

Planning Performance Agreement

In respect of

The Grahame Park Estate, Colindale, NW9 ("the Site")

1. Parties

1.1 This Agreement is made on _____ between the following parties:

The Mayor and Burgesses of the London Borough of Barnet of the Town Hall, The Burroughs, Hendon, London, NW4 4BG ("the Council");

and

Genesis Housing Association, Atelier House, 64 Pratt Street, London, NW1 0DL ("the Developer")

2. Recitals

2.1 The Council is the local planning authority for the area in which the Site is situated.

2.2 The Council, through agreement with the Developer, is preparing a Supplementary Planning Document (SPD) to guide the future regeneration of the Site to provide a robust framework and detailed design guidance within which individual planning applications can be made for future development phases. The Council and the Developer have agreed a project programme that requires the SPD to be adopted by December 2015.

2.3 In addition, the Developer is preparing planning applications for the redevelopment of parts of the Site in tandem with the SPD process. The Developer has developed a business plan and Project Programme and requires that planning applications are dealt with in accordance with this, in order not to impact on the build programme.

2.4 The Developer and the Council agree to enter into this Planning Performance Agreement for the following purposes:

- Agree requirements and timescales in the form of the Project Programme for the preparation and adoption of the SPD
- Agree requirements and timescales in the form of the Project Programme for the provision of pre-application advice that will then inform the emerging planning applications to be submitted by the Developer
- To agree to the resource requirements of the Council and the funding of those requirements by the Developer
- To establish governance and review mechanisms in respect of the Project Programme and the scope/terms of this Agreement, and
- To establish appropriate measures for monitoring compliance with the respective parties' obligations under this agreement

2.5 This Agreement is intended to facilitate the SPD process and the planning application submitted by the Developer for the Site generally in accordance with Government guidance but not so as to fetter the decision making responsibility of the Council or the likely outcome of the SPD or the planning applications.

2.6 Nothing in this Agreement shall restrict or inhibit the Developer from exercising its right of appeal under Section 78 of the Act nor its right to request (pursuant to Article 7(6) of the Mayor of London Order 2008) that the Mayor of London issues a Direction pursuant to Section 2A of the Act.

3. Definitions

- “**Act**” means the Town and Country Planning Act 1990 as amended
 - “**Agreement**” means this Planning Performance Agreement between the Council and the Developer
 - “**Commencement Date**” means the day on which the provisions of this Agreement commences
 - “**Council’s Appointed Officers**” means officers appointed by the Council, to advise on this project; such advice to cover a range of Council services as required under the agreement
 - “**Dedicated Planning Officer**” means a qualified planning officer with the relevant experience of a type and scale required in order to handle the tasks covered in the Agreement and dedicated solely to the Development
 - “**the Developer’s Agent**” means an agent appointed by the Developer to act on their behalf to carry out the functions of this agreement
 - “**Development**” means the proposed development set out in Appendix 1
 - “**Function 1**” means the first work activity of the Council to which this Agreement relates, namely the preparation of the Grahame Park Development Framework SPD
 - “**Function 2**” means the second work activity of the Council to which this Agreement relates, namely the processing of pre-application advice and planning applications for the redevelopment of the Site, or parts of the Site
 - “**Functions**” means the collective term for Function 1 and Function 2 as may be referred to from time to time
 - “**Joint Working Meetings**” means Weekly Engagement Meetings, bi-weekly Master Plan Workshops, monthly Partnership Meetings and any other similar or substitute meetings as requested by either party
 - “**Parties**” means the Council and the Developer
 - “**Project Programme**” means the programme set out at Appendix 3 of this Agreement
 - “**Re**” means Regional enterprises Limited, the joint venture between the London Borough of Barnet and Capita (Registered in England 08615172 at 17 Rochester Row, London, England SW1P 1QT) to run the development and regulatory services of the Council from 1st October 2013
 - “**Review Date**” means 2 months before the annual anniversary of the Commencement Date
 - “**Services**” means activities and advice provided by the Council using Re to deliver including town and country planning, urban design, master planning, transportation, regeneration and support services pursuant to this agreement
-

- **“Stakeholder Engagement Schedule”** means the stakeholder engagement schedule set out at Appendix 5
- **“the Site”** means the Grahame Park Estate (bound by Lanacre Avenue to the west, Grahame Park Way to the south and Field Mead to the north) outlined in red on the plan attached at Appendix 2
- **“Working Days”** means a day which is not a Saturday, Sunday or a Bank Holiday

4. Statutory Authority

This Agreement is made pursuant to Section 93 of the Local Government Act 2003, Section 111 of the Local Government Act 1972 and Sections 1 and 2 of the Localism Act 2011

5. Term

This Agreement will apply from the Commencement Date and shall remain in force for a period of 24 months (or such extension of this term as is agreed by the Parties in writing).

