

## PLANNING PERFORMANCE AGREEMENT (Agreed)

### Relating to

### LAND AT EDGINSWELL VALLEY, TORQUAY

#### 1. Introduction

- 1.1 This Planning Performance Agreement (PPA) covers the planning process in relation to the determination of a hybrid planning application at Land at Edginswell Valley, Torquay. The application seeks to secure full planning permission for approximately 115 homes and outline consent for approximately 435 homes at the above site (a combined total of 550 homes). The PPA is to cover the pre-application and post-submission period through to determination.
- 1.2 The agreement is made between the following parties:
  - Torbay Council; and
  - Cavanna Homes (Devon) Limited.
- 1.3 Land at Edginswell Valley is allocated for development in the adopted Torbay Local Plan (December 2015) under Policy SS2 (Future Growth Areas). The allocation at Edginswell is also considered in Policy SDT3 (Torquay Gateway).
- 1.4 To support the Local Plan, the Council approved a series of Supplementary Planning Documents (SPDs). Included within these was the Torbay Gateway (Edginswell) Masterplan (December 2015), which proposed the delivery of circa 550 homes together with 19,000 sqm of employment land at Edginswell. These uses are supported by the provision of a primary school, a village/local centre, care home, allotments and green space.
- 1.5 There is also the made Torquay Neighbourhood Plan (June 2019). It states, in Policy TS2, that major development proposals for Torquay Gateway will be supported where they contribute to meeting the objectives of the Neighbourhood Plan and they conform to the area wide masterplans adopted by the Council as SPDs.
- 1.6 The PPA aims to provide a project management framework and timetable within which to carry out the various stages of the application process.

- 1.7 Its purpose is to ensure that sufficient resources are in place, that all parties agree to the timetable and approach for the consideration of the application and there is a commitment to achieve a clear path towards enabling a fully informed decision in the most efficient way possible.
- 1.8 A PPA is appropriate in this instance due to the complex nature of the development proposals and the need for a number of issues to be resolved in pre-application discussions prior to formal submission.
- 1.9 This agreement will apply from the date the PPA is signed and shall remain in force until the decision date (being the date a planning decision is issued by the Council on the Planning Application) or unless otherwise agreed by both parties.

## **2. Development Objectives**

- 2.1 The vision for this development is:

*'To create a high quality residential-led development, setting an example in Torbay for the highest quality of design, including underpinning the creation of a special sense of place and community. It will meet the needs of the local community in terms of the provision of new market and affordable housing, the creation of significant areas of green open space, safeguarding of ecology and landscape corridors and the enhancement of sustainable transport links. The development would be in line with the policy requirements of the adopted Local and Neighbourhood Plans as well as material considerations such as the adopted Torbay Gateway SPD and the NPPF.'*

## **3. Key Matters**

- 3.1 The key matters to be addressed by the proposed development at Edginswell Valley are as follows:
  - *Housing:* The proposal will deliver a significant number of new homes for both market and affordable housing, thus responding to local need and demand;
  - *Green Infrastructure:* The proposal will provide high levels of green infrastructure in the form of informal space and movement corridors, and more formal play space;

- *Design:* The proposal will respond positively to local context and create built development to the highest possible standard in terms of sustainability, health and wellbeing, accessibility and space requirements;
- *Sustainable transport:* The proposal will prioritise sustainable forms of transport in terms of pedestrians, bicycles and access to public transport;
- *Biodiversity and Ecology:* The proposal will safeguard and maintain ecology corridors, and seek to protect and enhance existing vegetation, and achieve a net increase in biodiversity
- *Site Infrastructure:* The proposal will develop and implement a pragmatic, efficient approach to site drainage, infrastructure, utilities provision and the internal road network; and
- *Primary School and Associated Facilities:* The proposals will facilitate and accommodate the provision of a new primary school towards the later phases of development together with new community facilities.

### ***Community Engagement***

3.2 In addition to the above, community consultation and engagement is considered a key matter. Timings for the proposed engagement with the local community are set out in the project programme. However, it is proposed that a series of public exhibitions and/or website consultations will be held, together with the creation of a 'Local Steering Group' that will consist, of amongst others:

- The Torquay Neighbourhood Plan Forum;
- The Community Partnership; and
- Other interested parties.

