

	<p style="text-align: center;"><b>ACTION TAKEN UNDER DELEGATED POWERS BY OFFICER 15 December 2014</b></p>
<p style="text-align: center;"><b>Title</b></p>	<p style="text-align: center;"><b>Planning Performance Agreement – Grahame Park Estate</b></p>
<p style="text-align: center;"><b>Report of</b></p>	<p>Martin Cowie – Assistant Director for Strategic Planning and Regeneration</p>
<p style="text-align: center;"><b>Wards</b></p>	<p>Colindale</p>
<p style="text-align: center;"><b>Status</b></p>	<p>Public</p>
<p style="text-align: center;"><b>Enclosures</b></p>	<p>Appendix A: Draft Planning Performance Agreement</p>
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<h2>Summary</h2>
<p>This report seeks approval to enter into a Planning Performance Agreement between the Council and Genesis Housing Association to provide a dedicated planning resource for the preparation of a Supplementary Planning Document to provide a development framework for the Grahame Park Estate site in Colindale, as well as to oversee and advise on the pre-application and planning application stages of the redevelopment of the site.</p>

## Decisions

**That the Council agrees to enter into a Planning Performance Agreement with Genesis Housing Association in respect of the matters set out in this report.**

### 1. WHY THIS REPORT IS NEEDED

- 1.1 Grahame Park Estate is a large housing estate within the Colindale ward, built by the GLC in the 1960s and 1970s, and located to the west of the M1 motorway between Mill Hill, Colindale and Burnt Oak. As with many estates of the same kind and age in London, the residents of Grahame Park suffer multiple social and economic disadvantages, but the layout, design and physical environment of the Estate also isolates the community from the rest of Colindale.
- 1.2 In 2003, residents voted in favour of a full regeneration of the Estate and in 2004 a new masterplan secured outline consent for the whole Estate. However, the masterplan (which took two years of work and consultation and has come at a significant cost to Genesis and the Council) is now 10 years out of date with only a small amount of the envisaged regeneration implemented. Since its production, significant private development has taken place on a number of other sites within the immediate area, which has not only affected the viability of Grahame Park, but also threatens to leave it further isolated.
- 1.3 Genesis and the Council have therefore undertaken a review of the remaining second stage of the masterplan for Grahame Park, Stage B, having particular regard to development viability. Rather than repeat the process of producing another masterplan and outline application, which might date equally quickly, it is felt that the most effective and flexible way of taking forward a revised framework is via a planning policy approach. This will provide the Council with a framework within which to consider individual detailed planning applications for a series of phases over a 10 – 15 year period.
- 1.4 The agreed approach is the production of a Supplementary Planning Document (SPD), which will be produced by a team led by the Council and reporting to a joint client team comprising the Council, Genesis Housing Association and Re (the Council's delivery partner for strategic planning and regeneration). It is anticipated that the SPD will, in due course, be adopted by the Council as part of the formal planning policy framework for the borough. This will then support development management and will provide a basis for land assembly where necessary, including possible use of Compulsory Purchase Orders.
- 1.5 Re, on behalf of the Council, have agreed a fee proposal with Genesis for the delivery of the SPD, which comprises a core fee of £198,869 for the production of the document, along with an indicative figure for additional technical work that may be required (limited to £124,000). This includes

officers from within Re, as well as other officers from relevant Council departments or Re as may be agreed with Genesis.

- 1.6 In addition, Genesis wish to enter pre-application discussions with the LPA in relation to the preparation of planning applications for the future phases of the regeneration, along with amendments to parts of Stage A that are required to facilitate the next stage of the development. The fees for this element of the work would be calculated on a time charge basis, limited to £10,000 per month.
- 1.7 Genesis have developed a business plan and programme which requires the SPD to be prepared and planning applications for the above site to be dealt with in a tight timescale. In order to meet these timescales Genesis are willing to enter into a Planning Performance Agreement to fund the cost of the Council's appointed officer time (including officers from Re which is the joint venture between the London Borough of Barnet and Capita) to deal with this work. The PPA will enable the Council and Genesis to: agree requirements and timescales in the form of a project programme for the SPD and provision of pre-application advice to inform the emerging planning applications; establish appropriate measures for monitoring compliance with the respective parties' obligations under the agreement; and establish review mechanisms in respect of the project programme and the scope/terms of the agreement.
- 1.8 By entering into a PPA with Genesis, the Council will enable the remainder of the Grahame Park Estate to be brought forward for development in a timely fashion. The redevelopment of the site will achieve the Council's vision for the regeneration of the Estate, will contribute to the Council's housing delivery targets and will deliver infrastructure to support wider growth in Colindale including new public open space, new pedestrian and cycle links, improvements to public transport, as well as new commercial land uses and services to support the new suburb.
- 1.9 There are two strands to the PPA, one relating to the SPD (Function 1) and the other to future pre-application advice and planning application work connected with the regeneration of the Estate (Function 2). Genesis has agreed to fund the costs of time spent by Council officers on the project as per the fee proposal. A draft PPA has been agreed with Genesis and is ready for signing. The London Borough of Barnet require that all agreements, including PPAs are sealed by the Council. This report is therefore needed to give the necessary authority for the Council to enter into the PPA and for the agreement to be sealed.

