

# **BASINGSTOKE CANAL JOINT MANAGEMENT COMMITTEE**

**8 April 2009**

## **Basingstoke Canal: Memorandum of Agreement and Terms of Reference and Constitution of the Joint Management Committee**

### **Memorandum of Agreement**

- 1 At its last meeting on 17 October 2008 the Joint Management Committee (JMC) agreed a draft memorandum of agreement including revised terms of reference and constitution for the JMC. Following the Committee the chairman County Councillor David Munro wrote to each of the constituent local authorities to ask them to agree the memorandum.
- 2 Each of the local authorities has responded to support in principle the memorandum. However Runnymede, Surrey Heath and Guildford Borough Councils are unable to meet the full funding requested under the funding formula. Runnymede Borough Council are concerned about how the funding formula has been devised as it takes account of the population within a 5 mile radius either side of the Canal. The Canal forms a boundary between Runnymede and Woking and Elmbridge Borough Councils. Runnymede Borough Council suggest that a significant proportion of the population accounted for in the calculation would therefore not be Runnymede residents. This calculation is to be checked with the Hampshire County Council staff who undertook the original calculation and a verbal report will be given at the Committee.
- 3 Both Runnymede and Surrey Heath Borough Councils are prepared to offer to make up in kind contributions and support applications for external funding. The Canal Director is discussing these with the two Borough Councils.
- 4 Guildford Borough Council contributes to the Canal budget by way of an annual grant and is not suggesting an in kind contribution at present.
- 5 The Canal Director now is suggesting that rather than prepare two separate operational plans: the Canal Centre Development Plan and the Recreational Development Plan, and in view of the links between the two subjects that one combined document will be prepared: the Canal Visitor Centre and Recreational Development Plan. The memorandum of agreement has been amended to reflect this change and this is attached as **APPENDIX 1**.

### **Service Level Agreement**

- 6 Runnymede Borough Council has commented on a typing error in the service level agreement and suggested that the agreement should be clear that the JMC determines funding contributions from each of the local authorities, but that it is each local authority themselves who finally determines their individual contribution. The wording in paragraph 14 has been amended to reflect that

the JMC proposes estimates which are recommended to the local authorities for inclusion in their own budget estimates. It is proposed to follow this wording in the service level agreements and also to include reference to in kind and other support.

### **Terms of Reference and Constitution of the JMC**

- 7 None of the local authorities has raised any issues regarding the revised terms of reference and constitution of the JMC. It is therefore proposed the JMC should adopt the amended version as attached as **APPENDIX 2**.
- 8 It is proposed the Committee should agree whether to co-opt up to 8 advisory non-voting individuals and representatives of special interest groups as set out in **APPENDIX 2**, section 4(v):-
  - 2 representatives from the Surrey and Hampshire Canal Society
  - 1 representative from Natural England
  - up to 5 other non-voting individuals and representatives of special interest groups.

### **RECOMMENDATION**

It is recommended the Committee should agree to:-

- 1 Adopt the memorandum of agreement of the Basingstoke Canal Partnership as attached in **APPENDIX 1**.
- 2 Agree the Canal Director should amend the wording of the service level agreement as set out in paragraph 6 above and conclude agreements with each of the local authorities for 2009/10.
- 3 Agree whether to co-opt up to 8 advisory non-voting individuals and representatives of special interest groups as set out in paragraph 8 above.

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**BASINGSTOKE CANAL PARTNERSHIP  
MEMORANDUM OF AGREEMENT**

**Introduction**

- 1 The Basingstoke Canal Partnership is set up to manage the Canal, as a navigation, for the benefit of Canal users, to optimise its biodiversity and conservation value and to provide wider benefits for amenity, drainage and in other appropriate ways. The Partnership consists of Surrey and Hampshire County Councils, the riparian borough and district councils and a number of other organisations and individuals who are committed to the Canal's conservation, improvement and sustainable use.
- 2 The aim of this memorandum of agreement is to set out the management arrangements including roles and responsibilities for the Partnership as from April 2009 onwards.
- 3 The Basingstoke Canal is owned, on behalf of the Partnership by Surrey and Hampshire County Councils. All members of the Partnership will contribute to the operation and success of the Canal as set out in this memorandum.

**Strategic Direction and Business Plan**

- 4 The Partnership's medium term strategic direction is to be set out in its Strategic Plan which will be discussed and agreed in March 2009 to run from 2009 to 2014. The Strategic Plan will be reviewed at the least at five yearly intervals. The Strategic Plan will set out what the Partnership is, who is a member of the Partnership and the Partnership's aims, objectives, organisation and management.
- 5 The Strategic Plan will be underpinned by a number of operational plans. These will include:
  - Service Plan – setting out the management and operational objectives and performance measures and medium term targets. This Plan will refer to a number of other operational documents such as the Emergency Procedures which set out operational procedures in particular for dealing with emergencies on the Canal to ensure the safety of Canal users, the public and property. The Service plan will be agreed in March 2009
  - Conservation Management Plan – setting out the assessment of the Canal's habitats and natural and semi-natural features, and plans and programmes for the management of those habitats and features. Related documents will include a tree management policy. The Conservation Management Plan was agreed in October 2008.
  - Asset Management Plan – setting out the assessment of the Canal's structures, and plans and programmes for the management, restoration and repair of those structures and the funding of this. The Asset Management Plan will be agreed in 2010.
  - Canal Visitor Centre and Recreational Development Plan – setting out the assessment of the opportunities for use of the Canal Centre including the adjoining land and the assessment of the recreational potential of the Canal and plans and

programmes to realise the potential including for boating, moorings, angling, walking, income generation and in other ways. The Canal Visitor Centre and Recreational Development Plan will be agreed in 2009.

