

PLANNING PERFORMANCE AGREEMENT

Between

Runnymede Borough Council
(‘The Council’)
And

DEFRA
(‘The Developer’)

Animal and Plant Health Agency, New Haw

Date: April 2025

Background and Purpose

Introduction

- 1.1 The Planning Performance Agreement (PPA) is a project plan framework for the Council and the Developer to manage the submission and determination of applications at the site for forthcoming two financial years.
- 1.2 This framework should:
- Improve and speed up the planning process by committing both parties to an agreed timetable.
 - Ensure all Partners are in agreement as to the manner in which the proposal is being taken forward, and to clearly understand roles, actions and timeframes.
 - Ensure all key planning issues are properly considered and resolved.
- 1.3 This PPA has been drawn up by the Council and the Developer and is in accordance with the guidance contained within DCLG/ATLAS Guidance Note “Implementing Planning Performance Agreements (April 2008)”.
- 1.4 This document is not a legal agreement.

The Scope

- 1.5 The scope of this PPA relates to all planning related matters resulting from the redevelopment coming forward at the site for the next two financial years. This principally relates to but extends beyond matters resulting from the grant of outline planning permission RU.24/0277. The PPA shall include discussions on any other applications currently on the site. It shall include any pre-planning application meetings, including those associated with the discharge of a condition. It may also require advice in respect of draft proposals and other matters and shall include fortnightly meetings, or alternate frequency as may be agreed, to discuss key planning and related matters.

The Partners

- 1.6 The Partners involved in delivering the project and subject to the PPA are:
- Runnymede Borough Council
 - DEFRA

2. Working Arrangements of the Partners

- 2.1 The objective of this PPA is one of co-operation and consistency throughout and to provide a degree of certainty for the intended outcomes and timescales, including regular review mechanisms, to improve the quality of the proposal and of the planning decision. It is also to agree to the requirements and methods for consideration and determination of applications.
- 2.2 The Term will be subject to review as may be agreed between DEFRA and RBC.
- 2.3 The fees for the agreement will be paid by the Developer within 30 days of receipt of an invoice.

General Principles

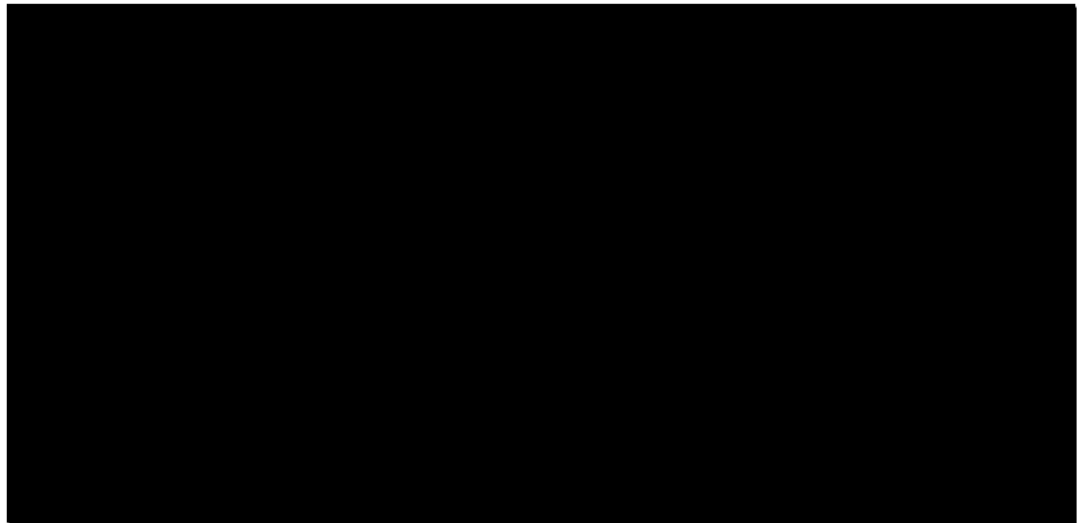
- 2.4 The Council and the Developer agree to be governed at all times by the following principles:
- Principle 1 – To work together as a team and in good faith, and to respect each other's interests and confidentiality.
 - Principle 2 – To commit and promptly provide information to support and manage the development process.
 - Principle 3 – To be transparent and consistent at all times so that outcomes are anticipated, defined and understood.
 - Principle 4 – To provide an effective involvement and consultation.
 - Principle 5 – To reach agreed milestones in the Key Issues/Task Plan and Project Programme which will remain fixed unless otherwise agreed.
 - Principle 6 – To identify and involve specialist consultees and advisors where appropriate.

