

Agenda Item 10

Report to: HARLOW AND GILSTON GARDEN TOWN JOINT COMMITTEE

Title: Introduction to the Harlow and Gilston Garden Town Joint Committee

Report Reference: JC-001-2024/25

Date: 11 June 2024

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Enclosures:

Appendix A - Joint Committee Terms of Reference and Rules of Procedure

Appendix B - Functions of the Joint Committee

Appendix C - Protocol for Public Engagement at HGGT Joint Committee

Recommendations/Decisions Required:

The HGGT Joint Committee is asked to:

- A. Note the processes, procedures, and functions of the HGGT Joint Committee as set out in Appendix A and B.
- B. Agree to review the role and the requirement for the Independent Facilitator at the October 2024 HGGT Joint Committee.
- C. Agree the formal protocol for members of the public to engage with the HGGT Joint Committee as set out in Appendix C.

Executive Summary:

This report introduces the Harlow and Gilston Garden Town (HGGT) Joint Committee (JC), as established by East Hertfordshire District Council (EHDC), Epping Forest District Council (EFDC) and Harlow District Council (HDC) and the County Council's of Essex (ECC) and Hertfordshire (HCC). It reiterates the key processes and procedures for future Joint Committees including how members of the public can participate in the JC meetings.



The purpose of the HGGT Joint Committee is to provide accountable and cross boundary leadership to deliver the ambitious spatial growth proposals set out in the Local Plans of EFDC, EHDC and HDC and supported by ECC and HCC, and to coordinate and maximise opportunities for new and existing residents and communities.

The HGGT Joint Committee will hold the responsibility to deliver the agreed HGGT Vision to promote healthy, sustainable communities and co-ordinate and facilitate the delivery of 16,000 new homes in the HGGT by 2033, and 7,000 new homes in the years after that along with associated transport, community and environmental infrastructure.

Reasons for proposed Decision:

Formal agreement to set up the Joint Committee has been made by all 5 Council partners of the HGGT project through agreement to enter the HGGT Inter Authority Agreement (IAA). The IAA establishes the HGGT Joint Committee and implements its process and procedures as set out in Appendix A & B.

Other Options for Action:

Members could chose to instruct that the role of Independent Facilitator be implemented immediately for a fixed period of time or that it does not return for further consideration.

Members could chose not to accept the clarifications to the protocol for members of the public to engage with the HGGT Joint Committee which set out when and how the public can submit questions.

I. Introduction

- 1.1 A Harlow and Gilston Town Joint Committee has been newly established by East Hertfordshire District Council (EHDC), Epping Forest District Council (EFDC) and Harlow District Council (HDC) and the County Councils of Essex (ECC) and Hertfordshire (HCC).
- 1.2 The establishment of the Joint Committee is the evolution of the governance that began in 2017 following Government support for the local Council's proposal to establish the Harlow and Gilston Garden Town.
- 1.3 Since that time, an informal HGGT Board has been in place to give effect to the statutory requirement of 'duty-to-co-operate' in cross boundary matters. This Board has operated as a collective decision-making forum with the 5 council partners seeking final approval of those decisions through their respective formal governance processes.
- 1.4 Following a review of governance arrangements, Members agreed that governance should develop to provide a formal constituted arrangement to deliver locally led leadership, programme oversight and the formalising of audit and reporting functions.



- 1.5 These partnership working arrangements have been set out in the 'HGGT Inter Authority Agreement' which includes establishing the HGGT Joint Committee and each HGGT partner Authority has concluded the necessary formal adoptions and legal execution to enter this Agreement.
- 1.6 The HGGT Joint Committee has a range of strategic and local policy-making decision powers noting that decisions on planning applications and statutory plan-making responsibilities remain with the constituent partner Local Planning Authorities and highway powers with the relevant Highway Authority.
- 1.7 The Partner Authorities agree that they will work together with mutual trust, good faith and in an open, co-operative and collaborative manner, and will respond in a timely manner.

2. Background

- 2.1 The HGGT Inter Authority Agreement (IAA) brings together the constitutional and contractual partnership arrangements between the five partner Authorities to meet the ambitions for democratic accountability and decision-making alongside formal arrangements for risk-sharing and clarity on responsibilities. Agreement was sought and attained by all five partners concluding on 19th December 2023.
- 2.2 The Terms of Reference sets out the purpose of the Committee and the way in which it will operate and can be scrutinised. These are set out in Appendix A. The delegated functions of the Joint Committee set out what decisions can be taken in respect of HGGT, and these are set out in Appendix B.

