# Officers' Meadow Land North of Shenfield, Brentwood

## **Statement of Common Ground**

Appeal against Brentwood Borough Council for failure to give notice of its decision within the appropriate period on an application for permission for:

Hybrid planning application for 344 units including 35% affordable housing, safeguarded land for a 2FE primary school and early years facility, public open space and associated landscaping, drainage and highways infrastructure (23/01164/FUL)

Appellant: Croudace Homes Ltd LPA: Brentwood Borough Council

Prepared on behalf of Croudace Homes Ltd

21 January 2025

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## **Appendices**

- 1. Appendix 1: Agreed Appeal Application Plan
- 2. Signed PPA between Brentwood Borough Council and Croudace Homes Ltd, dated 26 September 2022
- 3. List of Application Drawings and Documents
- 4. List of Conditions and Reasons (to be sent separately)

## 1. Introduction

- 1.1 This Statement of Common Ground is between Croudace Homes Ltd and Brentwood Borough Council (BBC).
- 1.2 This Statement addresses the following areas of common ground:
  - 2. Description of the Site and Surrounding Area (including planning history)
  - 3. The Full Planning Application
  - 4. The Development Plan (including relevant policies)
  - 5. Supplementary Planning Guidance
  - 6. Agreed Material Considerations
  - 7. Draft Heads of Terms of any Section 106 obligations
  - 8. Other Matters of Agreement

and

9. Matters of Disagreement

## 2. Description of the Site and Surrounding Area

- 2.1 Descriptions of the Appeal Site are provided in various Appeal Documents.
  These are generally accepted although each witness will provide a brief description pertinent to the evidence being presented.
- 2.2 The Appeal Site extends approximately 21.32 hectares in total and is located to the north of Shenfield, a town in the Borough of Brentwood in Essex. In March 2022, it was released from the Green Belt with the adoption of the Local Plan, under Policy R03, in order to provide for expansion of the town.
- 2.3 The Appeal Site itself has an irregular shape and forms one part a comprehensive allocation, under Policy R03, the development of which is promoted by four separate developers. The plan below in Figure 1 broadly illustrates the current approach.
- 2.4 The closest existing housing (Chelmsford Road) is clearly seen as sitting between the parcels being brought forward by Countryside, Redrow and the Appellant.



Figure 1 – Developer Parcels – Source FINC Architects – Development Framework

- 2.5 The Appeal Site consists of six tree-lined agricultural fields, predominantly featuring rough grassland/scrubland. Occasional canopy trees are located within the Site along with hedgerows and tree belts, creating an irregular network of field boundaries. The network of established hedgerows, woodland, designations and other physical constraints within the Appeal Site is summarised below:
  - To the east of the Appeal Site is an area of Ancient Woodland named Arnold's Wood.
  - Centrally within the Appeal Site is a tree belt that runs north south.
  - Adjacent to the eastern boundary of the Appeal Site is a smaller, east west tree belt.
  - There is one tree of veteran status, an English Oak (no. 151 in the Tree Survey).

- Located predominantly within the tree belts, and sporadically throughout the Appeal Site, there are up to 47 trees covered by a Tree Preservation Order (TPO).
- An east west area of land adjacent to Alexandra Lane and located at the lowest part of the Appeal Site, is within EA Flood Risk Zones 2 and 3, and parts are designated as a Critical Drainage Area.
- 2.6 The agreed red line plan (drawing number 22.1643.400V) is attached at Appendix 1. See paragraph 3.15 below for relationship with the outline application for the safeguarded school site (shown with yellow line).
- 2.7 The Appeal Site lies within an area of gently undulating, low-lying, land associated with the River Wid valley landscape, opening out towards the lowland marsh landscape to the east. The landform broadly rises to the south-east of the Appeal Site as a continuation of the lower reaches of a ridgeline that extends from the elevated settlement area of Brentwood towards the lower-lying valley landscape.
- 2.8 To the west and north, the Appeal Site is bounded by Chelmsford Road (A1023), which runs southwest to Shenfield and north-east to Mountnessing. Part of the Appeal Site lies adjacent to Chelmsford Road. However, much of the northern boundary is separated from the highway by a single line of homes.
- 2.9 To the east, Arnold's Wood separates the Appeal Site from another parcel of arable land, which is also within the R03 allocation boundary and is the site of the Redrow Homes planning application (22/01324/FUL).
- 2.10 To the immediate south east is the Stonebond application site, which forms part of the R03 allocation (24/00332/FUL). To the south and east of the site, the Great Eastern Main Line railway separates the Site from the 20th century residential estate that follows Woodland Avenue. To the east of the residential estate lies the Hutton Industrial Estate and beyond this to the south is the village of Hutton and Long Ridings Primary School.

2.11 To the south-west of the Site is a further 20th century residential estate, with the homes to the north of Oliver Road lying adjacent to the R03 allocation boundary. The Site is separated from the residential area by Shenfield High School and associated playing fields.

#### Accessibility

- 2.12 The middle of the Appeal Site is a 20-minute walk and a 10-minute cycle ride from Shenfield Town Centre where multiple local services, facilities and amenities are located, including Shenfield railway station which provides regular services to London and Heathrow Airport (Elizabeth Line); and; Southend, Colchester, Chelmsford, and Ipswich (Great Eastern Main Line).
- 2.13 There are also bus stops on Chelmsford Road to the north-west and Long Ridings Avenue to the south, approximately 400m and 500m walking distance from the Appeal Site, providing services to Brentwood, Shenfield, Chelmsford, and other neighbouring towns and villages. Therefore, the Appeal Site benefits from very good public transport accessibility.
- 2.14 From the Appeal Site, cyclists can access Shenfield to the south-west, including the train station, Ingatestone to the north-west, as well as Brentwood Town Centre further to the south-west within 5km distance.
- 2.15 The road network around the Appeal Site includes the Chelmsford Road (A1023) to the northwest, and the A12 (dual carriageway) just beyond this, offering convenient vehicular access to Shenfield, Brentwood and beyond. Many smaller, residential roads are located within close proximity to the Appeal Site offering access to surrounding facilities and communities.
- 2.16 Footway 86 is a formal Public Rights of Way (PROW) on the eastern boundary of the Appeal Site that connects to the surrounding area. An application for the permanent diversion of this footpath through the development was made to BBC

on 12 February 2024 under Section 257 of the Town and Country Planning Act 1990. This is not currently a contentious issue and will need to be subject to the normal consultation process, but the current route and how the Appeal Scheme seeks to divert this across the housing development is shown in Figure 2 below.



Figure 2 – Existing and Proposed Public Right of Way

## **Planning Application History**

- 2.17 There is no planning application history on this Appeal Site.
- 2.18 The land surrounding the Appeal Site and part of the Policy R03 designation is subject to the following applications (See Figure 1 above for locations):

**Stonebond** (24/00332/FUL): New residential development comprising the construction of 38 No. dwellings together with new

vehicular and pedestrian access from Alexander Lane, car parking, private gardens, open space, landscaping, suds attenuation and associated development

**Redrow (22/01324/FUL):** Construction of 191 dwellings (Class C3), public open space, landscaping, sustainable urban drainage, access and associated infrastructure.

**Countryside** (24/00051/FUL): Hybrid Application: Full application for the construction of 142 residential dwellings, including affordable housing, open space, a children's play area, and landscaping. Outline planning permission is also sought for the construction of a Care Home (Use Class C2) with reserved matters for appearance, layout, landscaping, and all other matters in detail.

## 3. The Full Planning Application

- 3.1 In accordance with Paragraphs 39, 40 and 41 of the National Planning Policy Framework (NPPF December 2023 at the time), pre-application advice was sought with KEW Planning as the Planning Officers for BBC.
- 3.2 Numerous pre-application meetings were held with KEW, together with significant input from Essex County Council Place Services, BBC's urban design consultant, as well as BBC Policy team and the Tree, Landscape and Ecology Officers and Environmental Health. This was done in parallel with the work undertaken to draft the R03 Masterplan Development Principles document.
- 3.3 The hybrid proposal was presented to the Essex Quality Review Panel, along with the Masterplan Development Principles document, on 7 June 2023. A record of this meeting is provided in the Appeal Documents.
- 3.4 The hybrid application was submitted on 11 September 2023. The Council split the application as follows:

23/01164/FUL Hybrid planning application for 344 units including 35% affordable housing, safeguarded land for a 2FE primary school and early years facility, public open space and associated landscaping, drainage and highways infrastructure

23/01159/OUT Outline application with all matters reserved for a 2FE safeguarded primary school and early years site.

