

Appendix 1

CENTRAL LINCOLNSHIRE JOINT STRATEGIC PLANNING MEMORANDUM OF UNDERSTANDING

AN AGREEMENT BETWEEN LOCAL PLANNING AUTHORITIES TO
PROVIDE AND SUPPORT A JOINT STRATEGIC PLANNING
COMMITTEE FOR CENTRAL LINCOLNSHIRE

JUNE 2023



This Memorandum of Understanding is made as an agreement between the Local Planning Authorities, known jointly as the Partner Local Planning Authorities, of:

The City of Lincoln Council (CoL); of City Hall, Beaumont Fee, Lincoln LN1 1DF

The North Kesteven District Council (NKDC); of District Council Offices, Kesteven Street, Sleaford, NG34 7EF

The West Lindsey District Council (WLDC); of The Guildhall, Marshall's Yard, Gainsborough DN21 2NA

The Lincolnshire County Council (LCC); of County Offices, Newland, Lincoln LN1 1YL

This Memorandum of Understanding is made pursuant to establishment of the "Central Lincolnshire Joint Strategic Planning Committee" under the Planning and Compulsory Purchase Act 2004, section 29.

This Memorandum of Understanding may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same document.

This Memorandum is made on the day of, 2023 as an agreement between the local planning authorities.

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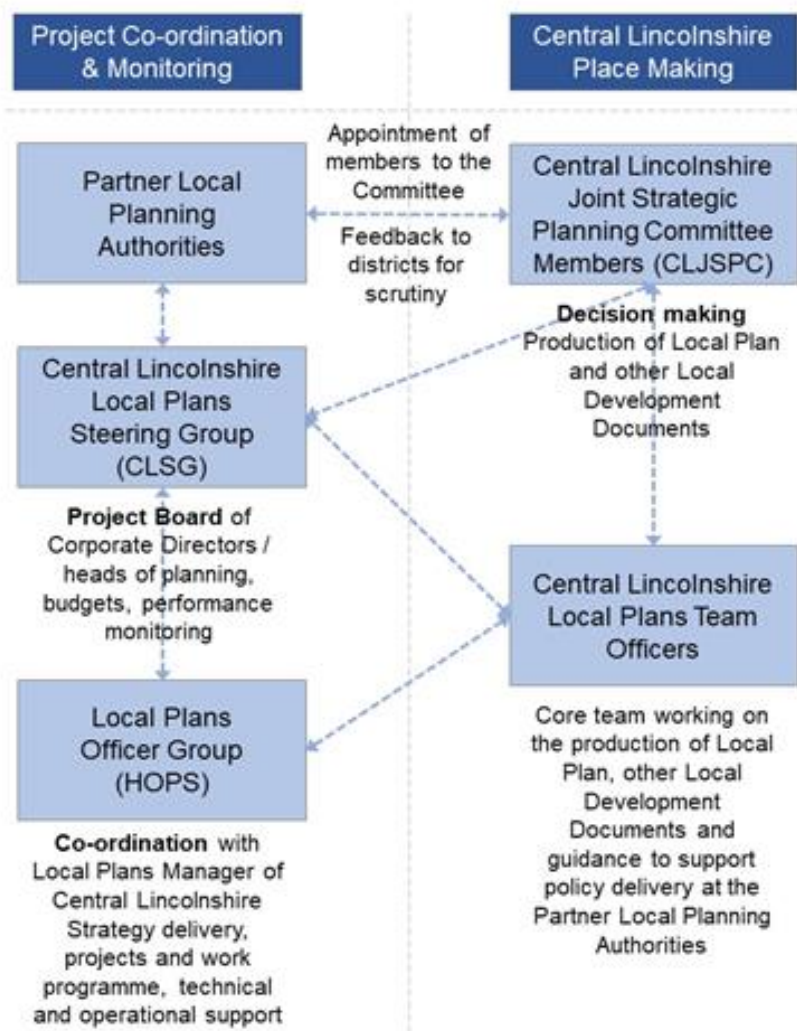
AUTHORISATIONS OF THE CENTRAL LINCOLNSHIRE JOINT STRATEGIC PLANNING COMMITTEE MEMORANDUM OF UNDERSTANDING

