

**Thames Basin Heaths
Joint Strategic Partnership
28 March 2011
Council Chamber, Surrey Heath Borough Council**

Notes of Meeting

Present:

Board Members

Cllr Jenny Wicks	Guildford Borough Council
Cllr James Radley	Hart District Council
Cllr Geoff Woodger	Runnymede Borough Council
Cllr Roland Dibbs	Rushmoor Borough Council
Cllr Moira Gibson	Surrey Heath Borough Council
Cllr Lynne Hack	Surrey County Council
Cllr David Inman	Waverley Borough Council
Cllr Graham Cundy	Woking Borough Council
Cllr Angus Ross	Wokingham Borough Council

Advisory Board Members

Stan Abbott	Forestry Commission
Patrick McKernan	Natural England
Alison Potts	Natural England
Ian Hepburn	Wildlife Trusts in the South East

Officers/Observers

Julie Gil	Bracknell Forest Borough Council
Simon Kiely	Guildford Borough Council
Lesley Waddell	Guildford Borough Council
Andrea Davies	Guildford Borough Council
Phil Allen	Hampshire Borough Council
Joanne Bettany-Simmons	Hart District Council
Katie Bailey	Rushmoor Borough Council
Paul Druce	Surrey County Council
Jenny Rickard	Surrey Heath Borough Council
Jess Taylor	Surrey Heath Borough Council
Mike Waite	Surrey Wildlife Trust
Paul Falconer	Waverley Borough Council
Claire Beaumont	Woking Borough Council
Brett McAllister	Woking Borough Council
Graham Ritchie	Wokingham Borough Council
Claire Beaumont	Woking Borough Council

1. Apologies

- 1.1 Apologies had been received from Kate Ashbrook (Open Spaces Society), Cllr Mary Ballin (Bracknell Forest Borough Council), Sam Dawes (RSPB), Hayley Fry (Federation of Master Builders) and Councillor Jonathan Glen (Hampshire County Council), Cllr David Hilton (Royal Borough of Windsor and Maidenhead), Cllr Mary Sheldon (Elmbridge), Simon Newell (.Natural England), Richard Ford (Runnymede Borough Council), Sarah

Veasey(Elmbridge Borough Council), Ken Anckorn (Surrey Wildlife Trust), Carrie Temple (RSPB), Grahame Keane (Waverley Borough Council) and Phillip Gill(Royal Borough of Windsor and Maidenhead).

2. Minutes and Matters Arising

2.1 The minutes of the previous meeting were agreed after the following amendments:

- (i) Attendance – Delete ‘Hart borough Council’ and insert ‘Hart District Council’.
- (ii) Paragraph 5.1 – Delete ‘Simon Newell’ and insert ‘Simon Ewell’.
- (iii) Paragraph 5.4 – Delete ‘through an interest free loan’.

3. Matters Arising

- 3.1 Community Infrastructure Levy (CIL) – Officers would be meeting shortly with the Department for Communities and Local Government and an update would be submitted to the following meeting.
- 3.2 Localism Bill – This bill was in a state of flux and it had not been possible to present a report to this meeting. A report would be submitted to the next meeting. In the meantime, a number of organisations would be feeding into considerations on the Bill and members were encouraged to comment through those bodies.
- 3.3 Windfall Sites – Members recognised that even if the housing targets in the South East Plan were scrapped, housing targets will still be required. A number of Councils had sought to include windfall sites in planning processes and there was continued concern over the Green Belt.

A number of Councils had attempted to include windfall sites in core strategies, given that often this was the main source of housing sites. It was noted that all planning policy guidance would be wrapped up in the National Policy Guidance, but housing targets were unlikely to be scrapped.

4. Terms of Reference

- 4.1 The Board considered a report proposing changes to the Terms of Reference of the Partnership.
- 4.2 The main change proposed was to paragraph 2.13 to make it clear that one of the Partnership functions would be to approve the annual budget and financial plan for the SAMM, arising from a requirement of the Memorandum of Understanding. It was agreed that the SAMM Board would provide a six-monthly report to the JSPB.
- 4.3 It was noted that Surrey and Hampshire County Councils were already voting members, but would also be included under the amended TORs as planning authorities. However, the additional role carried ‘advisory’ status only and would not carry voting rights.

- 4.4 Financial Plan and Budget – The TORs, at 2.13 referred to ‘approving an annual plan and budget for the SAMM Project’, whilst the draft legal agreement referred only to the ‘financial plan’. It was agreed that the legal agreement be amended to be consistent with the TORs.
- 4.5 Procedures – It was agreed incorporate a requirement for Natural England to submit six-monthly reports on work done.

Actions:

- (i) **A revision to clause 2.13 of the TORs, as amended in paragraphs 4.4 and 4.5 (above), be agreed to include reference to approving an annual financial plan and budget for the SAMM project;**
- (ii) **The Legal Agreement be amended to match the reference in paragraph 2.13 to ‘Financial Plan and Budget’: and**
- (iii) **The SAMM Board to report six-monthly to the JSPB**

5. SAMM Project Legal Agreement Update

- 5.1 Members were reminded that there had been delays in the issue of the final Memorandum of Agreement, resulting in Local Authorities being unable to sign up and a delay in the start of the project from April 2010 to June 2011.
- 5.2 Whilst the draft legal agreement had been circulated, the final wording of Clauses 3.1.1 and 10.3 had yet to be agreed. This related to payment of monies collected and the review and routes to termination of the agreement at a later stage.
- 5.3 Funds – Members recognised the wording of paragraph 3.1.1 was acceptable where monies were paid up front. However, an issue was identified for Councils where monies were paid on the grant of planning permission. It was noted that this clause stipulated ‘all amounts of the Guideline Tariff they have received’.
- 5.4 Termination – Members recognised that the agreement was an administrative mechanism to enable Responsible Authorities to meet those responsibilities. In the event that the agreement was terminated, it would be necessary to put another mechanism in place to meet these requirements. It was agreed that a 2/3rd majority should be required for the termination of the Agreement.
- 5.5 Adjustments – Members recognised that some minor changes may prove necessary and agreed to such minor changes being made by the officers with the prior agreement of the Chairman.
- 5.6 Deadline – The Board agreed to set a deadline for all Authorities to sign up to the Agreement of 30 June 2011.

Actions:

- (i) **To agree the wording of Clause 3.1.1, as tabled;**
- (ii) **To agree to the wording of Clause 10.3 after ‘all parties’ is amended to ‘a 2/3rd majority of voting members’;**

- (iii) **Officers be authorised to make minor changes to the Agreement , subject to the prior agreement of the Chairman; and**
- (iv) **A deadline be set for all Authorities to sign up to the Agreement by 30 June 2011.**

6. SAMM Project Budget

- 6.1 Patrick McKernan presented an updated report on the SAMM budget and in particular, on a projected deficit in years 1 to 3 which could be in the region of £250,000. Whilst Natural England had agreed to provide forward funding for the first three years, the projected deficit was beyond that which the Organisation could sustain.
- 6.2 Patrick and Simon Ewell had reviewed project proposals, considering legality of funding, fixed costs and flexible costs, projections on proportions of the total bill in the South East Plan, to try to balance non-fixed elements of the budget to 20% of the Project.
- 6.3 Two measures were proposed, which taken together, could assist, namely:
 - (i) To reduce the Project spend in Year 1
 - (ii) To seek agreement to use a greater proportion of the Tariff in the first two years.
- 6.4 The Legal Agreement, at Clause 3.2, allowed Natural England to receive additional payments at the end of the third financial year. Members were asked to consider revision to this Clause to allow for this mechanism to be used in the first two years of the Project. The proposal was for a reduced expenditure in Year 1 and the use of 60% of the tariff income in Year 1, 50% in Year 2 and reverting to 30 % in Year 3.
- 6.5 Members agreed to the use of up to 60% of tariffs received in Year 1, up to 50% in year 2 and up to 30 % in Year 3.
- 6.6 Having considered the project income, costs and indicative budget and recognising that further expenditure could be committed if the tariff income rose above current estimates, members recognised the need for Natural England to have flexibility built into the Legal Agreement to reduce the project spend further if there was a reduction in the estimated income, taking into account proposed changes agreed at 6.6 above. Members agreed to the following additional change to Clause 3.2:

Delete: 'Natural England shall in any event comply with the Financial Plan each year and budget in accordance with such plan'

Insert: 'Natural England shall in any event use best endeavours to comply with the Financial Plan and budget in accordance with such plan.'
- 6.7 Members considered a proposal that any revisions to guideline tariffs at Clause 2.4 of the Legal Agreement should be first agreed by the Board. This was supported by Natural England.

- 6.8 Data Collection - Members noted concerns that some of the measures and in particular delays to installing pressure mats, could lead to insufficient data being available on visits to the Visitor Centre, in advance of the Examination in Public during Year 2.
- 6.9 It was reported that the bird survey had commenced and that proposals were structured on base level expenditure in Year 1, with the minimum number of staff to operate. The pressure pads, whilst desirable, would cost a further £17,000 on top of the projected costs for Year 1.

Action: To agree the proposed 2011/12 to 2013/14 financial plan and budget for the SAMM Project, subject to the following:

- (i) **A reduction in project spend in Year 1;**
- (ii) **the use of up to 60% of tariffs received in Year 1, up to 50% in year 2 and up to 30 % in Year 3.**
- (iii) **the following additional change to Clause 3.2 of the Legal Agreement:**

Deletion of: 'Natural England shall in ant event comply with the Financial Plan each year and budget in accordance with such plan'

Insertion of: 'Natural England shall in any event use best endeavours to comply with the Financial Plan and budget in accordance with such plan.'

- (iv) **amendment of Clause 2.4 of the Legal Agreement to the effect that any revisions to guideline tariffs should be first agreed by the Board**

7. Any Other Business

- 7.1 SANGS in Wokingham at Rooks Nest Farm – Councillor Angus Ross reported that Wokingham Borough Council had opened its first SANGS between Finchampstead and Barkham.
- 7.2 Hawley Meadows/ Blackwater Park – Jenny Rickard reported that the SANGS was now 'open for business'

8. Date of Next Meeting

- 8.1 A further meeting would be arranged after the Legal Agreement had been signed.