

HARLOW & GILSTON GARDEN TOWN

Memorandum of Understanding

The cross-boundary Approach to the Consideration and Determination of Outline Planning Applications for the Gilston Area allocation and the Detailed Planning Applications for the River Stort Crossings.

Version 1 (April 2019)

This is a Memorandum of Understanding between the following authorities:

Harlow District Council
East Herts District Council
Epping Forest District Council
Essex County Council
Hertfordshire County Council

And supported by (non-signatories):

Harlow and Gilston Garden Town Member Board



List of Definitions

The following words and phrases shall unless the context otherwise requires bear the following meanings (and words incorporating the singular include the plural and vice versa and words importing any gender include every gender):-

“Applicants” Means Places for People Group Ltd and Briggens Estate 1 Ltd and “Applicant” means either or both of these parties whether or not Planning Applications have been submitted by either party.

“Applications” Means any or all of the Outline Planning Applications and the River Crossing Applications as defined in this Memorandum of Understanding.

“Councils” Means more than one or all of Harlow District Council (HDC), East Herts District Council (EHDC), Epping Forest District Council (EFDC), Essex County Council (ECC) and Hertfordshire County Council (HCC) or any group herein and “Council” will mean any one.

“Engrossment” Means the form of a legal agreement containing Planning Obligations entered into under Section 106 of the Town and Country Planning Act 1990 where it is considered by the parties ready to be signed.

“Formal Advice” Means a formal letter setting out officer advice provided by any Party to any Applicant.

“Garden Town” Means the Harlow and Gilston Garden Town.

“Gilston Area” Means the entirety of land which is subject to Policy GA1 of the adopted East Herts District Plan.

“Local Planning Authority” Means the public authority whose duty it is to carry out specific planning functions for a particular area. References in this MoU relate only to the planning functions with respect to the Gilston Area and/or River Crossing Applications.

“Members” Elected members of the Parties as defined in this Memorandum of Understanding.

“Outline Planning Applications” Means the planning applications that are anticipated to be submitted, separately, by Places for People Group Ltd and Briggens Estate 1 Ltd, for the Gilston Area with all matters reserved except for Access.



“Parties”	Means the authorities that are signatories to this Memorandum of Understanding and “Party” will mean any one.
“Planning Condition”	Means a condition imposed on a grant of planning permission (in accordance with the Town and Country Planning Act 1990).
“Planning Obligation”	Means an obligation entered into under Section 106 of the Town and Country Planning Act 1990 to mitigate the impacts of a development proposal.
“Planning Performance Agreement (PPA)”	Means any Planning Performance Agreement between the Parties and the Applicants pursuant to the Applications.
“River Stort Crossings”	Means the proposed enhancement to the existing 5 th Avenue River Stort Crossing and the proposed new Eastern River Stort Crossing.
“River Crossing Applications”	Means the detailed planning applications that are anticipated to be submitted by Places for People Group Ltd for the River Stort Crossings transport improvement between the Gilston Area, Strategic Transport Network and the wider Garden Town in accordance with Policy GA2 of the adopted East Herts District Plan and Policy SIR1 of the Harlow Local Development Plan Pre-Submission Publication.



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1. Background

- 1.1. Forming part of the Harlow and Gilston Garden Town (the Garden Town), the Gilston Area allocation for 10,000 homes is located within the administrative area of EHDC who are the Local Planning Authority (LPA), and the administrative area of HCC. The off-site assessment of impacts and negotiation of mitigations related to the Outline Planning Applications will require cross-boundary working within the Garden Town.
- 1.2. Works to existing and new River Crossings that will connect the Gilston Area, the strategic transport network and the wider Garden Town cross between the EHDC and the HDC administrative areas with both Councils having the responsibility for exercise of planning functions as LPA for their respective administrative areas. These also cross between both the HCC and ECC administrative areas. These applications are also expected to require cross-boundary working within the Garden Town.
- 1.3. This Memorandum of Understanding (MoU) is intended to set out how the Parties will work together when it comes to processing these Applications.
- 1.4. Nothing in this MoU will fetter the discretion of the Parties when it comes to determining the Applications. Furthermore, in the event that there is an inconsistency between the provisions of this MoU and the constitutional and governance requirements/arrangements of any Party, the latter will prevail.



2. Purpose, Scope & Nature

- 2.1. This MoU extends only to the cross-boundary approach to the shaping and determination of the Outline Planning Applications for the Gilston Area and the detailed River Crossing Applications and will not commit any Party to any similar arrangement on any other application.
- 2.2. Where the Application site boundary crosses LPA administrative areas separate planning applications will be submitted to each LPA. This MoU has been prepared on the understanding that neither EHDC nor HDC will delegate to each other or any other party any of their respective planning decision making responsibilities and each LPA will retain final responsibility for decision making in determining the development within its respective administrative area.
- 2.3. This MoU sets out the working arrangements necessary to ensure applications are processed in a co-ordinated and effective manner, specifically this MoU covers the approach to:-
 - 2.3.1. establishing and identifying policies, guidance, evidence and material planning considerations against which the applications will be considered and joint-working practices (Section 3);
 - 2.3.2. pre-application engagement with the applicants (Section 4);
 - 2.3.3. validation and registration of the applications and application fees (Section 5);
 - 2.3.4. statutory consultation on the applications (Section 6);
 - 2.3.5. engagement with Members on the applications (Section 7);
 - 2.3.6. engagement with the applicant to consider comments on the application (Section 8);
 - 2.3.7. drafting of planning obligations and planning conditions (Section 9);
 - 2.3.8. drafting of recommendations, committee arrangements and determination (Section 10);
 - 2.3.9. signing of legal agreements and issuing of decision notices (Section 11);
 - 2.3.10. pre-application engagement with the applicants on future applications (Section 12); and
 - 2.3.11. identifying appropriate planning resources requirements (Section 13).
- 2.4. This MoU remains a freestanding document and should not be used as a measure of performance for any Party that is a signatory to a PPA with the Applicants. This MoU is not contractually binding, deviation from the approach set out within this MoU will not constitute a breach or failure by any of the Parties in the undertaking of any of their respective statutory functions.
- 2.5. The Parties will seek respective approvals for these arrangements within this MoU where necessary in accordance with their constitutional arrangements and Member clearance processes.



3. Approach to Policies, Guidance and Garden Town Joint-Working

- 3.1. The applications will be shaped, assessed and determined against a range of policies, guidance and other material planning considerations and evidence having particular regard to Policies GA1 and GA2 of the EHDC District Plan and Policies HGT1 and SIR1 of the HDC Local Development Plan Pre-Submission Publication, HCC Local Transport Plan 4, the Garden City Principles, the Garden Town Vision, the Gilston Area Concept Framework and Officer Report and the Garden Town Infrastructure Delivery Plan (IDP).
- 3.2. The Parties agree to share and consult each other in relation to any review, modification or publication of their respective policies, guidance and evidence where these may have a bearing upon the applications covered by this MoU, including (not an exhaustive list):-
 - 3.2.1. HDC Harlow Local Development Plan Pre-Submission (May 2018) undergoing examination; and HDC Town Centre Area Action Plan;
 - 3.2.2. EHDC SPDs: Affordable Housing; Air Quality; Custom and Self Build Housing; Open Space, Sport and Recreation; Governance and Stewardship; Gilston Area Charter; Vehicle Parking;
 - 3.2.3. EFDC Epping Forest District Local Plan Submission Version 2017, undergoing examination;
 - 3.2.4. HCC Hertfordshire Minerals Local Plan Proposed Submission 2019; HCC A414 Corridor Study; and HCC Planning Obligations Toolkit.
- 3.3. The Parties agree to work jointly and co-operatively in respect to the Garden Town including on the preparation of joint guidance and evidence which may have a bearing upon the applications covered by this MoU, including (not an exhaustive list):-
 - 3.3.1. Garden Town IDP and Strategic Viability Study (Published April 2019);
 - 3.3.2. Garden Town 'How To' Guide for Planning Obligations, Land Value Capture and Development Viability (Published April 2019);
 - 3.3.3. Garden Town Transport Strategy (draft published for consultation in 2019);
 - 3.3.4. Garden Town Planning Obligations SPD;
 - 3.3.5. Garden Town 'How To' Guide for Sustainable Community Transport Hubs;
 - 3.3.6. Garden Town 'How To' Guide for a Healthy Town;
 - 3.3.7. Garden Town 'How To' Guide for Education;
 - 3.3.8. Garden Town 'How To' Guide to Stewardship Principles;



