

**London Borough of Lambeth**

**Former Woodlands Nursing Home (III)**

**PLANNING PERFORMANCE AGREEMENT**



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## **Former Woodlands Nursing Home, 1 Dugard Way, London, SE11 4TH**

### **PLANNING PERFORMANCE AGREEMENT**

BETWEEN:

LONDON BOROUGH OF LAMBETH

And

Anthology Kennington Stage Limited

#### 1. Introduction

- 1.1. This Planning Performance Agreement (PPA) is made between London Borough of Lambeth ("The council") and Anthology Kennington Stage Limited ("The Applicant").
- 1.2. The PPA covers the process through to the determination of the application for planning permission for the proposed development of the site Woodlands and Masters House Kennington SE11 4TH, (see attached site plan).
- 1.3. The PPA will provide a project management framework and timetable within which to progress the various stages of the scheme through to completion of the Section 106 Agreement and determination of the planning application. This agreement supersedes all previous agreements and variations relating to this site.
- 1.4. The aim of the PPA is to improve the quality of the decision making process, as opposed to the speed of the decision. This is a collaborative process between the council and applicant and to include appropriate stakeholders. The key principles underpinning this process are collaboration; establishing a shared purpose; and clear and structured project management.
- 1.5. This PPA has been subject to an inception meeting on 15 February 2021, the fee for will be invoiced separately.
- 1.6. This agreement will run from the 15 February 2021 and shall remain in force until the end of February 2022 (or such extension of this Term as is agreed) or the decision date (being the date a planning decision is issued by LB Lambeth on the Planning Application) whichever is the earlier and upon the expiry of such period this PPA shall cease.
- 1.7. The development proposes the redevelopment of the former Woodlands and Masters House site comprising the retention of Masters House and associated ancillary buildings, demolition of former care home and erection of building(s) to provide residential units.
- 1.8. It is anticipated that the planning application to which this PPA relates will be made in full.
- 1.9. This PPA has been drafted in light of guidance produced by ATLAS (June 2007) and the National Planning Practice Guidance. Its purpose is to encourage co-operation, trust and effective communication between the council and the Applicant. Its aim is to facilitate high quality development and ensure prompt, clear and robust decision making.
- 1.10. This PPA and other documentation does not prejudice or pre-judge the outcome of the application, the council's impartiality or its discretion as local planning authority

- 1.11. The agreement can be terminated at any time by either party. Any fees incurred to that point would still be chargeable.

## **2. Status**

- 2.1. This PPA constitutes a legally binding contract between both parties.
- 2.2. This PPA is not intended in any way to prejudice or influence the determination of the planning application, the council's impartiality or its discretion as local planning authority in any way.
- 2.3. The terms of the PPA should not be disclosed by the Council or that Applicant save where agreed between the parties or as required by law or regulatory obligation or by direction of a court or other authority of competent jurisdiction.

## **3. Disclosure**

- 3.1. The Applicant acknowledges that information held by public authorities is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (and such successor regimes as may be enacted) ("**Disclosure Regime**"). The Applicant further acknowledges that disclosure of documents produced pursuant to the PPA (referred to collectively as "**PPA Information**" and references to the 'PPA Information' shall be taken to mean the whole or any part of that information as the context requires) may be sought from the Council by way of a request pursuant to the Disclosure Regime ("**Disclosure Request**").
- 3.2. Where a Disclosure request is made in respect of PPA Information, which the Council considers the Applicant may reasonably claim amounts to a request for disclosure of the Applicants confidential information or information that could otherwise result in prejudice to the Applicant's legitimate commercial interests, the Council agrees:
  - 3.2.1. To notify the Applicant of the receipt of the Disclosure Request;
  - 3.2.2. In order to ascertain whether disclosure of PPA Information would be likely to prejudice the commercial or other legitimate interests of the Applicant, to identify to the Applicant, within a reasonable period of time prior to disclosure (unless not reasonable practicable) and with sufficient particularity as would enable the Applicant to make representations to the Council, the information that the Council intends to disclose and to permit the Applicant to make representations about the proposed disclosure;
  - 3.2.3. To consider and take into account any representations made by the Applicant about whether or not the PPA Information should be disclosed (and such obligation shall extend to any subsequent representations as may be received in circumstances other than as provided for in clause 2.5.2, provided that it is reasonably practicable for the Council to have regard to any such subsequent representations); and
  - 3.2.4. To keep the Application informed of any objection or challenge to the Council's response to the Disclosure Request and in the event that the Council proposes to change its position in response to such objection or challenge to notify the Applicant of such intended change of position and to repeat in respect thereof the steps in the clauses above (and for the avoidance of doubt any representations from the Applicant thereby made shall not be required to be confined to the terms of the Council's proposed change of position).
- 3.3. For the avoidance of doubt, nothing in the clauses above shall be taken to restrict the disclosure by the Council of information held by it where (i) the information requested is already in the public domain as at the date of any request for its disclosure or has thereafter been placed in the public domain by the

Applicant, (ii) the parties agree that the information may in any event be disclosed; or (iii) information is required by law or other obligation to be disclosed other than pursuant to the Disclosure Regime.

