

# East Herts Council Report

## Executive

- Date of meeting:** Tuesday 28 November 2023
- Report by:** Councillor Ben Crystall– Leader of the Council
- Report title:** Harlow and Gilston Garden Town - Joint Committee
- Ward(s) affected:** Hunsdon; Sawbridgeworth; Great Amwell and Stansteads; Much Hadham

**Summary** – this report sets out details of the proposals for a Joint Committee (JC) in relation to the Harlow and Gilston Garden Town (HGGT). If agreed, the proposed JC would have a range of strategic and local policy making decision powers. Decisions on planning applications and statutory plan making responsibilities would remain with the constituent partner Local Planning Authorities and highways powers with the relevant Highway Authority. It is recommended that East Herts Council enter into the proposed Joint Committee arrangements because of the benefits it enables in relation to decision making and delivery of the Garden Town, including the Gilston Area.

## RECOMMENDATIONS:

- a) The proposal for the establishment of a Joint Committee (JC) in respect of matters pertaining to the Harlow and Gilston Garden Town be supported.**

- b) Subject to all Garden Town partner authorities approving the Agreement, the arrangements set out in the Inter Authority Agreement at Appendix 1 to this report be endorsed and agreed.**
  
- c) Authority be delegated to the Head of Legal and Democratic Services, in consultation with the Leader, to make any necessary, nonconsequential and minor amendments and refer to the HGGT Chair and Director.**
  
- d) Authority be delegated to the Head of Legal and Democratic Services to make consequential amendments to the Council's constitution to facilitate the establishment of the Joint Committee on the basis of the Terms of Reference set out in Schedule 10 of the Inter Authority Agreement once all constituent Council's have confirmed their approval of the Agreement.**

## **1.0 Proposal(s)**

- 1.1 It is recommended that the establishment of a Joint Committee, with the authority to make a range of decisions in relation to HGGT matters, be agreed by East Herts District Council. The details of the operation of the proposed Joint Committee (JC), its functions and decision making to be as set out in this report.

## **2.0 Background**

- 2.1 To date, the HGGT partnership has been operating on the basis of enhanced 'duty to cooperate' decision making. Whilst an HGGT Board is in place, consisting of a representative of each of the five Garden Town partners, it operates on an informal basis and has no decision making powers. That means that, in relation to each matter it considers, it can only make

recommendations back to the individual Garden Town partners to agree a position or endorse a policy/ guidance.

- 2.2 This means that the decision-making process is not agile. It can take between two and six months for a recommendation of the Board to be considered and endorsed by all of the Garden Town partners.
- 2.3 In addition, the Garden Town partners are not equitably sharing support requirements, with the accountable body exposed to an inequitable level of risk. For a project that seeks to build landowner and investor confidence in securing regeneration and development in and around the town of Harlow, the decision-making arrangements are considered to be complex and opaque.
- 2.4 Garden Town partner Members and Lead Officers have been considering these issues over the last year or so and a number of potential alternative arrangements for future governance and decision making have been considered. The culmination of this has been the development of the proposals for the JC, which were considered by the HGGT Board, at its meeting of 17 July 2023. The HGGT Board agreed the proposals and that the agreement of each of the partner Councils, to enter into the JC, should be sought.

### **3.0 Proposed Joint Committee Details**

- 3.1 The full details of the operation and decision-making scope of the proposed JC are set out in a proposed Inter Authority Agreement (IAA). The proposed IAA is attached to this report as

Appendix 1. The IAA includes the Terms of Reference for the JC. The Terms of Reference are set out in Schedule 10 of the IAA.

- 3.2 The proposal is for the JC to be in place until at least 2033, but there are early exit provisions, see later.
- 3.3 The JC will comprise five (5) voting members, being one representative from each of the partner Councils. A substitute representative may also be appointed. The JC will appoint a Chair and a Vice-Chair. The quorum of the meeting will be all five members.
- 3.4 Meetings of the JC will be open to the public in the normal way in relation to Council committee meetings. This is considered to be an important transparency and accountability improvement. Currently, the HGGT Board meetings are held confidentially. There may be some instances where agenda items are to be dealt with confidentially, but such occasions will be subject to the regulations that apply to all committee meetings in relation to confidentiality.
- 3.5 The geographical area in relation to which the JC will have responsibility is shown in the Plan at Appendix 1 to Schedule 10 of the IAA. In addition to the Gilston Area, as designated in the East Herts District Plan, to ensure continuity with the Garden Town area within Harlow, the JC will have jurisdiction over the land between the Gilston Area and the boundary of the District along the course of the River Stort. The JC area boundary has been drawn to include the extent of transport links between the Gilston Area and Harlow. In the east, this includes the line of the proposed Eastern Stort Crossing (development granted planning permission through application 3/19/1051/FUL). To the west it seeks to include the potential routes of a foot and

cycle link to be created between Gilston Village 7 and Roydon station.

- 3.6 The matters which are intended to comprise the business of the JC are set out in Appendix 2 of Schedule 10 of the IAA. These will primarily comprise decision making in relation to strategy and guidance documents. For clarity, no development management or statutory plan making responsibilities will be vested in the JC. So, decisions on planning applications will continue to be made by each of the Garden Town partner LPAs, as appropriate. Decisions on planning applications in East Herts will continue to be made by the East Herts Development Management Committee. The JC will also have no jurisdiction in relation to Highway Authority matters, these remaining the responsibility of Herts CC and Essex CC as appropriate.
- 3.7 Members will note that there is a reference to 'Reserved Decisions' in this section of the IAA. This is because, on agreement to enter into the JC arrangement, it will be necessary for each of the partner Councils to amend their Constitutions to recognise the JC and to delegate functions to it. Whilst the general scope of the decisions of the JC is as to matters set out in Schedule 2 of the JC Terms of Reference, if, regardless, any of the partner Councils constitutions continue to require a decision to be made by the 'parent' Council, then that matter will comprise a Reserved Decision.
- 3.8 In relation to this, if East Herts is in agreement to enter into the JC, it will be necessary for amendments to be made to the Councils Constitution. Officers are scoping the extent of such amendments at this time. Delegated authority is sought from the Executive for Officers to continue to resolve this area of

detail. Full details will be set out in a subsequent report to Council.

- 3.9 Finally, the functions of the JC are set out in Appendix 3 to the Terms of Reference. These can be seen as the work programme for the committee.
- 3.10 In relation to exit provisions, these are set out at para 5.3 of the Terms of Reference. The requirement is for any partner to given advance notice of a period of 12 months of the intention to leave the JC arrangement. The partners would then work cooperatively together to address and resolve any implications of this.

#### **4.0 Options**

- 4.1 The option of proceeding without a JC, on the same basis as currently, is an option. However, it is considered that this would undermine the Garden Town partner Councils ability to develop a joint approach to facilitate the development of the HGGT in a co-ordinated and transparent manner. As the delivery phase of the partnership begins, a number of overarching risks around financial administration, corporate management and inability or delay in delivery of key infrastructure to enable the planned growth are becoming more evident. The lack of a formal governance structure creates risk for all partners.
- 4.2 Not proceeding with the JC would mean continuing with the same decision making arrangements, which lack agility. This would indicate a lack of confidence in the project to external partners which may undermine the ability to secure positive support in financial and other terms.

## **5.0 Risks**

- 5.1 East Herts Council has confirmed its commitment to the delivery of the Garden Town and that part of it in East Herts, the Gilston Area, through the adoption of its District Plan and the subsequent decisions in relation to planning applications. The Council is already working with the Garden Town partners in a collaborative way to address and resolve any areas of difference between the partners in relation to the more detailed aspects of delivery.
- 5.2 Entry into the proposed JC arrangement binds the Council more strongly into those collaborative working arrangements. Each of the Garden Town partners has equal voting rights in relation to the JC. The working approach to be adopted, as set out in the JC Terms of Reference, is that Officers and Member reps will work together to resolve any potential matters of difference between the partners, before formal decision making is put in front of the committee. This is not dissimilar to the current working arrangements.
- 5.3 Given that, and the ability to exit the arrangement if it is considered ultimately to be unfavourable for East Herts, the view of Officers is that the positive outcomes in relation to stronger and more aligned delivery of Garden Town objectives, far outweigh any potential risks.

## **6.0 Implications/Consultations**

- 6.1 The implications of these proposals are primarily considered to result in positive outcomes.

## **Community Safety**

Yes – in a positive way in that the Garden Town partners will be working together to create new places where good community safety outcomes are secured.

## **Data Protection**

Yes – positively. The IAA includes a data sharing protocol (Schedule 8) strengthening the current arrangements in place between the partners.

## **Equalities**

Yes – positively. One of the agreed objectives of the Garden Town development is that there should be equality of opportunity in creating and experiencing the new places to be created. The JC again strengthens the joint ability of the partners to secure these outcomes.

## **Environmental Sustainability**

Yes – positively. The partners are already working together to ensure protection and ecological improvements through the Garden Town developments. The JC strengthens the ability to do so.

## **Financial**

Yes – but limited. Currently the 'hosting' authority, Epping Forest DC provides services such as HR, budgeting and IT at nil cost to the partnership. The IAA will recognise those costs and share them across the partners. All partners will continue to manage costs closely. There is the potential that stronger joint arrangements will place the partners in a stronger position in relation to the ability to bid for external support and funding packages.

## **Health and Safety**

None



## **Human Resources**

None, the hosting authority will continue to employ the core Garden Town team of officers. The 'in kind' resource from East Herts (Lead Officer) and Gilston Team planning officers continue to be employed by EHDC.

## **Human Rights**

None – impacts of any decisions made by the JC will continue to be assessed fully before decisions are made.

## **Legal**

Yes – the IAA and JC arrangements comprise a binding agreement between the partners, with the exit and termination provisions referred to above. In addition, as above, there will be a requirement for amendments to the Councils constitution to be made if it is in agreement to enter into the proposed arrangements.

## **Specific Wards**

Yes – the Plan of the area within which the JC would have jurisdiction includes land within the following wards: Hunsdon, Great Amwell and Stansteads, Sawbridgeworth and Much Hadham. The significant majority of the area is located within Hunsdon ward. Much smaller areas of land from the other wards are included and primarily away from the current settlement areas within those wards.

## **7.0 Background papers, appendices and other relevant material**

7.1 None

## **Contact Member**

Cllr Ben Crystall - Leader of the Council

[ben.crystall@eastherts.gov.uk](mailto:ben.crystall@eastherts.gov.uk)

**Contact Officer**

Head of Planning and Building Control,

Contact Tel. No. 01992 531656

[sara.saunders@eastherts.gov.uk](mailto:sara.saunders@eastherts.gov.uk)

**Report Author**

Kevin Steptoe, East Herts Garden Town Lead  
Officer

[kevin.steptoe@eastherts.gov.uk](mailto:kevin.steptoe@eastherts.gov.uk)