- 3.3.9. Garden Town Housing Plan;
 - 3.3.10. Garden Town Economic Development Plan;
 - 3.3.11. Garden Town Digital Strategy.
- 3.4. Through the Garden Town the Parties have appointed joint advisors which may be involved in shaping, assessing and determining the applications covered by this MoU. At the time of preparing this MoU, including (not an exhaustive list):-
- 3.4.1. Garden Town Legal Advisor – Weightmans have been appointed in respect to the drafting and negotiation of planning obligations and general planning legal advice;
 - 3.4.2. Garden Town Development Viability Advisor – BPS Chartered Surveyors have been appointed in respect to the assessment of application delivery and viability statements;
 - 3.4.3. Garden Town Land Assembly Advisor – Cushman & Wakefield have been appointed in respect to monitoring the assembly of land to deliver growth and infrastructure and, where necessary, justified and agreed by the Parties, acquisitions, including Compulsory Purchase.
- 3.5. The Parties intend to work positively and cooperatively to achieve delivery of sustainable growth in the Garden Town including through securing external funding to support the activities of the Garden Town Officer Group and Board and for delivery of infrastructure and unlocking growth which may have a bearing upon the development within the applications covered by this MoU, including (not an exhaustive list):-
- 3.5.1. HIF – The Parties have worked jointly, led by HCC, to prepare a Housing Infrastructure Fund Bid for forward-funding of key infrastructure in the Garden Town including the delivery of the River Stort Crossing works and the delivery of a Sustainable Transport Corridor that will connect the Gilston Area to Harlow town centre.
- 3.6. Throughout the above, and any other related activities, the Parties agree to work positively and proactively to identify matters that may have a bearing upon the shaping, assessment and determination of the applications covered by this MoU. Such matters will be identified to representatives of all Parties through the forum of the Garden Town Officer Working Group and Member Board.



4. Approach to Pre-Application Engagement

- 4.1. The Parties offer to work jointly and co-operatively with the Applicants in relation to pre-application engagement on the Applications in accordance with terms to be agreed through a PPA. EHDC will lead in co-ordinating the pre-application process between the Parties and the Applicants.
- 4.2. Each Party will identify through the PPA a single individual, or pair of individuals, within their organisation as their Project Lead. The Project Lead will be responsible for: identifying relevant individuals within their own organisation that should be engaged in matters that are being discussed with the Applicants; disseminating information to and from those relevant individuals; co-ordinating attendance of relevant individuals at meetings or on telephone calls; and collating comments from those individuals to provide comprehensive comments as part of a pre-application or formal application consultation. All information provided by a Party to the Applicant will be copied to EHDC.
- 4.3. Pre-application engagement with the Applicants is considered to have formally commenced on 1st February 2018 with the Applicants working jointly on all matters and changed on 20 April 2018 to the Applicants working separately except in regard to a limited range of matters. Engagement undertaken prior to these dates primarily related to the process of the plan making and examination of the EHDC District Plan and remain relevant, however, it should be recognised that it was provided outside the scope of a formal pre-application process.
- 4.4. Where appropriate, the Parties intend to jointly prepare pre-application Formal Advice to the Applicants in response to pre-application engagement and to share any Formal Advice that is not produced jointly with the other Parties. EHDC will lead in preparing joint Formal Advice to the Applicants in relation to all four Applications. EHDC will share draft joint Formal Advice to enable contributions and endorsement from the other Parties. Formal Advice provided to the Applicants will state clearly which Parties have contributed and endorsed the advice and identify where it is subject to any caveats.
- 4.5. The Parties recognise that pre-application written advice is provided as the advice of a named professional officer of an individual Party and as such it may not be possible or appropriate to reflect all comments received from all Parties. For the avoidance of doubt pre-application advice is provided without prejudice to the final determination of any planning application.
- 4.6. The joint working arrangements set out in this MoU do not extend to Regulations 6 and 15 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 in relation to responding to requests for Screening or Scoping of Environmental Impact Assessment. This is in recognition of the fact that Scoping Opinions have been provided to the Applicants separately by EHDC and HDC informed, separately by engagement with the other Parties and other stakeholders as set out in those Scoping Opinions.



