practice Guidance notes that:

*“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: 016 Ref. ID: 20-016-20150326).

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## **1. Recitals**

### **Definitions**

- 1.1 “The Local Planning Authority” is Brentwood Borough Council (BBC).
- 1.2 “The Applicant” is Croudace Homes Limited.
- 1.3 “The Site” subject to this PPA is Land at Chelmsford Road, Shenfield
- 1.4 “The Development” is an application for Hybrid Planning Permission for:
- the construction of c.100 dwellings (exact numbers to be confirmed) including associated open space, landscaping and infrastructure in detail
  - vehicular access in detail
  - up to 250 dwellings, a safeguarded site for a primary school and early years and childcare nursery (to be discussed with ECC & BBC) and associated open space, landscaping and infrastructure in outline

### **Introduction**

- 1.5 This Planning Performance Agreement (PPA) is a ‘memorandum of understanding’ between BBC and the Applicant, acting as a project management tool for handling the application phase and extended as may be agreed to cover implementation. This PPA is intended to set out an efficient and transparent process for undertaking these stages and establishes agreed responsibilities and a project timeframe (Appendix 1).
- 1.6 This agreement does not commit BBC to a particular outcome. Furthermore, nothing in this agreement shall fetter BBC’s discretion as local planning authority to make what it considers is an appropriate recommendation and/or decision on the application, whether by the planning committee or a delegated decision by officers.
- 1.7 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.

- 1.8 This PPA will apply from the date it is signed by both parties and shall remain in force until the decision date on any application submitted or other date to be agreed by both parties.
- 1.9 Notwithstanding the above, either party may at any time end this agreement by giving notice in writing to the other and any remaining unspent fee previously paid by the applicant to the local planning authority as a result of this agreement will be returned subject to the fees schedule outlined within paragraph 6. Should any fee payable by the applicant to the local planning authority be outstanding, this shall be settled in full within 10 working days.
- 1.10 Nothing in this agreement shall restrict or inhibit the Applicant from exercising any right of appeal under Section 78 of the Town and Country Planning Act 1990 (as amended) though the applicant agrees that it would notify BBC of its intention of appealing prior to submitting any appeal. The PPA will be terminated where the applicant submits an appeal.
- 1.11 BBC accepts no responsibility for any delays or failure to respond within timescales indicated in this agreement due to factors beyond its control. This includes late, missing, misleading or incorrect information or instructions from the applicant or any other party.

## **2. General Principles**

- 2.1 The overall objective of this agreement is to project manage the handling of the discussions via agreed timescales, actions and resources.
- 2.2 BBC 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's interests and confidentiality.

**Principle 2:** To commit and promptly provide information to support and manage the discussions, in accordance with the Performance Standards contained in paragraph 5.2 of this agreement.

**Principle 3:** To be transparent and consistent at all times between all parties so that outcomes are anticipated, defined and understood.

**Principle 4:** To provide effective involvement and consultation between the parties.

**Principle 5:** To reach stated milestones, unless otherwise agreed by all parties.

**Principle 6:** To identify and involve specialist consultees and advisors, including BBC officers where appropriate, subject to payment of appropriate fees and charges.

### 3. Form and Content of the Submissions

3.1 This PPA relates to an Application for Full Planning Permission as described above and this Agreement relates to the processing of this Application.

### 4. Resources and Liaison

#### 4.1 Project Team

The Project Team will comprise the Applicant's Team and the BBC Team, as defined below. The Project Team may be expanded by agreement between the parties. All correspondence should be directed through the case officer who is the main contact throughout the pre-application and application process; unless previously agreed between the parties. The applicant or its advisors should not undertake discussions direct with statutory consultees or BBC consultants without prior agreement.

