

# Lichfield District Council



## Local Plan Allocations (Focused Changes)

### Duty to Cooperate Paper

April 2018



## Contents

1.0	Introduction .....	2
2.0	With whom will the Council need to cooperate with? .....	2
3.0	Demonstrating we have met the duty to co-operate .....	5
4.0	National and Local Policy context .....	6
5.0	Strategic Issues.....	9
6.0	Strategic Matters to be addressed.....	10
6.1	Housing .....	10
6.11	Employment.....	11
6.15	Rugeley Power Station .....	11
6.18	Cannock Chase Area of Outstanding Natural Beauty .....	12
6.20	Cannock Chase Special Area of Conservation (SAC) .....	12
6.23	River Mease Special Area of Conservation (SAC).....	12
6.26	Gypsy, Traveller and Travelling Showpeople .....	13
6.29	Transport - highways.....	13
6.35	Transport – Rail .....	14
6.39	Water and flooding .....	14

## Appendices

Appendix A: Duty to Cooperate Schedule Tables A-I Strategic Issues

Appendix B: Duty to Co-operate Contact List

Appendix C: Email sent as Part of Regulation 18 consultation

Appendix D: Email sent as part of Regulation 19 consultation March 2017

Appendix E: Email sent as part of Regulation 19 Consultation focused changes January 2018

Appendix F: Duty to Cooperate Matters identified in the Local Plan Strategy Inspectors Report  
January 2015

## 1.0 Introduction

1.1 The duty to co-operate is a legal and soundness test that requires cooperation between Local Planning Authorities and other public bodies to maximise the effectiveness of policies for strategic matters in Local Plans in relation to planning sustainable development. It is required by Section 110 of the Localism Act 2011 and amended Part 2 of the Planning and Compulsory Purchase Act 2004 Section 33A. It places a duty upon the Local Planning Authority to engage constructively, actively and on an ongoing basis when preparing a Local Plan and requires the local planning authority to have regard to the activities of other prescribed authorities on strategic matters including sustainable development and infrastructure that would have significant wider impacts and involves at least 2 planning areas.

1.2 Further information on what may constitute strategic matters is given at NPPF paragraph 178 and paragraph 156 where strategic priorities which a local plan should deliver are set out and include:

- The homes and jobs needed in the area;
- The provision of retail, leisure and other commercial development;
- The provision of infrastructure for transport, telecommunications, waste management, water supply, wastewater, flood risk;
- The provision of health, security, community and cultural infrastructure and other local facilities; and
- Climate change mitigation and adaptation, conservation and enhancement of the natural and historic environment, including landscape.

1.3 As part of its Local Plan the Council is expected to consider whether to consult on and prepare, and enter into and publish, agreements on joint planning approaches and to consider whether to prepare joint local development documents. Where the issue can be adequately addressed within the administrative area and does not require cross boundary cooperation a strategic approach may not be required. It is therefore necessary first to identify the issues that require cross boundary co-operation and then which parties are needed to address the issues.

1.4 This document provides the evidence to demonstrate that Lichfield District Council has complied with its duty. It contains a list of matters which are deemed to be strategic matters and how these matters have been addressed thus far. It then sets out which issues may require joint working, which local authorities and other bodies are affected and what action is proposed to address the issues and timescales involved. The Duty to Co-operate schedule attached at **Appendix A** is a 'live document' and as such will be updated as and when new strategic issues arise or to reflect new actions required. Although much work has been ongoing for many years, to enable this to be a concise document this Duty to Cooperate statement focuses on the period from February 2016, which is when we received notification that the legal challenge into the Local Plan Strategy had been quashed.

## 2.0 With whom will the Council need to cooperate with?

2.1 Geographically the District has strong spatial connections (north-south) along the A38 corridor and (east-west) along the A5 corridor. In terms of migration patterns and travel to work these links are particularly strong with Birmingham to the south and East Staffordshire to the north, with particularly high levels of in-migration from the conurbation and continued high levels of commuting to work of District residents to jobs in Birmingham and Burton on Trent. This is

strengthened by the A38 and rail links that exist, particularly between Lichfield City and the conurbation.

2.2 The east-west relationship with towns such as Tamworth, Cannock and Rugeley includes balanced migration and travel to work patterns and strong economic and cultural connections. Strong links are also identified with the Black Country, in particular with Walsall, and form our more localised sub-housing market area. All our neighbouring authorities and respective county councils are therefore contacted to help identify the strategic matters.

2.3. In addition the Council is involved in discussions with other planning authorities on cross-boundary issues complying with the legal duty to cooperate which arose through the preparation of the final stages of Local Plan Strategy and have subsequently arisen following the adoption of our own and others Local Plans. This includes Tamworth Borough Council and North Warwickshire, predominantly focusing on Tamworth's development needs and Birmingham Development Plan and as part of the Greater Birmingham Housing Market Area where a shortfall of housing provision against identified need has arisen. Lichfield and 13 other authorities lie within the Greater Birmingham Housing Market Area.

2.4 A further strategic cross-boundary issue emerged during 2016, following the closure of Rugeley Power Station and subsequent discussions over the future of the site. The site, which falls within both Cannock Chase and Lichfield District provides an opportunity for housing as well as mixed use development and will require co-operation between the two local authorities and other stakeholders.

2.5 A number of other cross boundary strategic planning matters were identified within the Local Plan Strategy. It is considered that the Council's ongoing involvement in partnerships relating to the Habitats Directive (namely the two Special Areas of Conservation) should be included in view of their legal status.

2.6 For consideration of cross boundary issues it was appropriate to consult the neighbouring local authorities at both County, Unitary and District level. For Lichfield District Council our neighbouring authorities are:

County Councils

Staffordshire County Council

Warwickshire County Council

Derbyshire County Council

Leicestershire County Council

Unitary authorities

Birmingham City

Walsall Council

District authorities

Cannock Chase District Council

Stafford Borough Council

East Staffordshire Borough Council

Tamworth Borough Council

North West Leicestershire District Council

South Derbyshire Council

North Warwickshire Borough Council

2.7 In addition to our neighbouring authorities and following consideration of the issues and strategic matters described previously it was also appropriate to engage with other nearby authorities that do not adjoin Lichfield District but with whom we have links for example those with whom we share our Housing market and those who share our responsibilities for the Cannock Chase SAC. A full list is at **Appendix B**.

2.8 The duty to cooperate extends beyond local authorities and the Council is required to demonstrate joint working with 'prescribed bodies' as listed in Part 2 of the Town and Country Planning Act 2012. The prescribed bodies relevant to Lichfield District are:

Natural England

Historic England

Environment Agency

Homes and Communities Agency

Highways England

Sport England

Network Rail

North Staffordshire Clinical Commissioning Group

NHS England

Civil Aviation Authority

Office of Rail Regulation

Ministry of Defence

Integrated Transport Authority – Transport for West Midlands

HSE

Greater Birmingham and Solihull Local Enterprise Partnership (GBSLEP)

South Staffordshire Local Enterprise Partnership (SSLEP)

Black Country Local Enterprise Partnership

2.9 The Localism Act 2011 and the NPPF also requires that Local Planning Authorities work collaboratively with private sector bodies, utility and infrastructure providers. For Lichfield District this means:

South Staffs Water

Severn Trent Water

National Grid

Western Power

Burntwood Business Community

Lichfield City BID

HS2

Aggregate operators

2.10 Whilst many of the above bodies are engaged in on-going discussions with Lichfield District Council, it is appropriate to contact each of the bodies with whom we have a duty to cooperate at each stage in the preparation of a Local Plan. The list of those we contact are at **Appendix B** to this report. In addition we have reviewed our own evidence and considered the responses received thus far to identify any matters which could be strategic matters.

2.11 At the Regulation 18 stage for the Local Plan Allocations Document (2016) the prescribed bodies were contacted via email to ascertain the duty to cooperate issues with Lichfield District, they were offered the opportunity to meet and discuss any thoughts or inputs they wished to make in relation to the preparation of the Local Plan Allocations document (Appendix C). Responses were received from: Telford and Wrekin Council and Walsall Council. Subsequently a meeting was held with Telford on 8<sup>th</sup> September 2017 and email exchanges were undertaken with Walsall, which resulted in no issues being identified and no further actions being necessary.

2.12 At the Regulation 19 stage for the Local Plan Allocations Document (March 2017) and in addition to the consultation all the bodies were contacted again via email (Appendix D) to ascertain what were the duty to cooperate issues with Lichfield District. No responses were received to the email however Tamworth Borough responded via their representation and reiterated their requirement to meet unmet housing and employment land requirements and also added their requirement for a gypsy pitch. No further additional issues were identified.

2.13 At the second regulation 19 consultation for the Local Plan Allocations Document entitled the Focused Changes document (January –February 2018) all the consultation bodies were contacted via email with a separate email (Appendix E) sent entitled message for Duty to cooperate partners sent on 8<sup>th</sup> January 2018. A number of responses were received and all responses indicated that the Land Allocations document complies with the duty to cooperate. Responses were received from Tamworth Borough Council, Cannock Chase District Council, Stafford Borough Council, Staffordshire County Council, Walsall Council, Hinckley and Bosworth Borough Council, Cannock Chase AONB Unit, Environment Agency, Severn Trent Water, National Grid, Historic England, Highways England, Sport England. Some of the responses made representations to the strategic matters and to policies and sites within the Plan, however no new issues have been raised as duty to cooperate issues. Where the representations refer to the strategic matters these have been referred to in chapter 5 and Appendix F.

### 3.0 Demonstrating we have met the duty to co-operate

3.1 It is the role of the Local Plan independent Inspector through the Local Plan Examination to assess whether the Local Plan has complied with the duty imposed on the Local Planning Authority by section 33A of the 2004 Act in relation to the Plan's preparation. Local Planning Authorities are

expected to demonstrate evidence of having cooperated constructively, actively and on an ongoing basis with relevant bodies on the strategic matters and to plan for issues with cross-boundary impacts when their plans are submitted for examination and in doing so to have maximised its duty under the Planning and Compulsory Purchase Order Act 2004.

3.2 Whilst there is no set format for the production of the evidence necessary the NPPF does provide examples of effective cooperation. This includes plans or policies prepared as part of a joint committee, a memorandum of understanding<sup>1</sup> or a jointly prepared strategy of an agreed position, joint infrastructure and investment plans. To assist in the identification of strategic issues the joint commissioning of evidence can be used to inform the scale and type of any further cooperation required.

3.3 Not all cross boundary issues will require a MoU and not all of the duty to cooperate partners and prescribed bodies will have strategic issues which need addressing through the Local Plan.

3.4 Many of the issues are monitored through the Authority Monitoring Report (AMR). Rail improvements are included in the infrastructure section, housing completions and provision of gypsy pitches are monitored through the AMR, SHLAA and 5 Year Housing Land Supply. Water quality, Cannock Chase SAC and River Mease SAC are monitored through the AMR and through work undertaken by our partners such as Environment Agency and Natural England and reported through the relevant partnerships detailed in the tables at the end of this document (Appendix A).

## 4.0 National and Local Policy context

### National Planning Policy Framework (NPPF)

4.1 The NPPF states that public bodies have a duty to cooperate on planning issues that cross administrative boundaries, particularly those which relate to strategic priorities. In addition the Government expects (Para 178) joint working on areas of common interest to be diligently undertaken for the mutual benefit of neighbouring authorities. It states Local Planning Authorities:

- Should work collaboratively with other bodies to ensure that strategic priorities across local boundaries are properly co-ordinated and clearly reflected in individual Local Plans (Para 179);
- Joint working should enable local planning authorities to work together to meet development requirements which cannot wholly be met within their own areas (Para 179);
- Take account of different geographic areas, including travel-to-work areas. In two tier areas, county and district authorities should work collaboratively on strategic planning priorities to enable delivery of sustainable development in consultation with Local Enterprise Partnerships and Local Nature Partnerships. Local planning authorities should also work collaboratively with private sector bodies, utility and infrastructure providers (Para 180);
- Demonstrate evidence of having effectively cooperated to plan for issues with cross-boundary impacts when their plans are submitted for examination. This could be by way of plans or policies prepared as part of a joint committee, a memorandum of understanding or a jointly prepared strategy which is presented as evidence of an agreed position (Para 181);

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<sup>1</sup> A Memorandum of Understanding is a formal agreement with relevant duty to cooperate bodies setting out a framework of cooperation on the strategic issues to be addressed. Each MoU is required to be agreed the Portfolio holder to demonstrate political support.



- Cooperation should be a continuous process of engagement from initial thinking through to implementation, resulting in a final position where plans are in place to provide the land and infrastructure necessary to support current and projected future levels of development (Para 181).

### Local Policy Context

4.2 The Lichfield District Local Plan Strategy sets the strategic context for Lichfield District and provides a broad framework and establishes a long-term strategy to manage development, provide services, deliver infrastructure and create sustainable communities upto 2029. It was adopted in February 2015 and the Local Plan Inspector concluded that it had discharged its duty under the Planning and Compulsory Purchase Order Act 2004 as it had ‘cooperated constructively, actively and on an ongoing basis with relevant bodies on strategic matters of housing and transportation and in doing so has maximised the effectiveness of the plan making process.’ (Further detail on this is included at Appendix F)

4.3 Throughout the preparation of the Local Plan Strategy the Council developed strong working relationships with its duty to cooperate partners. Cross boundary cooperation was undertaken on many strategic issues including the commissioning of evidence examples of which include:

- Southern Staffordshire Housing Needs Study and SHMA Update 2012 and Addendum 2013
- Tamworth Future Growth and Infrastructure Study 2008
- Transport and Infrastructure Planning (BWB Report) 2013
- Cannock Chase Council, Lichfield District Council, Tamworth Borough Council Local Plan Community Infrastructure Levy Viability Testing Study 2012
- Southern Staffordshire Surface Water Management Plan Phase 1 Addendum 2011
- Southern Staffordshire Water Cycle Study 2010 and Addendum 2011
- Staffordshire County-wide Renewable/Low Carbon Energy Study 2010
- Southern Staffordshire and Northern Warwickshire Gypsy & Traveller Accommodation Assessment 2008
- Gypsy, Traveller and Travelling Showpeople Accommodation Assessment: Lichfield and Tamworth 2012
- Cannock Chase Special Area of Conservation Evidence Base
- Tamworth and Lichfield Economic Strategy 2011
- Rugeley Power Station SPD

4.4 And further to the evidence and joint working a number of Memorandum<sup>2</sup> of Agreement were prepared to support the Local Plan Strategy, including:

- Memorandum of Understanding relating to the delivery of unmet growth arising from Tamworth – North Warwickshire Borough Council, Tamworth Borough Council and Lichfield District Council October 2014
- Updated Memorandum of Understanding: Meeting Tamworth’s Housing Needs June 2013
- Memorandum of Understanding – East Staffordshire Borough Council and Lichfield District Council September 2013

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<sup>2</sup> A Memorandum of Agreement is a formal agreement setting out an agreed objective and a cooperative relationship to work together to meet the objective. Each MoA is required to be agreed the Portfolio holder to demonstrate political support.

- Memorandum of Understanding of the Cannock Chase Special Area of Conservation Partnership May 2016 and correction 2017

4.5 Officers and members continue to attend a number of cross boundary working groups, including:

- Greater Birmingham Housing Market Area Technical Officers Working Group and smaller GBHMA Steering Group
- Cannock Chase SAC Partnership
- River Mease SAC Partnership
- Staffordshire Development Officer Group (SDOG)
- Cannock Chase AONB Partnership
- A5 Officer Working Group
- AONB Partnership
- Rugeley Power Station Task Force

4.6 The Local Plan Allocations document is the second part of the District's Local plan and deals with land allocations and meeting the growth set out in the Local Plan Strategy including:

- Determining the remaining housing land requirements to deliver the overall strategy
- Consideration of infill boundaries for Green Belt villages
- Sites to meet the identified Gypsy and Traveller requirements
- Land allocations to meet the Employment Land requirements, including an additional 10 hectares to ensure flexibility of provision
- Lichfield City and Burntwood Town centre retail and office requirements
- Review of any remaining Local Plan (1998) saved policies
- Consider the Green Belt boundaries including the integration of the developed area of the former St Matthews hospital into Burntwood and development needs beyond the plan period
- Any issues arising through 'made' Neighbourhood Plans

4.7 The Local Plan Allocations document complements the Local Plan Strategy and should be read in conjunction with it. The Local Plan Allocations document will need to demonstrate it has met its Duty to cooperate at the Examination in Public. Some matters, whilst on going and relating to our Duty to cooperate fall beyond the scope of an Allocations document and this was the understanding of the Local Plan Strategy. Specifically where it discusses the evidence emerging 'that Birmingham will not be able to accommodate the whole of its new housing requirements for 2011-31' (see para 4.6). The adopted Plan states that an early review or partial review of the Local Plan will be brought forward to address the matter, at present the Council is actively involved in the preparation of evidence with its Duty to Cooperate partners on this matter to address this issue.

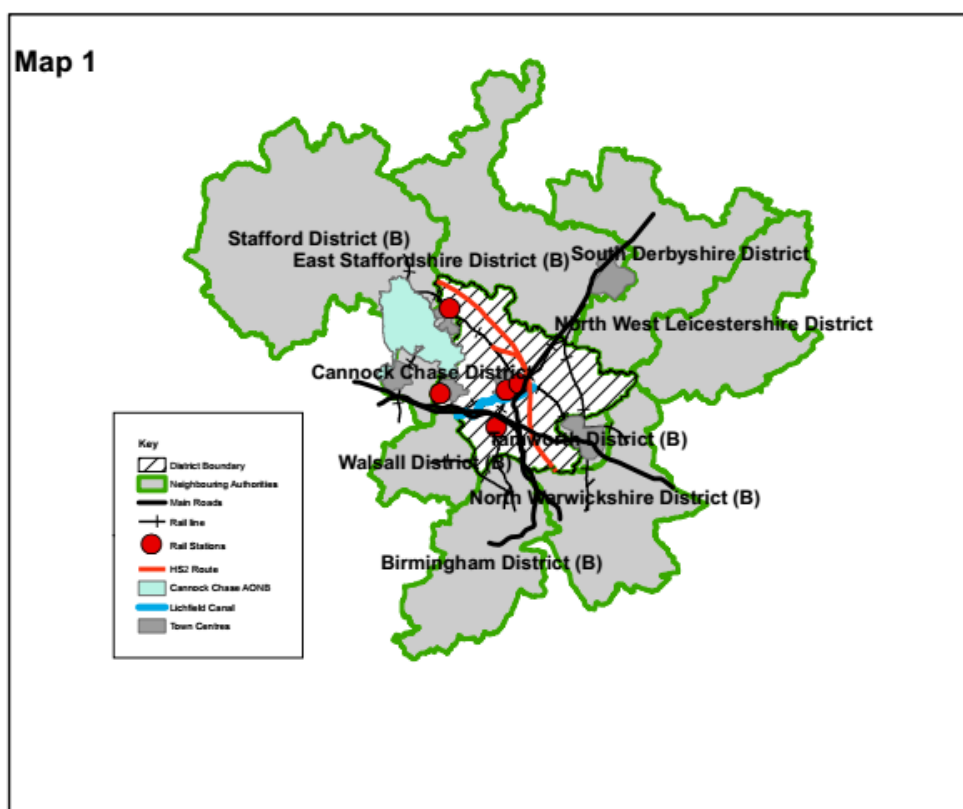
4.8 Other topic areas also not considered appropriate to be addressed as part of the Local Plan Allocations as there is no need for further cross boundary working or evidence to deliver the Local Plan Strategy but which will be re-considered as part of the review of the Local Plan include Green Belt, transport, minerals and waste, open space and green infrastructure.

4.9 The following section identifies the strategic issues to be addressed.

## 5.0 Strategic Issues

5.1 This section identifies the strategic issues to be addressed and considers the geographical location and any issues identified through our consultations. Part of the process has included reviewing the strategic issues identified as duty to cooperate matters in the Local Plan Strategy and the Inspectors consideration of those matters, a review is provided at **Appendix F**. A number of strategic issues identified through the Local Plan Strategy remain as strategic issues and these are considered below.

5.2 Below is a geographical representation of the location of Lichfield District to its neighbouring authorities.



5.3 Following a review of our evidence and consultation with those identified above the following have been identified as current and relevant cross boundary strategic planning issues that concern the Duty to cooperate for the Allocations document. Those affecting particular sites or policy areas are set out in more detail in the relevant **Appendix A, Tables A-I**.

- Housing
- Employment
- Former Rugeley Power Station site
- Cannock Chase Area of Outstanding Natural Beauty
- Cannock Chase Special Area of Conservation (SAC)
- River Mease Special Area of Conservation (SAC)
- Gypsies, travellers and travelling show people
- Transport

- Water Abstraction and Flooding

## 6.0 Strategic Matters to be addressed

### 6.1 Housing

6.2 Cross boundary housing issues were identified through the Local Plan Strategy as a strategic matter. Through the preparation of evidence more Local Planning Authorities have been identified as forming part of the Birmingham housing market area and some of those have identified an inability to meet their own housing needs within their administrative areas which require cross boundary cooperation to resolve. This has been confirmed through the collaboration of the 14 local authorities of the Greater Birmingham Housing Market Area (GBHMA) which has identified a wider issue and a need for a strategic approach.

6.3 It is important that a solution is reached which enables the shortfall to be collectively addressed and allows the Local Plans of all authorities to progress so plans can be put in place which provide the land and infrastructure necessary to support current and projected future levels of development without causing significant harm to the principles and policies on the NPPF. To this end, Lichfield District Council and all the local authorities in the GBHMA sought to commission an independent study. A brief was prepared and commented upon by the local authorities, GL Hearn and Wood (formerly Amec Foster Wheeler) were commissioned late in 2017 to prepare the Greater Birmingham and Black Country HMA Strategic Growth Study. This built upon the evidence and earlier jointly commissioned work (see **Appendix A Table A**) which provides an independent and strategic review of both land supply and Green Belt and identifies broad locations for accommodating the housing shortfall across the HMA. As inputs into the Strategic Growth Study, local authorities were consulted and commented upon a draft methodology, in addition each local authority submitted up to date evidence (May 2017). A final report was published in February 2018.

6.4 The work will inform the HMA and individual local authority considerations and ultimately be reflected in Local Plan preparation. The GBSLEP is no longer taking forward a Spatial Plan but looking at how as a LEP and working with the West Midlands Combined Authority it can help in the delivery of identified development sites.

6.5 The Local Plan Review consultation is programmed to commence in April 2018 and will seek opinions on how the unmet needs arising from within the GBHMA can be met. The options outlined in the Study are included within the range of options published in the Scoping Report on which opinion and alternatives are sought.

6.6 The matter is still a strategic matter and details of how the Council is constructively and actively engaged in this is detailed in **Appendix A Table A**.

6.7 Arising from evidence from the now adopted Tamworth Local Plan - Tamworth Borough Council has requested Lichfield District Council and North Warwickshire to accommodate a proportion of an additional 825 dwellings (over and above the 500 dwellings agreed to be accommodated in Lichfield District through the Local Plan Strategy) and 14 hectares of land for employment. Lichfield District along with North Warwickshire District Council, Tamworth Borough Council and Staffordshire County Council are committed to delivering the quantum of development as set out in the Broad Development Location (BDL) identified in the Lichfield Local Plan Strategy. However since the adoption of the Lichfield Local Plan Strategy Tamworth Borough Council have altered their approach to the North of Tamworth BDL and objected to the subsequent planning

application. The matter of housing to meet the needs arising within Tamworth is a strategic matter, the need for further employment land is considered below in the section titled 'Employment'

6.8 With regard to the 825 additional dwellings that Tamworth are seeking to export- Lichfield District Council and North Warwickshire Borough Council are committed to exploring this matter. Lichfield District has suggested that the best approach to deliver the requirement will be through a review of the Lichfield Local Plan rather than as part of the Allocations document which is consistent with its approach set out in para 4.6 of the Local Plan Strategy. It is important to note that the shortfall Tamworth identify is part of the GBHMA shortfall. Ongoing discussions are taking place between Tamworth Council, North Warwickshire Borough Council and Lichfield District Council to address this issue and a draft statement of Common Ground is being prepared.

6.9 The planning application for the BDL is yet to be determined as the Secretary of State has 'called -in' the application the quantum of development and the implications upon infrastructure to meet the needs arising from Tamworth is still to be finalised. In addition the Local Plan Review, initial consultation will take place from April 2018. The document will include a range of future growth options to the north, east and west of Tamworth and recognition of the need for close engagement with Tamworth to ensure necessary infrastructure in Tamworth town is secured.

6.10 The matter remains an ongoing strategic matter which the Council are cooperating constructively and on an ongoing basis. How the Council is meeting its obligation as part of the Duty to Cooperate is shown at **Appendix A Table A**.

## 6.11 Employment

6.12 As stated above Tamworth Borough Council cannot at this time meet their own employment land requirements. The Tamworth Borough Local Plan acknowledges that approximately 14 hectares of land for employment uses will need to be found beyond Tamworth's administrative boundaries. Ongoing work between Lichfield District Council, Tamworth Borough and North Warwickshire Borough Council identified that approximately 6.5 hectares of employment land remained to be found. Lichfield District Council (actively) reviewed their Employment Land Availability Assessment and the Employment Land Capacity Assessment. The new evidence identified that there is sufficient employment land within the existing employment areas of Lichfield District to accommodate the remaining 6.5 hectares of employment land which cannot currently be located within Tamworth Borough. Lichfield District Council have thus included this within the Local Plan Allocations documents at Policy EMP1 and explanatory text 5.5.

6.13 The representation from Tamworth to the focused changes document indicates that Tamworth consider that Lichfield has discharged its duty to cooperate. Ongoing discussions are taking place between Tamworth Council, North Warwickshire Borough Council and Lichfield District Council to address this issue and a draft statement of Common Ground is being prepared.

6.14 Lichfield has cooperated constructively and on an ongoing basis and has met its Duty to Cooperate as further evidenced in **Appendix D Table B**.

## 6.15 Rugeley Power Station

6.16 Whilst part of the site at Rugeley Power Station had been released for development and was identified in the Local Plan Strategy as the East of Rugeley SDA the closure of the rest of the site and subsequent loss of jobs was not anticipated. Rugeley Power Station closed in June 2016. The

majority of site (approx. 84 hectares) is within Lichfield District as shown on the map in Appendix F, Table C. A significant amount of the built development (cooling towers and plant) is within Cannock Chase District (approx. 55 hectares). The two local authorities and interested parties (see below) identified a need to cooperate on a range of spatial planning matters. The site is a large brownfield site some of which is in the flood plain and requires considerable areas of reclamation. The scale of the site and the impact it could have on Rugeley and the surrounding area needed some swift action to minimise the impact and maximise the opportunity in an area which has historically been affected by large scale closures of industry in the past when the coal mines were closed.

6.17 This is a strategic matter and a joint SPD has been prepared by the partners and adopted by Cannock Chase District Council and Lichfield District Council. A further allocation (Policy R1) has been proposed to utilise this brownfield site and a planning application has been received to undertake reclamation of the site. More detail of how the Council is meeting its duty to cooperate and the ongoing progress to deliver sustainable development is included at **Appendix F Table C**.

### 6.18 Cannock Chase Area of Outstanding Natural Beauty

6.19 The AONB was designated in 1958 and its total size is 6800 hectares, only 547 hectares are within Lichfield District. The AONB includes land within Lichfield District, just to the north of the settlement of Burntwood. The AONB is managed by the AONB Partnership funded by the Staffordshire County Council and the District Authorities who have land that falls within the AONB within their administrative area. The AONB produces a management plan and the ongoing pressures of managing a sensitive site which falls within the administrative control of 5 local authorities identify this as one of our strategic matters (see **Appendix F Table D**).

### 6.20 Cannock Chase Special Area of Conservation (SAC)

6.21 The Cannock Chase SAC was identified through the Local Plan Strategy as a matter which needed ongoing cross boundary cooperation. The Cannock Chase SAC is part of the CCAONB and was designated in 2005 however none of it falls within Lichfield District's administrative area. Evidence prepared identified that development within a 15km radius of the Cannock Chase SAC boundary resulted in an increase in recreation over the plan period and the 'in combination' impact of proposals involving a net increase of one or more dwellings would have an adverse effect on the integrity of the site unless avoidance and mitigation measures are in place. The matter affects 11 prescribed bodies and requires ongoing commitment to address it. It is therefore a strategic matter and further detail on how the Council is meeting its duty to cooperate and how this is being addressed to maximise the effectiveness of the plan and deliver sustainable development is in **Appendix A Table E** and our obligations as a 'competent authority'.

6.22 Not all authorities have chosen to sign the MoU, and through the SAC Partnership continuing dialogue is being sought to assist other local authorities in mitigating for the impact on the Cannock Chase SAC arising from development within their District in the form of a side agreement.

### 6.23 River Mease Special Area of Conservation (SAC)

6.24 Part of the River Mease SAC lies within the District. The Habitat Regulations Screening Assessment of the Local Plan Strategy identified that new development within the River Mease SAC water catchment which increased the stress on sewage treatment works or increased the level of phosphate in the watercourse was causing poor water quality exacerbated by pollution, run-off, siltation, abstraction, and invasive/ non-native species. It is necessary for new development which

could impact upon the water quality to demonstrate effective avoidance and/or mitigation of the adverse effects prior to approval.

6.25 This matter affects eight of the prescribed authorities and requires on-going commitment to enable the delivery of sustainable development, it is therefore a strategic matter and how the Council is meeting its duty to cooperate and its obligation as a 'competent authority' is detailed in **Appendix A Table F**.

## 6.26 Gypsy, Traveller and Travelling Showpeople

6.27 A joint Gypsy and Traveller Accommodation Assessment was undertaken to inform the Local Plan Strategy, the study area was southern Staffordshire and northern Warwickshire. A number of the prescribed bodies commissioned the joint study: Rugby Borough Council, Lichfield District Council, South Staffordshire Council, Nuneaton and Bedworth Borough Council, Cannock Chase District Council, North Warwickshire Borough Council and Tamworth Borough Council.

6.28 The study identified a need for additional residential pitches and transit pitches. In December 2016 the Local Plan Allocations Methodology Paper for Gypsy and Traveller Sites was published, this sought to identify potential sites to meet the need for pitches for gypsy and travellers. No sites were identified and in March 2017 neighbouring authorities were contacted to ascertain if they were in a position to help meet Lichfield's identified need. Four authorities responded, although none were able to assist. Through the Five Year Housing Land Supply paper (2017) the number of pitches has been monitored and through the Local Plan Allocations document a single pitch has been identified at Policy GT1 and Site GT1. Tamworth Borough Council through the Regulation 19 consultation have now identified that they are unable to meet their requirement of 1 Gypsy and Traveller pitch. As part of its duty to cooperate with Cannock Chase Council and Tamworth Borough Council a commitment to further joint working has been made. How the Council is meeting its duty to cooperate actively and constructively is detailed in **Appendix A Table G**.

## 6.29 Transport - highways

6.30 The A38 is a strategic highway passing north –south through the District, in the 1998 Local Plan two junctions were identified for improvement. Subsequently the type of land use which initially required these improvements changed from employment in 1998 to housing in the 2015 Local Plan Strategy and junction improvements were specified in the Local Plan Strategy. The policy protecting land for specific junction improvements was a saved policy from the 1998 Local Plan and was required to be reviewed as part of the Local Plan Allocations Document. As part of the review of the saved policies and the preparation of the IDP the junction improvements to the A38 were discussed with Highways England and Staffordshire County Council, none of the prescribed bodies identified this as a duty to cooperate matter as the principle was established within the adopted Local Plan Strategy. However as the Local Plan Allocations retains the policy (ST5) protecting land required for the road and junction improvements and our Regulation 123 list and IDP identify the transport improvement schemes to the Strategic Highway Network to both the A38 and A5 reference to working with our duty to cooperate partners is included for completeness. The revised wordings for the policies and the IDP were agreed with Highways England in October 2016.

6.31 The Highways Agency did not raise any concerns in relation to meeting the duty to cooperate and we will continue to work with Highways England and are committed to undertaking further evidence collection as part of the Local Plan Review.

6.32 The A5 passes through Lichfield District and Lichfield District attends the A5 Transport Partnership Group. The Group is geographically based on the Highways England regional areas and the prescribed bodies also included in the Group are: Hinckley and Bosworth Borough Council (HBBC), Nuneaton and Bedworth Borough Council (NBBC), Cannock Chase District Council (CCDC), Highways England (HE), Staffordshire County Council (SCC), Warwickshire County Council (WCC), Leicestershire County Council (LCC), East Midlands Councils, Shropshire County Council, Rugby Borough Council, North Warwickshire Borough Council (NWBC), Daventry District Council, Cherwell and South Northamptonshire Council, and Harborough District Council.

6.33 Its Terms of Reference are to:

1. Raise awareness of importance of increasing economic role of A5;
2. Collaborate and effectively plan for growth impacts affecting the A5;
3. Make the case for future investment on improvements to tackle key congestions issues to include safety, pinch points and traffic management along the A5;
4. Agree the Strategy for A5 and review progress;
5. Ensure a co-ordinated approach is taken to investment proposals in the A5.

6.34 The Group prepare joint evidence and raise awareness of localised and strategic issues such as Local Plan updates and SEP work for the LEP. None of the prescribed bodies have identified any duty to cooperate matters. Hinckley and Bosworth Borough Council responded to the Focused Changes consultation and duty to cooperate email and have stated they have no concerns in relation to LDC meeting the Duty to Cooperate.

### 6.35 Transport – Rail

6.36 The Local Plan Strategy through Core Policy 5 and in the updated IDP for the Local Plan Allocations document identified a number of sustainable transport improvements for rail. Since the adoption of the Local Plan Strategy effective collaboration between LDC/ SCC/ Network Rail has resulted in some of the improvements at Lichfield Trent Valley Station including a new car park now being complete. In addition further funding has been awarded for improvements to disabled access in the form of lifts to facilitate access to the Cross city and London bound platforms. With regard to the Local Plan Allocations document no additional strategic matters relating to rail have been identified and no duty to cooperate matters have been identified by the prescribed bodies. The council will continue to work with our partners to deliver the improvements to sustainable transport identified in the Local Plan Strategy.

6.37 The Council are working closely with stakeholders in relation to improvements at Rugeley Trent Valley rail station. These improvements are driven by the wider Cannock Chase Rail line improvements.

6.38 The cross boundary nature of the proposals and the need to liaise with our duty to cooperate partners have identified this an ongoing strategic matter and further detail is set out in **Appendix A Table H** on how the Council is meeting its duty to cooperate.

### 6.39 Water and flooding

6.40 New guidance which required sites to take account of revised impacts of climate change when considering the impacts upon them from flooding resulted in concern being expressed from the Environment Agency regarding the potential yields from some of the proposed housing allocations within the Local Plan Allocations document March 2017. Through the Environment Agency response to the Local Plan Allocations in May 2017 and work on the sustainability appraisal a



subsequent review of all the evidence enabled changes to the plan and further evidence to be commissioned. The Environment Agency now consider all outstanding matter can be dealt with at the detailed design stage. There is a requirement to undertake a Sequential Test, and this will be submitted with the Allocations Plan to reflect the requirements of the NPPG.

6.41 The Local Plan Strategy provided protection of the line for the restored Lichfield Canal through Lichfield City and for a heritage towpath trail beyond Lichfield City due to the uncertainty regarding the provision of a water supply and the potential to impact upon the Cannock Extension Canal SSSI and the biodiversity of the canal network. Concern has been expressed through the representations from the Environment Agency to the Local Plan Allocations document March 2017 due to the over abstraction of the Bourne/ Black Brook catchment and the Lichfield and Shenstone Ground Water Management Units which the canal passes over. Further evidence has been prepared and submitted to the Council demonstrating the potential for an adequate supply of water to be provided without impacting upon the Bourne and Black Brook catchment and amendments made to the Local Plan Allocations through Policy IP2 which now seeks to safeguard a route for the Lichfield canal from Huddlesford Junction (Coventry Canal) to the eastern boundary of the District at Brownhills, Walsall where it meets the Ogley Junction (Wyrley and Essington Canal – Anglesey Branch). The Lichfield Canal has similar policies protecting the route within the Walsall Site Allocations Plan.

6.42 The cross boundary nature of the proposal and the need to liaise with our duty to cooperate partners have identified this a strategic matter and further detail is set out in **Appendix A Table I** on how the Council is actively and constructively meeting its duty to cooperate.

TABLE A: HOUSING

<p><b>1. Strategic Planning issue</b> <i>Define the issue</i></p>
<p><b>Birmingham Housing Requirement</b> In 2013 The GBSLEP and Black Country planning authorities commissioned a Strategic Housing Needs Study (SHNS) in order to meet the requirements of the National Planning Policy Framework (including the duty to cooperate, which replaced the revoked Regional Spatial Strategies). The SHNS, which was carried out by Peter Brett Associates (PBA) defined the Greater Birmingham Housing Market Area (GBHMA) comprising Birmingham, the four Black Country authorities and nine other authorities (see below). The SHNS reports confirmed the levels of housing need across the HMA and the shortfall compared with planned provision and began to consider possible options for meeting this need. A subsequent Stage 3 study by PBA (August 2015) outlined a need for 207,100 homes across the HMA between 2001 -2031 and 210,500 homes using the 2012 based household projections and provided a more detailed analysis of the means by which the shortfall could be accommodated.</p> <p>The Birmingham Development Plan (BDP) was adopted on 10 January 2017 and will deliver 51, 100 additional homes against the City’s objectively assessed housing need of 89,000 dwellings, leaving a shortfall of 37,900 dwellings upto 2031. Adoption of the BDP confirms the requirement where possible for this shortfall to be met by other authorities in the Greater Birmingham Housing Market Area (GBHMA) which includes Lichfield District.</p> <p>The identified level of shortfall within the Birmingham Development Plan has altered as a result of the recent Greater Birmingham and Black Country HMA Strategic Growth Study.</p> <p>Tamworth’s housing land requirement. <a href="#">The Local Plan Strategy commits</a> to the provision of 500 homes to meet the needs arising in Tamworth. Core Policy 6 of the Local Plan Strategy (table 8.1) allocates 1,000 homes to the North of Tamworth Broad Development Location (BDL) to meet this need.</p> <p>Tamworth have subsequently sought assistance in meeting a further shortfall in housing provision of 825 (part of the wider GBHMA shortfall) dwellings from Lichfield District and North Warwickshire Borough Council along with a shortfall in employment land provision and a single gypsy pitch.</p>
<p><b>2. Evidence base</b> <i>What is the evidence used to develop the LP’s strategic policies?</i></p>
<p><b>Birmingham Housing Requirement</b></p> <ul style="list-style-type: none"> <li>• The GBSLEP and Black Country Authorities Strategic Housing Needs Study (PBA) Stage 1 Stocktake (Jan 2014), Stage 2 Report (Nov 2014) and Stage 3 Report (Aug 2015).</li> <li>• In 2016 the GBHMA recognised that the PBA work needed to be taken forward with a more detailed assessment of strategic development options for accommodating the housing growth (shortfall) to include a review of the West Midlands Green Belt.</li> <li>• GL Hearn and Wood (formerly Amec Foster Wheeler) were commissioned in 2017 to undertake the <i>Greater Birmingham and Black Country HMA Strategic Growth Study</i>. This study builds on the work carried out by PBA as well Local Authority evidence such as SHLAAs and Green Belt Reviews. It is intended to provide an independent</li> </ul>

and strategic review of both land supply and the Green Belt. The 14 authorities were consulted on a draft methodology statement in June 2017. The final report was published in February 2018 (Greater Birmingham HMA Strategic Growth Study GL Hearn and Wood February 2018).

- Representation from Walsall Council to Focused changes consultation (no objection to approach to GBHMA Strategic Growth Study) February 2018

#### Tamworth Housing Needs

- Tamworth Borough Council response to the Local Plan Strategy 2012 (**Appendix A Ai**)
- Local Plan Strategy – Core Policy 6 and table 8.1
- Updated Memorandum of Understanding: Meeting Tamworth’s Housing Needs June 2013
- Memorandum of Understanding relating to the delivery of unmet growth arising from Tamworth – North Warwickshire Borough Council, Tamworth Borough Council and Lichfield District Council October 2014
- Adoption of Tamworth Local Plan 2006-2031 which verified the quantum of additional housing shortfall as 825 dwellings.
- Tamworth Borough Council response to Arkall Farm planning application 2014 (**Appendix A Aii**)
- Tamworth Borough Council Proofs of Evidence for the Arkall Farm Planning Inquiry
- Tamworth Borough Council response to Local Plan Allocations document Regulation 19 consultation May 2017 (**Appendix A A iii**)
- Representation from Tamworth Borough Council to Focused changes consultation (no objection to approach to GBHMA Strategic Growth Study) February 2018

### **3. Strategic Partners**

*List of bodies engaged with (details of each, make up and constitution etc, to be listed in appendix 3)*

The 14 Local Authorities of GBHMA comprising:

Birmingham City Council,  
Bromsgrove District Council,  
Cannock Chase District Council,  
Lichfield District Council,  
Redditch Borough Council,  
Solihull Metropolitan Borough Council,  
Tamworth Borough Council (TBC)  
North Warwickshire Borough Council (NWBC),  
Stratford- on-Avon District Council,  
Dudley Metropolitan Borough Council,  
Sandwell Metropolitan Borough Council,  
Walsall Council,  
City of Wolverhampton Council.  
South Staffordshire Council

### **4. Actions**

*How have you worked collaboratively with your partners?*

Officers are actively engaged in the Greater Birmingham HMA Technical Officers Working Group to consider options for meeting the Birmingham shortfall. LDC officers have been

actively involved in monitoring the progress of the work to ensure completion within the specified timeframe.

In May 2017, LDC submitted evidence on residential land supply to GL Hearn in response to the data request sent to the 14 HMA Local Authorities.

LDC has given feedback on the methodology statement for the GL Hearn and Wood (formerly Amec Foster Wheeler) study in June 2017.

Chief Executive/Chief Officers of the GBHMA met to consider the Greater Birmingham HMA Strategic Growth Study 29<sup>th</sup> January 2018. Agreement to publish the study, subject to minor amendments was reached

All GBHMA Leaders were invited to have a briefing on the Greater Birmingham HMA Strategic Growth Study February, 2018.

LDC published the Greater Birmingham HMA Strategic Growth Study report on its website February 2018

Tamworth's Housing Needs

Meetings with partners LDC, TBC, NWBC

Date :11<sup>th</sup> October 2016, 25<sup>th</sup> May 2017, 4<sup>th</sup> July 2017, 11<sup>th</sup> October 2017, 13<sup>th</sup> March 2018

Outcome: See below

## **5. Outcomes from strategic working**

*What was the result of the strategic cooperation and how has this influenced the plan (include specific references to relevant policies where possible)?*

Birmingham Housing Needs

A report commissioned by the GBHMA was published in February 2018. The outcome of this strategic working does not affect the Local Plan Allocations however the work will inform the HMA and further work will be necessary which will help inform the Local Plan Review.

Tamworth Housing Needs

With regard to the initial 500 dwellings a planning application (for up to 1, 000 dwellings (500 to meet Tamworth's needs 500 to meet Lichfield's needs) and associated infrastructure has been received and was 'called in' by the Secretary of State. A Statement of Common Ground between LDC and Tamworth was submitted to the Inspector. **(Appendix A Aiv)** The Inquiry has been held and a decision is awaited.

With regard to the 825 additional dwellings that TBC are seeking to export, LDC and NWBC are committed to exploring this matter. LDC has suggested that the best approach to dealing with this is through an assessment looking at what is the most sustainable approach to dealing with this growth. From an LDC perspective this is considered to be addressed through the Local Plan review rather than the Allocations document as set out in Local Plan Strategy paragraph 4.6 which forms part of the explanatory text to Core Policy 1: The Spatial Strategy.

Through their representation to the Focused changes document Tamworth Borough Council have indicated that following further discussions with North Warwickshire Borough Council their latest position shows a shortfall of 705 dwellings and it is for this amount they are looking to LDC to assist them as part of the Duty to cooperate.

## **6. Ongoing cooperation**

*How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?*

#### Birmingham Housing Needs

LDC will continue to work with the HMA authorities to plan for each authority's role in meeting the Birmingham housing shortfall.

Walsall Council through their representation to the Focused changes document indicate that the Allocations document has met the duty to cooperate and added that it should make more explicit reference to the Local Plan Review and suggest further consideration be given to increasing the densities on the proposed allocations which are not existing commitments.

#### Tamworth Housing Needs

The three Local Planning Authorities (North Warwickshire Borough Council, Tamworth Borough Council and Lichfield District Council) are continuing discussions. An updated MoU or Statement of Common Ground maybe developed following the decision on the planning application for the BDL. A draft Statement of Common Ground resolving matters and the Section 106 agreement for the planning applications was prepared in advance of evidence being heard at the Arkall Farm Public Inquiry.

A flexible approach to dealing with any shortfall arising from Tamworth is outlined at paragraph 4.6 of the adopted Local Plan Strategy.

The preparation of new joint evidence:

A draft infrastructure Brief has been prepared January 2018.

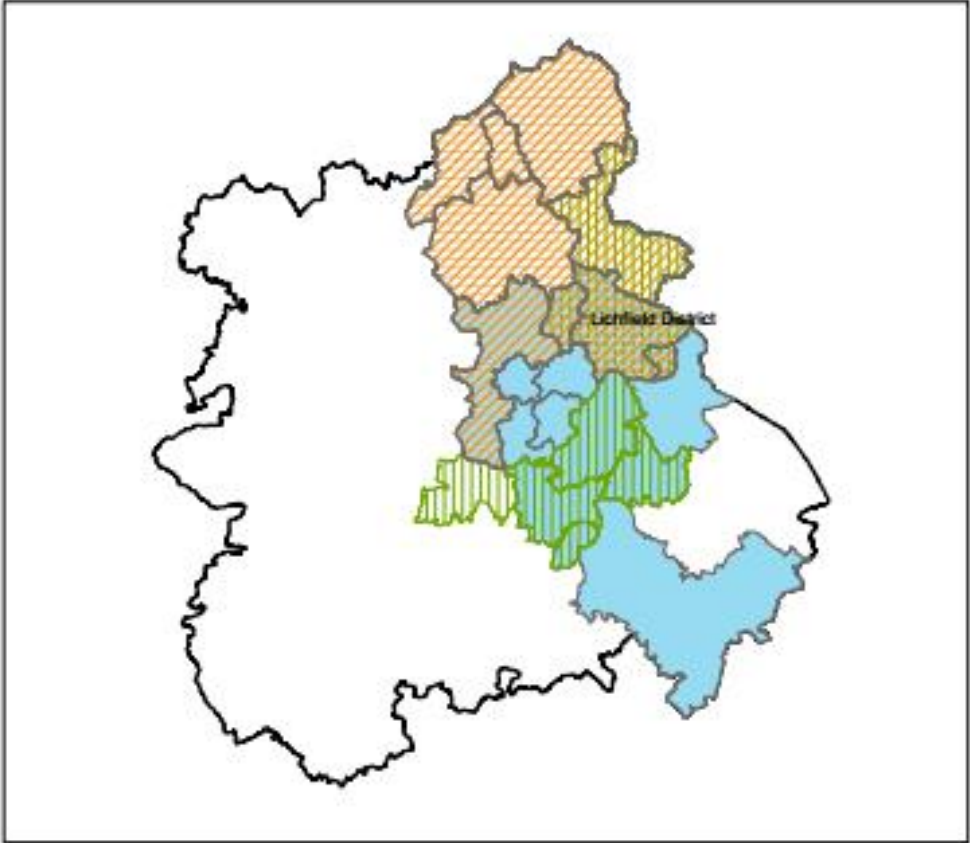
Letter of support from members of Tamworth Council to work together and consider infrastructure and growth (March 2018) **(Appendix A Av)**

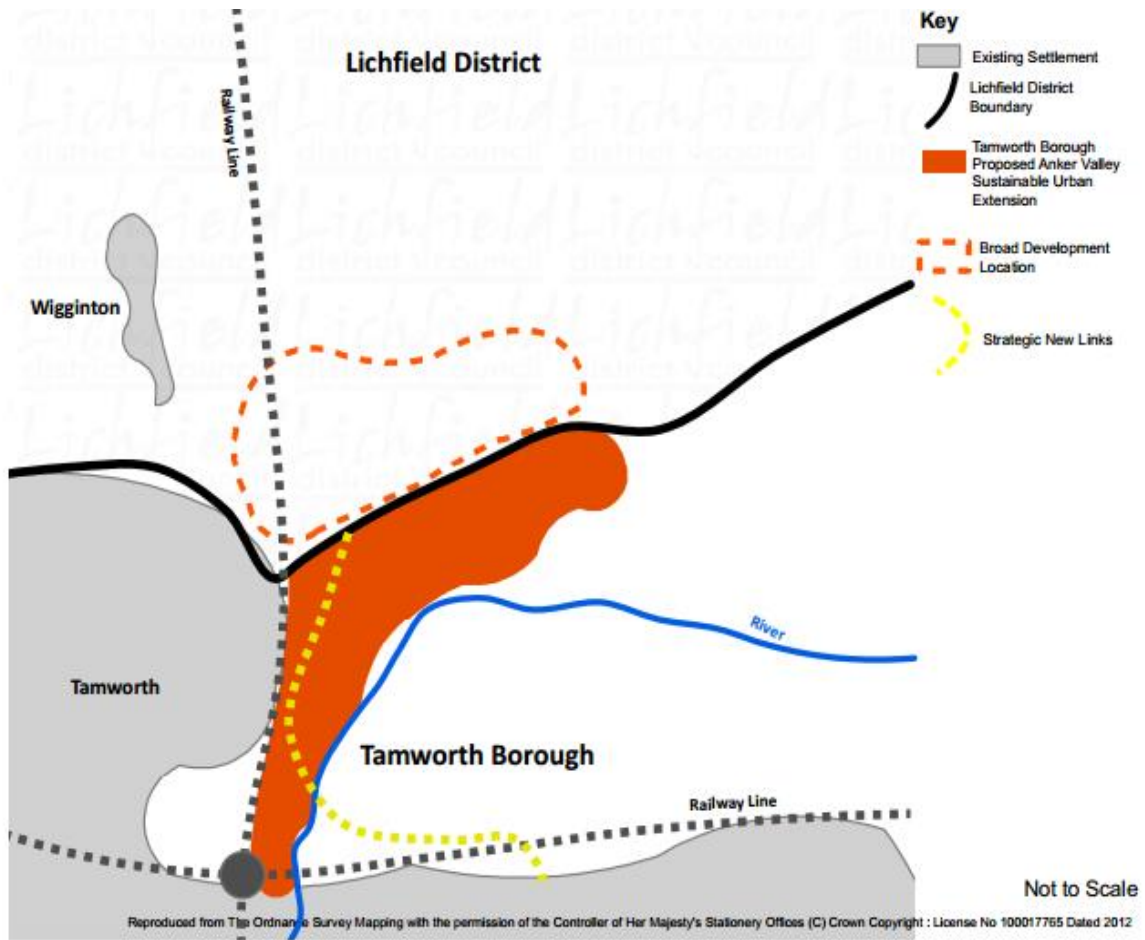
Response from LDC Leader and Economic Growth Portfolio Holder **(Appendix A Avi)**

Continuing attendance at the GBHMA and separate discussions with Tamworth, North Warwickshire and Cannock as new evidence arises to enable LDC to meet its own future OAN along with supporting neighbouring authorities.

Quarterly meetings with Tamworth and North Warwickshire from March 2018.

The Local Plan Review Scoping consultation seeks opinions on how the unmet needs arising from within the GBHMA can be met and on a density policy. It also sets out a range of options to the north, east and west of Tamworth. Consultation is programmed in the LDS for April 2018.





## TABLE B: EMPLOYMENT

<p><b>1. Strategic Planning issue</b></p> <p>Tamworth BC has requested Lichfield District accommodate employment land requirement amounting to 14 Ha which cannot be accommodated in its administrative area. Tamworth Borough Council has asked that Lichfield District and North Warwickshire assist in meeting this need.</p>
<p><b>2. Evidence base</b></p> <ul style="list-style-type: none"> <li>• Tamworth Borough Local Plan 2006-2031</li> <li>• North Warwickshire Planning Permission for employment land</li> <li>• Employment Land Capacity Assessment</li> <li>• Representation from Tamworth Borough Council to Local Plan Allocations March 2017.</li> <li>• Representation from Tamworth Borough Council to Local Plan Allocations focused changes consultation February 2018</li> </ul>
<p><b>3. Strategic Partners</b></p> <p>Tamworth Borough Council (TBC), Lichfield District Council, Staffordshire County Council (with regard to highways matters), North Warwickshire Borough Council (NWBC).</p>
<p><b>4. Actions</b></p> <p>Meetings to discuss Tamworth’s needs Partners LDC, TBC, NWBC Date :11<sup>th</sup> October 2016, 17<sup>th</sup> January 2018, 1<sup>th</sup> October 2017, 19<sup>th</sup> February 2018, 13<sup>th</sup> March 2018 Review of LDC employment land capacity</p>
<p><b>5. Outcomes from strategic working</b></p> <p><i>What was the result of the strategic cooperation and how has this influenced the plan (include specific references to relevant policies where possible)? Include any issues that remain unresolved and how the authority plans to manage these. Outline what the implications are of these unresolved matters</i></p> <p>Planning permission granted for 6.5 ha of employment land in North Warwickshire to meet the identified need for Tamworth. LDC has agreed to accommodate 6.5 Ha in the District, as set out in the Local Plan Allocations.</p>
<p><b>6. Ongoing cooperation</b></p> <p><i>How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?</i></p> <p>LDC will submit the Local Plan Allocations document for Examination in due course with a view to meeting the need as set out in Policy EMP1. A Statement of Common Ground between LDC/North Warwickshire and Tamworth BC is being prepared.</p>



**TABLE C: RUGELEY POWER STATION REDEVELOPMENT SITE**

<p><b>1. Strategic Planning issue</b></p>
<p>Rugeley Power Station closed in June 2016 several weeks earlier than initially anticipated. Majority of site (approx. 84 hectares) is within Lichfield District as shown on map below. Significant amount of the built development (cooling towers and plant) is within Cannock Chase District (approx. 55 hectares). The two local authorities and interested parties (see below) will need to cooperate on a range of spatial planning matters. A planning application for the demolition of the site has been submitted March 2018.</p>
<p><b>2. Evidence base</b></p>
<p>Savills were appointed by site owners Rugeley Power Limited to undertake a Masterplanning exercise for the redevelopment of the site. Savills published a Masterplan and Delivery Strategy Report in April 2017 which informed the preparation the Rugeley Power Station Development Brief SPD. The Development Brief has been produced jointly between Lichfield District Council and Cannock Chase District Council to guide the future redevelopment of the site and was formally adopted by both Council's in early 2018.</p>
<p><b>3. Strategic Partners</b></p>
<p>A task force has been established (chaired by Managing Director of Cannock Chase District Council) on the Rugeley Power Station closure. Membership consists of:</p> <ul style="list-style-type: none"> <li>• Cannock Chase District Council</li> <li>• Staffordshire &amp; Stoke-on-Trent LEP</li> <li>• Greater Birmingham and Solihull LEP</li> <li>• Staffordshire County Council</li> <li>• Lichfield District Council (LDC)</li> <li>• Homes and Communities Agency</li> <li>• Department for Works and Pensions</li> <li>• National Careers Service</li> </ul> <p>Involved in the preparation of the SPD:</p> <ul style="list-style-type: none"> <li>• Sport England</li> <li>• Natural England</li> <li>• Staffordshire County Council</li> <li>• Cannock Chase District Council</li> <li>• Rugeley Power Limited</li> <li>• Environment Agency</li> </ul>
<p><b>4. Actions</b></p>
<p>Lichfield District Council Officers started attending meetings in March 2016 and have attended the masterplanning group on a monthly basis since June 2016. A number of other internal meetings have taken place in order to brief LDC colleagues on the masterplanning process and regular meetings have been held with Officer's from Cannock Chase District Council as the Development Brief has progressed through to adoption. Following completion of the SPD the masterplanning meetings have not continued.</p>
<p><b>5. Outcomes from strategic working</b></p>

*What was the result of the strategic cooperation and how has this influenced the plan (include specific references to relevant policies where possible)? Include any issues that remain unresolved and how the authority plans to manage these. Outline what the implications are of these unresolved matters*

The SPD supports the delivery of a number of adopted Local Plan Strategy policies. In addition the Masterplanning work carried out to date has informed Local Plan Allocations, namely Policy R1: East of Rugeley Housing Allocations and the Rugeley Power Station Concept Statement as well as the Rugeley Power Station Development Brief SPD.

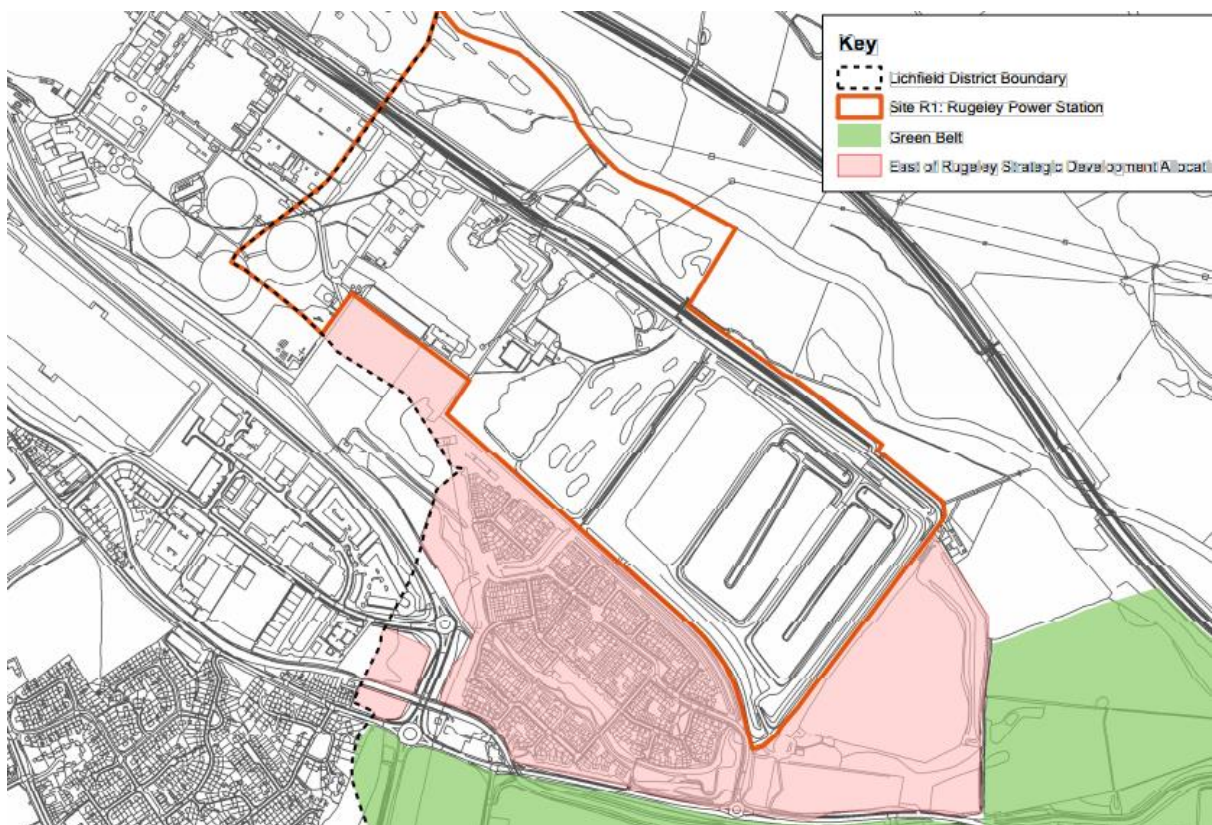
**6. Ongoing cooperation**

*How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?*

The District Council will continue to attend meetings and work constructively alongside partners in the task force group and masterplanning group.

The Development Brief SPD has been adopted by both LDC and CCDC to guide the future development of the site.

**Map of strategic planning area**



Not to scale

**TABLE D: Cannock Chase Area of Outstanding Natural Beauty**

<p><b>1. Strategic Planning issue</b></p>
<p>Part of the District falls within the Cannock Chase Area of Outstanding Natural Beauty. In order to meet the statutory responsibilities to protect and conserve the nationally protected area and assist in decision making and the delivery of the AONB management plan.</p>
<p><b>2. Evidence base</b></p>
<p>Cannock Chase AONB Management Plan 2014-2019 Cannock Chase Memorandum of Agreement (MoA) updated October 2016 (<b>Appendix A Di</b>)</p>
<p><b>3. Strategic Partners</b></p>
<p>The AONB Partnership</p> <ul style="list-style-type: none"> <li>• Staffordshire County Council</li> <li>• Cannock Chase District Council</li> <li>• Lichfield District Council</li> <li>• South Staffordshire District Council</li> <li>• Stafford Borough Council</li> <li>• Natural England</li> </ul>
<p><b>4. Actions</b></p>
<p>LDC officers attend AONB meetings. Since the preparation of the Local Plan Allocations these have taken place quarterly with the Joint Committee meeting 3 times a year. A new policy which preserves the landscape and scenic beauty of the AONB has been included in the Local Plan Allocations document, this has been supported by the Joint Committee. Landscape evidence has been updated.</p>
<p><b>5. Outcomes from strategic working</b></p> <p><i>What was the result of the strategic cooperation and how has this influenced the plan (include specific references to relevant policies where possible)? Include any issues that remain unresolved and how the authority plans to manage these. Outline what the implications are of these unresolved matters</i></p>
<p>A revised MoA has been agreed <b>Appendix A Di</b> . A new AONB policy has been developed for the Local Plan Allocations document -Policy NR10.</p>
<p><b>6. Ongoing cooperation</b></p> <p><i>How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?</i></p>
<p>LDC officers will continue to attend meetings on a regular basis and address issues with partners as and when they arise. An LDC member will attend the Joint Committee.</p>

**TABLE E: Cannock Chase Special Area of Conservation (SAC)**

<p><b>1. Strategic Planning issue</b></p>
<p>The Cannock Chase SAC was designated in 2005. The Cannock Chase SAC partnership, of which LDC is a member, signed a Memorandum of Understanding in May 2016, which sets out how the Cannock Chase Partnership will take responsibility for a programme of measures to mitigate the impact residential development has upon the SAC. As a competent authority within the 0-15km zone of influence, the District Council is required to implement the Strategic Access Management and Monitoring Measures (SAMMM), which includes the collection of financial contributions.</p>
<p><b>2. Evidence base</b></p>
<p>The Cannock Chase SAC MOU and SAMMM <b>Appendix A Ei</b> Cannock Chase SAC Evidence Base Review 2017 (September 2017)</p>
<p><b>3. Strategic Partners</b></p>
<p>Lichfield District Council is a member of the Cannock Chase Partnership alongside:</p> <ul style="list-style-type: none"> <li>• Natural England</li> <li>• Staffordshire County Council*</li> <li>• Cannock Chase AONB Partnership</li> <li>• Cannock Chase District Council*</li> <li>• South Staffordshire District Council*</li> <li>• Stafford Borough Council*</li> <li>• East Staffordshire Borough Council*</li> <li>• Wolverhampton City Council*</li> <li>• Dudley Metropolitan Borough Council</li> <li>• Walsall Council</li> <li>• Sandwell Council</li> <li>• Birmingham City Council</li> </ul> <p>*denotes signatories of the MOU</p>
<p><b>4. Actions</b></p>
<p>Action: Monthly attendance at the Cannock Chase SAC Partnership meetings</p> <p>Partners : SAC Partnership Members - as listed above</p> <p>Outcome: See below</p>
<p><b>5. Outcomes from strategic working</b></p> <p><i>What was the result of the strategic cooperation and how has this influenced the plan (include specific references to relevant policies where possible)? Include any issues that remain unresolved and how the authority plans to manage these. Outline what the implications are of these unresolved matters</i></p>
<p>It should be noted that whilst no new specific SAC policies are being developed for the Local Plan Allocations document, the MOU, SAMMM and 'Guidance to Mitigate the Impact of New Residential Development on the Cannock Chase SAC' have informed the Council's ongoing approach to mitigating the impact of planned growth via S106 and CIL.</p> <p>LDC is fulfilling its obligations as a competent authority by implementing the following measures:</p>

CIL funds may be spent on measures for preventing harm to the Cannock Chase Special Area of Conservation (CCSAC) agreed by the Cannock Chase SAC partnership i.e. the SAMMM *apart from works required in relation to interpretation panels and waymarking as identified in the SAMMM*. S106 agreements will be required for the Strategic Development Allocations (SDAs) to secure the provision of bespoke mitigation measures in relation to the Cannock Chase Special Area of Conservation other than the mitigation contained within the SAMMM.

#### Section 106

To satisfy Habitats Regulations and prevent harm to the Cannock Chase SAC, contributions via S106 agreements/unilateral undertakings will be required towards works required in relation to interpretation panels and waymarking as identified in the SAMMM by all new net dwellings which are not liable to, or exempt from CIL charges within the 0-8km Zone of Influence. This includes apartments, affordable housing and developments not accounted for within the HRA for the Local Plan.

A financial agreement is in place which ensures the continuing transfer of funds to the SAC Partnership between the charging authorities. A project officer and engagement officer are in post to deliver the mitigation and monitor the SAMMM.

The evidence base has been reviewed in 2017.

