

# Draft Final Terms of Reference for the River Mease SAC Programme Board and Technical Group

The Programme Board and the Technical Group wish to review their existing terms of reference (Minutes 21.7.17) it was agreed that an initial draft would be prepared by Lichfield District Council for consideration by the Partnership.

Terms of Reference were identified for the River Mease Partnership in the Water Quality Management Plan June 2011. In addition the Programme Board agreed on 15<sup>th</sup> October 2014 to delegate some authority to the Technical group to sign off projects.

At the Programme Board meeting of the 29<sup>th</sup> June, 2017 the Terms of Reference from the Cannock Chase SAC Partnership (CCSAC) were circulated. The CCSAC has a similar structure and the same principle function as the River Mease Partnership and it was considered appropriate to see if the CCSAC Terms of Reference could be used as a template.

On this basis a first draft of a revised Terms of Reference was circulated for consideration. The Programme Board delegated it firstly for review by the Technical Group, this was undertaken at the Technical Group on 14<sup>th</sup> December 2017. A number of points remain to be clarified, however all other points have been included within this revised draft. Version 3 has been circulated to the Technical Group and the Programme Board.

## Terms of Reference 14<sup>th</sup> March, 2018

### River Mease SAC Programme Board

#### **Introduction**

The River Mease Special Area of Conservation (SAC) Partnership provides a framework for the co-ordination between statutory bodies having land use planning responsibilities for the River Mease SAC and STW as the largest organisation responsible for the network for waste water treatment and disposal within the catchment. These terms of Reference set out how the River Mease Programme Board will work together to co-ordinate plans and policies to protect and enhance the SAC, promote its understanding and appreciation to help deliver sustainable development and achieve the conservation target within the Water Framework Directive.

The Objective of the Partnership is to use statutory processes and specific measures to secure appropriate mitigation for the impacts on the River Mease SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring the integrity of the River Mease SAC is maintained.

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

The Programme Board will have no additional powers but will be responsible and accountable for delivery of identified actions for their respective organisations and for committing the appropriate resources.

#### **Composition**

Version 4 14/3/2018

The membership of the Programme Board will comprise representatives from the Competent Authorities<sup>1</sup>, as defined in the Habitat Regulations for the River Mease SAC and Severn Trent Water PLC as the largest organisation responsible for the network for waste water treatment and disposal within the catchment.

**Membership:** Northwest Leicestershire District Council, South Derbyshire District Council, Lichfield District Council, Leicestershire County Council, Derbyshire County Council, Staffordshire County Council, Environment Agency, Natural England and Severn Trent Water PLC.

The Programme Board will comprise one senior officer or their representative from each of the Competent Authorities and Severn Trent Water. Additional representatives may attend at the discretion of the Chairman.

### **Board Structure and Procedures**

- No member of the Board will have authority over any of the other Board members
- The Programme Board will nominate a Chairman, and review this annually.
- The Programme Board will meet, or receive reports produced by an officer in a project management role, a minimum of quarterly;
- Officer support and secretarial services will be provided by Environment Agency.
- Agendas, reports and minutes of meetings will be circulated to members
- The Technical Group will be represented at the Programme Board – but will have no voting powers
- Wherever possible decisions made by the Programme Board 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 chair following email input from the Technical Group giving technical and legislative advice as appropriate 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 is seeking funding from the DCS and has proposed a project outside the agreed measures in the (DCS) that body is not entitled to vote on that item.
- Voting rights are limited to the full members of the River Mease SAC Partnership, one vote per member.
- The River Mease Project Officer will not be entitled to vote.
- With the agreement of members of the Programme Board, advisory members may be co-opted to represent a specific area of interest or issue of consideration

### **Remit**

The Programme Board:

- Will exercise its function to secure compliance with the requirements of the Habitat Regulations
- Will provide a forum for discussion of issues and co-ordination of activity

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<sup>1</sup> Competent Authorities include any statutory body or public office exercising legislative powers, whether on land or sea.

- Will oversee the development, implementation and monitoring of the DCS, and agree and 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
- Expect that representatives will commit to the actions for delivery within their respective organisations
- Will review performance and delivery actions within the DCS and take timely and corrective action where necessary
- Will rely on input from the technical group to help inform their decisions and will direct the technical group where additional/different actions are required
- Will approve a working budget for the River Mease Project Officer once in post or the officer undertaking this role in any interim periods.
- Will at such time as the Project Officer Role is vacant, consider the need to fill the role of Project Officer on an interim basis and where appropriate delegate some or all of the duties of the Project officer to a full member of the Partnership and agree appropriate remuneration for these duties.
- Delegate to the Technical Group the substitution of projects in the DCS or the approval of new projects if projects arise which remove more than the average amount of P per project and the approximate installation costs are lower, additional value for P can be achieved (ie a £60K project that removes marginally more P than a £5K project is not considered value for money) and may allow additional projects to proceed thus exceeding the 700g P reduction predicted. This applies to projects upto the value of £25k provided that the £ per gram P removed calculation is less than 75% of the average appendix 1 values (i.e £175/g) The average £per gram of P removed for the DCS Appendix 1 list is £233/g. The new/substitute project will only be accepted if a quorum of 8 is in attendance at the Technical Group with a majority vote reached and documented. The substitution/new project and the reasons will, within 2 weeks of the decision be reported to the Programme Board.
- Will agree the frequency of the technical group meetings
- Will review these terms and conditions and those of the technical group as may be appropriate.
- Will advise the Partnership at the earliest opportunity of any additional legal obligations or permissions/licences necessary to deliver the DCS/projects discussed and which are required by their organisation, such as planning permission, and assist the person in the project officer role with the necessary administrative procedures as appropriate.