5. Approach to Application Submission, Validation, Fees and Registration

- 5.1. EHDC and HDC as LPAs (see below) agree to prepare an Application Procedures Manual that covers joint procedural arrangements for processing the applications.

Outline Planning Applications:

- 5.2. The Outline Planning Applications are wholly contained within the administrative area of EHDC who will be the sole recipient of the applications; have the sole responsibility for undertaking validation checks in accordance with national and local requirements; have the sole responsibility for registering the applications and undertaking statutory consultation; and will be the sole recipient of the application fees, anticipated to be calculated as:-

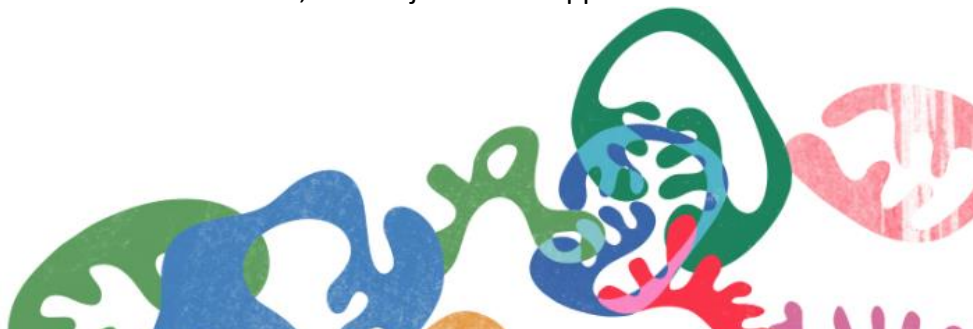
- 5.2.1. The application fee will be calculated based upon the 'Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012' (as amended), fees applicable from 17 January 2018, for Outline Applications with a Site Area more than 2.5 hectares. It is anticipated that for each site the respective site areas will result in fees constituting the maximum of £150,000.

River Crossing Applications:

- 5.3. The River Crossing Applications will constitute development works within the administrative areas of both EHDC and HDC. As set out in National Planning Practice Guidance "Where a site which is the subject of a planning application straddles one or more local planning authority boundaries, the applicant must submit identical applications to each local planning authority" and "The planning fee is payable solely to the authority of wherever area contains the larger or largest part of the whole application site." [Paragraph: 011 Reference ID: 14-011-20140306].

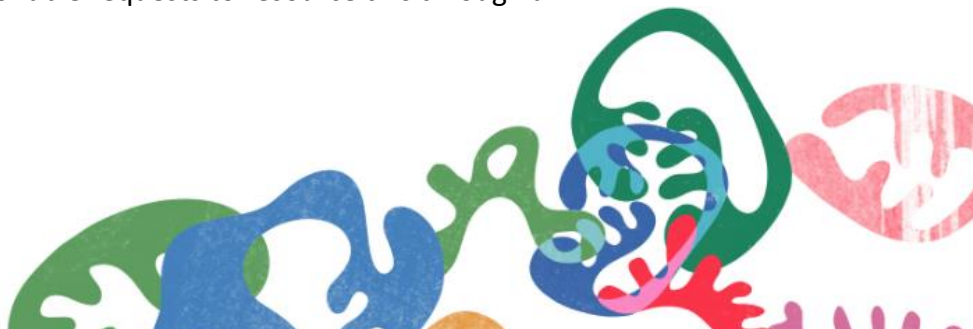
- 5.4. In accordance with the above, EHDC and HDC will each be recipients of identical and complete applications relating to each of the two River Crossings and will be responsible for undertaking validation checks in accordance with national and local requirements. The Applicant will pay the respective application fee to the LPA containing the largest part of the site for each application. EHDC and HDC agree to share the fee equally to contribute towards their respective administrative costs. Subject to confirmation the application fees are anticipated to be calculated as:-

- 5.4.1. The application fee will be calculated based upon the 'Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012' (as amended), fees applicable from 17 January 2018, for Applications other than Building Works (Other operations) the anticipated fees would be £234 for each 0.1 hectare (or part thereof) up to a maximum of £2,028 payable for each part of the site within each administrative area, calculated separately, or 150% of the fee payable for the whole site area, subject to the maximum, whichever is the lesser. A maximum payable fee for each River Crossing submitted to the LPA that contains the largest part of the application site (assumed to be EHDC for both River Crossing applications) would therefore be £3,042 subject to the application site areas.