3. Proposals

- 3.1 The Terms of Reference and the Functions of the HGGT Joint Committee have previously been published and agreed by each of the 5 Council partners through the decision-making process to establish the Joint Committee. Key highlights are set out below:

3.2 Terms of Reference of the HGGT Joint Committee

3.2.1 Review of the Terms of Reference (Appendix A: Section 6)

The HGGT Joint Committee may review its Terms of Reference at any time with reasonable notice.

3.2.2 Membership (Appendix A: Section 8)

All 5 council partners are represented on the HGGT Joint Committee with equal voting rights.



3.2.3 Co-opted Members (Appendix A: Section 9)

The HGGT Joint Committee may co-opt any other person who it thinks fit to be a non-voting member.

3.2.4 Independent Facilitator (Appendix A: Section 10)

Provision is made for an 'Independent Facilitator to be co-opted for a 3-year term should this be requested by Members. It is recommended that Members review the purpose and function of this role at the October 2024 HGGT Joint Committee.

3.2.5 Secretarial (Appendix A: Section 11)

EFDC, as the Accountable Body for the HGGT Joint Committee, will provide secretariat support for the administration of the Joint Committee.

3.2.6 Time and Place of Meetings (Appendix A: Section 15)

The HGGT Joint Committee are planned to take place in Harlow Council Chamber. To comply with current legislation the meetings will be held in person to allow for the voting Members to cast their vote. All HGGT Joint Committee meetings will be webcast live and will be available for repeated viewing after the meeting has ended.

3.2.7 Frequency of Meetings (Appendix A: Section 16)

The HGGT Joint Committee will meet at least four (4) times a year. Agenda and Papers will be made available on each council partners modern.gov website.

3.2.8 Quorum (Appendix A: Section 18)

The quorum of a meeting of the HGGT Joint Committee will be the 5 council members who are entitled to attend and vote. If there is not quorum present at the start of the meeting, the meeting may not commence. If after one hour from the time specified at the start of the meeting no quorum is present, then the meeting will be adjourned.

3.2.9 Access for Elected Members of Partner Authorities (Appendix A: Section 21)

Any elected member of the Partner Authorities who is not a member of the Joint Committee may, at the invitation of the Chair, speak at a meeting of the Joint Committee and have the right to submit written questions to the Committee in advance of the meeting which may be answered at the discretion of the Chair.

3.2.10 Access for the Public (Appendix A: Section 22)

All formal HGGT Joint Committee meetings are accessible to the public and the rules of exclusion apply to exempt items. Members of the public may submit written questions to the Joint Committee pursuant to the business of the meeting concerned. The Chair has the discretion to either have the question responded to in the meeting or replied to in writing after the meeting. The protocol for this is set

out at Appendix C. Members are recommended to agree this revised protocol for consideration of public questions.

3.2.11 Overview and Scrutiny (Appendix A: Section 24)

Each Partner Authority has overview and scrutiny committees which have the right to scrutinise the operation of the Joint Committee. The decisions of the Joint Committee are subject to call-in to comply with the Partner Authorities' legal duty to enable scrutiny of decisions. If one or more members of any local authority wish to call-in a decision of the Joint Committee to an overview and scrutiny committee of any Partner Authority they can do so subject to the normal requirement and procedures of that Partner Authority. The details of this process are set out in Appendix A: Section 24.4.

3.3 The Functions of the HGGT Joint Committee (Appendix B)

The Committee is limited to recommending as opposed to approving, with regard to Transport and Highways powers and Planning Development Management decisions.

3.3.1 The delegated functions set out at Appendix B clearly set out where the Joint Committee can approve directly; where it can make recommendations to partner authorities for their own decision; where it has overview and where it is consulted.

3.3.2 The HGGT Joint Committee will hold responsibility to bring forward 'good growth' by delivering the HGGT Vision to promote healthy and sustainable communities. This hierarchy applies to the following functions:

- HGGT Vision and Area
- Funding
- Programme Management
- Rolling Infrastructure Fund
- Modal Shift, Transport Infrastructure and Sustainable Transport Corridors
- External Funding Applications
- Planning Policy, Infrastructure and Development Contributions
- Economy and Jobs
- Harlow Town Centre Regeneration
- Housing
- Green & Blue Infrastructure
- Stewardship
- Community Engagement & Communications
- HGGT Vision Assurance & Independent Quality Review Panel
- Oversight for Strategic Masterplans and Planning Applications

Implications:

Resource Implications:

Central Government Funding has been made available to date to support the work of the HGGT partnership. This is the result of annual bidding rounds and while welcome, creates uncertainty in planning for enabling and delivery work. Officers of HGGT will continue dialogue with Government for future arrangements. Each council partner also considers contribution to the HGGT partnership as part of annual budget setting.