Resources and Liaison

- 2.5 The Partners will comprise the Council and the Developer's teams, as defined below. The teams may be expanded by agreement.
- 2.5.1 The Council's key point of contact is Christine Ellera, Major Projects Officer and it is agreed that as a starting point all discussions will come through them. The following disciplines within the Council will be covered but not limited to by this Agreement:

- a) Environmental Health (noise, air quality and contaminated land)
- b) Drainage (recognising that the lead Local Flood Authority site at County level and is not part of the PPA)
- c) Arboriculture
- d) Planning Policy and Sustainability
- e) Ecology (including any consultant fees for Surrey Wildlife Trust)
- f) Section 106 and legal (excludes any associated legal fees)
- g) Others as appropriate

2.6 The Developer's key points of contact are the planning agents, Montagu Evans. The Developer's Team, which may be revised as required, is:



Performance Standards

- 2.7 The Council agrees to use its reasonable endeavours to designate a case officer who alone or as part of a team shall be responsible for seeing that the consideration of all applications is carried out in accordance with this agreement.
- 2.8 If the designated case officer should become unavailable during the term of this agreement for whatever reason, the Council agrees to designate an alternative planning officer who alone or as part of a team shall be responsible for seeing that the consideration of all applications is carried out in accordance with this agreement.
- 2.9 The Council shall provide a copy of all consultation responses from within 5 working days of receipt.
- 2.10 The Council and the Developer both jointly commit to the following standards:

- To use reasonable endeavours to adhere to the timetable for the project.
- Both parties will address expeditiously any requests for clarification and/or further information. Communications (email, telephone, or hard copy) shall be acknowledged within 3 working days where possible.
- The Council's Case Officer, Christine Ellera, and the Developer's key points of contact Jon Bradburn, Lauren Hawksworth and Bethan O'Sullivan will be copied into all exchanges of correspondence between any members of the Council's Project Team and the Developer's Project Team (unless otherwise agreed in writing by all parties).
- Relevant information will be circulated by all parties no later than 5 working days prior to a meeting.
- The Developer will circulate the agenda (as needed), unless otherwise agreed, no later than 5 working days prior to any meeting.
- Unless otherwise agreed, minutes will be circulated by the Developer no later than 5 working days after a meeting. Any comments on the minutes will be circulated no later than 5 working days following the receipt of the minutes. If no comments are received within this time period the minutes will be deemed approved by all parties.
- Both parties will undertake to meet and/or discuss matters by telephone or email in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute.
- The developer agrees to advise the Council at least 10 working days in advance of a formal submission of any application (this shall usually be as part of the fortnightly meetings). This is to ensure that where needed a high level approach is agreed between parties before submission.
- Notwithstanding the above it is agreed that before the submission of any application (including an application to discharge a condition) whereby drainage matters will be a consideration a high level note setting out the approach shall be submitted 28 days before submission to the Council. This will enable an initial review of the strategy and highlight areas, issues or matters which may need to be addressed as part of the formal submission. During this period, as necessary, the Council will request a meeting to discuss matters in advance of the formal submission. All drainage related meetings will be

attended by the Defra lead responsible for Site Wide drainage matters, to ensure consistency of approach across the site.

