

PLANNING PERFORMANCE AGREEMENT
PRE-APPLICATION AND APPLICATION STAGE

August 2020

Elleray Hall and North Lane Carpark

This Planning Performance Agreement (PPA) is made between

1. London Borough of Richmond upon Thames, Civic Centre, York Street, Twickenham, TW1 3BZ (“LBR”) (as Local Planning Authority (LPA)), and
2. London Borough of Richmond Upon Thames (as Land Owner) (“The Applicant”)

Planning Performance Agreements

Excerpt from the National Planning Practice Guidance, paragraph 016 Reference ID: 20-16-20150326 (revised 26 March 2015):

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 018: Reference ID: 20-018-20150326

A planning performance agreement can extend to matters beyond the formal application process – such as programming the negotiation of any section 106 agreement and related non-planning consents. For very large or complex schemes the agreement may also provide a basis for any voluntary contributions which the applicant has offered to pay to assist with abnormal costs of processing the application. The parties will want to ensure that such payments do not exceed the cost of the additional work involved, are not seen to have any implications for the decision on the application, and do not deflect resources from processing other cases; any additional resource provided in this way needs to be used for additional capacity that is genuinely required to ensure a timely and effective service.

1. Introduction and Purpose

- 1.1. LBR is the local planning authority for developments falling within its boundary.
- 1.2. The site is Elleray Hall and North Lane Car Park and refers to the area of land shown edged in red on Plan 1 at Schedule 1 ("The Site").
- 1.2. The Applicant intends to submit a Pre-application and a Full Planning Application to LBR in respect of the proposed development as set out in Schedule 1.
- 1.3 The Pre-application and application submission will be supported by the application documents set out in Schedule 2.
- 1.4 The objectives of this PPA are as follows:
 - Agree a shared vision to guide the development of the site
 - Confirm the Planning Application deliverables to be provided in support of the application (Schedule 2)
 - Set out the Project Programme, including meetings (Schedule 5)
 - Set out the Project Team (Schedule 6)
 - Set out agreed timeframes for a response from the Applicant and LBR (Schedules 3 and 4)
 - To establish appropriate measures for monitoring compliance
 - To establish regular review mechanisms
- 1.5 This agreement is intended as a Memorandum of Understanding, and not a legal agreement, and is being entered into in order to facilitate the pre-application and application process. It relates to the process of considering development proposals and not the decision itself.
- 1.7 Nothing in this agreement shall restrict or inhibit LBR from properly exercising its role as the local planning authority or the Applicant from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.
- 1.8 This PPA is made pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and Section 93 of the Local Government Act 2003

2. Performance Standards

- 2.1 The Applicant agrees to use its reasonable endeavours to achieve the performance standards set out in Schedule 3.
- 2.2 LBR agrees to use its reasonable endeavours to achieve the performance standards set out in Schedule 4.

3. Pre-application / Planning Application Programme

- 3.1 The PPA Project Programme (Schedule 5) is devised to provide a realistic timeframe for providing pre-application advice and determining the planning application and includes an indication of the overall timeframe and an indicative timetable of meetings which may be subject to change as agreed.
- 3.2 Meetings shall be carried out in accordance with the Performance Standards set out Schedule 5 and shall, at the reasonable request of the Applicant (and subject to the agreement by the case officer) be attended by the LBR case officer and relevant consultees.
- 3.3 The Applicant and LBR acknowledge that the timeframe may be subject to change which will be kept under review moving forward. Where there is a change, this will be agreed in writing by both parties to ensure this is deliverable and reasonable.
- 3.4 In agreeing to this timeframe, the Applicant and LBR agree to extend the statutory period for determination of the planning application under Article 29 of the Town and Country Planning (Development Management Procedure) (England) Order 2010.

4. Confidentiality

- 4.1 Confidentiality protocols will be agreed and applied to specific issues and/or information as they emerge.