Legal and Governance Implications:

The Executives of each of the Partner Authorities have agreed to establish a Joint Committee for the purposes of section 101 of the Local Government Act 1972 to be known as the Joint Committee for the Harlow and Gilston Garden Town.

Equalities and Diversity

Equality Impact Assessment

Is this a new policy (or decision) or a change to an existing policy, practice or project?	Yes
Describe the main aims, objectives and purpose of the policy or decision	To introduce the Harlow & Gilston Garden Town Joint Committee and confirm the protocol for public engagement.
What outcome(s) are you hoping to achieve (ie decommissioning or commissioning a service)?	To provide transparent and accountable leadership for the Harlow & Gilston Garden Town project.
Does or will the policy or decision affect: <ul style="list-style-type: none"> • service users • employees • the wider community or groups of people, particularly where there are areas of known inequalities? 	Yes
Will the policy or decision influence how organisations operate?	Yes
Will the policy or decision involve substantial changes in resources?	No
Is this policy or decision associated with any of the Council's other policies and how, if applicable, does the proposed policy support corporate outcomes?	No

What does the information tell you about those groups identified?	N/A	
Have you consulted or involved those groups that are likely to be affected by the policy or decision you want to implement? If so, what were their views and how have their views influenced your decision?	No	
If you have not consulted or engaged with communities that are likely to be affected by the policy or decision, give details about when you intend to carry out consultation or provide reasons for why you feel this is not necessary:	The work of HGGT has been subject to public consultation and will continue to be so in the future.	
Use this section to assess any potential impact on equality groups based on what you now know.		
Age, Disability, Gender, Gender reassignment, Pregnancy/maternity, Marriage/civil partnership, Race, Religion/belief, Sexual orientation	N/a	

Does the EqIA indicate that the policy or decision would have a medium or high adverse impact on one or more equality groups?	No	
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HGGT Vision Assurance

What principles of the HGGT Vision does this seek to achieve?

The establishment of the HGGT Joint Committee is to provide unified leadership to deliver the ambitious spatial growth proposals set out in the Local Plans of EHDC, EFDC and HDC supported by ECC and HCC according to the HGGT Vision. The Joint Committee will oversee the Vision for the HGGT promoting healthy and sustainable growth for existing and future residents.

What steps have been taken to ensure the HGGT Vision is embedded into the project?

The HGGT Joint Committee has delivery of the HGGT Vision as its central objective.

Appendix A

JOINT COMMITTEE TERMS OF REFERENCE AND RULES OF PROCEDURE

1. The Partner Authorities:

- (1) East Hertfordshire District Council (“**EHDC**”)
- (2) Epping Forest District Council (“**EFDC**”)
- (3) Harlow District Council (“**HDC**”)
- (4) Essex County Council (“**ECC**”)
- (5) Hertfordshire County Council (“**HCC**”)

2. Status:

- 2.1. The Partner Authorities are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999.
- 2.2. Under section 102 (1) (b) of the Local Government Act 1972 and Regulations 10 and 11 of the Local Authorities (Arrangements for the Discharge of Functions) England Regulations 2012, local authorities may arrange for the discharge of their functions by a Joint Committee comprising members of their authorities.
- 2.3. All of the Partner Authorities have introduced Executive Arrangements under section 9EA of the Local Government Act 2000.
- 2.4. The Executives of each of the Partner Authorities have agreed to establish a Joint Committee for the purposes of section 101 of the Local Government Act 1972 to be known as the Joint Committee for the Harlow and Gilston Garden Town (the “Joint Committee”).
- 2.5. The Partner Authorities have agreed to form a Joint Committee to co-ordinate and facilitate the delivery of 16,000 homes in the HGGT by 2033, and 7,000 homes in the years after that along with associated infrastructure.
- 2.6. The Joint Committee and its proceedings are bound by the provisions of the relevant parts of Schedule 12 of the Local Government Act 1972 but shall be expected to operate in accordance with the local arrangements set out in these Terms of Reference.
- 2.7. The only functions exercisable by the Joint Committee are those set out in Appendix 3 to these Terms of Reference.



2.8. The Accountable Body will act as the 'accountable body' for the Joint Committee and any sub-committee. The Accountable Body will provide secretariat support and accountable body services to the Joint Committee and any sub-committee as set out in an Inter-Authority Agreement dated on or about the date of this Agreement.