- In the event that the applicant is required to submit additional information following the receipt of an objection from consultees, the applicant agrees to respond with new information within 4 weeks of being advised of such an objection. Upon formal submission of new information, the Council will have 4 weeks to re-consult and issue a Decision Notice, if the information is acceptable.
- As part of any "drop in" planning application on the site the applicant agrees to having their solicitors review the submission and provide a legal opinion on if the application accords with the "Drop in Protocol" submitted as part of planning application RU.24/0277. This legal opinion will be public facing and will be provided as part of any submission where DEFRA is the applicant or within 28 days of any request by the Council where they are not. The applicant agrees to cover the associated costs of the applicants solicitors.

2.11 This agreement will not fetter RBC in exercising its statutory duties as local planning authority. It will not prejudice the outcome of the planning (and related) application(s) or the impartiality of RBC.

2.12 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).

Costs

2.13 The Council commits to:

- A receipt will be provided by the Council when payment is received as appropriate.

2.14 The Developer commits to cover:

- any relevant planning application fee as set out in The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (as amended)), any viability assessment and legal costs which are not accounted for by this PPA. (if applicable)
- The agreed fee for the services subject to this PPA (excluding VAT) per annum. This shall be due upon the signing of the PPA and shall provide for up to 480 hours officer time per financial year. This fee includes any internal

consultees and the Council's ecology advisors but excludes any further external consultants which shall be billed separately. Timesheets can be provided every quarter.

- In the event that officer time exceeds the agreed estimates or any external consultants are required then any additional fees will be based on the Council's current adopted fee rates at the time the work is undertaken, this shall be capped at [REDACTED] per annum. Officers shall periodically review ongoing costs and will identify early on if the agreed fees will likely be exceeded. The current rates are attached in Appendix 2.

Project Programme

- 2.15 The project programme is devised to provide a realistic timeframe for the application to continue to proceed. The programme is attached as Appendix 3. The timetable will be reviewed between both parties every 6 months or as agreed and amended as necessary to take account of any relevant unforeseen matters that might arise. Any revisions to the project programme shall be agreed in writing between the parties.

Planning application documents

- 2.16 A list of the planning application documents that are to accompany a planning application (including reserved matters) shall be agreed in writing with the Council before submission.

Confidentiality

- 2.17 Information held by public authorities is subject to provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. There can be no general presumption of confidentiality for information relating to this project. Each partner will cooperate as may be necessary to fulfil any statutory obligation relating to the disclosure of information.

Breach and Termination

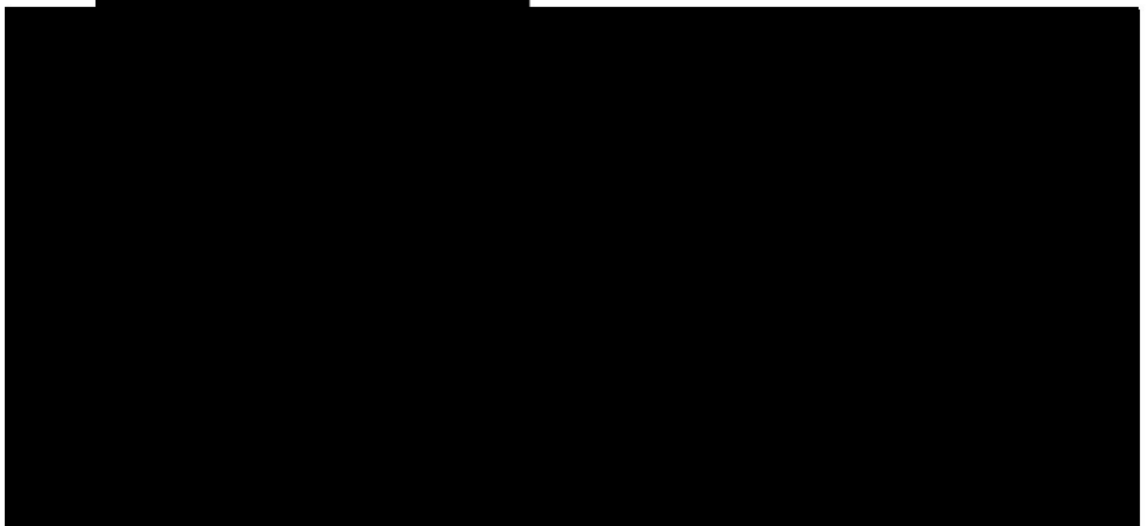
- 2.18 If any party shall commit any breach of its obligations under this Agreement and shall not remedy the breach within 20 working days of written notice from the other party to do so (or such longer period as may be agreed between the parties), then the other party may notify the party in breach in writing 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 the breach is within the control of the party that is in breach and is capable of being remedied. The Developer also reserves the ability to withhold the final payment if the agreed services consistently fails to be