- 6 It is expected that the Strategic Plan to be agreed in 2009 will refer back to the document setting out options for future management of the Canal which was prepared and agreed by the Joint Management Committee in 2006. In particular it is expected that the Strategic Plan 2009 to 2014 will include a programme of work to consider the possibility of establishing a Trust to run the Basingstoke Canal. Clearly if in due course a Trust was to be agreed and established then this memorandum of agreement would be reviewed and revised in line with the agreed new arrangements.
- 7 Implementation of the Strategic Plan will be set out on a yearly basis in an annual business plan. This will set out a work programme for the year and related targets and performance measures and a budget for the year. A business plan will be agreed in March 2009 for the year April 2009 to March 2010 and thereafter a draft business plan will be considered in September in each successive year.

### Decision Making

- 8 The Partnership is directed by a Joint Management Committee which comprises 16 elected Members of the funding local authorities and up to 8 advisory non-voting co-opted members. This Committee has responsibility under the Local Government Act 1972, delegated by the constituent local authorities, for the executive management of the Canal. The Committee's terms of reference and constitution agreed in October 2008 is attached as Annexe 2. The chairman and vice chairman of the Joint Management Committee rotates alternately between Surrey and Hampshire County Councils on a two year cycle. The Committee meets twice a year – in March and in September and is held in public. The Committee will approve the Strategic Plan, the operational plans, the annual business plan, the annual budget and major issues of policy and direction.
- 9 The Joint Management Committee and the Canal Director are supported and advised by a Joint Advisory Group of the main stakeholders. This comprises officers from each of the funding local authorities, plus representatives from Natural England, the Surrey and Hampshire Canal Society and a number of interest and user organisations. The current membership is set out in Annexe 3. The Joint Advisory Group meets twice a year in advance of the Joint Management Committee and is not a public meeting.
- 10 Between meetings of the Joint Management Committee meetings of the Canal Steering Group are held, normally on a quarterly basis. The Steering Group consists of the chairman and vice chairman of the Joint Management Committee, the Heads of Countryside Service in Surrey and Hampshire County Councils, the Canal Director and Surrey County Council's Countryside Contracts Manager. The Group has oversight of management of the Canal and supports the work of the Canal Director.
- 11 Meetings of the Joint Management Committee and the Steering Group will be organised by officers of Surrey County Council including preparing and distributing agendas and minutes. The Joint Advisory Group will be organised by the Basingstoke Canal Authority.

## Staffing

- 12 The staff who manage the day-to-day work to look after and operate the Canal are part of the Basingstoke Canal Authority. The staff are headed by the Basingstoke Canal Director. The Canal Director reports to the Joint Management Committee and between meetings of the Committee to the Canal Steering Group.
- 13 The staff are employed by Hampshire County Council and the Canal Director reports on day-to-day basis to the Head of Countryside Service in Hampshire County Council. The staff work under the operational procedures, including financial and health and safety procedures of Hampshire County Council. This applies even where they are working on the Surrey stretch of the Canal and on that part of the Canal owned by Surrey County Council.

## Budget

- 14 The Canal Director will prepare an annual business plan and work programme and an annual revenue budget, including financial contributions, for agreement by the Joint Management Committee. The revenue budget estimates will be agreed by the Committee at their autumn meeting and recommended to the local authorities for inclusion and approval in their own estimates. In preparing and monitoring the budget the Director will be assisted by staff of the Hampshire County Treasurer's Department. The revenue budget estimates will cover core running costs expenditure for management of the Canal and income from local authorities and from other sources. Core running costs will include staffing costs (including salaries and on costs, travel and subsistence, training and recruitment), office expenses, tools and equipment, materials and other work and project costs. The revenue budget has been expected to cover other necessary day-to-day running costs of the Canal, including dredging, bank and towpath repair and repair and replacement of elements of the Canal structure, such as lock gates. However the revenue budget currently cannot cover these latter elements.
- 15 The Canal Asset Management Plan will make a long term assessment of the predicted need for repair and replacement of the Canal structure and that Plan will form the basis for an agreement by the Joint Management Committee and with the two County Councils as owners of the Canal as to the apportionment of the long term costs of structural repair and the need for an annual capital budget. At present any capital costs are met by the two County Councils.
- 16 Funding contributions from the constituent riparian borough and district councils towards the revenue budget requirements are determined annually according to an agreed formula. This formula is computed by length of Canal bank in each local authority's area and by the local authority's population within 5 miles of the Canal. The formula and the proposed contributions for 2009/10 are set out in Annexe 5. The Basingstoke Canal Authority in conjunction with Hampshire County Council administer the financial arrangements including gathering in financial contributions and paying invoices and costs.
- 17 The Basingstoke Canal Authority receives additional income from a number of sources including boat and fishing licences, business licences and sales and charges at the Canal Centre and elsewhere. In addition the Canal Authority seeks to raise funding and contributions in kind from all available sources. An Income Generation Plan will be prepared for agreement by the Joint Management Committee. In