#### **4. Scope**

4.1. The PPA seeks to:

4.1.1. Establish a shared Vision for the project.

4.1.2. Appoint a Project Champion.

4.1.3. Establish a PPA Project Team.

4.1.4. Agree the Key Planning Issues to be resolved and at what stage, including:

- the identification of tasks and resources required to address key issues;
- an agreement to identify and agree solutions to issues at each stage in the process where appropriate;
- a commitment to sharing information;
- the establishment of parameters for engagement with internal and external agencies and community groups; and
- to work collaboratively and agree upon the heads of terms of any S.106 Agreement to be submitted with the planning application.

4.1.5. Develop a Project Plan setting out whom, what, and when.

4.1.6. Agree a regime for the decision making process.

4.1.7. Agree a regime for the post Committee process and the completion of any S106 Agreement.

#### **5. Project Definition**

5.1. The Project is defined in three stages:

- i. Inception meeting between council and the Applicant – to confirm and agree the PPA process is appropriate for the envisaged scheme.
- ii. Pre-application discussions between the council and the Applicant during the preparation of the planning application.
- iii. The determination of the planning application up to and including the issuing of the planning decision.

5.2. Stage 1 is anticipated to run from the date of inception indicated at paragraph 1.5 to August 2021 when the Applicant is targeting the submission of the Application(s). Stage 2 is anticipated to run from August 2021 to February 2022 when the council is targeting the determination of the Applications, including the completion of the Section 106 Agreement (If required) if the Applications are approved.

#### **6. The Vision**

6.1. To establish a framework for the determination of the application through collaborative working. To ensure that appropriate consultation with statutory bodies and the local community takes place and that

the development delivers a high quality of design and public realm in accordance with national, London wide and local policy objectives.

## **7. Key Development Objectives**

### **Overall Objective**

- 7.1. To ensure that the pre-application period is utilised effectively and that all stakeholders are successfully engaged; that the planning application provides all the information that will be needed by the council to properly assess it and that officers are able to report the application the council's Planning Applications Committee by the date agreed in the Project Plan.

### **Specific Objectives**

- 7.2. The following specific objectives have been identified:

- A well-managed pre-application process, with a programme that responds to the complexity, scale and range of planning and environmental considerations associated with a unique major development project.
- Agreement at pre-application stage of the key viability considerations (e.g. costs, values, benchmark land value etc.) to ensure timely assessment upon submission.
- Agreement at pre-application as to the level of assessment required for daylight, sunlight and overshadowing and the likely impact on neighbouring properties.
- Effective pre-application discussions between the Applicant and the council to address the identified key planning issues in this PPA.
- Effective engagement of all stakeholders during the pre and post-submission periods in order to build a sense of community ownership of the project.
- Provision of an appropriately supported Application(s) at the point of submission.
- Ensuring that appropriate S106 obligations are negotiated that contribute commensurately towards infrastructure in the area and that mitigate any impacts of the Scheme that there may be.

As a result of the objectives above, this PPA should allow officers of the council to make a recommendation to the Planning Applications Committee within the time period agreed in the Project Plan.

## **8. Key Planning Issues**

- 8.1. The following Key Planning Issues are identified. All are interrelated and should not be considered in isolation:

- i. Regeneration - ensuring that the socio-economic as well as physical regeneration effects of the scheme are clearly defined and optimised.
- ii. Design Quality - ensuring that all aspects of design quality from the overall masterplan, public realm and architecture, to the impact of the proposed scheme on heritage assets and strategic and local views, reach the appropriate quality threshold, having regard to relevant planning policy and guidance as well as the potential regeneration benefits of the proposed scheme.