adequately provided until the service issue is rectified. There will be no refund of any fees paid.

- 2.19 Any disagreement between the parties arising out of or connected to this Planning Performance Agreement shall be referred to the Senior Representatives below. The Senior Representatives shall hold discussions to resolve the dispute amicably on a full and final basis within 10 working days of receiving notice from either of the parties.

Ashley Smith Corporate Head of Planning, Economic and Built Environment I – Council Senior Representative

For and on behalf of the Secretary of State for Environment Food & Rural Affairs



3. Signatories

This Agreement is made between the following Partners on the date of: 20 May 2025

For the Council:

Date: 20/05/2025

Signature *Christine Ellera*

Name Christine Ellera

Position: Major Projects Planning Officer

For the Developer:

Date: *Colin Dingwall*

Signature

Colin Dingwall OBE

Appendix 1 - Site Plan as existing

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Key
Application Site Boundary
Land in Agriculture
Ownership

1	1:10,000	1:10,000	1:10,000
2	1:25,000	1:25,000	1:25,000
3	1:50,000	1:50,000	1:50,000
4	1:100,000	1:100,000	1:100,000
5	1:250,000	1:250,000	1:250,000
6	1:500,000	1:500,000	1:500,000
7	1:1,000,000	1:1,000,000	1:1,000,000
8	1:2,500,000	1:2,500,000	1:2,500,000
9	1:5,000,000	1:5,000,000	1:5,000,000
10	1:10,000,000	1:10,000,000	1:10,000,000

