

New Community Collaboration Partnership

Model Memorandum of Understanding

IMPORTANT NOTE: THIS DOCUMENT IS TO BE SIGNED BY ALL PARTIES PRIOR TO AND WITHOUT PREJUDICE TO THE DECISION BY UDC TO INCLUDE OR OMIT THE PROPOSAL FROM THE DRAFT REGULATION 18 LOCAL PLAN

1. PARTIES

- 1.1 XXXX Council (the “**Council**”)
- 1.2 XXXX Developments Limited (“**The Developer**”)
- 1.3 [xxxxx] (“The Owner”)

2. INTERPRETATION

“**Garden Community Principles**” means the garden city principles defined by the Town and Country Planning Association as summarised below:

- (a) land value capture for the benefit of the community;
- (b) strong vision, leadership and community engagement;
- (c) community ownership of land and long-term stewardship of assets;
- (d) mixed-tenure homes and housing types that are genuinely affordable for everyone;
- (r) a wide range of local jobs within easy commuting distance from homes;
- (f) beautifully and imaginatively designed homes with gardens, combining the best of town and country to create healthy, vibrant communities and including opportunities to grow food;
- (g) development that enhances the natural environment, providing a comprehensive green infrastructure network and net biodiversity gains and using zero-carbon and energy-positive technology to ensure climate resilience;
- (h) strong cultural, recreational and shopping facilities in walkable, vibrant, sociable neighbourhoods; and
- (i) integrated and accessible transport systems, with walking, cycling and public transport designed to be the most attractive forms of local transport.

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"Local Development Framework" means:

- (a) the allocation of the Site for the XXX NEW COMMUNITY within the adopted Local Plan;
- (b) any detailed development framework required for the XXX NEW COMMUNITY whether a development plan document, supplementary planning document or otherwise;
- (c) any CIL charging schedule;
- (d) any neighbourhood development plan; and
- (e) any infrastructure delivery plan.

"Local Plan" means the XXXX Local Plan 2024 and any adopted or modified by the Council after the date of this MOU

"MOU" means this memorandum of understanding

"The XXXX New Community" means XXXXXX New Community, a new community on the Site that will comprise up to XXXXX new dwellings and a range of local employment opportunities, services and facilities including schools, health, retail, leisure and open space.

"Site" means the land to be allocated in the Local Plan for the XXXX New Community.

"Vision" means a viable XXX new community that will be defined in the Local Development Framework but which, in summary, establishes a new development in the YYYY of the district that marries the best traditions of rural XXXX communities and the XXXX landscape with the Garden Community Principles and green, sustainable, net zero carbon and high-quality design so as to create a vibrant and healthy new 'enabled' residential community well linked to a thriving life science, technology and innovation 'phenomenon' business community supported by the required social infrastructure.

"New Communities Collaboration Partnership" is made up of a suite of documents to be entered into voluntarily by the Councils and the Developer and other parties who have responsibility for delivering a new community. This Memorandum of Understanding represents one of those documents. Other documents that will form part of the NCCP will include Planning Performance Agreements (related to the Local Plan and Planning Application); a potential Framework Agreement; a Section 106 Agreement and Further Agreements as necessary.

3. BACKGROUND AND AGREEMENT

Background

- 3.1 The Council is the local planning authority for the administrative area within which the Site is located and enters into this MOU pursuant to S1 of the Localism Act 2011 and S111 of the Local Government Act 1972.

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- 3.2 [The Developer has negotiated terms with the Owners of the Site and is promoting the Site for the development of the XXXX New Community on behalf of the landowners] or [the Developer is the freehold owner of the Site and is promoting the Site for development of the XXXX New Community]
- 3.3 [The Developer and/or the Owner(s) agree and acknowledge that this MOU sets out the planning requirements and principles for the basis on which the development of the Site will be promoted by [the Developer and/or the Owner]
- 3.4 The Site has been proposed to the Council as being and shall be suitable for development in response to the Council's Call for Sites in 2021 upon the premises set out in this MOU.
- 3.5 The Council is considering a number of different sites proposed in response to its Call for Sites 2021 and will be assessing appropriate sites as part of its Strategic Land Availability which will then be promoted as allocated sites in its Local Plan.
- 3.5 The Council is committed to ensuring sites promoted through its Local Plan are brought forward in accordance with and adhere to the Garden City Principles and the Vision.