- iii. Housing - ensuring that any housing within the proposed scheme is of the appropriate standard, mix and tenure with reference to the Development Plan and the specific circumstances of this proposal. Viability to be considered as part of the pre-application process and key principles agreed prior to submission.
- iv. Transport - ensuring that the proposed scheme is serviced in an acceptable manner and delivers appropriate transport infrastructure to optimise accessibility by a choice of transport modes.
- v. Sustainability - ensuring that proposed scheme is as sustainable as is economically and practically possible in all senses, from energy and resource efficiency to accessibility in line with national, strategic and local policy requirements and best practice. This may include implementing a Sustainable Urban Drainage Solution as appropriate, in line with the opportunities presented by the site, ensuring that long term management and maintenance measures are in place. To aim for the highest sustainable energy solutions and low carbon development as soon as is practicable
- vi. S106/CIL - ensuring that the impact of the scheme on local infrastructure and services is fully mitigated and that the scheme contributes to the general improvement and regeneration of the area, and infrastructure to support growth.
- vii. Community Integration - ensuring that all uses within the proposed scheme are carefully assessed and are acceptable in terms of their impact on existing residents and communities in line with relevant planning policy and guidance as well as the potential regeneration benefits of the proposed scheme To ensure that community engagement is effective and meaningful, both the council and Applicant should start early, continue to communicate and ensure as many people as possible feel able to make a difference to their area. Identifying the preferred approach to community engagement (which may be based on the Statement of Community Involvement), including the identification of the communities to involve, the process of engagement and approach to incorporating their views, feedback and evaluation methods.
- viii. Employment - ensuring that the proposed scheme delivers supports employment and training opportunities during the construction phase and operation phase where possible, in line with relevant planning policy and guidance.
- ix. Daylight / Sunlight – ensuring that the proposed development causes no unacceptable harm to neighbouring properties. This issue should be addressed and considered fully, with impacts agreed prior to submission.
- x. Public Realm - ensuring that all aspects of design quality from the overall masterplan; public realm and architecture, to the impact of the proposed scheme on any heritage assets reach the appropriate quality threshold, having regard to relevant planning policy and guidance as well as the potential regeneration benefits of the proposed scheme.
- xi. Building Control - Building Control will provide an input to ensure that works proposed are provided with an overview from the construction perspective to ensure that proposals will meet the Building Regulations in respect of the design proposed. This will cover matters relating to the fire Brigade and fire resistance generally, Approved Document M in respect of housing projects and Thames Water advice. This inclusive approach ensures that all elements that can be dealt with in a scheme design can be dealt with as early as possible to prevent delays and additional costs incurring. This arrangement will not obligate you to subsequently use the same service once your application has been submitted.

## 9. Project Champions

- 9.1. The Project Champions shall be Ross Gentry on behalf of the council and Tom Minerva at Anthology Kennington Stage on behalf of the Applicant. Working together, their roles will include driving forward the project in line with the Project Plan and taking responsibility for decisions to be made on behalf of the relevant organisation.
- 9.2. The Project Sponsor will be Rob O’Sullivan on behalf of the council who will act as a ‘clearing house’ for any issue(s) that cannot be resolved by the Project team.
- 9.3. Any issues will normally be resolved at working level within 14 days. In the event of a failure to reach consent between the parties then the dispute shall be referred to the Project Champions for resolution with a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within 14 days on from the first resolution period.

**10. Project Team**

- 10.1. The PPA Project Team shall comprise appropriate representatives from both the council and the Applicant. Membership of the team may vary depending on changing project requirements. The council Project Manager will attend meetings when necessary and when the Project Manager is not available. The core teams are as follows:

**Developer Project Team:**

| Name                                        | Company                                | Contact details |
|---------------------------------------------|----------------------------------------|-----------------|
| <i>Planning Agent<br/>(Project Manager)</i> | <i>Donald Considine<br/>tp bennett</i> | [REDACTED]      |
| Architect                                   | [REDACTED]<br><i>GRID</i>              | [REDACTED]      |
| Developer                                   | [REDACTED]<br><i>Lifestory</i>         | [REDACTED]      |

**Local Planning Authority Team (LPA):**

| Name                                                                                                                                                                                                        | Position                                        | Contact details |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|
| [REDACTED]                                                                                                                                                                                                  | <i>Project manager</i>                          | [REDACTED]      |
| [REDACTED]                                                                                                                                                                                                  | <i>Head of Strategic Applications</i>           | [REDACTED]      |
| <i>Assistant Director Planning, Transport &amp; Development / Design and Conservation Manager / Transport and Public Realm Strategy Manager / Principal Urban Design Officer / Senior Transport Planner</i> |                                                 |                 |
| <i>Rob Bristow</i>                                                                                                                                                                                          | <i>Asst Director Planning &amp; Development</i> | [REDACTED]      |

- 10.2. Both the council and the Applicant shall seek to field other appropriate officers/advisors as and when the topic of discussion warrants it (see Project Plan and Programme below). The council shall adopt a

‘development team’ approach to the proposals, ensuring that it takes a joined-up and co-ordinated approach to the advice it gives and decisions that it takes.

- 10.3. The Project Managers (identified above) shall be responsible for arranging Project Meetings and co-ordinating and monitoring actions.
- 10.4. Progress of Pre-application discussions will be recorded on an Issues Tracker. The tracker will identify all relevant issues and record their status using a RAG traffic light system. The Council will update the Issues Tracker after each meeting and circulate for comment. Upon agreement, the Issues Tracker shall mark the status of the project.
- 10.5. Both the council and the Applicant agree to share key information relating to the Project.
- 10.6. The council and the Applicant shall inform the Project Champions of any necessary change in personnel/advisors as soon as reasonably practicable and, if possible, before such a change takes place.
- 10.7. Project Meetings shall take place at the times set out in **Appendix II** and/or any additional dates as agreed by the Project Manager and Planning Agent. This appendix also seeks to identify topics for consideration at the meetings, although this will be subject to review.

