

# **PLANNING PERFORMANCE AGREEMENT**

THIS AGREEMENT is made on **1.09.23**

## **BETWEEN**

- (1) **MAIDSTONE BOROUGH COUNCIL** of Maidstone House, King Street, Maidstone ME15 6JQ
- (2) **Catesby Strategic Land Limited** of Arena Business Centres, First Floor, The Square, Basingstoke View, Basingstoke RG21 4EB

Maidstone Borough Council is the local planning authority for development for the area in which the site is located.

The Applicant is **The Master Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge & Catesby Strategic Land Ltd**

The Site is located **Land at Moat Road, Headcorn**

The applicant is to submit a planning application seeking permission for:

***Outline application (with all matters reserved except access) for the development of up to 120no. dwellings (Use Class C3) including demolition of existing buildings, means of access into the site from Moat Road (not internal roads), associated highway works, provision of public open space, emergency / pedestrian access to Millbank and associated infrastructure including surface water drainage (with related off site s278 highway works to Moat Road).***

## **INTRODUCTION AND PURPOSE**

This Planning Performance Agreement (PPA) is an agreement between Maidstone Borough Council (MBC) and the Applicant to provide a project management framework for handling this proposed major planning application from pre-application through to determination. It provides a 'Project Programme' for the pre-application phase including timings of meetings and topics to be discussed, and an agreed time period and structure for determination of the application. The pre-application phase is critical to fully consider and resolve all relevant issues in order to meet the timetable for the planning application stage.

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

## JOINT WORKING

The objectives of this PPA are co-operation and consistency throughout the negotiation and determination of this planning application, to provide a degree of certainty for the intended outcomes and to improve the quality of the project and of the planning decision.

## RESOURCES AND LIAISON

### The Project Team

The Project Team will comprise of the MBC Team and the Applicant's Team, as defined below. The Project Team will be expanded by agreement.

#### MBC's Team:

Name	Position & Role	Contact Details
Marion Geary	Principal Planning Officer	<a href="mailto:mariongeary@maidstone.gov.uk">mariongeary@maidstone.gov.uk</a> 01622 602548
Janice Gooch	Principal Conservation Officer	<a href="mailto:Janicegooch@maidstone.gov.uk">Janicegooch@maidstone.gov.uk</a>

#### The Applicant's Team:

Name	Position & Role	Contact Details
Victoria Groves	Associate Planning Director, Catesby Estates. Applicant (Project lead)	T: 01788 726810 M: 07702 532 574 E: VictoriaG@catesbyestates.co.uk
Steve O'Grady	Area technical Director	T: 01788 726810   M: 07341 773719 E: SteveO@catesbyestates.co.uk
Guy Dixon	Director, Savills Planning Consultant	T:01273 200098 M: 07870 999503 E: GDixon@savills.com
Philippa Robinson	Associate, Savills Planning Consultant	T: 01732 789723 M: 07971 743937 E: philippa.j.robinson@savills.com

## PRE-APPLICATION AND POST SUBMISSION MEETINGS

The parties shall attend no further pre-application meetings to the one held on 13 July 2023, unless otherwise agreed by both parties. Additional meetings will be

charged to the applicant at the standard pre-application charging rates (which can be found on the Council's website)

The parties shall attend at least one post-submission meeting to discuss any matters and issues arising from the application, including any consultation response, letter or any other communication received by MBC. Meetings (unless otherwise agreed by the parties) shall be held at the MBC offices.

## **BREACH AND REFUNDS**

In the event of any breach of the Agreement by MBC that delays the mutually agreed target decision/committee date, a partial refund of the fee may be made, where the breach is wholly within the control of MBC officers as follows:

- MBC will refund to the applicant 10% of the PPA fee on breach of the mutually agreed target decision/committee date.
- If the application remains undetermined/is not reported to committee 20 working days after the mutually agreed target decision/committee date, a further 10% of the PPA fee will be refunded to the Applicant.

## **RESOLUTION OF DISPUTES**

In the event of a dispute between the parties concerning this Agreement, the parties shall work together to try to resolve the dispute by mutual agreement and as soon as reasonably practicable.

In the event that the parties are unable to resolve the dispute within 20 working days, either party may refer the dispute to the nominated officer or employee of the parties as follows:

- In respect of the Applicant, the Project Lead, Victoria Groves
- In respect of the MBC, the Head of Planning and Development, Rob Jarman

Or another person of appropriate seniority as a party may nominate for the purposes of this clause from time to time.