- 3.5 The Full Planning Application was validated on 9 October 2023 and the statutory determination date was 8 January 2024.
- 3.6 The following documents were submitted to support the Full Planning Application:

- Planning Statement, including Affordable Housing Statement
- Design and Access Statement
- Transport Assessment
- Travel Plan
- Ground Investigation Report
- Flood Risk Assessment and Drainage Strategy
- Landscape and Visual Impact Assessment
- Landscape and Biodiversity Management Strategy
- Ecological Impact Assessment
- Biodiversity Net Gain Assessment
- Arboriculture Impact Assessment
- Woodland Management Plan
- Veteran Tree Management Plan
- Sustainability Statement
- Energy Strategy
- Lighting Strategy
- Heritage Assessment
- Noise Assessment
- Air Quality Assessment
- Utilities Assessment
- Education Report
- Health Impact Assessment (of whole R03 allocation)
- Statement of Community Involvement
- Detailed architectural, landscape, drainage and highways drawings.
- 3.7 The parties entered into a Planning Performance Agreement (PPA) dated 26 September 2022 (Appendix 2).

- 3.8 The timeframe was extended beyond the that set out in the PPA. Post-submission, two amendment packs were submitted on 8 March 2024 and 21 June 2024, with further minor amendments submitted in May 2024. A revised BNG calculation and façade treatment changes formed part of these submissions. The complete, up-to-date list of drawings and documents that comprise the Full Planning Application, as considered by Planning Committee on 9 July 2024 and is attached at Appendix 3 of this Statement.
- 3.9 Post-submission, discussions were held regularly (mostly every two weeks) with KEW, in relation to particular consultation comments.
- 3.10 Croudace also requested BBC to start drafting the s106. This was substantively complete in relation to BBC contributions prior to committee on 9 July. Outstanding County Council matters on education, and the issues that remain between the appellant and the County Council, are set out in the Matters of Disagreement in Section 9 of this Statement. The affordable housing section is also a matter of disagreement due to the putative reason for refusal 3. There may also be other matters that are not agreed as a result of recent correspondence between the council and the Appellant.
- 3.11 The Full Planning Application was scheduled for a special meeting on 9 July 2024. There was a Members' Briefing by Officers on 5 July 2024 and another Members' Briefing by Stantec and Croudace with Officers on 8 July 2024. A number of questions were raised at the 8 July Briefing which were answered at Committee on 9 July 2024.
- 3.12 The Planning Committee voted to refuse the Full Planning Application, the Appeal Application.

- 3.13 The putative Reasons for Refusal were emailed, at the request of the Appellant, by the Corporate Manager Development Management Brentwood Borough Council & Rochford District Council on 26 July and are as follows:
  - 1. The proposed three storey buildings by reason of their height and location at the proposed new junction of Chelmsford (Western Gateway) and new entrance within Alexander Lane (Southern Gateway) do not respond sympathetically to the existing context of the area, which is predominantly two storey buildings, and are harmful to the character and appearance of the area, in conflict with local plan policy BE14 - 1.e.
  - 2. There has been insufficient early, inclusive and effective engagement with the community in conflict with Policy BE14 2.a.and as such there has been failure to properly consider the needs of the community within the development.
  - 3. The type, mix, and size of the affordable housing units, especially the three and four bedroom houses does not adequately reflect the Council's identified need as per paragraph 6.36 (p115 of the Adopted Local Plan) which identifies a need of 86% affordable/social rent and the Size & Tenure of all affordable housing required up to 2033, (figure 6.2 of the Adopted Local Plan also on p115) and therefore, the offer would not meet the aims and objectives of Policy HP05 because it would not meet the adopted requirements for affordable housing across tenure and size in the Borough.
- 3.14 The Outline Application for the safeguarded primary school and early years nursery site was unanimously approved separately, directly after the consideration of the Full Planning Application, at Planning Committee on 9 July 2024.