5. Charges

- 5.1 The Applicant (LBRuT) agrees to pay to LBR a total of [REDACTED] (plus VAT) to cover:
 - A. Pre- application and Planning Application costs to cover time incurred by officers.
 - B. Preparation and drafting of the PPA: [REDACTED]
- 5.2 The Applicant agrees to pay to LBR in the following tranches:
 - [REDACTED] (plus VAT) on signing this agreement
 - [REDACTED] (plus VAT) on submission of the planning application
- 5.3 The Applicant agrees to pay:
 - A. Any Additional Resources for specialist technical advice and further consultation as agreed between the parties as set out in Schedule 7.
 - B. The cost of any re-consultation during the application process
- 5.5 No refund will be made on any payment once payment is made.

6. Amendment / Review of Agreement

6.1 Amendments to the agreement, charges, meeting schedule and revision of timescales (as set out in the Project Programme) shall be subject to review as may be agreed in writing between the parties.

7. Agreement

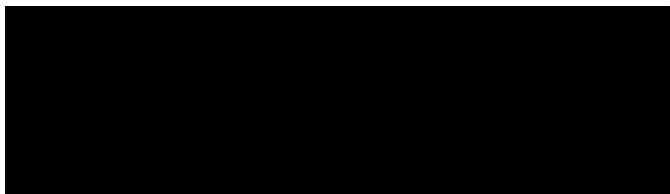
7.1 The above Planning Performance Agreement has been agreed between the London Borough of Richmond upon Thames as LPA and London Borough of Richmond upon Thames as Land Owner.

7.2 This agreement will be effective for the period up to the determination of the application. The Term will be subject to review as may be agreed between the Applicant and the Council

7.3 Both parties agree to be bound by the electronic signature of their representative.

The Applicant

Authorised signatory



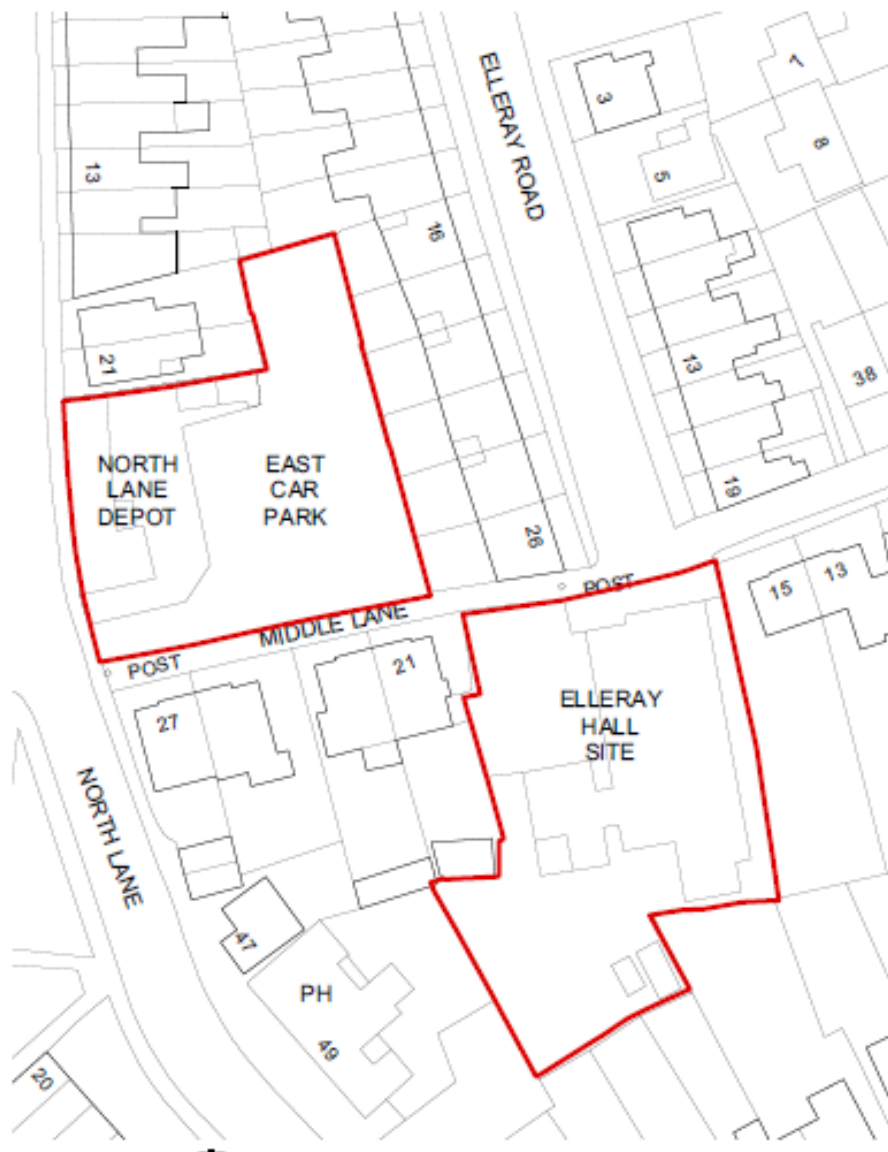
Signed by for and on behalf of
LONDON BOROUGH OF RICHMOND UPON THAMES