This Agreement will be reviewed on or before the Review Date.

6. Functions

The Developer and the Council will use their Reasonable Endeavours to adhere to the terms and timelines for the tasks set out in this Agreement in accordance with the Council's Service Standards contained in Schedule 1, the Developer's Obligations contained in Schedule 2 and the Project Programme contained in Appendix 3.

7. Joint Working

7.1 All Parties shall act with the utmost fairness and good faith towards each other in respect of all matters in respect of the handling of the pre-application planning advice and to work jointly with each other in complying with their respective obligations under this Agreement.

7.2 In particular the Parties shall work collaboratively to ensure that the preparation and adoption of the SPD for the Site and the pre-application discussions and determination of the planning applications for the Site are achieved in accordance with the Project Programme.

8. Dedicated Planning Officer

Without prejudice to its other obligations the Council shall designate a dedicated planning officer through Re to be the Dedicated Planning Officer who alone or as part of a team shall be responsible for overseeing or carrying out the Functions in accordance with this Agreement PROVIDED ALWAYS THAT THE Council shall designate a Dedicated Planning Officer who has the relevant experience of a type and scale required in order to handle the tasks covered in the Agreement and who is dedicated to the Development. In the event the Dedicated Planning Officer leaves the post the Council will provide the Developer with the curriculum vitae of any further candidates and will consult with the Developer before any further appointment.

9. Developer's Obligations on Funding and Resource

9.1 In respect of Function 1, the Developer agrees to pay to the Council:

9.1.1 The Core Fee: The sum limited to £198,869 [one hundred and ninety-eight thousand, eight hundred and sixty-nine pounds] at a rate of up to £14,205 [fourteen thousand two-hundred and eighty five pounds] per calendar month [for 14 months] from the Commencement Date based on the schedule agreed and set out in Appendix 4 being

the costs of funding the Council's Appointed Officers and the Dedicated Planning Officer for the purposes of preparing, drafting and adopting the SPD PROVIDED ALWAYS that the Council shall provide the Developer with a monthly report identifying the scope of work that has been carried out and the costs associated with the work carried out in that calendar month.

9.1.2 The Technical Work Fee (in addition to the Core Fee): Additional technical work may need to be carried out but this has to be identified by the Council and approved by the Developer.

9.1.3 In the event that additional technical work is required pursuant to paragraph 9.1.2 above then:

- (a) the Council shall notify the Developer of the projected scope of work required and the anticipated cost for that calendar month (including hourly rates of the relevant officers and cost per piece of work) with such forecasts being amended during the month if required
- (b) the Council shall obtain the Developer's prior written agreement to the scope and cost provided under paragraph (a) above
- (c) once the Developer agrees the scope and cost provided under (a) and (b) above the Council shall invoice the Developer monthly in arrears for the approved additional technical work per calendar month and the Developer shall pay the agreed cost within 14 working days of receipt of the invoice

9.1.4 The work carried out pursuant to 9.1.2 and 9.1.3 above may be tendered if deemed appropriate or if the Developer agrees that they have the skills and capacity to carry out the work then the actual sum payable by the Developer will be calculated on a time charge basis (amount of time incurred multiplied by the time charge rates (as set out at Appendix 4 PROVIDED ALWAYS that the scope of work and the agreed additional costs have been approved pursuant to 9.1.3 (a) and (b) above.