## **11. Member Involvement**

- 11.1. Members will be openly and appropriately engaged with the development of this project, whilst ensuring that their decision making function is not compromised.
- 11.2. Members will not be expected to express views about the overall planning merits of the case. The Applicant’s Project Team will not engage privately with Members without the prior knowledge of the council’s Project Manager. Any such engagement shall be in accordance with the Local Government Association’s ‘Member engagement in planning matters’ (2005) guidance document.
- 11.3. The council Project Team will be responsible for making sure that Members are kept informed about the progress of this project in a timely and appropriate manner.
- 11.4. Under the enhanced engagement service, it is intended that the project will be presented to ward members, then to local community representatives with ward members present then as a pre-application presentation item at the Planning Applications Committee. Finally, officers will meet with Ward Councillors just prior to submission to review progress and ‘mop up’ any outstanding issues.

## **12. Community Engagement**

- 12.1. Taking account of guidance in the National Planning Policy Framework (NPPF), the applicant’s project team will adopt the following principles in pre-application consultation over the proposals:
  - Involve consultees at the earliest possible stage in planning process;
  - Consult with people that live and work in the surrounding area;
  - Consultation to include ward members;
  - Consultation with other stakeholders where necessary;
  - Use methods and techniques that encourage involvement by all sectors of the community;
  - Keep the local community informed and updated with the latest information throughout the planning process;
  - Carry out consultation from an early stage so that comments can influence the emerging proposals;
  - Provide timely and appropriate feedback to consultees; and
  - Not to quote individuals in the submitted Statement of Community Involvement without seeking their permission in advance.

### **13. Internal Consultation**

- 13.1. Where the Applicant needs to make contact with officers of the council, whether on the council's Project Team or not, they shall do so by e-mail and copy in the council's Project Manager.
- 13.2. Where officers of the council need to make contact with any member of the Applicant's Project Team, they shall do so by email and copy in the Applicant's Project Manager.

### **14. Consultation with External Agencies**

- 14.1. Prior to the Applicant's Project Team discussing the proposals with external organisations (e.g. GLA), they shall inform the council's Project Manager. Where practicable, this will be at least 3 working days in advance of any meeting.
- 14.2. The Applicant's and council's Project Teams shall invite each other to all meetings they have with the GLA and Historic England wherever possible. The applicant agrees that responses received from the GLA and/or Historic England following such meetings shall be shared with LBL for further discussions

### **15. Application Documentation**

- 15.1. The parties to this Agreement agree that the applications shall be accompanied by a number of supporting documents details of which have been agreed with the council and are listed in **Appendix I**.

### **16. 3D modelling software from VU.CITY**

- 16.1. The council has acquired a bespoke VUCITY 3D model environment of Lambeth and central London to better understand the relationship and visual impact of development proposals within the borough.
- 16.2. VU.CITY allows for users to import 3D massing models to assess proposed schemes in context of the entire city of London by using the interactive tool set and view cameras.
- 16.3. The functionality of this software allows the identification of important or sensitive views, assessments of massing, scale and layout, and illustrates the relationship of proposals with their context.

<https://vu.city/>

- 16.4. If the 3D modelling is considered necessary for your particular scheme, we will require you to provide a 3D model of your development proposals which should meet the following specifications for insertion into the VUCITY model:
  - Geo-referenced position. The model should be geo-referenced in space to ensure an accurate insertion into the VUCITY model
  - Scale. Model should be correctly scaled to the appropriate dimension.
  - File format. The model should be in the original file format. Preferred file formats are FBX or Revit files but all standard 3D modelling formats are acceptable.
  - Simplified layers.
  - The 3D model should not be the final detailed design, but a basic model that illustrates the form and location of the proposed buildings.
  - Ensure the model is solely within your red line/development boundary and does not include proposals for adjoining sites.
  - Provided that the model created imports into VU.CITY there will not be a charge to upload your model. Please review VU.CITY's knowledge base for further details on format – found here:

## **17. The Applicant's Performance Standards**

- 17.1. The Applicant agrees to use its reasonable endeavours to achieve the following performance standards at all times:
- i. The Applicant Project Team shall present to council officers, for their comment, draft application material and supporting documents at least 10 working days before the target submission date.
  - ii. To carry out such further public consultation as may be reasonably requested by LBL as soon as reasonably practicable, having special regard to the LBL's Statement of Community Involvement.
  - iii. To consult with the Greater London Authority in respect of the Planning Application.
  - iv. To consult with Historic England and any other consultee in respect of the Applications where appropriate.
  - v. To wherever possible address any reasonable concerns raised by any consultee.
  - vi. To provide LBL with such additional information as may be reasonably requested within 10 working days of such written request from LBL (or such other time period as may be agreed) in order to enable LBL to discharge its responsibilities.
  - vii. To provide to LBL 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 item identified.