# Relationship with the Outline Application for the Safeguarded Primary School and Early Years Nursery Site

- 3.15 For brevity, it is agreed by both parties to use the phrase Safeguarded School Site/Application to mean the safeguarded site for the co-located 2FE primary school and early years and childcare nursery.
- 3.16 The red line for the Appeal Application shows the hybrid nature of the proposal, showing the outline school site in yellow, as shown below:

Figure 3: Red Line of Appeal Application (Drawing 22.1643.400V)



The provision of the land for the safeguarded school site and access to it is linked to the Appeal Application by virtue of the s106 Agreement. Provision for ECC Education to option the site to build the school and nursey, will be set out in a s106 legal agreement that will be completed prior to issue of the decision notices.

## 4. The Development Plan

- 4.1 Section 38(6) of the Planning and Compulsory Purchase Act 2004 requires that planning applications must be determined in accordance with the Development Plan unless material considerations indicate otherwise.
- 4.2 The Development Plan consists of:
  - Brentwood Local Plan 2016 2033 (March 2022)
  - Essex Minerals Local Plan (July 2014)

#### **Most Important Development Plan Policies**

- 4.3 Important policies for the determination of the Appeal Scheme, as set out in the Council's Reasons for Refusal are as follows:
  - R03: Land North of Shenfield
  - BE14, Creating Successful Places
  - BE15: Planning for Inclusive Communities
  - HP01: Housing Mix
  - HP05, Affordable Housing
- 4.4 Other Development Plan policies relied upon by the Appellant include:
  - MG01 Spatial Strategy
  - MG04: Health Impact Assessment
  - MG05: Developer Contributions
  - MG06 Local Plan Review and Update
  - HP03: Residential Density
  - HP06: Standards for New Housing

- 4.5 Other Development Plan policies considered to be relevant to the determination of this Appeal Scheme, and not in dispute by BBC, are:
  - BE01: Carbon Reduction and Renewable Energy
  - BE02: Water Efficiency and Management
  - BE04: Managing Heat Risk
  - BE05: Sustainable Drainage
  - BE07: Connecting New Developments to Digital Infrastructure
  - BE09: Sustainable Means of Travel and Walkable Street
  - BE10: Sustainable Passenger Transport
  - BE11: Electric and Low Emission Vehicle
  - BE12: Mitigating the Transport Impacts of Development
  - BE13: Parking Standards
  - BE16: Conservation and Enhancement of Historic Environment
  - PC10: Protecting and Enhancing Community Facilities
  - PC11: Education Facilities
  - NE01: Protecting and Enhancing the Natural Environment
  - NE02: Green and Blue Infrastructure
  - NE03: Trees, Woodlands, Hedgerows
  - NE05: Open Space and Recreation Provision
  - NE08: Air Quality
  - NE09: Flood Risk

## 5. Supplementary Planning Guidance

- 5.1 BBC and the Appellant agree that the following SPDs are material considerations in the determining of this Appeal Scheme:
  - BBC Planning Obligations Supplementary Planning Document (20 December 2023)
  - The online Essex Design Guide, including 2024 Essex Parking Guidance
  - The Essex Design Guide Parking Standards: Design and Good Practice document is supplementary planning guidance (September 2009)

## 6. Agreed Material Considerations

6.1 It is agreed that the NPPF (December 2024) and accompanying Ministerial Statement of 12 December 2024 are material consideration in the determination of this Appeal Scheme.

## **Other Material Considerations**

- 6.2 BBC and the Appellant agree that in the determining this Appeal Scheme, the following are material considerations:
  - Ministerial Statement of 30 July 2024 delivered by the Deputy Prime Minister, entitled, 'The Government's Plan to Build the Homes the Country Needs' – of moderate weight
  - National Design Guide, 2019
  - Secured By Design 2016.

## 7. Planning Obligations

- 7.1 A draft Planning Obligations will be agreed as far as possible and circulated to the Inspector prior to the Inquiry.
- 7.2 There are outstanding County Council matters on education, and the issues that remain between the appellant and the County Council, are set out in the Matters of Disagreement in Section 9 of this Statement.
- 7.3 Subject to confirmation that the below meet the requirements of statutory tests of CIL Regulation 122, as per the CIL Regulations 2010 (as amended), in the Council's CIL Compliance Statement, the following Heads of Terms are likely to form part of any planning obligation associated with the Appeal Scheme:
  - Policy-compliant provision of affordable housing
  - Custom build dwellings
  - On site open space, tree, woodland and veteran tree management
  - Biodiversity net gain
  - The provision of the education site
  - Contributions for healthcare provision
  - Contributions for off-site outdoor sport provision
  - Contributions to early years and childcare provision
  - Contributions to primary and secondary education provision
  - Contributions to library provision
  - Contributions to off-site highways provision
  - Contributions to BBC IDP items
  - S106 monitoring contribution.
- 7.4 The Appeal Site also falls within the BBC Community Infrastructure Levy charging schedule. The CIL rate for R03, Land North of Shenfield is £154/sqm. The Appellant shall also pay any requisite charge towards Community Infrastructure Levy as set out in the Council's charging schedule.