9.2 In respect of Function 2, the Developer agrees to pay to the Council:

9.2.1 The sum limited to £10,000 (ten thousand pounds) per calendar month from the Commencement Date based on the rates as set out in Appendix 4 being the costs of funding the Council's Appointed Officers and the Dedicated Planning Officer for the purposes of providing pre-application advice to inform the Developer's preparation of the planning applications and to provide a dedicated officer for the processing of the planning applications. The actual sum payable by the Developer will be calculated on a time charge basis (amount of time incurred multiplied by time charge rates) as set out at Appendix 4 PROVIDED ALWAYS that:

- (a) the Council shall provide a monthly report identifying the projected scope of work required and the anticipated cost (including the hourly rates for the relevant officers and cost per piece of work pursuant to those set out at Appendix 4) in relation to the sum limited to £10,000 per calendar month referred to paragraph 9.2.1 above and
- (b) the Council shall obtain the Developer's prior written agreement to the scope and cost provided under 9.2.1 (a) above
- (c) once the Developer has approved the scope and cost pursuant to 9.2.1 (a) and (b) above the Council shall invoice the Developer monthly in arrears for the Council's Services approved pursuant to 9.2.1. (a) and (b) above and the Developer shall pay the agreed costs within 14 working days of receipt of the invoice.

- 9.3 Subject to the payments of the contributions within the terms set out above:
- 9.3.1 the Council will provide sufficient resource(s) to discharge its obligations in compliance with the Agreement set out in the Project Programme.
- 9.3.2 In the event that the Developer ceases to require the preparation of the SPD or fails to progress with the planning applications or withdraws or otherwise abandons the development proposals for the Site, the Developer shall give 20 (twenty) Working Days notice of such withdrawal and shall pay all amounts due to the Council up to the date, being 20 (twenty) Working Days following the date of the notice, for Services that the Developer has provided.
- 9.4 Additional resources - If the Council does not have the required specialist knowledge in-house or if its specialists are unavailable for more than 5 consecutive Working Days, then the Council can seek:
- 9.4.1 the employment of external consultants as may be required to provide specialist knowledge which cannot be provided in-house by the Council in relation to the preparing the SPD the pre-application and the planning process PROVIDED ALWAYS that the Council will prior to retaining such specialist consultant:
- (i) set out a proposed scope of works for the relevant consultant in relation to the planning application and the pre-application process;
 - (ii) obtain a fee proposal from each consultant identified by the Council for the relevant scope of works; and
 - (iii) obtain the Developer's written agreement for the scope and fee proposal under (i) and (ii) above and the appointment of the consultant
- 9.4.2 the Developer shall pay the Council's fees of the relevant consultant appointed pursuant to 9.5.1 above within 14 Working Days of receipt of the invoice produced by the Council which shall be submitted one calendar month in arrears FOR THE AVOIDANCE OF DOUBT any additional resources approved pursuant to paragraph 9.5 shall be paid and form part of the Core Fee or the fee paid pursuant to paragraph 9.2.1

10. Governance and Joint Working Meetings

- 10.1 The Dedicated Planning Officer and/or the Council's Appointed Officers shall liaise with the Developer in respect of matters relating to this Agreement.
- 10.2 The Parties shall attend Joint Working Meetings in accordance with the Stakeholder Engagement Schedule or if and when necessary to achieve the Project Programme, at premises of the Council or such other premise as agreed by the Parties to discuss any matters/issues arising from the emerging SPD or planning applications. Each matter/issue will be evaluated and discussed with the Parties and a method of resolution agreed and minuted.
- 10.3 Where reasonably requested by the Developer, and where the Dedicated Planning Officer is not available then the Council shall make available, within 5 (five) Working Days, an officer with the appropriate level of authority and relevant experience to attend meetings with external third parties.

11. Review

At the request of either Party, the Parties shall on the Review Date in good faith discuss the progress of the emerging SPD or 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 or the Developer to comply with the Project Programme.

12. Breach and Termination

- 12.1 If any Party shall commit any breach of its obligations under this Agreement and shall not remedy the breach within 10 Working Days of written notice from the other Party to do so, then the other Party may notify the party in breach that it wishes to terminate this Agreement forthwith and the Agreement shall be terminated immediately upon the giving of written notice to this effect to the Party in breach PROVIDED ALWAYS that the breach is within the control of the Party that is in breach and it is capable of being remedied.
- 12.2 Without prejudice to their rights the Parties may by mutual agreement terminate this Agreement with immediate effect.