#### Applicant's Core Team:

<u>Name</u>	<u>Position &amp; Role</u>	<u>Contact Details</u>
Ben Yallop	Land Director	Croudace Homes Limited
Nicole Norman	Strategic Land Promoter	Croudace Homes Limited
Jane Piper	Planning Director	Barton Willmore, now Stantec
Steve Fisher	Managing Director	FINC Architects
Stuart Morse	Director	Vectos (transport)
Rodrigo Magno	Principal Civil Engineer	JNP (drainage)

BBC Team:

<u>Name</u>	<u>Position &amp; Role</u>
Kathryn Williams	Managing Director – KEW Planning (Planning Officer)
xxx	Conservation & Urban Design Essex Placemaking Services
Steve Plumb	Landscape and Arboricultural Advisor
Ian Winslet	Housing Officer
Thom Hoang	Open Space Officer
Jonathan Quilter	Planning Policy
Dean Ward	Waste and Refuse Officer
David Carter	Environmental Health Officer
Brendan Johnson	Essex County Highways

#### 4.2 Performance Standards

The Applicant and/or agent will:

- Always use its reasonable endeavours to achieve the following performance standards.
- Ensure relevant information necessary for a Project Team meeting is circulated to all Project Team members (where possible) no later than 5 working days prior to such a meeting.
- Circulate agendas and all documents to be discussed at the meeting, (where possible) no later than 5 working days prior to any Project Team meeting.
- Ensure actions arising from Project Team meetings (including timescales for the completions of those actions) are agreed no later than 5 working days after the meeting.
- If the applicant wishes to have a record of the meeting, it will be its responsibility to take project minutes which will then be circulated to the Project Team no later than 5 working days after that meeting for agreement.
- To wherever possible respond to any concerns raised by any statutory consultees prior to the submission of an application.

- Where specialist, complex or technical issues arise, the applicant will fund appropriate specialists chosen by the local planning authority to assess, report and if appropriate negotiate or discuss those matters on behalf of the local planning authority. The costs of such additional services will not be incurred until the costs have been agreed by the Applicant. The Council will be responsible for ensuring that such agreement is in place before commissioning the work. The Applicant will not be liable for any costs incurred without such an agreement in place prior to instruction.
- Demonstrate flexibility and a willingness to review the development proposals in response to consultee and officer comments and to work collaboratively with the Council to deliver an appropriate form of development on the site which addresses the importance of the site.
- Provide the Council with a relevant Purchase Order Number to quote on all invoices within 10 working days of any fees agreed. The Purchase Order Number must be quoted on all invoices to ensure swift payment.

BBC shall:

- Always use its reasonable endeavours to achieve the following performance standards.
- Respond substantively to all emails, letters and telephone calls within 5 working days of receipt. Where circumstances beyond the reasonable control of BBC prevent meeting the undertaking, the case manager shall notify the developer within 5 days of receipt and agree an alternative timescale for a response.
- In the interests of effective use of time, BBC will lead the pre app meetings and proceed on the assumption that participants have read the submitted documents. It will not be necessary for the applicant team to take the meeting though the documents. BBC will provide an opportunity for the applicant team to draw particular points to the meeting's attention.
- If requested by the Applicant's Team, the BBC Team shall provide informal feedback on the information presented at a Project Team meeting within 10 working days from that meeting. Unless the format of the information prevents it, the information submitted to the BBC team should be sent via email, with large files transferred by an agreed method.



- An appropriate venue and method for each meeting is to be agreed in advance but it is anticipated that the majority will be held face-to-face at the Town Hall.
- Contact internal and external consultees in considering pre-application requests, including seeking to chase internal and external consultees to respond within the consultation periods to avoid unnecessary delays.
- Agree with the applicant/agent the planning application requirements of each application and immediately prior to making the application the date of its submission.
- Prioritise the admin service to ensure that the application is vetted for validation within 3 days of being received.
- To carry out formal consultation of application within 3 working days of validation and case officer re-consultation (if required) within 3 working days of receipt of the new/revised information; to ensure all issues raised are communicated to the applicant within 5 working days of receipt and work with the Applicant to address all relevant issues.
- To comply with the timetable set out in appendix 1. The costs of preparing the accompanying Legal Agreement are outside of the scope of this agreement.
- Project meetings will be held as set out within Appendix 1, unless otherwise agreed, or cancelled.
- BBC is governed by the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the General Data Protection Regulations 2018, in how it handles the information it holds. BBC will treat as confidential the pre-application information. If it receives a request to release information held related to pre-application discussions, it will contact the applicant to advise of its obligations under the relevant legislation before deciding whether to release the information requested.
- This PPA can be made available for public inspection, if requested, unless it is deemed to be exempt from any relevant legislation.
- Submit invoices to the Applicant for the agreed costs incurred in accordance with the invoicing arrangements set out in Appendix 2 below.