in the presence of:

Authorised signatory

Schedule 1:

Site Plan



Address of the application site:

Elleray Hall, Elleray Road, Teddington, TW11 0HG & North Lane Depot and East Car Park, North Lane, Teddington TW11 0HJ

Description of the Development:

New community centre (use class D1) together with parking and gardens at the North Lane Depot/East Car Park site, plus a new residential development (use class C3a) of 16 apartments with a single disabled parking space and gardens, at the Elleray Hall site.

Schedule 2

The Pre-application / Application Documents

The Parties to this Agreement agree that the Planning Application shall be accompanied by the following drawings (all to be of an identified scale, with a direction of north and indicate key dimensions)

- Plan identifying the land the application relates
- Existing and proposed Block plan / Site survey plan (at a scale of 1:100 showing any site boundaries and existing and proposed features e.g. roads, parking areas, footpaths, landscaping, walls, fences, trees, buildings and other structures)
- Existing and proposed floor plans (at a scale of 1:50 or 1:100)
- Existing and proposed elevations (at a scale of 1:50 or 1:100)
- Existing and proposed site sections and finished floor and site levels (at a scale of 1:50 or 1:100) – this should include adjoining sites
- Roof plans (at a scale of 1:50 or 1:100)
- Plans and photographs of any parts of the building to be demolished
- Streetscape drawings – to show the 2 adjacent buildings

The Parties to this Agreement agree that the Planning Application shall be accompanied by the following documents (the application is deemed to be a major development when taking account of both development sites).

- Application fee
- Application form
- Ownership and Agricultural Holdings certificates
- Community Infrastructure Levy form
- Acoustic Assessment
- Affordable Housing Statement (to include evidence of discussions with Registered Providers, details of tenure for associated mix of units, details of affordability and viability report)
- Air Quality Assessment
- Arboricultural Impact Statement and Method Assessment
- Bat Survey – associated with the demolition of the existing building.
- BREEAM Pre-Assessment
- Community Engagement Report
- Computer Generated Images (CGIs)
- Contaminated Land Assessment
- Daylight / Sunlight / Overshadowing Assessment
- Delivery and Servicing Plan
- Design and Access Statement
- Ecological enhancement / mitigation statement
- Energy Assessment
- Flood Risk Assessment
- Foul Water and Utilities Statement
- Framework Construction Management Statement/Logistics Plan
- Green / brown roof details
- Health Impact Assessment
- Heritage Statement (in conjunction with The Historic Environment Record)
- Inclusive Access Statement
- Landscaping scheme
- London Sustainable Drainage Proforma

- Marketing report for the change of use – refer to policy LP 28 and Appendix 5
- National Water Standards Statement
- Odour Assessment – if a commercial kitchen extraction system necessary.
- Planning Statement
 - Including actual existing and proposed floorspace figures by use class
- Play and child occupancy assessment
- Public open space assessment
- Playing fields and sports facilities assessment
- Residential Standards Statement
- Sustainable Construction Checklist
- Statement on Sustainable Drainage Systems (SuDs)
- Transport Assessment, including:
 - on street and car park parking survey
 - details of stopping up orders / section 278 agreements
 - highway and parking layouts
 - turning circles
- Travel Plan – both residential and community uses
- Tree (arboricultural) Survey- in accordance with British Standard 5837
- Wheelchair Housing Statement

Schedule 3

The Applicant's Performance Standards

Pre-application stage

1. To undertake pre-application consultation with the local community and stakeholders and to advise LBR of the proposed timescales
2. To provide to LBR at least 5 working days prior to any meeting (or such other time period as may be previously agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified. (It is agreed that consultees may not have an opportunity to review documents prior to a meeting, as 10 working days is usually sought).
3. To provide to LBR within 5 working days of any meeting the minutes or action points arising from that meeting as well as any material that was not available prior to the meeting.
4. To comply with the Project Programme so far as it places obligations on the Applicant

Application stage

1. Wherever possible address any concerns raised by any consultee prior to the submission of the Planning Application to LBR
2. To include a Statement of Community Involvement / Engagement with the Planning Application explaining the pre-submission consultation and feedback received from consultees and, where possible, how relevant issues have been resolved.
3. To submit the Planning Application with all the Application Documents and Drawings to LBR for the Development (Schedule 2)
4. To provide LBR with such additional information as may be requested within 5 working days of such written request from LBR (or such other time period as may be previously agreed) in order to enable LBR to discharge its responsibilities.
5. To provide to LBR at least 5 working days prior to any meeting (or such other time period as may be previously agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.
6. To provide to LBR within 5 working days of any meeting the minutes or action points arising from that meeting as well as any material that was not available prior to the meeting.
7. To comply with the Project Programme so far as it places obligations on the Developer

Schedule 4

LBR's Performance Standards

In addition to its statutory obligations, LBR agrees to use its reasonable endeavours to achieve the following performance standards at all times:

1. To designate a qualified and experienced planning officer ("the Case Officer") who alone or as part of a team shall be responsible for overseeing or carrying out the Planning Functions in accordance with this Agreement and shall as necessary for the delivery of the Project Programme in accordance with the Project Timeframe and has the relevant experience of a type and scale required in order to provide Pre-application advice and determine the Planning Application and to ensure that he/she has a clear understanding of LBR's obligations under this Agreement.
2. To respond substantively to all emails and letters within 5 working days unless previously agreed with the other party and telephone calls within 2 working days of receipt. Where circumstances beyond the reasonable control of LBR prevent its compliance with this performance standard, LBR shall in each case notify the Applicant of such circumstances.
3. To ensure relevant officers attend the meetings as necessary and for these officers to review any material submitted ahead of the meeting pursuant to point 2 / 5 of Schedule 3.
4. To provide comments on the minutes and any additional material provided by the Applicant pursuant to point 3 / 6 of Schedule 3 within 5 working days of the receipt of these.
5. To provide to the Applicant within 10 working days of any meeting / or receipt of substantive and relevant documents which are relevant to that meeting (whichever is later), any agreed responses or action arising from that meeting.
6. To ensure that where reasonably requested by the Applicant and provided that notice of at least 10 working days is given that an officer with the appropriate level of authority and relevant experience, is available to attend meetings with external third parties and/or the Applicant to comply with the Project Programme in Schedule 5 so far as it places obligations on LBR, unless previously agreed with the Applicant.

Schedule 5

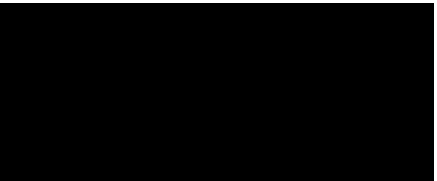
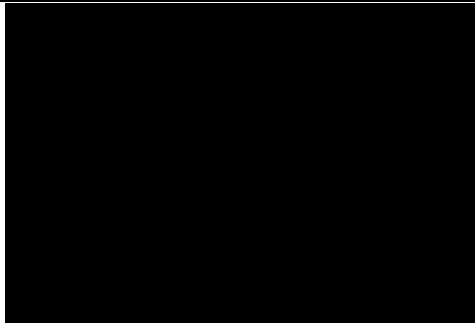
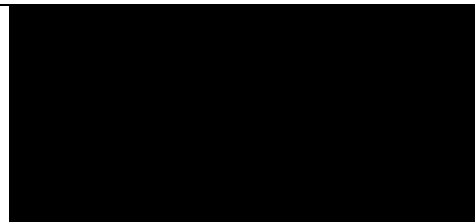
Pre-application and Planning Application Project Programme

The Parties shall use their reasonable endeavours to ensure that the Pre-application and planning application is progressed in accordance with the Project Programme (unless subsequently varied). The following identifies the planned project programme for the pre- application stage of the project

1. Overall Timeframe

Month/Year	Key Milestones
10 August 2020	Pre-application submission (Elleray Hall site & North Lane Car Park site)
19 August 2020	MEETING 1 - Pre-application meeting
7 September 2020	Pre-application written response
September 2020	Pre-public design development consultation/stakeholder events (x2)
October 2020	Public consultation events (x2-4 – format TBC)
November 2020	Full planning application submission (Elleray Hall site & North Lane Car Park site)
February/March 2021	Full planning application committee hearing/determination

Indicative Meeting Schedule

Date	Mt. No.	Meeting Topic	Draft Agenda Items	Attendees
19th August 2020	1	Pre-application meeting (Elleray Hall Site & North Lane Car Park Site)	Design matters: <ul style="list-style-type: none"> • Proposed Community Centre • Proposed Housing 	
16th November 2020	2	Post public consultation meeting	Design changes: <ul style="list-style-type: none"> • Proposed Community Centre • Proposed Housing 	
11 th January 2021	3	LBR Post planning consultation meeting	Statutory consultation period feedback <ul style="list-style-type: none"> • Transport • Urban Design • Policy • Housing • Environmental Health • Ecology • Arboriculture • Sustainability 	
22 February 2021	4	Review of Draft conditions		

Planning application determination programme:

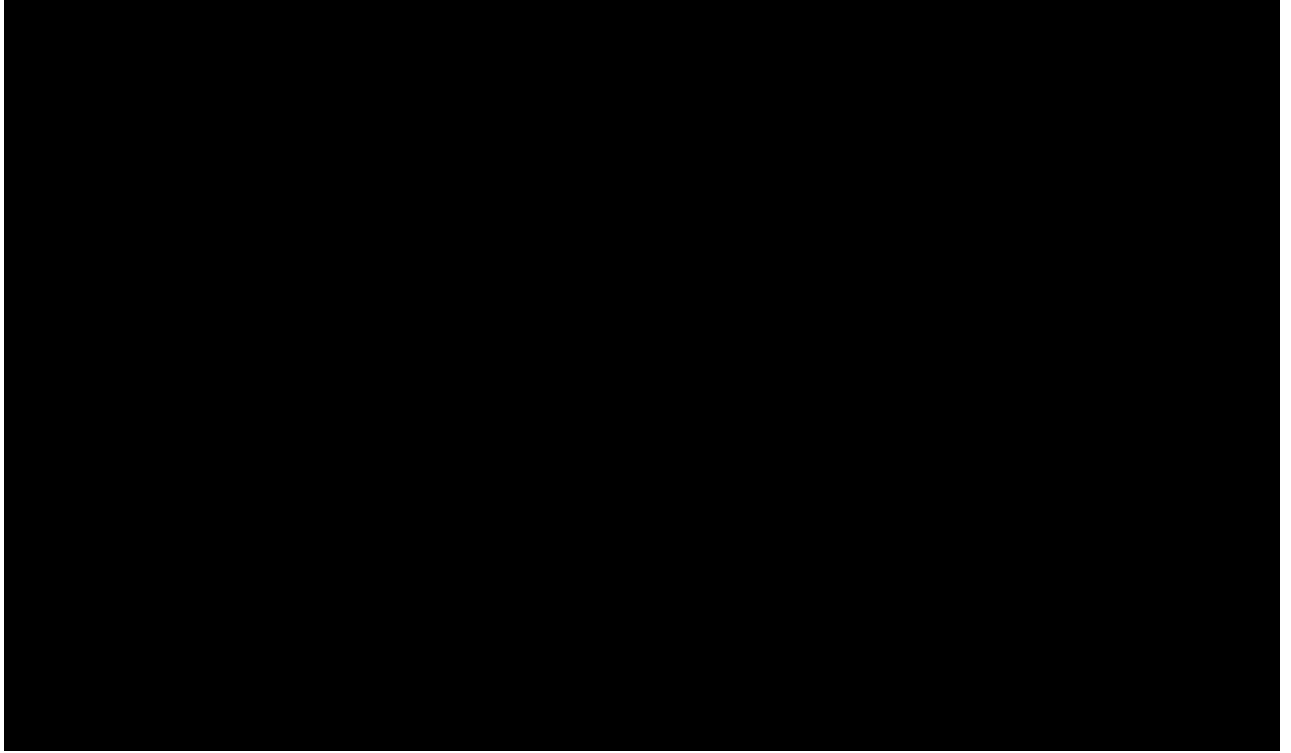
Week(s)	Week commencing	Key Milestones
1	30 th November 2020	<p>Applicant to submit the planning application.</p> <p>Within 5 working days LBR to register and validation the application; and</p> <p>a) Send out consultation letters / advertising the application;</p> <p>Or</p> <p>b) Inform the Applicant if the application is invalid with reasons</p>
2 - 5	11 December 2020 – 1 January 2021	<p>Statutory consultee period</p> <p>LBR to assess application and inform the Applicant of any issues as they arise</p> <p>Project Team Meeting</p>
6	4 th January 2021	<p>End of Statutory consultation period</p> <p>LBR to confirm any outstanding issues to be addressed (objectors comments etc)</p>
7	11 th January 2021	Applicant/LBR post consultation meeting
9	25 th January 2021	<p>Applicant to address any outstanding issues / submit amended plans (if necessary)</p> <p>LBR to reconsult if deemed necessary for 14 days</p>
12	15 th February 2021	LBR to confirm any final issues to be addressed.
12 & 13	15 – 22 nd February 2021	<p>Preparation of reports to Planning Committee</p> <p>Review of any final amended plans additional information form the applicant</p> <p>Discuss planning conditions</p>
13	22 February 2021	<p>Review of Draft Conditions</p> <p>Applicant/LBR conditions review meeting</p>

14	1 March 2021	Publication of LPR Planning Committee Report
15	10 th March 2021 (or earliest committee date)	Planning Committee meeting
16	22 nd March 2021	LBR issue planning decision notice

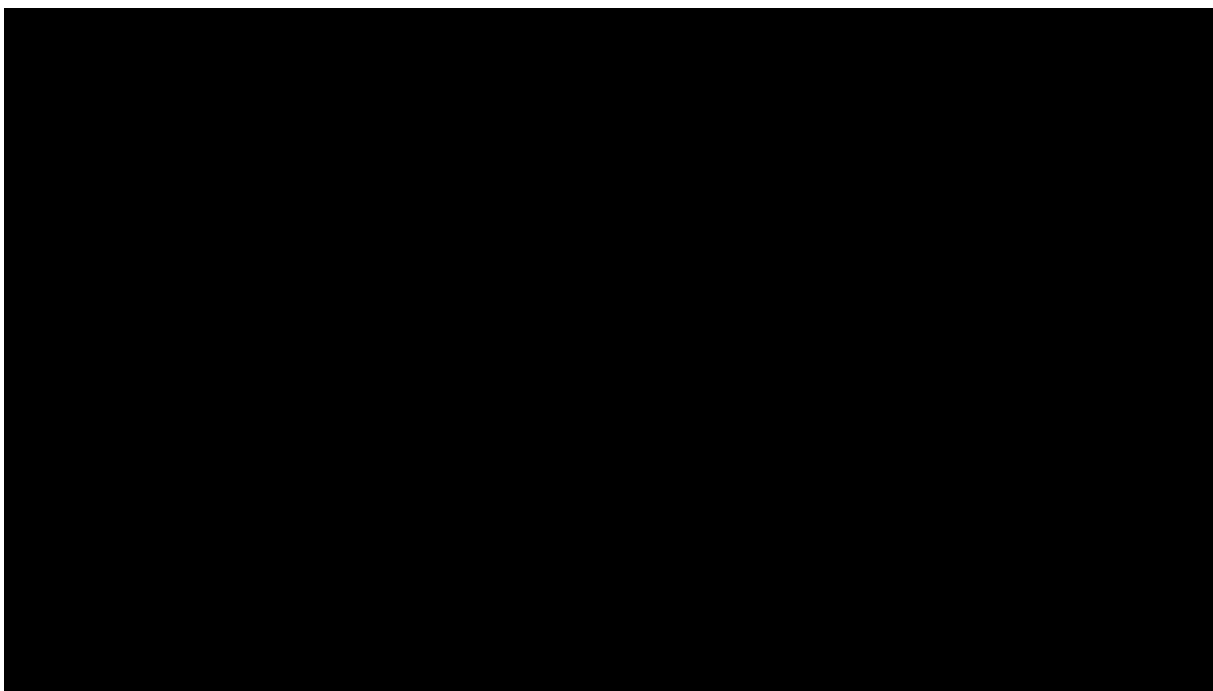
Schedule 6

For both parties to work constructively and productively it is vital that key project team members are identified along with direct contact details