Agreement

Vision

- 3.6 The Parties acknowledge that this MOU is being entered into in advance of the Council assessing the Site's suitability for inclusion in the Local Plan and that by entering into this MOU the Council is not committed to supporting the allocation of or promoting the allocation of the Site as part of its Local Plan (or Local Plan process). In the event that the Council concludes the Site is not considered appropriate for inclusion in the Local Plan then this MOU shall be of no further effect.
- 3.7 The Council and the Developer will work together to achieve the Vision in accordance with the terms of this MOU which will include (if the Site is to be promoted through the Local Plan) the promotion of policies in the Local Plan to secure the Vision.
- 3.8 In the event that the Site is included in the Local Plan, it is intended that this MOU and its principles will survive and be the basis, always consistent herewith, for establishing further and continuing obligations on the Parties.

Master Developer

- 3.7 The Developer will be the master-developer responsible for delivering the Vision. Throughout promotion and delivery phases, the Developer's role will be to lead on implementation and to manage the overall development process. In doing so the Developer will use its own expertise and shall appoint a professional consultant team as necessary to ensure proposals for the XXXX New Community are high quality and deliverable.
- 3.8 The Developer's master developer role includes (but is not limited to):

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- (a) ensuring and warranting that the necessary finance shall be available for the agreed strategic site-wide infrastructure;
- (b) ensuring that the necessary planning consents are to be made available in a timely manner;
- (c) procuring and/or funding the design and construction of strategic site-wide infrastructure;
- (d) marketing and procuring the disposal of individual sites for housing, employment, leisure, retail and green space etc;
- (e) making and establishing a longer term sustainable stewardship model;
- (f) procuring the entry at the applicable time by [sub-developers and builders] into a MOU in terms equivalent to these; and
- (g) providing assistance (as reasonably required) to the Council in promoting the Site allocation in the Local Plan to include entering into Statements of Common Ground .

4. WORKING COLLABORATIVELY AND IN PARTNERSHIP

- 4.1 The Developer and the Council have agreed to and shall work collaboratively in the planning and delivery of the XXXX New Community. XXXXX New Community Stakeholder Forum, the 'Stakeholder Forum', shall be established to act as a 'discussion group' and give advice, views and guidance to UDC Cabinet members and Council officers to guide the creation of the XXXX New Community so as to ensure that it will be a healthy, safe and vibrant place for living and working offering the opportunity of a high quality of life for all. The Stakeholder Forum will oversee the plan making, delivery and implementation of the proposed XXXX New Community in full compliance with the objectives and policies set out in the Local Plan.
- 4.2 The Stakeholder Forum shall comprise YYY district and county members, three representatives of XXXXXX together with a representative of the local Council and a representative of Homes England along with representatives of the existing and future community.

Importance of this Agreement to the Developer

- 4.3 The Developer and the Council recognise that the operation of the terms of this MOU will provide more certainty, allow procedural matters to be dealt with more expeditiously, and facilitate community and stakeholder engagement. The MOU also provides the basis for more resources to be applied to delivery with improved co-ordination between the parties and the potential to secure more funding and investment. The MOU also sets out a framework by which all parties may act as a significant advocate and voice for the new development.

