

# The South Hampshire Agreement

Memorandum of Understanding between the Partnership for Urban South Hampshire, the Environment Agency and Natural England

18th March 2010

Signed by and duly authorised for and behalf of:

**Partnership for Urban South Hampshire:**



.....  
Cllr Seán Woodward, Chairman

Date: 18th March 2010

**Environment Agency:**



.....  
James Humphrys, Area Manager Solent & South Downs

Date: 18 Mar '10

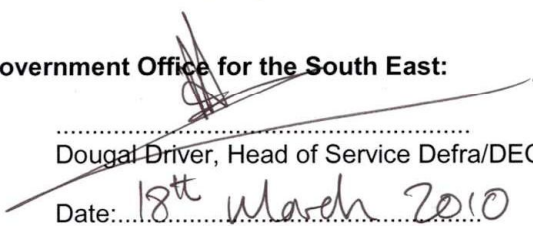
**Natural England:**



.....  
Alan Law, Regional Director, South East Region

Date: 12/3/10

**Government Office for the South East:**

  
.....  
Dougal Driver, Head of Service Defra/DECC GOSE

Date: 18th March 2010



GOVERNMENT OFFICE  
FOR THE SOUTH EAST

## **TABLE OF CONTENTS**

<b>Section 1:</b>	Background	Page 3
<b>Section 2:</b>	Purpose	Page 3
<b>Section 3:</b>	Roles	Page 4
<b>Section 4:</b>	Joint working principles	Page 4
<b>Section 5:</b>	Environmental outcomes and targets for South Hampshire	Page 5
<b>Section 6:</b>	Managing the Memorandum of Understanding	Page 6
<b>Appendix 1:</b>	Action plans:	Page 7

## **1. BACKGROUND**

South Hampshire is of national, regional and local, social economic and environmental importance. The extent of social deprivation and the level of housing need, are issues that require the levels of growth and investment identified in the South East Plan. These issues demand an integrated and planned approach to environmental infrastructure delivery and the Partnership for Urban South Hampshire (PUSH) will work with its partners to facilitate and encourage the timely delivery of this infrastructure.

South Hampshire is also an area rich in environmental assets, which is one of the main factors in its economic success. High standards are needed to maintain these environments for people and wildlife. In many places the environment is already degraded and environmental infrastructure is at or nearing its capacity to accommodate growth. Growing the economy whilst protecting and enhancing these environmental assets presents some very significant challenges, but it also provides an opportunity to achieve environmental improvements as part of the sub-regional strategy.

This Memorandum of Understanding (MoU) acknowledges the imperative need for the parties involved to work together to achieve the sub-regional strategy, and at the same time improve the quality of the environment for people and wildlife. The role of the natural environment in achieving national climate change policy is also fundamental. The parties recognise that working together to achieve common outcomes is the best way to achieve this.

Given the level of growth and development planned for South Hampshire the parties will work together in an integrated and collaborative way to develop solutions to deliver growth that can be accommodated within environmental limits and achieve environmental improvements, which will be a model that can be applied elsewhere.

## **2. PURPOSE**

The purpose of the MoU is to fulfil Outcome 1<sup>1</sup> of the South Hampshire Multi Area Agreement (MAA), June 2008. It sets out how the parties will work together to deliver a shared environmental vision as part of the implementation of the South Hampshire sub-regional strategy. It commits the parties to:

- a) A set of principles governing joint working, including the opportunities for a flexible approach, which includes compromises, in the interests of overall environmental benefit;
- b) Common environmental outcomes and targets based on sound evidence
- c) Agreeing an action plan to deliver the outcomes of the MoU

The MoU is a supporting document to the MAA, based on an agreement that close and constructive joint working between the parties is essential, desirable and beneficial, and on a mutual commitment to deliver the agreed environmental outcomes.

The outcomes and action plan included in Appendix 1 of this MoU will be used to inform future revisions of the MAA.

---

<sup>1</sup> The South Hampshire Agreement. Outcome 1: Collaboration in Delivery of Push Objectives. Secure the commitment of all partners to the delivery of the South Hampshire Sub-Regional Strategy.

This MoU is therefore an agreed statement of intention between equal partners based on trust, and a commitment to work towards achievement of commonly agreed environmental objectives and the obligation set out in the MAA to deliver the sub regional strategy. Any concerns between partners about the actions or lack of action of others will, in the first instance, be communicated directly to the partners concerned without publicity.

### **3. ROLES**

#### **Partnership for Urban South Hampshire (PUSH)**

PUSH is a voluntary partnership of eleven local authorities in South Hampshire dedicated to sustainable, economic- led growth, and improving prosperity and quality of life for everyone who lives, works and spends their leisure time in South Hampshire.