3. Definitions

Accountable Body means EFDC, or such other Partner Authority as may be appointed pursuant to the Agreement, which has responsibility under the Agreement for holding the Project Funding and the Recoverable Cost Funding and providing the Services including ensuring that expenditure is spent in accordance with all legal requirements.

Agreement means the **Inter-Authority Agreement**

Contracts means any contracts entered into by the Accountable Body on behalf of the Joint Committee from time to time.

Executive Officer Group means an officer group established by the Partner Authorities made up of one (1) senior officer from each Partner Authority and which is chaired by the HGGT Director.

Financial Year means during the continuance of the Agreement any period commencing on 1 April and ending on the following 31 March.

Functions means the functions exercised by the Joint Committee as set out in Appendix 3 to these Terms of Reference.

HGGT means the Harlow and Gilston Garden Town located to the north of London in the district council areas of Harlow, East Hertfordshire and Epping Forest and in the counties of Hertfordshire and Essex which will co-ordinate and enable new homes, modal shift and associated infrastructure in and around Harlow with four new strategic sites being Gilston, East Harlow, Latton Priory and Water Lane which shall be connected via the STC Network.

HGGT Area means the area of the HGGT as delineated in red on the map at Schedule 2 of the Agreement (HGGT Area).

HGGT Delivery Team means the employees employed by the Accountable Body on behalf of the Partner Authorities for the purposes of supporting the Joint Committee and carrying out the programme of enabling work required for the delivery of the objectives set out in the Agreement and which shall include the Independent Facilitator and the HGGT Director.

HGGT Director means an officer employed by the Accountable Body on behalf of the Partner Authorities for the purposes of leading the HGGT Partnership of 5 partner authorities and delivering the objectives of the HGGT Joint Committee



including leadership and management of the HGGT Delivery Team and chairing the Executive Officer Group.

HIG Funding means the funding made available or to be made available by Homes England to Hertfordshire County Council under the terms of a Grant Determination Agreement dated 31 March 2021 for the purposes of application towards the expenditure of delivering or procuring the delivery of infrastructure works and dwellings in the HGGT.

Independent Facilitator means a member of the HGGT Delivery team employed or contracted for the purposes of supporting the Chair and facilitating meetings of the Joint Committee.

Inter-Authority Agreement means the Agreement to which these Terms of Reference are a schedule to that sets out the services which the Accountable Body will deliver to the Joint Committee and the respective role and responsibilities of the Partner Authorities in respect of associated matters related to the application and allocation of the Project Funding and Recoverable Cost Funding.

Joint Committee means the joint committee created by this document.

Law means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which Accountable Body is bound to comply.

Local Plans means the adopted local plans prepared by a local planning authority in consultation with its community and which form part of the statutory development plan.

Partner Authority Contribution in each Financial Year means a financial contribution which a Partner Authority has agreed to make to the Recoverable Cost Funding.

Partner Authority means each party or the parties (as the case may be) to the Agreement.

Project Funding means developer contributions and any other funding contributions which are to be used for the delivery of the HGGT schemes and work programme as agreed by the Joint Committee excluding contributions relating to infrastructure schemes that are Initial Projects (as defined in Schedule 9) or Subsequent Projects (as defined in paragraph 6.1 of Schedule 9).

Recoverable Costs means costs incurred by the Accountable Body in the provision of the Services which shall include:

- a) the cost of the Services, the cost of insurance, the cost of the HGGT Delivery Team, the cost of the HGGT Director, and such other funding as is required to cover the agreed programme of work; and
- b) third party costs incurred by the Accountable Body to which no value is added by the Accountable Body, including, but not limited to, any costs, fees, or charges paid pursuant to the Contracts.

Recoverable Cost Funding means the funding needed to cover the Recoverable Costs.

Reserved Decisions has the meaning given to it in paragraph 4.6.

RIF means the rolling infrastructure fund which shall comprise, as a minimum, developer contributions including the repayment of HIG Funding secured under relevant planning permissions, principally for the purposes of forward funding and completing the STC Network, which shall be held on behalf of the Joint Committee by the accountable body appointed by the Partner Authorities pursuant to clause 3.3 and clause 4.6.5 of the Agreement.

S151 Officer means the officer appointed by the Accountable Body for the proper administration of its financial affairs under s151 of the Local Government Act 1972.

Services means the services to be provided by the Accountable Body as set out in Schedule 3 (Services) of the Agreement.

STC Network means the sustainable transport corridors and other specific highway improvements which will connect the four strategic sites forming the HGGT and support the delivery of sustainable residential development as detailed in the Adopted Local Plans of EHDC and HDC and the draft local plan of EFDC.

