

Planning Performance Agreement between Chichester District Council ("the Council") and Linden Limited (Linden Homes) and Miller Homes ("the Applicants")

Land West of Centurion Way and West of Old Broyle Road, Chichester, PO19 3PH

*Development Delivery*

October 2016

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## **Section 1 – Background and Purpose**

The purpose of this Planning Performance Agreement (PPA) is to assist the streamlined approach to the submission of the Phase 2 planning application ensure the timely consideration and determination of that application to allow for the delivery of the entire development at the earliest opportunity. This PPA establishes a shared commitment by all parties of the PPA to an agreed timetable for the preparation, assessment, consideration and determination of the planning application.

It aims to set out the decision-making timeframe to enable the views of third parties to be discussed and, if necessary/possible, any objections to be resolved before the planning application is considered and determined in a manner which satisfies the reasonable expectation of all parties of this PPA. This recognises that whilst the proposed development would help to boost the provision of additional housing, all aspects of the proposed development and the views of third parties must be properly considered.

Nothing in this PPA obligates the Council to approve the application. It instead establishes a method of collaborative/joint working.

### **The Application Site**

Land West of Centurion Way and West of Old Broyle Road, Chichester, PO19 3PH

## Section 4 – Project Plan

The timescales leading up to the anticipated completion, including the delivery of the southern access, are set out in the Project Plan below, which shall be subject to review as may be agreed between the parties in accordance with the proposed timetable.

<b>Objective</b>	<b>Date</b>
First meeting between Chichester District Council (CDC), Bishop Luffa School (BLS) and WSCC to agree solution to access across school playing fields	By 28 <sup>th</sup> October 2016
2 <sup>nd</sup> meeting between CDC, BLS and WSCC to agree playing fields access solution	By 25 <sup>th</sup> November 2016
3 <sup>rd</sup> meeting between CDC, BLS and WSCC to agree playing fields access solution	By 23 <sup>rd</sup> December 2016
4 <sup>th</sup> meeting between CDC, BLS and WSCC to agree playing fields access solution	By 20 <sup>th</sup> January 2017
Commence commercial negotiations with land owners regarding southern access	By February 2017
Update meeting with CDC on commercial negotiations	By February 2017
2 <sup>nd</sup> meeting regarding land negotiations	February 2017
3 <sup>rd</sup> meeting regarding land negotiations	March 2017
Update meeting with CDC on commercial negotiations	March 2017
4 <sup>th</sup> meeting regarding land negotiations	April 2017
Conclude negotiations with land owners regarding southern access and update CDC	By July 2017
Commence Outline Planning Application preparation	By August 2017
Submission of Planning Application	By February 2018
Council's Validation of the Application	16 <sup>th</sup> March 2018
Consultation with Statutory Bodies begins	23 <sup>rd</sup> March 2018

Planning Meeting 1 with Case Officer	Week commencing 9 <sup>th</sup> April 2018
WYG to respond to Meeting 1	Week commencing 7 <sup>th</sup> May 2018
LPA to hold Members' public briefing	Week commencing 21 <sup>st</sup> May 2018
Planning Meeting 2 with Case Officer	Week commencing 28 <sup>th</sup> May 2018
WYG to respond to Meeting 2	Week commencing 25 <sup>th</sup> June 2018
Potential further Members' public briefing	Week commencing 9 <sup>th</sup> July 2018
Planning Meeting 3 with Case Officer	Week commencing 16 <sup>th</sup> July 2018
WYG to respond to Meeting 3 / Final meeting ahead of committee	Week commencing 30 <sup>th</sup> July 2018
Planning Committee	Completed by 31 <sup>st</sup> August 2018
S106 to be engrossed and Decision Notice issued	Completed by November 2018
Commence pre-app on Reserved Matters	Completed end of February 2019
Submission of Phase 2 Reserved Matters	Completed by August 2019
Reserved Matters Decision Notice issued	Completed by December 2019
Southern access completed	January 2021
Development completion	2027

The timetable is based upon each of the dates being achieved in chronological order and no single aspect can be brought forward out of phase; the delivery of the southern access therefore is predicated upon the resolution to grant being given on the 20<sup>th</sup> October.

The Council's Case Officer and the Applicants' consultants agree to make each other aware at the earliest possible opportunity (and no later than two weeks from the milestone date) of any commitments made in the Project Plan that will not be met and the reasons for which that is the case.

Where revisions need to be made to the Project Plan, either as a result of the addition of new issues or revisions to existing issues, these shall be agreed (in writing where appropriate) between both the Council's Case Officer and the Applicants' consultants

## **Section 5 – Decision Making and Obligations**

The primary line of communication should be between the Council's Case Officer and the Applicants' Planning Consultants. Other team members will continue to work with their counterparts but will also feed in their comments and issues to either the Council's Case Officer or the Applicants' Planning Consultants (as appropriate).