## **PROJECT PROGRAMME**

The PPA Project Programme is split into two parts as follows:

### **1. PRE-APPLICATION PHASE**

*Should be used to fully consider and resolve all relevant issues prior to submission of the planning application.*

### **2. APPLICATION PHASE**

*Sets out an agreed time period and structure for determination of the planning application.*

It has been agreed that a **25 week** timeframe for the Application Phase is appropriate for consideration of the planning application and the issuing of the planning decision. This timeframe will be kept in review especially in regard of the Local Plan Review timetable. In accordance with the obligations set out in Appendix 1, should circumstances suggest that an alternative timeframe is appropriate, this should be agreed with both parties in writing.

## **AGREED PROJECT PROGRAMME**

Prior to the agreement of this PPA a pre-application meeting has been held. As such no pre-applications phase forms part of this PPA. A meeting with Members will also be organised and discussion on any supporting reports and evidence needed for validation or to accompany the application. This will be set out and agreed under the Pre-application Phase of the programme below.

MBC and the Applicant will ensure the proposal is progressed in accordance with the Project Programme set out below (unless a variation is mutually agreed in writing).

### **1. PRE-APPLICATION PHASE**

<b>Pre-application phase of programme</b>
Pre- application meeting held on 13/07/23
Member/Parish Council meeting – 14 <sup>th</sup> September 2023

## 2. APPLICATION PHASE

**Applicant intended submission date: 18<sup>th</sup> September 2023**


**Where necessary, MBC will contact the applicant every 2 weeks to provide a progress update**

<b>Week(s)</b>	<b>W/C (Optional)</b>	<b>Formal application phase of programme</b>
[1]	w/c 18th September 2023	<p>Applicant to submit the planning application.</p> <p>MBC to register and validate the application; and            a) send out consultation letters/advertising the application; <b>or</b>            b) inform the Applicant if application is invalid</p> <p>Financial Viability [if applicable]            If not already undertaken at the pre-application stage MBC will request a quote(s) from independent viability consultants and send to the applicant for agreement.</p>
[2]	<p><b>Subject to submission of a valid application</b></p> <p>25th September 2023 -9<sup>th</sup> October</p>	<p>Statutory consultation period begins</p> <p>Review of submitted information by externally appointed consultants (if applicable)</p> <p>MBC to ensure all consultee responses are publicly accessible.</p> <p>Review of submitted information by externally appointed consultants. (Obtain any update on revised consultant costs (as necessary))</p>
[5]	16th October 2023	<p>End of Statutory consultation period</p> <p>1 x meeting with planners to discuss any matters they have and consultee responses. Case officer to confirm all outstanding issues to be addressed (such as objectors comments, statutory consultee responses etc). Draft S106 Heads of Terms to be discussed</p> <p>1 x meeting with consultees if appropriate where possible</p>
[6-7]	23rd October 2023 - 30th October 2023	Applicant to address any outstanding issues/prepare amended plans (as necessary)
[8 - 10]	6th November 2023 - 20th November 2023	<p>MBC to potentially re-consult on any additional information/amended details and agree any revision to timescales.</p> <p>Draft S106 Heads of Terms to be finalised and agreed            Legal teams instructed to prepare draft S106 (subject to applicant undertaking to paying costs).</p>

		1 x meeting with legal and planning on draft heads (if necessary)
[11-14]	27 <sup>th</sup> November 2023 – 18 <sup>th</sup> December 2023	Preparation of reports to Planning Committee MBC to circulate first draft of proposed conditions for review (if necessary)
[14-15]	To applicant: w/c 4 January 2024  To public: 11 <sup>th</sup> November 2023	Publication of MBC Planning Committee Report
[16]	The week the Committee meeting falls on will depend on the Committee timetable and submission date  18 <sup>th</sup> January 2024	<b>Planning Committee meeting</b>
[16-24]	18 <sup>th</sup> January 2024 – 15 <sup>th</sup> March 2024	In the event that planning permission is to be approved Finalise any S106, signing and engrossment.  1 x legal and planning meeting (if required)
[25]	18 <sup>th</sup> March 2024	<b>MBC issue planning decision notice</b>

## AGREEMENT

Maidstone Borough Council and the Applicant hereby agree to the content of this Planning Performance Agreement.