6. Approach to Application Consultation

- 6.1. EHDC has sole responsibility as LPA for the Outline Planning Applications; however, EHDC recognises that impacts and interest may extend into the wider Garden Town. The Parties will identify to EHDC any additional stakeholders that they consider should be consulted by EHDC on the applications and will assist with the administrative process of contacting those stakeholders.
- 6.2. As set out in National Planning Practice Guidance “Where an application straddles the boundaries of two or more local planning authorities, publicity should be undertaken separately in each local planning authority area. The authorities will need to agree between themselves whether publicity beyond the statutory minimum is appropriate” [Paragraph: 008 Reference ID: 15-008-20140306]. In accordance with the above, EHDC and HDC recognise that they each have a statutory duty to ensure the River Crossing applications are publicised in their respective authority areas.
- 6.3. EHDC and HDC have agreed to manage the River Crossing applications through a joint working process with a single dedicated case officer considering the applications against both the EHDC and HDC Development Plan Policies. The Case officer will maintain regular reporting to officers of both EHDC and HDC in the consideration of comments provided to the River Crossing Applications and will continue to work in accordance with joint working arrangements set out later in this MoU. EHDC and HDC will agree further joint procedures through an Application Procedures Manual.
- 6.4. EHDC will request from the Applicants for all applications a single full hard copy of all the application documents to be provided to each of the Parties for assessing the applications and two full hard copies for exhibiting the applications to the public. One full hard copy of the planning application will be made available for the public to view at each of EHDC and HDC offices. EHDC will request from the Applicants six hard copies of key documents (to be agreed with the Applicant) for provision to the following local Parish Councils and Community Groups:-
- 6.4.1. Eastwick & Gilston Parish Council;
- 6.4.2. Hunsdon Parish Council;
- 6.4.3. Widford Parish Council;
- 6.4.4. High Wych Parish Council;
- 6.4.5. Hunsdon, Eastwick & Gilston joint Neighbourhood Plan Group;
- 6.4.6. Hunsdon Neighbourhood Plan Group.
- 6.5. EHDC have indicated that these applications will each be subject to an extended 8-week public consultation. HDC, EFDC, HCC and ECC agree to provide a collated set of comments each on the application, in their respective functions as consultees, within this consultation period, subject to the Applicant agreeing the reasonable requests to resource this through a PPA.

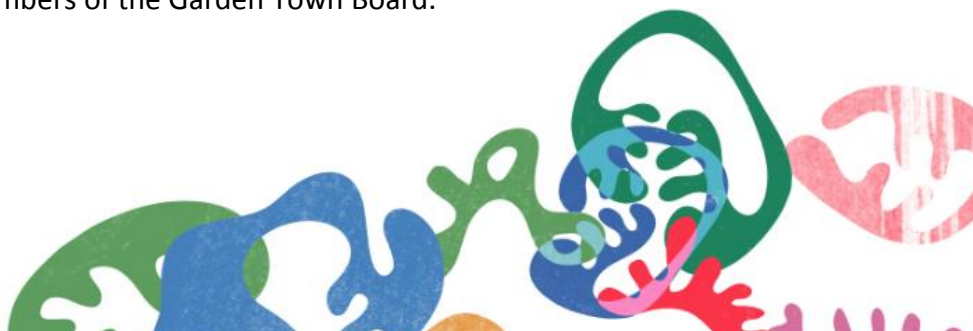


- 6.6. EHDC will upload all application information onto the EHDC Planning Public Access website under the corresponding EHDC application references (these will be available to search at <https://publicaccess.eastherts.gov.uk/online-applications/>). EHDC will provide a link to the applications from the EHDC Harlow & Gilston Garden Town webpage (<https://www.eastherts.gov.uk/gilston>) and will upload key documents to this webpage for easy access. HDC will provide a link on their website in order to direct all consultees on the River Crossings Applications to the EHDC Planning Public Access website in order that comments are provided to a single online system. EHDC and HDC will agree procedures through an Application Procedures Manual to ensure a complete record of all River Crossings Applications comments received by other means are passed without undue delay to the dedicated case officer for consideration in the assessment of the applications.
- 6.7. Shortly after commencement of the statutory consultation of the applications EHDC will exhibit material on the applications through public exhibition events held in East Hertfordshire and Harlow. These events will be attended by EHDC officers to answer queries on the application process; how and where to view the applications; and how to make comments. HDC will work with EHDC to help publicise these events and HDC officers will attend any event held in Harlow.
- 6.8. Should amendments be submitted by the Applicants to any application EHDC and, where appropriate, HDC will consider whether the nature and scale of such amendments require re-consultation and, if they are deemed to do so, any re-consultation will be for a minimum of 30 days, or an extended period to be agreed. The views of all the Parties will be sought and considered in this decision.
- 6.9. For the avoidance of doubt, any comments received after the expiry of a consultation period will still be taken into account up until the applications are determined, these will be reported by officers as late comments.