#### **6. Ongoing cooperation**

*How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?*

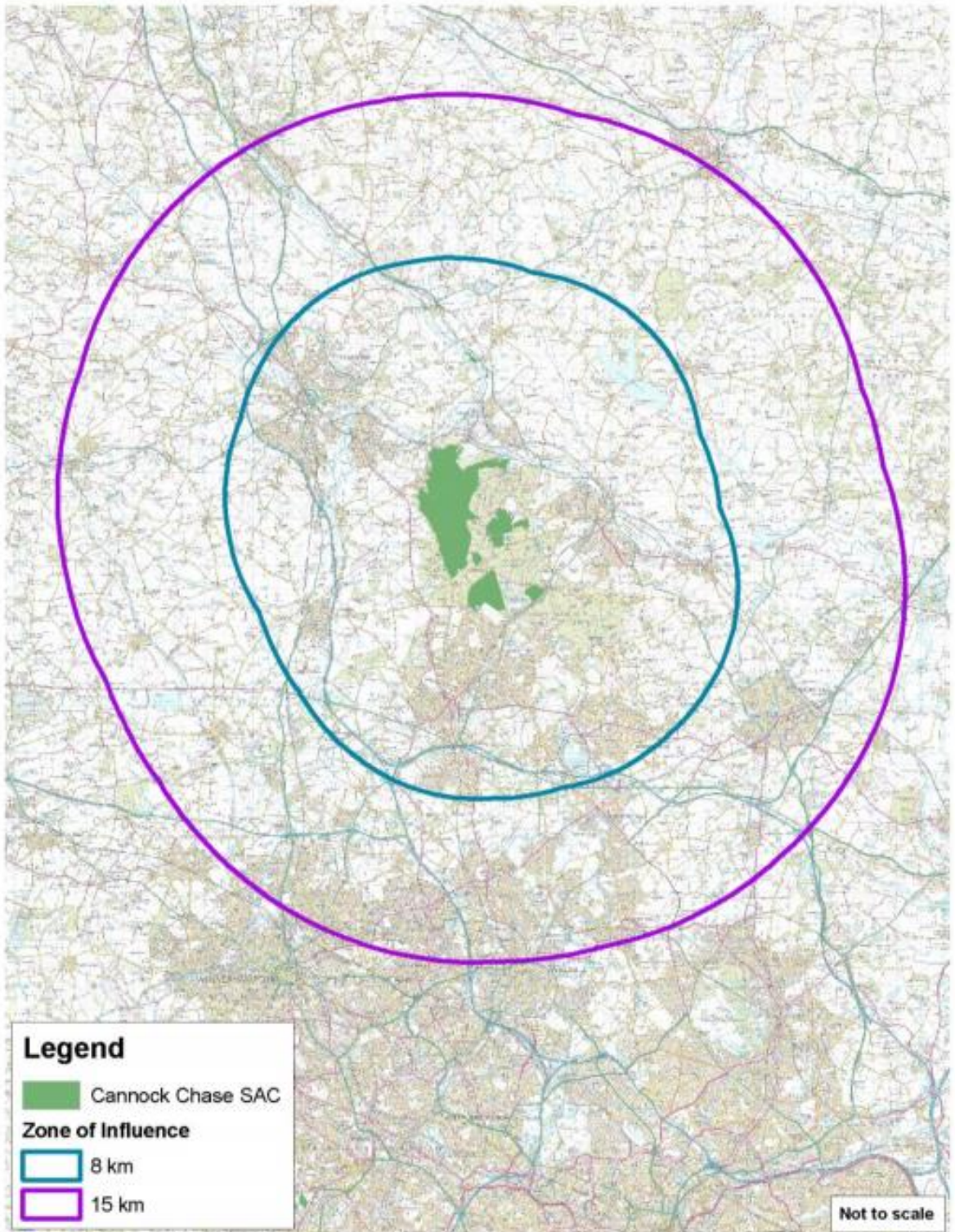
LDC officers are currently assisting the SAC partnership in commissioning new evidence to help inform the next phase of mitigation for the SAC.

LDC member and officers will continue to attend partnership meetings on a regular basis and address issues with partners as and when they arise.

Through the Focused Changes consultation and duty to Cooperate consultation Stafford Borough responded and indicated that they will continue to work with the Council with regards to mitigation projects on the Cannock Chase SAC.

## Map of strategic planning area

Cannock Chase SAC Zones of Influence

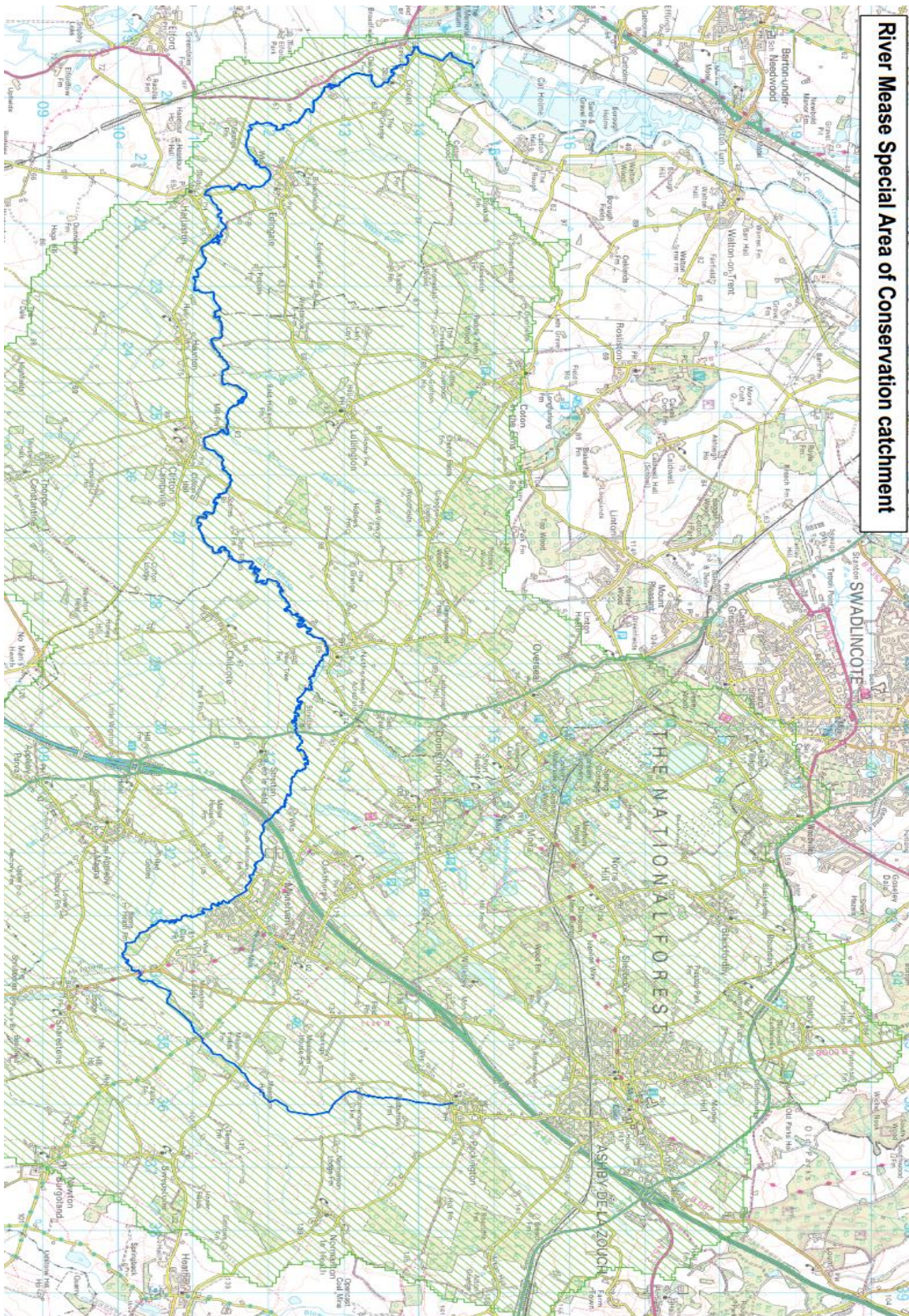


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**TABLE F: River Mease Special Area of Conservation**

<p><b>1. Strategic Planning issue</b></p>
<p>Part of the District falls within the water catchment of the Mease Special Area of Conservation (SAC). The SAC is required by the Habitats Directive to be restored or maintained to favourable condition. The Habitats Directive requires the potential effects of spatial and land use plans (i.e. Local Plans) on the SAC to be assessed.</p>
<p><b>2. Evidence base</b></p>
<p>Following on from the River Mease SAC Developer Contribution Scheme (DCS), a second development scheme (DCS2) has been developed with the river restoration schemes scheduled to remove 329g phosphate per day. See below.</p>
<p><b>3. Strategic Partners</b></p>
<p>The River Mease SAC Developer Contribution Scheme has been overseen by the River Mease SAC Programme Board of which Lichfield District Council is a member alongside:</p> <ul style="list-style-type: none"> <li>• Environment Agency</li> <li>• Natural England</li> <li>• North West Leicestershire District Council</li> <li>• South Derbyshire District Council</li> <li>• Severn Trent Water</li> </ul>
<p><b>4. Actions</b></p>
<p>LDC officers have attended quarterly SAC programme board meetings. Since the preparation of the Local Plan Allocations these have taken place on 13<sup>th</sup> April, 13<sup>th</sup> June, 14<sup>th</sup> September 2017, 20<sup>th</sup> October 2017, 14<sup>th</sup> December 2017, 21<sup>st</sup> December 2017, 7<sup>th</sup> March 2018, 14<sup>th</sup> March 2018</p>
<p><b>5. Outcomes from strategic working</b>  <i>What was the result of the strategic cooperation and how has this influenced the plan (include specific references to relevant policies where possible)? Include any issues that remain unresolved and how the authority plans to manage these. Outline what the implications are of these unresolved matters</i></p>
<p>No new specific SAC policies are being developed for the Local Plan Allocations document as this is covered by policy NR8 of the Local Plan Strategy. However, the DCS has informed the council's ongoing approach to mitigating the impact of development on the River Mease SAC. DCS1 was previously on the CIL 123 list and DCS2 is to be secured through s106 planning obligations.</p>
<p><b>6. Ongoing cooperation</b>  <i>How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?</i></p>
<p>LDC officers will continue to attend programme board and technical meetings on a regular basis and address issues with partners as and when they arise. S106 payments will be monitored accordingly.</p>

Map of strategic planning area





**TABLE G: GYPSY TRAVELLERS AND TRAVELLING SHOW PEOPLE**

<p><b>1. Strategic Planning issue</b></p>
<p>Lack of a five year supply for pitches and an inability to meet the requirements within Lichfield District, LDC has requested assistance in meeting these needs from its neighbouring authorities.</p> <p>Tamworth Borough Council have requested LDC to consider whether it can accommodate their 1 pitch requirement for a gypsy and traveller pitch.</p>
<p><b>2. Evidence base</b></p>
<ul style="list-style-type: none"> <li>• Gypsy and Traveller Sites Methodology Paper December 2016</li> <li>• Letter to neighbouring authorities requesting if can assist meeting Lichfield’s needs March 2017</li> <li>• Local Plan Allocations document March 2017</li> <li>• DTC Meeting with Tamworth 25<sup>th</sup> May, 2017</li> <li>• Exploratory meeting with Cannock Chase and Tamworth 4<sup>th</sup> July 2017</li> <li>• Five Year Housing Supply Paper August 2017</li> <li>• Authority Monitoring Report 2017</li> <li>• Response from Tamworth Borough Council to focused changes consultation February 2018</li> <li>• Response from Walsall Council to focused changes consultation February 2018</li> </ul>
<p><b>3. Strategic Partners</b></p>
<p>Tamworth Borough Council (TBC) Cannock Chase DC (CCDC)</p>
<p><b>4. Actions</b></p>
<p>LDC undertook a review of Tamworth Borough Councils evidence and concluded it did not provide a full and proper assessment of gypsy and traveller pitches in Tamworth. LDC approached Tamworth and Cannock to assist in meeting their requirements for gypsy and traveller pitches a meeting was held on 4<sup>th</sup> July 2017.</p>
<p><b>5. Outcomes from strategic working</b></p> <p><i>What was the result of the strategic cooperation and how has this influenced the plan (include specific references to relevant policies where possible)? Include any issues that remain unresolved and how the authority plans to manage these. Outline what the implications are of these unresolved matters</i></p>
<p>The existing evidence from 2007 and 2012 needed to be refreshed. Officers from the three authorities (LDC, TBC and CCDC) have agreed to share best practice with regard to the future identification and allocation of sites, including the potential for acquiring land via the Compulsory Purchase Order (CPO) route. This, however, is a commitment to future joint working and does not affect LDC’s approach to Gypsy and Traveller sites in the Local Plan Allocations (as set out in policy GT1).</p>
<p><b>6. Ongoing cooperation</b></p> <p><i>How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?</i></p>
<p>The five year housing land supply monitors the provision of a 5 year supply of pitches for gypsy and travellers as does the Authority Monitoring Report.</p> <p>Continue working collaboratively with our partners. Walsall Council through their response to the Focused changes document have indicated they will be responding to the request made in 2017.</p>



**TABLE H: TRANSPORT**

<b>1. Strategic Planning issue</b>
<p>The need for improvements to the A38 and A5 trunk roads which cross the District and form part of the local and national strategic road network in order to facilitate economic growth and sustainable development.</p> <p>The Cross city rail line, Trent Valley Mainline rail service to London, Trent Valley local service to Stafford and two further closed rail lines dissect the District. The existing stations have a need to improve to facilitate economic growth and improvements to health and well-being through provision of sustainable transport.</p>
<b>2. Evidence base</b>
<p>A Strategy for the A5 2011-2016</p> <p>Discussions with SCC Integrated Transport Strategy for Lichfield District Council</p> <p>Infrastructure Delivery Plan 2017</p>
<b>3. Strategic Partners</b>
<p>Staffordshire County Council</p> <p>Highways England</p> <p>Hinckley and Bosworth Borough Council</p> <p>Nuneaton and Bedworth Borough Council</p> <p>Cannock Chase District Council</p> <p>Shropshire County Council</p> <p>Warwickshire County Council</p> <p>Leicestershire County Council</p> <p>Derbyshire County Council</p> <p>East Midlands Councils</p> <p>Rugby Borough Council</p> <p>North Warwickshire Borough Council</p> <p>Daventry District Council</p> <p>Derby City Council</p> <p>Cherwell and South Northamptonshire Council</p> <p>Harborough District Council</p> <p>Network Rail</p> <p>LEP</p>
<b>4. Actions</b>
<p>Discussions between LDC and SCC officers to review the Infrastructure Delivery Plan and CIL Regulation 123 List. Dates October 2016- Jan 2017.</p> <p>Discussions between LDC and SCC officers to review the saved policies November 2016</p> <p>Discussions between LDC and Highways England to review the Infrastructure Delivery Plan and CIL Regulation 123 List. Dates October 2016 Discussions with Highways England to discuss the saved policies. November 2016</p> <p>Attendance at regular meetings of the A5 Transport partnership.</p> <p>Provision of support to work with SCC and Network Rail to support the bid and secure the CPO at Trent Valley Rail Station.</p> <p>Grant of planning permission</p> <p>Masterplanning exercise for Rugeley Trent Valley Station enhancements 29<sup>th</sup> November, 2017</p> <p>Provided evidence for the A5 Strategy Review February 2018.</p>
<b>5. Outcomes from strategic working</b>

<p><i>What was the result of the strategic cooperation and how has this influenced the Plan (include specific references to relevant policies where possible)?</i></p>
<p>The IDP and CIL Regulation 123 list have been updated to reflect current evidence and schemes to be funded in whole or part by CIL.</p> <p>The Local Plan policies have been updated to reflect the current evidence and continue to safeguard land for junction improvements within the Local Plan Allocations document - Policy ST5.</p> <p>New ticket office, shelter and 125 parking spaces completed at Lichfield Trent Valley Rail station.</p> <p>Review of the A5 Strategy</p>
<p><b>6. Ongoing cooperation</b></p> <p><i>How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?</i></p>
<p>Access for All funding has been awarded to improve disabled access in the form of lifts to facilitate access to the cross city and London bound platforms. Planned to be delivered after 2019. (AMR 2017)</p> <p>Continued attendance of the A5 Steering Group – A5 Strategy. Hinckley and Bosworth Borough Council have no concerns in relation to how matters relating to the A5 are represented within the Local Plan Strategy or the Local Plan Allocations document. Highways England have indicated through their response to the focused changes document that there is a need to review the transport evidence base and update the IDP. An update of the IDP will be prepared to support the submission Local Plan and transport evidence to support the Local Plan Review is proposed. Highways England have been supportive of this approach during the development of the Local Plan Allocations.</p>

**TABLE I: WATER ABSTRACTION AND FLOODING**

<p><b>1. Strategic Planning issue</b></p>
<p>Groundwater abstraction pressures and the over abstraction of the Bourne / Black Brook catchment has resulted in the identification as poor of the Tame Anker Mease – PT Sandstone Birmingham Lichfield Groundwater body. A statutory requirement to consider the implications of the increase in climate change allowances when considering the implication of flooding on site allocations.</p>
<p><b>2. Evidence base</b></p>
<p>Water Supply Study 2016 Level 2 SFRA January 2018</p>
<p><b>3. Strategic Partners</b></p>
<p>Environment Agency Staffordshire County Council Walsall Council South Staffordshire Water Severn Trent Water</p>
<p><b>4. Actions</b></p>
<ul style="list-style-type: none"> <li>• Representation from Environment Agency to the Local Plan Allocations March 2017.</li> <li>• Meeting with Natural England, Cannock Chase District Council, Canals and Rivers Trust, Lichfield and Hatherton Canals Trust, Walsall Council 14<sup>th</sup> June 2017</li> <li>• Meeting with Staffordshire County Council 19<sup>th</sup> July 2017</li> <li>• Meeting with Environment Agency 31<sup>st</sup> July 2017</li> <li>• Representation from Severn Trent 20<sup>th</sup> February 2018.</li> <li>• Representation from Environment Agency 19<sup>th</sup> February 2018.</li> </ul>
<p>Joint evidence prepared:</p> <ul style="list-style-type: none"> <li>• Preparation of the sustainability appraisal and review of the key development considerations and the allocation of sites within the Local Plan Allocations Document especially the housing policies LC1, LC2, B1, S1 and Policy IP2 Lichfield Canal.</li> <li>• Preparation of Sustainability Appraisal for the Focused Changes consultation which concluded that any outstanding matters can be resolved at planning application stage as established through the Level 2 FRA.</li> </ul>
<p><b>5. Ongoing cooperation</b></p>
<p><i>How will the strategic issues be managed on an ongoing basis? What are the mechanisms/structures being used to do this? How will this be monitored?</i></p>
<p>Consultation through the Focused changes consultation January-February 2018 and duty to cooperate consultation. Severn Trent indicate no duty to cooperate matters just site specific comments. Environment Agency have no outstanding objections in relation to the allocation of specific sites, the Sustainability Appraisal or Policy IP2. Environment Agency have requested a Sequential Test be undertaken. Sequential Test and Exception Test was prepared.</p>

## Appendix 4 - Tamworth BC response to LDC Local Plan Strategy Consultation 2012

Robert Mitchell  
Deputy Director (Communities, Planning & Partnerships)



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Neil Cox  
Development Plans Team  
Lichfield District Council  
District Council House  
Frog Lane  
Lichfield  
WS13 6YZ

10<sup>th</sup> September, 2012

Dear Neil

**RE: Lichfield District: Local Plan Strategy Proposed Submission Consultation**

Thank you for the opportunity to comment on Lichfield Districts Local Plan Strategy Proposes Submission Consultation.

We welcome the Local Plan Strategy's acknowledgement that Tamworth is unable to fully meet its future housing need of 5,500 dwellings within its own boundary during the life of its Local Plan (2006 – 2028). Through the preparation of a collaborative evidence base; the South Staffordshire Housing Needs Assessment and Tamworth Future Development and Infrastructure Study, which led to the production of a joint Memorandum of Understanding it has been agreed that 1,000 dwellings of Tamworth's housing need will be met outside of the Borough; 500 dwellings in the administrative boundary of North Warwickshire Borough Council and 500 dwellings in administrative boundary of Lichfield District Council.

The Tamworth Development Plan Team's comments and observations in relation to Lichfield District's Local Plan Strategy are outlined below:-

**Core Policy 1: The Spatial Strategy**

**Relevant Tests of Soundness**

**Duty to Cooperate: Yes**

**Justified: Yes**

**Positively Prepared: Yes**

**Consistent with National Planning Policy Framework: Yes**

Tamworth supports the wording in policy CP1 as it clearly reiterates the position agreed in the joint Memorandum of Understanding in recognising the role of land to the North of Tamworth in meeting Tamworth's housing need.

Marmion House,  
Lichfield Street,  
Tamworth,  
Staffs B79 7BZ.

Enquiries: 01827 709709  
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## **Core Policy 6: Housing Delivery**

### **Relevant Tests of Soundness**

**Duty to Cooperate: Yes**

**Justified: Yes**

**Positively Prepared: Yes**

**Consistent with National Planning Policy Framework: Yes**

Tamworth supports the wording in policy CP6 specifically its reference to 1,000 homes to the North of Tamworth as a Broad Development Location, in particular its acknowledgement that 50% of the housing (500 dwellings) are to meet needs arising within Tamworth Borough over the period 2021-2028.

## **Policy H1: A Balanced Housing Market**

### **Relevant Tests of Soundness**

**Justified: Yes**

**Consistent with National Planning Policy Framework: Yes**

Tamworth supports the housing mix identified which it considers is based on robust and up-to-date evidence set out in the South Staffordshire Housing Needs Assessment. The need for predominantly 2 and 3 bed properties corresponds with that of Tamworth and in delivering this need both authorities will assist in meeting the need across the Southern Staffordshire area.

## **Policy: North of Tamworth**

### **Relevant Tests of Soundness**

**Duty to Cooperate: Yes**

**Justified: Yes**

**Positively Prepared: Yes**

**Consistent with National Planning Policy Framework: Yes**

Tamworth supports the wording in Policy: North of Tamworth as it clearly reiterates the position agreed in the joint Memorandum of Understanding in recognising the role of land to the North of Tamworth in meeting Tamworth's housing need. Furthermore that the land North of Tamworth is reliant upon infrastructure provided through the Anker Valley Sustainable Urban Neighbourhood (S.U.N). In addition criteria set out within the policy are supported as they will ensure a sustainable site which is integrated both with the Anker Valley S.U.N and the wider Tamworth Urban Area.

### **Amendment**

However it is noted that the links within the Anker Valley S.U.N shown on map 15.1 do not correspond with those shown on Figure 3 of the Tamworth Local Plan. This should be amended to ensure consistency between the two documents.

## **Other Policies of relevance to Tamworth Borough**

The following comments concern policies that relate to Tamworth but do not principally relate to the tests of soundness.

### **Policy SC2: Renewable Energy**

Tamworth acknowledges this policy and the criteria set out in determining any planning applications. It is noted that potential sites have been included that may have a visual impact on the setting of the Borough. Consequently we would welcome any further dialogue on any progress made in selecting a specific site for wind energy development that would have an impact on Tamworth, including consultation through any pre-application discussion and formal consultation on receipt of a planning application.

### **Policies Faz1, Faz2, Faz3**

In relation to the place based policies on Fazeley, Mile Oak and Bonehill the recognition of the link to the Wilnecote regeneration Corridor and maintaining the Greenbelt is welcomed.

### **Policies H3: Gypsies, Travellers and Travelling Showpeople**

It is noted that sites for Gypsies, Travellers and Travelling Show People will be allocated within the Local Plan. We would welcome further dialogue in relation to this as a consequence of existing sites (at Mile Oak) which exist within Lichfield District but in close proximity to Tamworth Borough, where there may be potential for a joint need to be met.

### **Housing Trajectory**

For greater clarity the housing trajectory could show the 500 dwellings to meet Tamworth's needs towards the latter end of the plan period.

It should be noted that although these are officer comments and have not gone before a Committee of this Council, they have been discussed with Members at the LDF Working Group.

We hope these comments assist you preparing the next stage of your plan and we would welcome the opportunity to collaborate further on joint working. Please do not hesitate to contact Alex Roberts in the Development Plans Team, if you have any further queries in regards to this.

Yours sincerely



Deputy Director  
(Communities, Planning & Partnerships)





## Planning and Regeneration Service

24 February 2014

### Comment on Lichfield District Council Application 14/00516/OUTMEI

**Construction of up to 1,000 houses, primary school, local centre, public open space, landscaping and associated infrastructure.**

**Land North of Ashby Road, Tamworth, Staffordshire,**

#### Principal of Development

This proposal is for 1,000 homes, associated amenities, infrastructure and landscaping, located to the North of Tamworth, but within Lichfield District, as such it will form a very large and salient extension to the urban area of Tamworth. This proposal will make use of infrastructure and services within Tamworth and therefore any potential impact upon these must be examined. The impact this proposal will have on Tamworth's adopted and emerging Local Plans must also be scrutinized, to ensure that development within Tamworth does not become undeliverable and therefore have further consequences to the strategy of the emerging Local Plan.

#### JCT and BWB reports

In response to residents concerns about the level of congestion on the highway network in the north of the town, Staffordshire County Council commissioned JCT to examine the Gungate and Fountains junction corridor. This is the transport corridor to which the Ashby Road feeds into to the north of Tamworth. It is the only transport corridor into the town from the north and therefore is subject to high levels of congestion at peak times. To examine how further development could take place feeding off this corridor JCT investigated how it could be improved. It is understood that based on the report the County Council position is that the corridor is at or is near to capacity. In short, the report demonstrated that a certain set of improvements would allow for a development of 500 units to take place in the Anker Valley area before conditions returned to what they are at present.

The BWB report was commissioned jointly by Staffordshire County Council, Tamworth Borough Council and Lichfield District Council with input from the development industry and landowners with interests in Anker Valley and to the north of Tamworth. This report was completed in November 2013 and examined how the JCT report could be built on and what possible measures could be taken to allow for more than 500 units to be developed in this location.

The report concludes:

*It is concluded that the following highway and demand management transport package is likely to be deliverable and would provide the best overall transport strategy for the Anker Valley SUE by providing both strategic and local connectivity improvements:*

- *Contribution towards the Upper Gungate improvements [works identified in JCT report]*

- *Improved frequency bus service to the site*
- *Contribution towards A5/Mile Oak and A5/Stoneydelph junction improvements*
- *Anker Valley link Road*
- *Improve existing footpath through Stationfields Park Homes*
- *Direct pedestrian/cycle access to Tamworth Railway Station*
- *Vehicular access via Ashby Road*
- *Footbridge across the Birmingham to Derby Railway*
- *Station car park and public transport connection*
- *Pedestrian/cycle link to Amington*
- *Funding Education Travel Plans .*

*1.14 This would enable approximately 1,350 dwellings to be developed on the Anker Valley SUE without detriment to the Upper Gungate corridor. However, based on high level cost estimates of £10,000 to £15,000 per dwelling, the transport package is unlikely to be viable without public investment. This investment could be justified on the basis that the transport package would address a key strategic transport issue by improving public transport provision to the West Midlands through increasing accessibility to Tamworth Railway Station and providing much needed car parking.*

*1.15 Without public investment and subject to additional investment in demand management measures, the Anker Valley SUE could be developed for approximately 700 dwellings without detriment to Upper Gungate. Whilst this would provide similar local connectivity improvements to the preferred package, it would result in fewer strategic transport benefits.*

Without the substantial public investment, the capacity for development would be limited to 500 dwellings by completing the works outlined in the JCT report or to 700 dwellings by implementing the above transport solutions apart from the Anker Valley link road. However the increase to 700 would only be justifiable once further detailed work has been done to assess the impact a station car park and public transport connection and funding a new education travel plan would have.

The transport assessment which accompanies this application seeks to demonstrate how development in excess of 500 (or 700) can be achieved without the need to deliver a link road into the eastern part of Tamworth (Anker Valley Link Road). Without a robust and credible assessment the proposed development would greatly exceed the 500 capacity. This is without taking into consideration the approved scheme at Browns Lane in Lichfield (awaiting S106) and the live application for 535 homes at Anker Valley within Tamworth, all of which feed into the Ashby Road and Gungate Corridor.

### **National Planning Policy Framework**

The National Planning Policy Framework (NPPF) sets out the governments planning policies for achieving sustainable development which has replaced previous guidance notes and policy statements.

Paragraph 14 of the National Planning Policy Framework (NPPF) states that at the heart of the NPPF is a presumption in favour of sustainable development. Paragraphs 6-10 provide more detail on sustainable development and highlight the importance of balancing economic, social and environmental elements.

Paragraph 6 advises that the purpose of the planning system is to contribute to the achievements of sustainable development. The policies in paragraphs 18-219, taken as a whole, constitute the government's view of what sustainable development in England means in practice for the planning system.

Paragraph 17 outlines the 12 Core planning principles that should underpin both plan making and decision taking, and as such are relevant to this application.

Since its publication the policies contained within the NPPF are material considerations which we are required to take into account in determining planning applications. Paragraph 215 of the NPPF states that due weight should be given to relevant policies in existing plans such as the adopted Tamworth Local Plan, according to their degree of consistency with the NPPF. We consider that the following policies are consistent with the NPPF.

### **Adopted and Emerging Local Plan**

#### **Saved Local Plan Policies**

The Tamworth Local Plan 2001-2011 was adopted in July 2006 and under the provisions of the Planning and Compulsory Purchase Act 2004, the policies remained in force for three years. The Secretary of State has now confirmed which policies are saved beyond this date.

Of particular relevance to this application are policies:  
HSG4: Anker Valley – Strategic Housing Proposal and  
TRA8: Transport Proposals (B and C)

In accordance with paragraph 215 of the NPPF it is considered that there is a degree of consistency between the policies and the emphasis of the NPPF. Policy HSG4 supports sustainable transport, encourages a mix of uses within the development and of specific relevance to paragraph 52 of the NPPF; ensures a supply of homes through large-scale planned development. This is of particular relevance to Tamworth as it is a borough with few opportunities for expansion. It is constrained by a tight administrative boundary, environmental constraints such as the flood plain, Greenbelt to the south and infrastructure constraints all contribute to limiting the range of sites for development and their capacity. For that reason the borough is dependant on urban extensions to meet the vast proportion of its immediate and future housing needs.

The capacity of the Anker Valley allocation set in the adopted Local Plan is 800 dwellings and also requires the delivery of the Anker Valley Link Road (AVLR) (policy TRA8). Through the JCT and BWB reports it is now clear that the AVLR would render development unviable. Therefore it can not be expected for the adopted Local Plan allocation to deliver this infrastructure and that only 500 dwellings will be delivered.

If this proposal for 1,000 dwellings were to be approved it would reduce the potential capacity of Anker Valley to 0 dwellings.

#### **Withdrawn Local Plan and draft Local Plan**

The Draft Local Plan was subject to public consultation (between 31<sup>st</sup> March 2014 and 12<sup>th</sup> May 2014) and is based on the most up-to-date evidence. As such, some weight can be attached to this document, the following policies of the Draft Local Plan are considered to be relevant to the determination of this application.

Policy SP6 of the draft Local Plan allocates Anker Valley as an SUE, with an indicative capacity of 500 homes.

Previously the Council had engaged ATLAS (part of the HCA) to assist with the preparation of the spatial framework and master plan for Anker Valley. Along with the Council, Lichfield District Council and Staffordshire County Council were involved in this work.

One of the key areas of work to undertake in the early stages of the master planning process was to assess different possible sustainable transport packages for Anker Valley. This work looked at the viability of vehicular and pedestrian and cycleway routes to link the SUE to Tamworth town centre. A summary of this BWB report is already detailed above.

As such the emerging draft Local Plan will allocate land at Anker Valley for 500 dwellings and associated infrastructure in-line with creating a sustainable urban extension; such as a primary school, public transport links, pedestrian and cycle access to the town centre and train station. These requirements have been attained by working with infrastructure providers, in particular county council highways and education teams.

To ensure the delivery of this allocation and infrastructure the development must be of a certain size, too few dwellings would become unviable to the developer and landowner when certain pieces of infrastructure are necessary.

If this proposal for 1,000 dwellings were to be approved it would take all existing capacity on the Gungate corridor and would therefore raise serious questions over how the Anker Valley site could be delivered and what, if any infrastructure could be provided to mitigate transport impacts.

The proposal has the potential to render the Anker Valley allocation completely undeliverable and therefore has serious implications for the wider delivery of Tamworth's emerging Local Plan.

Tamworth is reliant upon adjoining authorities to assist in meeting its housing needs. Currently there is a signed Memorandum of Understanding (July 2013) between Tamworth, Lichfield and North Warwickshire Council's which includes the following:

*1. For both Lichfield District Council and North Warwickshire Borough Council to agree to deliver a proportion, identified as at least 500 new homes per authority (representing at least 1,000 in total), of Tamworth's future housing needs within their respective administrative boundaries.*

*3. That in the case of Lichfield District Council, the broad location be restricted to land north of the Anker Valley allocation. A firm allocation within Lichfield District will be identified through the Lichfield District Local Plan: Allocations document.*

*6. To agree that delivery of new homes within Lichfield District to meet Tamworth Borough's needs will be informed by an Anker Valley masterplanning exercise that will inform the Tamworth Local Plan and the Lichfield District Local Plan: Allocations document.*

The evidence base supporting the draft Local Plan shows that there will be a greater reliance upon adjoining authorities to help deliver Tamworth's housing need. Assuming that Anker Valley will deliver 500 dwellings, there is a total shortfall of approximately 2,000 dwellings, 1,000 more than agreed in the July 2013 MOU. If the Anker Valley site were to be lost because of this proposal, it is clear the shortfall would increase further to 2,500 dwellings. Thus placing added pressure on Lichfield and North Warwickshire to assist in meeting Tamworth's housing needs.

