

1217-NMP-XX-ZZ-RP-A-00004 S2/P2

42 Caversham Road, London NW5 2DS

Planning Performance Agreement

Part 2 - Planning Application Stage

1. Introduction

- 1.1. This Planning Performance Agreement (PPA) covers the second stage in a two-part planning process in relation to the redevelopment of 42 Caversham Road, London NW5 2DS (the 'Application Site').
- 1.2. The first part of the PPA dealt with the formal pre-application discussion stage and established an agreed way forward on a range of issues. There were four meetings where every aspect the design of the scheme was carefully scrutinised and developed to meet the needs of the LPA, the Developer and the site.
- 1.3. This second part PPA is to follow on from that in terms of the handling of the planning application itself and its processing through to decision stage.
- 1.4. This Application Stage PPA is between the two parties comprising Dexbay Properties Ltd as 'the Developer' and Camden planning officers as the 'Local Planning Authority (LPA)'.
- 1.5. The proposal is for the demolition of an existing three storey 11 unit residential block (formerly a works and then offices) to be replaced with new basement plus 5-storey, 18-unit residential development.
- 1.6. The aim of the PPA is to maximise the chance of approval by allowing meetings to resolve any issues that come up that have not been covered by the extensive Pre-Application discussions.

2. Key Aims

- 2.1. This PPA covers the planning application process from the pre-validation submission of documentation through to post application assessment and reporting to committee. Its aims are:
 - to set a project management framework within which the application can be submitted and validated, considered and determined in line with the objectives of the policies of the Camden LDF and the London Plan, and other material planning considerations;
 - to provide an agreed timetable (without prejudice to the outcome of the application and in particular subject to any intervention in the process by the Secretary of State or the Mayor of London) which targets the application to be determined at LBC

Development Control Committee on an agreed date unless otherwise agreed by both parties during the course of the PPA;

- to identify the requirements needed to enable the issuing of a formal decision (without prejudice to the outcome of the applications) and finalising the Shadow Section 106 agreement within a mutually agreed target timescale.

3. Procedural Arrangements

- 3.1. The procedural arrangements and timetable for dealing with the application depend upon the date for formal submission of the application. The application was submitted on 28th May 2015 but is yet to be validated as LBC require proof of change of use of the site before the application will be relevant. The Developer's aim is to ensure all information is submitted such that validation could take place by Wednesday 29th July 2015.
- 3.2. The application was made via the Planning Portal. The Developer will provide 2 printed copies of all documentation in order for the LPA to carry out necessary consultation.
- 3.3. The LPA will use reasonable endeavours to complete its validation check within 5 working days of submission of complete application (i.e. by commencement of week 2) and the developer will use reasonable endeavours to submit any additional information required by the LPA to validate the application within 5 working days of any request by the LPA for this information. The standard 21 day consultation period will have commenced by beginning of week 4 (NB the consultation period will be extendable but will not affect the agreed PPA timetable unless by agreement).
- 3.4. The Developer will provide under separate cover but within 5 working days of the main application submission, an annex containing sensitive information (if applicable). This will be kept separately from the main Planning Register by the LPA.
- 3.5. The Developer will make all reasonable endeavours to work jointly with the LPA and to respond to requests for further information, points of clarification, or presentation material to assist with the understanding of the proposals and their communication to Members and/or the public at meetings or briefing sessions as might be appropriate.
- 3.6. Unforeseen circumstances arising which result in revisions or further information being submitted, will only result in a review of the timetable if re-consultation is necessary. In such event the timetable will be varied by agreement with both parties.
- 3.7. Periodic review meetings will be held to deal with any matters arising, commencing from post-consultation onwards, as required if and when issues arise through to committee.
- 3.8. In the event that officers support the application and are minded to make a recommendation to approve the application, the LPA will use reasonable endeavours to report the Application to DC Committee within 14 weeks of the date of submission (presuming that the application is made valid on this date), unless varied by agreement with both parties.
- 3.9. The LPA will have provided the Developer with an advance copy of draft conditions to review and comment upon prior to finalising the report to committee.

