

## **Memorandum of Understanding (MoU) between the London Borough of Tower Hamlets and the London Legacy Development Corporation (LLDC) with regards to waste**

*This Memorandum of Understanding is made this 10<sup>th</sup> day of July 2018 between*

- (1) **THE LONDON BOROUGH OF TOWER HAMLETS** of Mulberry Place, 5 Clove Crescent, London E14 2BG (“Tower Hamlets”) and  
(2) **THE LONDON LEGACY DEVELOPMENT CORPORATION (LLDC)** of 1 Stratford Place, Montfichet Road, London E20 1EJ (“Legacy Corporation”)

### **1. Background and Purpose of Memorandum of Understanding**

- 1.1 This Memorandum of Understanding (“MoU”) provides a framework for co-operation on waste planning between Tower Hamlets and the Legacy Corporation.
- 1.2 Tower Hamlets and the Legacy Corporation are entering into this MoU in their capacity as local planning authorities and waste planning authorities only.
- 1.3 Tower Hamlets has an adopted Local Plan which comprises:
- Core Strategy (adopted in 2012)
  - Managing Development Document (adopted in 2012)
- 1.4 Tower Hamlets is now in the final stages of preparing a new Local Plan to guide investment decisions and development over the period to 2031. Local Plan: The “Tower Hamlets Local Plan: Managing Growth and Sharing the Benefits” has been submitted to the Secretary of State for the Ministry of Housing, Communities and Local Government to undergo a public examination. The public examination is due to take place in September and October 2018, after which the new Local Plan will be adopted.
- 1.5 The Legacy Corporation is a mayoral development corporation, established in March 2012, with responsibility for securing the regeneration of an area of London focused on the former Olympic Park. The Legacy Corporation’s area includes parts of the London boroughs of Newham, Waltham Forest, Hackney and Tower Hamlets (“Host Boroughs”).
- 1.6 By virtue of article 3 of the London Legacy Development Corporation (Planning Functions) Order 2012 and section 7A of the Town and Country Planning Act 1990, the Legacy Corporation is the planning authority for the defined “*development area*”<sup>1</sup> for the purposes of part 3 of the Town and Country Planning Act 1990 and parts 2 and 3 of the Planning and Compulsory Purchase Act 2004. As a result, it is responsible for all

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<sup>1</sup> Defined in Article 1 to the order as meaning the area of land described as a Mayoral development area, and in relation to which a Mayoral development corporation is established, by the London Legacy Development Corporation (Establishment) Order 2012

development management decisions and development plan preparation including waste planning.

1.7 The Legacy Corporation adopted its Local Plan in July 2015 ("LLDC Local Plan"). This is currently being reviewed.

1.8 The London Borough of Tower Hamlets is a waste planning authority and is required to plan for waste in its area, including having regard to waste apportionment targets set out in the London Plan. The borough is doing this through waste policies in the new Local Plan. The Legacy Corporation is a planning authority, and as such sets out its approach to waste planning through the waste policies within the LLDC Local Plan, adopted in 2015 and currently under review. The Legacy Corporation does not have an apportionment target in the London Plan and works closely with the Host Boroughs and their relevant waste partnerships where such targets are in place in order to support them in reaching their apportionment target.

1.9 The London Plan has a strategy for London to achieve net self-sufficiency in managing waste arising in London by 2026. Under the London Plan, each London borough is given an apportionment of waste arisings for which it should plan waste management provision. Tower Hamlets are planning to meet the apportionment targets through the new Local Plan. The London Plan does not include a waste apportionment for the Legacy Corporation planning authority area, which includes parts of Tower Hamlets, but the Legacy Corporation is required to co-operate with Tower Hamlets and support the borough in meeting their apportionment targets.

1.10 A formal working relationship is required between Tower Hamlets and the Legacy Corporation to ensure the delivery of an effective waste plan for Tower Hamlets.

## ***2. Commencement and Legal Effect***

2.1 This MoU shall commence and be effective upon the date hereof.

2.2 This MoU shall continue until such time as the Legacy Corporation ceases to be the local planning authority for the development area.

2.3 Neither organisation intend this MoU to create legally enforceable obligations, and nothing in this MoU should be construed as conflicting with any agreement or contract involving either Tower Hamlets or the Legacy Corporation, or with any statutory or other legal duties of Tower Hamlets or the Legacy Corporation.

## ***3. Existing Frameworks for Co-operation***

3.1 Tower Hamlets and the Legacy Corporation agree to comply with the duty to co-operate principle in accordance with section 33A of the Planning and Compulsory Purchase Act 2004 (as inserted by section 110 of the Localism Act 2011).

#### **4. Co-operation between Tower Hamlets and the Legacy Corporation**

4.1 Tower Hamlets and Legacy Corporation have co-operated in the preparation of:

- the Legacy Corporation adopted Local Plan and its current review through meetings and correspondence via email, letters and telephone discussions;
- Tower Hamlets draft new Local Plan through feedback on potential sites in the Legacy Corporation area provided by Legacy Corporation; and
- through the Planning Policy Forum, organised and hosted by the Legacy Corporation.

4.2 Co-operation will continue to take place through appropriate methods including the following:

- Written correspondence
- Exchange of information and verification of data
- Meetings:
  - Attendance of borough officers representing Tower Hamlets at the Planning Policy Forum meetings.
  - Meetings between officers of Tower Hamlets and the Legacy Corporation at least annually and, more frequently, where it is agreed that such additional meetings are appropriate and necessary to the preparation or review of relevant Development Plan Documents.
- Working together to find common ground on key issues where these arise through the plan preparation and review processes
- Statement of common ground for the examination in public into the Tower Hamlets Local Plan
- This Memorandum of Understanding (MoU).