### 4.3 Agreed Validation List

The following list has been agreed to be the technical requirements for the hybrid planning application:

- Location Plan (scale 1:1250) – please make it clear which area is for the Full and Outline applications.
- Existing site plan
- Proposed site plan
- Floorplans for the various house types
- 4-6 street scenes of detailed layout
- Site sections of detailed layout
- Elevation drawings of all house types
- Landscape Masterplan – this is a key element.
- Street scene drawings from vantage points
- Connectivity drawing with all pedestrian, cycle and vehicular routes though the site
- Connectivity map demonstrating the site's connectivity to the wider surrounding area
- Section drawings of the development along the full length and width of the site
- Section drawing to show relationship between proposed development and neighbouring buildings on nearby roads.
- Soft and Hard Landscaping Plans
- Parking Strategy Plan
- Detailed Materials Plan
- Refuse Strategy Plan
- Enclosures Plan
- Building Heights Plan
- Private and communal amenity areas, and public open space plan
- Topographical survey
- Planning Statement
- Approved Masterplan Development Principles Document with Phasing Plans. This should be landscape led.
- Draft s106 Head of Terms
- Affordable Housing Statement
- Design and Access Statement, including details of materials and reveals (doors and windows) and waste management

- Schedule of Accommodation (including total floor areas, internal areas, private and communal amenity areas)
- Statement of Community Involvement
- Transport Assessment (including vehicle tracking; visibility splays and servicing arrangements)
- Travel Plan
- Flood Risk Assessment
- Drainage Strategy
- Preliminary Ecological Appraisal, including relevant surveys (that are required as set out in the PEA) and Biodiversity Net Gain Assessment
- Tree Survey
- Arboricultural Method Statement and Impact Assessment
- Landscape Strategy and Management Plan
- Sustainability Statement
- Contaminated Land Assessment (Site Investigation Phase 1 and 2)
- Heritage Statement
- Noise Impact Assessment
- Air Quality Impact Assessment
- Construction Management Plan
- Health Impact Assessment

## **5 Costs**

5.1 The applicant agrees to pay to BBC a total of £60,000 in accordance with the following stages:

- i) £10,000 on the signing of the PPA (following receipt of the invoice)
- ii) £10,000 on completing the first pre-application process
- iii) £10,000 on completing the first pre-application process
- iv) £10,000 on submission of the application
- v) £10,000 4 weeks before the confirmed Planning Committee date / delegated decision date
- vi) £10,000 on signing of the S106 and issuing of the Decision Notice

5.2 The fee is inclusive of VAT and any disbursements. The fee covers the cost of establishing the PPA, the cost of the dedicated planning consultant acting on behalf of the Council, dedicated officer time in the processing of the submissions, any consultees that the Council instructs to assist with the determination of the

submissions priority admin service, meetings and the Council's commitments to fulfil its duties set out within the Project Timeframe at Appendix 1 (including ongoing review and amendments that may be required in the future) and BBC's costs incurred in the staffing and resourcing of Project Team meetings (as outlined in the Project Timeframe). The Council is likely to require a transport consultant to examine the Transport Assessment and an additional cost may be required. The cost will be agreed with the applicant prior to instructing this work and will be capped at a maximum of £3k (including all disbursements and VAT).

- 5.3 Officer resource and therefore level of funding to be reviewed 6 months after signing to consider whether an extension/review of the PPA is required.
- 5.4 For the avoidance of doubt, these payments do not include any necessary planning application fees due to the local planning authority for the determination of the application nor does it include any costs associated with legal fees for any s106 agreement or variations to an existing S106, S52 etc or other legal document necessary for the purposes of implementing the development.