(A) PREAMBLE

- A1. The Partner Local Planning Authorities (PLPAs) of City of Lincoln, North Kesteven, West Lindsey and Lincolnshire County have endorsed the need for joint strategic planning in a Joint Local Development Scheme under the Planning and Compulsory Purchase Act 2004. In the Local Development Scheme, the PLPAs will identify the preparation and adoption of joint Local Development Documents that will help to comprise part of the Local Development Framework under the 2004 Act as amended.
- A2. It is agreed that executive decision-making during the formulation, submission and adoption of the identified joint Local Development Documents will be exercised by the PLPAs in a single coordinated manner, via a “Central Lincolnshire Joint Strategic Planning Committee” (the “Joint Committee”). This Memorandum of Understanding establishes the principles of such a Joint Committee arrangement.
- A3. This Joint Committee arrangement will also encompass the review of the identified joint Local Development Documents, and the formulation, submission, adoption, and review of those similarly identified by all the PLPAs in any revised Local Development Scheme.
- A4. The Joint Committee will thus be the decision-making body for the PLPAs of City of Lincoln, North Kesteven and West Lindsey as a local planning authority in its own right on matters relating to the joint Local Development Scheme and identified joint Local Development Documents.
- A5. The Partner Local Planning Authority of Lincolnshire County has committed to working within the Joint Committee to produce the identified joint Local Development Documents. This Memorandum of Understanding establishes the principles of this arrangement.
- A6. The diagram overleaf illustrates the relationship between the Joint Committee and the PLPAs.
- A7. Development management remains the responsibility of City of Lincoln, North Kesteven, West Lindsey and, for minerals and waste and other county development, Lincolnshire County not the Joint Committee.

- A8. This Memorandum of Understanding also signifies that all PLPAs will support the Joint Committee, principally through the resourcing of a joint planning unit (known as the Local Plans Team), including secondment of appropriately skilled and experienced staff necessary to progress the work programme in a professional manner and to timescale, and appropriate budget and other resources as necessary. The success of joint planning depends on such commitment.

Functional Relationship of The Statutory Joint Plan Making Structure in Central Lincolnshire



(B) Establishment of the Joint Committee

- B1. The Joint Committee is established in accordance with requirements set out in the Planning and Compulsory Purchase Act 2004, under Section 29 – power for two or more authorities to appoint a joint committee. The following sections of the 1972 Local Government Act shall also apply: Section 103 – expenses incurred by a joint committee defrayed between the authorities; Section 104 – disqualification for membership of a joint committee as per normal local authority rules;
- B2. North Kesteven District Council shall be the accountable and auditing body for administration of the Joint Committee including administration of rules and procedures.

(C) Area of Jurisdiction of the Joint Committee

- C1. The Joint Committee will function as a Planning Authority for Central Lincolnshire, as laid down by the Secretary of State in the Central Lincolnshire Joint Committee Order 2009 which comprises the administrative areas of:

The City of Lincoln;
The North Kesteven District Council; and
The West Lindsey District Council.

- C2. The area of jurisdiction is shown in Appendix A.

(D) Scope of the Joint Committee

- D1. On behalf of the PLPAs, the Joint Committee will have responsibility for deciding on:-
- (i) the formulation, submission, adoption, and review of joint Local Development Documents identified in the Local Development Scheme.
 - (ii) the formulation, submission, adoption, monitoring and revision of the Local Development Scheme, in respect of joint Local Development Documents.
 - (iii) the formulation, submission, adoption, monitoring and review of joint Local Development Documents identified in any revised Local Development Scheme.

- D2. On behalf of the PLPA of Lincolnshire County, the Joint Committee will have responsibility as key stakeholder for advising the County Council on:
- (i) the formulation, adoption and review of development-related County Council infrastructure proposals and service proposals.
- D3. In order to discharge its responsibilities, the Joint Committee may commission such studies and advice as it considers necessary, via the Local Plans Team.
- D4. On behalf of the PLPAs, the Joint Committee will have responsibility for advising on:
- (i) the formulation and submission of bids and proposals as appropriate; and
 - (ii) oversight and review of externally funded programmes not within the remit of the Joint Committee but material to the work undertaken by or on behalf of the Joint Committee and shared resources
- D5. Responding to external consultations from government and other organisations and authorities.
- D6. For the avoidance of doubt, this Agreement is limited to the powers laid out herein. It does not include any statutory responsibilities of the Local Transport Planning, Minerals and Waste Local Development Framework or duty to prepare an Economic Assessment.