### ***Member Involvement***

3.3 The involvement of Torbay Council members is considered important by both parties. Torbay Council will advise Cavanna Homes of the opportune time to inform and engage with Council members regarding the proposal. The input of Members is considered a critical element to the scheme and this PPA requires the Council (or its Officers) to identify appropriate opportunities to inform, present and advise members of the progress of the development.

### ***Third Party Consultation***

3.4 Meetings may be held by both parties with various statutory consultees or organisations. Within the context of this PPA, both Cavanna Homes and the Council will provide each other with full details of such meetings, with the other party being invited to attend as an observer (where relevant).

#### **4. Commitment to PPA**

4.1 The PPA is intended to act as a vehicle for Cavanna Homes and Torbay Council to come together to agree the process, tasks and timetable required to take the hybrid application to determination.

4.2 This PPA shall take effect on the Commencement Date and will continue in effect until the determination of the hybrid application. For the avoidance of doubt, the date of determination shall be the date a Decision Notice is issued in respect of the application.

4.3 Both parties will act in good faith in respect of all matters related to the applications and will work jointly in complying with their respective obligations under this PPA. In the event that there is a dispute or difference arising between the parties concerning any matter relating to the PPA, the parties shall work together to jointly enter into discussion in good faith to settle the dispute as soon as reasonably possible.

4.4 Both parties will address any requests for clarification and/or further information in a timely manner.

4.5 Both parties undertake to meet and/or discuss matters by telephone or e-mail in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute.

4.6 Both parties will use their reasonable endeavours to adhere to the timetable for the project, as set out at Appendix 1.

4.7 However, this agreement will not fetter Torbay Council in exercising its statutory duties as the LPA. It will not prejudice the outcome of the planning application or the impartiality of Torbay Council or dedicated officers.

4.8 Equally, this agreement will not restrict or inhibit the applicant from exercising the right of appeal under section 78 of the Town and Country Planning Act 1990 (as amended).

4.9 In these terms, the PPA will terminate immediately when:

- The developer submits an appeal in relation to the planning application under section 78 of the Town and Country Planning Act 1990 (as amended) or any other relevant statutory appeal; or
- The application is 'called in' for determination by the Secretary of State.

4.10 In the event that one party believes the other is not fulfilling their duties within the PPA they will serve notice in writing to the other party and allow 5 working days for a resolution to the issue be resolved. If this timeframe passes without resolution of the issues, the PPA will cease.

## **5. Performance Standards**

5.1 Cavanna Homes agrees to use its reasonable endeavours to achieve the following performance standards at all times:

- To provide to Torbay Council - at least 2 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;
- To provide Torbay Council with such additional information as may be requested within 10 working days of such written request (or such other period as may be agreed).
- To make all reasonable endeavours to work jointly with Torbay Council and to respond to requests for further information, points of clarification, or presentational 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.

5.2 Torbay Council agrees to use its reasonable endeavours to achieve the following performance standards at all times:

- Respond substantively to all emails, letters and telephone calls to the Council officers within 5 working days of receipt. Where circumstances beyond the reasonable control of the Council prevent compliance, Cavanna Homes shall be notified of such circumstances.
- To provide Cavanna Homes with written feedback following formal pre-application meetings within 5 working days from the date of that meeting.

- To provide Cavanna Homes within 5 working days of a meeting, the action points arising from that meeting.
- To undertake a pre-planning application submission vetting service. This will involve reviewing the information to be submitted with the hybrid application and ensuring that the reports and drawings meet the Council's requirements.