4. Joint Committee

- 4.1. This Agreement sets out how the Joint Committee shall operate in seeking to deliver the overarching purpose, the functions it holds, and how decisions are made and procedures are followed to ensure that the Joint Committee operates efficiently, effectively and is both transparent and accountable.
- 4.2. The remit of the Joint Committee is to jointly discharge the functions (“Functions”) set out in Appendix 3 to these Terms of Reference in relation to the HGGT, the exercise of which have been delegated to the Joint Committee by the Partner Authorities subject to the limitation set out in paragraph 4.6.



- 4.3. The purpose of the Joint Committee is to provide the unified leadership required to deliver the ambitious spatial growth proposals set out in the Local Plans of HDC, EHDC and EFDC, supported by ECC and HCC to align and maximise the opportunities for new residents and the existing residents and communities in Harlow, Epping Forest and East Hertfordshire.
- 4.4. The Joint Committee will oversee the vision for the HGGT in order to maximise the opportunities for new residents in the HGGT and existing residents in the surrounding area recognising that, through a collaborative approach, the Partner Authorities will be best placed to deliver their vision for the HGGT promoting healthy and sustainable growth with ambitious net zero targets.
- 4.5. The primary aims of the Joint Committee will be to:
- 4.5.1. develop, approve and maintain a vision for the HGGT;
 - 4.5.2. develop and maintain an overview of the delivery of the vision for the HGGT;
 - 4.5.3. monitor and report to the Partner Authorities on progress against the master programme of delivery;
 - 4.5.4. receive information on a quarterly basis regarding programme delivery;
 - 4.5.5. have an overall view on milestones and dependencies;
 - 4.5.6. maintain oversight of the strategic risks of delivery and develop mitigations as necessary;
 - 4.5.7. develop a strategy for the RIF including monitoring the spend of payments from the RIF; and
 - 4.5.8. receive updates and reports from the Partner Authorities in respect of (but not exclusively) the areas below which are deemed critical to the success of the HGGT:
 - Modal Shift, Transport Infrastructure and Sustainable Transport Corridors
 - RIF
 - Planning Policy, Infrastructure & Developer Contributions
 - Economy & Jobs
 - Town Centre Regeneration
 - Housing
 - Communication and Community Engagement
 - Green and Blue Infrastructure
 - Stewardship
 - Programme Management.
- 4.6. Decisions which a Partner Authority is required to make in accordance with its own constitution are “Reserved Decisions” and must be referred back to the Partner Authorities for decision within such timescales as the Joint Committee may by written resolution determine or, in the absence of the same, within twelve (12) weeks. The Partner Authorities acknowledge that:

- 4.6.1. any decisions which would result in the breach of any Partner Authority's budget and/or policy frameworks (without limitation) are Reserved Decisions;
 - 4.6.2. any decisions that result in the delegation of the transport and highways powers vested in ECC and HCC as highways authorities are Reserved Decisions (although the Joint Committee does not have power to take such decisions);
 - 4.6.3. agreement to the strategy for the RIF is a Reserved Decision; and
 - 4.6.4. agreement by a Partner Authority to the Partner Authority Contribution is a Reserved Decision.
- 4.7. Any decision of the Joint Committee in relation to a Reserved Decision will not take effect or be deemed to take effect at any time unless and until it has been approved and ratified by all the Partner Authorities.

5. Term

- 5.1. The Joint Committee shall come into effect from the date upon which the Inter- Authority Agreement is signed on behalf of all Partner Authorities.
- 5.2. The Partner Authorities intend for the Joint Committee to be in place until at least 2033.
- 5.3. Subject to paragraph 5.4 an individual Partner Authority must give notice of at least twelve (12) months (or such shorter period as the parties may agree) of its intention to leave the Joint Committee and exit the terms of the Inter-Authority Agreement.
- 5.4. In the event that a casting vote is exercised at any meeting of the Joint Committee in a way that an individual Partner Authority disagrees with then such Partner Authority shall have the right to leave the Joint Committee and exit the terms of the Inter- Authority Agreement within three (3) months of providing notice of the same to the Chair.

6. Review of these Terms of Reference

- 6.1. The Joint Committee is required to undertake a review of these Terms of Reference:
 - 6.1.1. at least every five (5) years;
 - 6.1.2. whenever a Partner Authority gives notice of withdrawal under paragraph 5.3 or paragraph 5.4; or

6.1.3. at such times as a Partner Authority may request on reasonable notice.