<b>Maidstone Borough Council</b>	
<b>Name:</b>	Marion Geary
<b>Signature:</b>	
<b>Position:</b>	Principal Planning Officer
<b>On Behalf Of:</b>	Maidstone Borough Council
<b>Date:</b>	<b>01.09.23</b>

<b>Applicant</b>	
<b>Name:</b>	Victoria Groves
<b>Signature:</b>	
<b>Position:</b>	Associate Planning Director
<b>On Behalf Of:</b>	Catesby Estates
<b>Date:</b>	10.10.2023



	Weeks																									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
Applicant Submits Application																										
MBC register and validate application																										
MBC assess application and inform Applicant of any issues as they arise																										
MBC ensure all consultee responses are publically accessible																										
Review of submitted information by externally appointed consultants																										
1 x meeting with planners to discuss any matters they have and consultee responses. Case officer to confirm all outstanding issues to be addressed. Draft S106 Heads of Terms to be discussed																										
Meeting with consultees as appropriate																										
Applicant address any outstanding issues/prepare amended plans																										
MBC to potentially re-consult on any additional information/amended details and agree any revision to timescales.																										
Draft S106 Heads of Terms to be finalised and agreed Legal teams instructed to prepare draft S106 (subject to applicant undertaking to paying costs).																										
1 x meeting with legal and planning on draft heads [if necessary]																										
Prepare report to Planning Committee																										
MBC to, circulate first draft of proposed conditions for review																										
Publication of MBC Planning Committee Report																										
Planning Committee meeting																										
In the event that planning permission is to be approved Finalise any S106, signing and engrossment.																										
MBC issue planning decision notice																										

Key																									
Applicant Tasks																									
MBC Tasks																									

## Appendix 1 – Obligations

Both parties agree to:

- Engage with the other party in accordance with the Project Programme
- Use all reasonable endeavours to consider any reasonable concerns raised by other parties
- Use reasonable endeavours to respond emails, letters and telephone calls within 3 working days of receipt
- Use all reasonable endeavours to follow the estimated programme. Should unexpected circumstances require a reassessment of the stated PPA programme, then an alternative timeframe should be agreed by both parties in writing.

The applicant agrees to:

- Provide MBC with any reasonable additional information if requested by the Planning Officer(s) within 10 working days of a written request from MBC (or such other time period as may be agreed). This does not mean the Applicant is required to provide any information that would not ordinarily be provided for a similar development.
- Provide to MBC at least 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.
- Minute meetings and provide minutes or action points arising from the meeting within 3 working days of any meeting and to provide them to the Planning Officer(s) for comment.

Maidstone Borough Council agrees to:

- Comment/agree minutes within 3 working days of receipt
- Liaise with statutory consultees and update the applicant if response times would affect the prescribed timescales.
- Contact the applicant/agent to keep them updated of progress at the frequency defined in the project programme
- Designate a Planning Officer(s) who shall be MBC's lead officer and who will form and lead a project team within MBC and who shall give on-going priority as necessary for MBC to carry out the functions in accordance with this agreement.
- In addition to the Planning Officer(s), MBC shall use all reasonable endeavours to make available any other employees as necessary to comply with its obligations under this agreement.

## **Appendix 2 - Agreed Application Documents (In additional to national and local validation requirements)**

- Community Infrastructure Levy Form 1 (Additional Information)
- Planning Statement
- Heritage Statement
- Design and Access Statement
- Landscape and Visual Impact Assessment (LVIA) Noise and vibration impact assessment
- Transport Assessment
- Travel Plan
- Tree survey/Arboriculture implications
- Air quality assessment
- Minerals Assessment
- Phase 1 Habitat Survey (and supporting surveys and mitigation)
- Statement of Community Involvement
- Surface Water Drainage assessment
- Flood risk assessment
- Planning obligations – Draft Head(s) of Terms. The applicant's Solicitor's name and contact details and their agreement to pay the costs incurred by MBC in the drafting of the legal agreement and the title deeds must be provided with the application

The applicant shall provide an electronic copy of all application plans and documents with all files no larger than 5MB and a hard copy if required by the Parish Council.

## **Appendix 3 - Frequency and terms of payments**

- PPA fee of **£6,608** to be paid on agreement of this document, prior to being signed by MBC
- Costs of appointment of external consultants (if known) to be paid on submission of planning application. If not known at application submission stage, costs of external consultants to be agreed. These will be paid by applicant prior to release of planning decision. If fees have not been paid, the decision notice will not be issued.