## **6. Project Timeframe**

- 6.1 The Project Timeframe is devised to provide a realistic timeframe for determining the Submissions. The Applicant and BBC acknowledge that the timeframe may be subject to change by mutual agreement which will therefore be kept under review as determination of the Application progresses. The Project Timeframe is detailed at Appendix 1).
- 6.2 Within the Project Timeframe, meetings will be arranged as above and when considered necessary by agreement, with suggestions of appropriate meetings set out within the Project Timeframe.
- 6.3 If there is an unforeseen delay in the Project Timeframe, the Project Team will review whether the Project Timeframe is still realistic or whether the Project Timeframe and PPA need revision. Any revisions to the Project Timeframe and PPA shall be agreed in writing by the Applicant and BBC.

## **7. Agreement**

- 7.1 BBC and the Applicant hereby agree to the content of this PPA.

**BBC:**

**Name:** Phil Drane

**Signature:**



**Position:** Director of Place

**Date:** 26 September 2022

**Applicant:**

**Name:** Ben Yallop

**Signature:**



**Position:** Land Director

**On Behalf Of:** Croudace Homes limited

**Date:** 26 September 2022

## APPENDIX 1 – PROJECT TIMEFRAME –

BBC and the Applicant shall work to ensure that the consideration of the Application is progressed and determined in accordance with the Project Timeframe set out below (unless a variation to the Timeframe is agreed in writing in by both the Applicant and BBC).

### Project Timeframe – To Determination

- Additional meetings or input may be required subject to discussion and agreement. Any additional input would be at additional cost.

Item	Date / Week	Application Tasks	BBC Attendees
1	w/c 21 November 2022	Applicant to submit formal First Pre-Application Pack to KEW for review.	
2	w/c 28 November 2022	Site Visit (subject to Kew Planning Availability) 2hr Pre-Application Meeting between Applicant and Kew Planning to discuss the proposals and Planning Application requirements. Pre-application advice to be provided within 5 working days.	
3	w/c 16 January 2023	Applicant to submit formal Second Pre-Application Pack to KEW for review.	
4	w/c 23 January 2023	Second Pre-Application Meeting between Applicant and Kew Planning to discuss the proposals and Planning Application requirements. Pre-application advice to be provided within 5 working days.	KEW + BBC officers

5	w/c 16 January 2023	Applicant to submit formal Pack to DRP for review.	
6	w/c 23 January 2023	BBC Design Review Panel	
7	w/c 20 February 2023	Applicant-led community engagement to begin	
8	w/c 6 March 2023	Applicant to fix design	
10	w/c 6 or 13 March 2023	Member Briefing and review meeting with KEW / BBC Officers.	
11	w/c 27 March 2023	Application Submission. Validation within 7 working days of receipt.	
12	w/c 3 April 2023	Statutory consultee consultation requests to be issued by BBC.	
13	Ongoing	Consultation period responses to be shared with Applicant's agent within 3 working days of receipt.	
14	w/c 8 May 2023 (6 weeks)	Review meeting with KEW / BBC (2 hour) to discuss scheme proposals and consultation feedback; agenda to be provided by the Agent; revisions discussed to be tabled and any further ones noted.	
15	w/c 29 May 2023 (9 weeks)	Submission of any amendments and re-consultation to be done (14 days) within 2 working days of receipt.	

16	w/c 12 June 2023 (11 weeks)	Preparation of committee report – target March 2023 committee.  Legal agreement terms to be agreed.	
17	June cttee date??	Planning Committee presentation.	
18	w/c 26 June 2023 (13 weeks)		
19	June/July 2023	Legal agreement signed and decision notice issued.	

#### APPENDIX2 – INVOICING ARRANGEMENTS

In order to ensure prompt payment of invoices, the parties agree to the following invoicing arrangements:

- All invoices must clearly state the name of the site and the matter that is being charged for. It should also refer to the charge being levied in accordance with the PPA signed by Redrow and the date of this PPA.
- All invoices should be marked for the attention of Ben Yallop and addressed to:

Croudace Homes Limited  
Croudace House,  
5 Gernon Road,  
Letchworth,  
Hertfordshire,  
SG6 3HL

- All invoices must be emailed [accounts@croudace.co.uk](mailto:accounts@croudace.co.uk)