(E) Membership of the Joint Committee

- E1. The Joint Committee shall have a total of 12 Members, including the Chairman.
- E2. Each PLPA shall appoint Members to the Joint Committee as per the following quotas:-

CoL = 3 Members of CoL
NKDC = 3 Members of NKDC
WLDC = 3 Members of WLDC
LCC = 3 Members of LCC

Plus 1 reserve Member for each respective authority.

- E3. PLPA Members appointed to the Joint Committee shall follow their respective PLPAs' Members' Code of Conduct in all respects, as per their signed Declarations of Office.
- E4. Subject to unanimous agreement of the Joint Committee, it may co-opt members of other organisations onto the Joint Committee.

(F) Voting Rights

- F1. Only duly appointed Members of PLPAs shall have voting rights on the Joint Committee and be known as Joint Committee Members.
- F2. A co-opted member shall not be entitled to vote at any meeting.

(G) Observers of the Joint Committee

- G1. Observers may be called upon to contribute to debates but shall not be entitled to vote at any meeting.

(H) Appointment of Members to the Joint Committee

- H1. Each PLPA shall formally appoint its quota of Members to the Joint Committee in accordance with its own constitutional arrangements for appointing to committees/outside bodies.
- H2. Each PLPA shall formally appoint a named substitute Member as reserve in case of casual vacancy or inability of an appointed Member to attend, but otherwise there shall be no substitute Members allowed.
- H3. Tenure of appointment shall be at the discretion of the Partner Local Planning Authorities (PLPA) and will be subject to the limitations and constraints as set out in the Statutory Instrument.

(I) Expenses of the Joint Committee

- I1. Any expenses payable to Members as a result of their membership of the Joint Committee will be reimbursed by the individual PLPAs in accordance with their own Members' allowances schemes.
- I2. The accountable body shall meet its own costs in servicing the Joint Committee.

(J) Meetings of the Joint Committee

- J1. The Joint Committee shall in every year hold an annual meeting with the first meeting held after 31st May in any year being the annual meeting.
- J2. At the annual meeting, ordinary meetings shall be scheduled for the ensuing year. These will usually be held quarterly, but may vary depending on business to be transacted.
- J3. Extraordinary meetings may be called in addition to ordinary meetings:
- by the Secretariat at the request of the Chairman, or
 - by the Secretariat at the request of the Local Plans Manager with consent of the Chairman, or
 - where any 3 voting Members of the Joint Committee request such a meeting and have signed a requisition presented to the Chairman of the Joint Committee and they have refused to call a meeting or have failed to call a meeting within seven days of the presentation of the requisition.
- J4. Notice and summons to meetings will be given at least 10 clear days before a meeting.

(K) Quorum

- K1. The quorum of a meeting of the Joint Committee will be 5 Members.

(L) Appointment of Chair to the Joint Committee

- L1. The annual meeting of the Joint Committee shall appoint a Chairman and Vice-Chairman from amongst the PLPA Members for the year ending 31st May in accordance with the Statutory Instrument, with the presumption being that chairmanship rotates between the PLPAs.
- L.2 If the Chairman or Vice-Chairman role becomes vacant during the term of office, the next meeting of the Joint Committee shall appoint a replacement.
- L3. The Chairman shall preside at meetings. In their absence it shall be the Vice-Chairman. If both are absent, another Member appointed by the Joint Committee shall preside for the purposes of that meeting only.

(M) Meeting Procedures

- M1. Procedures of meetings of the Joint Committee shall be as stipulated in the Statutory Instrument. The Joint Committee may adopt additional complementary procedures via making, varying and revoking standing orders.
- M2. As the Joint Committee is a local planning authority, its meetings shall be subject to the same rules, such as Access to Information rules, as the PLPAs, subject to the rules specified in the Statutory Instrument establishing this Joint Committee.
- M3. All business items shall be open to public participation, except those items that are declared confidential or exempt under relevant Acts.
- M4. In all cases, minutes shall be taken and attending Members, co-opted members and observers shall be recorded in minutes along with declarations of personal or personal and prejudicial interests.
- M5. All issues before a meeting shall be decided upon by a simple majority of those Members voting and present in the room at the time the question is put. Unless a recorded vote is demanded, the Chairman will take the vote by show of hands or, if there is no dissent, by the affirmation of the meeting.
- M6. If there are equal numbers of votes for and against a particular motion, the Chairman will have a second or casting vote. There will be no restriction on how the Chairman chooses to exercise a casting vote.

