

Appendix 5 Details of what would be involved with a Framework Agreement, including principles, roles and responsibilities, and management arrangements

Memorandum of Understanding (MOU)

The detailed preparation of a Framework Agreement is a complex and detailed process that will require significant levels of discussion between the Council and landowners, together with appropriate legal drafting. It is therefore important to establish at an early stage, the commitment from developers with land interests to enter into these discussions. It is recommended that as a first step an MOU is agreed and signed by the relevant parties. This would be drafted for agreement following the consultation on the SPD and would establish and commit to the following:

- Agreement to the SPD (as may be amended following public consultation);
- Agreement to work with the Council to agree the contents of a Framework Agreement, based on the Key Principles as set out below
- Agreement to set out a timetable and process for the completion of a Framework Agreement, including suitable funding arrangements for legal and professional costs
- Establish the basis for an ongoing mechanism for overseeing the implementation of site-wide infrastructure through the Framework Agreement (see below).

The incentive for developers to sign up to an MOU, and thereafter a Framework Agreement, is that they will have greater certainty about the terms on which they can recoup their investment; they will be better placed to understand and influence aspects of the Delivery Plan, and the terms on which the infrastructure proceeds.

If any developer(s) decline to sign the MOU and/or be party to the Framework Agreement, then it is recommended that the MOU and Framework Agreement should be progressed without their involvement, provided there is sufficient support for the approach.

In these circumstances the council would need to consider the implications and make provisions to ensure the delivery of any non-participating developer(s) interest does not prevent the overall project being implemented.

Steering Group

In order to establish a formal basis for joint working, it is envisaged that the parties to the Framework Agreement may consider establishing a Steering Group, comprising all key parties. This Steering Group would have the following key responsibilities:

- Overseeing the completion of the Framework Agreement;

- Ensuring the comprehensive development of the PREA;
- Identifying the scope for and coordinating the delivery of joint technical work such as traffic modelling or landscape assessment to support individual planning applications
- Reviewing and overseeing the delivery of infrastructure for the PREA, including agreeing responsibilities for delivery of strategic infrastructure elements
- Monitoring the implementation of development and associated infrastructure across PREA, including managing the overall design quality and management/maintenance, e.g. for open spaces

The detailed responsibilities of the Steering Group and how it operates, will be for the Group itself to agree and will be set out within the FA. The MOU will ensure all parties sign up to the above key responsibilities in the first instance. It will be the responsibility of WDC to lead on the establishment of the MOU and to provide relevant project management.

Parties to the Framework Agreement and Responsibilities

The MOU (and ultimately the Framework Agreement) will define the key roles and responsibilities of each party. The roles and responsibilities are suggested as:

The Council¹

- Delivery of the Southern Road Links scheme to which Homes England are contributing HIF funding
- Securing land for the construction of the link road, and other strategic infrastructure and development land as required, where it is not possible to secure this by agreement within a timescale that is reasonable or necessary
- Delivery of strategic infrastructure e.g. offsite highway improvements, schools, and, potentially sports hub/pitches
- Establishment of a project officer responsible for overall project coordination ensuring timely delivery of all requirements set out in the delivery strategy and provide monitoring reports to the Steering Group
- Monitoring of housing delivery to ensure compliance with the delivery strategy – ensuring that decisions do not permit delivery beyond infrastructure capability
- Ensure the timely delivery of development management decisions and compliance with the SPD²

¹ From 1 April 2020, the functions of Wycombe District Council and Buckinghamshire County Council will be brought together in a single Unitary Council: Buckinghamshire Council.

² In parallel with a Framework Agreement, developers are encouraged to obtain pre application advice from the local planning authority to identify and overcome any issues that might cause difficulties or delay with the grant of planning permission. The local planning authority offers these services on a commercial basis. The process and in particular the timing of such advice could be set out in the

- Collect, manage and release s106 payments to fund strategic infrastructure to ensure the timely delivery of key infrastructure
- Supporting the preparation of plans for any transfer of assets to community control, ensuring the necessary funding for the future management and maintenance of such assets is in place, and agreeing any arrangements to secure ongoing maintenance of key infrastructure.

Developers with land interests

- Support the preparation of the Framework Agreement including key provisions regarding 'step in rights'³
- Prepare detailed plans for on-site specific strategic infrastructure such as surface water drainage, utilities, the Crowbrook Corridor, and the relevant elements of the Relief Road;
- Preparation and submission of timely planning applications for housing delivery within their own land ownerships in line with the SPD and to support the agreed phasing strategy;
- Progressing the implementation of housing delivery in line with phasing and the Delivery Plan;
- Make agreed payments in accordance with the Framework Agreement and planning obligations;
- Making arrangements to secure ongoing maintenance of key infrastructure provision e.g. sports facilities and open space.
- Preparation of plans for any transfer of assets to community control, and for the necessary funding for the management and maintenance of such assets.
- Where appropriate, agreeing with other developers' land equalisation payments;
- Agreeing to covenant with the local authorities and other developers allowing the provision of infrastructure

Princes Risborough Town Council

To work proactively with the Framework Agreement partners to enable delivery of the underpass at Wades Park in accordance with the programme for strategic infrastructure delivery and the Memorandum of Understanding of 13.10.2017⁴.

To consider how best to use its CIL contributions arising from PREA to support the development of the area, including the provision of town centre public realm works and additional car parking.

The Town Council may also wish to consider undertaking to maintain key community facilities such as Green Infrastructure, subject to financial arrangements being in place to cover ongoing costs.

Framework Agreement which could coordinate with delivery of highways DM advice, help with resource planning, and help ensure certainty for all parties.

3 i.e. where a developer fails to deliver strategic infrastructure on their site can be legal recourse for others to take over the implementation of specific works that are critical to overall implementation);

4 <https://www.wycombe.gov.uk/uploads/public/documents/Planning/New-local-plan/Local-plan-publication-version/Network-Rail-Memorandum-of-Understanding-October-2017.pdf>

To consider setting up a Community Land Trust as a potential delivery partner, which would build social capital in the new development and allow flexibility in terms of affordable housing delivery.

Network Rail

To work proactively with Framework Agreement partners to enable delivery of the improvements to the Summerleys Road railway bridge, the construction of a new railway bridge at Grove Lane, and underpass at Wades Park, in accordance with the programme for strategic infrastructure delivery and the Memorandum of Understanding of 13.10.2017⁵

Other parties

Other parties have an important role in the delivery of the PREA, but need not necessarily be parties to an MOU or Framework Agreement.⁶ Notably this includes Homes England which is responsible for

- Provision of HIF to secure accelerated housing delivery;
- Continuing support to the Council to assist programme delivery; and

Other organisations – can be added to the Framework Agreement as appropriate

Key Principles

WDC is keen to agree with the promoters of development at the PREA key principles for collaborative working that will underpin a workable delivery mechanism

These are set out below in Table 1. Commentary is provided to demonstrate that the Framework Agreement approach fully supports these principles and should form the basis of the MOU from the outset.

⁵ <https://www.wycombe.gov.uk/uploads/public/documents/Planning/New-local-plan/Local-plan-publication-version/Network-Rail-Memorandum-of-Understanding-October-2017.pdf>

⁶ It remains an option for other organisations to be party to the Framework Agreement, however it is likely that other formal agreements will be put in place in parallel

Table 1 Key Principles

Theme	No	Principle for workable delivery mechanism
Infrastructure Delivery	1	Involvement of all parties needed to deliver strategic infrastructure
	2	Identified responsibility for delivery of strategic infrastructure
	3	Agreed triggers for delivery of infrastructure (distinguishing between negotiable and non-negotiable triggers)
	4	Speed, pace & sequencing of development. Infrastructure to reflect partners' positions (e.g. what if sites come forward in different order to that envisaged)
Infrastructure Costs	5	Equalisation by net developable area, or as maybe otherwise agreed
	6	Proportionality in respect of costs
	7	Framework for public funding to be levered in if appropriate
Delivery mechanism	8	Reasonably easy to use and monitor
	9	Does not hold up development starting
	10	Commitments from all parties: <ul style="list-style-type: none"> to the delivery of Strategic Infrastructure; and not inhibit other parties' right to develop/deliver
	11	Framework for review mechanism
	12	Flexibility to adapt to changing circumstances, e.g. significant market shifts, housing mix & values
	13	Includes early warning signals to highlight problems including delay with delivery arrangements and possibility of 'step-in' rights
	14	Full recovery of costs by the Council or any agreed and implemented Delivery Body.

Principle 1 – All relevant parties need to be involved in the delivery of strategic infrastructure.

The approach identified in this Delivery Plan applies this key principle with all landowners/promoters making financial contributions to strategic infrastructure. In appendix 3 the timing and estimated costs of infrastructure, and hence developer contributions, are shown, together with the associated housing delivery profile.

Principle 2 – Identify responsibility for delivering infrastructure

This is discussed throughout the Delivery Plan and lead organisations are identified in appendix 1, the 'triggers' table, for each element of infrastructure. There is potential for flexibility in the definition of these responsibilities which can evolve as the Framework Agreement is developed in detail through discussion with the landowners and developers.

Principle 3 – Identification of triggers requiring the provision of infrastructure and distinguish between those that are and are not negotiable.

The timing of key infrastructure triggers takes account of the need for these, reflecting anticipated rates of housing delivery and also development viability. The viability appraisal suggests that there is little further need to flex the timing of key infrastructure. However this issue will be kept under review by the Steering Group, and taking account of actual housing delivery.

Principle 4 - Speed, pace and sequencing of development, allowing for flexibility

The Framework Agreement will need flexibility to allow for sites to be progressed at different rates to that proposed in this Delivery Plan. The housing profile makes assumptions about the number of annual completions by individual developers over time. This profile can flex to allow developers to deliver at faster or slower rates provided the overall balance of delivery is achieved and infrastructure triggers are respected.

Principle 5 – Equalisation that reflects Net Developable Area

This is being put forward as the most equitable approach to the distribution of infrastructure costs. It allows for the cost of land necessary to provide on-site infrastructure that serves a wider function, e.g. schools.

Contributions could be recalculated on this basis where developers' development areas either increase or decrease as detailed development proposals are prepared. A more in depth understanding of site conditions and infrastructure will evolve over time and can be reflected in updates to the Delivery Plan.

Principle 6 – Proportionality in respect of costs

The apportionment of infrastructure costs as set out above means that financial contributions increase with share of total NDA, from which developers may generate value.

Principle 7 – Framework for public funding to be levered in, if appropriate

HIF funding has been sought from Homes England to assist with Phase 1 of the Relief Road. In addition, WDC and BCC may consider using its ability to draw upon capital funds to secure delivery of specific infrastructure, subject to the provisos referred to in the Delivery Plan. For example, in relation to other developments, BCC has forward funded the construction of schools and taken financial contributions from developers as homes are delivered.

Principle 8 – Reasonably easy to use and monitor

PREA is a complex project and the Delivery Mechanism needs to simplify delivery as far as practicable. A S106 Framework Agreement, is perhaps the most easily understood approach given that each landowner has a specific S106 agreement that specifies proportional contributions to the overall project. The provision of a clear programme of infrastructure delivery that sets out what and when needs to be implemented will provide a manageable process to monitor and apply.

Principle 9 – Does not hold up development starting

The preparation of the Framework Agreement will take time requiring input from landowners and promoters but this is not a new approach and there is sufficient time in parallel with the start of infrastructure delivery.

Principle 10 - Commitments are made from all parties to the delivery of strategic Infrastructure; and not inhibit other parties' right to develop/deliver

The Framework Agreement would require all parties to contribute proportionally and identify their specific requirements. The Agreement would make provisions for the developers to covenant with each other and WDC and BCC, to make land available for the strategic infrastructure and either bring it forward directly or make payments to the Councils' to fund its provision. The Agreement would also make provisions to ensure that parties do not ransom each other in the provision of infrastructure or housing delivery.

Principle 11 – Framework for review

A collaborative approach is advocated as being fundamental to the successful delivery of PREA. As set out above a Steering Group is recommended that comprises representatives of all parties. The council would gather and collate information with respect to performance against key milestones and the overall programme. This would

then be discussed by the Steering Group which would agree actions to mitigate risks to the programme.

Principle 12 – Flexibility to adapt to changing circumstances including market shift, housing mix and values

The Framework Agreement will set out an approach that can flex to reflect changing circumstances over time which may relate to market conditions or changes in national or local policy framework, and allow for changes in ownership.

Principle 13 – The delivery mechanism includes early warning signals to highlight delay and possibility of step in rights

The monitoring and review process of performance and the management of key risks will provide the basis for identifying at an early stage the potential blockages to the timely delivery of strategic infrastructure. This will be reported to and discussed at the Steering Group and actions agreed to minimise risks and so maintain the programme. This may include the unplanned impact of actions on one site adversely affecting adjoining land, such as the migration of contamination, or groundwater, or ecological impacts.

Principle 14 - Full recovery of costs by the Council or any agreed and implemented Delivery Body.

The development of housing is generally undertaken as a profit-making activity whereas the actions of public bodies such as Wycombe DC are directed at securing public benefit rather than profit. Public bodies are required to recover their costs when providing services for the private sector, and so an important principle is that whatever role the Council plays it should have its reasonable costs underwritten for work undertaken in the planning and co-ordination of delivery of the PREA.