7. Executive Officer Group

- 7.1. The Executive Officer Group will be chaired by the HGGT Director (or, in exceptional circumstances, the HGGT Director's deputy).
- 7.2. The Executive Officer Group will consist of a senior officer representative from each Partner Authority (or, in exceptional circumstances, such senior officer's deputy).
- 7.3. The Executive Officer Group will prepare all papers going before the Joint Committee.
- 7.4. The Executive Officer Group will be delivery focussed providing coordination and enabling services to the Joint Committee.
- 7.5. The Executive Officer Group will provide annual reports on activity to the Joint Committee.

8. Membership

- 8.1. The Joint Committee shall consist of one elected councillor appointed by each Partner Authority in accordance with that Partner Authority's constitution. To be eligible for membership of the Joint Committee, a councillor must either be: (i) a member of the Cabinet or Executive of his/her appointing authority; or (ii) a relevant Portfolio Holder within his/her appointing authority; or (iii) an appointed deputy to either the Leader or a member of the Cabinet or Executive with relevant portfolio of his/her appointing authority. Members of an Overview and Scrutiny Committee of a partner authority cannot be appointed a member of the Joint Committee.
- 8.2. Each Partner Authority may appoint a substitute. The substitute may attend any meeting of the Joint Committee or any of its sub-committees and may vote in place of that Partner Authority's principal member if notice that the substitute will attend and vote is given to the Secretary of the Joint Committee by the Partner Authority concerned in advance of such meeting.
- 8.3. Where a substitution notice is in effect with respect to a particular member at a particular meeting, the substitute shall be a full member of the Joint Committee for the duration of the meeting in place of the principal member.
- 8.4. Each Partner Authority may remove its appointed member and appoint a different member by giving written notice to the Secretary to the Joint Committee.
- 8.5. Each appointed member shall be entitled to remain on the Joint Committee



for so long as the appointing Partner Authority so wishes.

8.6. Any casual vacancies will be filled as soon as reasonably practicable by the Partner Authority from which such vacancy arises giving written notice to the Secretary to the Joint Committee.

9. Co-Opted Members

9.1. The Joint Committee may co-opt any other person whom it thinks fit to be a non- voting member of the Joint Committee. The Joint Committee may from time to time make rules as to:

9.1.1. registration and declaration of interests by co-opted members; and

9.1.2. standards of behaviour required to be observed by co-opted members when acting as such.

10. Chair, Vice-Chair and Independent Facilitator

10.1. The Chair of the Joint Committee will be appointed by the members of the Joint Committee at its first meeting. The Chair of the Joint Committee shall hold that office until another member is appointed. The appointment of the Chair shall take place annually by the Joint Committee, beginning with the first annual meeting with subsequent appointments falling not later than twelve (12) months after the first annual meeting of the Joint Committee in the relevant years.

10.2. The Vice-Chair of the Joint Committee will be appointed from time to time by the members of the Joint Committee. The Vice-Chair of the Joint Committee shall hold that office until another member is appointed. The appointment of the Vice-Chair shall take place annually, beginning with the first annual meeting.

10.3. The Vice-Chair shall preside in the absence of the Chair. If there is a quorum of members present but neither the Chair nor the Vice-Chair is present at a meeting of the Joint Committee, the other members of the Joint Committee shall choose one of the members of the Joint Committee to preside at the meeting.

10.4. An independent facilitator may be appointed by the Joint Committee and co-opted to the Board on a three (3) year term. The Independent Facilitator will not have voting rights. The Independent Facilitator will assist in the facilitation of meetings by reviewing the draft agenda, facilitating the meetings, monitoring progress of the outcomes of the Joint Committee and working closely with the members of the Joint Committee

to ensure the outcomes of the Joint Committee are met.

11. Secretarial

11.1. The Accountable Body shall nominate a person to undertake the role of the Secretary of the Joint Committee. The Joint Committee shall be provided with the following secretariat support:

11.1.1. putting together of the agendas for meetings;

11.1.2. gathering of reports from the report writers;

11.1.3. publishing of the agenda(s) with the reports through the website of the Accountable Body;

11.1.4. notifying the Democratic Services Manager of the other Partner Authorities of the link to the Joint Committee papers;

11.1.5. attendance at four (4) Joint Committee board meetings per year in person;

11.1.6. providing constitutional advice and guidance to the Joint Committee at those meetings;

11.1.7. production of actions, decisions and minutes from the Joint Committee; and

11.1.8. publication of actions, decisions and minutes from the Joint Committee on the website of the Accountable Body.

12. Sub-Committees and Working Groups

12.1. The Joint Committee may appoint such sub-committees from among its membership as it thinks will help it to enable it to fulfil its remit. The Joint Committee may delegate its responsibilities to such sub-committees. Sub-Committees may co-opt non-voting members.