4.3 The future co-operation between Tower Hamlets and the Legacy Corporation will be focused on the following areas with a view towards maximising the effectiveness of our respective plan making and securing sustainable development in accordance with each organisation's respective corporate objectives:

- Meeting the requirements of waste planning in the National Planning Policy Framework (NPPF), the National Planning Policy for Waste (NPPW) and the National Planning Practice Guidance (NPPG) and any relevant changes made to these
- Being in general conformity with the London Plan policies for waste planning
- Support Tower Hamlets' in meeting their waste apportionment target as set out in the London Plan
- Identifying and safeguarding existing waste sites, in line with the London Plan
- Updating of evidence base documents relating to waste planning, as required
- Exchange of data (including electronically held data and GIS mapping data) relating to the evidence base for development plan documents
- Opportunity to comment on any planning applications which relate to waste development

4.4 To secure the delivery of an effective waste plan for Tower Hamlets, Tower Hamlets and the Legacy Corporation agree that sites listed in table 1 are safeguarded waste sites and the areas listed in table 2 are potentially suitable for waste management use. Tower Hamlets and Legacy Corporation have reached this conclusion after carrying out their own assessments of the areas described in evidence base documents. Acceptability of proposals for waste management uses in those locations will be determined with reference to policy IN.2<sup>2</sup> in the Legacy Corporation Local Plan, policies in chapter 10 of the new Tower Hamlets Local Plan, and any other relevant development plan policies and material considerations that apply to that proposal.

**Table 1: Existing safeguarded waste sites in Tower Hamlets and the Legacy Corporation area**

Planning authority	Site name	Site size (ha)	Other designation
Tower Hamlets	Clifford House, Towcester Road	0.46	Strategic Industrial Location
Tower Hamlets	Northumberland Wharf, Yabsley street	0.88	Safeguarded wharf
Tower Hamlets	Ailsa Street	0.53	Ailsa Street: site allocation
Legacy Corporation	McGrath House, Hepscoth Road <sup>3</sup>	1.47	Hepscoth Road site allocation
Legacy Corporation	455 Wick Lane	0.47 (0.027 currently used for waste purposes ancillary to civil engineering works)	Strategic Industrial Location: Preferred Industrial Location

**Table 2: Areas in Tower Hamlets and the portion of the Legacy Corporation area potentially suitable for waste management use**

Planning authority	Area name	Area size (ha)	Designation	Waste facility type: potential suitability
Tower Hamlets	The Highway	2.71	Local Industrial Location	Reuse, refurbishment, repair
Tower Hamlets	Empson Street	0.07	Strategic Industrial Location	Recycling, composting, recovery
Legacy Corporation	Fish Island	9.21	Strategic Industrial Location	Recycling, composting, recovery

4.5 More generally, the Legacy Corporation will decide planning applications for waste uses in its area in line with its Local Plan (including policy IN.2), relevant development plan policies and material considerations, taking full account of Tower Hamlets' waste apportionment targets within the London Plan.

<sup>2</sup> Or any such policy that supersedes the policy following the completion of the LLDC Local Plan review and adoption of the LLDC Local Plan.

<sup>3</sup> The McGrath site at Hepscoth Road in Fish Island is also a site allocation within the LLDC Local Plan for mixed use development. There are plans to move the operations at the facility to another site within London and the Greater London Authority have confirmed that this approach is in line with London Plan policies.

## **5. Resources and timescales**

- 5.1 Tower Hamlets and the Legacy Corporation will use reasonable endeavours to respond in a timely manner to any request for information from the other organisation.
- 5.2 This MoU sets out an agreement between Tower Hamlets and the Legacy Corporation to support the examination into the Tower Hamlets Local Plan
- 5.3 Both parties will inform each other of any changes in their plan making timetable.

## **6. Level of sign off**

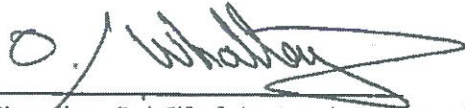
- 6.1 Tower Hamlets will sign off this MoU and any related agreements under the duty to co-operate using delegated powers.
- 6.2 The Legacy Corporation will sign off this MoU and any related agreements under the duty to co-operate using delegated powers.

## **7. Confidentiality**

- 7.1 In the course of this co-operation, Tower Hamlets and the Legacy Corporation may provide the other with confidential information. Each organisation will treat any confidential information provided to it by the other with the same degree of care that it treats its own confidential information, and never with less than reasonable care, and shall not at any time disclose such information except:
- a) to employees, officers, representatives or advisers who need to know such information for the purposes of carrying out their organisation's obligations under this letter; or
  - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.2 Each organisation shall ensure that employees, officers, representatives or the advisers to whom confidential information is disclosed shall comply with the above restrictions. Neither organisation shall use the other's confidential information for any purpose other than to perform its obligations under this letter.

## **8. Monitoring**

- 8.1 The terms of this MoU will be reviewed at a meeting between officers of each organisation at least annually. If either organisation thinks it necessary, the terms of the co-operation can be reviewed earlier on at least seven days written notice. If following any review, either organisation reasonably considers that modifications to this MoU are necessary to maximise the effectiveness of our respective plan making, both organisations shall use reasonable endeavours to agree such modifications.



Signed on Behalf of the London Borough  
of Tower Hamlets

28/07/18

Date



Signed on Behalf of the London  
Legacy Development Corporation

26.07.18

Date