13. Nature of the Agreement

- 13.1 Nothing in this Agreement shall create, or be deemed to create, a partnership between the Parties.
- 13.2 If any provision of this Agreement is held by any court or other competent body to be void or unenforceable in whole or part, then the other unaffected remaining provisions of the Agreement shall continue.
- 13.3 Nothing in this Agreement shall fetter or restrict the Council in the exercise of its powers under any enactment statutory instrument regulation order or power for the time being in force.
- 13.4 The Council enters into this Agreement on the basis that it has done so without prejudice to the preparation of the SPD, or its determination of any planning application, and nothing in this Agreement is intended to commit to the delivery of an approval of any planning application or unlawfully fetter the statutory powers, duties or discretions of the Council.
-

SCHEDULE 1

The Council's Service Standards

- 1.1 Subject to the Council not fettering its lawful discretion, it shall use Reasonable Endeavours to carry out the Functions at all times in accordance with the following service standards. The Council shall use Reasonable Endeavours to:
- 1.1.1 Respond substantively to all urgent emails, letters and telephone calls within 3 Working Days of receipt. Where circumstances beyond the reasonable control of the Council prevent its compliance with this service standard, the Council shall in each case notify the Developer of such circumstances forthwith and the Council shall endeavour to respond substantively no later than 5 Working Days after receipt of any communication.
 - 1.1.2 Notify the Developer no later than 20 Working Days wherever possible or at the earliest time thereafter to allow the Developer to consider the report prior to any meeting of the Council's Planning Committee at which any report or matter relevant to the Development will be discussed and or considered and to provide the Developer with a copy of any report to the Planning Committee at that time.
 - 1.1.3 Provide to the Developer 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 or agenda points identified. These can be provided in electronic format.
 - 1.1.4 To provide to the Developer within 10 Working Days of any meeting at which any report or matter relevant to the Development will be discussed and or considered (not attended by the Developer) the minutes or action points arising from that meeting.
-

SCHEDULE 2**Developer's Obligations**

- 1.1 The Developer agrees:
- 1.1.1 In discussion with the Council to consult with the relevant "**Statutory Consultee**" in respect to the emerging SPD and planning applications (which may include, but not be limited to, the Environment Agency, Transport for London, and the Greater London Authority)
 - 1.1.2 To use Reasonable Endeavours to address any concerns raised by any Statutory Consultee prior to the submission of the applications to the Council
 - 1.1.3 To provide the Council with such additional information as may be requested within 5 Working Days of such written request from the Council (or such other time period as may be agreed between the Parties) in order to enable the Council to discharge its Functions under this Agreement
 - 1.1.4 To provide to the Council at least 5 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
 - 1.1.5 The Developer will pay to the Council the charges submitted for the Council's time and internal expenses in accordance with Clause 9 of this agreement.
-

Appendix 1: The Proposed Development

Regeneration of the Grahame Park Estate, to incorporate works pursuant to the extant outline and reserved matters approvals (Stage A) along with a phased redevelopment of the remaining land (Stage B).