- 3.10. The LPA will clear its report to committee and other steps in the process as appropriate with the Council's Legal Team and potentially external Counsel, at the Developer's cost, to ensure that susceptibility to legal challenge of the Council's decision is minimised.
- 3.11. The parties will seek to have agreed Shadow S106 Heads of Terms by four weeks prior to Committee and full draft detailed wording in advance of the DC Committee and full draft detailed wording in advance of the DC Committee to enable final agreement of the Shadow S106 in a timely fashion (i.e. no later than four weeks following the Development Control Committee).
- 3.12. All reasonable endeavours will be undertaken on the part of both parties as appropriate (having regard to the outcome of the application and intervention in the process by the Secretary of State or the Mayor of London) to meet an agreed target date for final decision following the resolution of LBC DC Committee and consultation with the GLA.
- 3.13. The Developer will contribute to the Council's costs in respect of this service by payment of an initial fee to cover planning-related costs for the period of the PPA, this part to be paid in advance; and subsequent 'at cost' payments for external legal advice (see below).

4. PPA Timetable

- 4.1. The timetable for the procedural milestones referred to above is attached as part of the PPA (the 'PPA Timetable') which it is the responsibility of both parties to make reasonable endeavours to meet. The PPA Timetable will be reviewed if necessary between the parties in accordance with the agreed Procedural Arrangements of the PPA and if any relevant unforeseen matters arise.

5. Financial Contribution

- 5.1. The Developer will make a financial contribution of £6,000 initially to cover the Council's costs in respect of the PPA. A further fee of up to £5,000 will become payable subsequently for external legal advice if this is required, extendable to a maximum of an additional £5,000 (see below).
- 5.2. The financial contribution will be in addition to the normal planning application fee and will be exclusive of the Council's legal costs in association with drafting and advising upon the S106 Agreement. It will comprise £6,000 to cover the Council's own planning-related costs in resourcing additional work, namely review meetings (two planned); pre-validation checking of the application, pre-submission discussion of S106 heads of terms, preview and discussion of conditions; and the Council's administration costs in relation to the PPA. An additional amount may be charged to cover external legal advice from Counsel if required by the Developer or the LPA. This will be charged at cost to an initial ceiling of £5,000. Since the necessity for this work is difficult to predict and could well increase, the legal contributions are extendable by a maximum of a further £5,000 with justification, subject to the prior agreement of the Developer.
- 5.3. The initial £6,000 contribution should be paid in advance and subsequent contributions for external legal advice should be paid upon written notice in accordance with the terms above.

Agreed on behalf of the London Borough of Camden as 'the Local Planning Authority'

Date 26/8/2015/

Agreed on behalf of the Dexbay Properties Limited, as 'the Developer'

Date 13/8/15

Appendix 1

Timetable

Week or date	Action or Milestone	Comment
	Formal Submission	
17th August 2015	Validation	Middle of week 1
2nd September 2015	Consultation begins	End of week 3
w/c 14th September 2015	Review Meeting 1 (3 weeks consultation completed or near to completion)	Week 6
w/c 5th October 2015	Review Meeting 2 if required	Week 9
18th November 2015	Presentation for committee (report to be finalised 2.5 weeks in advance of committee)	End of week 14
25th November 2015	Shadow Section 106 Agreement to be finalised and agreed	End of week 15
16th December 2015	Final decision and Signed Section 106 Agreement (2 weeks following committee)	End of week 18

Appendix 2

Developer Team

Name	Position	Phone Number	Email Address
Jacob Schreiber	Dexbay Properties Ltd	c/o Norton Mayfield Architects	schreiber.jacob@gmail.com
Meir Posen	Dexbay Properties Ltd	c/o Norton Mayfield Architects	
Alastair Norton	Norton Mayfield Architects Ltd	0114 270 0014	alastair@nortonmayfield.co.uk 1217@nortonmayfield.co.uk
Kate Clear	Norton Mayfield Architects Ltd	0114 270 0014	kateclear@nortonmayfield.co.uk 1217@nortonmayfield.co.uk
Ian Durkin	Gurney Consulting Engineers	01483 721 721	icd@gurneyce.com

Local Planning Authority (LPA) Team

Name	Position	Phone Number	Email Address
Gideon Whittingham	Senior Planning Officer (Case officer)	020 7974 5180	gideon.Whittingham@camden.gov.uk
Charles Rose	Heritage and Conservation Officer	0207 974 1971	Charles.rose@camden.gov.uk