12.2. The Joint Committee may set up working groups to advise it on matters within its remit. Such working groups may be formed of members or officers of the constituent Partner Authority or any other third party as the Joint Committee sees fit. Such working groups are advisory only and the Joint Committee may not delegate its responsibilities to such working groups.

13. Code of Conduct

13.1. Each member of the Joint Committee and any Sub-Committee shall comply with any relevant code of conduct of their Partner Authority when



acting as a member of the Joint Committee.

14. Notice of Business

- 14.1. The Chair may direct the Secretary to the Joint Committee to call a meeting and may require any item of business to be included in the summons.
- 14.2. Any four (4) members of the Joint Committee may by notice in writing require the Chair to call a meeting to consider a particular item of business and if the Chair fails to do so within 20 working days of receipt of the notice then those four (4) members may direct the Secretary to the Joint Committee to call a meeting to consider that business.

15. Time and Place of Meetings

- 15.1. All meetings of the Joint Committee will take place on a date and time that the Joint Committee shall determine or as may be determined in accordance with paragraph 14. It is the expectation of the Partner Authorities that most meetings will be held in the evenings.
- 15.2. All meetings of the Joint Committee will take place at the offices of Harlow District Council unless otherwise agreed by the Joint Committee.
- 15.3. The Joint Committee may, if the law permits, arrange for attendance at meetings via video conferencing. Any such attendance shall be in accordance with the law and any other requirements imposed by the Joint Committee from time to time.
- 15.4. Any Section 151 Officer or Monitoring Officer of any of the Partner Authorities is entitled to attend all parts of all meetings of the Joint Committee or of any sub- committee appointed by the Joint Committee.

16. Frequency of Meetings

- 16.1. The Joint Committee will meet at least four (4) times per year including the annual meeting.

17. Notice of and Summons to Meetings

- 17.1. The Secretary to the Joint Committee will give notice to the public of the time and place of any meeting in accordance with Part VA of the Local Government Act 1972. At least five (5) clear days before a meeting, the Secretary to the Joint Committee will send a summons by email and, if a



member of the Joint Committee so requests, by post to every member at their last known address. The summons will give the date, time and place of each meeting and specify the business to be transacted, and will be accompanied by such reports as are available.

18. Quorum

- 18.1. The quorum of a meeting of the Joint Committee will be the 5 members who are entitled to attend and vote. The quorum of a meeting of any sub-committee of the Joint Committee will be all voting members.
- 18.2. If there is no quorum present at the start of the meeting, the meeting may not commence. If after one (1) hour from the time specified for the start of the meeting no quorum is present, then the meeting shall stand adjourned to another time and date determined by the Secretary to the Joint Committee.

19. Voting

- 19.1. Each elected member shall have one vote.
- 19.2. Co-opted members and the Independent Facilitator will not have a vote.
- 19.3. Any matter will be decided by a simple majority of those members of the Partner Authorities represented in the room at the time the question is put. In the event of equality of votes the person presiding at the meeting will be entitled to a casting vote under paragraphs 39(1) and 44 of Schedule 12 of the Local Government Act 1972.
- 19.4. The members will agree a way of working protocol with the aim of ensuring that proposed decisions should only be put to the vote if such decision is likely to result in at least four votes in favour. In the event of any conflict between this paragraph and paragraph 19.3 above, paragraph 19.3 will take precedence.
- 19.5. The member appointed as a substitute shall have the same voting rights as the member for whom he or she is substituting. Where notice of substitution has been given for a particular meeting, the principal member may not vote unless the notice of substitution is withdrawn before the start of the meeting.
- 19.6. The Chair will take the vote by show of hands, or if there is no dissent, by the affirmation of the meeting.
- 19.7. The minutes of the meeting shall record how a member of the Committee voted on a particular question if, at the time that the vote is taken or



immediately thereafter, that member asks the Secretary to the Joint Committee or his or her representative at the meeting to record his vote.

20. Minutes

- 20.1. The Secretary to the Joint Committee shall arrange for written minutes to be taken at each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. At the next meeting of the Joint Committee, the Chair shall move that the minutes of the previous meeting be signed as a correct record. If this is agreed, the Chair of the Joint Committee shall sign the minutes.
- 20.2. Draft minutes or a summary of the decisions taken at the meeting and a note of the actions arising shall be circulated to the Joint Committee and to each Partner Authority by email no later than seven (7) working days after the date of the meeting.
- 20.3. Minutes of the meeting shall be published by the Accountable Body as a minimum to the extent required by Part VA of the Local Government Act 1972 and shall be published on the Accountable Body's website.