## **5. Confidentiality**

- 5.1 Pre-application advice provided by the Council is conventionally regarded as confidential at the time it is given. It is, however, subject to requests under the Freedom of Information Act 2000 or Environmental Information Regulations 2004.
- 5.2 In the interests of the Government's intention to improve transparency of data associated with viability assessment (see para 57 of the NPPF and associated Planning Practice Guidance), reports should be prepared on the basis that they will be made publicly available in full. However, information on financial viability can be commercially sensitive. In this situation, the Council will appoint an independent consultant to review the information. The developer's viability consultant will supply the commercially sensitive information directly to the consultant. The consultant will advise the Council based on this information, but not disclose the information itself. Any advice will be available to the public. In these circumstances, the Council may not require the full viability report to be published, but an executive summary will need to be produced instead.
- 5.3 If the developer believes any information submitted is exempt from publication, they should advise the Council at the time the information is submitted. The Council will then determine whether to release this information

## **6. Contact Details**

- 6.1 A team will be established to deliver the project. This team will meet regularly and will consist of Officers from the Council and members of Cavanna Homes' team. There will be a designated lead from the Council and Cavanna Homes, who will have responsibility for ensuring that project meets its stated aims and objectives.
- 6.2 The lead from the Council will also have the responsibility of ensuring that relevant Councillors and Partners are kept abreast of the project while the lead for Cavanna Homes will have similar responsibility in relation to the developer.

- 6.3 In addition, there will be a project manager for both the Council and Cavanna Homes. They will have day-to-day responsibility (with the leads) for the project.
- 6.4 This will include, but not restricted to, managing programme, co-ordinating consultees from the Council and inputs from the Cavanna Homes team, organising team meetings and managing necessary legal agreements. They will be the first point of contact for either site. Both the Project Lead and the Project Manager will be supported by a range of people to provide advice on the different aspects of the scheme. They form part of the project team for both parties and will be fully informed of their aspect of the scheme
- 6.5 The contact details for both parties are as follows (but may be updated over the course of the agreement):

Position	Who	Department	Contact details
<b>Local Planning Authority</b>			
Project Lead	Andrew England	Torbay Council	01803 208848 Andrew.England@torbay.gov.uk
Project Manager	Andrew Gunther	Torbay Council	01803 208815 Andrew.Gunther@torbay.gov.uk
	Jim Blackwell	Torbay Council	01803 207739 Jim.Blackwell@torbay.gov.uk
<b>Developer's Team</b>			
Project Lead	Ed Brown	Cavanna Homes	01803 618688 Ebrown@cavannahomes.co.uk
Project Manager	Elliot Jones	Boyer	02921 670588 elliotjones@boyerplanning.co.uk
Architect	Paul Osborne	LHC	01392 444334 POsborne@lhc.net
Highways/ Engineering	Nick Coles	Clarke Bond	01392 369098 NickColes@clarkebond.com
Ecology	Chris Turner	Green Ecology	01647 253652 christurner@green-ecology.co.uk

Arboriculture	Adam Earl	Green Ecology	01647 253652 adamearl@green-ecology.co.uk
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## **7. Project Programme**

- 7.1 The agreed project timetable is attached at Appendix 1. It is the responsibility of both parties to make reasonable efforts to adhere to the programme.
- 7.2 However, both parties will keep the timetable under review. It will be amended as necessary to take account of the comments and outcomes of the meetings and any relevant unforeseen matters that might arise.
- 7.3 Notwithstanding Paragraphs 4.7 and 4.8, both parties will seek to have agreed Heads of Terms and full draft detailed wording of a section 106 agreement in advance of the application going before the Council's Planning Committee to enable final signing and sealing of the S106 in a timely fashion.

## **8. Fees**

- 8.1 A fee is to be paid by Cavanna Homes to Torbay Council in relation to the undertaking of the PPA. This fee will be paid as follows:
- 8.2 A total combined PPA fee of [REDACTED]. This is to be paid in four equal tranches at the end of Phases 1, 2 and 3 with a final payment being made on validation of the application. For instance, the first payment ([REDACTED]) will be paid on the completion of phase 1 (21 February 2020).
- 8.3 Both parties note that the PPA fee relates to all pre-planning activity up to the submission of a full/outline/hybrid planning application. This fee is exclusive of any fee associated with and accompanying the submission of a planning application which will be considered and paid for separately.

## **9. Summary/Signatures**

- 9.1 The parties are committed to the principle of collaborative working and the terms of the PPA. The parties agree to the programme and timetable set out in Appendix 1 or as agreed to be amended by all parties.



