

MEMORANDUM OF UNDERSTANDING

between

HARROW COUNCIL and LAND SECURITIES

in connection with

THE KODAK SITE, HARROW

23RD JULY 2010

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The Parties

1. The London Borough of Harrow ("the Council").

And

2. Land Securities

Background

3. In 2006 the Council embarked upon the preparation of its new Local Development Framework (LDF), which will eventually replace the 'saved' policies of the Harrow Unitary Development Plan 2004. Central to the Framework is the Core Strategy DPD, which will reach an advanced stage of preparation during 2010. PPS12 *Local Spatial Planning* (2008) states that local authorities should engage with key delivery partners, including major land owners and developers within the authority's area, in the preparation of LDF documents. The draft replacement London Plan and the Council's Core Strategy Preferred Option propose a Harrow and Wealdstone Intensification Area. Taken as a whole, the proposed Intensification Area will, if adopted, contribute to the delivery of a significant portion of the Borough's growth in housing, employment, retail and leisure development. To give effect to this new designation within the Core Strategy, the Council intends to prepare, with its key delivery partners, an Area Action Plan (AAP).
4. Land Securities Limited has acquired a land interest in the 'Kodak site'. Located within the centre of the Borough, the 'Kodak site' comprises three distinct areas: an area of 10.5ha occupied by Kodak Limited in connection with the company's continued business operation, a 5.4ha area of land vacated by Kodak that has now been cleared, and 8.2ha in the form of a playing field, an indoor sport complex and surface car parking (the 'sports ground'). The 'main Kodak site', comprises that land still occupied by Kodak and the vacant land to the south and this is included within the indicative extent of the proposed Intensification Area and AAP. However, the Council anticipates both the main site and the sports ground to be brought forward in such a way that the relationships of the two areas are fully exploited and that they are complimentary to the objectives of the proposed wider AAP. Both Land Securities and the Council recognise the potential of the Kodak site in making a significant contribution to the delivery of the strategic objectives and targets of Harrow's Core Strategy, and more specifically the AAP. The Kodak site offers the opportunity to become a catalyst for the regeneration of Wealdstone and the wider Intensification Area proposed, thereby contributing to the place-making and growth ambitions of the Borough. The Kodak site is being promoted in its entirety by Land Securities to ensure a comprehensive phased strategy for its redevelopment, in line with the emerging London Plan and Harrow LDF.
5. Land Securities ultimately wishes to secure the ability to bring forward a planning application(s) and, in due course, to implement this and develop out the entire Kodak site for a mix of uses. To achieve this outcome, both Land Securities and the Council agree that this would be best dealt with in a comprehensive manner through the development of a masterplan prepared by the Council and its partners, which includes Land Securities, and with the community, using the Core Strategy and AAP (or other appropriate framework identified later in the LDF process) to establish the optimum planning policy framework at the local level.
6. While the working relationship between the Council and Land Securities is already good, both organisations recognise that there are opportunities for enhanced collaborative working to advance the future land use aspirations for the Kodak site and the wider area that both have a shared interest in. This Memorandum of Understanding (MoU) is a commitment to keep each other informed of specific projects or studies being undertaken, to look for and exploit opportunities to work together on issues/projects of mutual interest (primarily the production of an appropriate and robust evidence base to underpin the emerging Core Strategy and Harrow and Wealdstone (Heart of Harrow) AAP, and to ensure there are "no surprises" between the two organisations. The MoU establishes a framework to guide this working relationship and provides a list of current and proposed projects (attached as Schedule 1) of mutual interest where the parties will seek to collaborate.

Responsibilities

7. The Council has specific statutory powers as established by the Local Government Act and is the local planning authority for the London Borough of Harrow with responsibility for spatial planning and development management under the Town and Country Planning Act, the Planning and Compulsory Purchase Act and associated secondary legislation.
8. Land Securities Limited has entered into a development agreement with Kodak to optimise the use of Kodak's landholdings in Harrow and Wealdstone.

Key Principles

9. The parties agree to adhere to the following key principles in implementing this MoU:
 - A. Each party commits to consider, investigate, resource and resolve issues as they arise in a manner that maintains the integrity and professionalism of each agency;
 - B. The parties commit to managing the MoU in an open and inclusive way;
 - C. The parties shall strive for the best possible outcomes for the Borough as a whole;
 - D. The parties shall work together in a transparent manner to ensure the integrity of the Core Strategy and Harrow and Wealdstone AAP evidence base;
 - E. Each party shall provide regular updates with regard to progress.

Objectives of the Memorandum of Understanding

- In relation to the Local Development Framework, to align the masterplanning of the Kodak site with the spatial planning of the Borough and particularly the delivery of strategic objectives for the Harrow & Wealdstone Intensification Area;
- To seek to establish a mechanism for the production of evidence/information, focusing upon the area identified within the draft London Plan as an Intensification Area, which will as far as possible support and complement that prepared by/for Harrow Council to date and which can legitimately be incorporated into the Harrow Local Development Framework;
- In relation to development management, the objectives of this MoU will form the basis of understanding for the preparation and adoption of one or more Planning Performance Agreement(s) which will manage the process of future planning applications for the Kodak site, or its separate parts, through the pre-application process, the resulting planning application(s) and the subsequent implementation of the scheme; and
- to help meet and exceed the requirements for public consultation set out in the Council's Statement of Community Involvement in connection with the relevant aspects of the Local Development Framework and for the planning application process on the site.
- To achieve all of the above in so far as to enable the receipt of an Outline Planning Approval for the entire Kodak site by December 2011 and if possible, earlier approval of a first phase of development on the sports ground site.

Memorandum of Understanding – Harrow Local Development Framework

10. Harrow Council and Land Securities will conduct a transparent dialogue about the future of the Kodak site and its role within the proposed Harrow and Wealdstone Intensification Area (or, if the Intensification Area is not adopted, its general role in the spatial planning of the Borough). Both parties will work together to produce/maintain a robust evidence base which can, wherever possible, ensure the progression of the Core Strategy to adoption, contribute to the preparation of an Area Action Plan for the Harrow & Wealdstone Intensification Area, and inform the masterplanning of the Kodak site. This evidence base will focus primarily upon that area identified within the draft London Plan as an Intensification Area.
11. To this end, Harrow Council will:
 - Make available to Land Securities the principal evidence that has been prepared, to date, in connection with the preparation of the emerging Core Strategy and Harrow and Wealdstone (Heart of Harrow) AAP, unless this is commercially sensitive information;
 - Make available the additional evidence base studies that are currently being prepared, as soon as reasonably practicable, after they have been received in draft form by the Council;
 - Consult Land Securities about the scope of and consultants' brief for any additional evidence base studies that are undertaken; and
 - Assign a high corporate priority to the delivery of a sound Core Strategy and the preparation of the Harrow and Wealdstone AAP.

12. To this end, Land Securities will:

- Make available to the Council the principal evidence that has been prepared, to date, in connection with the masterplanning of the Kodak site unless this is commercially sensitive information;
- Make available any additional evidence that is prepared in connection with the same, as soon as reasonably practicable after it has been signed off for use;
- Consult the Council about the scope of and consultants' brief for any additional evidence that is undertaken to be shared with the Council;
- Appoint appropriate professional consultants as required to provide evidence and other material necessary to support the activities set out within this MoU; and
- Ensure that evidence prepared is produced in an appropriate manner, as shall be agreed between both parties (with legal advice, as appropriate), to enable the Council to use the material as part of the Core Strategy and AAP process.

13. Where any additional evidence is required which could serve the needs of both the Local Development Framework and the masterplanning of the Kodak site, and where both parties consider it appropriate to commission that evidence jointly then to contribute to the funding of that additional evidence. Any such joint working and the associated funding arrangements will be the subject of formal agreement between the Council and Land Securities separate to this Memorandum of Understanding.

14. For the purposes of the dialogue between Harrow Council and Land Securities, the Council will normally be represented by Officers except where Member involvement is appropriate and proportionate, as may be the case from time to time, particularly in discussions of a strategic nature.

15. The Memorandum of Understanding is without prejudice to both parties' position at any formal proceedings during the Local Development Framework process.

Memorandum of Understanding – Development Management

16. Harrow Council and Land Securities will enter into a Planning Performance Agreement(s) to secure the delivery of planned development on the Kodak site (as detailed above). The timing of the commencement of the PPA(s) will need to be agreed between the parties.

17. The relevant stages will include:

- community engagement in line with the Council's Statement of Community Involvement, to include the local community and Members of the Council;
- pre-application discussions to develop the proposals prior to submission, and identify and address the relevant policy requirements, with appropriate involvement of members of the public;
- the preparation and discussion of the relevant legal agreements prior to formal application;
- determination of the planning application(s) and signing of the relevant agreements within specified timescales, or such period as is agreed between the parties;
- the determination of applications for approval of reserved matters (where necessary); and
- the implementation and monitoring of the approved development.

18. The Planning Performance Agreement(s) will also incorporate: development objectives; a definition of the project team, key individuals and resourcing, the organisational structure of both parties and the approach to decision making and dispute resolution; a list of project issues and the tasks that need to be undertaken to address them; and a project programme that sets out the overall timetable to deliver the PPA, resolve certain issues, and sets key milestone dates. Both parties agree that any PPA shall provide for flexibility, as may be required, through the life span of the agreement.

Memorandum of Understanding – Consultation

19. Harrow Council and Land Securities recognise that the delivery of the Harrow and Wealdstone Intensification Area and the masterplanning of the Kodak site will be of interest to, and in spatial terms will have an effect on, the surrounding residential community, the Harrow Strategic Partnership and others within the Borough of Harrow. Both parties are committed to the principles of effective community engagement which:

- tells communities about emerging policies and proposals in good time;
- enables communities to put forward ideas and suggestions and participate in developing proposals and options - it is not sufficient to invite them to simply comment once these have been worked-up;

- consults on formal proposals;
- ensures that consultation takes place in locations that are widely accessible; and
- provides and seeks feedback.

20. To this end, Harrow Council will:

- Consult with Land Securities about proposals to conduct consultation exercises in connection with relevant aspects of the Local Development Framework;
- Ensure that consultation exercises in connection with relevant aspects of the Local Development Framework meet the requirements of the Statement of Community Involvement and align with the above principles; and
- Offer to Land Securities the opportunity to take part, as appropriate to the consultation process, in consultation that directly relates to the masterplanning of the Kodak site and the wider Intensification Area.

21. To this end Land Securities will:

- Consult with Harrow Council about proposals for community engagement in connection with the planning application(s) for development of the Kodak site, which may include separate proposals in respect to the sports ground and main site; and
- Offer to Harrow Council the opportunity to take part in community engagement events where there is synergy between the objectives of the event and consultation on the Local Development Framework.

22. Consultation in connection with the development management of the site will be dealt with in the Planning Performance Agreement.

Decision-Making Process

23. It is recognised that each party has particular decision-making processes and systems that need to be adhered to and that each party recognises that there may be constraints, variations and differences in the meeting of those responsibilities from time to time. This is particularly so in terms of obtaining approvals or resolutions to particular policy and project proposals. However, the parties will work together to align, where possible, decision-making processes to ensure timeframes and commitments can continue to be met. Where this is not possible, both parties agree to continue to work together to ensure the continued objectives of this MoU and the associated areas of mutual interest.

24. With respect to the Council's statutory role as the Local Planning Authority responsible for considering and determining planning applications, no part of this agreement shall fetter any legal obligations to fulfil that responsibility.

Communication Principles

25. The parties agree to adopt the principles of open communication, the sharing of information, and a culture of "no surprises". The parties will comply with the following communication protocols:

- A Each party will keep the other informed both on an informal and formal basis;
- B The parties commit to the sharing of relevant information to the project(s) including software models, data and background studies, at no cost to the other party and the parties agree to the joint use of resources when appropriate and that the costs of such lie where they fall;
- C The parties will provide each other, on a confidential basis and where possible, with copies of all reports of relevance to this MoU prepared for their respective organisations at the earliest opportunity and copies of all resolutions relating to the project(s);
- D The parties will meet on a regular basis at an operational level to ensure that all are informed of issues and that relevant information is shared between them. This will normally take place at a programmed quarterly meeting, supplemented where necessarily by more frequent meetings if determined by both parties as necessary.

Confidentiality

26. It is recognised that from time to time, certain information will be exchanged between the parties that is of a confidential nature. The parties agree to hold in strict confidence any information that is shared between them that is identified as confidential or that is reasonably identifiable as being of a confidential nature. No party shall be obliged to disclose any information that is subject to legal professional privilege.

Media Releases

27. The parties agree to undertake joint media releases, where relevant in respect of the Kodak site and the matters covered by this MoU. Each party will nominate a person to approve media releases and will undertake to provide approval within 24 hours (or within the same day if an urgent approval is required). Media releases will be issued on behalf of, or in the joint names of the parties. Approval by the parties will not be required for media releases or media comments made by Harrow Councillors or Land Securities if they do not reference the MoU.

Dispute Resolution

28. Any dispute or difference arising between the parties about the interpretation or implementation of this MoU will be referred to the Chief Executive Officer of each party for resolution.

Good Faith

29. The parties recognise that the London Borough of Harrow has a legislative mandate in respect of its responsibility under the Local Government Act, the Town and Country Planning Act and associated secondary legislation. However, every endeavour will be made by the parties to achieve implementation of this MoU and each party will act in good faith in meeting its responsibilities under this MoU. In addition, each party will endeavour to keep the other advised of issues that may affect one party as a result of the activities by the other.

Term

30. This MoU shall stay in force until the conclusion of the project(s). Any party may withdraw from this MoU by giving two months notice, in writing, to the other party. At the completion of the project(s) the parties agree to revisit this MoU to determine future arrangements in relation to land use within or affecting the Kodak site or the wider Harrow and Wealdstone Intensification Area. The parties also acknowledge that this MoU may be amended from time to time at the instigation of any party.

SIGNED BY:

LONDON BOROUGH OF HARROW

LAND SECURITIES

MICHAEL LOCKWOOD
CHIEF EXECUTIVE

STEPHEN NEAL
SENIOR DEVELOPMENT MANAGER
(Strategic Projects)

SCHEDULE 1

CURRENT AND FUTURE PROPOSED WORKSTREAMS

Harrow LDF Requirements	Kodak Masterplanning / Planning Application Requirements (as appropriate) ⁱ
Strategic Housing Land Availability Assessment Strategic Housing Market Assessment Housing Delivery Viability Assessment Characterisation Study PPG 17 Sports, Recreation and Open Spaces Audit Retail Study Playing Pitches Study Employment Land Study Strategic Flood Risk Assessment (Levels 1 & 2) Transport Audit H & W Intensification Area Urban Modelling Project Development Testing & Viability Analysis Study Infrastructure Delivery Planning Work in connection with G&T needs Open Spaces Strategy Harrow Green Grid	s.106 Obligations Travel Plan/Transport Impact Assessment Land Contamination Report Heritage statement - assessment of Impact on Headstone Manor Design and Access Statement Affordable housing statement Air quality assessment Arboricultural implications / tree survey Landscaping details Biodiversity survey & report Daylight / sunlight assessment Economic statement Energy statement Sustainability statement Environmental statement Flood risk assessment Foul sewage & utilities assessment Land contamination assessment Lighting assessment Noise assessment Open space assessment Site waste management plans Green Travel Plan (draft) Parking provision Heritage statement Photographs & photomontages Planning obligations Planning statement Statement of community involvement Structural survey Telecommunications development - supplementary information Ventilation / extraction statement
Sustainability Appraisal Equalities Impact Assessment	Environmental Impact Assessment EIA Screening Opinion, prior to submission of any applications

ⁱ The relevant evidence to be drawn from this list, to support the AAP masterplanning evidence base and/or a planning application(s), will be agreed between the parties, at the relevant time.