Given that the application will form an extension to Tamworth urban and that it will be contributing to meeting Tamworth's housing needs the level of affordable housing and mix of housing types should as a minimum be in-line with meeting the requirements set out in Tamworth's draft Local Plan.

Policy CP4 (Affordable Housing) states that “the provision of at least 1,000 affordable housing units over the plan period will be sought, approximately 40 per annum.” And that, “unless demonstrated to be unviable, the Council will require:

- a) new residential development involving 7 or more dwellings (gross) to provide a target of 20% affordable dwellings on site
- b) Strategic Urban Extensions at Coton lane and Dunstall Lane will be expected to provide a target of 25% affordable dwellings on site
- c) new residential development involving 3 to 6 dwellings (gross) to provide a financial contribution through a S106 agreement, equivalent to a target of 20% on site affordable dwellings
- d) for on site provision a mix of 25% Intermediate Tenure and 75% Rented which should be split between Social Rented and Affordable Rented as specified in the evidence base
- e) the release and development for affordable housing of Council, Registered Social Landlords and other public bodies surplus land holdings
- f) a range of sizes of residential dwellings to be provided to meet local requirements
- g) a range of housing to meet the needs of older persons, persons with disabilities and those with special needs where there is a proven need and demand.

Affordable housing units should be well designed and blend in well with the rest of the development to promote cohesion within the community.”

Policy CP5 (Housing Types) states:

“In granting planning permission for residential development, housing size, type and mix that reflect local needs based upon the evidence set out in the latest Housing Needs Survey, will be secured.

Proposals for housing development should achieve the following mix of units;

- 4% of new housing will be 1 bedroom sized units
- 42% of new housing will be 2 bedroom sized units
- 39% of new housing will be 3 bedroom sized units
- 15% of new housing will be 4 bedroom or more sized units”

It is not clear how this application will achieve these targets

Policy CP10 (Design of New Development) states that:

“New development should:

- a) respect existing architectural and historic character, the built and natural environment and other valued characteristics of areas by having regard to the appearance, landscaping, boundary treatments, layout, scale, and detailing appropriate to the local context as well as the amenity, privacy and security of nearby properties
- b) incorporate measures to mitigate environmental impacts such as noise and pollution on existing and prospective occupants.
- c) enhance the existing character of the area and where the area is not considered to be of a high quality, new development should actively aim to enhance the area.
- d) be physically and visually linked to its surroundings and be outward facing with active frontages in order to create public interest on all public facing elevations. Places should be legible and easy to navigate and create opportunities for community interaction.
- e) take into account local and long distance views of key landmark buildings and landscapes, both within and outside the borough to ensure that new development does not have a detrimental impact.

Contribution to infrastructure

This proposal will make use of infrastructure and services within Tamworth and therefore any potential impact upon these must be examined. The minimum level of development being assessed should be 500 dwellings (in line with the JCT and BWB reports).

Staffordshire County Council should be consulted on the contribution required towards education, taking into account existing permissions or Local Plan allocations. A development of this scale would require a new primary school primary school. It is acknowledged that the applicant seeks to provide one on site.

A contribution towards delivering the sports facilities identified in Tamworth's Joint Indoor and Outdoor Sports Strategy should be sought. Currently within Tamworth's emerging infrastructure delivery plan is the need to deliver a new multi purpose sports facility.

Paragraph 73 of the NPPF states that "Access to high quality open spaces and opportunities for sport and recreation can make an important contribution to the health and well-being of communities. Planning policies should be based on robust and up-to-date assessments of the needs for open space, sports and recreation facilities and opportunities for new provision. The assessments should identify specific needs and quantitative or qualitative deficits or surpluses of open space, sports and recreational facilities in the local area. Information gained from the assessments should be used to determine what open space, sports and recreational provision is required."

#### Transport Assessment Comments

These comments make reference to specific paragraphs and sections within the assessment.

1.1.3 – As stated within this response, the Inspector the Lichfield's Local Plan gave limited support to the Broad Location and therefore the weight given to the broad location is questionable. The Inspector specifically referenced Tamworth's Local Plan and that the emerging Allocations Plan from Lichfield should build upon Tamworth's Local Plan. This proposal should not come forward to the detriment of the Anker Valley allocations or planning application.

1.1.4 The Browns Lane application has a resolution for approval, however a S106 agreement is yet to be signed off.

2.3.17 Tamworth's draft Local Plan was made available for public consultation between March and May 2014. The new 2006-2031 Local Plan will replaced the adopted Local Plan adopted in 2006.

2.3.21 This paragraph is incorrect and there is no site 104, land within Lichfield District Council would not be assessed in Tamworth's SHLAA.

2.3.22 The Transport Package appraisal was prepared by Lichfield, Staffordshire and Tamworth Councils. The brief was prepared in conjunction with developers with an interest in the area. Barwood's were involved in this process.

2.3.23 The quoted 700 figure assumes that the Travel plan for the education establishments along the corridor is implemented and that a park and ride scheme is brought forward on the Anker Valley site. The BWB report goes on to state that these two schemes would need further investigation to garner more accurate figures, however the level of accuracy of the 700 is within 10% (630-770). Development larger than this scale would require the link road to be brought forward, which would yield a capacity of 1,350 additional dwellings.

Figure 4.1 Bus penetration into the proposed site seems very poor and would fail to provide an accessible public transport service. Without a re-modelling of this route it is very difficult to understand how this would provide an accessible service and increase the already high levels of public transport use in Tamworth.

4.5.10 & Table 5.3 whilst directly comparing bus use for journey to work patterns between Spital Ward and Tamworth shows the ward is lower than the whole borough, this fails to take into account the full picture of how people travel to work. Spital Ward's bus use is lower than Tamworth as a whole, because; 4.1% use rail, 2.5% use bicycle and 13.4% walk. Assuming that the level of bus use can be increase to match a Tamworth or even a West Midlands average is overly ambitious when considering that alternative modes of transport already have high patronage.

5.3.2 Tamworth Borough has very few rural wards as it is one large urban area. Of the 10 wards within the Borough, Spital Ward is the most rural. To state that Spital Ward is 'more urban' and that there are other 'more rural' wards within Tamworth is incorrect.

It is concerning that the Transport Assessment has used this information and incorrectly made assumptions about the wards which they refer to. Given that this information will feed into the transport assessment, any findings with these built-in assumptions should be questioned and re-examined in detail. Therefore the information in table 5.4 which is based upon tables 5.1 and 5.3 should not be used as an assumption. Further more tables 5.6 and 5.7 should also not be used.

Table 5.8 Whilst the 2001 census information is the most up to date, it is surprising that <1% is used for North Warwickshire. Given the large amount of new development within Birch Coppice in North Warwickshire which abuts Tamworth Borough, it is considered that this figure is a vast underestimation, particularly as areas such as Gloucester, Leeds, Vale of White Horse (Oxfordshire), Cheshire and Telford are all also <1%. This would therefore impact on the trip assignments in table 5.9.

Table 6.4 based upon the current applications in with Tamworth and Lichfield, the capacity for Browns Lane is incorrect it should be 165 dwellings and the capacity for Anker Valley is incorrect, it should be 535 dwellings. This incorrect data will have implications on the Sensitivity Scenario testing.

6.5.4 there is no requirement within Tamworth's Local Plan for the Anker Valley Link Road to be constructed and it is correct not to assume it will happen.

9.1.4 because of the incorrect assumptions and information used in the assessment it isn't possible to state that there will not be a severe transport impact as required in paragraph 32 of the NPPF.

#### Five Year Housing Supply

To boost significantly the supply of housing, the NPPF (Para 47) requires the Council to identify and update annually a supply of specific deliverable sites sufficient to provide five years worth of housing against their housing requirements. In addition to this, the Council must allow for 5% or 20% buffer of additional supply in this period, to ensure that there is a readily available supply of suitable sites for housing. The 5% or 20% buffer is determined upon past completion rates, currently the past completions rates are good for Tamworth and so a 5% buffer is being used.

Paragraph 49 goes on to state that without a 5 year housing supply adopted planning policy for housing can not be considered up to date. Without the benefit of housing policy the Council

would have reduced range of policy to use in determining applications for housing development.

The emerging draft Local Plan sets out an overall housing need for 6,250 (250pa) homes from 2006 to 2031, taking into consideration that 2,000 dwellings will need to be delivered outside of the borough the housing requirement is 4,250 (170pa). Based upon a 5 year supply target of 170dpa with a 5% buffer, the council has a 5 year land supply, based on 250dpa with a 5% there is a shortfall. If Anker Valley's contribution to the 5 year supply is removed (it is considered that 225 could be delivered in the next 5 years) then there is a shortfall based on 170dpa and 250dpa.

If this proposal were to be approved it would severally impact upon Tamworth's five year housing supply

### Prematurity

The Anker Valley SUE is part of the existing adopted Local Plan for Tamworth and is proposed within the emerging Local Plan, the proposed allocation has been extensively consulted on. The principal of development is long standing and a site of 500 dwellings is now shown to be deliverable. Tamworth Borough Council is now in receipt of an outline application for 535 new homes at Anker Valley. It is expected to take this to application to committee in August 2014.

Planning permission should not be granted in circumstances where that would pre-empt or prejudice an emerging development plan. This tension is addressed in paragraphs 17 to 19 of a 2005 policy document, "The Planning System: General Principles" ("PS:GP") which sets out the applicable government policy:

- “17. It may be justifiable to refuse planning permission on grounds of prematurity where a DPD [development plan document] is being prepared or is under review, but it has not yet been adopted. This may be appropriate where a proposed development is so substantial, or where the cumulative effect would be so significant, that granting permission could prejudice the DPD by pre-determining decisions about the scale, location or phasing of new developments which are being addressed in the policy in the DPD.*
- 18. Otherwise, refusal of planning permission on grounds of prematurity will not usually be justified. ... The weight to be attached to such policies depends upon the stage of preparation or review, increasing as successive stages are reached. For example:*

*Where a DPD is at consultation stage, with no early prospect of submission for examination, then a refusal on prematurity grounds would seldom be justified because of the delay which this would pose in determining the future use of the land in question.*
- 19. Where planning permission is refused on grounds of prematurity, the planning authority will need to demonstrate clearly how the grant of permission for the development concerned would prejudice the outcome of the DPD process.”*



This proposal would prejudice the outcome of Tamworth's Local Plan process. It would predetermine future decisions on scale, location and timing of development in Tamworth at Anker Valley and would also prejudice opportunity for development given size of Tamworth Borough. This proposal would have **significant cumulative effects** on bringing forward Tamworth's Local Plan.

- The capacity of further development along the transport corridor is currently limited to 500 dwellings
- This proposal would remove any capacity at Anker Valley
- By impacting on the capacity of the area and with infrastructure requirements remaining the same, development at Anker Valley would become unviable and therefore undeliverable
- Tamworth has few opportunities for development
- There are no further alternative sites to replace Anker Valley within Tamworth as all suitable urban extensions are proposed within the emerging Local Plan
- As a consequence of limiting the supply of land in Tamworth, further pressure would be placed upon Lichfield and North Warwickshire to help meet Tamworth's housing need.
- Of the 2,900 total capacity of proposed allocations, a loss of 500 dwellings represents a 17% loss, or 3 years of future supply (assumed 170DPA requirement).

#### Lichfield Development Plan

The Lichfield Local Plan was adopted in June 1998. It covered the period 1998-2001. Under planning legislation the policies contained in the adopted Local Plan were saved until 27th September 2007. Government Office confirmed in September 2007 which policies were saved

There is no reference in the saved local plan to meeting Tamworth needs or development to the north of Tamworth.

Lichfield submitted their new local plan to the Secretary of State on the 22nd of March 2013. It contains the following relevant policies:

Policy: North of Tamworth

*Within the Broad Development Location identified to the north of Tamworth, a sustainable, safe, well designed mixed use development of approximately 1,000 dwellings will be delivered by 2028 including:*

- 1. A range of housing in accordance with Development Management Policies H1 and H2 and having regards to needs arising within Tamworth Borough;*
- 2. Provision for open space, sport and recreation facilities in line with Development Management Policies HSC1 and HSC2 and incorporating playing pitches, amenity green space, equipped play, allotments;*
- 3. Landscaping and Green Infrastructure provision including the retention of quality hedgerows and significant trees, and their incorporation into the landscape, and the allowance for significant tree canopy cover in line with Development Management Policies NR4 and NR6;*
- 4. A clear strategy for delivering links to Tamworth, and showing how these will be incorporated into an integrated open space and green infrastructure network;*
- 5. Protection of local areas and habitats of biological interest;*
- 6. The provision of public transport to serve the site: all development should be within 350m of a bus stop;*
- 7. The provision of pedestrian and cycling routes throughout the site, linking to the green infrastructure network and to settlements, services and facilities beyond the site boundaries including safe crossing points;*
- 8. Vehicular access that is integrated with the Anker Valley and Amington links proposed within Tamworth Borough;*

*9. The provision and maintenance of sustainable drainage systems and flood mitigation measures;*

*10. Adherence to all other policies in the Local Plan.*

*The development shall cause no coalescence with Wigginton village and shall commence no earlier than 2021 or prior to essential infrastructure being delivered within Tamworth Borough.*

Prior to the examination in March 2013, Lichfield District Council submitted some proposed modifications. Relevant to Tamworth was the following proposed change to the north of Tamworth policy:

The development shall cause no coalescence with Wigginton village and shall **not** commence ~~no earlier than 2021~~ or prior to essential infrastructure being delivered **at an appropriate stage.** ~~within Tamworth Borough.~~

An examination into the submitted Local Plan was held in the summer of 2013.

At examination there was discussion on the work being progressed on Anker Valley as outlined in Tamworth's response to their Inspector. There was also discussion on the area that the broad location covered, and concern from Taylor Wimpey that it did not include the Brown's Lane site.

The Inspector released his initial findings on the 3<sup>rd</sup> September 2013. He stated:

*While these preliminary findings are issued without prejudice to any final report that I may prepare, you will see that I am satisfied that the Council has discharged its duty to co-operate, that the Sustainability Appraisal is a reliable piece of evidence and that the Strategic Development Areas and the Broad Development Location identified in the Plan are soundly based. I am, however, concerned that the Plan as submitted is unsound in that it does not make adequate provision for the objective assessment of housing need contained in its own evidence base.*

In para's 104 onwards the Inspector considered the Tamworth issue. Para's 108 and 109 are most relevant:

*108. The situation is, therefore, that there is no certainty that the Anker Valley scheme will come forward and certainly I am not in a position to prejudge the outcome of the examination into the Tamworth Local Plan. However, on the basis of the information available there appears to be a reasonable prospect that it will, given the firm commitment to it by Tamworth Borough Council.*

*109. If this proves not to be the case the Council will need to reconsider its position when preparing the Lichfield Local Plan: Allocations document when it will be considering the Broad Development Location in more detail.*

Lichfield District Council confirmed to the Inspector on the 4<sup>th</sup> September:

*I can confirm that the District Council is willing to identify a further site (or sites) to address the current housing shortfall identified in your 'initial findings.' To enable the Council to do this we intend to undertake further Sustainability Appraisal work. The further Sustainability Appraisal work has now been commissioned and will be undertaken based on information that was available to the Council at the close of the Hearing Sessions on 10th July 2013 – therefore no further information will be accepted by the District Council.*

*It is anticipated that this work will be complete by the end of the year, to enable a further consultation on main modifications, a revised Sustainability Appraisal and an updated Habitat Regulations Assessment, to be carried out in early 2014. Therefore all further work and required consultation is planned to be complete within the next 6 months.*

In response to Inspector's paragraphs 108 and 109: if this proposal is approved it would place much greater doubt on the delivery of Anker Valley, to the extent of making it certain development would not occur. It is quite clear that Lichfield Council will need to reconsider its position when preparing their Allocations Local Plan, but it should also reconsider its position for the current Local Plan being examined. As with the Anker Valley development in Tamworth, any further development in Lichfield would need to contribute to wider infrastructure costs. Without this proposal contributing to costs it could make further development unviable.

The BWB report shows that development over 700 dwellings would be unviable, the inspector in paragraph 109 makes it clear that subsequent Local Plans for Lichfield must look to the adopted or emerging Local Plan within Tamworth to take a clear steer on the direction of the 'Land to the North of Tamworth' broad location.

It is clear that this proposal would also pre-empt or prejudice the emerging Local Plan for Lichfield and that the emerging broad location which this proposal relies upon is un-sound due to new evidence contained in the BWB report.

#### Duty to Co-operate

Another consideration to make for this proposal is the duty to cooperate. Lichfield must take Tamworth into account when making decisions which may affect the preparation of a development plan document, and vice versa. Therefore, if the proposal will have a significant impact on Tamworth's local plan, even if the housing supply will be attributed entirely to Lichfield, it could be a valid reason for refusal.

For completeness, the duty to cooperate is set out below. Section 110 of the Localism Act 2011 inserted into the Planning and Compulsory Purchase Act 2004 a new s.33A:

- “(1) Each person who is:*
- (a) a local planning authority,*
  - (b) ...*
  - (c) ...*
- must co-operate with every other person who is within paragraph (a) ... in maximising the effectiveness with which activities within subsection (3) are undertaken.*
- (2) In particular, the duty imposed on a person by subsection (1) requires the person:*
- (a) to engage constructively, actively and on an ongoing basis in any process by means of which activities within subsection (3) are undertaken, and*
  - (b) to have regard to activities of a person within subsection (9) so far as they are relevant to activities within subsection (3).*
- (3) The activities within this subsection are:*
- (a) the preparation of development plan documents,*
  - (b) the preparation of other local development documents,*
  - (c) ...*

- (d) activities that can reasonably be considered to prepare the way for activities within any of paragraphs (a) to (c) that are, or could be, contemplated, and (e) activities that support activities within any of paragraphs (a) to (c), so far as relating to a strategic matter.*
- 4) *For the purposes of subsection (3), each of the following is a “strategic matter”:*  
*(a) sustainable development or use of land that has or would have a significant impact on at least two planning areas, including (in particular) sustainable development or use of land for or in connection with infrastructure that is strategic and has or would have a significant impact on at least two planning areas...”*

Therefore, as this proposal would affect Tamworth's housing supply or such that it may risk prejudicing its Local Plan, Lichfield is bound under section 33A to consider the effect of granting permission on Tamworth. NPPF paragraph 178 refers to the duty to cooperate and that local planning authorities should cooperate particularly on strategic priorities, in this specific instance it is the homes needed in the area and the provision of transport and community infrastructure. As this proposal would have a significant impact on Tamworth meeting these strategic priorities it warrants the refusal of permission.

### Conclusion

In summary, there is currently the potential capacity for 500 dwellings to be developed off the Gungate corridor, by allowing this proposal future capacity will be removed. This would impact upon the delivery of housing in Tamworth at Anker Valley as development would not be viable. Doing so would significantly impact upon Tamworth meeting its strategic priorities of delivering housing, transport and community infrastructure. This proposal would prejudice the outcome of Tamworth's Local Plan process. It would predetermine future decisions on scale, location and timing of development in Tamworth at Anker Valley and would also prejudice opportunity for development given size of Tamworth Borough. This proposal would have **significant cumulative effects** on bringing forward Tamworth's Local Plan. As the proposal would have an impact on Tamworth meeting its strategic priorities, Lichfield are bound under section 33A of the Localism Act to consider this effect, given the severity it warrants the refusal of permission.

If the Anker Valley site were to be lost because of this proposal, it places added pressure on Lichfield and North Warwickshire to assist in meeting Tamworth's needs. More so, if this proposal were to be approved it would have a severe impact on Tamworth's 5YHS thus compounding the negative impacts further.

The NPPF sets out the governments planning policies for achieving sustainable development. Paragraph 215 states that due weight should be given to relevant policies in existing plans such as the adopted Tamworth Local Plan, according to their degree of consistency with the NPPF. We consider that the adopted Tamworth Local Plan is consistent with the NPPF, that the adopted Lichfield Local Plan is silent on the issue and that the emerging Lichfield Local Plan is not up to date as it does not take into account the latest evidence (the BWB report).

The information used in the Transport Assessment is in places incorrect and uses misleading assumptions. Cumulatively these errors will have impacted on the results of this work. The errors should be corrected and realistic assumptions used.

**This application for 1,000 can not be supported and should be refused.**

Alex Roberts

Development Plan Manager – Tamworth Borough Council



**For Official Use**

Respondent No:

Representation  
Number:

Received:

## Lichfield District Local Plan Allocations Document

### Publication Stage Representation Form

Please return to Lichfield District Council by 5pm on 12<sup>th</sup> May, 2017 via:

Email: [developmentplans@lichfielddc.gov.uk](mailto:developmentplans@lichfielddc.gov.uk)

Post: Spatial Policy and Delivery, Lichfield District Council, District Council House, Frog Lane, Lichfield, WS13 6YZ.

This form can also be completed on line using our consultation portal: <http://lichfielddc-consult.limehouse.co.uk/portal>

**PLEASE NOTE:** This form has two parts –

Part A Personal details

Part B Your representation(s). Please fill in a separate Part B for each representation you wish to make.

#### Part A: Personal Details

	1. Personal details <sup>12</sup>	2. Agent's details (if applicable)
Title	Mr	
First name	Sushil	
Last Name	Birdi	
Job Title (where relevant)	Senior Planning Policy and Delivery Officer	
Organisation (where relevant)	Tamworth Borough Council	
House No./Street	Marmion House, Lichfield Street	
Town	Tamworth	
Post Code	B79 7BZ	
Telephone Number	01827 709279	

<sup>1</sup> If an agent is being used only the title, name and organisation boxes are necessary but please don't forget to complete all the Agent's details.

<sup>2</sup> Please note that copies of all comments received will be made available for the public to view, including your address and therefore cannot be treated as confidential. Lichfield District Council will process your personal data in accordance with the Data Protection Act 1998. Our Privacy Notice can be viewed at [www.lichfielddc.gov.uk/Council/Privacy-notice.aspx](http://www.lichfielddc.gov.uk/Council/Privacy-notice.aspx) or contact us and for a copy to be sent to you.  
Lichfield District Local Plan Allocation Document – Publication Stage Representation Form

Email address (where relevant)	Sushil-birdi@tamworth.gov.uk	
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**Part B: Your Representation**

**To which documents and section does this representation relate?** For example Policy NR10 or para no. 2.2. Please use a separate form for each representation you wish to make.

Document	Section					
	Whole Document	Page Number	Paragraph Number	Policy Number	Appendix	Proposals Map
Lichfield District Local Plan Allocations	X					
Sustainability Appraisal Report						
Other						

**Question 1**

**Do you consider that the Local Plan Allocations document complies with the Duty to Co-operate?**

Yes		No	X
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Q1a Please specify the reasons below:

*Regular meetings have taken place between officers for a number of years which have been useful to keep all parties updated on Local Plan progress. The Authorities worked closely on preparation of both the Tamworth Local Plan (adopted February 2016) and the Lichfield Local Plan Strategy (adopted 2015) including jointly commissioned evidence base and discussion over strategy and policy.*

*Tamworth is unable to meet all of its housing, employment and gypsy and traveller needs. Lichfield Local Plan Strategy commits to the provision of 500 houses towards the unmet need of 1,825 homes and to continue to work collaboratively on any further shortfall including a a review of the plan or to be dealt with through the Allocations document (para 4.6). North Warwickshire Council have also committed to provide 500 homes to meet the shortfall. Therefore there remains 825 housing shortfall, a minimum of 14 hectares of employment land and 1 Gypsy and Traveller Pitch.*

*Whilst some work has been undertaken at a HMA level no further joint work has taken place between the two Authorities on the potential levels of affordable housing, sports and leisure facilities and essential infrastructure needed to support the level of housing development proposed at the border.*

*The proposal for a 1,000 unit development at Arkall Farm remains a serious concern for TBC in terms of the scale of development promoted and the impact on infrastructure. This is contrary to the Lichfield Local Plan Strategy Vision which states:*

New sustainably located development, and improvements to existing communities will have a role in meeting the needs of Lichfield District and will have regard to the needs arising within Rugeley and Tamworth. Such development, coupled with associated infrastructure provision will also address improvements to education, skills, training, health and incomes, leading to reduced levels of deprivation

*The potential highway impact has not been investigated further to the BWB study that concluded that the Gungate corridor in Tamworth having a limited capacity to support no more than 700 units in the area north of Tamworth. This capacity has been absorbed by the Brown’s Lane scheme of 165 units and Anker Valley 535 units The recent recommendation for an outline approval subject to s106 (14/00516/OUTMEI) allows for 200 units with a further 100 at Arkall Farm subject to a scheme of improvement. A monitor and manage approach would potentially allow up to 1,000 units if capacity exists. TBC has consistently objected to this allocation and planning application on the basis that the existing infrastructure is unable to support this level of development. A highway scheme to provide extra capacity was considered as part of the BWB study but it was deemed to be undeliverable and unviable. TBC has encouraged a joint approach to further investigate potential mitigation options and an assessment of realistic delivery much as it did to support the allocation at Anker Valley that followed through into the adopted Local Plan. Furthermore there have been no discussions on the mechanisms to provide for infrastructure within Tamworth which would be needed to mitigate the impact of this or other allocations, for example on sport and leisure and green spaces. Given the proposed allocation is to meet Tamworth needs there have been no discussions about the provision of affordable housing within the scheme to meet Tamworth’s needs. This is contrary to the Lichfield Local Plan Strategy Core Policy 1 that states:*

Land to the North of Tamworth will assist in delivering further homes, in part, to meet the needs arising from within Tamworth's local housing market. However, the release of land to the north of the Anker Valley will be dependent on essential infrastructure being delivered at an appropriate stage.

*The Arkall Farm scheme proposes a contribution of 500 units to help to meet TBC’s unmet housing need. Given the concerns raised above it would be appropriate to consider an alternative site to meet the 500 units required for Tamworth but also the balance of the unmet need which amounts to 825 units.*

*It is stated that the 825 shortfall will be considered as part of the HMA shortfall. The units attributed to Tamworth should relate to Tamworth Borough in terms of proximity and access to services and facilities.*

*The commitment of 6.5ha of employment land to meet some of Tamworth’s unmet needs is welcomed. However, clarification is sought on the basis of this figure . The unmet need is a **minimum** of 14hectares and no joint work has taken place to confirm if 32ha is sufficient. The Employment Land Availability Assessment for LDC points to sufficient capacity to be able to meet the balance of Tamworth’s employment need. In these circumstances, a suitable site should therefore be identified and allocated.*

**Question 2**

**Do you consider that the Local Plan Allocations document meets the legal and procedural requirements?**

Yes		No	X
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Q2a Please specify the reasons below:

*The Arkall Farm proposal should be seen as a strategic matter of importance to LDC, TBC and SCC. In that regard, the duty to co-operate has not been discharged as there remains a profound evidence gap to support employment and housing land allocations as well as the LDC policy on Gypsy and Travellers and Travelling Showpeople.*

The following statement is contained in paragraph 4.6 of the Core Policy 1: The Spatial Strategy:

Following discussions falling under the Duty to Cooperate Lichfield District Council recognises that evidence is emerging to indicate that Birmingham will not be able to accommodate the whole of its new housing requirements for 2011-31 within its administrative boundary and that some provision will need to be made in adjoining areas to help meet Birmingham's needs. A similar situation applies, albeit on a lesser scale, in relation to Tamworth. Lichfield District Council will work collaboratively with Birmingham, Tamworth and other authorities and with the GBSLEP to establish, objectively, the level of long term growth through a joint commissioning of a further housing assessment and work to establish the scale and distribution of any emerging housing shortfall. In the event that the work identifies that further provision is needed in Lichfield District, an early review or partial review of the Lichfield District Local Plan will be brought forward to address this matter. Should the matter result in a small scale and more localised issue directly in relation to Tamworth then this will be dealt with through the Local Plan Allocations document.

*The early review of the plan is suggested as the vehicle to review the GBSHMA shortfall that includes Tamworth's need. Should the GBHMA shortfall transpire as Tamworth's shortfall then the Site Allocations will deal with the housing numbers. The Local Plan Strategy (2015) had delegated the Tamworth issue to the Local Plan Allocation and it is now proposed to push this back to the Local Plan Strategy. The matter is not being dealt with and should not continue to be left unresolved. The Local Plan Allocations should deal with the matter at this stage and the HMA shortfall can be addressed at the Local Plan Strategy Review.*

*Sites are being put forward at Fazeley that should be allocated to Tamworth given their proximity and the Site Allocations plan should provide a clear direction for dealing with the units that may or may not be delivered at Arkall farm with a compensatory site as well as sites to meet the proportion of the 825 units that Tamworth requires.*

*As stated in question 6, the plan does not conform to the National Planning Policy Framework.*

### Question 3

**Do you consider that the Local Plan Allocations document is positively prepared?**

Yes		No	X
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Q3a Please specify the reasons below:

*LDC has stated that it is committed to working with neighbouring authorities to help to meet shortfalls within the HMA area, Cannock Chase District Council and Tamworth Borough Council. The HMA shortfall is unclear at this time but MOU's exist with CCDC and TBC. The TBC MOU refers to 500 units and North Warwickshire District Council includes the same amount but a further 825 units will need to be planned for.*

*Whilst the Arkall Farm site has been identified to contribute 500 units to Tamworth, it is our contention that the site is not sustainable development as it fails to address infrastructure requirements within Tamworth. In this regard the proposed development is at odds with the tests of soundness as set out in the National Planning Policy Framework. Furthermore the Inspector when considering the Lichfield Local Plan Strategy considered that if the Broad Location could not deliver 1,000 units (and TBC believe it can not as there is no evidence to say that it can) then additional land could be provided through a review or the allocations document.*

*The method by which sites will be identified to deal with the HMA shortfall and the balance of Tamworth’s housing need are not clearly set out.*

*The Inspector when considering the Lichfield Local Plan Strategy considered that Tamworth’s unmet needs should be met in either Lichfield or North Warwickshire (Inspectors Report para 12).*

**Question 4**

**Do you consider that the Local Plan Allocations document is justified?**

Yes		No	
-----	--	----	--

Q4a Please specify the reasons below:

*LDC/TBC/Staffordshire County Council jointly commissioned a Transport Package Appraisal that was carried out by BWB Consulting. The findings of the appraisal concluded that without significant public investment towards infrastructure improvement, that the Gungate corridor would only be able to support the development of a total of 700 units. A number of access and highway improvements were looked at and either discounted as undeliverable or retained as part of a package of potential transport measures that would need to be funded in order to release further capacity. The study recommends and identifies further detailed work that should be undertaken to support the recommendations and conclusions within the report. This additional work should have been carried out to assess the Arkall Farm allocation.*

*There has been no investigation and evidence provided to support the proposal for 1,000 units at Arkall Farm. 165 units have already permitted in LDC at Brown’s Lane.*

*The housing allocations proposed at Fazeley should be considered to assist in meeting Tamworth’s shortfall given their proximity to Tamworth.*

**Question 5**

**Do you consider that the Local Plan Allocations document is effective?**

Yes		No	X
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Q5a Please specify the reasons below:

*There is no evidence to support the allocation of the Arkall Farm site specifically deliverability and the infrastructure impact in Tamworth*

No mechanism for affordable housing as part of meeting Tamworth's needs – for example nomination rights to TBC.

The Local Plan Allocations does not set out means of delivering infrastructure in Tamworth to support allocations in Fazeley and north of Tamworth.

A mechanism for addressing the HMA shortfall is not provided. It would be appropriate to specify an early review of the plan to address any shortfalls.

### Question 6

**Do you consider that the Local Plan Allocations document is consistent with National Planning Policy Framework?**

Yes		No	
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Q6a Please specify the reasons below:

*As stated earlier, the tests of soundness within the NPPF are not entirely met. The requirements under the Duty to Co-operate are not satisfied particularly the lack of strategic planning in relation to developments at the border of LDC and TBC. The proposals cannot be seen to be promoting sustainable development given the highway and transport issues that are mentioned above.*

*The Arkall Farm development is more aligned to Tamworth and there will need to be a requisite contribution towards infrastructure within Tamworth to serve these developments.*

**Question 7. Please set out what modification(s) you consider necessary to address your representations. You will need to say how this change will address the concerns and it would be helpful if you could put forward your suggested revised wording to any policy or text. Please be as precise as possible.**

*LDC is requested to allocate a suitable site or sites to address TBC employment land shortfall.*

*A full explanation of the basis of the 6.5ha figure and together with Tamworth and North Warwickshires confirm the unmet need figure and reflect this figure in the plan.*

*Commitment to further work to determine capacity of Arkall Farm site in conjunction with TBC and Staffordshire CC including potential infrastructure mitigation.*

*LDC identifies sites to meet TBC housing shortfall to include the 500 units at Arkall Farm if the scheme is not deliverable or the balance of the units that can be justified and are deliverable.*

*LDC commits to meeting TBC identified housing shortfall of 825 units in conjunction with North Warwickshire District Council and identifies and allocates suitable sites. LDC also specifies how many units of the 825 it will meet.*

*LDC will undertake an early review of the plan to address shortfalls arising from the Housing Market Area.*

*LDC agrees to allocate funding received from developments in Lichfield towards necessary infrastructure provision within Tamworth including provision of sports, leisure and green space*

Please note your representation should cover succinctly all the information, evidence and supporting information necessary to support/justify the representation and suggested modification, as there will not normally be a subsequent opportunity to make further representation at the publication stage.