## **18. Agreement Retainer**

- 18.1. In signing up to a PPA, the LPA is giving a commitment to provide and/or retain for this agreement specific officer resources to support the applicant/developer with their project for a defined period of time.
- 18.2. It is accepted that during the course of a PPA issues (unforeseen or otherwise) may arise that require the applicant/developer to either limit the level of work required, or suspend work on a project altogether for a period of time.
- 18.3. Where work is suspended, unless otherwise agreed with the council, a retainer fee will be payable during any suspension in order to enable the LPA to maintain a resource for the applicant/developer for when they wish to re-engage.
- 18.4. Where the level of work is limited in engagement (rather than suspended) the applicant/developer will be invoiced a retainer fee, unless the value of the work undertaken (as time sheeted) exceeds the retainer fee for that month (i.e. the higher of the two values is invoiced, not both).
- 18.5. If advance notice (not less than 21 days) to suspend the PPA is provided to the LPA, the retainer fee is not chargeable. However, a reengagement fee (valued at the retainer value for a single month at the time of reengagement) will be charged. Suspension of a PPA does not guarantee an immediate officer resource allocation upon reengagement and will need to be discussed further with the LPA; in addition, a re-engagement meeting fee may be payable. Depending on the period of suspension, a revision of the original estimate rates may also be required.

### **Retainer Fee calculation**

- 18.6. The retainer fee is charged on all PPAs.

18.7. The retainer fee is charged at a flat 3% monthly for all PPA's valued at £49,999 and under. For agreements valued at £50,000 upwards, the fee starts at 5% per month. An additional 0.5% is charged per £10,000 as shown in the table below:

| Value of PPA Agreement (£) | % value of retainer | Equivalent fee (£) | Total over a typical 12 month PPA period (£) |
|----------------------------|---------------------|--------------------|----------------------------------------------|
| 50,000                     | 5%                  | 2,500              | 30,000                                       |
| 60,000                     | 5.5%                | 3,300              | 39,600                                       |
| 70,000                     | 6%                  | 4,200              | 50,400                                       |
| 80,000                     | 6.5%                | 5,200              | 62,400                                       |
| 90,000                     | 7%                  | 6,300              | 75,600                                       |
| 100,000+                   | 7.5%                | 7,500              | 90,000                                       |

18.8. The retainer fee, where it is applied, shall be in addition to any resourcing estimate as set out in Appendix III. It should be calculated as a total value (monthly fee multiplied by the number of overall months in the PPA) and is agreed herewith as £4,632/month.

## 19. London Borough of Lambeth's Performance Standards

- 19.1. The Local Planning Authority agrees to use its reasonable endeavours to achieve the following performance standards at all times:
- i. Respond substantively to all emails, letters and telephone calls within 5 working days of receipt. Where circumstances beyond the reasonable control of the council prevent compliance, the Developer shall be notified of such circumstances.
  - ii. To provide the Developer within 5 working days of any meeting, the action points arising from that meeting.
  - iii. To validate the Applications promptly within two weeks of receipt of all the documents listed in Appendix I and commence consultation on the Applications within one week of the validation of the Applications.
  - iv. To provide an advance copy of the draft conditions and draft S106 heads of terms in reasonable time for the Applicant to review and comment on them in detail 10 days prior to officers' report to Committee being finalised;
  - v. To refer the application to the Mayor of London at Stage 1 no later than 5 working days after validation of the planning application.
  - vi. To refer the application to the Mayor of London at Stage 2 no later than 10 days after Committee by LBL.
  - vii. If the LBL is minded to approve, to refer the application to MHCLG (if applicable) no later than 10 days after the Committee determination by LBL.
  - viii. To promptly instruct Solicitors to deal with the S106 Agreement process following a request in writing by the Applicants. To complete the S106 agreement no later than 6 weeks of the Committee determination by LBL.
  - ix. Subject to the completion of a S106 Agreement, to issue the Decisions on the Application(s) no later than 1 week following receipt by the council of any direction made by the Mayor of London or the Secretary of State (if applicable), whichever is received the later. Where circumstances beyond the

reasonable control of the council prevent compliance, the Applicants shall be notified by the council of such circumstances with 5 working days of the council being made aware of such circumstances.

## **20. Planning Obligations and Conditions**

- 20.1. The applicant shall have regard to the council's Local Plan Policy on planning obligations (Policy D4) and shall include details of the likely obligations to be provided with its pre-application consultation material.
- 20.2. The applicant shall include details of proposed Heads of Terms for planning obligations with the application documentation.
- 20.3. The applicant shall provide all necessary floorspace figures in order to establish the level of CIL liability.
- 20.4. The council's Solicitors will prepare the first draft of the S106 Agreement for review by the Applicant.
- 20.5. The council shall consult with the Applicant on the detailed wording of proposed planning conditions, giving them at least 10 working days to comment, before finalising these and setting them out clearly in the officer report to Committee.