ARUP

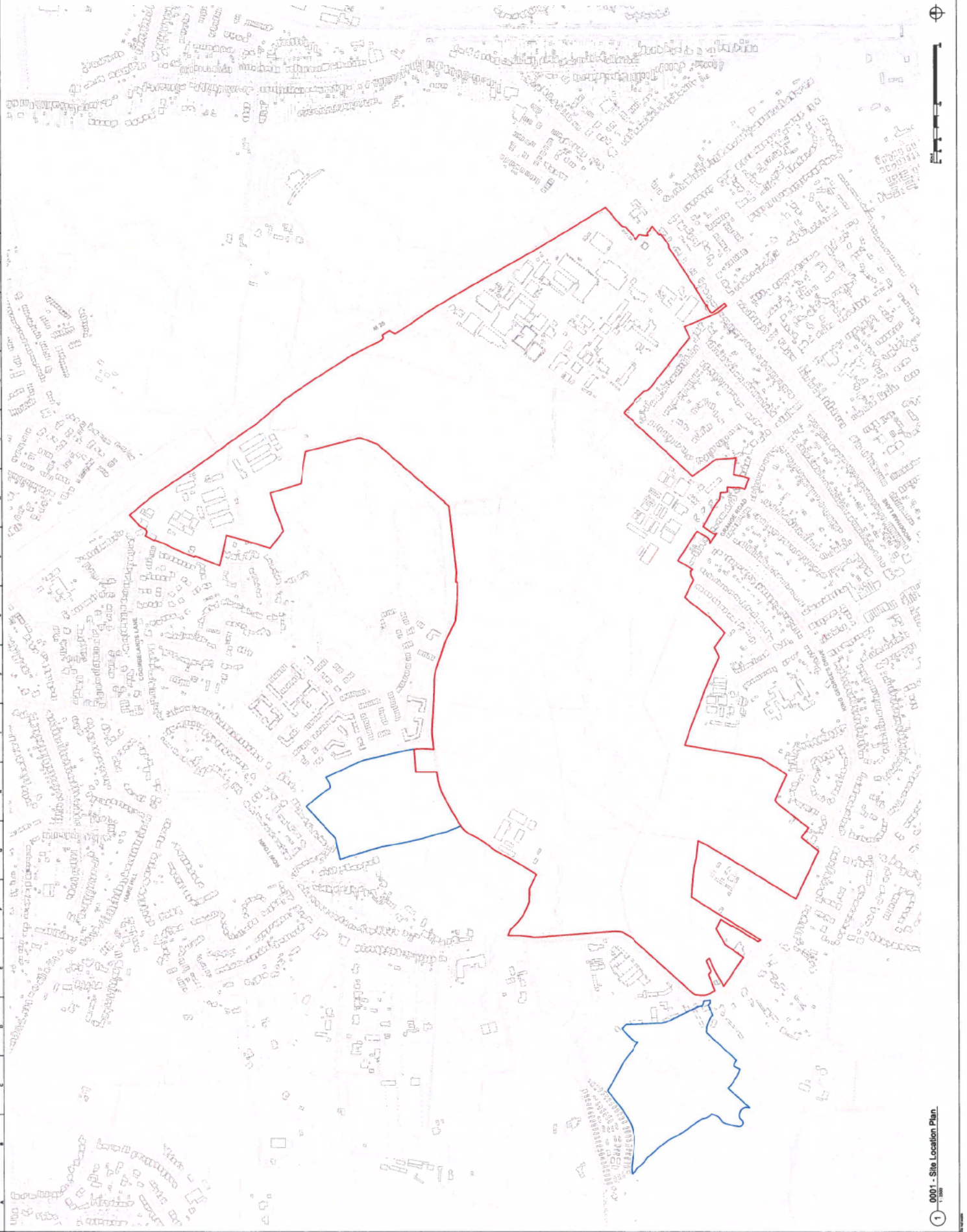
ARUP
10001 - Site Location Plan
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Appendix 2 – Officers current fee rate

Officer level	Hourly rate
Corporate Head of Planning, Economy & Built Environment	£200
Development Manager Local Plans Manager	£150
Assistant Development Manager or Major Projects Planning Officer	£125
Principal Planning Officer	£110
Senior Planning Officer	£100
Planning Officer Tree Officer CIL Officer	£90

- Contaminated Land/ Air Quality Officer is an equivalent to Senior Planning Officer
- Principal Drainage Officer is an equivalent to the Assistant Development Manager
- Any advice from Environmental Health will be done based on the equivalent officer rate identified above. By way of example the Environmental Health Manager rate will be the equivalent of the Development Manager.
- Ecology advice will be undertaken at the adopted rates by Surrey Wildlife Trust at the time that the work is given.
- All rates/fees exclude VAT.
- In the event external consultant fees will be required, these will be based on separate fees proposals as needed.

Appendix 3 – Project Programme

Application description	Anticipated submission date		Target submission
Discharge of condition 14 (Phasing Plan)	March 2025	Mace/WSP	28/03/25
Discharge of condition 15 (Construction Community Engagement Plan)	March 2025	Mace	21/03/25
[Phase by Phase only] Partial discharge of condition 17 (Site Waste Management)	Phase by phase	Contractor	
Partial discharge of condition 22 (Contaminated Land)	early March 2025	WSP - complete	21/03/25
Partial discharge of condition 24 (Contaminated Land)	March 2025	WSP - complete	21/03/25
Partial discharge of condition 27 (Archaeology)	March 2025	WSP - complete	21/03/25