**After this stage, further submissions will be only at the request of the Inspector, based on the matters and issues he/she identifies for examination.**

**Question 8. If your representation is seeking a modification, do you consider it necessary to participate at the oral part of the examination?**

No, I do not wish to participate at the oral examination	
Yes, I wish to participate at the oral examination	Yes

**Question 9. If you wish to participate at the oral part of the examination, please outline why you consider this to be necessary:**

To participate in matters of a strategic nature and specifically the Arkall Farm allocation.
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**Please note the Inspector will determine the most appropriate procedure to adopt to hear those who have indicated that they wish to participate at the oral part of the examination.**

**10.**

<b>Signature:</b> (Please sign the box if you are filling in a paper copy. If you are filling in an electronic copy, this box can be left blank)	
<b>Date:</b>	<b>11<sup>th</sup> May 2017</b>

**If you require this form in an alternative format please contact Spatial Policy and delivery on 01543 308192 or [developmentplans@lichfielddc.gov.uk](mailto:developmentplans@lichfielddc.gov.uk)**

**To save money please use electronic forms of communication where possible.**

## Notes to accompany Representation Form

The Local Plan will be examined by an independent inspector whose role is to assess whether the plan has been prepared in accordance with the Duty to Co-operate, legal and procedural requirements, and whether it is sound. Namely that it meets the following criteria:

**Duty to Co-operate:** The need for the Development Plan to comply with the duty to co-operate is set out in Section 110 of the Localism Act 2011. The duty requires local authorities and other public bodies to work together to address strategic planning issues.

**Positively prepared:** The Plan should be prepared based on a strategy which seeks to meet objectively assessed development and infrastructure requirements, including unmet requirements from neighbouring authorities where it is reasonable to do so and consistent with achieving sustainable development.

**Justified:** the plan should be the most appropriate strategy when considered against reasonable alternatives, based on proportionate evidence.

**Effective:** the Plan should be deliverable over its period and based on effective joint working on cross boundary strategic priorities.

**Consistent with national policy:** the plan should enable the delivery of sustainable development in accordance with the policies in the Framework (NPPF).

More representation forms are available from the District Council House reception, can be downloaded from the Council's website [www.lichfielddc.gov.uk/Allocations](http://www.lichfielddc.gov.uk/Allocations) or a paper copy can be provided by phoning 01543 308192 or emailing [developmentplans@lichfielddc.gov.uk](mailto:developmentplans@lichfielddc.gov.uk)

All responses received by 5pm on 12<sup>th</sup> May, 2017 will be considered, late responses will not be accepted under any circumstances. Individual acknowledgement of receipts will not be possible.

Please note that copies of all comments received will be made available for the public to view, including your address and therefore cannot be treated as confidential. Lichfield District Council will process your personal data in accordance with the Data Protection Act 1998. Our Privacy Notice can be viewed at [www.lichfielddc.gov.uk/Council/Privacy-notice.aspx](http://www.lichfielddc.gov.uk/Council/Privacy-notice.aspx) or contact us and for a copy to be sent to you.

Representations may be accompanied by a request to be notified at a specified email address or postal address of the following:

- The submission of the Plan for independent examination under Section 20 of the Planning and Compulsory Purchase Act 2004.
- The publication of the recommendation of the person appointed to carry out the independent examination
- The adoption of the Plan.

**DATED**

**2018**

**(1) LICHFIELD DISTRICT COUNCIL**

**and**

**(2) TAMWORTH BOROUGH COUNCIL**

**STATEMENT OF COMMON GROUND**

**THIS STATEMENT OF COMMON GROUND** is made the ..... day of ..... 2018

**BETWEEN**

1. **LICHFIELD DISTRICT COUNCIL** of Frog Lane, Lichfield, Staffordshire, WS136YU  
and
2. **TAMWORTH BOROUGH COUNCIL** of Marmion House, Lichfield Street, Tamworth, B797BZ

**WHEREAS:**

1. An application for planning permission was made to Lichfield District Council to develop land at Arkall Farm for 1,000 dwellings and was assigned planning reference: 14/00516/OUTMEI.
2. Lichfield District Council resolved at its Planning Committee to approve the application subject to the Owner entering into an Agreement under Section 106 of the Town and Country Planning Act 1990.
3. The S106 Agreement which is to be entered into simultaneously with this Agreement provides for benefits to the community including (but not limited to) Affordable Housing and Indoor Sport Provision.
4. It is necessary, by means of this Agreement, for the Councils to make provision for the apportionment of certain benefits arising under the Section 106 Agreement to ensure the development mitigates against its impact on the surrounding area.
5. The Secretary of State has convened a public inquiry to consider development at Arkall Farm, Tamworth pursuant to reference APP/K3415/V/17/3174379

**IT IS AGREED AS FOLLOWS**

**DEFINITIONS:**

- “Affordable Housing”** means housing built for use as Social Rented Housing Units and / or Intermediate Housing Units at the Development which shall comprise up to 40% of the Dwellings in a Phase in accordance with the affordable housing dynamic model of the Council at the time of submission of the Reserved Matters Application for that Phase.
- “the Council”** means Lichfield District Council
- “the Development”** means the development to be authorised by the Planning Permission
- “Lichfield”** means Lichfield District Council
- “the Parties”** means Lichfield District Council and Tamworth Borough Council
- “Registered Provider of Social Housing”** means a registered landlord as defined in Part 1 of the Housing and Regeneration Act 2008 who is registered with the regulator pursuant to Section 116 of the Act and has not been removed from the register pursuant to Section 118 or Section 119 of that Act provided that if there is no statutory definition of registered provider of social housing and is approved by the Council (such approval not to be unreasonably withheld or delayed on the application to the Council for approval)

<b>“the Section 106 Agreement”</b>	means the Agreement of even date in respect of the Development made between (1) Parker Strategic Land Limited, (2) Wilson Enterprise Limited and (3) Lichfield District Council and in favour of (4) Staffordshire County Council.
<b>“the Site”</b>	means the area covered by the Development shown for illustrative purposes only on the Plan annexed
<b>“Tamworth Sports Hall Contribution”</b>	means sum to be paid by the Owner to the Council on behalf of Tamworth Borough Council for the provision of sports hall facilities to serve the Development in Tamworth
<b>“Tamworth Swimming Pool Contribution”</b>	means sum to be paid by the Owner to the Council on behalf of Tamworth Borough Council for the provision of swimming pool facilities to serve the Development in Tamworth
<b>“Tamworth 3G Grass Pitches Contribution”</b>	means sum to be paid by the Owner to the Council on behalf of Tamworth Borough Council for the provision of artificial grass sports pitch facilities to serve the Development in Tamworth

## **1. INDOOR SPORT PROVISION**

### **Background**

- 1.1. A consideration for the public inquiry is the provision of an Indoor Sport contribution and Tamworth Borough Council’s request for monies associated with this contribution.
- 1.2. Lichfield District Council adopted its Community Infrastructure Levy (CIL) on Tuesday 19 April 2016. The adopted Regulation 123, in relation to indoor sport states *“CIL funds may be spent on improving indoor sports provision to service Lichfield City and its hinterland as set out in the Swimming Pool and Sports Hall Feasibility Study 2013.”*
- 1.3. Prior to the Pre- Inquiry Meeting (6 November 2017) associated with this Inquiry the Council signed up to a Statement of Common Ground which stated that the development is CIL liable and *“TBC are entitled to apply to LDC for CIL monies to be directed to facilities and projects within TBC, inclusive of Indoor Sport.”*
- 1.4. Subsequent to this meeting and in light of legal advice sought by Tamworth Borough Council, as set out in Section 6 of Ashley Baldwin’s Proof of Evidence (Reference: LPA/3/A paragraphs 6.24 – 6.32). Lichfield have sought to redact this sentence as Tamworth Borough Council would not be able to apply for CIL monies associated with indoor sport to be spent in their Borough.

### **The Parties Agree as Follows**

- 1.5. Having reflected on the sums provided by Tamworth outlined in Matthew Bowers Proof of Evidence (Reference: TAM/3/A), Lichfield recognise that there is a need generated for indoor sport from the development. As outlined in Paragraph 1.4 above, it is agreed that this need should be met through the provision of a Section 106 Agreement.
- 1.6. With regards to Lichfield, in light of the Council’s adopted Regulation 123 list and the emphasis on delivery of indoor sports provision in Lichfield City, the Council does not



consider a contribution should be made towards Rawletts Leisure Centre and there are no alternative schemes available (outside of the City and its hinterland).

1.7 Tamworth have requested the following contributions for indoor sport:

- £376,364 towards sports halls;
- £411,619 towards swimming pools;
- £63,186 towards 3G artificial grass pitches (£57,104 if sand)

1.8 The Sport England Sports Facilities Calculator has been used to determine the contribution towards sports and leisure facilities within Tamworth on the basis of the development being delivered at Arkall Farm.

1.9 The Parties consider it is a matter for the Inspector to consider the compliance of the need for an Indoor Sport contribution in with Regulation 122 compliance.

## **2. AFFORDABLE HOUSING PROVISION**

2.1 Affordable housing nominations rights are to be split 60:40 between Tamworth Borough Council and Lichfield District Council.

2.2 Lichfield will be responsible for the initial approval of the Registered Provider of Social Housing under the S106 Agreement.

2.3 Lichfield's approval will be notified to Tamworth in writing (addressed to the Strategic Housing Manager).

2.4 Any dispute or difference in the appointment of the Registered Provider of Social Housing for the Development will be resolved by discussions between Lichfield's Director of Housing and Tamworth's Head of Planning and Regeneration or if those discussions do not result in a settlement acceptable to both parties by the [Investment Manager of the Homes and Communities Agency] after referral to him by either Council for decision.

2.5 It is agreed that the Social Rented Units allocated to Lichfield will be allocated in accordance with Lichfield District Councils allocation policy and process and Social Rented Units allocated to Tamworth will be allocated through Tamworth Borough Council's internal allocation process.

Councillor Daniel Cook  
Leader, Tamworth Borough Council

Conservative Councillor  
Trinity Ward

07528 630004  
[daniel-cook@tamworth.gov.uk](mailto:daniel-cook@tamworth.gov.uk)

Dear Councillor

**RE: Infrastructure to Support Growth.**

Firstly I hope this communication finds you in good health.

This letter is signed and sent on behalf of all 30 Councillors on Tamworth Borough Council (TBC) of all sides of the political spectrum in the hopes of further igniting conversations in regards the delivery of housing growth in and around the Borough of Tamworth.

Tamworth as you will be aware in a market town on the Southern end of Staffordshire. We are 4 miles by 6 miles (11 Sq miles) with around 77,100 residents and around 32,000 homes. Due to the nature of our land constraints once our last three strategic housing sites are complete (The old Golf Course, Dunstall Lane and Anker Valley) it is highly unlikely Tamworth can continue to build homes to the levels we have historically since the Birmingham overspill of the 1970's and 80's.

Tamworth is still pro-housing growth and as a place continues to grow and requires growth to meet the needs of our population. Therefore under the "Duty to Co-operate" set out in the NPPF (National Planning Policy Framework) we have asked Lichfield District Council (LDC) and North Warwickshire Borough Council (NWBC) to help provide for some of our future housing needs. We are also aware the LDC and NWBC have a requirement to help meet these needs for Birmingham and Coventry as well.

We are grateful for your undertakings in the regards of covering some of our housing need thus far, even if historically we have disagreed with location. This brings us to the crux of this letter, as stated above we currently have around 32,000 dwellings but if you see the map of possible housing development enclosed you will note that there is potential for another 10,000 homes to be built over the next decade either on our border or within a few miles of our border. Basically, the footprint of Tamworth would increase in regards homes by around a third. Yet TBC has little say in this at present.

The issue we see presented is that we need to be collectively better across borders and in the two-tier system in ensuring that the infrastructure required matches the development plans. As I am sure you are aware we have historically objected to LDC and NWBC Local Plans, we wish to be able to support them in development of their Local Plans rather than oppose. The Leader of Tamworth has written to both District and County Councils across both sides of our border in the hope of further "Duty to Co-operate" working to resolve some of the issues.



Marmion House,  
Lichfield Street,  
Tamworth,  
Staffs B79 7BZ.

Enquiries: 01827 709709  
Facsimile: 01827 709271  
[www.tamworth.gov.uk](http://www.tamworth.gov.uk)

The problem we face long term is that while planning applications in the main are treated on their own merits we miss the bigger holistic consequences. If we continue to look at each site in isolation we will eventually see 10,000 new homes around Tamworth without the joined up thinking of the bigger infrastructure issues, certainly around the road network. The Ashby Road corridor in the North of Tamworth, the B5000 to the East and the A5 / M42 to the South are already at capacity. Should we add 10,000 homes over the decade we need to collectively plan to ensure the infrastructure can meet this need? Not one site at a time, but to infrastructure plan to meet the whole of the projected growth.

We have a role as local elected members in place shaping both our own area and the wider region. We hope that the meetings between Leaders and Cabinet members that are due to take place soon can be positive and see the whole picture. We are still pro-housing, but it must be done correctly and be sustainable for future generations in the region.

Thank you for this opportunity to set out one of the biggest strategic issues facing Tamworth.

Signed.



Cllr Robert Bilcliff  
Stonydelph Councillor, UKIP



Cllr Alice Bishop  
Glascote Councillor, Labour



Cllr John Chesworth,  
Spital Councillor, Conservative



Cllr Steve Claymore,  
Castle Councillor, Conservative



Cllr Tina Clements,  
Wilnecote Councillor, Conservative



Cllr Daniel Cook,  
Trinity Councillor, Conservative  
Leader of the Council



Cllr Chris Cooke,  
Glascote Councillor, Independent



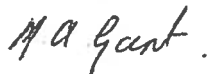
Cllr Steve Doyle,  
Stonydelph Councillor, Conservative



Cllr John Faulkner,  
Bolehall Councillor, Labour



Cllr Richard Ford,  
Belgrave Councillor, Conservative



Cllr Maureen Gant,  
Spital Councillor, Conservative



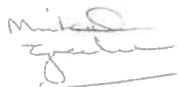
Cllr Joy Goodall,  
Belgrave Councillor, Conservative



Cllr Simon Goodall,  
Belgrave Councillor, Conservative




Cllr Andrew James,  
Mercian Councillor, Conservative




Cllr Michael Greatorex,  
Mercian Councillor, Conservative



Cllr Richard Kingstone,  
Mercian Councillor, Conservative



Cllr Allan Lunn,  
Castle Councillor, Conservative



Cllr Tony Madge,  
Stonydelph Councillor, Independent  
Leader of the Independent Group.




Cllr Ken Norchi,  
Bolehall Councillor, Labour



Cllr Jeremy Oates,  
Trinity Councillor, Conservative



Cllr Michael Oates,  
Trinity Councillor, Conservative



Cllr Simon Peaple,  
Glascote Councillor, Labour  
Leader of the Opposition.



Cllr Sheree Peaple,  
Bolehall Councillor, Labour



Cllr Tom Peaple,  
Amington Councillor, Labour



Cllr Robert Pritchard,  
Spital Councillor, Conservative



Cllr Roy Rogers,  
Wilnecote Councillor, Conservative



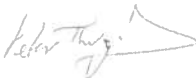
Cllr Patrick Standen,  
Wilnecote Councillor, Labour



Cllr Martin Summers,  
Amington Councillor, Conservative



Cllr Michelle Thurgood,  
Amington Councillor, Conservative



Cllr Peter Thurgood,  
Castle Councillor, Conservative

18 April 2018

Our Ref: MW/DC

CLlr D Cook  
Tamworth Borough Council  
Marmion House  
Lichfield Street  
Tamworth  
Staffordshire  
B79 7BZ

Dear Danny,

Thank you for your letter dated 14<sup>th</sup> March 2018 regarding strategic planning issues, the contents of which are noted.

We share your concerns about the need to manage and control development across our district, particularly in light of the recent decision by Secretary of State which went against our sound, adopted development plan and of the growing pressure for taking additional housing growth from the Greater Birmingham Housing Market Area (the GBHMA GL Hearn report). We are all at risk of speculative development which there seems to be a presumption in favour of, irrespective of infrastructure provision or adopted plans.

Following your letter last summer on this issue our CE's and lead officers exchanged correspondence and then met to agree a mutually acceptable way forward. This was predicated on ensuring strong cross border collaboration and that County too must play their role particularly in respect of the provision of infrastructure.

In practical terms this has meant that some of the objections to our Allocations document have been withdrawn and we have been working together on a brief as you have stated. All positive steps forward.

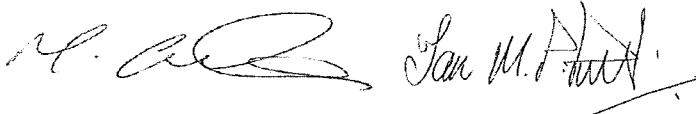
We are about to start work on our Local Plan revision and as such we will very much want to be working collaboratively with all our neighbours to ensure that plan is sound, sustainable and



deliverable. We will have to consider as part of this process how we accommodate growth from Cannock, Tamworth and the GBHMA as part of this process and cannot of course do this in isolation. Whether a statutory requirement or not, a Statement of Common ground will be of great benefit as we totally agree that we must work together on areas of mutual concern, particularly cross-boundary planning and development matters – from the formulation of policy through to implementation and the delivery of necessary infrastructure. None of us want a situation where for whatever reason neighbours feel the need object to plans or proposals which can lead to the undermining of activity intended to meet identified needs and in doing so causes ill-feeling, tensions and a lack of trust on all sides. Collectively, we should be bigger than that and strive to ensure that this does not happen and if there are issues then we deal with them in an appropriate manner, before any position escalates. Officers of both our Council's and North Warwickshire have been working closely together under the Duty to Cooperate to address issues arising out of our individual Local Plans, both existing and those planned to be prepared in due course. I am satisfied that there is a shared commitment and desire to progress this work to support policy and ultimately delivery. This work is on-going and in line with the draft NPPF will very likely result in joint studies and a statement of common ground being developed. I can confirm that my Council is happy then to support your suggested actions in this respect, including giving consideration to future growth options which would assist in meeting needs arising across administrative boundaries. Here, I must stress how important it is that the County Council's play their part and in particular have the capacity to support our shared intentions. In respect of an agreed approach to handling planning applications which have cross-boundary implications, again I am happy to support this. I look forward to seeing our officers progress this to the point where something suitable can be agreed.

Finally it should be clearly understood that my Council has always sought to positively address the development needs of both Lichfield and its neighbours. This is not only good planning but also shows a commitment to joint working and understanding the relationships that exist across administrative boundaries. We have included policies and proposals in our Local Plan to help meet in part your Council and Cannock's housing needs and are looking to do the same at the next stage of our Local Plan as well as considering similar employment needs. This needs to be recognised and acknowledged. That said we can all work better and smarter to meet our communities needs and hopefully your proposals will assist us in achieving this.

Yours sincerely



Mike Wilcox  
Leader of the Council

Ian Pritchard  
Deputy Leader of the Council





Dated 21<sup>st</sup> November 2016

**STAFFORDSHIRE COUNTY COUNCIL**  
and  
**CANNOCK CHASE DISTRICT COUNCIL**  
and  
**LICHFIELD DISTRICT COUNCIL**  
and  
**SOUTH STAFFORDSHIRE DISTRICT COUNCIL**  
and  
**STAFFORD BOROUGH COUNCIL**

**AGREEMENT**

**For the Management and Governance of  
Cannock Chase Area of Outstanding Natural Beauty**

**John Tradewell**  
**Director of Strategy, Governance and Change**  
**1 Staffordshire Place**  
**Tipping Street**  
**Staffordshire County Council**  
**ST16 2DH**

**AN AGREEMENT** made as a deed the 21<sup>st</sup> day of November  
Two thousand and sixteen **BETWEEN STAFFORDSHIRE COUNTY COUNCIL** of 1  
Staffordshire Place, Tipping Street, Stafford ST16 2DH of the first part **CANNOCK  
CHASE DISTRICT COUNCIL** of Civic Centre Beecroft Road Cannock of the second  
part ("CCDC") **LICHFIELD DISTRICT COUNCIL** of District Council House Frog Lane  
Lichfield of the third part ("LDC") **SOUTH STAFFORDSHIRE DISTRICT COUNCIL**  
of the Council Offices Codsall of the fourth part ("SSDC") and **STAFFORD BOROUGH  
COUNCIL** of Civic Offices Riverside of the fifth part ("SBC") (jointly and severally "the  
Authorities")

## **WHEREAS**

- (1) By an agreement dated 10 December 2003 ("the Original Agreement") the Authorities established a Joint Committee of the Authorities with the aims powers functions objectives referred to in the Original Agreement.
- (2) The Authorities now wish to terminate the Original Agreement and operate the Joint Committee from the termination of the Original Agreement with the aims powers functions objectives and duties referred to in this Agreement
- (3) The Authorities have agreed to enter into this Agreement to give effect to those wishes

## **1. INTERPRETATION**

- 1.1 Expressions in the left hand column of the interpretation table below shall be construed in accordance with the right hand column

<b>Interpretation Table</b>	
Joint Committee	the Cannock Chase AONB Joint Committee
Commencement Date	21 <sup>st</sup> November 2016
Objectives	the objectives of the Joint Committee as set out in paragraph 3.2 to this Agreement
Functions	the functions of the Joint Committee as set out in paragraph 3.3 to this Agreement.
Standing Orders	the standing orders of the Joint Committee set out in Appendix 1 to this Agreement
Budget	the Core Budget and the Project Budget of the Joint Committee in any year
Core Budget	the budget (including Overheads) relating to expenditure on Core Functions in any year
Core Functions	those Functions which are potentially eligible from time to time for the highest prevailing rate of grant payable by Defra
Non-Core Functions	those of the Functions which either are eligible from time to time for a maximum rate of grant which is lower than the maximum rate potentially applicable to Core Functions or which are not potentially eligible for the payment by Defra of any grant.

Overheads	the employee costs (including on costs) and the costs of administration, insurance, training, premises, transport, supplies, publications, consumables and recharges of the AONB Unit; and the costs (direct and indirect) associated with the management operation and administration of the Joint Committee, and the Associated Bodies.
Action Plan	an annual plan of action approved by the Joint Committee of projects, schemes and actions to be undertaken by the Joint Committee, any Authority or any Partner to implement the strategy and policies of the Management Plan
Annual Report	the annual report of the Joint Committee
Officers Working Group	the Cannock Chase AONB Officers Working Group having the role and functions described in Section 4 and in Appendix 5.
CROW Act	the Countryside and Rights of Way Act 2000
AONB	an area designated as an area of outstanding natural beauty under Section 82 of the CROW Act
Cannock Chase AONB	the Cannock Chase Area of Outstanding Natural Beauty
Management Plan	The AONB management plan for the Cannock Chase AONB either prepared and published or reviewed, adopted and published by the Joint Committee under Section 89 of the CROW Act

AONB Unit	the team of officers employed by the Lead Authority and having the role and functions described in Section 5.
Lead Authority	Staffordshire County Council or as determined under paragraph 9.6.
AONB Officer	The officer appointed as head of the AONB Unit
Project Budget	The aggregate budget (inclusive of external funding) available to the Joint Committee or to any Authority or Partner in any year for the purpose of carrying into effect the Action Plan.
Partner	Any body, organisation or person contributing to the achievement of the aims of the AONB Partnership
AONB Annual Conference	An annual conference on AONB activities and issues having the terms of reference and constitution set out in Appendix 6
Task and Finish Groups	Any group of Partners (among others) tasked by the Officers Working Group to provide it with specialist advice on any specified topic relating to the exercise of the functions and the attainment of the objectives and having terms of reference and a constitution based on the framework set out in Appendix 4
Associated Bodies	The AONB Annual Conference, any Task and Finish groups and the Officers' Working Group.
Annual Contribution	The contribution payable by each Authority towards the Core Budget as determined under paragraph 8.3.

Core Grant	The grant payable by Defra in any year towards expenditure on Core Functions
Non-Core Grant	The grant payable by Defra in any year towards expenditure on Non-Core Functions and the Action Plan.

- 1.2 Except where the contrary intention appears, references in this Agreement to the singular shall include the plural and vice versa and references to the masculine gender shall be taken as meaning both masculine and feminine genders.
- 1.3 References to sections are to the sections 1 - 20 of this Agreement, references to paragraphs are to paragraphs within those sections and references to appendices are to the Appendices 1 - 7 of this Agreement
- 1.4 References to “year” and “years” are to the financial year or years of the Authorities commencing on 1 April in any year and finishing on 31 March in the following year. The last year shall however end on the date upon which this Agreement terminates.
- 1.5 This Agreement shall have effect from the Commencement Date and shall continue in force in accordance with the provisions of Section 11. The Original Agreement shall terminate on the Commencement Date.

## **2. THE JOINT COMMITTEE**

- 2.1 The Authorities, in exercise of their powers under Sections 101, 102 and 111 of the Local Government Act 1972, Section 20 of the Local Government Act 2000, Section 37 of the Countryside Act 1968, Sections 85, 89 and 90 of the CROW Act and all other enabling powers, establish and agree fully to participate in the Joint Committee in order to achieve the Objectives through the Functions and, subject to Section 10, to encourage the Authorities collectively and individually to provide or procure sufficient resources to realise the Objectives.
- 2.2 The Joint Committee shall be constituted and conduct its business in accordance with the Standing Orders.

2.3 The Joint Committee shall comprise the following membership:

2.3.1 The Lead Authority will appoint one member being a County Councillor who is a member of the Lead Authority's Executive.

2.3.2 Each Authority other than the Lead Authority will appoint one member being a Councillor of that Authority who is (from the date on which that Authority begin to operate Executive arrangements under the Local Government Act 2000) a member of that Authority's Executive.

2.3.3 Each Authority may nominate to the Secretary to the Joint Committee a substitute for the Councillor appointed under paragraph 2.3.1 or 2.3.2 (as the case may be). Each such substitute must be a Councillor who is eligible to be a voting member of the Joint Committee. Such substitute may also attend meetings of the Joint Committee as observer in a non-voting capacity.

2.3.4 The Joint Committee shall invite additional partners to act as advisers in a non-voting capacity, to advise and influence directly.

2.3.5 The Joint Committee may invite, change or amend advisers as appropriate.

Suggested co-opted members:

Natural England

Forestry Commission

Forestry Enterprise

Friends of Cannock Chase

Historic England

Staffordshire Wildlife Trust

Private Landowners (NFU/CLA, Quarry operators)

RSPB

National Trust

Parish Councils representative (2 seats)

Local Access Forum and/ or representative from recreational user groups  
LEP and/or Destination Management Partnership  
Business (tourism)

2.4 The Joint Committee may from time to time approve the Joint Committee's Financial Regulations and Contract Standing Orders applicable to the discharge of the Objectives and Functions but pending adoption by the Joint Committee of such Financial Regulations and Contract Standing Orders the Financial Regulations and Contract Standing Orders of the Lead Authority shall apply.

### **3. OBJECTIVES AND FUNCTIONS OF THE JOINT COMMITTEE**

3.1 The Authorities constitute the Joint Committee for the purpose of acting jointly to exercise and discharge the Functions and, subject to the Budget approved in accordance with Section 8, to attain and realise the Objectives.

3.2 The Objectives of the Joint Committee are:-

3.2.1 to seek to ensure that the natural beauty of the AONB is conserved and enhanced.

3.2.2 to sustain and enhance the conservation value of the AONB.

3.2.3 through consultation with the Authorities, with Partners and the general public, to promote wider public understanding of the purposes for which the AONB was designated.

3.2.4 to seek, by influencing the Authorities, Partners and other bodies and organisations, to achieve a synergy between existing and future activities within the AONB and the purposes for which the AONB was designated.

3.2.5 to seek to ensure that the parts of the AONB to which the public has rights of access are accessible and, as appropriate, to achieve wider access to the AONB by actual or virtual means.



- 3.2.6 to promote the sharing of good practice and consistency of approach towards the AONB
  - 3.2.7 to have due regard to the needs of agriculture and forestry and to the economic and social interests of rural areas
  - 3.2.8 to seek to ensure that the Functions are so exercised as to attract the maximum available funding from Defra and from other external funding sources consistent with the attainment of the other Objectives set out above
- 3.3 The Functions of the Joint Committee in relation to the Objectives are:-
- 3.3.1 after appropriate consultation , to prepare and publish the Management Plan or to review, adopt and publish the Management Plan
  - 3.3.2 after consultation with the Authorities, to produce and approve an Action Plan for the purpose of achieving the objectives of the Management Plan
  - 3.3.3 to monitor the implementation of the Management Plan and of the Action Plan by means (without limitation) of the Annual Report and to make recommendations to all or any of the Authorities and the Partners as to their implementation
  - 3.3.4 to administer and undertake the Core Functions within the Core Budget and to carry out undertake procure or implement the non-Core Functions and the Action Plan in accordance with the provisions of this Agreement and within the Project Budget
  - 3.3.5 to undertake the periodic review of any published Management Plan and to consider and make representations upon any matter relating to the Objectives and the Functions

- 3.3.6 through the Annual Report and by such other means as the Joint Committee think fit to publicise the Management Plan to the Authorities, Partners and the general public
  - 3.3.7 to consider and make representations on Development Plan Policies and proposals and proposals for development affecting Cannock Chase AONB.
  - 3.3.8 regularly to review and scrutinise the decisions and actions taken by the Officer's Working Group
  - 3.3.9 to undertake such public and other consultation as the Joint Committee shall consider desirable or necessary in relation to the achievement of the Objectives and to collate and share with the Authorities, Partners and others the results of such consultation
  - 3.3.10 to carry out, procure or promote any activities or matters which are incidental or ancillary to the exercise of the Functions and which the Joint Committee deem to be of benefit to Cannock Chase AONB
- 3.4 Subject to paragraph 3.5 below the Joint Committee will have delegated powers from the Authorities to expend the Budget and to implement or procure the implementation of the Action Plan for that year previously approved by the Joint Committee subject to the financial and resources implications of those decisions being contained within the Budget for the then current financial year or within the approved budgets of the Authorities.
- 3.5 The Joint Committee shall refer to the Authorities any matter which falls outside the Joint Committee's delegated powers or which the Joint Committee consider for any reason should properly be decided by the Authorities and not by the Joint Committee.
- 3.6 The Joint Committee shall not have power to borrow.

3.7 Subject to paragraphs 3.4 and 3.5 above the Authorities also empower the Joint Committee to arrange for the discharge of the Functions by the Officer's Working Group and the AONB Unit as herein set out and Subsection 2 of Section 101 of the Local Government Act 1972 shall apply in relation to the Functions as it applies in relation to the functions of the Authorities.

3.8 The Joint Committee shall appoint the Secretary to the Joint Committee and the Treasurer to the Joint Committee. The Secretary to the Joint Committee shall be the Head of the Paid Service of the Lead Authority or such other officer of the Lead Authority as he may nominate. The Treasurer to the Joint Committee shall be the Section 151 officer of the Lead Authority or such other officer as he may nominate. The Secretary and the Treasurer shall have respectively the functions powers and duties set out in Appendix 2. Clerk services to the Joint Committee, including preparation and distribution of agendas, papers and minutes, shall be provided by the AONB Unit.

3.9 The Joint Committee shall not employ any employees.

#### **4. OFFICERS' WORKING GROUP**

4.1 The Authorities will establish the Officers' Working Group which shall comprise one nominated voting officer representative of each Authority. The Secretary to the Joint Committee and the Treasurer to the Joint Committee or their respective nominees shall be entitled to attend any meeting of the Officers' Working Group and to speak (but not vote) on any item of business.

4.2 The officer of each Authority nominated to serve as its voting officer representative on the Officers' Working Group shall be a senior officer of that authority having responsibility at officer level for, or close senior level involvement in, the AONB.

4.3 Each officer nominated under paragraph 4.1 shall be entitled to attend, but not to vote at, meetings of the Joint Committee.

- 4.4 If the officer nominated under paragraph 4.1 is unable to attend a meeting of the Joint Committee or the Officers' Working Group, the Authority which nominated the officer may nominate an appropriate representative who shall have the like rights to vote as the officer for whom he is substitute. The nomination of such officer shall be made to the Chair of the Officers' Working Group either prior to or at the meeting.
- 4.5 The Officers' Working Group shall co-opt as advisers any nominee who shall be entitled to attend any meeting of the Officers' Working Group and to speak (but not to vote) on any item of business. The Officers' Working Group may co-opt other officers of the Authorities and any Partner (whether in an individual or a representative capacity) from time to time, who shall be entitled to attend any meeting of the Officers' Working Group during their co-option and to speak (but not to vote) on any item of business.
- 4.6 The Officers' Working Group will report to and be accountable to the Joint Committee.
- 4.7 The functions of the Officers' Working Group will be as set out in Appendix 5 and:-
- 4.7.1 to consider and recommend to the Joint Committee the strategic direction of the Management Plan, promote the Objectives of the Joint Committee and to develop policies for those purposes and to make recommendations to the Joint Committee.
- 4.7.2 to consider the recommendations proposed by the AONB Unit and to make recommendations to the Joint Committee where the AONB Units' proposals are outside the powers delegated to the Officers' Working Group.
- 4.7.3 to make recommendations to the Joint Committee about the Action Plan in the year in question
- 4.7.4 to make recommendations to the Joint Committee about the Budget and on proposals for joint commissioning, joint ventures and the establishment of partnership agreements and service level agreements relating to the attainment of the Objectives.