Signed by the parties or their duly authorised representatives:

Signed

[Redacted signature]

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And duly authorised for and on behalf of Torbay Council

Date:

..... 12/12/19 .....

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Signed

[Redacted signature]

And duly authorised for and on behalf of Avanna Homes (Devon) Limited

Date:

[Redacted date]



STAGE	TASK	START	END	
<b>PPA prep</b>	Torbay Council (TC)/Cavanna Homes (CH) meeting to discuss draft PPA	05 November 2019	05 November 2019	
	PPA to be agreed and signed	06 November 2019	15 December 2019	
<b>Phase 1</b>	Design/Scheme progression	15 December 2019	25 January 2020	
	Agreement between parties in relation to first public exhibition and proposed members of local steering group	15 December 2019	15 January 2020	
	EIA Scoping Submission	10 January 2020	10 January 2020	
	EIA Scoping Review	10 January 2020	14 February 2020	
	LPA EIA Scoping Response	14 February 2020	14 February 2020	
	CH liaise with stat consultees	01 January 2020	31 January 2020	
	CH share stat consultees comments with TC	01 January 2020	05 January 2020	
	Organisation of first public exhibition or website consultation/ and internal CH discussions	02 January 2020	26 January 2020	
	First public exhibition or website consultation	27 January 2020	02 February 2020	
	Design Review Panel - initial consultation	27 January 2020	15 February 2020	
	Design/Scheme progression	16 February 2020	20 February 2020	
	TC/CH Progress Meeting 1	21 February 2020	21 February 2020	
	<b>Phase 2</b>	First local steering group meeting	25 February 2020	25 February 2020
		Agree joint scope for studies/reports across themes	22 February 2020	27 February 2020

	Design/Scheme progression	28 February 2020	10 April 2020
	TC CH progress Meeting 2	11 May 2020	11 May 2020
<b>Phase 3</b>	Second Local Steering Group Meeting	17 May 2020	17 May 2020
	Design/Scheme progression	17 May 2020	12 June 2020
	TC CH Progress Meeting 3	15 June 2020	15 June 2020
<b>Phase 4</b>	Third Local Steering Group Meeting	17 June 2020	17 June 2020
	Organisation of second public exhibition or website consultation advertisement of event/consultation	17 June 2020	24 June 2020
	Preparation of material for public exhibition	24 June 2020	3 July 2020
	Second public exhibition or website consultation	06 July 2020	17 July 2020
	Design Review Panel - second meeting	22 July 2020	22 July 2020
	Fourth Local Steering Group Meeting	24 July 2020	24 July 2020
	CH present to the Councillors	28 July 2020	28 July 2020
	Design Scheme Progression	29 July 2020	28 August 2020
	TC/CH Progress Meeting	01 September 2020	01 September 2020
	Design Scheme Layout Fix	01 September 2020	01 September 2020
<b>Phase 5</b>	Confirmation of all thematic issues addressed and/or fully explored	02 September 2020	02 September 2020
	Preparation of hybrid application and pre-application vetting of submission	03 September 2020	18 December 2020
	Preparation of S.106 draft	03 November 2020	18 December 2020
	Internal Cavanna Approval Process	21 December 2020	12 April 2021
	Submission of Hybrid Application	12 April 2021	12 April 2021
	Submit Heads of Terms and S.106 draft with the application	12 April 2021	12 April 2021
	21 day consultation period	10 May 2021	10 May 2021

	TC/CH Progress Meeting 5	07 June 2021	07 June 2021
<b>Phase 6</b>	TC provide copies of all statutory consultation responses to CH	28 June 2021	28 June 2021
	Further information requested by TC to be provided by CH	28 June 2021	26 July 2021
	TC CH Progress Meeting 6	02 August 2021	02 August 2021
<b>Phase 7</b>	All outstanding additional information/clarification on S106 planning obligations	23 August 2021	23 August 2021
	TC Committee Report prepared	30 August 2021	13 September 2021
	Planning Committee/ or officer delegation	20 September 2021	20 September 2021
	Following resolution, S106 to be finalised	27 September 2021	27 September 2021
	Decision notice issued	04 October 2021	04 October 2021
	Discharge conditions	11 November 2021	11 November 2021