## **2. REASONS FOR DECISIONS**

- 2.1 A draft PPA has been prepared and agreed with Genesis Housing Association and is ready for signing. The London Borough of Barnet require that all agreements, including PPAs are sealed by the Council. This report is therefore needed to give the necessary authority for the Council to enter into the PPA and for the agreement to be sealed.

### **3. ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

- 3.1 In accordance with paragraphs 186 and 187 of the NPPF, the Council is required to take a positive and proactive approach to development proposals, focused on solutions.
- 3.2 A number of options were considered for the funding of the SPD work, including an exchange of letters, a written contract and amending the Council's Primary Development Agreement (PDA). It was considered that the exchange of letters and written contract would not provide the security required between the parties and amending the PDA would be inappropriate to fund a planning process. Overall, it is considered that a PPA is the most appropriate option, as this process is intended to fund planning related work. The Council also needs to enter into a PPA to fund the pre-application/application process (Function 2), so this is the least bureaucratic approach to funding the SPD as it will enable both functions to be dealt with under a single document.
- 3.3 In terms of Function 2, dealing with related planning applications, Genesis could approach officers through the Council's standard pre-application advice service. However, this is not considered to be appropriate for a development scheme of this size and complexity. The risk would be that the Council would not be able to provide sufficient dedicated resource to engage the developer in the negotiation and preparation of proposals for the site which could mean that necessary infrastructure is not secured and the quality of development and place is impacted. For these reasons it is considered necessary to enter into a PPA in this instance.

### **4. POST DECISION IMPLEMENTATION**

- 4.1 Following approval of this report by the Council the draft PPA will be passed to HB Public Law to be engrossed before it is signed by Genesis and then sealed by the Council. Once signed the PPA will be reviewed 10 months from commencement of the agreement against the progress of the emerging SPD and planning applications against the Project Programme and review whether any extension of the Term will be necessary in order to enable the Council to discharge its Functions under the Project Programme.

### **5. IMPLICATIONS OF DECISION**

#### **5.1 Corporate Priorities and Performance**

- 5.1.1 Colindale is designated as an Opportunity Area in the London Plan and represents one of Barnet's priority regeneration areas, consistent with our overall objective of *protecting, enhancing and growing* the borough. The Council has prepared an Area Action Plan (AAP) to guide the regeneration of

the area which will result in the provision of 10,000 new homes over the next 15 years. The Grahame Park Estate is identified in the Colindale AAP as one of the key sites for delivering new development and housing growth.

- 5.1.2 There is also a specific objective set out in the AAP and Core Strategy policy CS3 to support the regeneration of Grahame Park Estate, its integration with surrounding new development and the existing area and the replacement of its neighbourhood centre.
- 5.1.3 The Council's vision for Colindale builds on the success of the wider borough as a place where people want to live. A place of high educational achievement and employment opportunities which offers a blueprint for a London suburb of the future; a self-contained suburb in easy reach of one of the largest commercial centres in the world.
- 5.1.4 The regeneration of Colindale, and specifically the redevelopment of the Grahame Park Estate, supports the Corporate Plan 2013-2014 priority of 'A successful London Suburb' and the strategic objective under this priority to *sustain Barnet as a successful place through regeneration, and supporting enterprise and employment.*
- 5.1.5 The redevelopment of the Estate also complies with strategic objectives in the Council's Housing Strategy 2010-2025 which include:
  - i. Increasing housing supply, including family sized homes, to improve the range of housing choices and opportunities available to residents;
  - ii. Improving the condition and sustainability of the existing housing stock; and
  - iii. Promoting mixed communities and maximising opportunities available for those wishing to own their home.

## 5.2 **Resources (Finance & Value for Money, Procurement, Staffing, IT, Property, Sustainability)**

- 5.2.1 The Planning Performance Agreement will require Genesis to pay the Council the core fee of £198,869 for the production of the SPD, along with the fees for technical work limited to £124,000. In addition, a sum limited to £10,000 per month is payable as a contribution towards the funding of the Council's appointed officers for the purposes of providing pre-application advice to inform the preparation of the planning applications for the site. The core fee for the SPD work will be paid in 14 monthly instalments of £14,205. The actual sum payable for the technical work and pre-application/application work will be calculated on a time charge basis.
- 5.2.2 The PPA will run for a period of twenty-four (24) months and will be reviewed after 10 months to allow the PPA to be reviewed against the Project Programme and any extension considered necessary included, subject to agreement from both parties.