### **The Council's Obligations**

The Council shall (subject to receipt of timely responses from third parties):

- i. Respond substantively to all emails, letters and telephone calls within 5 working days of receipt. Where circumstances beyond the reasonable control of the Council prevent its compliance with this agreement, it shall in each case notify the Applicant and clarify the timescales for such as response.
- ii. Notify the Applicants no later than 5 working days prior to any meeting of the Planning Committee at which any report of matter relevant to the Development will be discussed and or considered to provide the Applicants with a copy of any report to the Planning Committee at that time.
- iii. Provide to the Applicant at least 5 working days prior to any meeting all substantive and relevant documents for that meeting and which relate to any relevant action or agenda points identified.
- iv. Confirm minutes of any meetings attended by the Council and the Applicant (minutes to be produced by the Applicant) within 5 working days of receipt.
- v. Where reasonably requested by the Applicant, use all reasonable endeavours to make available, within 10 working days, an Officer with the appropriate level of authority and experience to attend meetings with external third parties.

- vi. Make available on the website, within 5 working days, the responses received from statutory and internal consultees, so that any matters can be addressed by the Applicants at the earliest possible opportunity. To the extent that it is considered appropriate to do so, Officers will draw to the Applicants' attention any matters arising from third party consultation.
- vii. To continue to work in partnership with the Council, to deliver the development, in its entirety and to facilitate that partnership where third parties including (but not exclusive to) statutory consultees are involved.
- viii. To continue to work in partnership with the Council beyond the determination of the Outline Planning Application to deliver the entire development as set out in vii. above.
- ix. To enter into a programme of fortnightly meetings with the Applicant to assist the delivery of the development and to facilitate meetings with third parties and statutory consultees where appropriate.

### **Applicants' Obligations**

The Applicant agrees:

- i. To use its reasonable endeavours to address any concerns raised by any Statutory Consultee.
- ii. To provide the Council with such additional information including amended plans, if reasonable, as may be requested within 20 working days
- iv. Provide to the Council at least 5 working days prior to any meeting all substantive and relevant documents for that meeting and which relate to any relevant action or agenda points identified.
- v. To provide the Council within 5 working days of any meeting the minutes or action points arising from that meeting.

- vi. To respond substantively to all emails, letters and telephone calls within 5 working days of receipt. Where circumstances beyond the reasonable control of the Applicants prevent its compliance with this agreement, the Applicants shall in each case notify the Council and clarify the timescales for such as response.
- vii. To use its reasonable endeavours to bring forwards the access from Westgate at the earliest opportunity for use by construction vehicles and for access to the development itself.
- viii. To continue to work in partnership with the Council and where appropriate, third parties, to deliver the development in its entirety.
- ix. To continue to work in partnership with the Council beyond the determination of the Outline Planning Application to deliver the entire development as set out in viii. above.
- x. To enter into a programme of fortnightly meetings with the Council to assist the delivery of the development.

## **General**

All parties shall act with the utmost fairness and good faith towards each other in respect of the handling of the Planning Application stages and to work jointly in complying with their respective obligations under this Agreement.

This Agreement will apply from the date this Agreement is signed and shall remain in force until 31<sup>st</sup> December 2027 (or such extension of this Term in accordance with the terms of this Agreement).

If there is a significant delay as a result of external consultee requests for further information and/or key issues are not resolved then the timetable can be adjusted to take account of this with the agreement of both parties.

If the Council of the Applicant considers that the principles and intentions of this PPA are not being followed, it will draw this to the attention of the other parties. The other parties will then have a period of no more than 10 working days within which to comment on and/or address the concerns.



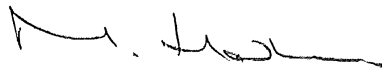
In the event that there is material failure by any parties to comply with the terms of this PPA, the other parties may terminate the agreement immediately upon the giving of written notice to this effect to the party in breach, provided always the breach is within the control of the party that is in breach and is incapable of being remedied.

All parties to his PPA are committed to collaborative working and to using all reasonable endeavours to carry out the tasks outlined in this PPA within the timetable identified. However, for the avoidance of doubt, this agreement is not legally binding.

Signed by:

Date: 6<sup>th</sup> October 2016

For and on behalf of WYG acting on behalf of Linden Limited (Linden Homes) and Miller Homes

A handwritten signature in black ink, appearing to be 'M. Jones'.

Signed by:

A handwritten signature in black ink that reads 'Joanna Bell'. The signature is written over a horizontal dotted line.

Date: 11 October 2016

For and on behalf of Chichester District Council