addition to core running costs the partners will contribute as appropriate to project costs. Section 106 agreements and planning infrastructure charges could contribute to project costs. The Surrey and Hampshire Canal Society in particular raises funding from grants and its members towards project costs and contributes considerable volunteer effort to project work, repair and maintenance.

### **Service Level Agreements**

- 18 Rolling three-year service level agreements will be prepared. The service level agreements will define the services to be delivered and received, ie annual work programmes. The work programmes will be based on the work programmes in the annual business plan agreed by the Joint Management Committee. Annual service level agreements will be signed between the six district and borough councils and the Basingstoke Canal Authority/Hampshire County Council. A separate annual service level agreement will be signed between Surrey County Council and the Basingstoke Canal Authority/Hampshire County Council.

### **Termination and Review**

- 19 If for any reason, any partner wishes to terminate the arrangements they will give at least 12 months notice.
- 20 This memorandum of agreement will be reviewed every five years from 2009 on, at the time the Strategic Plan is reviewed.

**TERMS OF REFERENCE AND CONSTITUTION  
BASINGSTOKE CANAL JOINT MANAGEMENT COMMITTEE**

- 1 The name of the committee shall be the Basingstoke Canal Joint Management Committee.
- 2 The objects of the Committee shall include:-
  - (a) the oversight of the completion of the restoration of the Basingstoke Canal.
  - (b) the management and maintenance of the Basingstoke Canal as an environmental, navigational and recreational asset in accordance with the policy and budgetary framework set for the Committee.
  - (c) the balancing of the interests of all users of the Basingstoke Canal and the conservation of the natural environment.
- 3 The Committee shall be a joint committee of the constituent authorities in pursuance of Section 102(i)(b) of the Local Government Act 1972.
- 4 (i) The Committee shall comprise 16 elected members from the constituent Councils and up to 8 advisory non-voting individuals and representatives of special interest groups.
  - (ii) The elected Members shall be appointed in the following proportions:-
 

Hampshire County Council	4
Surrey County Council	4
Guildford Borough Council	1
Hart District Council	2
Runnymede Borough Council	1
Rushmoor Borough Council	2
Surrey Heath Borough Council	1
Woking Borough Council	1
  - (iii) Each Authority shall appoint its representative or representatives according to the constitution of that authority for a period of not less than one year to run from the annual meeting of the appointing authority but each authority shall use its best endeavours to secure continuity of membership by reappointing the same representatives for the four year period between County Council elections.
  - (iv) Each Authority may nominate individuals to serve as deputies to attend meetings of Joint Management Committee on behalf of and in the absence of the person for whom they are nominated to deputise.
  - (v) The Joint Management Committee shall co-opt 2 representatives from the Surrey and Hampshire Canal Society and 1 from Natural England plus up to 5 other non-voting individuals and representatives of special interest groups as necessary.

Representatives and any named deputies shall normally be co-opted for periods of 4 years but shall be eligible for further periods of co-optation.
- 5 The Chairman and Vice-Chairman shall be elected annually from among the County Council representatives and shall not normally hold that office for a period of more

## APPENDIX 2

than two-years consecutively. The Chairman and Vice Chairman shall be drawn from different County Councils and the Chair will normally alternate between the two County Councils at the end of a Chairman's term of office.

- 6 The Standing Orders and General delegations for the summoning of and the execution of the business of the Committee shall be those operated by whichever County Council supplies the officer acting as Honorary Secretary to the Committee from time to time.
- 7 The Financial Regulations and Personnel Codes of whichever County Council supplies the officer acting as Honorary Treasurer to the Committee from time to time shall apply in relation to the employment of staff and discharge of the role of accountant and paymaster.
- 8 Not less than two meetings a year shall be held, of which one shall be timed to meet the budgetary cycles of the constituent authorities.
- 9 The ownership of the Canal shall remain vested in the County Councils. Subject to any policies or directions laid down by the County Councils from time to time the Committee shall have general authority to manage the Canal and resources on behalf of the County Councils as owners of the Canal Lands. In formulating and implementing policies or decisions for the development and management of the Canal and the recreation and amenity uses of it, the Committee shall not act to the prejudice of the County Councils as landowners and any policy or decision of the Committee that may cause such prejudice or departs from the policies laid down from time to time by the County Councils shall not be implemented without first obtaining the consent of the County Councils.

Amended by the Basingstoke Canal Joint Management Committee: 17 October 2008