Terms of Reference 14<sup>th</sup> March, 2018

## River Mease SAC Technical Group

### Introduction

The River Mease Special Area of Conservation (SAC) Partnership provides a framework for the co-ordination between statutory bodies having land use planning responsibilities for the River Mease SAC and STW, landowners and other key organisations within the River Mease Catchment. These

terms of Reference set out how the River Mease Technical Group will work together to co-ordinate plans and policies to protect and enhance the SAC, promote its understanding and appreciation to help deliver sustainable development and achieve the conservation target within the Water Framework Directive.

The Objective of the Partnership is to use statutory processes and specific measures to secure appropriate mitigation for the impacts on the River Mease SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring the integrity of the River Mease SAC is maintained.

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

The Technical Group will have no additional powers but will be responsible and accountable for delivery of identified actions from the Programme Board within their respective organisations and provide the Programme Board with technical advice to enable them to achieve their objective.

### **Composition**

The membership of the Technical Group will comprise representatives from the Competent Authorities, as defined in the Habitat Regulations for the River Mease SAC. It will also comprise Severn Trent Water PLC and other interested parties such as landowners.

**Membership:** Northwest Leicestershire District Council, South Derbyshire District Council, Lichfield District Council, Leicestershire County Council, Derbyshire County Council, Staffordshire County Council, Environment Agency, Natural England and STW and other officers or technical representatives of stakeholder organisations, by invitation.

### **Structure and Procedures:**

- The Technical Group will meet a minimum of quarterly;
- Officer support and secretarial services will be provided by Environment Agency
- Meetings of the Technical Group will be chaired by a member (*Did we want to keep the EA as Chair or rotate this?*) who are also members of the Programme Board and reviewed annually?
- A minimum of 1 member of the Technical Group shall represent the Group at the Programme Board.
- Wherever possible decisions made by the Technical Group 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 chair, following email input from the Technical Group giving technical and legislative advice as appropriate 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 is seeking funding from the DCS and has proposed a project outside the agreed measures in the (DCS) that body is not entitled to vote on that item where they would benefit financially from the scheme.
- Voting rights are limited to one vote per organisation.

- The River Mease Project Officer will not be entitled to vote.
- With the agreement of members of the Programme Board, advisory members may be co-opted to represent a specific area of interest or issue of consideration

### **Remit**

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

- Advise the Programme Board as necessary on issues relating to and impacting upon the SAC
- Provide a forum for discussion of issues and co-ordination of activity
- Co-ordinate the implementation of the DCS.
- Provide technical support to the Programme Board, prepare reports for the Programme Board to consider and carry out such actions as may be instructed by the Programme Board.
- Undertake work identified in an annual work programme or as otherwise prioritised.
- Prepare, agree and maintain a five year rolling project plan, based upon the objectives of the Partnership.
- Annually review the collection, management and spending of the planning obligations funding and agree an annual monitoring report for the year ending 31<sup>st</sup> March prepared by the project officer/NWLDC.
- Assist in the preparation of quarterly reports prepared by the Project Officer on the delivery of the annual work programme.
- The Technical Group may establish small project or working groups, resourced as necessary, to progress issues related to delivering the agreed annual work programme.
- Identification of alternative mitigation projects.
- Approve under delegated powers from the Programme Board the substitution of projects in the DCS or the approval of new projects if projects arise which remove more than the average amount of P per project and the approximate installation costs are lower, additional value for P can be achieved (ie a £60K project that removes marginally more P than a £5K project is not considered value for money) and may allow additional projects to proceed thus exceeding the 700g P reduction predicted. This applies to projects upto the value of £25k provided that the £ per gram P removed calculation is less than 75% of the average appendix 1 values (i.e £175/g) The average £per gram of P removed for the DCS Appendix 1 list is £233/g. The new/substitute project will only be accepted if a quorum of 50% plus 1 member who are also members of the Programme Board are in attendance at the Technical Group and a majority vote is reached and documented. The substitution/new project and the reasons will, within 2 weeks of the decision be reported to the Programme Board.
- Represent the River Mease Partnership and its objectives at public meetings, events, workshops and conferences as and when necessary and, promote and champion the work of the Partnership.
- Provide information to allow the levels of residential development, spend and outcomes of project work to be monitored.
- Will review these terms and conditions as may be appropriate.
- Will advise the Partnership at the earliest opportunity of any additional legal obligations or permissions/licences necessary to deliver the DCS/projects discussed and which are required

by their organisation, such as planning permission, and assist the person in the project officer role with the necessary administrative procedures as appropriate.

### **Status**

Each Competent Authority (as defined by the Habitat Regulations) is individually responsible for meeting its duties under the Habitat Regulations. However by jointly preparing, implementing and reviewing documents, such as the Developer Contributions Scheme (DCS) it is anticipated that the beneficial impact upon the River Mease SAC will be more effective than if they acted alone. Through preparation of documents such as the DCS this will also relieve individual applicants from the burden of preparation of evidence for Habitat Regulations Assessment and will streamline this aspect of the development management process.