The governing body for PUSH is a Joint Committee of the eleven local authorities whose areas lie wholly or partly within the PUSH area. It meets approximately bi-monthly with the Government Office for the South East (GOSE), SEEDA and the South East Leadership Board as observers.

The key objectives for PUSH are promoting economic success, providing homes for sustainable communities, enhancing community cohesion and reducing inequalities, investing in infrastructure and sustainable solutions, promoting a better quality of life and tackling climate change.

**The Environment Agency** has a statutory responsibility to protect and enhance the environment and contribute to sustainable development . It acts as a regulator to industry and business and as an independent advisor both within Government and wider, on policy and other issues affecting the environment. It provides specialist advice relating to land, air and water and uses evidence to inform its decisions. It has a key role in Flood and Coastal Erosion Risk Management and works with others on projects that improve the environment.

It wants the communities and businesses of the future to be more aware of their environmental impact and to take actions to limit the amount of energy and water they use and waste they produce.

**Natural England** is also a regulatory and statutory consultee. It ensures that the natural environment is conserved and enhanced for the benefit of present and future generations, thereby contributing to sustainable development. In pursuit of this it seeks solutions which, while achieving environmental benefits, also provide long-term economic and social benefits and avoid untoward economic and social impacts. Increasing connectivity between people and their natural environment, the potential benefits for public health, and the links with climate change policy, as elements of this responsibility, are key areas of its work.

### **4. JOINT WORKING PRINCIPLES**

All parties recognise that because of the quality of the environment, the existing pressures and impacts, and the proposed level of growth, in some areas a flexible and creative approach by the parties may be necessary to meet the requirements of the South East Plan. An example of this might be an approach that achieves environmental gain

overall, but accepts what might be a compromise in certain areas as a consequence. The overall sustainability benefits however need to be explicit and guaranteed. The circumstances where such an approach may be suggested, and the detail of any flexibilities cannot be specified at this stage, but this MoU establishes that all parties are prepared to consider such an approach. This will enable joint working which:

- goes beyond the norm, adding value to the working relationship through the outcomes that result
- commits all parties to exceptional agreements that break the mould, provide radical solutions that set a benchmark, and set an example for joint working between local authorities and the government agencies, but without compromising legal standards or each others responsibilities and/or statutory duties.

The parties also recognise that a key element of achieving the objectives and outcomes is an approach to joint working which considers, at an early stage, the issues set out in action plan (Appendix 1 of the MoU) and seeks effective strategic sub regional solutions.

The parties agree that delivery of the Outcomes and the Action Plan will also depend additionally on co-operation and joint working with other key organisations not party to the Memorandum. This will essentially, but not exclusively, include the water companies, waste authorities and other members of the Defra family i.e. the Forestry Commission and English Heritage.

## **5) ENVIRONMENTAL OUTCOMES AND TARGETS FOR SOUTH HAMPSHIRE SUB-REGION**

Our vision is that growth in the South Hampshire sub-region is of an environmentally exceptionally high standard and is supported by timely infrastructure.

All parties are committed to working together to deliver the following environmental outcomes:

1. To ensure that new development is located and designed to prevent the risk of flooding and coastal erosion and to reduce overall flood risk
2. To ensure that flood and coastal risk management infrastructure is provided to an appropriate standard and that funding is secured for effective flood risk management to support sustainable development and protect existing communities
3. To use natural resources wisely, minimising waste and ensuring the maximum reuse of materials in new development
4. To achieve zero waste to landfill in South Hampshire by 2016
5. To ensure a sustainable supply of water and sewage treatment to meet the needs of the Sub Region and secure an overall reduction in water use and abstraction.
6. To achieve the highest standards of environmental sustainability in new homes and new commercial buildings, with all new dwellings meeting Code for Sustainable Homes level 3 moving to level 6 by 2016, and commercial buildings meeting the BREEAM Excellent rating by 2012
7. To enable communities and the natural environment mitigate and adapt to climate change
8. To implement an agreed Green Infrastructure Strategy as an integral element of all development and growth.

9. To achieve Biodiversity Action Plans and other land management targets and secure development that is consistent with European Directives.
10. To improve connectivity between people and the natural environment as a contribution to achieving health, education and other social and community targets.

Joint work for each of these outcomes will be underpinned by an action plan. The action plan will include targets and milestones so that performance can be measured.

All parties recognise that not all of this work will be able to progress at once; therefore we will undertake a joint prioritisation exercise to guide the implementation of the Action Plan.

