

Reply to Justin Boojj  
Call [REDACTED]  
E-mail [REDACTED]

Mark Harris  
Associate Director  
DLP Planning Limited  
4 Abbey Court  
Fraser Road  
Priory Business Park  
Bedford  
MK44 3WH

09<sup>th</sup> January 2018

**RE: Planning Performance Agreement for Development at Land at South Caldecotte, Milton Keynes.**

Dear Mr Harris,

Following our recent discussions regarding the proposed development by your client Hampton Brook (HB (South Caldecotte) Ltd) for: pre-application advice; establishment of a Site Development Brief, and; a hybrid application for a mixed B2 and B8 employment use along with associated drainage, landscaping and highway works, please find below the related Planning Performance Agreement. Please also find attached detailed PPA agreement document and the agreed Project Road Map as its Appendix I, outlining the proposed timescales.

The agreed Planning Performance Fee: £60,000.00 ex VAT (including £10,000.00 Highways advice)

The agreed Development Brief Fee: £16,000.00 ex VAT

This would include the following:

- Set Development Brief Adoption Date in April 2018 (provided agreed timescales are met)
- Dedicated Senior Planning Officer
- Meeting on a regular basis to include the project team, internal consultees (and optionally statutory consultees as appropriate), six-weekly.
- Fast-Track Validation
- Commitment to issue the Decision Notice, including S106 agreement by August 2018
- Management of Consultee Responses
- Member, Parish Council and Public Engagement Events at pre-application stage
- Six staged payments

I trust the above clarifies the Council's Commitment to this project. Should you have any queries, please do not hesitate to contact me.

Yours Sincerely,



**Samantha Taylor**  
**Senior Planning Officer**

## **PLANNING PERFORMANCE AGREEMENT**

Between

HB (South Caldecotte) Ltd

and

Milton Keynes Council

Site: Land at South Caldecotte, Milton Keynes

Date: May 2018

This agreement is made this [            ] day of [            ] 20[    ] between:

- (1) The Council of the Borough of Milton Keynes of Civic Offices, 1 Saxon Gate East, Milton Keynes MK9 ('the Council'); and
- (2) HB (South Caldecotte) Ltd of Towerfield, 66 Derngate, Northampton NN1 1UH ('the Applicant')

## **1. INTRODUCTION AND RECITALS**

- 1.1. The Applicant intends to submit a hybrid planning application comprising mixed B2 and B8 employment use along with associated drainage, landscaping and highway works, comprising an outline application, and a full application for phase 1 ('the Application') at the [South Caldecotte Development Site] ('the Development Site').
- 1.2. The Development Site has an area of approximately 57 hectares and lies within the Borough of Milton Keynes.
- 1.3. The Council is the local planning authority for developments within the area in which the Development Site is located.
- 1.4. The Council and the Applicant agree the Application may give rise to a range of complex planning issues including urban design, transport and accessibility, economic development, environmental considerations and phasing/infrastructure matters. Accordingly, the Council and the Applicant acknowledge that the Application may not be capable of being determined within the statutory timeframe.
- 1.5. In these circumstances the Council and the Applicant agree that the application may be determined outside the statutory time period, in accordance with a Project Programme to be agreed between the parties, and that determination of the Application outside of the statutory time period will not count against the Local Planning Authority target returns.

- 1.6. This Planning Performance Agreement ('PPA') provides a project management framework and agreed Project Programme for the preparation of a Development Brief for the site. It also covers the processing of the Application including the pre-application stage, processing the Application and determination of the Application. The attached Project Programme details key milestones for both the Applicant and the Council in processing the Development Framework and the Application, and establishes a timeframe for achieving those milestones. This timetable will be kept under review at regular team meetings and amended as necessary upon the agreement of both parties.
- 1.7. This PPA 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. Nothing in this PPA shall be construed as restricting the exercise by the Council of any power or the performance of any duty as local planning authority or in any other capacity. It will not prejudice the outcome of the adoption of the Development Brief and the planning (and related) application(s) or the impartiality of the Council. All such rights powers obligations and duties shall in relation to the Development Site be enforceable and exercisable by the Council as local planning authority as fully and freely as if this PPA had not been entered into. The Applicant recognises the importance of the Council maintaining independence in the exercise of those rights powers obligations and duties and the public perception of their independence in the exercise of those functions.