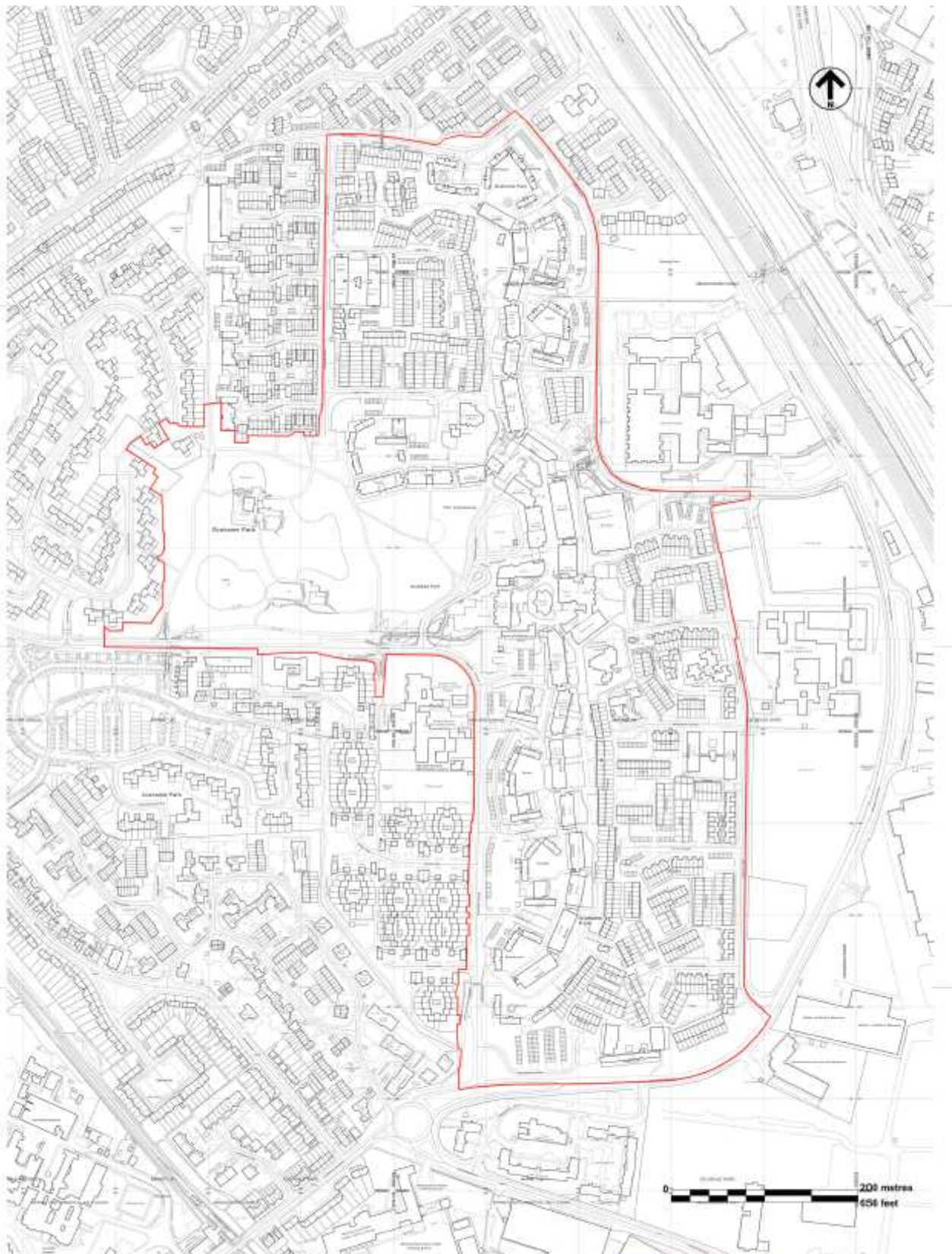
Stage A has detailed planning consent and comprises:

- 1. Phase 0: 39 flats in a part 3, part 4 storey building;**
- 2. Phase 1A: 319 flats and remodelling of open space;**
- 3. Phase 1B: 446 residential units, associated public realm, community and retail floorspace**

N.B. not all of this phase will be built out in accordance with the reserved matters consent, with amendments expected to some blocks, and a separate planning application has been approved to introduce Barnet and Southgate College to block A8.