(N) Venue and Administration of Meetings of the Joint Committee

- N1. Meetings will take place at the offices of each of the district PLPAs on a rotating basis. The cost of accommodating these meetings will be borne by the host PLPA.
- N2. A committee secretariat will be provided by the accountable body, supporting all meetings of the Joint Committee by dealing with procedural matters associated with the arranging, calling and running of meetings, including taking and producing minutes, and by providing advice on points of procedure and the responsibilities of the Joint Committee as necessary.
- N3. Should the PLPAs agree that the host authority for meetings of the Joint Committee will provide the services of a committee administrator, where this is on a rotating basis, the cost of this service will be borne by the respective PLPAs.

(O) Overview and Scrutiny of the Joint Committee

- O1. Formal overview and scrutiny of the Joint Committee's deliberations shall be exercised by the PLPAs' existing arrangements as they see fit.
- O2. At the annual meeting each year, the Local Plans Team shall submit an annual report to the Joint Committee which in turn will be submitted to each PLPA reporting on progress of Joint Committee over the preceding year and progress anticipated in the coming year.

(P) Central Lincolnshire Local Plans Team

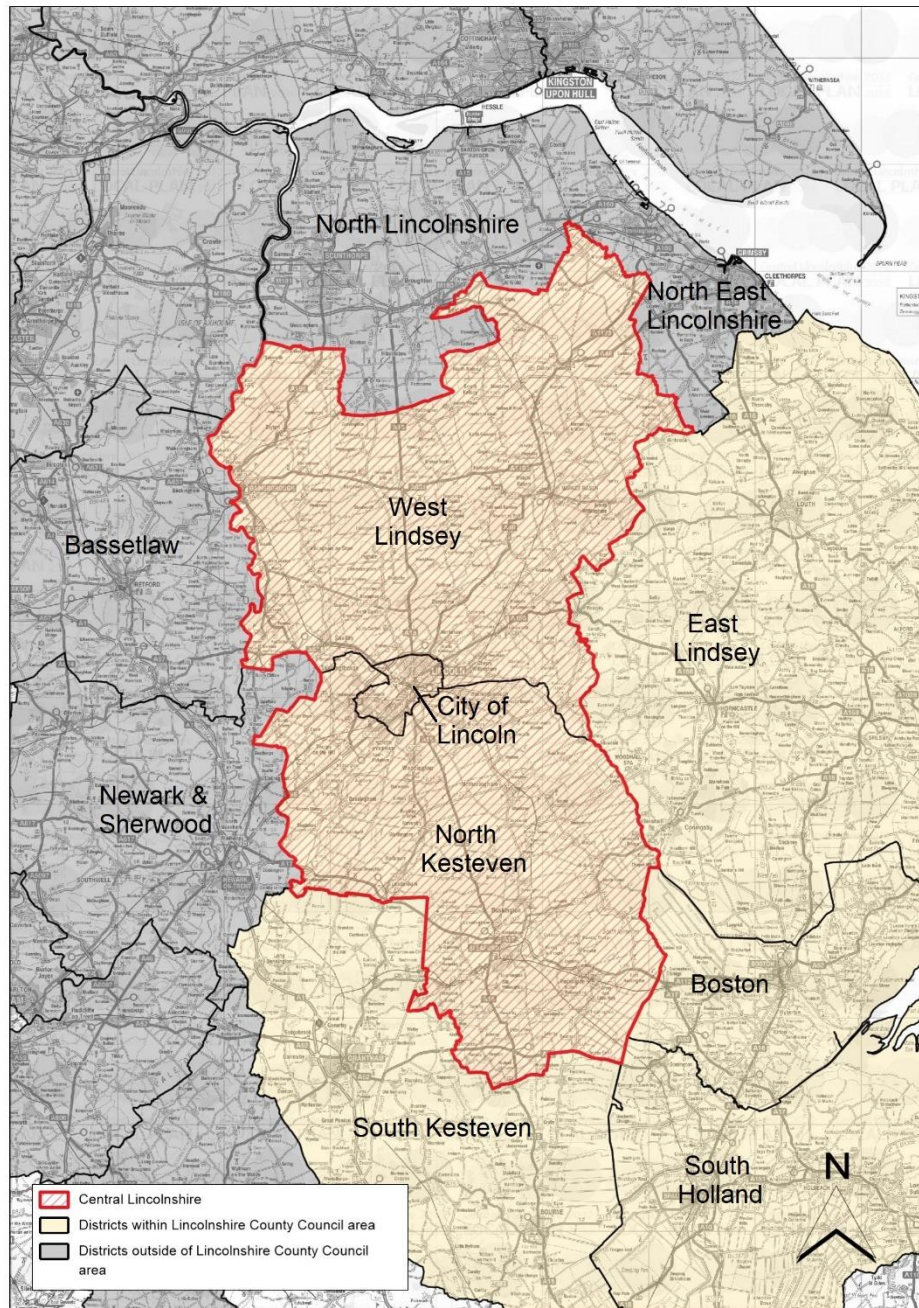
- P1. Each PLPA agrees to the servicing of the Joint Committee by a Local Plans Team (appointed by CoL, NKDC, and WLDC accountable to the Joint Committee, with financial resources agreed by the PLPAs, via their regular service and financial planning processes.
- P2. Each PLPA agrees to formally identifying resources to enable the Local Plans Team to function and deliver according to adopted timeframes of the Local Development Documents.
- P3. Each PLPA's resource contribution towards the Local Plans Team shall be in direct proportion to their quota of Members on the Joint Committee. The individual PLPAs shall not be obliged to exceed the budget commitments made by them (via their regular service and financial planning processes), though individual PLPAs may choose to increase their proportional contribution as a result without rebate.
- P4. Resource requirements for the work of the Joint Committee shall be identified by the Local Plans Team and presented to the Joint Committee for endorsement and for onward submission to PLPAs for their address.
- P5. The Local Plans Team will be accountable to the Joint Committee and will ensure that advice given to it is competent and compliant with current law and good practice.
- P6. The strategic overview of the work programme and priorities of the Local Plans Manager and Local Plans Team will be provided by the Heads of Planning group, comprising lead officers from each of the constituent PLPA and will ensure that there is a suitable level of technical and professional expertise available to it and the Joint Committee to give competent advice.
- P7. The typical range of work of the Local Plans Team is set out in Appendix B.