7. Approach to Pre-Determination Member Engagement

- 7.1. The Parties recognise that the Applications may give rise to considerable public interest and may be considered complex in their scale and nature. In addition to the application exhibitions and the extended consultation period set out above the Parties recognise the requirement for means for Members to be engaged in the application process in order to support them in representing and responding to public interest. The Parties recognise that such support should be available to Members from all Parties.
- 7.2. To support Members, EHDC will co-ordinate Member engagement, inviting relevant Members from all Parties, at key stages during the application process, including:-
- 7.2.1. Shortly after commencement of statutory consultation of the Outline Planning Applications and the River Crossing Applications EHDC will consider convening a Member Briefing event at which: the Applicants may be offered the opportunity to present on the content of their applications, within a time restriction to be identified. Such event would be held in public at either the EHDC or HDC Council Chamber or other suitable venue.
- 7.2.2. At least one month in advance of each of the Outline Planning Applications or River Crossing Applications proceeding to a Planning Committee for determination, and prior to the relevant LPA publishing its officer report and recommendations, EHDC will consider convening a Member Briefing event at which: Officers may brief Members upon the status of the applications and summarise the nature of consultation comments received as well as any formal response to these comments that the Applicant has made. The Applicants and public may be offered the opportunity to speak within a time restriction to be identified. Such event would be held in public at either EHDC or HDC Council Chamber or other suitable venue.
- 7.3. EHDC will continue to support the Gilston Area Steering Group as a forum for discussing proposals for the Gilston Area including the Outline Planning Applications and the River Crossing Applications and other Garden Town matters with representatives from the Applicants, Parish Councils and Joint Neighbourhood Plan Group and Members and officers representing the Parties.
- 7.4. Without prejudice to their roles as LPA the Parties are working together jointly to deliver the Harlow and Gilston Garden Town. In order to support Member joint working the Parties may work together to provide regular training sessions for their respective Members with officers.
- 7.5. This joint working includes support for a Garden Town Board which includes in its membership, Members and Officers representing all five of the Garden Town Authorities together with an independently appointed Chairperson and representatives of other areas such as health and business. The Garden Town Board has no formal decision-making function but does meet regularly to discuss Garden Town matters and to endorse recommendations for consideration by the respective Garden Town authorities. In order to support the Garden Town Board EHDC may also arrange officer briefings for Members of the Garden Town Board.



8. Approach to Post-Application Officer Engagement and Advice

- 8.1. As LPA for the Outline Planning Applications, EHDC officers have a responsibility to assess development proposals in relation to their compliance with policies in the development plan and other material planning considerations.
- 8.2. As LPA for the River Crossing Applications, both EHDC and HDC officers have a responsibility to assess development proposals in relation to their compliance with policies of both of their respective development plans and other material planning considerations.
- 8.3. EHDC will collate and review all consultee comments received to all applications, the content of which will be made available for public viewing on the EHDC Planning Public Access website, HDC will provide a link to this in respect to the River Crossing Applications. Comments may be used to help inform an officer response to the Applicants during or at the expiry of the consultation process, such response will be shared with the other Parties so that they can see how comments have been considered. In respect to the River Crossings Applications the dedicated River Crossings Officer will take the lead in preparing any formal officer response in consultation with officers of both EHDC and HDC and will share that draft response for comment and (if appropriate) endorsement by representative planning officers of both the LPAs.
- 8.4. Where necessary and appropriate, responses may be attributed to a specific Party if it has not been deemed appropriate for such view to be collectively endorsed such as where there might be different approaches associated with the different development plans and the different weight given to policies, reflecting that the new Harlow Local Development Plan may remain to be adopted.
- 8.5. Where a post-submission officer meeting with the Applicants is undertaken the case officers will consider whether it is appropriate to include officers from the other Parties and extend invitations accordingly.