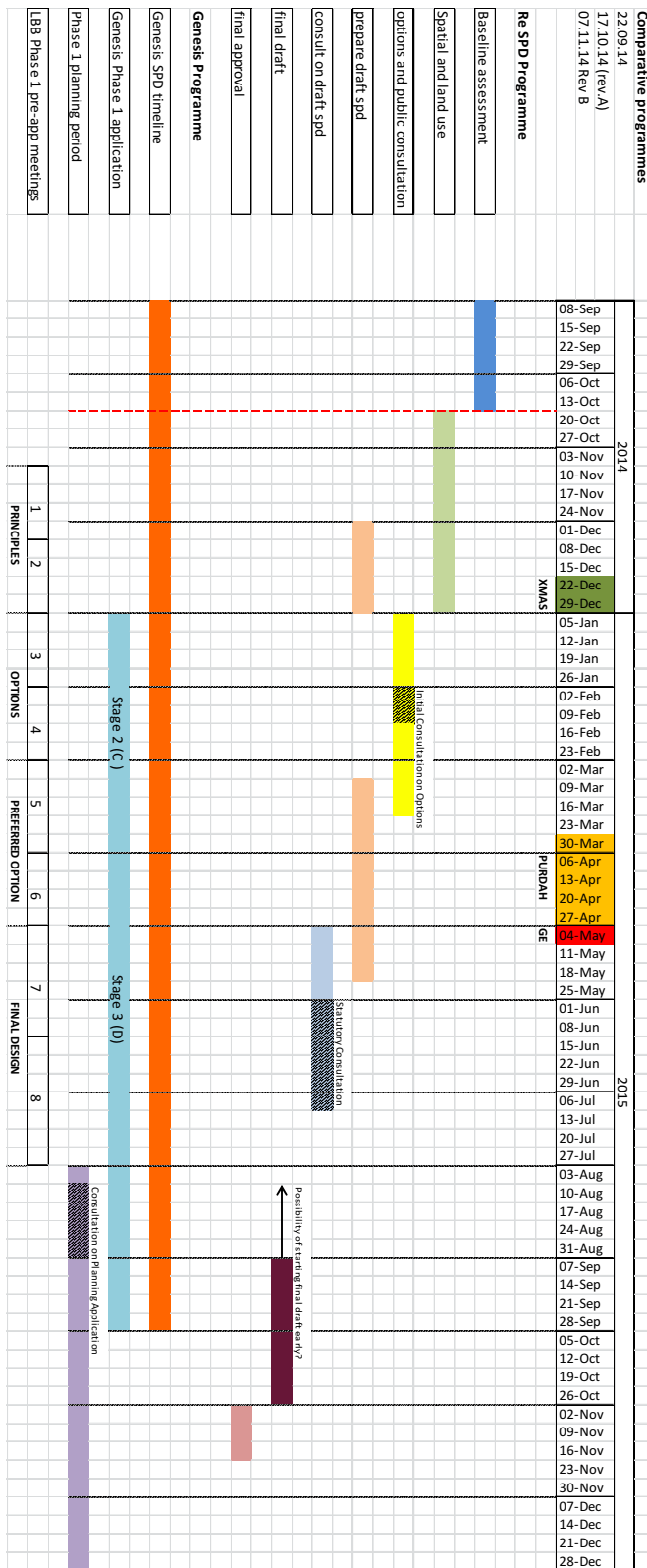
Stage B has outline planning consent, but this part of the masterplan is in the process of being re-planned, hence the requirement for the Development Framework SPD and planning applications relating to this Agreement.

Appendix 2: Red line plan of the Site



— Redevelopment Boundary

| | | | |
|------------------------------------------------|--------------------------|----------------------------------------------|------------------------------------------|
| PTEa | | <small>Planning Technical Evidence</small> | |
| PROJECT CIGP REGENERATION MASTERPLAN | JOB NO. 08-072 | SCALE 1:2000 on A3 1:1200 on A2 | DATE July 2010 Rev May 2004 |
| SITE Site Location Plan | DRG NO. PL.01 | REV. B | |



Appendix 3: Project Programme

Appendix 4: Council's Charges

Function 1

Core Fee: This is the maximum fee for the preparation of the SPD, totalling £198,869 (payable in 14 monthly instalments). This includes the resources set out in Part One of the table included in the Re fee proposal to the Developer, and makes an allowance for input from technical disciplines to the master planning and SPD process.

Technical Work: Indicative fees for technical work have been included, that is anticipated is required to complete a sound SPD, given an indicative figure of £124,000. At this stage, whilst the resource has been identified, a complete resource plan has not been put forward, as the final scope of the work is to be specified and agreed with the Developer as the master plan develops and Re has sight on the information held by the Developer.

| Grade | Hourly rate |
|-----------------------------|-------------|
| Director/Assistant Director | £105.24 |
| Head of Service | £81.90 |
| Manager | £68.10 |
| Principal Officer | £57.78 |
| Senior Professional/Officer | £47.30 |
| Professional | £45.56 |
| Senior Support | £34.44 |
| Support | £24.29 |

Function 2

| Grade | Hourly rate |
|-----------------------------|-------------|
| Director/Assistant Director | £105.24 |

| | |
|-----------------------------|--------|
| Head of Service | £81.90 |
| Manager | £68.10 |
| Principal Officer | £57.78 |
| Senior Professional/Officer | £47.30 |
| Professional | £45.56 |
| Senior Support | £34.44 |
| Support | £24.29 |

IN WITNESS whereof the Parties have executed this Agreement in the presence of the persons mentioned respectively below this day and year first before written.

Executed as a Deed by:

[DEVELOPER]

acting by:

Director

Director/Secretary

The Common Seal of

London Borough of Barnet:

was hereunto affixed in the presence of:

Assurance Director

Head of Governance