## **2. TERM**

- 2.1. The parties hereby agree that the period in which to determine the Application may be extended pursuant article 29 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 to the date to be agreed in due course under the terms of the PPA.
- 2.2. For the avoidance of doubt but subject to the termination of the PPA in accordance with the requirements of paragraph 2.3 below, the parties hereby acknowledge that the Applicant may not appeal for non-determination until after the date for determination agreed under this PPA or such other later date agreed in writing between the parties.
- 2.3. The PPA may be terminated by the Council or the Applicant giving 4 weeks prior notice in writing to the other party to the PPA, or by the withdrawal of the Application by the Applicant. Any notice given to the Council in accordance with this paragraph should be sent to the Council's lead officer as identified in schedule 1 to this PPA.
- 2.4. The PPA will be terminated should the Applicant submit an appeal under Section 78 of the Town and Country Planning Act 1990 in relation to the Applications (for whatever reason) after the agreed determination date in this PPA or such later date as agreed in writing has expired, or should the Application be called in by the Secretary of State.

### **3. JOINT WORKING**

- 3.1. The objective of this PPA is to promote co-operation between the parties throughout the Application process and to improve the overall quality of the project and of the planning decision.
- 3.2. The Council and the Applicant shall act with the utmost fairness and good faith towards each other in respect of all matters in relation to the Application and preparation of a Development Brief.
- 3.3. The Council and the Applicant agree to use reasonable endeavours to ensure that the milestones in the agreed Project Programme are met. It is also acknowledged that it may be necessary to review the Project Programme during the lifetime of the PPA and extend the period in which to adopt the Development Brief and to determine the Application accordingly.

#### **4. PROJECT PROGRAMME**

- 4.1. The Project Programme set out in Appendix 1 is devised to provide a realistic framework for drafting and adopting a Development Framework document and for processing and determining the Application .
- 4.2. The Council and the Applicant agree to use reasonable endeavours to meet the established timeframes set out in the Project Programme.
- 4.3. In the event of a delay in the Project Programme, members of the Project Teams will meet and discuss whether the programme is still realistic or whether the Project Programme timeframes will need to be revised. Any revisions shall be agreed in writing by the parties to this agreement and appended to this document.
- 4.4. Project meetings will take place on a six weekly basis, scheduled for the second Tuesday of the month unless an alternative date is agreed in advance. The Applicant and the Council agree that the technical meetings necessary to work through methodologies and assumptions in relation to specialist areas will take place between relevant parties as and when necessary outside of the normal Project Team meetings as set out in the Project Programme. Such meetings will be arranged within 10 working days of a request being made by the applicant or a member of the consultant team.
- 4.5. In some instances it may be appropriate for the Applicant to request from the Council written feedback on specific issues. In these circumstances, the Council will consider a formal written request outlining the issues to be discussed together with sufficient plans and information to pre-consider the issues. Where appropriate, and subject to resources/staff availability parties will provide written feedback within 10 working days of receiving this written request, or shall advise the Applicant when written feedback may be possible.



- 4.6. The Applicant will provide the Council with a full analysis of its Community Engagement Programme and pre-application consultation responses and any subsequent updates thereto. It will also provide copies of any correspondence sent to community groups or members, any other groups set up by the Council to inform local people and publicity mail-outs to residents, if requested.
  
- 4.7. The Applicant shall provide the Council with sufficient information to enable the Council to determine the Application within the timeframes set out in the Project Programme which shall include (but not be limited to) the information set out in Schedule 2.

## **5. RESOURCING**

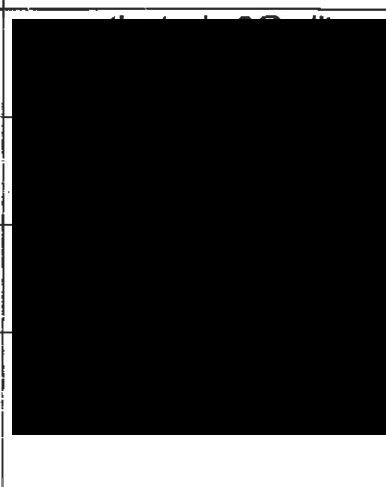
- 5.1. The Application involves complex planning issues requiring an extensive commitment of resources from the Council for consideration of these issues which will be in excess of the relevant planning application fees.
  
- 5.2. Given the complexity of the issues to be considered and the desire of the Applicant and the Council to meet the timeframes set out in the Project Programme, it is considered by both parties that a contribution towards the execution of the Council's functions in the administration, consideration and determination stages of the application(s), in addition to the relevant planning application fees, will be necessary. These resourcing arrangements will be agreed under separate cover.