9. Approach to Drafting Planning Obligations and Planning Conditions

- 9.1. The Garden Town Authorities have jointly commissioned Weightmans to act as the Garden Town Legal Advisor for all of the Garden Town development sites including the Gilston Area and River Crossings for the drafting of Section 106 agreements containing Planning Obligations and other legal agreements and for provision of associated legal advice.
- 9.2. The Parties have jointly contributed to the preparation of [a Harlow & Gilston Garden Town 'How To' Guide for Planning Obligations, Land Value Capture and Development Viability \(Guidance Note: 01/20190417\)](#) which will be used as the basis of the intended approach to Planning Obligations.
- 9.3. The Garden Town Legal Advisor's reasonable costs will be recovered from the Applicants through the respective PPA, or other arrangements where necessary.
- 9.4. EHDC has set the ambition to endeavour to progress the drafting of the section 106 agreements including Planning Obligations to achieve Engrossment of those agreements prior to the respective Outline Planning Applications or River Crossings Applications being determined at planning committee, unless otherwise agreed.

Outline Planning Applications:

- 9.5. EHDC officers will be responsible for taking the lead in briefing the Garden Town Legal Advisor in respect of the Section 106 agreements including Planning Obligations for the Outline Planning Applications and for preparing draft planning conditions, in liaison and negotiation with the Applicants, other Parties and other stakeholders as necessary.
- 9.6. Other Parties may be signatory to the S106 agreements, where necessary, with their respective officers assisting in briefing the Garden Town Legal Advisor.

River Crossing Applications:

- 9.7. The dedicated River Crossings case officer will be responsible for taking the lead in briefing the Garden Town Legal Advisor in respect of any necessary Section 106 agreements for the River Crossing Applications (if required) and for preparing draft planning conditions, with agreement from EHDC and HDC planning officer representatives and in liaison and negotiation with the Applicants, other Parties and other stakeholders as necessary.
- 9.8. Other Parties may be signatory to the S106 agreements, where necessary, with their respective officers assisting in briefing the Garden Town Legal Advisor.
- 9.9. The dedicated River Crossings case officer will work with EHDC and HDC planning officer representatives to agree a consistent set of planning conditions that, without prejudice to the planning process, would be applied to any grant of planning consent by both LPAs.



10. Approach to Report Writing, Committee and Determination

Outline Planning Applications:

- 10.1. EHDC as sole LPA for the Outline Planning Applications will be responsible for preparing the report and recommendations for the applications and taking the applications to its Development Management Committee for determination. The EHDC Development Management Committee will offer an opportunity for an address by the Applicant and public speaking in accordance with existing procedures or as otherwise agreed.

River Crossing Applications:

- 10.2. Both EHDC and HDC each have responsibilities as LPA for both of the River Crossings, however, in the event that one refuses and one approves the infrastructure cannot be completed and amendments to satisfy a refusal might make the other LPAs approval un-implementable. EHDC and HDC propose the following as a means to increase the likelihood of a consistent decision:-

- 10.2.1. Committee reports for each of the River Crossings will reflect both of the respective LPAs development plan policies and other Material Planning Considerations and in doing so will inform a single set of joint recommendations. Joint working on the drafting through their respective Development Management Service Managers will support this;
- 10.2.2. Committees will be advised that, should they reach different decisions, it will be preferable to resolve the conflict, to support this one of two recommendations will be provided: Either (1) that the Committee should be minded to approve the application subject to the final determination being deferred and delegated to officers [following completion of Section 106 agreement (if required)] and subject to the other LPA also resolving to approve their application; or (2) that the Committee should be minded to refuse the application subject to the final determination being deferred and delegated to officers and subject to the other LPA also resolving to refuse their application.
- 10.2.3. Both EHDC and HDC officers will attend to present the report and recommendations, supported as necessary by officers from the other Parties. EHDC and HDC will work together to agree the most appropriate Committee arrangements which may comprise either separate Committee events or a single item 'simultaneous' Committee event held with both EHDC and HDC Committee Members present, in either case independent voting arrangements will be maintained and Applicants and Public Speakers will be allowed to present in accordance with existing procedures or as otherwise agreed.
- 10.3. Subject to the Committees agreeing a common decision the Application will be duly determined in accordance with that common decision. Should the outcome still result in two different decisions officers will use the deferred authority to seek to address the cause of that outcome and take either or both of the Applications back through Committee processes until able to establish authority to determine the Applications in accordance with a common decision.