Non-Material Amendment (S96a) application for: <ul style="list-style-type: none"> • Parameter Plan 2 (Demolition) to include Halls Cottage, remove building 266 from demolition • Parameter Plan 6 (Temporary Works) to include area for temporary steam replacement • Variation of wording for condition 21 to include No development (excluding demolition and site enabling works) and compliance only 	March 2025	Arup/ ME	21/03/25
<u>NON MOPA RELATED SUBMISSION</u> Submission of a RMA for B448 and substation at Coombelands under planning application ref. RU.22/1846	Late Feb/ early March 2025		

Condition 19 – Advanced permanent screen planting	March 2025	WSP draft complete	21/03/25
Reserved Matters Application for the demolition of Halls Cottage, development of a lorry holding area at Halls and the development of a temporary car park at main site (PR43) [and any associated discharge of conditions or works relating to PRoW] and submission of details relating to condition 7 (Construction Noise Survey and Impact Assessment)	May 2025		10/05/25
Reserved matters application for the development of a temporary steam replacement at Main Site (PR05)	May 2025		
Reserved Matters Application for the temporary development of a technical mock-up hub [and any associated discharge of conditions]	Autumn/ Winter 2025		
<p>*Condition 21 – Flood Compensatory Storage Scheme and Flood Defence Maintenance Plan</p> <ul style="list-style-type: none"> • Hydrology • BNG • Arboriculture • Terrestrial ecology • aquatic ecology • Site won material volume • WSI Archaeology 	May 2025		

*Reserved matters application for the development of a two-way construction access road and a temporary bridge [and any associated discharge of conditions] and any other strategic infrastructure n.b. + any amendments required to Parameter Plan/s	May 2025		
Reserved matters application for the refurbishment of FM facility (PR26/ B266 refurb) [and any associated discharge of conditions]?? May not need planning if like-for-like	May 2025		
Reserved matters application for the development of sitewide utilities infrastructure including substations, IT hubs, drainage, roads including Boundary Road North and West Drive (PR44 in accordance with PR46)	Mid-June 2025		
NON-MOPA RELATED Submission of RMA for B445 under planning application ref. RU.22/1846	June 2025		
Reserved matters application for the development of welfare facilities and office space (PR33/ B422A) [and any associated discharge of conditions]	July 2025		
Reserved matters application for early phases of landscaping works (detailed design) (PR46 Placemaking)	Autumn/ Winter 2025		

RM submission for PR46 site wide infrastructure i.e. substations, roads	Autumn/ Winter 2025		
Overarching site-wide landscape strategy update with BNG plan and HMMP to include LEMP as below.	Autumn/ Winter 2025		
Discharge of condition 28 – Habitat Management and Monitoring Plan (HMMP)	Autumn/ Winter 2025		
Discharge of condition 29 – Landscape Ecological Management Plan (LEMP)	Autumn/ Winter 2025		
Condition 16 – Employment and Skills Plan (implementation) - [with SES update from Main Contractors]	Spring 2026		
Reserved matters application for the development of science buildings, lab science buildings and an energy centre at Main Site (PR29/30/31).	Spring 2026		
Reserved matters application relating to The Grange access	Spring 2026		
Reserved matters application for the development of a hatchery at Coombelands and a roof to be installed over the Dung Clamps	2027		

Reserved matters application for the development of storage facilities including upgraded substation at The Grange	2027		
Reserved matters application for the development of a back up incinerator and other facilities management buildings in the north-east corner of Main Site	2027		
Reserved matters application for the development of facilities management and storage buildings in the east side of Main Site	2027		

Milestones to update the Phasing Plan (c. every 6 months)

1. On submission of strategic infrastructure details [June 2025]
2. After submission of overarching site-wide landscape strategy update with BNG plan and HMMP to include LEMP. [late 2025]
3. After submission of Reserved matters application for the development of science buildings, lab science buildings and an energy centre at Main Site (PR29/30/31). [Spring 2026]
4. Prior to submission of outstanding reserved matters applications [early 2027]

Every 6 months to submit an update to Phasing Plan or confirmation that there is no change up until start of Main Works.