## 8. Other Matters of Agreement

- 8.1 The matters for consideration relate to the draft reasons for refusal and Policy R03 which allocates the Appeal Site for mixed-use development as part of a comprehensive development.
- 8.2 The Masterplan produced for the R03 Land has no legal status and is not part of the development plan or any SPD. The DF has not been subject to any formal public consultation exercise and was not considered by any Committee of the Council.
- 8.3 The Supporting Text to policies is an aid to their proper interpretation and provides guidance as to how it is to be applied.
- 8.4 The Appeal Proposal provides 35% by unit number of affordable housing.

## 9. Matters of Disagreement

- 9.1 That the proposed heights at the proposed new junction at Chelmsford Road ('Western Gateway') and the new entrance within Alexander Lane ('Southern Gateway') do not respond sympathetically to the existing context of the area and are harmful to the character and appearance of the area, in conflict with Policy BE14 1.e. and Policy R03 2.I of the Brentwood Local Plan(albeit the Appellant considers Policy R03 2.I to be outside the RFR & is an additional matter of dispute).
- 9.2 That there has been insufficient early, inclusive and effective engagement with the community under Policy BE14 2.a., and as such there has been a failure to properly consider the needs of the community.
- 9.3 That the tenure, mix, and size of the affordable housing units do not meet the Council's identified needs, including the 86% affordable rent, and especially the proposed number of three- and four-bedroom houses, thereby failing to comply with Policy HP05 of the Development Plan.
- 9.4 As a result, BBC and the Appellant disagree with the respective clauses put forward for inclusion in the s106 in regard to affordable housing provision.
- 9.5 Essex County Council (ECC) Education and the Appellant disagree with the clauses ECC wish to include in the s106 in Schedule 8.
- 9.6 ECC is, amongst other matters, insisting on its 'standard' school criteria for the provision of the education facilities, notwithstanding that BBC resolved to grant outline planning permission for the primary school and early years nursery site (the outline part of the hybrid application, ref 23/01159/OUT) which fixes the location, site size and shape of the safeguarded site; rendering most of the clauses being proposed obsolete.

- 9.7 In the last week prior to submission of the SoCG, it appears that there continues to be differences between ECC and the Appellant regarding a number of clauses regarding education. These will be addressed in evidence.
- 9.8 The development costs and clauses relating to the s106 obligations are not agreed.
- 9.9 The list of conditions has not been agreed at the time of drafting this SoCG.
  The Council and Appellant will endeavour to work together to provide a list of agreed conditions for the Inquiry.
- 9.10 The Appellant considers that the Reasons for Refusal are not justified and that the Appeal should be allowed.