11. Approach to Signing Legal Agreements and issuing of Decision Notices

11.1. The nature of the Planning Obligations contained within any Section 106 agreement (if required) will define the range of future signatories that will be required to agree the Engrossment and sign the S106 agreement. The signatories will seek to obtain all necessary signatures to execute the agreement as soon as practical following a positive determination of the respective application is achieved.

Outline Planning Applications:

11.2. EHDC as sole LPA for the Outline Planning Applications will be solely responsible for issuing a decision notice as soon as practical following a positive determination and the signing of any associated Section 106 agreement incorporating Planning Obligations.

River Crossing Applications:

11.3. EHDC and HDC both have responsibility as LPAs for the River Crossing Applications and will both be responsible for issuing a decision notice as soon as practical following a positive determination and the signing of any associated Section 106 agreement (if required). EHDC and HDC will work together to ensure any decision notices are consistently worded and issued simultaneously.



12. Approach to Pre-Application on future conditions and applications

- 12.1. The Parties recognise that any planning consent for either the Outline Planning Applications or the River Crossings is likely to be subject to planning conditions and, where appropriate, planning obligations. The Parties also recognise that the Outline Planning Applications represent just the first stage of a process that will be followed by Village Masterplanning and Design Coding and Reserved Matters Applications.
- 12.2. The Parties agree to respond positively to requests for pre-application engagement with the Applicants on the above, including during or subsequent to the determination of the applications. The scope and nature of such engagement will be subject to agreement with the Applicant but will seek to follow the same approach with regard to joint-working as set out in section 4 of this MoU and its wider general principles in regard to collaborative engagement between Parties.
- 12.3. The Parties will seek to agree with the Applicant any additional resources deemed necessary to support the scale and nature of engagement requested and deemed necessary by the Parties cognisant of the need to avoid any detrimental impact upon any existing service still being provided to the Applicant in relation to these applications. Such arrangements will be agreed through a variation to the existing PPA or other arrangement to be agreed. If necessary, the Parties will consider whether this MoU should be amended to reflect these arrangements.



13. Approach to Resources

- 13.1. The Parties will seek to agree recovery of the reasonable costs associated with the provision of a pre-application service to the Applicants and for the resources agreed as necessary to facilitate the work associated with their respective roles as LPA and statutory consultee of the Applications through PPAs to be agreed with each of the Applicants. It is intended that the PPA will stipulate all the arrangements in relation to charging and resources.
- 13.2. The Parties agree to provide the service set out in the PPA as agreed, or as otherwise varied in accordance with the terms of that PPA for as long as they remain a Party to that PPA.
- 13.3. Should any Party cease to be a Party to the PPA they agree to continue to work positively and collaboratively with the other Parties in this MoU in accordance with the general approach set out in this MoU to the extent of their statutory responsibilities and as reasonable in recognition of any resources that might have ceased to be available following their cessation as a Party to the PPA.
- 13.4. The Parties are working together jointly to deliver the Garden Town, officers and consultants have been appointed to undertake joint work on a range of matters. Where officers or consultants appointed on this basis are required to provide advice or act in relation to the Applications such arrangements will be set out and agreed in the PPA or as otherwise agreed in writing with the Applicants.



Author:-

Adam Halford, East Herts Senior Planning Project Officer.

Signatures:-

Signed for and on behalf of HDC:

Andrew Bramidge, Interim Head of Planning, Harlow District Council

Date Signed:

Signed for and on behalf of EHDC:

Executive Member, East Herts District Council

Date Signed:

Chairman of Development Management Committee, East Herts District Council

Date Signed:

Signed for and on behalf of EFDC:

Epping Forest District Council

Date Signed:

Signed for and on behalf of ECC:

Essex County Council

Date Signed:

Signed for and on behalf of HCC:

Derrick Ashley, Hertfordshire County Council

Date Signed:

