

PLANNING PERFORMANCE AGREEMENT

THIS AGREEMENT is made on **31/07/2020**

BETWEEN

- (1) **MAIDSTONE BOROUGH COUNCIL** of Maidstone House, King Street, Maidstone ME15 6JQ
- (2) **COUNTRYSIDE PROPERTIES LTD** of Countryside House, The Drive, Brentwood, Essex, CM13 3AT

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

The Applicant/Developer is **Countryside Properties**

The Site is located **land to the north of Marden as outlined in red on the attached plan (Appendix 4)**

The applicant is to submit a planning application seeking allocation/permission for: **Residential Development of up to 2,000 dwellings, school provision (primary and secondary), retail, community facilities, and public open space together with all relevant infrastructure including junction improvements along the A229.**

INTRODUCTION AND PURPOSE

This Planning Performance Agreement (PPA) is an agreement between Maidstone Borough Council (MBC) and the Applicant/Developer to provide a project management framework for handling this proposed allocation and 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 allocation or 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
Rob Jarman	Head of Planning and Development	Robjarman@maidstone.gov.uk

The Applicant's Team:

Name	Position & Role	Contact Details
Andrew Taylor	Head of Planning – Countryside Properties	07772 192475 andrew.taylor@cpplc.com
David Moseley	Senior Planning Manager – Countryside Properties	01277 697410 07785 696028 david.moseley@cpplc.com
Chris Hawkins	Director (DHA Planning)	07876 508349 01622 776226 chris.hawkins@dhaplanning.co.uk

PRE-APPLICATION AND POST SUBMISSION MEETINGS

The parties shall attend up to one (1 hour) pre-application meeting a month, unless otherwise agreed by both parties. MBC will also provide a pre-submission Member briefing. 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 eight post-submission meetings 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 20% 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 20% 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 Developer, Andrew Taylor of Countryside Properties
- 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

Includes dates of meetings, topics to be discussed, and attendees, and 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 **46 week** timeframe for the Application Phase is appropriate for consideration of the planning application and the issuing of the planning decision.

AGREED PROJECT PROGRAMME

The case officer will offer a programme of pre-application meetings which will include discussion on matters including design and layout (based on Building for Life 12), detailed highways matters (with Kent Highways where appropriate), and other relevant considerations. 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.

This will ensure genuine 'front loading' of the planning application process as advocated by the NPPF (July 2018)

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

Pre-application phase of programme
1 st Pre-application Meeting (General Planning Matters - Strategy) With MBC
2 nd Pre-application Meeting (Highways – on site and A229 – and Air Quality) With MBC, KCC and HE
3 rd Pre-application Meeting (School Provision) With MBC and KCC
4 th Pre-application Meeting (Masterplan Design) With MBC
5 th Pre-application Meeting (Drainage and Flooding) With MBC, KCC and the EA
6 th Pre-application Meeting (Heritage and Ecology) With MBC, KCC and Natural England (if required)
7 th Pre-application Meeting (Summary Meeting – Pre-Submission) With MBC and any others that are relevant (TBC)
Member Briefing x 1 (With Ward Members and Parish Council) Member Briefing x 2 (With SPI/Planning Committee)

APPLICATION PHASE

Applicant intended submission date: September 2021

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


Week(s)	W/C (Optional)	Formal application phase of programme
[1]		<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; or 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>
[2-4]	Subject to submission of a valid application	<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>
[5-10]		<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>3 x meeting with consultees if appropriate where possible</p>
[10-14]		<p>Applicant to address any outstanding issues/prepare amended plans (as necessary)</p>
[15]		<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> <p>2 x meeting with legal and planning on draft heads (if</p>

		necessary)
[16 - 20]		Further meetings with statutory consultees and refinement of Masterplan (if required).
[21]		Further re-consultation (if required)
[22-26]		Any additional meetings required to finalise proposal.
[26-30]		Preparation of reports to Planning Committee MBC to circulate first draft of proposed conditions for review (if necessary)
[30]		Publication of MBC Planning Committee Report
[31]	The week the Committee meeting falls on will depend on the Committee timetable and submission date	Planning Committee meeting
[31-45]		In the event that planning permission is to be approved Finalise any S106, signing and engrossment. 1 x legal and planning meeting (if required)
[46]		MBC issue planning decision notice

AGREEMENT

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

Maidstone Borough Council	
Name:	Rob Jarman
Signature:	<i>R. L. Jarman</i>
Position:	Head of Planning and Development
On Behalf Of:	Maidstone Borough Council
Date:	29.07.2020

Applicant	
Name:	Andrew Taylor
Signature:	
Position:	Director – Head of Planning
On Behalf Of:	Countryside Properties
Date:	31.07.2020

Delete if N/A

Other Party	
Name:	_____
Signature:	_____
Position:	_____
On Behalf Of:	_____
Date:	_____

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	26	27	28	29	30	31	31-45	46		
Applicant Submits Application																																			
MBC register and validate application																																			
MBC assess application and inform Applicant of any issues as they arise																																			
Undertake Statutory Consultation. MBC ensure all consultee responses are publically accessible																																			
Review of submitted information by externally appointed consultants																																			
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3 x Meeting with consultees as appropriate																																			
Applicant address any outstanding issues/prepare amended plans																																			
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Further consultation (if required)																																			
Any addition meetings to finalise proposal																																			
Prepare report to Planning Committee																																			
MBC to, circulate first draft of proposed conditions for review																																			
Publication of MBC Planning Committee Report																																			
Planning Committee meeting																																			
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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 to all urgent emails, letters and telephone calls within 2 working days of receipt and, in the case of non-urgent simple correspondence within 5 working days of receipt.

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 Developer 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
- Provide written feedback from the Member Briefing within 10 working days of the briefing.
- Liaise with statutory consultees 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)

Add/delete as applicable

- Community Infrastructure Levy forms
- Planning Statement
- Heritage Statement
- Landscaping details
- Landscape and Visual Impact Assessment (LVIA)
- Noise and vibration impact assessment
- Transport Assessment
- Travel Plan
- Tree survey/Arboriculture implications
- Land Contamination assessment
- Air quality assessment
- Minerals Assessment
- Phase 1 Habitat Survey (and supporting surveys and mitigation)
- Statement of Community Involvement
- Surface Water Drainage assessment
- Views Assessment (verified views as agreed)
- 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
- Draft Section 106 Agreement

The applicant shall provide an electronic copy of all application plans and documents with all files no larger than 5MB, and **three** hard copies on submission.

Appendix 3 - Frequency and terms of payments

- PPA fee of **£85,000** to be paid in five instalments:

INSTALLMENT 1; £15,000 at the point of signing the agreement

INSTALLMENT 2; £20,000 payment triggered after the sixth pre-application meeting

INSTALLMENT 3; £20,000 after all of the following; (a) submission of the planning application and (b) conclusion of the initial statutory consultation period, (c) conclusion of the 1st meeting to discuss matters arising from the initial consultation responses.

INSTALLMENT 4; £20,000 at the point of publication of the Planning Committee Report.

INSTALLMENT 5: £10,000 upon signing a s106 agreement in relation to the application

These fees are to be reviewed at each stage of the process, and should either party consider that there needs to be any alteration to the payments, these matters should be raised at least 14 days prior to the payment being due.

- 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.

Appendix 4 - PLAN OF SITE

