GREATER CAMBRIDGE SHARED PLANNING SERVICE and MGPH Ltd

Memorandum of Understanding FINAL

SUMMARY

This memorandum of understanding ('MoU') sets out the terms and understanding between Greater Cambridge Shared Planning ('GCSP') and MGPH Ltd ('MGPH') in relation to the way in which the parties can engage to examine the issues relating to the proposed redevelopment of land at Cambridge Airport, hereafter known as 'Cambridge East'.

1. BACKGROUND & PURPOSE

- 1.1 MGPH has taken the decision to commit to the redevelopment of the Cambridge Airport site, and is actively promoting the site for allocation through the Greater Cambridge Local Plan. Marshall is committed to ensure that the Airport will be available for development by 2030 and is actively seeking a development partner to support the progression of the masterplan, future planning application and to deliver the project.
- 1.2 Timing is dependent on a number of factors, including clarity on the planning potential of Cambridge East.
- 1.3 Work is ongoing to determine the strategy and timing for vacating and decommissioning the existing Airport site. Notwithstanding this ongoing work, Marshall will relocate the Aerospace business and deliver vacant possession on the Airfield by at least 2030.
- 1.4 The Cambridge Airport site is currently safeguarded for development in the adopted Cambridge City and South Cambridgeshire Local Plans 2018. Aspirations for the long term development of Cambridge East area are set out in the jointly adopted Cambridge East Area Action Plan (adopted 2008). The safeguarded land has most recently been identified in the Preferred Options 'The First Proposals' version of the emerging Greater Cambridge Local Plan with a suggested capacity of 7,000 homes and 9,000 jobs. Marshall's own proposals submitted through the Call for Sites, through the evidence base work undertaken as part of an earlier Planning Performance Agreement (PPA), and through Local Plan representations, suggest there may be capacity for a greater quantum and density of development but recognise that there is significant work to be done to find the optimum development for the site. GCSP has identified Cambridge East as a key strategic site and a cornerstone of its plans for the new Greater Cambridge Local Plan, which is currently in preparation.

2. PURPOSE

2.1 This MoU records joint working arrangements between GCSP and MGPH on work that may inform MGPH business decisions regarding the site, and also GCSP's development of

- a draft allocation for the Cambridge East site within the emerging Greater Cambridge Local Plan.
- 2.2 Subject to paragraph 4.2 below, the purpose of the MoU is to facilitate effective cooperation and communication to support the parties' shared aim of facilitating the delivery of high quality and sustainable development at the site. In the shorter term its aim is:
 - For MGP, build confidence that Cambridge East is likely to secure a beneficial local plan allocation;
 - For GCSP, support the development of a sound and deliverable allocation for Cambridge East, including receiving and testing information provided by MGPH where appropriate
- 2.3 This MoU is likely to require review when MGP select and appoint a development partner. That partner will be charged with the responsibility of acting with MGP to bring forward proposals for Cambridge East, working closely with GCSP to test those proposals and to enable both sides to draw on the information generated as a growing evidence base for the Local Plan but also for the preparation of a planning application, to demonstrate the deliverability and acceptability of the site's development.
- 2.4 Pending that appointment, MGP is not able to engage with GCSP on masterplan proposals for the land but there are matters of common interest for which it is appropriate to engage, including sharing evidence and discussing each party's position. Those matters will include but are not limited to:
 - Site capacity;
 - Development trajectory;
 - **East West Rail**, including the potential for, and implications of, a new station near Coldhams Lane, which would serve and facilitate development at Cambridge East;
 - Site constraints, opportunities and design principles, and associated emerging policy formulation;
 - Infrastructure capacity.
- 2.5 The exact scope of matters will be refined via discussion in the working groups set out below.

3. AGREED ACTIVITIES

- 3.1 To enable collaborative working, the parties to this MOU will meet at least monthly, and arrange informal catch-up or look-ahead meetings where helpful, particularly to agree agendas for the monthly meetings.
- 3.2 Agenda items will be drawn from the topics listed above.
- 3.3 The parties will agree high-level topics and will maintain an outline programme of work for future engagement in relation to the proposed allocation of Cambridge East within the emerging Greater Cambridge Local Plan, which will guide the ordering of discussions and the preparation of evidence. This will be kept under review according to progress.
- 3.4 In undertaking the above activities, MGPH and GCSP agree to:
 - a. work collaboratively, acting in good faith to realise the shared long and short term aims for Cambridge East set out at 1.4-1.6 above.
 - b. meet monthly, as described above but also agree separate, off-line meetings on specific issues where that is agreed to be helpful for example, in relation to transport related issues;
 - c. facilitate the involvement of other organisations where required, including the Greater Cambridge Partnership, Cambridgeshire County Council, other key statutory consultees and those who have an interest in the promotion of Cambridge East (such as Homes England). Cambridgeshire County Council and Greater Cambridge Partnership should participate or be made aware of all discussions relevant to its roles.
 - d. work in a transparent and consistent manner, in order that outcomes can be anticipated, defined and understood, whilst respecting each other's interests, due processes and confidentiality (noting that information held by GCSP is subject to normal rules regarding information governance including the requirements of the Freedom of Information Act and the Environmental Information Regulations and that some data relating to MGP and Cambridge East may be commercial sensitive or confidential);
 - e. share relevant non-confidential consultancy advice obtained by either party, reaching agreement on sharing appropriate information in a prompt and proactive way;
 - f. utilise respective expertise to ensure they provide best value in delivering the objectives of the MoU. GCSP and MGPH understand the requirement to be flexible and adaptable, and therefore will commit to be in constant review of the objectives and activities:

- g. provide appropriate resource in order that the objectives of the MoU can be progressed in line with the indicative programme set out, including providing timely feedback as set out in section 5;
- h. agree on defined 'milestones' in relation to the activities included within the MOU, which will remain fixed unless otherwise agreed by all parties.
- 3.5 The need for and frequency of meetings will be kept under review and amended as appropriate.

4. STATUS

- 4.1 This MoU does not constitute a legally binding contract, nor is it intended in any way to prejudge the Councils' decision as to the content or wording of emerging development plan policy or supplementary guidance, influence the determination of any future planning application(s) by the Councils, nor affect the Councils' impartiality or their discretion as local planning authorities in any way. Rather, it is a memorandum of understanding between the Council and the promoter about a process of joint working in which the Councils' impartiality and public duty is respected absolutely.
- 4.2 Decisions relating to the allocation, or otherwise, of sites in the emerging Greater Cambridge Local Plan, and the wider policies of the Plan, will be taken by the Local Planning Authorities in accordance with the legal obligations on the Council and the requirements of the National Planning Policy Framework and will be subject to an independent Examination in Public in the usual way. The existence of this agreement to work collaboratively to develop technical evidence should not be taken to imply any predetermination of the soundness of any future allocation and the MoU is not the forum for discussion as to the soundness of any allocation or other policies in the Local Plan. As such, Marshall recognises that it is working at risk in developing proposals and entering into this MoU in advance of an adopted allocation.
- 4.3 This MoU shall become effective upon signature by the parties and will remain in effect up to the submission of the Local Plan, or until modified or terminated by any one of the parties.
- 4.4 Local Planning Authority pre-application advice is outside the scope of this MoU and will be agreed via a separate Planning Performance Agreement in due course. It is recognised that MGP may want to work with its appointed development partner to progress pre-application work alongside development of the Local Plan, in which case, work under this MoU and work committed to through a separate PPA could be progressed concurrently. Any pre-application advice given before a Local Plan is adopted would be of a preliminary nature and would be given without prejudice to the process of preparation of the Local Plan.

4.5 Once signed, this MOU will be made publicly available, respecting the shared aim of a transparent joint working arrangements.

5. INFORMATION SHARING AND FEEDBACK

- 5.1 In order for the Local Authorities' team to provide a comprehensive and coordinated response, MGP will provide such relevant information as it appropriately can and will ensure that any information submitted is comprehensive and submitted within agreed timescales. Failure to submit information in time and to the required standard is likely to result in the Councils being unable to respond within defined time periods. To allow for the Local Authorities' team to review information in advance of any meeting, information is required at least five working days prior to any meeting.
- 5.2 Response periods from the Local Authority team will be as follows:
 - a) Verbal response at the meeting. However, where contentious or particularly complex issues are considered and there is a need for local authority officers to take senior officer soundings, these will be highlighted at the meetings.
 - b) Written response will be provided within 10 working days of the meeting in relation to those matters restricted to internal officer inputs, unless otherwise agreed.
 - c) Any complex issues / and or inputs required from external consultees will be addressed with identified timescales for resolution, which will be defined and agreed in the meetings. Officers will use their best endeavours to secure and maintain the timely response of external consultees, but ultimately cannot be held responsible for any failure on their part to undertake prompt consideration of material.
- 5.3 Feedback may be requested by MGP between meetings. Where appropriate officers will endeavour to respond in a timely manner, although they may instead refer the issues raised to the next meeting of the Planning and Legal working group if those matters are more properly dealt with by the working group.

6. CHARGING PRINCIPLES

6.1 GCSP will not be charging MGP for officer time spent on activities under this MOU as it is not appropriate for the Councils to charge MGP for officer time on work that may inform policy development. Where, exceptionally, matters arise where it may be legitimate for GCSP to raise charges, such charges must be agreed before the relevant activity is undertaken.

7. SIGNATURES

Greater Cambridge Shared Planning on behalf of Cambridge City Council and South Cambridgeshire District Council

NAME: Stephen Kelly, Joint Director of Planning and Economic Development SIGNATURE:



MGPH Ltd

NAME: Tony Vasishta, CEO Property

SIGNATURE:

