# APPENDIX 3 – MEMORANDUM OF UNDERSTANDING BETWEEN BDC & WCC

**Memorandum of Understanding**

**Between**

**Bromsgrove District Council (BDC)**

**And**

**Worcestershire County Council (WCC)**

## 1. Purpose

1.1 This Memorandum of Understanding (MoU) sets out the working arrangements between Bromsgrove District Council (BDC) and Worcestershire County Council (WCC) relating to evidence-gathering, assessment and technical work required to support the preparation of the Bromsgrove Local Plan, including the Strategic Transport Assessment, Education and wider strategic planning inputs. This agreement will be monitored during the monthly Highways and planning meetings between BDC and WCC. Any agreed actions also monitored.

## 2. Principles of Collaboration

Both parties agree that:-

2.1 All assessment work will contribute toward a robust evidence base in support of the Bromsgrove Local Plan to a published timetable for the plan.

2.2 All work will be carried out in accordance with the National Planning Policy Framework (NPPF) and Planning Practice Guidance (PPG).

2.3 A vision and evidence-led strategic approach will be applied across transport, education and infrastructure planning.

2.4 Both parties agree to meet and monitor this MoU regularly.

2.5 Both parties agree to the production of a work programme/action plan (Appendix 1) to identify key deliverables.

## 3. Transport Modelling and Assessment

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3.1 To aid the development of a robust transport evidence base to support the development of the local plan, the authorities will work collaboratively together to develop the vision led approach to support the delivery of the local plan, including interventions to promote sustainable and active travel. All transport assessment work will feed into the overall Strategic Transport Assessment supporting the Local Plan.

3.2 All modelling will be undertaken using the Worcestershire Strategic Transport Model, following the agreed modelling specification or its successor. The modelling work programme is appended to this document.

3.3 The modelling work programme will be reviewed and agreed periodically as the work evolves and development strategy options are refined.

3.4 The transport assessment and vision will include all modes of transport such as bus (Demand Responsive Travel and fixed route), active travel and rail.

**4. Education Planning**

4.1 BDC and WCC agree to collaborate on all aspects of education planning relevant to the Local Plan including: -

4.2 Assessment of current and future education capacity across all school phases, informed by demographic data, planned growth and Local Plan development scenarios for the pupil pyramid areas in Bromsgrove District area.

4.3 Production of feasibility studies for the improvement and extension of existing education facilities when certainty of mitigation requirements is identified within a pupil pyramid area or as a result of a submitted planning application.

4.4 Preparation of Education Sufficiency Assessments for proposed site allocations to identify the scale and type of additional provision required to support emerging development options.

4.5 Consideration of site requirements, pupil yields, and statutory obligations, ensuring alignment with DfE guidance and WCC education planning policy.

4.6 Liaison with other local authorities with regards education provision/requirement which cross local authority boundaries.

4.7 Regular sharing of data (frequency needs to be documented in appendix 1), draft outputs and modelling assumptions between BDC and WCC to support a coordinated approach. Education working group meetings to be set up and to meet every two months with frequency flexed to meet local plan deadlines as required.

4.8 All appropriate education information will be shared prior to Local Plan meetings, workshops and strategy discussions to ensure all officers have appropriate up to date information to undertake the meeting/sessions as required.

## 5. Infrastructure Planning

Both parties will work together to ensure the Local Plan is supported by clear and coordinated infrastructure evidence including:-

5.1 Joint preparation and updating of the Infrastructure Delivery Plan (IDP) and equivalent supporting evidence.

5.2 Identification of infrastructure required to support proposed development including digital connectivity, education, library, waste disposal, flood mitigation and transport-related infrastructure.

5.3 Sharing of baseline data, capacity assessments, provider inputs and cost estimates where appropriate and WCC has a role.

5.4 Coordination of relevant WCC infrastructure phasing, funding strategies including gaps, dependencies and external funding requirements and delivery mechanisms to support sustainable growth.

## 6. Governance and Engagement

### Transport Modelling and Assessment

During Stages 2 and 3:-

6.1 Both BDC and WCC, or their appointment representatives, will be invited to all meetings, workshops and technical discussion unless otherwise agreed.

6.2 All assessment documents, drafts and technical outputs will be shared equally between both authorities.

### Education Planning and wider Infrastructure Planning

6.3 Both BDC and WCC, or their appointed representatives, will be invited to all relevant meetings, workshops and technical discussions unless otherwise agreed.

6.4 All assessment documents, drafts and technical outputs will be shared equally between both authorities.

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## 7. Cost Sharing

### Transport Modelling and Assessment

7.1 The costs of Stages 2 and 3 will be shared equally between BDC and WCC for up to three modelling scenarios through WSTM

7.2 If additional or unforeseen costs arise, both parties will agree the basis for cost sharing before any additional expenditure is committed.

## 8. Development Management Processes

8.1 BDC and WCC agree to work collaboratively to ensure that Development Management (DM) processes operate to support the effective preparation and implementation of the Bromsgrove Local Plan. This includes the following shared commitments:-

Alignment between Plan-making and Decision-making:-

8.2 Both authorities will ensure that Development Management decisions are informed by the emerging Local Plan evidence base with appropriate weighing recognising that the statutory development plan remains the primary decision-making framework. Where necessary and within agreed criteria for attendance at planning committee;

1. Strategic site allocated within the Local Plan.

2. Strategic / Major Development with highway concerns.

3. Other sites as agreed between WCC Cabinet Member and Bromsgrove Chair of Planning Committee.

WCC will support BDC in explaining the relevance of emerging evidence to applicants and stakeholders. BDC will support WCC to obtain relevant evidence from applicants/agents to ensure full responses can be delivered.

8.3 Technical outputs relevant to DM will be shared between the two authorities to support consistent interpretation of emerging policy and evidence.

Coordinated response to Planning Applications

8.4 For major or strategic applications with implications for the Local Plan, WCC will provide timely specialist input on highways, education and other relevant matters to agreed deadlines and attend joint meetings where required.

8.5. Both authorities will seek to ensure that responses to applications reflect the most up-to-date transport modelling, demographic evidence and infrastructure assessments. Whilst ensuring applicants provide all the necessary technical and planning information for decision making purposes.

Pre-application and Early Engagement

8.6 BDC and WCC will share pre-application outcomes and scoping stages for proposals affecting strategic transport, education or infrastructure matters to avoid undermining Local Plan preparation. Where permitted to do so maintaining confidentiality of any pre application discussion as required.

Monitoring Cumulative Development Impacts

8.7 BDC and WCC will share data on live and approved applications that may influence infrastructure capacity, infrastructure funding or development trajectory assumptions.

Agreed triggers for infrastructure contributions will be in advance of any required capital infrastructure requirements to ensure that commitments are funded. These will be collected in a timely manner as per the signed S106 agreements. Speculative applications will be considered on individual merit as per NPPF guidelines whilst linking to existing infrastructure plans, available capacity and principles set out above.

8.8 WCC will support refinement of infrastructure evidence to reflect the evolving development management context.

Consistent Communication

8.9 BDC will lead on consistent messaging when discussing the relationship between planning applications and the emerging Local Plan. WCC will support this approach.

Escalation and Issue Resolution

8.10 Where speculative / windfall planning applications raise strategic issues potentially conflicting with Local Plan development, both authorities commit to early officer-level discussion and, where necessary, escalation to senior management.

## 9. Status of the Memorandum

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9.1 This MoU is not legally binding. It reflects a mutual commitment to collaborative working and sets out the framework within which BDC and WCC will work jointly to support the preparation of the Bromsgrove Local Plan and Development Management.

Use of external consultants

9.2 WCC to and BDC will through this agreement share details on the scope of any relevant external consultant commissions and their role in either local plan development or application determination. This will be primarily focussed on education, transport and infrastructure delivery plan development, but will extend to wider matters.

Disagreements

9.3 In the event of the parties to this agreement being unable to resolve matters arising and agree a satisfactory approach, the parties agree to escalate. Initial escalation will be:

For WCC: initially to relevant Head of Service (E7I) or Assistant Director ( Education)

Subsequently to: relevant Strategic Directors

This is not a requirement for all parties to agree on all matters, but to understand the relevant position of each partner within their individual statutory responsibilities and to work together to agree an approach where there is disagreement.

**10 Signatories**

Signed on behalf of Bromsgrove District Council:

Date:

Signed on behalf of Worcestershire County Council

Date:

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Appendix 1

Worcester Strategic Transport Model, modelling program 20.05.26

Education baseline and background report

Assessment of requirements (new schools and expansions)