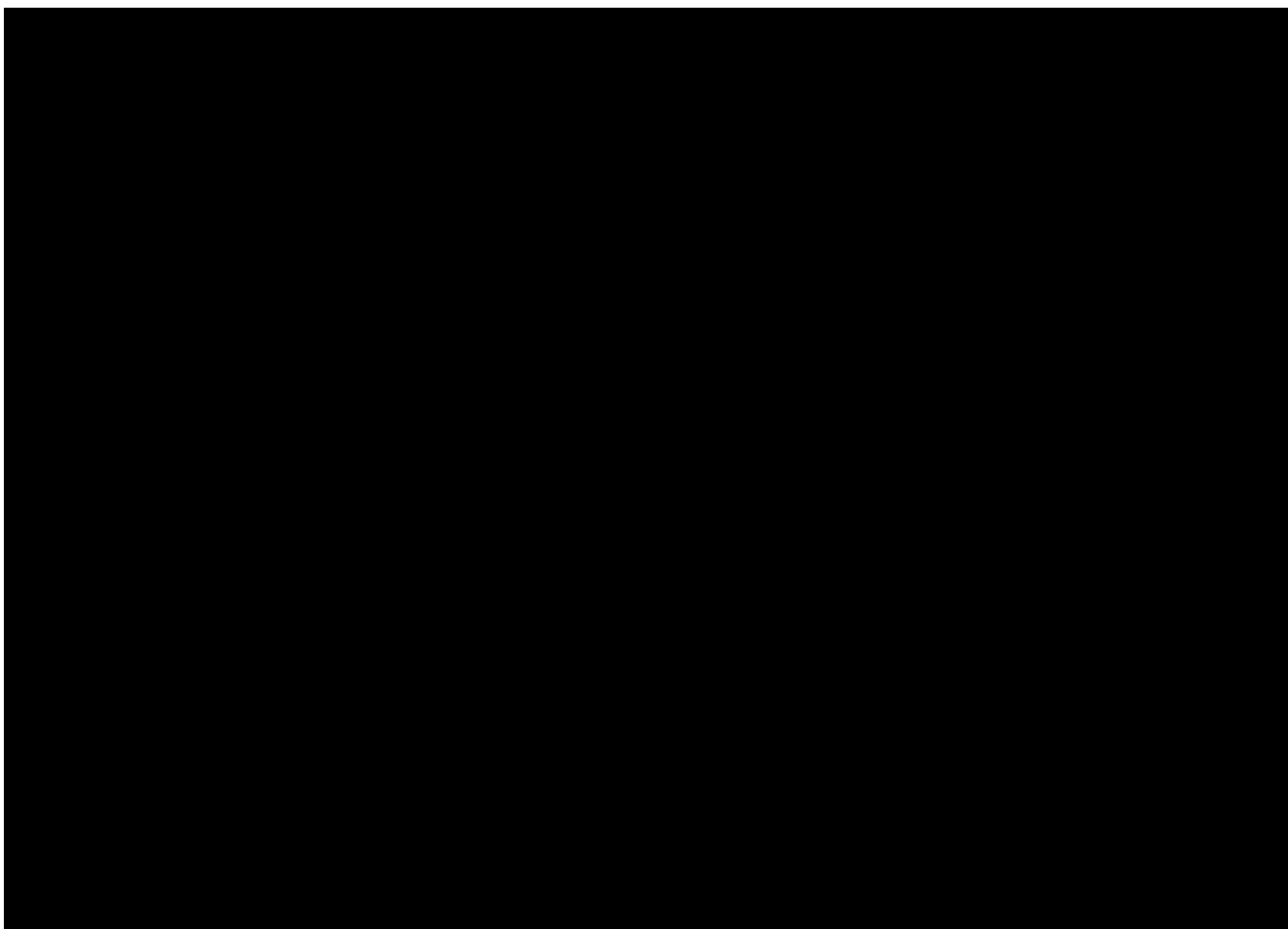
The Applicants Project Team



LBR's Project Team



LBRs' Specialists and internal consultees



Schedule 7

Additional Resources

Specialists and internal consultees

The Applicant will pay any reasonable costs incurred by the Council to:

1. instruct suitably qualified specialists to review submitted information regarding, for example, matters concerning viability, engineering, legal matters, wind, light, sustainability, Environmental Impact Assessment or other areas agreed by the Applicant and the LPA as requiring independent specialist advice, and subject to prior agreement and/or appropriate cap on third party fees.
2. instruct colleagues outside the LBR Planning and Transport Division (such as those listed below) to attend meetings and provide any subsequent written representations. Fees will be based upon those found in the Table titled 'LBR's Specialist and Internal Consultees':
 - Development Project Officer (Housing)
 - Environmental Health Officer (Noise and vibration; contamination)
 - Environmental Health Specialist Pollution Practitioner – Air Quality
 - Ecology Officer
 - Arboricultural Officer
3. The appointment of the above specialists and consultees will be subject to prior agreement and/or appropriate cap on such fees.
4. All internal consultee fees, associated with the pre-application, will be paid prior to the submission of the application.
5. All internal consultee fees, associated to the planning application, will be paid prior to any decision being issued.
6. All external consultee fees will be paid within 28 days of the invoice being issued (and before any issuing of a decision), whatever is sooner.

Re-consultation

The applicant will pay costs incurred by the Council to undertake a second round of neighbour notification / consultation if material amendments are received during the course of the application process.

Location of meetings:

The Applicant will pay any reasonable costs incurred by the Council to:

1. Attend meetings other than at the LBRuT offices or online. (Travelling time at the rate of [REDACTED] per hour (exc. VAT) per officer and travelling expenses). This must be agreed in advance with the applicant.