(Q) Modification and Termination of Agreement

- Q1. Amendments or modifications to this Agreement will require the consent of all PLPAs.
- Q2. This Agreement shall continue in force unless and until the Secretary of State has revoked the order constituting the Joint Committee as the local planning authority under section 31 of the Planning and Compulsory Purchase Act 2004.

APPENDIX A - Joint Committee Area of Jurisdiction

Central Lincolnshire area and Surrounding area



APPENDIX B - Local Plans Team Range of Work in support of the Joint Committee

Principal duties

1. Production and Submission of a Local Development Scheme and Statement(s) of Community Involvement.
2. Production and Submission of identified joint Local Development Documents helping to form part of the Development Plan.
3. Community engagement as per the Statement(s) of Community Involvement.

Other Duties

1. Advice and participation in the co-ordination of sub-regional planning and infrastructure proposals and cross-boundary strategic planning on infrastructure issues, including transport infrastructure.
2. Development of evidence in support of Local Development Documents.
3. Supporting the PPLAs in the implementation of the Local Plan and other related matters.
4. Supporting the monitoring of Local Development Documents with PPLAs.
5. Appearance as expert witness at Examinations into Local Development Documents.
6. Representation of the interests of the Joint Committee in promoting the plan and other related activities with the media and with other external organisations.
7. Representing the interests of the Joint Committee in responding to consultations by Government, neighbouring authorities or other bodies.
8. Development and maintenance of a clear and comprehensive website.
9. Any duties requested of them by the Joint Committee.

AUTHORISATIONS OF THE CENTRAL LINCOLNSHIRE JOINT STRATEGIC PLANNING MEMORANDUM OF UNDERSTANDING

Signed on behalf of City of Lincoln

Name Signature

Position

Date

Signed on behalf of North Kesteven District Council

Name Signature

Position

Date

Signed on behalf of West Lindsey District Council

Name Signature

Position

Date

Signed on behalf of Lincolnshire County Council

Name Signature

Position

Date