## **21. Project Plan and Programme**

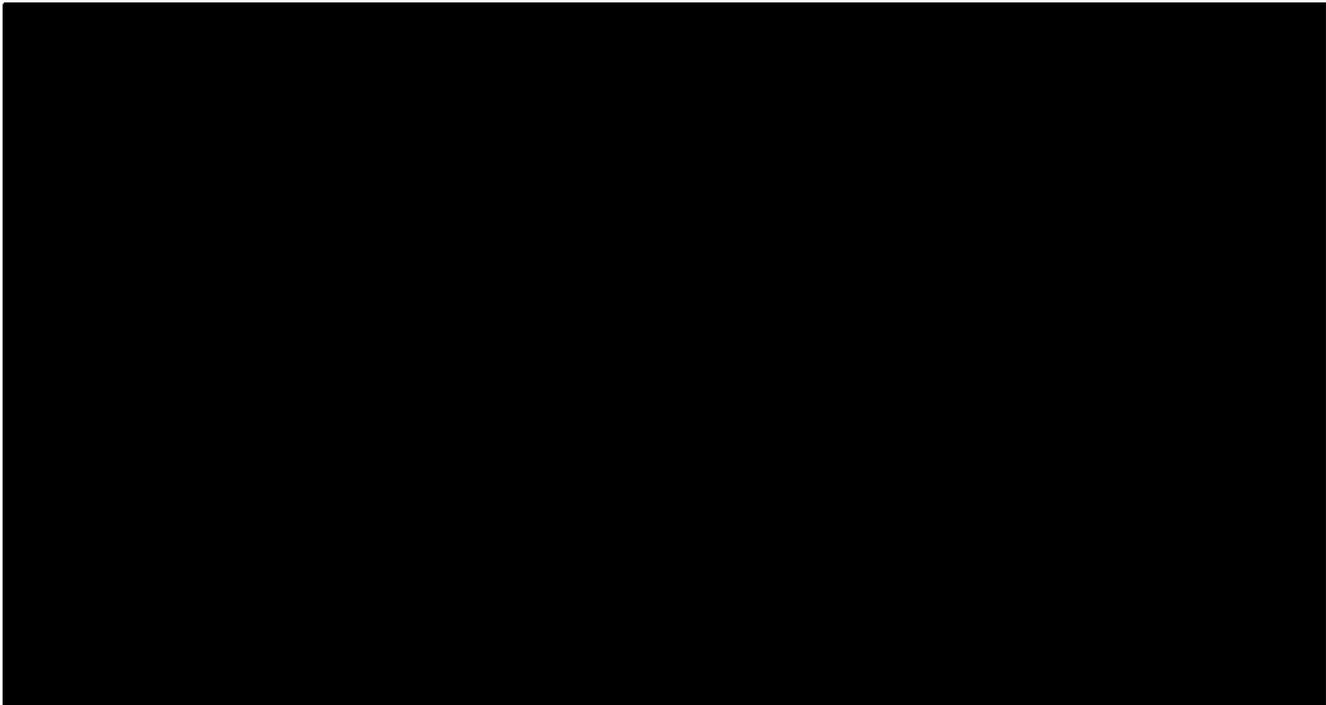
- 21.1. The council and the Applicant shall use all reasonable endeavours to meet the targets set out in the Project Plan attached at **Appendix II** or as amended.
- 21.2. The Project Plan shall be reviewed at the end of each Project Team meeting and agreed amendments to the Plan shall be made by the Applicant's Project Manager.

## **22. Resources**

- 22.1. No further work on this agreement will progress until payments against any initial high level meetings and Inception Meeting have been received.
- 22.2. The council has identified that it will need the resources outlined in **Appendix III** during the pre-application stages of the Project as well as the post submission work not covered by the application fee.
- 22.3. 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 fee.
- 22.4. Given the complexity of the issues to be considered and the desire of the Applicant and the council to meet the agreed timeframes set out in the PPA it is considered by both parties that a contribution by the Applicant towards the execution of the council's functions in the administration, consideration and determination stages of the planning application in addition to the relevant planning application fee, will be necessary.
- 22.5. The council will monitor time and resourcing. The Applicant will only be invoiced for time recorded. Where resources are less than outlined at Appendix III, this will be reflected in all invoicing. Where resources are likely to exceed that identified, the applicant will be advised in advance and can agree an extension to those resources if required. If the estimate is exceeded and the parties are unable to agree an extension, the council may be unable to resource any additional officer time, and work on the PPA will cease.

- 22.6. The council will submit an invoice at the end of each quarter for payment. A breakdown of the resources used during that quarter covering the reasonable costs of the relevant resources will be provided upon request by the Applicant.
- 22.7. All invoices will be issued with the following details 'Anthology Kennington Stage Limited,160-166 Borough High Street, London, SE1 1LB'. **It is the applicant's responsibility to ensure these details are correct at the point of signing.** Any variation to the invoicing details provided on this agreement which require credits and rebilling will incur a flat 5% charge against the original agreement value to cover additional administration requirements.
- 22.8. **All invoices must be paid upon receipt in line with the council's payment terms for invoices (Immediate on receipt or 21 days from the date of the invoice).** Failure to pay within the correct timescale may mean delays to the programme (including Technical Briefings etc) and/or a temporary suspension of work pending payment being received. A final decision notice may not be issued unless and until outstanding PPA fees (including external consultants costs) have been paid in full.
- 22.9. The applicant will ensure that all payments quote the relevant invoice number as reference number in line with the guidance on the back of the council's invoice.
- 22.10. The Applicant's contact for all invoice enquiries will be Neil 
- 22.11. In addition the applicant agrees to pay the reasonable costs incurred by the council in line with the estimates provided in Appendix III, unless agreed in advance, in respect of the following:
- Independent verification of the applicant's sunlight, daylight and overshadowing report;
  - Independent verification of the applicant's viability appraisal;
  - All legal costs associated with the preparation of the S106 agreement;
  - Independent verification of the applicant's sustainability assessment;
  - Independent verification of the applicant's environmental reports (including noise, air quality, contaminated land where appropriate)
  - The cost of any other external consultants; and
  - Any other topic areas to be agreed with the Applicants.

**SIGNED:**



## Appendix I

### Preliminary Schedule of Application Documents to be submitted

- *Planning application forms;*
- *Certificates;*
- *Site Location Plan;*
- *Planning application drawings*
- *Acoustic Assessment;*
- *Affordable housing financial viability assessment;*
- *Air Quality Assessment;*
- *Arboricultural Assessment;*
- *Archaeology Report;*
- *Contamination Assessment;*
- *Daylight and Sunlight Assessment;*
- *Design and Access Statement;*
- *Drainage Strategy;*
- *Ecological Assessment;*
- *Ecology Report;*
- *Energy Statement;*
- *Flood Risk Assessment;*
- *Landscaping Strategy;*
- *Lighting Assessment;*
- *Marketing Evidence;*
- *Noise Impact Assessment;*
- *Planning Obligations Heads of Terms;*
- *Planning Statement;*
- *Refuse and Recycling Strategy;*
- *Servicing and Delivery Management Plan;*
- *Statement of Community Involvement;*
- *Sustainability Statement;*
- *Transport Assessment;*
- *Travel Plan;*
- *Visual Impact and Townscape Assessment;*
- *Wind Study;*

## Appendix II: Project Plan

| Date          | ACTION                                                   | COMMENTS                                                                                                           |
|---------------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 15/02/2021    | Inception meeting.                                       | Discussions reviewing potential benefits of PPA as a route to the scheme's development                             |
| March 2021    | Parties sign PPA                                         | After initial meetings - no further meetings/work on project can be carried out in the absence of signed agreement |
| April 2021    | Start of regular pre-application meetings (5-6 meetings) |                                                                                                                    |
| 11 May 2021   | Design Review Panel                                      |                                                                                                                    |
| 28 June 2021  | Meeting with Ward Members                                |                                                                                                                    |
| 8 July 2021   | GLA pre-app                                              | LBL officers to attend                                                                                             |
| 14 July 2021  | Meeting with local community representatives             |                                                                                                                    |
| October 2021  | Pre-application presentation to PAC (tentative)          |                                                                                                                    |
| November 2021 | Pre-submission meeting                                   |                                                                                                                    |
| November 2021 | Submission of application                                |                                                                                                                    |

### Project Plan: Submission onwards

| W/C                   | ACTION                                                                                                                                                                                 | COMMENTS                                                                                                                                                                                                                                  |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| November 2021         | Submission of applications                                                                                                                                                             |                                                                                                                                                                                                                                           |
| Within 5 working days | Validation of applications by LPA, issue of letters of consultation, erection of site notices and placement of press advert<br><br>Council instruct consultants to review applications |                                                                                                                                                                                                                                           |
| December 2021         | End of Statutory Consultation Period – council provides initial feedback at meeting and subsequently in writing                                                                        | Meeting to follow receipt of the statutory consultation period, receipt of the GLA stage I response, receipt of the independent verification of the daylight/sunlight report and receipt of the financial viability assessment appraisal. |
| December 2021         | Meeting following end of consultation period, receipt of GLA Stage 1 response and verification environmental reports and viability appraisal                                           |                                                                                                                                                                                                                                           |
| December 2021         | Applicant prepares responses/amendments as considered reasonable and necessary and, where appropriate, circulates those to the relevant parties                                        |                                                                                                                                                                                                                                           |
| January 2022          | Re-consultation, readvertisement and/or negotiation on any material amendments to the scheme as may be received                                                                        | Should this be required                                                                                                                                                                                                                   |
| January 2022          | End of further consultation period                                                                                                                                                     |                                                                                                                                                                                                                                           |
| February 2022         | LPA officers to make resolution to either support the scheme or recommend refusal – such resolution to be conveyed in writing to the applicant                                         |                                                                                                                                                                                                                                           |
| February 2022         | Final agreement of Heads of Terms of the s.106 agreement                                                                                                                               | Only applicable if LBL officers are minded to approve                                                                                                                                                                                     |