Compliance with Town and Country Planning Association Garden City Principles

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- 4.4 The Developer and the Council support the Garden City Principles and the Developer acknowledges that the Garden City principles will be promoted by the Council as part of the policy requirements for the Site in the Local Plan and in this regard the Developer agrees:
- (a) the requirement to ensure that the XXXX New Community contains appropriate and adequate educational facilities including XX primary schools and YYY secondary school, alongside early years provision with the early delivery of a primary school as a means of helping to create a sense of place;
 - (b) the requirement to provide proportionate community and commercial facilities at an early stage including part of a local centre or the provision of flexible/meanwhile uses, even if this necessitates providing some level of subsidy in the early years to guarantee that these facilities are available;
 - (c) a commitment to deliver 40% affordable housing; and
 - (d) the importance of providing phased employment opportunities equivalent of one job per household with early delivery of new employment opportunities being an important ambition
- 4.5 The Developer and the Council will work closely on masterplanning and with the XXXX New Community Stakeholder Forum in order establish a detailed policy framework to:
- (e) secure the early delivery and extent of physical and social infrastructure where that would not lead to uneconomic and unsustainable development;
 - (f) ensure an appropriate level of integration required between the XXXX New Community and the surrounding area;
 - (g) agree the best funding, endowment and ownership mechanism to secure the long term stewardship and future of identified community assets;
 - (h) settle the location, and the detailed quantum of amenity greenspace to be provided at the XXXX New Community which could take the form of a new country park;
 - (i) establish the most appropriate, cost effective and sustainable forms of providing energy and water for the site;
 - (j) ensure that the affordable housing is genuinely affordable, of the right tenure and available to meet the housing needs of residents of the XXXX New Community and the surrounding areas; and
 - (k) to implement the agreed strategy of providing serviced employment plots which are of a size and location suitable for complementing employment provision elsewhere within the district and the surrounding area

Commitment to Net Zero Carbon, Quality and Best Practice

- 4.6 The Developer is committed to the XXXX New Community being a "best in class" community and this should include commitments to net zero carbon development. The Developer

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acknowledges that this will be a long term project and will therefore need to be capable of responding to changes in both market conditions and evolving standards such as changes to best practice as well as technical changes to building regulations and measures to enhance sustainability. However, evolving best practice commitments cannot be considered in isolation and will factor into wider discussions . It may also be necessary to agree a mechanism which achieves a degree of certainty of standards across particular phases, types of development or time periods so as to avoid undermining our jointly shared objectives for viability and deliverability.

- 4.7 The Council and the Developer will secure high quality design outcomes through the masterplanning processes, through compliance with agreed Design Codes and following advice from a local Quality Review Panel. Quality outcomes will extend to full community engagement through the principles of co-design. Quality considerations will also underpin long term maintenance arrangements for the public realm, and where appropriate reviews will be built into the Design Codes to maintain consistent and high quality design throughout the construction and long term management of the XXXX New Community.

Community Participation

- 4.8 The key principles of community engagement at the XXXX New Community for the Council and the Developer are:
- a) Engaging the community and stakeholders in the early stages of plan-making and taking a collaborative approach towards consultation.
 - b) Undertaking meaningful consultation, before applications for major development are submitted.
 - c) Recognising and enhancing a sense of identity with the local area, creating a local sense of pride and greater sense of 'community'.
 - d) Reaching out to those whose voices are seldom heard, being inclusive, fair and representative in the plan-making process.
 - e) Empowering communities through supporting localism, supporting neighbourhood planning and other community-related planning activities.
 - f) Providing the opportunity for feedback; considering all comments received through consultations on policies and making appropriate changes accordingly.
 - g) Ensuring consultation is worthwhile and achieves value for money by balancing cost, time constraints and available resources.
 - h) Continued engagement with community and stakeholders after a decision has been made on a planning application including S106 obligations.

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- i) Working to help establish sustainable and active local community groups and relationships.

4.9 The Council and the Developer will consult fully with the Forum in preparing plans and proposals for the XXXX New Community and will support the continued operation and evolution of the Forum to involve residents of the new Community as they occupy the XXXX New Community.