## **6. MANAGING THE MOU**

The PUSH Sustainability and Community Infrastructure Delivery Panel will oversee compliance with the MoU and environmental infrastructure planning generally. The action plan that is covered by this MoU will be reported and monitored on a six monthly basis by the Panel.

To provide a platform for regular communication all parties will identify lead contacts who will be responsible for relationships with PUSH Sustainability and Community Infrastructure work and the implementation and refresh of the MAA. These officers will attend the Sustainability and Community Infrastructure Delivery Panel chaired by PUSH.

All parties will also contribute to the technical sub-groups such as the Sustainability and the Community Infrastructure Delivery sub-groups.

Natural England's Regional Spatial Project will be the primary point of contact for NE and PUSH.

The Environment Agency and Natural England will be represented on the PUSH Programme Board and Overview and Scrutiny Committee to monitor and resolve relevant issues of importance.

For the first year the MoU will be reviewed 6 monthly after which it will be reviewed annually following the completion of a review questionnaire.

## APPENDIX 1: Action Plan

To implement these actions we will develop programmes and/or establish working groups within the ethos of partnership working, and identify resource requirements. We agree to work together under the principles set out above on the following actions:

**(This action plan is only developed to a basic level at present and simply identifies the key outcomes to which more specific actions will be jointly agreed at a later**

<b>Outcome 1</b>	<b>To ensure that new development is located and designed to prevent the risk of flooding and coastal erosion and reduce overall flood risk taking into account the net improvements in floodrisk to existing communities that can be achieved.</b>
<b>Action</b>	

stage)

<b>Outcome 2</b>	<b>To use natural resources wisely, minimising waste and ensuring the maximum reuse of materials in new development.</b>
<b>Action</b>	

<b>Outcome 3</b>	<b>To ensure an adequate supply of water and sewage treatment to meet the needs of the Sub Region and secure an overall reduction in the rate of water use</b>
<b>Action</b>	

<b>Outcome 4</b>	<b>To achieve the highest standards of environmental sustainability in new homes and new commercial buildings, with all new dwellings meeting the Sustainable Buildings Code level 6 by 2016, and commercial buildings meeting the BREEAM Excellent rating by 2012</b>
<b>Action</b>	

<b>Outcome 5</b>	<b>To enable communities and the natural environment mitigate and adapt to climate change</b>
<b>Action</b>	

<b>Outcome 6</b>	<b>To implement an agreed Green Infrastructure Strategy as an integral element of all development and growth</b>
<b>Action</b>	

<b>Outcome 7</b>	<b>To achieve Biodiversity Action Plan and other land management targets and secure development consistent with European Directives</b>
<b>Action</b>	

<b>Outcome 8</b>	<b>To improve connectivity between people and the natural environment as a contribution to achieving health, education and other social and community targets.</b>
<b>Action</b>	

The following action plans will support the delivery of all of the outcomes:

<b>All outcomes</b>	<b>Spatial planning</b> <p>We will continue working together with local planning authorities on Local Development Frameworks and their constituent Local Development Documents (LDDs), including the provision of a robust and credible evidence base (as required by PPS12).</p> <p>We will ensure that engagement with local planning authorities and will encourage early discussions to agree joint working and priorities, with the intention of avoiding objections at the consultation stages.</p> <p>All parties to the MoU need to work together to ensure that the agreed environmental objectives and targets are met and that the environmental infrastructure requirements needed to deliver sound LDDs are identified and secured. Some environmental infrastructure may not be deliverable by a single LPA and may need management and intervention by PUSH at a sub-regional level.</p>
---------------------	---

<b>All outcomes</b>	<b>Evidence base and information sharing</b> <p>In developing all future evidence bases, there is agreement:</p> <ul style="list-style-type: none"><li>• to the principle that all relevant information that any party to this MoU holds is available to other parties, accepting that for reasons of commercial or other sensitivity there will be exceptions.</li></ul> <p>The above information is to be made available on request to MoU parties in an electronic form and provided within 14 working days. Requests are to be as specific as possible.</p> <ul style="list-style-type: none"><li>• to inform people when data collection is planned.</li></ul> <p>Consultation with MoU parties shall take place prior to significant programmes of data collection being determined, with a clear objective of maximising the mutual use of such data, and with the option of cost sharing being actively considered where mutual benefits are evident.</p> <p>Briefs to consultants shall include a requirement to consult with MoU partners and to consider, and cost where appropriate, providing raw data to partners. Unless otherwise agreed additional costs associated with manipulating data to provide it in the appropriate form will be borne by those benefiting.</p> <ul style="list-style-type: none"><li>• to consider the scope to enter into partnership agreements for modelling and data collection.</li></ul>
---------------------	--