4.7.5 to support in all practicable respects the promotion of the Management Plan and the Action Plan and the attainment of the Objectives.

4.7.6 to co-ordinate and oversee implementation of the Management Plan and Action Plan

4.7.7 to consider and advise the Joint Committee on Development Plan policies and proposals and proposals for development affecting Cannock Chase AONB.

4.8 The Officers' Working Group will have delegated powers from the Joint Committee to implement the decisions of the Joint Committee taken under the powers delegated to the Joint Committee subject in all cases to

- (i) any decisions involving expenditure being within the Budget
- (ii) any matters of implementation which the Officers' Working Group consider would involve controversial or contentious decisions being first referred to the Joint Committee (who may themselves decide the matter)
- (iii) reference to the Joint Committee prior to implementation of any proposals for significant change in the Action Plan previously approved by the Joint Committee for that year.

4.9 The Officers' Working Group shall comply with the Joint Committee's Standing Orders and Financial Regulations.

4.10 The Officers' Working Group may establish any Task and Finish Group to assist it in carrying out its functions.

## **5. AONB UNIT**

5.1 The AONB Unit will report to and be accountable to the Joint Committee and the Officers' Working Group

- 5.2 The AONB Unit will prepare an annual work programme/service plan to be agreed with Officers' Working Group and the Joint Committee.
- 5.3 The AONB Unit will:-
- 5.3.1 prepare the Management Plan and Action Plan for consideration, and make recommendations on them
  - 5.3.2 co-ordinate, advise and support the Partnership on the delivery of the Management Plan including delivering projects identified in the service plan which support Management / Action Plan delivery
  - 5.3.3 monitor and co-ordinate the delivery of the Management Plan and Action Plan and evaluate and report on the outcomes and effectiveness
  - 5.3.4 seek additional funding from all sources to assist the delivery of the Objectives and the Action Plan
  - 5.3.5 provide planning and related advice to the Joint Committee on Development Plan policies and proposals and on proposals for development affecting Cannock Chase AONB.
  - 5.3.6 provide regular updates and reports to the Joint Committee and Officers Working Group as required
  - 5.3.7 provide clerk services to the Joint Committee, including the preparation and distribution of agendas, papers and minutes.
- 5.4 The members of the AONB Unit shall be employees of the Lead Authority and accordingly their terms and conditions of service shall be those of the Lead Authority.
- 5.5 All members of the AONB Unit shall comply with the Joint Committee's Standing Orders and Financial Regulations.

5.6 The AONB Officer shall have the following delegated powers -

- (a) To implement the decisions of the Officers' Working Group where acting under the powers delegated to the Officers' Working Group
- (b) To take decisions on the day to day activities of the AONB Unit within its terms of reference set out in paragraph 5.2 and 5.3.
- (c) To manage the AONB Unit in the delivery and performance of the terms of reference in paragraphs 5.2 and 5.3.
- (d) When authorised by the Joint Committee, to represent the Joint Committee in respect of matters on which the Joint Committee has decided to make representations under paragraph 3.3.7.

5.7 Other support services for the Joint Committee shall include the provision of financial, legal and administrative services and such support services to the Joint Committee (to the extent that they are not provided by the Officers' Working Group) shall be provided by the Lead Authority. The cost of the provision of these services shall be allowed for in the Core Budget.

5.8 The AONB unit will provide the secretariat for any of the Partnership meetings as required

## **6. DELIVERY ARRANGEMENTS**

6.1 The delivery structure roles and responsibilities detailed at Appendix 1 are indicative of the delivery arrangements the Authorities wish to implement but do not prevail over the specific provisions and/or delegations set out in this Agreement.

## **7. CONTRACTS**

7.1 Every contract for the execution of work for or the supply of goods or services to the Joint Committee and the procedures relating thereto shall comply in all respects with the Financial Regulations and Contract Standing Orders of the Joint Committee (if any have been adopted by the Joint Committee) but in any other case shall comply with the Contract Standing Orders or Financial Regulations of the Lead Authority.

## **8. FINANCIAL**

8.1 Subject to the provisions of this Section 8, all expenditure incurred by the Joint Committee each year in attaining the Objectives and discharging the Functions will, having regard to the nature of the expenditure in question, be met from the Core Budget or the Project Budget.

8.2 The Core Budget will be funded from Core Grant and the Annual Contribution of each Authority

### **8.3 Core Budget**

8.3.1 In each year the Core Budget shall be such amount as the Joint Committee, having considered the views of each Authority following consultation under paragraph 8.7.3 and taken into account the Core Grant for the year in question, shall decide is necessary to meet the estimated cost of undertaking the Core Functions. In order to obtain Core Grant at the highest prevailing rate, the product of the Annual Contributions of each Authority in each year must not fall below the amount contributed by each authority in 2001/2002 plus annual indexation of such amount calculated in accordance with the formula for Core Budget indexation in Appendix 3.

8.3.2 The Core Budget (net of any Core Grant) shall be shared between the Authorities in the following shares (SCC 50%, SBC 20%, LDC 5%, CCDC 20%, SSDC 5%) and the product shall be the Annual Contribution of each of each Authority.

8.3.3 The Joint Committee shall (save in exceptional circumstances) consider the proposed Budget and notify each Authority of its required Annual Contribution for the following year. Each Authority shall confirm whether it can meet its Annual Contribution for the following financial year at the December meeting of the Joint Committee.



8.3.4 Throughout the duration of this Agreement each Authority will aim, unless the Annual Contribution notified under paragraph 8.3.3 is a lesser sum, to maintain its Annual Contribution at the same level.

#### **8.4 Project Budget**

8.4.1 The Project Budget will relate to those projects within the Action Plan for the implementation of which the Joint Committee will be responsible in any year.

8.4.2 Each Authority or Partner (as the case may be) will have primary responsibility for procuring the funding for any project within the Action Plan which it has agreed to promote and implement.

8.4.3 The Joint Committee, the Officers' Working Group and the AONB Unit will assist any Authority or Partner in its efforts to procure external funding for any project in the Action Plan that is identified as a priority

8.4.4 The Joint Committee shall determine the priority of those projects within the Action Plan to be funded from the Project Budget in any year.

#### **8.5 Budget Planning**

8.5.1 The Joint Committee, when considering the proposed Budget for the following year, will consider a financial forecast of its anticipated budgetary requirements for the subsequent two financial years.

#### **8.6 Capital Expenditure**

8.6.1 The Joint Committee may incur expenditure in respect of items which must or, in the Joint Committee's discretion, may properly be determined as capital expenditure in accordance with the requirements from time to time of the Local Government Act 2003 and Regulations made thereunder

## 8.7 Administration of the Budget

- 8.7.1 Subject to the preceding paragraphs of this section 8, the proposed Budget for each year of this Agreement shall be prepared by the Treasurer to the Joint Committee.
- 8.7.2 The proposed Budget shall be considered by the Joint Committee at the earliest practicable date in the year preceding the year to which the Budget relates.
- 8.7.3 The Joint Committee will not approve a higher Budget in any year than that on which each Authority has been consulted unless any increase in the approved Budget is wholly attributable to an increase in Core Grant, Non-Core Grant or other external funding.
- 8.7.4 The Budget for 2016/17 at the Commencement Date is the total cost set out in Appendix 3.
- 8.7.5 A scheme of management for the establishment of a reserve is set out at Appendix 7. The scheme provides a facility to carry forward into the next year any underspend of the Budget but requires firstly that (unless otherwise stipulated as a condition of Core Grant or Non-Core Grant funding or other external funding) that the funding of any overspend of the Budget is met in any year by transfer from the reserve. If the reserve is insufficient to meet the overspend in any year, then unless the Authorities agree to provide an additional sum to fund the deficit in accordance with their respective shares, the Joint Committee will make any necessary adjustment in the Budget for the following year.

## 8.8 Payments

- 8.8.1 Any payment due from an Authority to the Joint Committee in any year in respect of the Annual Contribution shall be made on 1 April based on the amount of the Annual Contribution determined under paragraph 8.3.2. The invoice will be in official form and will meet Customs and Excise VAT requirements.
- 8.8.2 All sums payable by any Authority pursuant to this Agreement are exclusive of VAT. Each Authority shall pay any VAT properly chargeable on any supply made under this Agreement
- 8.8.3 The amount of any payment due from the Joint Committee to an Authority or from an Authority to the Joint Committee may not be set off against any other payment due from an Authority to the Joint Committee or from the Joint Committee to an Authority (as the case may be).

## 8.9 Records

- 8.9.1. The Treasurer to the Joint Committee will be responsible for keeping records of income and expenditure relating to the expenditure of the Joint Committee on Core Functions and Non-Core Functions and will produce as necessary but not less than twice yearly monitoring reports to the Joint Committee. The Treasurer or other financial officer of each other Authority will provide any necessary financial information for this purpose. The Treasurer to the Joint Committee will prepare and submit for the approval of the Joint Committee final closure accounts by not later than 30 May in the year following the year to which the accounts relate.
- 8.9.2 The accounts of the Joint Committee will be included in the accounts of each Authority for audit purposes.

## 8.10 Mutual Understanding

The Authorities agree that this Agreement may give rise to situations in which one or more of the Authorities may invest in or take part in a particular project or projects within the Action Plan for a year the costs of which are not being shared with or contributed to by other of the Authorities (each "a Non-contributing Authority").

## 9. LEAD AUTHORITY

9.1 Staffordshire County Council is appointed from the date of this Agreement as the Lead Authority for the purposes mentioned in paragraphs 9.3 to 9.11 below.

9.2 The role of the Lead Authority shall be exercised subject to the approval of the Joint Committee and shall be as follows:-

9.2.1 to undertake the duties and responsibilities of the Lead Authority referred to in the Agreement

9.2.2 to act on behalf of the Joint Committee when this achieves Best Value or adds value to the attainment of the Objectives or the performance of the Functions or when it is necessary or desirable to do so in order to attract or secure external funding or other resources from outside the Authorities and/or;

9.2.3 to make and provide all appropriate banking accounting and audit arrangements and services required for the due and proper receipt, holding and application of the Joint Committee's funds and/or;

9.2.4 to be the legal point of contract with suppliers for all joint procurements and/or;

9.2.5 subject to paragraph 5.7, to provide such administrative resources (in addition to those of the AONB Unit) as shall be reasonably necessary to enable the Joint Committee to discharge their respective roles, duties and functions and which are not otherwise provided for under this Agreement

9.3 Each of the other Authorities shall (and hereby duly undertake with the Lead Authority to) indemnify the Lead Authority against and/or contribute and pay in equal shares all or any liabilities claims costs and/or expenses of or reasonably incurred by the Lead Authority in or in connection with or in the course of or as a result of:-

9.3.1 performing or discharging its roles and/or responsibilities in paragraph 9.3 of this Agreement as the Lead Authority: and/or

9.3.2 undertaking any contract or commitment on behalf of the Joint Committee for the purposes of or pursuant to this Agreement

**PROVIDED THAT** such indemnity on the part of the other Authorities shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Lead Authority that is to say, negligence or misconduct to a material degree, persistent breach of law or duty (that is to say persisted in after the same shall have been brought to the attention of or known to the Lead Authority), act or omission known to the Lead Authority to be contrary to proper local government practice or local government law or substantial or persistent failure (after due notice) to redress performance of the duties of the Lead Authority which shall not comply with the requirements or the standards of or set by this Agreement

9.4 The Lead Authority shall owe no duty of care to the other Authorities and have no liability or responsibility in respect of or in relation to the performance or discharge of (or omission to perform or discharge) any role or function referred to in Clause 9.3 the discharge or exercise of which requires the approval of the Joint Committee (save to the extent that such role or function is discharged or exercised by the Lead Authority negligently or in a manner known to the Lead Authority to be contrary to proper local government practice or local government law) or which is otherwise carried out or to be carried out in the manner requested or required by, (or which is omitted to be performed on the instruction or request of) the Joint Committee.

- 9.5 The Lead Authority shall owe no duty of care to the other Authorities or any of them (whether in contract or in tort) in respect of the roles and responsibilities of the Joint Committee.
- 9.6 The Lead Authority shall resign if so required by notices in writing given to the Lead Authority by a simple majority of the Authorities and expiring at the end of any financial year. In the event that the Lead Authority shall so resign the Joint Committee shall appoint another Authority to act as and be the Lead Authority with effect from the date upon which any such resignation as aforesaid shall itself take effect **PROVIDED THAT** in the event of disagreement as to which of the Authorities should be appointed as the Lead Authority this shall be the Authority agreeing to act as such if enjoying the majority vote of the Joint Committee.
- 9.7 Any documentation held by the Lead Authority which remains relevant after it has ceased to act as such shall (on the request of the new Lead Authority or the Joint Committee) be handed over or copied to the new Lead Authority or the Joint Committee.
- 9.8 The Authorities agree that the Lead Authority shall be entitled to call on the funds of the Joint Committee to pay any redundancy or other lawful claim arising in respect of the termination of the employment of any officer wholly or mainly employed by the Lead Authority for the purposes of carrying out this Agreement **PROVIDED THAT** the Lead Authority shall **FIRST** consult with the Joint Committee, such consultation to include discussion on any suitable alternative employment for the officer concerned
- 9.9 If the funds of the Joint Committee shall not be sufficient to meet the loss, costs or damages incurred by or claims against the Lead Authority the other Authorities shall each indemnify the Lead Authority in equal shares against the amount incurred by or claimed against the Lead Authority (to the intent that the Lead Authority shall likewise be liable for such an equal share).

## **10. PROVISION OF NON CASH RESOURCE**

- 10.1 The Authorities agree that they will make reasonable endeavours to provide such non-monetary resources and assistance and in-kind support to the Joint Committee as shall be reasonably requested by the Joint Committee from time to time.
- 10.2 No requirement or request shall be made of an Authority under Clause 10.1 which shall have the effect of compelling that Authority to incur unbudgeted expenditure.
- 10.3 Provision of support under this Section 10 may be included in the calculation of the Annual Contribution for the following financial year.

## **11. DURATION AND TERMINATION**

- 11.1 Unless and until it is determined by notice under paragraph 11.3 or by mutual consent under paragraph 11.4, this Agreement shall continue in force with regular reviews by the Joint Committee. for an initial period terminating on 31 March 2021 (“the Initial Period”)
- 11.2 Upon 31 March 2021 the period of the Agreement shall be extended automatically for a period of five years and the Agreement shall then continue in force from 1 April 2021 for a period of five years from that date unless, prior to that date, the Authorities have agreed to its being terminated by mutual consent under paragraph 11.4 or notice has been served pursuant to paragraph 11.3.
- 11.3 An Authority may serve notice on the other Authorities not less than two years’ notice in writing to terminate this Agreement with effect from 31 March in the relevant year specified in the notice. Any notice served by an Authority under this paragraph 11.3 may be withdrawn at any time prior to the expiration of the notice with the consent in writing of the other Authorities

11.4 The Authorities may agree in writing at any time during the currency of this Agreement to terminate this Agreement by mutual consent with effect on such date as they shall specify. The Authorities may agree to terminate this Agreement by mutual consent under this paragraph 11.4 whether or not notice to terminate the Agreement has been served previously under paragraph 11.3

11.5 Following service of any notice under paragraph 11.3, or as part of any termination by mutual consent under paragraph 11.4, the Joint Committee shall make the necessary arrangements and/or make any necessary recommendations to give effect to such termination and in particular to address the following:-

(a) in accordance with Section 8 of this Agreement, the division and distribution of any resources available in the Budget of the Joint Committee on termination

(b) how the obligations and liabilities of the Joint Committee and the Authorities under this Agreement which are ascertainable prior to the termination or which subsequently arise shall be met by the Authorities

(c) how, in particular, in the absence of this Agreement, the Authorities would exercise their functions under Section 89 of the Countryside and Rights of Way Act 2000 acting jointly.

11.6 In the event of the Parties not having determined the terms for the termination of this agreement three months before the termination is to take effect pursuant to this section 11 then the arbitration provisions of Section 16 shall be invoked

## **12. MISCELLANEOUS**

### **Insurance**

12.1 Save as otherwise provided for in Section 9 (Lead Authority) and Section 11 (Termination), any necessary compensation or other essential financial payment or legal obligation to the payment or fulfilment of which any Authority or any third party



may become entitled as a result of or in connection with the discharge of any of the Functions shall as between the Joint Committee and the Authorities be paid or fulfilled wholly by the Joint Committee and the Joint Committee shall accordingly ensure that adequate insurance cover is effected and maintained in respect of any such liability.

12.2 The cost of such insurance shall be an Overhead and accordingly part of the Core Budget.

12.3 The Lead Authority shall be responsible for making all necessary insurance arrangements on behalf of the Joint Committee and (where given) in accordance with the Joint Committee's instructions.

### **Civil Litigation**

12.4 The institution and defence of necessary civil litigation by the Joint Committee arising from the pursuit of the Objectives or the discharge of the Functions shall be undertaken in a representative capacity by the Lead Authority.

### **Criminal Proceedings**

12.5 The conduct of any criminal proceedings in the Magistrates Court or the Crown Court brought by or against the Joint Committee arising out of the pursuit of the Objectives or the discharge of the Functions shall be undertaken in a representative capacity by the Lead Authority unless the Joint Committee, having regard to the circumstances giving rise to the proceedings, agree that another Authority should do so.

## **13. VARIATION OF AGREEMENT**

13.1 This Agreement may be varied at any time upon such terms as the Authorities after consultation with the Joint Committee may agree.

## **14. NOTICES**

- 14.1 Any notice to be served under this Agreement upon any Authority will be served at the principal offices for the time being of that Authority for the attention of the Chief Executive or Head of the Paid Service of that Authority.

## **15. INTERESTS OF MEMBERS IN CONTRACTS AND OTHER MATTERS**

- 15.1 Every member and substitute member of the Joint Committee shall at all times comply with the principles specified by the Secretary of State under Section 49 of the Local Government Act 2000 which are to govern their conduct.
- 15.2 Any member and substitute member of the Joint Committee who has an interest defined in the Members' Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.
- 15.3 The Secretary of the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

## **16. ARBITRATION**

- 16.1 If at any time any dispute or difference shall arise between the Authorities in respect of any matters arising out of this Agreement or the meaning or effect of this Agreement or anything herein contained or the rights or liabilities of any of the Authorities the same shall be referred to and settled by a single arbitrator to be appointed by the Authorities but, if they cannot within two months agree the appointment, to be nominated by the President of the Law Society for the time being.
- 16.2 Any such reference to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 and 1996 or any statutory re-enactment or amendment of them for the time being in force.

16.3 Each Authority shall bear its own costs of arbitration.

## **17. FORCE MAJEURE**

17.1 The Authorities shall be released from their respective obligations under the Agreement if national emergency, war, prohibitive government regulations or any other cause (except strike action) beyond the control of the Authorities or any of them renders the performance of this Agreement impossible.

## **18. PARTNERS**

18.1 The Authorities wish to encourage the Joint Committee, to promote, establish, and foster links with Partners to support the Objectives and Functions.

18.2 The form of the link with any Partner shall be in the discretion of the Joint Committee but, subject to paragraph 18.3 below, shall accord so far as reasonably practicable with the wishes of the Joint Committee and the Partner in question.

18.3 Nothing in this Agreement or otherwise shall require or oblige the Joint Committee to, nor shall the Joint Committee without the approval of the Authorities, enter into links with commercial or trading organisations bodies or persons where the nature or business of that commercial or trading organisation body or person gives rise or could give rise to, any conflict of interest (for example without limitation by reason of the possible procurement or use by the Joint Committee of equipment or services provided by a particular business).

18.4 Subject to paragraph 18.3 above the Joint Committee may form links under this Section with any Partner who is prepared to provide financial or in kind support to the Joint Committee in furtherance of the Objectives and Functions.

18.5 Where a link is established pursuant to paragraph 18.4 above, then, provided that the financial or in-kind support given by the Partner in question to the Budget is, in each financial year in which such support is given, of equal value to or greater than the Annual Contribution of any Authority for that year, the Joint Committee shall invite

to the meetings of the Joint Committee for that year a representative of that Partner (who shall not be a member or officer of an Authority) who shall have the right to speak but not to vote.

18.6 Where and for so long as pursuant to paragraph 18.5 a Partner is entitled to send a representative to meetings of the Joint Committee, that Partner shall also be entitled to send a representative to meetings of the Officer Working Group which representative shall have the right to speak thereat.

18.7 Where pursuant to paragraph 18.5 a Partner is for the time being entitled to send a representative to meetings of the Joint Committee and the Officers' Working Group and, at the end of the year in question, that Partner ceases to provide support at the level referred to in the proviso in paragraph 18.5, the Partner shall cease to be entitled to exercise the powers in paragraphs 18.5 and 18.6.

18.8 Notwithstanding any of the foregoing provisions of this Section, it shall be for individual Authorities to determine what links each wishes to have with any Partner.

## 19. SEVERANCE

19.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable unlawful or otherwise unenforceable or indications to that effect are received by the Authorities from any competent authority the Authorities shall amend the provision in such a reasonable manner as achieves the intention of the Authorities without being unlawful or if agreed between the Authorities it may be severed from this Agreement but the remaining provisions shall remain in full force unless the Authorities agree that the effect of such declaration is to defeat their original intention.

**20. AGREEMENT TO REMAIN IN FULL FORCE**

20.1 Any failure by an Authority to insist upon the performance of any of the conditions of this Agreement or to exercise any right under it shall not be construed as a waiver by such Authority and this Agreement shall continue and remain in full force and effect notwithstanding any such failure.

## APPENDIX 1

### STANDING ORDERS OF THE CANNOCK CHASE AONB JOINT COMMITTEE

#### 1. Interpretation

- 1.1 The decision of the Chairman of the meeting as to the interpretation of any standing order or on any question of procedure not provided for by these standing orders shall be final. No debate may ensue thereon.

#### 2. Meetings

- 2.1 The annual meeting of the Joint Committee in each year shall be held as soon as practicable after 1 June in each year and shall amongst other things receive the closing accounts for the preceding year.
- 2.2 The Joint Committee shall between each annual meeting normally meet at intervals of four months or on such other occasions or greater frequency as they may agree and shall meet on such day and at such time and place as they may determine provided that a meeting shall be held as soon as practicable after November of each year for the purpose of considering the Joint Committee's budget for the following year.
- 2.3 Unless otherwise agreed, the Joint Committee shall meet at the offices of the Authority whose representative is the Chairman of the Joint Committee for that meeting.
- 2.4 With the exception of the annual meeting and the Budget meeting, the Secretary with the agreement of the Chairman and Vice Chairman may cancel any meeting of the Joint Committee if in his or her opinion insufficient business has arisen for consideration.

2.5 A special meeting of the Joint Committee shall be convened at any time by the Secretary upon the instructions of the Chairman and Vice Chairman.

### **3. Notice of Meetings**

3.1 At least 3 clear days before a meeting of the Joint Committee put on web site and circulate by e-mail:

3.1.1 a summons to attend the meeting specifying business proposed to be transacted shall be sent by the Secretary to the Joint Committee to the last address given for that purpose by each member of the Joint Committee and to the Chief Executive of each Authority and to

3.1.2 notice of the time and place of the intended meeting shall be published at the offices each Authority by the Chief Executive of that Authority

3.2 Lack of service on a member of the Joint Committee of the summons referred to in paragraph 3.1.1 above shall not affect the validity of a meeting of the Joint Committee

3.3 Except in the case of business required by this standing order to be transacted at a meeting of the Joint Committee and other business to be brought before the meeting as a matter of urgency, of which the Chairman Vice Chairman and the Secretary shall have prior notice and which the Chairman, Vice Chairman and the Secretary consider should be discussed at the meeting, no business shall be transacted at a meeting of the Joint Committee other than that specified in the summons relating thereto.

### **4. Election of Chairman and Vice Chairman**

4.1 At its annual meeting the Joint Committee shall determine from amongst its members a Chairman and Vice Chairman of the Joint Committee for the period from the commencement of that meeting of the Joint Committee up to the commencement of the next following annual meeting of the Joint Committee.

- 4.2 Each person proposed for any office shall be duly nominated and seconded by members attending the meeting before his or her name is submitted to the vote of the meeting. When there are more than two persons nominated for any appointment and of the votes given there is not an overall majority in favour of one person, the name of the person having the least number of votes shall be struck off the list and a fresh vote shall be taken and so on until a majority of votes is given in favour of one person.
- 4.3 In the event of a vacancy arising in the office of a Chairman or Vice Chairman appointed under paragraph 4.1 above, the Joint Committee at its next meeting shall appoint another member to hold such office from the commencement of that meeting until the commencement of the next following annual meeting.

## **5. Membership of the Joint Committee**

- 5.1 Subject to paragraph 2 of this Constitution, each elected member of the Joint Committee shall be a Councillor of the Authority by whom he or she shall have been appointed holding membership of the Executive of that Authority and shall hold office until the next annual meeting of the Joint Committee following his or her appointment unless he or she ceases to be a representative of the Authority appointing him or her or resigns his or her membership of the Joint Committee or his or her appointment is revoked by the Authority appointing him or her.
- 5.2 Each Authority shall fill any casual vacancy during any year in accordance with the provisions of this Constitution and shall advise the Secretary to the Joint Committee within 7 days of such appointment.
- 5.3 A substitute appointed in accordance with the Constitution of the Joint Committee shall, when acting as a substitute (but not when acting as an observer) have full voting rights at meetings of the Joint Committee.
- 5.4 Where paragraph 18.5 applies the Joint Committee shall invite the representative of the Partner in question to attend meetings of the Joint Committee who shall have the right to speak but not to vote, as that paragraph provides. Such representative shall not be a member or officer of an Authority.



- 5.5 The Joint Committee shall invite co-opted advisers to attend and speak (but not vote) at meetings of the Joint Committee to directly advise and influence.

Suggested co-opted members:

Natural England

Forestry Commission

Forestry Enterprise

Friends of Cannock Chase

Historic England

Staffordshire Wildlife Trust

Private Landowners (NFU/CLA, Quarry operators)

RSPB

National Trust

Parish Councils representative (2 seats)

Local Access Forum and/or representative from recreational user groups

LEP and/or Destination Management Partnership

Business (tourism)

## **6. Chairman of Meeting**

- 6.1 At each meeting of the Joint Committee the Chairman, if present, shall preside.
- 6.2 If the Chairman is absent from a meeting of the Joint Committee the Vice Chairman, if present, shall preside.
- 6.3 If both the Chairman and the Vice-Chairman of the Joint Committee are absent from a meeting of the Joint Committee such member of the Joint Committee as the members present shall select shall preside.

**7. Quorum**

7.1 No business shall be transacted at any meeting of the Joint Committee unless three members are present.

7.2 If during any meeting of the Joint Committee the Chairman, after counting the number of members present, declares that there is not a quorum for the meeting then the meeting shall stand adjourned to a date and time fixed by the Chairman or, in the absence of a date and time being fixed, to the next ordinary meeting of the Joint Committee to which the consideration of any business not transacted shall be referred.

**8. Order of Business**

8.1 At every meeting of the Joint Committee the order of business shall be to select a person to preside if the Chairman or Vice Chairman are absent and thereafter shall be in accordance with the order specified in the notice of the meeting except that such order may be varied either by the Chairman at his or her discretion or on a request agreed to by the Joint Committee.

**9. Minutes**

9.1 Minutes of the proceedings of a meeting of the Joint Committee shall be drawn up and shall be signed at the next meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof.

9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of meetings of the Joint Committee may be recorded and distributed in electronic form.

9.3 Until the contrary is proved a meeting of the Joint Committee, a minute of whose proceedings has been made and signed in accordance with this paragraph, shall be deemed to have been duly convened and held and all members present at the meeting shall be deemed to have been duly qualified.

9.4 The Chairman shall move "That the minutes of the meeting of the Joint Committee held on...be signed as a correct record". If the accuracy is not questioned the Chairman shall sign the minutes.

**10. Discussion Affecting Persons Serving or Under the Control of the Joint Committee**

10.1 If any question arises at a meeting of the Joint Committee as to the appointment, promotion, dismissal, salary, superannuation or conditions of service or as to the conduct of any officer serving or under the control of the Joint Committee, such question shall not be the subject of discussion until the Joint Committee has decided whether or not the power of exclusion of the public under Sections 100A to 100K of the Local Government Act 1972 shall be exercised.

**11. Voting**

11.1 The mode of voting at meetings of the Joint Committee shall be by show of hands.

11.2 The Chairman will not have a casting vote. In the event of an equality of votes of the voting members of the Joint Committee, who are present at the meeting in question on any proposal before the Joint Committee at that meeting, the Chairman shall declare that the proposal is not carried.

## **12. Interests of Members in Contracts and Other Matters**

- 12.1 (a) Every Member and substitute Member of the Joint Committee shall at all times comply with the principles specified in law, including those specified by the Secretary of State under Section 49 of the Local Government Act 2000, which are to govern their conduct.
- (b) Any Member and substitute Member of the Joint Committee who has an interest as defined in the Members' Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.
- 12.2 The Secretary to the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

## **13. Interests of Officers in Contracts**

- 13.1 The Secretary to the Joint Committee shall keep a record of the particulars of any notice given by an officer of the Joint Committee under Section 117 of the Local Government Act 1972 of a pecuniary interest in a contract which record shall be open during normal office hours for public inspection.

## **14. Expression of Dissent**

- 14.1 No expression of dissent shall be entered in the minutes of the Joint Committee. Any two members may demand that a named vote be taken.

## **15. Disturbance at Meetings**

- 15.1 If a member of the public interrupts the proceedings of any meeting the Chairman shall warn that person. If the interruption continues the Chairman shall order the person's removal from the meeting room.

15.2 In the case of general disturbance in any part of the meeting room open to the public the Chairman shall order that part to be cleared.

15.3 If a member of the Joint Committee in the opinion of the Chairman behaves improperly or offensively or deliberately obstructs business the Chairman shall warn that person. If the member continues to behave improperly the Chairman or any member may move that either the member leave the meeting or that the meeting is adjourned for a specified period.

## **16. Variation and Revocation of Standing Orders**

16.1 Any addition, variation or revocation of these Standing Orders shall when proposed and seconded stand adjourned without discussion to the next ordinary meeting of the Joint Committee, provided that this standing order shall not apply to any review of standing orders at the annual meetings of the Joint Committee. Any such addition, variation or revocation shall be first referred to each Authority for their approval.

## **17. Suspension of Standing Orders**

17.1 Any standing order may be suspended for all or part of the business of a meeting of the Joint Committee at which suspension is moved. Such a motion cannot be moved unless a quorum is present nor can such a motion be moved if the effect of the suspension would conflict with the terms of any agreement entered into by the Authorities.

## **18. Rescission of Previous Resolutions**

18.1 No motion to rescind any resolution passed within the preceding six months nor any motion to the same effect as any motion negative within the preceding six months shall be in order unless the notice of such motion shall have been given and specified in the summons and the notice shall bear, in addition to the name of the member who proposed the motion, the name of three members. When any such motion has been

disposed of by the Joint Committee it shall not be open to any member to propose a similar motion within a further period of three months.

## APPENDIX 2

### 1. SECRETARY TO THE JOINT COMMITTEE

- 1.1 In addition to any other powers and duties referred to in this Agreement the Secretary to the Joint Committee shall:
- 1.2 sign on behalf of the Joint Committee any document necessary to give effect to any resolution of the Joint Committee.
- 1.3 sign any document which is a necessary step in any legal procedure or proceedings.

### 2. TREASURER TO THE JOINT COMMITTEE

- 2.1 In addition to any other powers and duties referred to in this Agreement the Treasurer to the Joint Committee is authorised to produce the Budget estimates and the accounts of the Joint Committee.

## BUDGET

- 1.1 The Budget shall be fixed for the period 1 April to 31<sup>st</sup> March in each year of the Agreement.
- 1.2 The Budget due under paragraphs 1.1 shall be calculated by the Treasurer to the Joint Committee and reported to the Joint Committee at the Budget meeting for the year and for each subsequent year. The Treasurer to the Joint Committee shall supply to any Authority on request a full calculation of the Budget.
- 1.3 The Core Budget (net of any Core Grant) shall be shared between the Authorities in the following shares (SCC 50%, SBC 20%, LDC 5%, CCDC 20%, SSDC 5%) and the product shall be the Annual Contribution of each of each Authority.
- 1.4 The Budget for financial year 2016/17 has been agreed as follows:

	Total	Defra Grant 75%
<b>AONB Core Budget</b>		
Staff Salaries and Associated costs	£127,230.00	£95,422.50
Accommodation / Office Equipment	£7,570.00	£5,677.50
Transport	£5,110.00	£3,832.50
Partnership budget for PR & Events	£2,500.00	£1,875.00
Partnership running costs	£6,600.00	£4,950.00
<b>Subtotal</b>	<b>£149,010.00</b>	<b>£111,757.50</b>
<b>Core Action Projects</b>		



AONB Website	£160.00	£120.00
Annual Review	£500.00	£375.00
Monitoring	£1,000.00	£750.00
Community Involvement & Awareness	£2,500.00	£1,875.00
Planning Support Project	£6,000.00	£4,500.00
Maximising Income	£1,000.00	£750.00
Advisory Partnership WW1	£500.00	£375.00
Dementia Friendly	£700.00	£525.00
Visitor Management yr 2	£6,001.00	£4,500.75
<b>Total Expenditure</b>	<b>£167,371.00</b>	<b>£125,528.25</b>
Core Budget	£167,371.00	
Defra	£125,528.25	
SDF	£15,649.75	
<b>total Defra award</b>	<b>£141,178.00</b>	
<i>Cannock Chase Council</i>	£8,368.00	5.00%
<i>Stafford Borough Council</i>	£8,368.00	5.00%
<i>Lichfield District Council</i>	£2,092.00	1.25%
<i>South Staffordshire Council</i>	£2,092.00	1.25%
<i>Staffordshire County Council</i>	£20,920.00	12.50%
<b>TOTAL</b>	<b>£41,840.00</b>	<b>25.00%</b>

## TASK AND FINISH GROUPS

### Terms of Reference

#### 1.0 Introduction

The designation of Areas of Outstanding Natural Beauty (AONBs) was established through the National Parks and Access to the Countryside Act 1949, with Cannock Chase being designated in 1958. In 2000 the Countryside and Rights of Way Act brought in new duties relating to AONBs. In summary, these are:

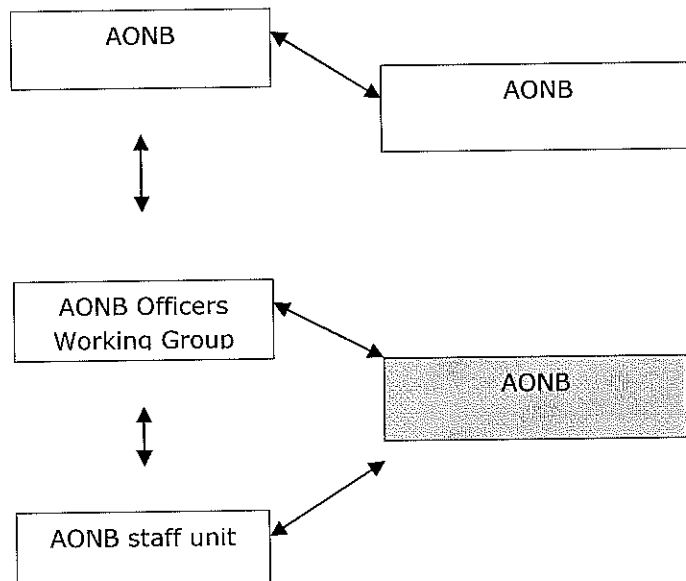
- Section 85 - General duty of public bodies - in exercising or performing any functions in relation to, or so as to affect, land in an area of outstanding natural beauty, a relevant authority shall have regard to the purpose of conserving and enhancing the natural beauty of the area of outstanding natural beauty.
- Section 89 – Management Plans – local planning authorities are required to act jointly (where there's more than one) to prepare and publish AONB Management Plans, which must be reviewed every five years.

The Cannock Chase AONB Partnership was established in 2003 to enable partners to work together to deliver their statutory duties and to further the positive management of the AONB. The Partnership is responsible for preparing and coordinating the delivery of the AONB Management Plan. Cannock Chase AONB Management Plan aims to ensure the right balance is maintained to conserve and enhance the area whilst maintaining it as a living, working environment.

#### 2.0 AONB Partnership Structure

The AONB Partnership is made up of a number of statutory and non-statutory bodies. Statutory bodies include Natural England, the Forestry Commission, and five local authorities (Cannock Chase Council, Lichfield District Council, South Staffordshire Council, Stafford Borough Council and Staffordshire County Council). Specific projects are often carried out by a range of AONB partners and volunteers, as part of the AONB Partnership.

By collectively preparing, implementing and reviewing the Cannock Chase AONB Management Plan it is anticipated that the Partnership will be able to more effectively deliver the aims of the Management Plan. To this end the statutory bodies of the Cannock Chase AONB Partnership have signed up to a legal agreement (known as the 'Partnership Agreement') overseen by the Joint Committee, with the Officers Working Group/AONB Unit coordinating delivery through specific Task and Finish Groups. The Partnership is collectively responsible for meeting its legal duties to the AONB, and is set up under the following structure in order to deliver those responsibilities.



Cannock Chase AONB Partnership, as a whole, will be the vehicle for the delivery of the ambitions of the AONB Management Plan.

### **3.0 Function of Task and Finish Groups**

Task and Finish Groups are topic specific groups, set up to ensure specific projects and assigned tasks in the AONB Management plan are delivered. Task and Finish Group topics will be flexible to respond to different opportunities and projects that present themselves, and may include (but not exclusively):

- Visitor Management
- Land management for biodiversity and geodiversity
- Historic Environment
- Landscape

These Terms of Reference set out how the Task and Finish Groups, as part of a wider Partnership structure, will work together to deliver specific actions and objectives within the AONB Management Plan, in order to protect and enhance the AONB, promote its understanding and appreciation to help to deliver sustainable development.

### **4.0 Composition and roles**

The membership of each Task and Finish Group will include:

- An Officer Working Group (OWG) ‘sponsor’, who will be a member of the Officers’ Working Group who, with the AONB Unit, will provide a link to the wider Partnership and provide a strategic focus and help co-ordinate with broader AONB activities.
- AONB Unit to convene meetings and provide secretariat. Secretariat duties include circulation of agendas and recording key action points and next steps, which will be reviewed in line with monitoring. To provide advice/expertise where appropriate, plus update the Officers’ Working Group on activity.
- Task specific partners and members in relation to the topic
- Officers or technical/professional representatives of stakeholder organisations, by invitation.

## 5.0 Structure and Procedures

- Task and Finish Groups will meet as often as they deem necessary to deliver a specific task.
- Task and Finish Groups will appoint a chairman from within their membership.
- Officer support and secretariat services will be provided by the AONB Unit, which will be reviewed in line with monitoring.
- OWG to oversee strategic coordination of the Task and Finish Groups and set priorities linked to delivery of the AONB Management Plan. Task and Finish Groups will report to, and be accountable to, the Officers' Working Group.
- The priority actions and initial membership of each Task and Finish Group will be defined by the Officers' Working Group.
- All decisions remain that of the Joint Committee, unless under an agreed delegated power.
- All declarations of interest should be made to the AONB Unit and the chairman of the Task and Finish Group.
- With the agreement of members of the Task and Finish Group, advisory members may be co-opted to represent a specific area of interest or issue of consideration or co-opt additional members as required to fulfil its task.
- Target dates for project delivery will be given to Task and Finish Groups, and monitored against such milestones.
- Monitoring - All topic groups will be reviewed at least annually by the Officers' Working Group, in collaboration with each Task and Finish Group, to ensure Management Plan priority action is appropriate and progress is being made and address any obstacles to delivery. Task and Finish Group progress will be reported annually to Joint Committee.
- Task and Finish Groups will operate as efficiently as possible; minutes will take the form of key action points agreed with brief rationale where appropriate.

## 6.0 Remit

Task and Finish Groups will be responsible, with external support where agreed, for undertaking the following:

- Focus on project delivery, prioritisation of AONB Management Plan actions, exploring ways in which that can be achieved; and developing the projects to deliver.
- Take direction and strategic steer from JC through the OWG
- Advise the OWG as necessary on issues relating to and impacting upon the AONB Management Plan.
- To feed into the development of future AONB Management Plans and determining action priorities.
- All Task and Finish Groups will consider cross-cutting themes such as community involvement, sustainability and communications.

**Cannock Chase AONB Officers Working Group (OWG)**

**Terms of Reference**

**1.0 Introduction**

The designation of Areas of Outstanding Natural Beauty (AONBs) was established through the National Parks and Access to the Countryside Act 1949, with Cannock Chase being designated in 1958. In 2000 the Countryside and Rights of Way Act brought in new duties relating to AONBs. In summary, these are:

- Section 85 - General duty of public bodies - in exercising or performing any functions in relation to, or so as to affect, land in an area of outstanding natural beauty, a relevant authority shall have regard to the purpose of conserving and enhancing the natural beauty of the area of outstanding natural beauty.
- Section 89 – Management Plans – local planning authorities are required to act jointly (where there's more than one) to prepare and publish AONB Management Plans, which must be reviewed every five years.

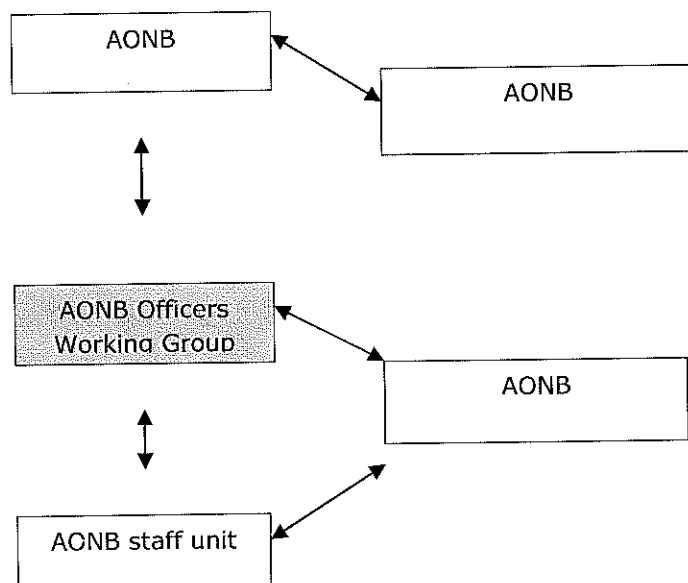
The Cannock Chase AONB Partnership was established in 2003 to enable partners to work together to deliver their statutory duties and to further the positive management of the AONB. The Partnership is responsible for preparing and coordinating the delivery of the AONB Management Plan. Cannock Chase AONB Management Plan aims to ensure the right balance is maintained to conserve and enhance the area whilst maintaining it as a living, working environment.

**2.0 AONB Partnership Structure**

The AONB Partnership is made up of a number of statutory and non-statutory bodies. Statutory bodies include Natural England, the Forestry Commission, and five local authorities (Cannock Chase Council, Lichfield District Council, South Staffordshire

Council, Stafford Borough Council and Staffordshire County Council). Specific projects are often carried out by a range of AONB partners and volunteers, as part of the AONB Partnership.

By collectively preparing, implementing and reviewing the Cannock Chase AONB Management Plan it is anticipated that the Partnership will be able to more effectively deliver the aims of the Management Plan. To this end the statutory bodies of the Cannock Chase AONB Partnership have signed up to a legal agreement (known as the 'Partnership Agreement') overseen by the Joint Committee, with the Officers' Working Group/AONB Unit coordinating delivery through specific Task and Finish Groups. The Partnership is collectively responsible for meeting its legal duties to the AONB, and is set up under the following structure in order to deliver those responsibilities.



Cannock Chase AONB Partnership, as a whole, will be the vehicle for the delivery of the ambitions of the AONB Management Plan.



### **3.0 Function of the Officers' Working Group**

The Officers' Working Group is in place to consider, and make recommendations to, the Joint Committee on the strategic direction and delivery of the AONB Management Plan and actions. Officers' Working Group will be advised by the AONB Unit, and make recommendations to the Joint Committee where the AONB Unit's proposals are outside of delegated powers. The Officers' Working Group oversee strategic coordination of the Task and Finish Groups and set priorities linked to delivery of the AONB Management Plan.

These Terms of Reference set out how the Officers' Working Group, as part of a wider Partnership structure, will work to support, promote and deliver specific actions and objectives within the AONB Management Plan, in order to protect and enhance the AONB, promote its understanding and appreciation to help to deliver sustainable development.

### **4.0 Composition and roles**

The membership of the Officers' Working Group will include:

- One nominated voting officer from each Authority or an appropriate substitute. The Secretary to the Joint Committee and the Treasurer to the Joint Committee or their respective nominees can attend any meetings.
- One nominated officer from statutory advisors to the AONB, including Natural England, Forestry Enterprise and Forestry Commission.
- AONB Unit to provide advice/expertise where appropriate.
- Officers or technical/professional representatives of stakeholder organisations, by invitation.

### **5.0 Structure and Procedures**

- Officers' Working Group will meet a minimum 4 times per year, and additionally, as often as they deem necessary to deliver a specific task.
- Officers' Working Group will appoint a chairman from within its membership.
- Officer support and secretariat services will be provided by the AONB Unit.
- All decisions remain that of the Joint Committee, unless under an agreed delegated power.

- With the agreement of officers of the Officers' Working Group, advisory members may be co-opted to represent a specific area of interest or issue of consideration or co-opt additional members as required to fulfil its task.
- Officers' Working Group will operate as efficiently as possible; minutes will take the form of key action points agreed with brief rationale where appropriate.
- A quorum of 50% attendance will be required for meetings in order for decisions to be made. Where a decision is needed urgently, the Chair together with 2 confirmed endorsers from the Officers' Working Group, has delegated authority to make that decision. This must then be reported to the next meeting for retrospective agreement.

## 6.0 Remit

Officers' Working Group will be responsible, with external support where agreed, for undertaking the following:

- To advise the Joint Committee as necessary on issues relating to, and impacting upon, the AONB Management Plan.
- To provide technical support to the Joint Committee, prepare reports for Joint Committee consideration, and carry out such actions as may be instructed by the Joint Committee.
- Take direction and strategic steer from the Joint Committee.
- Focus on the strategic co-ordination and implementation of the AONB Management Plan actions.
- The priority actions and initial membership of each Task and Finish Group will be defined by the Officers' Working Group.
- Review and agree the AONB Unit's annual Service Plan and work programme.
- Officers' Working Group to oversee strategic coordination of the Task and Finish Groups and set priorities linked to delivery of the AONB Management Plan.
- Officers' Working Group will report to, and be accountable to, the Joint Committee.
- Be informed by the advice and project delivery of the Task and Finish Groups.

- Review annually, in collaboration with Task and Finish Groups, the Management Plan priority actions are appropriate, and progress is being made and any obstacles to delivery are addressed. Task and Finish Group progress will be reported annually to Joint Committee.
- To feed into the development of future AONB Management Plans and determining action priorities.
- Officers' Working Group will oversee cross-cutting themes such as community involvement, sustainability and communications.
- The Officers' Working Group will have delegated powers from the Joint Committee to implement the decisions of the Joint Committee
  - (i) any decisions involving expenditure being within the Budget
  - (ii) any matters of implementation which the Officers' Working Group consider would involve controversial or contentious decisions being first referred to the Joint Committee (who may themselves decide the matter)
  - (iii) reference to the Joint Committee prior to implementation of any proposals for significant change in the Action Plan previously approved by the Joint Committee for that year.

## AONB ANNUAL CONFERENCE

### 1. Role and Functions

1.1 There will be an AONB Annual Conference with the following role and functions:

- (a) to provide a forum for the expression of views on the Management Plan and its implementation; any review of the Management Plan; and how the natural beauty of Cannock Chase AONB should be conserved and enhanced;
- (b) to review the progress of the Action Plan and to celebrate achievements within Cannock Chase AONB;
- (c) to provide and obtain information about Cannock Chase AONB in order to inform the, the Officers' Working Group, the Joint Committee and any additional Task and Finish groups

1.2 The AONB Annual Conference seek to achieve a consensus amongst those present ("the attenders") on any recommendation to be made by it by the Joint Committee but there does not have to be a consensus.

### 2. Composition

2.1 The AONB Annual Conference will meet annually on such date as shall be decided by the Officers' Working Group, in consultation with other partners of the Partnership.

2.2 The AONB Annual Conference will be chaired by the Chairman or, in his/her absence, by such person as the attenders may elect. If any AONB Annual Conference has a particular theme, the Chairman of the AONB Partnership, with the concurrence of the specialist presenter, may nominate that person to act as Chairman for that meeting.

2.3 Each attender will be entitled to speak and, if there is a vote, to vote on any item of business.

2.5 If there is a request for any issue or matter to be put to a vote, it will be decided by a simple majority of the attenders on a show of hands. The Chairman will not have a casting vote.

### 3. **Secretariat**

3.1 The AONB Unit, as directed by the AONB Partnership, will:

- (a) provide the Secretariat for the AONB Annual Conference
- (b) arrange the venue (at a convenient location within or close to Cannock Chase AONB)
- (c) convene each AONB Annual Conference and prepare and distribute the Agenda for and the minutes of each meeting
- (d) prepare, or co-ordinate the preparation of, any reports and presentations to be considered by or made to the AONB Annual Conference.

### 4. **Delegated Powers**

4.1 The AONB Annual Conference will not have any delegated powers. Any recommendation made by the AONB Annual Conference to the Officers' Working Group, the Task and Finish Groups or the Joint Committee (as the case may be) will be of an advisory nature and will not be binding on them.

**RESERVE MANAGEMENT SCHEME**

**1. Purpose of Reserve**

1.1 The purpose of the reserve is to hold accumulated surpluses of the Joint Committee which can be made available, subject to the approval of the Joint Committee, to:-

- (a) Meet any deficits arising on the Core Budget
- (b) Set aside sums for future investment through the Project Budget
- (c) Finance any other specified use approved by the Joint Committee

**2. Operation of the Reserve**

2.1 The reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to the use of the reserve for the purposes of the Objectives or the Functions

**3. Investment of Reserve Balance**

3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate

**4. Contribution to the Reserve**

4.1 Where the Joint Committee underspends the Core Budget in any year the balance may be transferred to the reserve

**5. Payments to be met from the Reserve**

5.1 No direct payments are to be made from the reserve

5.2 Subject to the approval of the Joint Committee contributions from the reserve to the Core Budget or the Project Budget may be made in respect of specific purposes in furtherance of the Functions

**6. Management of the Scheme**

6.1 The Treasurer to the Joint Committee is authorised to make the accounting entries necessary to achieve the purposes of the reserve in accordance with proper accounting practices

IN WITNESS of which the Authorities have caused their respective Common Seals to be affixed to this Agreement as a deed the day and year first before written:-

16/656



THE COMMON SEAL of  
STAFFORDSHIRE COUNTY COUNCIL

Was hereunto affixed in the presence of:-

Authorised Signatory

THE COMMON SEAL of  
CANNOCK CHASE DISTRICT COUNCIL

was hereunto affixed in the presence of:-



23682

Authorised Signatory

THE COMMON SEAL of  
LICHFIELD DISTRICT COUNCIL

was hereunto affixed in the presence of:-

Authorised Signatory

A MEMBER OF THE COUNCIL

STRATEGIC DIRECTOR

104208(b)





THE COMMON SEAL of  
SOUTH STAFFORDSHIRE DISTRICT COUNCIL

was hereunto affixed in the presence of:-

*David Paton*

Authorised Signatory



THE COMMON SEAL of  
STAFFORD BOROUGH COUNCIL

was hereunto affixed in the presence of:-

*M. Well*

Authorised Signatory



**MEMORANDUM OF UNDERSTANDING**  
**of the**  
**CANNOCK CHASE SPECIAL AREA OF CONSERVATION**  
**PARTNERSHIP**

between

**The Partner Authorities**  
Cannock Chase District Council  
East Staffordshire Borough Council  
Lichfield District Council  
South Staffordshire District Council  
Stafford Borough Council  
Wolverhampton City Council  
Staffordshire County Council

**Advisors**  
Natural England  
Cannock Chase AONB Partnership  
Forestry Commission

**Relating to:**  
**The impact of residential development on**  
**the Cannock Chase Special Area of Conservation**

**Contents**

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Definition of Terms ..... 3

1.0 Purpose ..... 5

2.0 Background..... 5

3.0 Conservation Objectives ..... 6

4.0 Objectives of the Partnership..... 7

5.0 Key Commitments..... 8

6.0 Roles and Responsibilities ..... 9

7.0 Governance ..... 9

Appendix 1 – The Level of Contributions ..... 12

Appendix 2 – Strategic Access Management and Monitoring Measures..... 14

Appendix 3 – Terms of Reference ..... 15

Signatories:..... 21

## Definition of Terms

In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

<b>Advisors</b>	means advisors to the Partnership with no voting rights.
<b>AONB Visitor Management Strategy (VMS)</b>	aims to deliver a sustainable quality visitor experience to the Cannock Chase AONB. The Cannock Chase SAC mitigation proposals (SAMM) sit within the VMS.
<b>Appropriate Assessment (AA)</b>	is the second stage in a Habitats Regulations Assessment process where consideration is given to the potential impacts on the integrity of a European site (eg SAC), either alone or in combination with other plans and projects, with regard to the site's conservation objectives and to its structure and function.
<b>Area of Outstanding Natural Beauty (AONB)</b>	<p>means Cannock Chase Area of Outstanding Natural Beauty which the Cannock Chase SAC sits within. The Cannock Chase Area of Outstanding Natural Beauty (AONB) is a legal designation confirmed under the Countryside and Rights of Way Act 2000 (CROW).</p> <p>An AONB is an outstanding landscape whose distinctive character and natural beauty are so precious that it is in the nation's interest to safeguard them. The designation seeks to protect and enhance natural beauty whilst recognising the needs of the local community and economy. For further information please see <a href="http://www.cannock-chase.co.uk/">http://www.cannock-chase.co.uk/</a>.</p>
<b>Competent Authority</b>	An organisation becomes a competent authority under the Habitats Regulations when the exercise of its functions will, or may affect European Sites (for example classified SPA's and designated SACs).
<b>Conservation Objectives</b>	Objectives defined by Natural England to secure the favourable conservation status of the qualifying features' Each SAC has a formal description of the reasons why the site has been designated which is contained in the SAC citation and which when combined with the Conservation Objectives provide a framework which should inform any 'Habitats Regulations Assessments' that a competent authority may be required to undertake. The Conservation Objectives also inform any measures necessary to conserve or restore the SAC and/or to prevent the deterioration or significant disturbance of its qualifying features.
<b>Habitats Regulations</b>	The Conservation of Habitats and Species Regulations 2010
<b>Habitats Regulations Assessment (HRA)</b>	a formal assessment of the implications of new plans or projects which are capable of affecting the designated interest features of a European Site (eg SAC) before deciding whether to undertake, permit or authorise such a plan or project. This assessment comprises several distinct

stages which are conveniently and collectively described as a 'Habitats Regulations Assessment' (or HRA).

**Partnership**

means the organisations listed as the Partner Authorities

**Relevant period**

The residential development forecast within the Zone of Influence within each of the Partnership Authorities' Local Plan periods.

**Special Area of Conservation (SAC)**

is a strictly protected site designated under the EC Habitats Directive, described by the UK Government as 'Our best examples of habitats that are either threatened or valuable within the EU'. The overall objective of the Habitats Directive is defined in Article 2 which specifies in particular that: *Measures taken pursuant to this Directive shall be designed to maintain and restore, at a favourable conservation status, natural habitats and species of wild fauna and flora of Community interest.*

SAC designation requires Member States to establish conservation measures which correspond to the ecological requirements of Annex I habitats and Annex II species present on the site (Article 6.1), and to take appropriate steps to avoid deterioration of the natural habitats and habitats of species, as well as significant disturbance of species, for which the site is designated (Article 6.2) The Habitats Directive is primarily transposed in England under the Conservation of Habitats and Species Regulations 2010.

**Strategic Access Management and Monitoring Measures (SAMMM)**

a plan of actions to mitigate for the likely increase in the number of visits as a result of new housing development within 15km of the Cannock Chase SAC. SAMMM attached at Appendix 2.

**Windfall Housing**

Windfall housing sites are those that have come forward unexpectedly and not identified for housing through the Local Plan preparation process.

**Zones of Influence**

Research has shown that 75% of all visitors to the Cannock Chase SAC are from within a 15km radius of the SAC. The planned level of residential growth within a 15 kilometre radius from the edge of Cannock Chase SAC is likely to have a significant effect on the SAC in the absence of mitigation. For the purpose of this MOU the 0-15km radius is defined as the Zone of Influence

The greater part of this effect would arise from development within a 0-8km zone as it has been determined through research that this zone would contribute the most visitors to the SAC. For the purpose of this MOU the 0-8km radius is defined as the Zone of Payment.

## 1.0 Purpose

The Cannock Chase Special Area of Conservation Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in relation to Cannock Chase SAC.

The key objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained and the requirements of the Habitats Regulations are met.

This Memorandum of Understanding (MOU) sets out how the Cannock Chase SAC Partnership will take responsibility for a programme of measures to mitigate for the impact residential development has upon the Cannock Chase SAC and how the Partnership will work together to review, prepare and implement common plans and policies to protect the Cannock Chase SAC, and promote its understanding and appreciation to help to deliver sustainable development.

This Partnership approach is to provide simplicity for planners and developers providing a consistent approach to the protection of the SAC from the significant effects of residential development through the delivery of a programme of mitigation. It must however be recognised that other forms of development<sup>1</sup> within the 0-15km zone which may give rise to additional visits to Cannock Chase SAC may need to carry out a Habitats Regulations Assessment (HRA). Participation in the developer contributions scheme is optional and if applicants do not wish to participate they will need to provide appropriate information to the Local Planning Authority to allow a bespoke Habitats Regulations Assessment.

## 2.0 Background

Sitting within the wider Cannock Chase AONB, the Cannock Chase SAC was designated in 2005 under the provisions of the European Habitats Directive, the majority of the site having previously been designated as a Site of Special Scientific Interest (SSSI) in 1987. Cannock Chase represents the largest area of heathland habitat surviving in the English Midlands and though much diminished in area from its original extent, as with all lowland heathland zones, the habitat and dependent species are of very high nature conservation importance.

The Annex I habitat, European Dry Heath is the primary reason for designation of the SAC. The character of this vegetation is intermediate between the upland or northern heaths of England and Wales and those of southern counties. Dry heathland communities belong to NVC types H8 *Calluna vulgaris* – *Ulex gallii* and H9 *Calluna vulgaris* – *Deschampsia flexuosa* heaths. Within the heathland, species of northern latitudes occur, such as cowberry *Vaccinium vitis-idaea* and crowberry *Empetrum nigrum*. Cannock Chase has the main British population of the hybrid bilberry *Vaccinium intermedium*, a plant of restricted occurrence.

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<sup>1</sup> Other development include but are not limited to Bed and Breakfast establishments, self catering holiday lets, hotels and gypsy sites.

There are important populations of butterflies and beetles, as well as European nightjar and five species of bats. The Annex I habitat that is present as a qualifying feature, but not a primary reason for selection of this site is **Northern Atlantic wet heaths with *Erica tetralix***. Wet heath usually occurs on acidic, nutrient-poor substrates, such as shallow peats or sandy soils with impeded drainage. The vegetation is typically dominated by mixtures of cross-leaved heath *Erica tetralix*, heather *Calluna vulgaris*, grasses, sedges and *Sphagnum* bog-mosses

The evidence base<sup>2</sup> shows a range of impacts consistent with high visitor numbers. An increase in visitor numbers on the scale expected is likely to have a significant effect on the Cannock Chase SAC unless measures are taken to prevent harm. The main impacts are the fragmentation of habitat from a multiplicity of paths and tracks, track and path widening with erosion, trampling and compaction, and eutrophication from dog fouling.

In October 2005, the judgment the European Court of Justice in the case of Flood Management Plans and the implications of Case C-6/04 Commission Vs United Kingdom, required the UK to extend the requirements of Article 6(3) and (4) of the Habitats Directive to include the assessment of the potential effects of spatial and land use plans on European sites. Evidence commissioned by the SAC Partnership suggests that the planned level of growth within a 15 kilometre radius of the SAC (as set out in Map 1) is likely to have a significant effect on the designated site. The greater part of this effect would arise from development within a 0-8km zone (as set out in Map 1) as it has been determined through research that this zone would contribute the most visitors to the SAC<sup>3</sup>. The effect of increased visitor numbers consists of additional damage from site use and vehicle emissions<sup>4</sup>. In granting planning permissions the Local Planning Authorities must comply with their duty under the Habitats Regulations as Competent Authorities to ensure appropriate mitigation is delivered prior to developments being built and new visits generated.

### 3.0 Conservation Objectives

#### **European Site Conservation Objectives for Cannock Chase Special Area of Conservation**

##### **Site Code: 0030107**

With regard to the SAC and the natural habitats and/or species for which the site has been designated (the 'Qualifying Features' listed below), and subject to natural change;

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<sup>2</sup> 'Cannock Chase SAC Visitor Survey' Footprint Ecology/Durwyn Liley, February 2013

<sup>3</sup> Further Analysis of Cannock Visitor Survey Data to Consider Apportioning Costs between Zones – Durwyn Liley, 30<sup>th</sup> September 2013.

<sup>4</sup> NE advice letter to the partnership dated 10/04/2013 – Vehicle emission issues are dealt with outside the SAMMM and through the Local Plan or development process.

Ensure that the integrity of the site is maintained or restored as appropriate, and ensure that the site contributes to achieving Favourable Conservation Status of its Qualifying Features, by maintain or restoring:

- The extent and distribution of qualifying natural habitats
- The structure and function (including typical species) of qualifying natural habitats, and,
- The supporting processes on which the qualifying natural habitats rely

This document should be read in conjunction with the accompanying Supplementary Advice document, which provides more detailed advice and information to enable the application and achievement of Objectives set out above.

#### **Qualifying Features:**

H4010. Northern Atlantic wet heaths with *Erica tetralix*; Wet heathland with cross-leaved heath

H4030. European dry heaths

#### **4.0 Objectives of the Partnership**

The Partnership's overall objective is to facilitate sustainable residential development whilst ensuring compliance with the Habitats Regulations through securing appropriate developer contributions towards a programme of mitigation. Participation in the developer contribution scheme (as detailed at Appendix 1) is optional. Applicants will need to supply information to the Local Planning Authority to allow a bespoke Habitats Regulations Assessment to be undertaken if they do not wish to participate.

The objectives of the Cannock Chase SAC Partnership are to secure measures to mitigate for the effects of development<sup>5</sup> by:

- Ensuring that the integrity of the site is maintained, that the site contributes to achieving the Favourable Conservation Status of its Qualifying Features and enabling the sustainable development of the area
- Conserving the Cannock Chase SAC by ensuring that new development does not undermine the delivery of its Conservation Objectives.
- Raising awareness and understanding of the biodiversity of the Cannock Chase SAC
- Achieving 'joined up' management with neighbouring protected landscapes and habitats.<sup>6</sup>

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<sup>5</sup> Housing and other development such as tourist accommodation which requires HRA and would have an impact on the SAC.

<sup>6</sup> The SAC mitigation proposals (SAMMM) sit within the wider AONB Visitor Management Strategy.



## 5.0 Key Commitments

The Partnership:

- a) Will work together to develop and implement consistent planning policies in respect of Development Plan documentation and development processes which provide a framework to mitigate for the impact of residential development on Cannock Chase SAC.
- b) Will collectively and individually ensure that all plans, projects and management activities meet the requirements of the Habitats Regulations
- c) Agree an evidenced planning obligations and CIL charging process on the basis that from the date of this MOU, contributions will only be sought from residential developments within the 0-8km zone as shown in Map 1.
- d) Agree that from the date of this MOU, appropriate assessment of housing proposals within the 0-15km zone set out in Map 1 will not be required unless these fall beyond the scope of established local housing targets as set out in Appendix 1 or within the 0-8km zone where the applicant does not agree contributions.
- e) Will develop, agree and monitor a 15 year programme of mitigation for Cannock Chase SAC as set out in the SAMMM and based on the delivery of 8,495 houses. The effectiveness of the SAMMM mitigation proposals will be reviewed on a 5 year basis as part of the MOU review.
- f) Will on an annual basis monitor housing delivery numbers on which the current mitigation actions in the SAMMM are based. (30,134<sup>7</sup> in the 0-15km zone and 8,495<sup>8</sup> in the 0-8km zone). A review of the MOU and SAMMM will be triggered if the annual review indicates that either of these figures are being approached.
- g) Will work closely with other complementary designations and initiatives such as the AONB and the Connecting Cannock Chase Partnership and take account of other statutory designations.
- h) Agree that the area within which the mitigation will be undertaken is the statutorily designated areas of the Cannock Chase SAC, but on occasions will also extend to the wider adjoining areas in relation to specific issues, for example visitor and access network management, where a wider working area may be required to maintain favourable condition of a qualifying feature within the SAC.
- i) Agree on the identity of the host Partner Authority which will hold the developer contributions and will act as the financially accountable body. The developer contributions will be spent collectively based on the SAMMM. The details of these arrangements will be set out in a legally binding financial agreement between the contributing Partner Authorities and the host Partner Authority. The level of contributions from each Partner Authority towards the SAMMM whilst this MOU is in force is considered in Appendix 1 and will be monitored annually by agreement of the Partnership.

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<sup>7</sup> Cannock Chase SAC Visitor Impacts Mitigation Report – Footprint Ecology, February 2013

<sup>8</sup> The remaining number to come forward in the 0-8km Zone of Payment.

The finance agreement shall contain provisions to deal with the following matters:

- The scope of the duties, rights and obligations of the host Partner Authority to the other Partner Authorities and third parties;
  - Responsibility for the recruitment and employment of the SAC Project Officer and Visitor Engagement Officer;
  - An indemnity from the other Partner Authorities in favour of the employing Partner Authority in relation to the costs of employing the SAC Project Officer and Visitor Engagement Officer, including on-costs and redundancy payments and
  - Obligations on the host Partner Authority to report regularly and comply with audit and other public sector requirements
- j) Will agree a protocol for decision making on spending the developer contributions based on the mitigation plan (SAMMM).

## 6.0 Roles and Responsibilities

Although only Competent Authorities have statutory responsibilities, it is necessary that other advisory bodies and landowners participate in the management of the site.

The governance of the project will be determined through the Terms of Reference (Appendix 3).

## 7.0 Governance

The following governance arrangements and protocols will be maintained to ensure that the requirements of the programme of mitigation and therefore the Habitats Regulations are satisfied. It is proposed that the following governance arrangements are established, with the partnership management structure to be reviewed on a 12 month basis:

- Cannock Chase SAC Joint Strategic Board to meet, or receive reports a minimum of quarterly, with an annual rotating chair from each local authority (as listed in the table at Appendix 1), and supported by the Cannock Chase SAC Project Officer once in post. It will consist of senior representatives from each of the organisations listed in this MoU. Advisory members may be co-opted to represent a specific area of interest or issue of consideration. Terms of Reference have been agreed and are at Appendix 3<sup>9</sup>.
- Cannock Chase SAC Project Group will meet quarterly or as required, to coordinate and quality assure project delivery, ie what is being delivered, where, when and by whom to avoid duplication of effort. This Group will be and supported by the Cannock Chase SAC Project Officer once in post, and consist of officers from each of the organisations listed in this MoU along with

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<sup>9</sup> Terms of Reference including membership and voting powers agreed through supporting documents at Appendix 3.

representatives from appropriate organisations in advisory roles. Terms of Reference have been agreed and are at Appendix 3<sup>10</sup>.

## **8.0 Commencement and Termination**

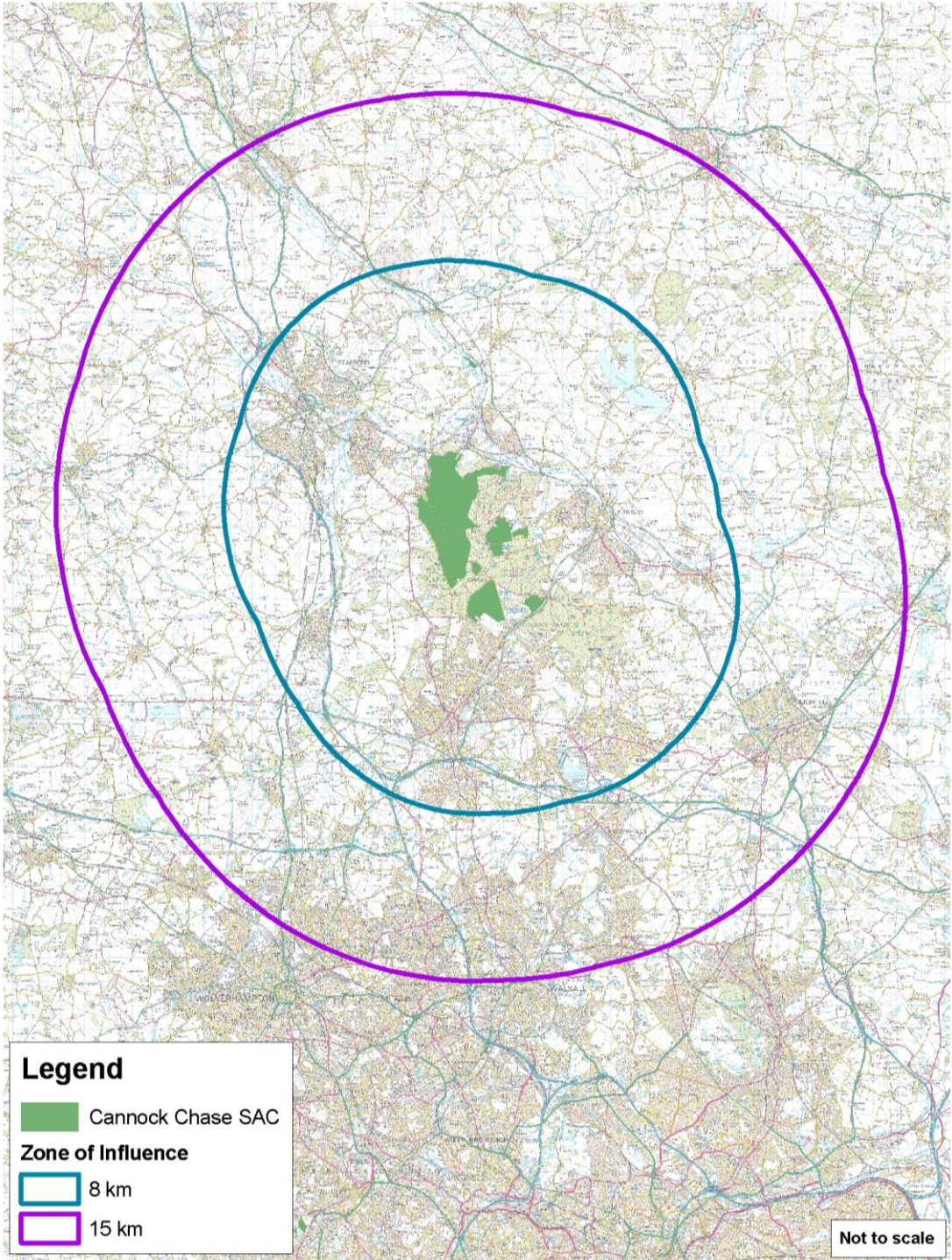
This MoU will take effect when it has been signed by all Parties. It is anticipated that this MoU will operate for a period of five years when it will be reviewed. It may be amended by agreement in writing between all Parties. A Partnership member may withdraw from the Partnership at any time by giving 12 months notice in writing to all Parties.

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<sup>10</sup> Terms of Reference including membership and voting powers agreed through supporting documents at Appendix 3.

Map 1

**Cannock Chase SAC Zones of Influence**



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### The Level of Contributions

The total cost of the programme of measures required to mitigate for the impact on Cannock Chase SAC of residential development within 15km of the Cannock Chase SAC proposed in current Local Plans over their Relevant Period is £1.97 million. The details of this programme are provided in the SAMMM at Appendix 2.

To provide certainty for the Development Plan process and for developers within the Zone of Influence and to ensure transparency and accountability a formulae approach has been adopted that sets out a mechanism for the calculation of developer contributions.

The total cost of the SAMMM has been divided between the Partner Authorities in proportion to the number of homes proposed within 0-8km of Cannock Chase SAC during the relevant period (as shown in Map 1). The table below sets out the housing numbers, percentage split and proportion of funding each Partner Authority within the 0-8km Zone of Payment is required to contribute.

**Table 1**

Local Authority in 0-8km Zone of Cannock Chase SAC	Housing numbers proposed in 0-8km zone	Percentage (%) of total housing delivery	Proportion of SAMMM cost requirement per authority (over housing related plan period)	Monies already collected or committed	Monies left to collect for SAMM delivery
South Staffordshire Council	150	1.8	£34,785	£0	£34,785
Cannock Chase District Council	1700	20.0	£394,232	£20,000	£374,232
Lichfield District Council	1715	20.2	£397,710	£96,500	£301,210
Stafford Borough Council	4900	57.7	£1,136,315	£487,315	£649,000
East Staffordshire Borough Council	30	0.4	£6,957	£0	£6,957
Walsall Metropolitan Borough Council	0	0.0	£0	£0	£0
<b>TOTAL</b>	8495				
<b>SAMM cost</b>	£1,970,000				

(April 2015)

These contributions will be index linked and subject to an annual review in line the 'All Items Group' (Item reference CHAW) of the Retail Prices Index.

It is at the discretion of individual Partner Authorities within the 0-8km Zone of Payment how to collect their total contribution. These details are included in each individual authority's 'Guidance to Mitigate the Impact of New Residential Development'. This document and the calculations it contains may be subject to review. Other types of development and windfall housing sites not included in the

## Memorandum of Understanding

calculations within the aforementioned Guidance have the potential to impact upon the SAC and these will need to be assessed and mitigation provided on an individual basis through discussions with Natural England and/or the relevant local authority. The estimated costings in the SAMMM will be monitored and may be reviewed and rates recalculated when the MOU is reviewed.

The option remains for developers to undertake a Habitats Regulations screening assessment and where necessary a full appropriate assessment to demonstrate that a proposal will not either alone or in combination adversely affect the integrity of the Cannock Chase SAC.

In order for the Developer Contributions Scheme to mitigate the negative effects of development, it is important that the mitigation measures are implemented in a timely manner which reflects the rate at which development comes forward. Each local planning authority will agree the timescale for the collection of developer contributions which are required to ensure that mitigation is in place prior to occupation to prevent additional harm arising to the Cannock Chase SAC.

The current mitigation programme relates to the delivery of 30,134 homes within the 0-15km Zone of Influence and 8,495 homes within the 0-8km Zone of Payment with a start date of 1<sup>st</sup> April 2011. Monitoring of housing delivery numbers will be undertaken on an annual basis. Where monitoring shows that delivery of either of these housing targets is being approached, a review of this MOU will be triggered and new housing targets and new mitigation measures will be considered.

**Strategic Access Management and Monitoring Measures**

The following table of mitigation measures and estimated costings has been prepared by Natural England in collaboration with the Cannock Chase SAC Partnership to set out proposed Strategic Access Management and Monitoring Measures (SAMMM) relating to Cannock Chase SAC.

<b>SAMMM Measure</b>	<b>Cost £000</b>	<b>Duration</b>	<b>Explanatory comments</b>
Project initiation: business plan; agreement of partner responsibilities (Memorandum); recruitment of project staff.	50	Year 0	A simple assumption that there is a cost in employing the Lichfield DC project team for project initiation.
Staff: one full-time project manager and one full-time visitor engagement officer	1400	Years 1 to 10	Project manager £40k salary plus overheads = £80K. Engagement officer salary £30K, plus overheads = £60K. Costs dependent on managing body. These staff set up and manage all consultancy and other contracts, and undertake all engagement work above
Engagement of three of four key sectors: walkers and dog walkers; cyclists; horse riders. Development of volunteering and education programmes. Promotional and interpretation material	30	Years 1 to 10	Cost here only includes the promotional and interpretation material, which would consist largely of web-based material. The other cost of sector engagement is staff time and is adequately built into the figures below
Strategies: an overarching strategy for visitors and nested strategies for car parking, track and footpath management and each visitor sector, plus a monitoring strategy	135	Years 2 & 3	Consultancy costs. Overarching strategy including monitoring £50K, car parking £40K, each of three visitor sectors £15K.
Physical management: improvement of paths and tracks; implementation of parking plan; way marking and on-site interpretation panels	255	Years 1 to 15	Contract costs. Paths and tracks: quoted cost £10 per m; 1km a year for 10 years; followed by 100m a year for 5 years. Assume implementation of a parking plan will be cost neutral (funded by car park charges) for car park closures. Allow approx. £100k for car park construction or modification (see note below). Panels and way marking £50K.
Monitoring	100	Years 4 to 15	Consultancy costs. Two repeats of the aerial survey of paths and tracks, £10K each to include ground truthing and targeted biological monitoring as necessary. Two visitor surveys 40K each.
<b>SAMMM Total</b>	<b>1,970</b>	<b>Years 1-15</b>	

# **Terms of Reference**



## Terms of Reference

### Cannock Chase SAC Joint Strategic Board

#### 1.0 Introduction

The Cannock Chase Special Area of Conservation (SAC) Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in Cannock Chase SAC. These Terms of Reference set out how the Cannock Chase SAC Joint Strategic Board (JSB) will work together to coordinate the delivery of a programme of mitigation, prepare and implement common plans and policies to protect the SAC, promote its understanding and appreciation to help to deliver sustainable development.

The objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained.

The Cannock Chase SAC Partnership as a whole will provide a vehicle for the agreement of mitigation measures, collection and use of planning obligation monies and monitoring of work carried out.

#### 2.0 Status

**Competent Authorities** include any statutory body or public office exercising legislative powers, whether on land or sea.

Each Competent Authority is individually responsible for meeting its duties under the Habitats Regulations. However by jointly preparing, implementing and reviewing the Strategic Access Management and Monitoring Measures (SAMMM), it is anticipated that the Competent Authorities will be able to more effectively achieve the aims of the Habitats Regulations in relation to the Cannock Chase SAC, than if they acted alone. This will also relieve individual applicants from the burden of preparation of evidence for Habitats Regulations Assessment and will streamline this aspect of the development management process. To this end the Competent Authorities for the Cannock Chase SAC have formed this legal partnership overseen by this JSB with the Project Group coordinating the delivery, the accumulation of funds and undertaking additional works as directed. The JSB has no additional powers but serves to ensure that all Competent Authorities contribute to the implementation of the mitigation measures.

#### 3.0 Composition

The membership of the JSB will comprise representatives of all of the Competent Authorities, as defined in the Habitats Regulations, for the Cannock Chase SAC and who have signed the Memorandum of Understanding.

- The JSB will comprise one senior officer or their officer representative from each of the Competent Authorities. Additional representatives may attend at the discretion of the Chairman.

#### 4.0 Board Structure and Procedures

- No Competent Authority will have authority over any of the other JSB members.

## Memorandum of Understanding

- The JSB will meet, or receive reports produced by an officer in a project management role, a minimum of quarterly;
- Meetings of the Board will be chaired by each Competent Authority in turn.
- Officer support and secretariat services will be provided by the Cannock Chase SAC Project Officer (as defined in the SAMMM) once in post. The current administrative situation will continue until the Project Officer is in post.
- Agendas, reports and minutes of meetings will be circulated to relevant stakeholders.
- The Project Group will be represented at meetings of JSB.
- Wherever possible, decisions made at the JSB will be by means of consensus. A quorum of 50% attendance plus one member will be required for decisions to be ratified. Where a decision is needed urgently, the incoming Chair has delegated authority to make the decision. This must then be reported to the next meeting for retrospective agreement.
- Where a member of the Partnership has proposed a project outside the agreed measures (SAMMM) that body is not entitled to vote on that item.
- Voting rights are limited to the full members of Cannock Chase SAC Partnership, one vote per full member authority.
- The Cannock Chase SAC Project Officer (when in post) will not be entitled to vote.
- With the agreement of members of the JSB members, advisory members may be co-opted to represent a specific area of interest or issue of consideration

### 5.0 Remit

The JSB:

- Will exercise its function to secure compliance with the requirements of the Habitats Regulations.
- Will provide a forum for discussion of issues and coordination of activity.
- Will oversee the development, implementation and monitoring of the SAMM, and agree an annual work programme and milestones based upon future projections in order to work towards achieving the Conservation Objectives for the SAC.
- Receive and review an annual report on the collection, management and spending of the planning obligations funding.
- Expects that representatives will commit to the actions for delivery within their respective organisations;
- Will review performance and delivery of actions within the plan and make decisions to ensure timely corrective action can be taken where necessary.
- Will advise/steer the Project Group on changing priorities based on evidence and commit to new actions where there is a shortfall in a timely manner.
- Will approve a working budget for the Cannock Chase SAC Project Officer once in post or the officer undertaking this role in the interim.
- Will assess projects outside the SAMMM over £10,000 for evidence that they are cost effective and provide greater additional mitigation than those within the SAMMM.
- Will rely on input from the Project Group to help inform their decisions and will direct the Project Group where additional/different actions are required.
- Will agree the frequency of the Project Group meetings.
- Will act on behalf of the Partnership organisations in commissioning studies, surveys and reports or other work on relevant matters, including making bids for joint funding and grants relating to the objectives of the body.

## Memorandum of Understanding

- Represent the Cannock Chase SAC and its objectives at public meetings, events, workshops and conferences as and when necessary and, promote and champion the work of the Partnership.
- Will review its Terms of Reference as may be appropriate.

## Cannock Chase SAC Project Group

### Terms of Reference

#### 1.0 Introduction

The Cannock Chase Special Area of Conservation (SAC) Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in Cannock Chase SAC. These Terms of Reference set out how the Cannock Chase SAC Project Group will work together to coordinate the delivery of a programme of mitigation, prepare and implement common plans and policies to protect the SAC, promote its understanding and appreciation to help to deliver sustainable development.

The objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained.

The Cannock Chase SAC Partnership as a whole will provide a vehicle for the agreement of mitigation measures, collection and use of planning obligation monies and monitoring of work carried out.

#### 2.0 Status

**Competent Authorities** include any statutory body or public office exercising legislative powers, whether on land or sea.

Each Competent Authority is individually responsible for meeting its duties under the Habitats Regulations. However by jointly preparing, implementing and reviewing the Strategic Access Management and Monitoring Measures (SAMMM), it is anticipated that the Competent Authorities will be able to more effectively achieve the aims of the Habitats Regulations in relation to the Cannock Chase SAC, than if they acted alone. This will also relieve individual applicants from the burden of preparation of evidence for Habitats Regulations Assessment and will streamline this aspect of the development management process. To this end the Competent Authorities for the Cannock Chase SAC have formed this legal partnership overseen by the Joint Strategic Board (JSB) with the Project Group coordinating the delivery, the accumulation of funds and undertaking additional works as directed. The JSB has no additional powers but serves to ensure that all Competent Authorities contribute to the implementation of the mitigation measures.

#### 3.0 Composition

The membership of the Project Group will comprise all of the Competent Authorities, as defined in the Habitats Regulations, for the Cannock Chase SAC and who have signed the Memorandum of Understanding.

- The Project Group will comprise appropriate officers of the Competent Authorities
- Officers or technical / professional representatives of stakeholder organisations, by invitation.

#### 4.0 Structure and Procedures

- The Project Group will meet a minimum of quarterly.
- Meetings of the Project Group will be chaired by each Competent Authority in turn.
- Officer support and secretariat services will be provided by Cannock Chase SAC Project Officer (as defined in the SAMMM) once in post. The current administrative situation will continue until the Project Officer is in post.
- A minimum of 1 member of the Project Group will represent the group at the JSB meetings.
- A quorum of 50% attendance plus one member will be required for decisions to be ratified. Where a decision is needed urgently, the incoming Chair has delegated authority to make the decision. This must then be reported to the next meeting for retrospective agreement.
- Where a member of the Partnership has proposed a project outside the agreed SAMMM that body is not entitled to vote on that item
- Voting rights are limited to the Relevant Authorities, one vote per full member authority.
- The Cannock Chase SAC Project Officer (when in post) will not be entitled to vote.
- With the agreement of members of the Project Group, advisory members may be co-opted to represent a specific area of interest or issue of consideration.

#### 5.0 Remit

The Project Group will be responsible, with external support where agreed, for undertaking the following:

- Advise the JSB as necessary on issues relating to and impacting upon the SAC
- Will coordinate the implementation of the SAMMM
- Provide technical support to the JSB, prepare reports for the JSB's consideration and carry out such actions as may be instructed by the JSB.
- Undertake work identified in the annual work programme or as otherwise prioritised.
- Agree an annual monitoring report for the year ending 31<sup>st</sup> March prepared by the Cannock Chase SAC Project Officer (once in post), together with regular updates on progress for the Board.
- Prepare, agree and maintain a five year rolling project plan, based upon the objectives of the Partnership.
- The Project Group may establish small project or working groups, resourced as necessary, to progress issues related to delivering the agreed annual work programme.
- Use of delegated authority to consider project substitution up to a value of £10K where projects outside of the SAMMM can be proved to provide greater or additional mitigation to those within the SAMMM.
- Identification of alternative mitigation projects
- Represent the Cannock Chase SAC and its objectives at public meetings, events, workshops and conferences as and when necessary and, promote and champion the work of the Partnership.
- Annually review the collection, management and spending of the planning obligations funding and prepare an annual report for the JSB.
- Provide information to allow the levels of residential development, spend and outcomes of project work to be monitored.
- Will review its Terms of Reference as may be appropriate.

**Signatories:**

**For Cannock Chase District Council**

Name: J. Aupers JUDITH AUPERS  
Position: HEAD OF GOVERNANCE / AUTHORIZED OFFICER

**For East Staffordshire Borough Council**

Name: SAL KHAN  
Position: HEAD OF SERVICE

Name: Julia Jessel  
Position: COUNCILLOR / CABINET MEMBER PLANNING & NEIGHBOURHOODS

**For Lichfield District Council**

Name: RICHARD KING  
Position: STRATEGIC DIRECTOR  
Name: Jan M. P...  
Position: COUNCILLOR

**For South Staffordshire District Council**

Name: ROBERT MCCARDLE  
Position: COUNCILLOR - CABINET MEMBER STRATEGIC SERVICES

Name: ANDY JANSSEN  
Position: DIRECTOR (PLANNING & STRATEGIC SERVICES)

**For Stafford Borough Council**

Name: Janice Heath  
Position: COUNCILLOR / CABINET MEMBER PLANNING & REGENERATION

**For Wolverhampton City Council**

Name: D. P. Edwards P. A. Wilson

Position: Service Director Cabinet Member  
City Assets. City Assets

**For Staffordshire County Council**

Name: Ian Wyles

Position: COMMISSIONER FOR THE RURAL COUNTY

Date on final signatory: 12<sup>th</sup> May 2016

**Those we contact regarding the Duty to Cooperate**

County Councils

Staffordshire County Council

Warwickshire County Council

Derbyshire County Council

Leicestershire County Council

Shropshire County Council

Unitary authorities

Birmingham City

Walsall Council

Wolverhampton Council

Worcestershire County Council

Solihull Borough Council

Dudley Council

Sandwell Council

Telford Council

Coventry Council

District authorities

Cannock Chase District Council

Stafford Borough Council

East Staffordshire Borough Council

Tamworth Borough Council

South Staffordshire District Council

Stoke City Borough Council

Staffordshire Moorlands District Council

North Warwickshire District Council

Newcastle Borough Council

North West Leicestershire District Council

South Derbyshire Council



Nuneaton and Bedworth Council

Rugby Borough Council

Hinckley and Bosworth Borough Council

Daventry District Council

Cherwell and South Northamptonshire Council

Harborough District Council

Bromsgrove and Redditch Borough Council

Wyre Forest District Council

Natural England

Historic England

Environment Agency

Homes and Communities Agency

Highways England

Sport England

Network Rail

North Staffordshire Clinical Commissioning Group

NHS England

Civil Aviation Authority

Office of Rail Regulation

Ministry of Defence

Integrated Transport Authority – Transport for West Midlands

HSE

Greater Birmingham and Solihull Local Enterprise Partnership (GBSLEP)

South Staffordshire Local Enterprise Partnership (SSLEP)

Black Country Local Enterprise Partnership

The Localism Act 2011 and the NPPF also require local planning authorities work collaboratively with private sector bodies, utility and infrastructure providers. For Lichfield District this is:

South Staffs Water

Severn Trent Water

National Grid

Western Power

Burntwood Business Community

Lichfield City BID

Cannock Chase AONB Unit

Black Country Consortium

HBF

**From:** Baldwin, Ashley [<mailto:Ashley.Baldwin@lichfielddc.gov.uk>]  
**Sent:** 23 August 2016 11:19  
**Subject:** Lichfield District Council - Local Plan Allocations

Dear Colleagues

If you are signed up our consultation database you will have received an email/ letter inviting you to a new consultation event. The consultation is to inform the development of the Local Plan Allocations document with Publication consultation to follow. In addition to this we'd like to take this opportunity to offer to meet with you as a Duty to Cooperate partner/ interested party and discuss any thoughts/ inputs you wish to make in relation to the preparation of the Local Plan Allocations document. If you would like to do this please contact me at your earliest convenience.

You can feed into the Local Plan Allocations via our consultation portal, which also provides further context behind the scope of the Local Plan Allocations document - <https://www.lichfielddc.gov.uk/allocations>

Kind Regards

**Ashley Baldwin**

Spatial Policy and Delivery Manager (Spatial Policy and Delivery) - Democratic, Development & Legal Services, Lichfield District Council

Tel. 01543 308147

E. Mail [Ashley.baldwin@lichfielddc.gov.uk](mailto:Ashley.baldwin@lichfielddc.gov.uk)

**From:** Baldwin, Ashley  
**Sent:** 27 March 2017 11:51  
**To:**  
**Subject:** Lichfield District Council - Local Plan Allocations Publication stage consultation

Dear Sir/ Madam

If you are on our consultation database you will have notification of our current Local Plans Allocations Publication consultation. The consultation runs from the 20<sup>th</sup> March – 12<sup>th</sup> May and as part of this consultation if you would wish to meet us as part of Duty to Cooperate discussions please do not hesitate to contact me.

You will find the Publication document and associated evidence at:  
[www.lichfielddc.gov.uk/Allocations](http://www.lichfielddc.gov.uk/Allocations).

Kind Regards

Ashley Baldwin  
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**From:** Hollins, Heidi [<mailto:Heidi.Hollins@lichfielddc.gov.uk>]  
**Sent:** 08 January 2018 14:14  
**To:** Baldwin, Ashley  
**Subject:** Message for Duty to Cooperate partners

Dear Duty to Cooperate partner

A revised consultation on the Local Plan Allocations has commenced today and will run until the 19<sup>th</sup> February. A copy of the consultation document and material will be available at: [www.lichfielddc.gov.uk/Allocations](http://www.lichfielddc.gov.uk/Allocations) and through our consultation portal <http://lichfielddc-consult.limehouse.co.uk/portal>.

Should you have any queries or receive any queries please do not hesitate to contact myself or one of the team who can be contacted by calling 01543 308192.

Regards

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DTC matters identified in the Local Plan Strategy Inspectors report of January 2015:

The Inspector to the Local Plan Strategy has considered if the Local Plan Strategy met its duty to cooperate. Within his report he identified five matters which included:

1. Tamworth and Cannock housing needs
2. East Staffs – Brookhay
3. Birmingham
4. Walsall
5. Transportation and Infrastructure provision – CP5

Tamworth and Cannock housing needs

The Inspector stated in January 2015 that through the Local Plan, Lichfield District Council had agreed to make provision for agreed amounts of housing to meet the needs of Cannock Chase Council and Tamworth Borough Council. The provision for Cannock has now been delivered in the form of development at Rugeley Power Station (Hawksyard).

The provision for Tamworth Borough was estimated at 1,000 dwellings, 500 of which would be located in Lichfield and Lichfield identified through the Local Plan Strategy a broad development location. The Inspector notes that between the Local Plan initial hearings and the modifications examinations Tamworth Borough subsequently sought a greater amount and had estimated the shortfall to be 2,000 dwellings plus an area of employment land.

The Inspector in January 2015 at para 11 notes ‘Lichfield District Council signed a MoU in which it and North Warwickshire agree to deliver a proportion of the remaining 1,000 dwellings. It has, however, yet to be established how many of the 1,000 additional houses will be located in Lichfield.’

Lichfield District proposed to deal with this through the Local Plan Strategy and the approach that Lichfield would accommodate some of Tamworth’s growth, which depending on the scale of that growth, would be done either through an early review or partial review of the Plan or through the Local Plan Allocations document. The Inspector considered this ‘the best way forward’ he states at para 12 of his report:

‘I see no merit in the suggestion that Tamworth’s housing shortfall should be met entirely within the Tamworth, Cannock, Lichfield Housing Market Area – which in practice would mean entirely within Lichfield – because this was the area used when calculating housing requirements. This ignores both the undisputed links that exist between North Warwickshire and Tamworth and the fact that North Warwickshire has agreed to take a proportion of Tamworth’s housing needs.

13. It is true that meeting Tamworth’s needs could involve the scale of development in Lichfield that would typically be regarded as a strategic matter to be dealt within in the Plan itself. However, the Council has been placed in the position of having to react, very late in the plan making process, to a major change in circumstances not of its own making. MM1 is a pragmatic way of introducing sufficient flexibility into the Plan to achieve this end’ (January 2015)

MM1 refers to the reference for Main Modification 1 which has subsequently been adopted and states:

‘4.6 Following discussions falling under the Duty to Co-operate Lichfield District Council recognises that evidence is emerging to indicate that Birmingham will not be able to

accommodate the whole of its new housing requirements for 2011-2031 within its administrative boundary and that some provision will need to be made in adjoining areas to help meet Birmingham's needs. A similar situation applies, albeit on a lesser scale, in relation to Tamworth. Lichfield District Council will work collaboratively with Birmingham, Tamworth and other authorities and with the GBSLEP to establish, objectively, the level of long term growth through a joint commissioning of a further housing assessment and work to establish the scale and distribution of any emerging housing shortfall. In the event that the work identifies that further provision is needed in Lichfield District, an early review or partial review of the Lichfield District Local Plan will be brought forward to address this matter. Should the matter result in a small scale and more localised issue directly in relation to Tamworth then this will be dealt with through the Local Plan Allocations document.'

(January 2015)

In conclusion, provision was made within the Local Plan Strategy for a Broad Development Location to the North of Tamworth. Assisting Tamworth Borough meet its housing needs is still an ongoing strategic matter and is considered further below. It is recognised through Duty to Cooperate discussions and representations from Tamworth that there is still a shortfall of 825 dwellings. This will be addressed through the Local Plan Review in a strategic manner, linking to the wider GBHMA shortfall.

#### East Staffordshire

The Inspector to the Local Plan Strategy stated that the strategic matter raised as a cross boundary issue with East Staffordshire related to providing for Birmingham City Council's housing need. This matter is therefore considered in this section below.

#### Birmingham

The inspector to the Local Plan Strategy noted in January 2015 at para 18 that 'it had been confirmed that there will be a shortfall in housing supply across the areas covered by the Greater Birmingham and Solihull Local Enterprise Partnership (the LEP) much of which will derive from Birmingham's inability to meet its own needs for housing. It has become apparent that the LEP Joint Housing Study and the LEP Strategic Spatial Plan will play an important role in determining how much housing growth individual authorities such as Lichfield will take in the future to help make up the shortfall. However, at the time of the resumed hearings work on these was not advanced enough to say with any certainty how much growth Lichfield would need to accommodate.' The Inspector considers the matter further and at para 22 concludes:

'22. The Council and its neighbours are at the early stages of an ongoing and complex process and I do not seek to underestimate the procedural, technical and political challenges they will have to surmount. Nonetheless they have made a constructive start to tackling the cross-boundary issues of how large the housing shortfall over the wider housing market area will be and how it should be distributed. The efforts they have made go well beyond consultation and amount to more than a mere agreement to agree. MM1 (quoted above at para....) commits the Council to an early review of the Plan if there is a need for further housing.

23. That being so I do not consider it necessary to specify a time by which this review will take place nor do I consider that there is a need, as was suggested at the resumed hearings, to start afresh and prepare a new plan once the amount of the shortfall in housing provision which will be accommodated in Lichfield has been established.' (January 2015)

The Local Plan Strategy was adopted with the Main Modification (MM1) now known as para 4.6 in the Local Plan Strategy and referred to above. Paragraph 4.6 refers to the housing shortfall of Birmingham, Tamworth and other authorities and with the GBSLEP, which following more up to date evidence can now be referred to as the GBHMA. The housing needs of the GBHMA are an ongoing strategic matter, however the position with regards to the evidence available to address the matter remains unchanged from the position at the writing of the Inspectors Report and the subsequent adoption of the Main Modification/Local Plan Strategy in that work has 'not advanced enough to say with any certainty how much growth Lichfield would need to accommodate' The matter is a strategic matter albeit not currently one which can be addressed by this Plan. The Local Plan Allocations document does not seek to change paragraph 4.6 of the Local Plan Strategy and the District Council is committed to working with its partners in the GBSLEP and GBHMA and has worked constructively, actively and in an ongoing manner to address this strategic matter.

Whilst not a matter which the Allocations Plan is seeking to address **Appendix A Table A** demonstrates updates the on-going commitment to meeting this cross boundary strategic matter.

### Walsall

Walsall Council had sought reference within the Local Plan Strategy that the Plan should not undermine regeneration in neighbouring areas. The matter was addressed in the supporting text at para 9.6 of the Local Plan Strategy and this matter is deemed to have been as addressed.

### Transport and Infrastructure Provision

The Inspector noted that the Council had cooperated with all the bodies responsible for highways and transportation provision in and beyond its area such as Staffordshire County Council, the Highways Agency<sup>1</sup>, Centro and Network Rail. He noted that 'none of them has raised any concern that the housing or employment policies were out of step with or compromise their strategies. Moreover these bodies are working with the Council to provide a range of highway and transportation improvements as set out in Core Policy 5 of the Plan.'

### Inspector's Conclusion on the Duty to Co-operate

The inspector concluded in January 2015 that:

'The Plan contains proposals to help the housing needs of neighbouring councils at Tamworth and Cannock Chase. However, mindful of the fact that cooperation should be a continuous process of engagement from initial thinking through to implementation the Council has reacted constructively to information that emerged shortly before and during the hearings. This information indicated that Birmingham would not be able to meet its own housing needs and that Tamworth would require more assistance to meet its housing needs. In essence it has, in cooperation with these neighbours, devised an arrangement whereby an early review or partial review of the Plan will be carried out if it transpires that further housing provision needs to be made in Lichfield District.

29. On the basis of this evidence I consider that it is reasonable to conclude that the Council has cooperated constructively, actively and on an ongoing basis with relevant bodies on strategic matters of housing and transportation and in doing so has maximised the effectiveness of the plan making process.' (January 2015).

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<sup>1</sup> Highways England