## **6. SECTION 106 LEGAL AGREEMENT**


- 6.1. Within the programme set out below, it is envisaged that both parties will agree the Heads of Terms for the Section 106 in advance of the Planning Committee so that they can be properly reported to Members.
  
- 6.2. The Applicant agrees to pay the Council's reasonable legal costs in preparation of the Section 106 Agreement without prejudice to, and irrespective of the outcome of the application

**SCHEDULE 1 - PROJECT PROGRAMME**

**The Council's Project Team**

Name	Position and Role	Contact Information
Samantha Taylor	Senior Planning Officer	
Neil Sainsbury	Head of Placemaking	
David Blandamer	Urban Designer	
Andy Swannell	Senior Engineer – (Transport Development Management)	

**Applicant's Project Team**

Name	Company and Role	Contact Information
Ian Jackson	Director – Applicant, Hampton Brook	
Colin Armstrong	Technical Director, Hampton Brook	
Graham Robinson	DLP, Planning – Planning Consultant	
Ian Yallop	Architect – Stephen George and Partners	
Chris Holloway	Transportation / Engineers – BWB Consulting	
Mike Dawson	CGMS - Archaeology	
Dan Walker	Ecology - Aspect	
Ben Wright	Landscape - Aspect	

James Bardey	Arboriculture - Aspect		
	Flood risk and drainage – BWB Consulting		
	Ground Conditions and Contamination – BWB Consulting		
	Air Quality – BWB Consulting		
	Utilities – BWB Consulting		
	Noise and Vibration – BWB Consulting		
Tony Kernon	Agricultural Impacts – Kernon Countryside		

The Applicant or their Planning Consultants shall maintain a Project Directory and shall inform the Council from time to time as necessary the position and role of any sub-consultants who shall be engaged on the Development Brief, pre-application and Application and shall therefore be party to this Agreement. The Council shall inform the Applicant as appropriate with the names of any additional members of the Council's Project Team or other relevant staff members or contacts.

**Future Agreed Meeting Dates**

Tues 19<sup>th</sup> June

Tues 24<sup>th</sup> July

Tues 4<sup>th</sup> Sept

Tues 16<sup>th</sup> Oct

Tues 27<sup>th</sup> Nov

Tues 8<sup>th</sup> Jan 2019

**Project Plan – see appendix 1**

## **SCHEDULE 2 – INDICATIVE LIST OF APPLICATION DOCUMENTS**

The Applicant provisionally agrees that the Planning Application shall be accompanied by the following documents:

The statutory national list of planning application requirements:

- Completed form
- Site location plan
- Other plans necessary to properly describe the development
- Ownership certificate and notice
- Agricultural holdings certificate
- Design and access statement
- Requisite fee

The applicant will provide the following documents

- Air quality assessment (if deemed necessary)
- Noise and Vibration report
- Biodiversity survey and report
- Environmental statement (if deemed necessary)
- Flood risk assessment and drainage strategy
- Heritage/archaeological statement
- Landscaping Visual Impact Assessment
- Transport Assessment and Travel Plan
- Planning obligations – draft heads of terms
- Planning statement
- Statement of community involvement
- Tree survey/aboticultural assessment
- Utilities assessment

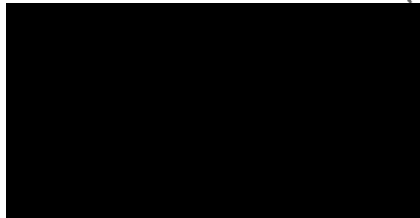
IN WITNESS of which the parties have executed but not delivered this Agreement until the date first shown above.

**Borough of Milton Keynes**

**Name:**

Brett Leahy

**Signature:**



**Position:**

Chief Planner

**On Behalf Of:**

Borough of Milton Keynes

**Date:**

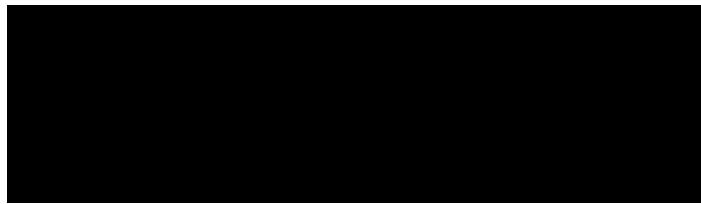
18<sup>th</sup> June 2018

**[APPLICANT]**

**Name:**

IAN JACKSON

**Signature:**



**Position:**

DIRECTOR

**On Behalf Of:**

HB (SOUTH CALDECOTTE) LTD

**Date:**

22<sup>ND</sup> MAY 2018