## Signed on behalf of Brentwood Borough Council

Signed: \_Jeffrey Field\_\_

Name: Jeffrey Field

Position: Jeffrey Field, Lambert Smith Hampton on behalf of Brentwood Borough

Council

Date: 21 January 2025

## Signed on behalf of Croudace Homes Ltd

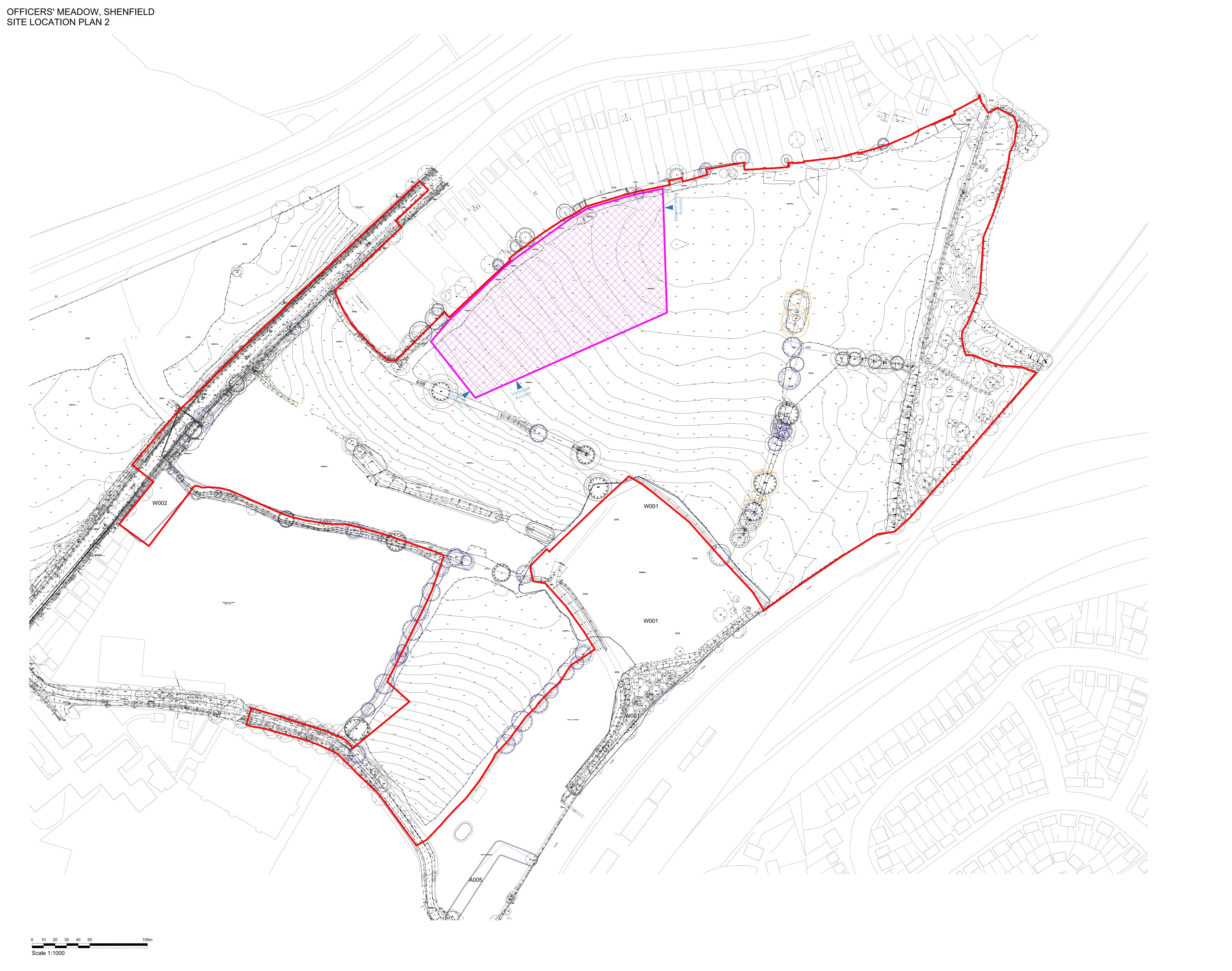
Signed: JMP12

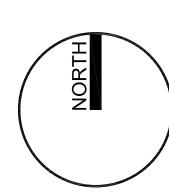
Name: Jane Piper, Lucid Planning Ltd on behalf of Croudace Homes Ltd

Position: Planning Director

Date: 21 January 2025

# Appendix 1: Agreed Appeal Application Plan (Drawing 22.1643.400V)





PROPOSED FULL APPLICATION SITE BOUNDARY



C 13-02-23 School boundary changed to suit ECC comments. B 19-12-23 RPA area highlighted and measured.
A 08-09-23 Key and drawing name changed
Rev Date Amendment

OFFICERS' MEADOW

CROUDACE HOMES Drawing: SITE LOCATION PLAN 2

SHENFIELD



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Appendix 2: Signed PPA between BBC and Croudace Homes Ltd, dated 26 September 2022



## **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).

#### **Contents:**

- 1. Recitals
- 2. General Principles
- 3. Pre-application discussions
- 4. Form and Content of the Application(s)
- 5. Resources and Liaison
- 6. Costs
- 7. Project Timeframe
- 8. Agreement