Stewardship

4.10 The Council and the Developer are committed to long term stewardship arrangements for the XXXX New Community. Long-term stewardship of an asset means ensuring that it is properly looked after in perpetuity. Under the Garden City principles stewardship is undertaken for the benefit of the community. 'The community' is described as those living in or working in the town or village. There are many ways to undertake this stewardship and the arrangements for the XXXX New Community will be in accordance with the following principles:

- a) public engagement and delivery will be linked;
- b) arrangements may not be restricted to the XXXX New Community site boundary;
- c) management will cover a wide range of community assets;
- d) long term revenue funding will be secured;
- e) any charges that apply to local residents will be related to the ability of the resident to afford the charge;
- f) land and property assets will be proactively managed and an entrepreneurial approach will be encouraged;
- g) good design will ensure that management costs are minimised;
- h) arrangements will develop as the community grows;
- i) good governance of the stewardship arrangements will be provided; and
- j) there will be transparency and good communication about the establishment and operation of the stewardship arrangements.

Delivery

4.11 The Council and the Developer are committed to deliver XX,000 new homes at the XXX New Community with XXXXX new homes being delivered by 20XX. This provision will be delivered in accordance with the housing trajectory set out in the Regulation 19 Uttlesford Local Plan

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with first completions to be secured before the end of March 20XX. The Council will consider the use of compulsory purchase powers and/or the use of a local delivery vehicle to facilitate delivery where this cannot be achieved by mutual agreement with the Developer.

- 4.12 The Council and the Developer anticipate that the XXXX New Community will come forward in phases and that there will be multiple housebuilders. In order to address delivery throughout an economic cycle, the Developer may propose options to the Council that enable a necessary and proportionate response to changes in circumstance. This will include looking at other forms of tenures such as the private rented sector and specialist housing and partnering with the Councils and registered providers (alongside traditional housebuilders) as a means of maximising the opportunities for keeping the delivery of the development on track.
- 4.13 The Developer will work with the Council to provide certainty and comfort that XXX new Community can be brought forward comprehensively which may include putting in place a planning framework agreement to identify and establish key site infrastructure, phasing, delivery and mechanisms for securing the Vision.

Cooperation

- 4.13 The Council and the Developer hereby commit to:
- (a) working together in good faith;
 - (b) having respect for each other's interests and commercial confidentiality (subject always to the Council's obligations pursuant to the Freedom of Information Act 2000 and the Environmental Information Regulations 2014 (as may be amended or replaced from time to time).;
 - (c) providing information in a prompt and proactive way to support and manage the processes associated with this MOU;
 - (d) working in a transparent and consistent manner in order that outcomes can be anticipated, defined and understood;
 - (e) agreeing on defined "milestones", which will be honoured and remain fixed unless otherwise agreed by all parties involved;
 - (f) each meeting their respective reasonable resource needs in prioritising the matters contained within this MOU; and
 - (g) identifying outstanding issues and agreeing reasonable and practical steps to effectively and efficiently resolve them wherever possible.
 - (h) Foster and implement best practices in relation to all of the above.

Developer/Owners

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- 4.14 [The Developer confirms in entering into this MOU that the requirements of this MOU have been disclosed to those parties with a freehold and leasehold interest in the Site and agrees that it will notify the Council of any changes to the freehold or leasehold interests in the Site and that this MOU will be disclosed to any party seeking subsequently to acquire the freehold or leasehold interest in the Site.]

- 4.15 The Owner(s) agree to notify the Council of any proposed changes to the ownership of the Site, will disclose this MOU to any proposed future Owner and in the event of sale will first procure the entry by any new Owner with the Council into a MOU in substantially similar terms to those contained herein.

- 4.16 If the Owner(s) replaces the Developer with an alternative Developer the Owner(s) agree it will require such Developer to enter into a replacement MOU in substantially similar terms to those contained herein.

Signed on behalf of: **Uttlesford District Council**

Signed on behalf of: **XXXXXX Developments Limited**

Signed on behalf of: **[Owner]**