5.2.3 Subject to the payment of the monthly sum set out above the Council, through Re, will ensure that it devotes sufficient officer resources to ensure compliance with the project programme.

5.2.4 There are no ICT or property implications arising from this decision.

### **5.3 Legal and Constitutional References**

5.3.1 The White Paper, (2007) 'Planning for a Sustainable Future' introduced Planning Performance Agreements (PPAs) to put in place a more effective and collaborative mechanism for handling complex planning applications. Although a PPA has no statutory legal status, it, however, allows both the developer and LPA to agree a project plan and programme which will include the appropriate resources necessary to process the planning document or application to a firm timetable. A PPA gives greater certainty on timescales, costs or supporting evidence from experts. It is another stage in the Government's drive to reform the planning system.

5.3.2 Every LPA has the power to charge for negotiating a PPA. This power is conferred by Section 93 of the Local Government Act 2003. This the same power under which LPAs can charge for pre-application discussions, but charges must be on a not for profit basis and income from these must not exceed the cost of providing the service.

5.3.3 Further, Section 1 of the Localism Act 2011 gives a local authority a general power of competence to do anything which an individual can do (subject to certain restrictions). As such the Council can enter into the PPA with Genesis Housing Association using its general power of competence.

5.3.4 The Assistant Director for Strategic Planning, Regeneration and Transport is authorised under the Development and Regulatory Services Scheme of Delegation to make decisions falling within the Council's powers under the Localism Act 2011.

### **5.4 Risk Management**

5.4.1 The Colindale AAP identifies a number of key items of infrastructure to be delivered by the redevelopment of the Grahame Park Estate (the 'Site'). These include new open spaces, replacement retail and community uses, new streets, cycle paths and pedestrian routes.

5.4.2 A Planning Performance Agreement (PPA) is required in order to deal with the pre-application discussions with Genesis and their advisors to inform the preparation of a development framework SPD and detailed planning applications for the comprehensive redevelopment of the Site.

5.4.3 Genesis have developed a business plan and programme, which requires amendments to existing approvals to be dealt with to ensure a start on site can be made in March 2015. In addition, further applications for Stage B are likely to follow in summer 2015. There is a risk that, without a PPA, there will

not be adequate progress on the SPD so that the document would not be a material consideration in the determination of the planning applications as they are submitted. There is also a risk that the developers will progress and submit a planning application for the site which does not meet the objectives of the Colindale AAP and therefore does not deliver the necessary items of infrastructure needed for the area.

5.4.4 The provision of a PPA to fund the Council's appointed officers' time, including officers from Regional Enterprises Limited (Re), the joint venture between the London Borough of Barnet and Capita, will ensure that comprehensive and timely advice is provided to meet Genesis' timescales and will ensure that the Council is able to negotiate and secure infrastructure within the development which is required to support regeneration in the wider Colindale AAP area.

5.4.5 The work carried out on a time charge basis has a cost limit to ensure that Genesis can commit to the funding. These figures have been carefully considered to ensure that staff costs do not exceed the limits. The time charge invoices would be derived directly from Re's online timesheet system and would therefore be fully reflective of officer time spent on the project.

## 5.5 Equalities and Diversity

5.5.1 The PPA will not give rise to any specific equalities and diversity issues.

## 5.6 Consultation and Engagement

5.6.1 Local people and community groups will be consulted and engaged during the SPD, pre-application and application processes in accordance with the Council's Statement of Community Involvement (2007) to ensure the diverse needs of existing and future residents are met.

## 6. BACKGROUND PAPERS

6.1 Colindale Area Action Plan (March 2010)

6.2 Cabinet, 22 February 2010 (Decision item 9) – approved and recommended to Council to adopt the Colindale Area Action Plan (AAP), which includes strategic planning policy and targets for the regeneration of the Grahame Park Estate and wider Colindale Area.

6.3 Council, 2 March 2010 (Decision item 146) – approved and adopted the Colindale AAP as a statutory planning document within the Local Development Framework.

## 7. DECISION TAKER'S STATEMENT

7.1 *I have the required powers to make the decision documented in this report. I am responsible for the report's content and am satisfied that all relevant advice has been sought in the preparation of this report and that it is*

*compliant with the decision making framework of the organisation which includes Constitution, Scheme of Delegation, Budget and Policy Framework and Legal issues including Equalities obligations.*

## **8. OFFICER'S DECISION**

### **I authorise the following action**

- 8.1 The Council to enter into a Planning Performance Agreement with Genesis Housing Association in respect of the matters set out in this report.

**Signed** Assistant Director for Strategic Planning and  
Regeneration

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**Date** **15 December 2014**

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