Appendix 1: Project Timeframe

Appendix 2: Invoicing Arrangements

#### 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>	Position & Role	Contact Details
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:

Name	Position & Role
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 preapplication 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:	<u> </u>
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

# **Appendix 3: List of Application Drawings and Documents**

## OFFICERS' MEADOW, LAND NORTH OF SHENFIELD LIST OF FINC APPLICATION PLANS, DRAWINGS & DOCUMENTS SUBMITTED FOR FINAL APPLICATION AMENDMENT – 21 June 2024

Drawing Title	Drawing number
Site Layout	
Site Location Plan	22.1643.120C
Proposed Coloured Site Layout	22.1643.450V
Proposed Site Layout	22.1643.400V
Phasing Plan	988/000
Parameter Plans	,
MATERIALS PLAN	22.1643.201E
REFUSE STRATEGY	22.1643.202E
GARDEN AREA PLAN	22.1643.203E
AFFORDABLE PLAN	22.1643.204D
PARKING LAYOUT PLAN	22.1643.205F
STOREY HEIGHTS PLAN	22.1643.206E
CHARACTER AREAS PLAN	22.1643.207E
HOUSE TYPE DISTRIBUTION PLAN	22.1643.208E
PERMEABILITY PLAN	22.1643.209C
Streetscenes	
	22.4642.200D
STREET SCENES AA and BB	22.1643.300B
STREET SCENES CC	22.1643.302
STREET SCENES DD	22.1643.304A
STREET SCENES EE	22.1643.306C
STREET SCENES FF AND HH	22.1643.308A
STREET SCENES GG	22.1643.310
STREET SCENES JJ	22.1643.312A
STREET SCENES KK	22.1643.314
COLOURED STREET SCENES AA and BB	22.1643.350B
COLOURED STREET SCENES CC	22.1643.352A
COLOURED STREET SCENES DD	22.1643.354C
COLOURED STREET SCENES EE	22.1643.356D
COLOURED STREET SCENES FF and HH	22.1643.358B
COLOURED STREET SCENES GG	22.1643.360B
COLOURED STREET SCENES JJ	22.1643.362B
COLOURED STREET SCENES KK	22.1643.364
Housetypes	
HOUSE TYPE (A2708M)-V1-PLANS-ELEVATIONS	22.1643.500D
HOUSE TYPE (A2708M)-V3-PLANS-ELEVATIONS	22.1643.502D
HOUSE TYPE (A2708M)-V5-PLANS-ELEVATIONS	22.1643.504D
HOUSE TYPE (A3710M)-V1-PLANS-ELEVATIONS	22.1643.505C
HOUSE TYPE (A3710M)-V2-PLANS-ELEVATIONS	22.1643.506D
HOUSE TYPE (A3710M)-V3-PLANS-ELEVATIONS	22.1643.507C
HOUSE TYPE (A4715M)-V1-PLANS-ELEVATIONS	22.1643.510B
HOUSE TYPE (B2009M)-V1-PLANS-ELEVATIONS	22.1643.515D
HOUSE TYPE (B2009M)-V2-PLANS-ELEVATIONS	22.1643.516C
HOUSE TYPE (B2009M)-V3-PLANS-ELEVATIONS	22.1643.517C
HOUSE TYPE (B2009M)-V4-PLANS-ELEVATIONS	22.1643.518
HOUSE TYPE (B2003M)-V1-PLANS-ELEVATIONS	22.1643.520B
HOUSE TYPE (B3015M)-V1-PLANS-ELEVATIONS	22.1643.525C
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HOUSE TYPE (B3015M)-V2-PLANS-ELEVATIONS HOUSE TYPE (B3015M) V3 PLANS ELEVATIONS	22.1643.526B
HOUSE TYPE (B3015M) VA PLANS ELEVATIONS	22.1643.527B
HOUSE TYPE (B3015M)-V4-PLANS-ELEVATIONS	22.1643.528
HOUSE TYPE (B3016M) V2 PLANS ELEVATIONS	22.1643.530C
HOUSE TYPE (B3016M)-V2-PLANS-ELEVATIONS	22.1643.531C

