

Memorandum of Understanding

The Tendring Colchester Borders Garden Community Housing Infrastructure Fund

The Parties

1. Essex County Council (ECC) and
2. Tendring District Council (TDC) & Colchester Borough Council (CBC) (collectively referred to as the LPAs)

Context

The Housing Infrastructure Fund (HIF) is a Government capital grant programme administered by the Ministry of Housing, Communities & Local Government (MHCLG). The aim of HIF is to deliver up to 100,000 new homes in England in the coming decades by funding the provision of new infrastructure to unlock residential development land.

Following MHCLG's shortlisting of the Tendring Colchester Borders Garden Community ('TCBGC') proposal, ECC collaborated with Tendring District Council (TDC) and Colchester Borough Council (CBC) to prepare a business case for the development of the A120-A133 Link Road and Rapid Transit System ('HIF Infrastructure'). The bid was announced as successful by MHCLG in August 2019.

The A120-A133 Link Road will provide a significant improvement to the North Essex strategic road network, reducing journey times and alleviated congestion within Colchester and the surrounding area to the east of the town. It will also provide the primary road access points to TCBGC, unlocking the development of the site and the delivery of 7,500 new homes.

The Rapid Transit System will create a step-change in sustainable transport in Colchester by providing commuters and travellers with a reliable, comfortable and frequent means of public transport. The new system will serve TCBGC and ensure that the new community meets the ambitious modal share targets contained in Section 1 of the Tendring and Colchester Borough Local Plans.

Since being informed of the success of the bid, ECC has been working with Homes England (acting on behalf of MHCLG) to enter into formal contract (Grant Determination Agreement (GDA)) with one another. Within the GDA there are a number of responsibilities on ECC as the Grant Recipient which will impact upon the delivery of the programme and ECC will ensure they keep the LPAs informed of progress or delays in this regard.

ECC has been working with TDC and CBC in their capacity as Local Planning Authorities for TCBGC to agree the content of relevant key documents including the Housing Delivery Statement and the Recovery and Recycling Strategy.

This Memorandum of Understanding has been drafted to set out how the Parties will work together towards their intended objective of unlocking development at TCBGC as well as demonstrating the LPAs agreement with the content of the Housing Delivery Statement and the Recovery and Recycling Strategy and is not intended to create any contractual arrangement between the Parties.

1. An open and constructive relationship

1.1 The Parties agree to enter into an open and constructive relationship in respect of the planning, delivery and monitoring of TCBGC. The Parties recognise that the delivery TCBGC, with a

capacity of 7,500 new homes, is a critical condition of the HIF grant funding and as such commit to using their reasonable endeavours to oversee the delivery of TCBGC in accordance with their powers and functions.

1.2 As part of this relationship, the Parties will share relevant information with each other in relation to the planning, delivery and monitoring of TCBGC when requested and wherever it would be reasonable to do so. This will include notifying each other in advance, wherever possible, of changes to relevant corporate priorities; policy proposals; and/or public pronouncements relevant to the planning, delivery and monitoring of TCBGC.

1.3 TDC & CBC agrees to share with ECC the following information about TCBGC where and when it is reasonable to do so and within the LPAs possession:

- The number of new homes commenced and completed;
- The tenure mix of the new homes commenced and completed;
- Evidence relating to the market absorption of new homes (such as occupation and sales data);
- Any changes to development plan documents, planning permissions or conditions which may affect the delivery of new homes at TCBGC;
- Any information that may come to the LPAs' attention relating to the deliverability of TCBGC, such as the publication of evidence base documents or submissions from third parties;
- Any relevant financial information to demonstrate TCBGC's ongoing viability;
- Any photographs, records, images, articles or illustrations relating to TCBGC (to the extent the LPAs are able to lawfully share and/or grant licences to ECC and its partners for their use in publicity); and
- Any other reasonable requests for information relating to TCBGC's planning, delivery or monitoring.

1.4 Where this information is not already in the possession of the LPAs, both Parties will go to reasonable efforts to obtain the information from the relevant developer (or other stakeholder) as part of its regular duties as a local planning authority monitoring the progress of a strategic development site.

1.5 ECC acknowledges that it is required under the terms of the HIF GDA to enter into a direct agreement with the Housing Developer and will include such terms and conditions within the agreement for the Housing Developer to provide any detail regarding delivery of TCBGC and thereafter share with the LPAs.

1.6 Any other requests for information in respect of TCBGC's development will be positively considered and acted on by the Parties unless it would be unreasonable to do so. The Parties will respond to each other's requests for information on TCBGC within a minimum of fifteen working days.

2. The Recovery and Recycling Strategy

2.1 The Parties agree that the Recovery and Recycling Strategy represents an equitable and pragmatic approach to the recovery of HIF funding from TCBGC's development and as such commit to using their reasonable endeavours to implement it.

2.2 To ensure the Strategy is followed the Parties will negotiate future planning contributions (via s.106 or otherwise) from the developer(s) of TCBGC in such a way that acknowledges the critical role the HIF grant has played in enabling its delivery.

2.3 The Parties will work together to ensure that TCBGC's dependence on the HIF infrastructure is effectively and comprehensively articulated where evidence is available to demonstrate that dependence including through the preparation of Development Plan Documents, Supplementary Planning Documents, and other relevant documents.

3. The Housing Delivery Statement

3.1 The Parties agree that the Housing Delivery Statement represents an accurate summary of the current planning status of TCBGC including TCBGC's intended route to delivery including the commencement and completion dates of housing.

3.2 The Parties will use its reasonable endeavours to secure, as a minimum, 30% affordable housing (as defined in the National Planning Policy Framework or successor document) of the total housing delivered at TCBGC in accordance with the relevant policy of the LPAs' Section 1 Local Plan.

3.3 The Parties agree that any changes to the information contained in the Housing Delivery Statement that it becomes aware of, such as (but not limited to) anticipated housing trajectories, planning statuses, land ownership or promotion agreements, TCBGC's residential development capacity, or TCBGC's anticipated tenure mixes, will be passed to the other Parties as soon as it is practicably possible to do so.

Annexes: *Housing Delivery Statement and Recovery and Recycling Strategy.*

Signed by the Parties:

Essex County Council [add name and position of appropriate person]

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Tendring District Council

Paul Michael Price Deputy Chief Executive, Corporate Director Place & Economy

Colchester Borough Council [Ian Vipond]

Date: [add date of signing]