|               |                                                                                  |                                                                |
|---------------|----------------------------------------------------------------------------------|----------------------------------------------------------------|
| February 2022 | List of conditions to be prepared by LBL and circulated for comment to applicant | Only applicable if LBL officers are minded to approve          |
| February 2022 | Technical Briefing                                                               |                                                                |
| February 2022 | Draft report to Lambeth legal officers                                           |                                                                |
| March 2022    | Final committee report due                                                       |                                                                |
| March 2022    | PAC Chair's Briefing                                                             |                                                                |
| March 2022    | Target Planning Committee date                                                   |                                                                |
| April 2022    | GLA Stage 2 Referral                                                             | Stage 2 if planning committee is minded to approve application |
| April 2022    | Fall back Committee date                                                         |                                                                |
| May 2022      | Fall back GLA Stage 2 referral                                                   | Stage 2 if planning committee is minded to approve application |
| June 2022     | Completion of s106 agreement                                                     |                                                                |
| June 2022     | Issue of decision                                                                |                                                                |

## Appendix III – LBL Resources

| <b>Planning, Transport &amp; Development Team</b>      | <b>Total (£)</b> |
|--------------------------------------------------------|------------------|
| Project manager                                        | 20,076.05        |
| Technical Support                                      | 415.55           |
| Design - Principal                                     | 478.00           |
| Design Lead                                            | 5,015.96         |
| Arboricultural Officer                                 | 956.00           |
| Senior Policy Officer                                  | 449.23           |
| Policy Lead                                            | 2,006.38         |
| Transport                                              | 3,346.01         |
| Transport Lead                                         | 1,003.19         |
| Strategic Applications Manager                         | 6,019.15         |
| Programme Management                                   | 1,003.19         |
| Head of Programme Management                           | 2,190.26         |
| Head of Building Control                               | 582.89           |
| Head of Policy and Place Shaping                       | 1,642.70         |
| Assistant Director PTD / Housing / Highways etc        | 4,302.37         |
| Dir Growth, Planning and Employment                    | 3,088.06         |
| Strategic Director SGO                                 | 1,062.39         |
| High Level Meeting (Strat Dir/DD/AD etc)               | 6,200.00         |
| Major Cases Meeting                                    | 3,745.00         |
| Management Meeting – Planning, Transport & Development | 722.00           |
| Pre-app presentation to PAC                            | 6,135.00         |
| Technical Briefing                                     | 6,135.00         |
| Design Review Panel                                    | £4,500.00        |

**Subtotal:** **£81,074.37**

| <b>Other Officers</b>           | <b>Total (£)</b> |
|---------------------------------|------------------|
| Housing                         | 880.32           |
| Communications                  | 440.16           |
| Crime Prevention Design Officer | 440.16           |
| Implementation / Section 106    | 440.16           |
| Streetcare officer              | 440.16           |
| Flood                           | 440.16           |
| Legal                           | 1,003.19         |
| Regeneration                    | 1,320.48         |
| Employment & Skills Officer     | 880.32           |
| Legal                           | 1,003.19         |
| Regeneration                    | 1,320.48         |
| Head of Economic Inclusion      | 530.43           |
| AD Economy & Inward Investment  | 572.39           |

**Subtotal:** **£9,711.60**

**Grand Total (Net\*):** **£90,785.97**

\* All Charges quoted are net and subject to the addition of VAT at the current rate.

**Note:**

The cost of other external consultants, including Legal, viability assessment, daylight/sunlight, sustainability, etc will be repaid by the applicant as set out in paragraph 22.12. The cost of this work will be agreed and confirmed with the applicant during the course of the PPA.

**Appendix IV: Schedule of Confidential material: checklist for applicants to complete**

**This schedule should be submitted with the signed agreement to indicate material in your submission that you consider to be commercially sensitive, or that you consider is confidential for some other reason. The responsibility of updating this schedule throughout the duration of the agreement lies with the Applicant.**

NOTE: The council may be obliged to disclose information in or relating to this pre application advice request following a request for information under the Freedom of Information Act or the Environmental Information Regulations. Please identify in the table below items which you consider are genuinely commercially sensitive or that you consider are confidential for some other reason.

You should note that although the council will take into account what an applicant says in this checklist, whether information is disclosed in the event of a request will be the council's decision.

| <b>Information / Document</b> | <b>Reference / Page No.</b> | <b>Reasons why the applicant does not want the information to be disclosed (identify if possible exceptions or exemptions considered relevant)</b> | <b>Time after which information will cease to be confidential/sensitive, if any</b> |
|-------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|                               |                             |                                                                                                                                                    |                                                                                     |
|                               |                             |                                                                                                                                                    |                                                                                     |
|                               |                             |                                                                                                                                                    |                                                                                     |
|                               |                             |                                                                                                                                                    |                                                                                     |
|                               |                             |                                                                                                                                                    |                                                                                     |
|                               |                             |                                                                                                                                                    |                                                                                     |
|                               |                             |                                                                                                                                                    |                                                                                     |

Note: To be kept with the PPA correspondence for consideration should a request for information under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 be received. This document can be destroyed in line with the retention and destruction schedule of Planning Performance Agreements.