HOUSE TYPE (B3016M)-V3-PLANS-ELEVATIONS	22.1643.532C
HOUSE TYPE (B3016M)-V4-PLANS-ELEVATIONS	22.1643.533C
HOUSE TYPE (B3017M)-V1-PLANS-ELEVATIONS	22.1643.535C
HOUSE TYPE (B3017M)-V2-PLANS-ELEVATIONS	22.1643.536C
HOUSE TYPE (B3017M)-V3-PLANS-ELEVATIONS	22.1643.537C
HOUSE TYPE (B3017M)-V4-PLANS-ELEVATIONS	22.1643.538B
1 /	
HOUSE TYPE (B3017M)-V6-PLANS-ELEVATIONS	22.1643.539-1B
HOUSE TYPE (B3017M)-V5-PLANS-ELEVATIONS	22.1643.539C
HOUSE TYPE (F2004M)-V1-PLANS	22.1643.540C
HOUSE TYPE (F2004M)-V1-ELEVATIONS	22.1643.541C
HOUSE TYPE (F2004M)-V3-ELEVATIONS	22.1643.544-1C
HOUSE TYPE (F2004M)-V4-PLANS	22.1643.544-2C
HOUSE TYPE (F2004M)-V4-ELEVATIONS	22.1643.544-3C
HOUSE TYPE (F2004M)-V3-PLANS	22.1643.544C
HOUSE TYPE (F2005M)-V1-PLANS	22.1643.545C
HOUSE TYPE (F2005M)-V1-ELEVATIONS	22.1643.546C
HOUSE TYPE (F2005M)-V2-PLANS	
	22.1643.547C
HOUSE TYPE (F2005M)-V2-ELEVATIONS	22.1643.548C
HOUSE TYPE (G4031M)-V1-PLANS	22.1643.550C
HOUSE TYPE (G4031M)-V1-ELEVATIONS	22.1643.551C
HOUSE TYPE (G4031M)-V2-PLANS	22.1643.552D
HOUSE TYPE (G4031M)-V2-ELEVATIONS	22.1643.553D
HOUSE TYPE (G4032M)-V1-PLANS	22.1643.555C
HOUSE TYPE (G4032M)-V1-ELEVATIONS	22.1643.556C
HOUSE TYPE (S3019M)-V1-PLAN	22.1643.560B
HOUSE TYPE (s3019m)-V1-ELEVATIONS	22.1643.561B
HOUSE TYPE (S3019M)-V2-PLANS	22.1643.562B
HOUSE TYPE (S3019M)-V2-ELEVATIONS	22.1643.563B
HOUSE TYPE (S3019M)-V4-PLANS	22.1643.564-2B
HOUSE TYPE (S3019M)-V4-ELEVATIONS	22.1643.564-3B
HOUSE TYPE (S3019M)-V5-PLANS	22.1643.564-4B
HOUSE TYPE (S3019M)-V5-ELEVATIONS	22.1643.564-5B
HOUSE TYPE (\$3020M)-V2-PLANS-ELEVATIONS	22.1643.566B
HOUSE TYPE (S3020M)-V3-PLANS-ELEVATIONS	22.1643.567C
HOUSE TYPE (S3020M)-V4-PLANS-ELEVATIONS	22.1643.568C
HOUSE TYPE (S3020M)-V5-PLANS-ELEVATIONS	22.1643.569B
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HOUSE TYPE (S3020M)-V6-PLANS-ELEVATIONS	22.1643.569-1B
HOUSE TYPE (\$3020M)-V8-PLANS-ELEVATIONS	22.1643.569-3B
HOUSE TYPE (S3022M)-V2-PLAN	22.1643.572C
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HOUSE TYPE (S3022M)-V2-ELEVATIONS	22.1643.573C
HOUSE TYPE (\$3022M)-V2-ELEVATIONS  HOUSE TYPE (\$3022M)-V3-PLAN	22.1643.573C 22.1643.574B
HOUSE TYPE (S3022M)-V3-PLAN	22.1643.574B
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Flood Risk Modelling Report	C86054-JNP-XX-XX-RP-C1006
JNP Response to LLFA 240212	
E1 Flood Estimation Review	
E2 Hydraulic Model Review	
CIL Forms 22012024	
Energy Strategy Technical Note Revision 4	

Appendix 4: List of Conditions and Reasons	(to be sent	separately)