21. Access for Elected Members of the Partner Authorities

- 21.1. Any elected member of the Partner Authorities who is not a member of the Joint Committee may, at the invitation of the Chair, speak at a meeting of the Joint Committee and have the right to submit written questions to the Committee in advance of the meeting which may be answered at the discretion of the Chair. An elected member of the Partner Authorities who is not a member of the Joint Committee (or a validly appointed substitute) shall not be entitled to vote at a meeting of the Joint Committee.
- 21.2. Members of the public may submit written questions to the Committee pursuant to the business of the meeting concerned which may be answered at the discretion of the Chair or replied in writing following the meeting. The Joint Committee may decide the process for public questions and review it from time to time.

22. Public Access

- 22.1. Meetings of the Joint Committee shall be open for members of the public to attend unless the Joint Committee determines that it is necessary to exclude members of the public in accordance with Part VA of the Local Government Act 1972 or the Joint Committee determines that it is necessary to close the meeting to the public because of a disturbance.

- 22.2. Copies of the agenda for meetings of the Joint Committee and any reports for its meetings shall be open to inspection by members of the public at the offices of the Partner Authorities with the exception of any report which the Secretary to the Joint Committee determines relates to items which in his or her opinion are likely to be considered at a time when the meeting is not to be open to the public.
- 22.3. If a member of the public interrupts proceedings, the Chair will warn the person concerned. If that person continues to interrupt, the Chair will arrange for that person to be removed from the meeting room and will suspend the meeting until the member of the public has left or been removed.
- 22.4. If there is a general disturbance in any part of the meeting room open to the public, the Chair may call for that part to be cleared.

23. Communications

The Joint Committee may agree a protocol for communications.

24. Overview and Scrutiny

- 24.1. Each Partner Authority has overview and scrutiny committees which have the right to scrutinise the operation of the Joint Committee. The Joint Committee and the Accountable Body will co-operate with reasonable requests for information from any of the Partner Authorities' overview and scrutiny committees.
- 24.2. Subject to clause 24.7, the Partner Authorities acknowledge that decisions of the Joint Committee shall be subject to call-in to comply with the Partner Authorities' legal duty to enable scrutiny of decisions. The Accountable Body will produce a list of decisions taken at any meeting of the Joint Committee and circulate it to the Proper Officer of each Partner Authorities no later than two (2) working days after the meeting is held.
- 24.3. The Partner Authorities agree that if one or more members of any local authority wish to call-in a decision of the Joint Committee to an overview and scrutiny committee of any Partner Authority they can do so subject to the normal requirement and procedures of that Partner Authority.
- 24.4. If any decision of the Joint Committee is called-in by any member or members of a Partner Authority:
- 24.4.1. the relevant Partner Authority shall notify the Secretary of the call-in as soon as reasonably possible;
- 24.4.2. the Secretary shall notify all other Partner Authorities of the call-in as soon as



reasonably possible;

24.4.3. If an overview and scrutiny committee of a Partner Authority requires the HGGT Director and any officer of any Partner Authority who has been involved in the preparation of a report which led to the decision which has been called in, it is the duty of that officer to comply with any such requirement.

24.4.4. the relevant Partner Authority shall notify the Secretary and each of the other Partner Authorities of the outcome of the call-in (and shall provide a copy of any report produced by the relevant overview and scrutiny committee to the Secretary and the other Partner Authorities) as soon as reasonably possible.

24.5. At the request of the HGGT Director, each Partner Authority and the Accountable Body shall ensure that appropriate officers are notified of the date time and place of any meeting of an overview and scrutiny committee which is considering a call-in relating to a decision of the Joint Committee, regardless of which Partner Authority's overview and scrutiny committee has called-in the decision.

24.6. The Joint Committee will receive and consider any report or recommendations of any overview and scrutiny committee at a special meeting to be called as soon as reasonably possible after receipt of the same.

24.7. If the Joint Committee considers that a decision it has taken should be deemed urgent and in need of immediate implementation, the Joint Committee may recommend that each Partner Authority waive application of its call-in procedure in relation to that decision. Whether or not such a waiver is granted by a Partner Authority will be determined by the applicable rules of that Partner Authority. A decision is only exempted from call-in if all Partner Authorities agree.

24.8. The Joint Committee acknowledges that the Partner Authorities' internal audit teams and external auditors shall be entitled to access all relevant documents and records for conducting audits related to the operation of the Joint Committee.

25. Regulation of Business

25.1. Any ruling given by the Chair as to the interpretation of these Terms of Reference with respect to the regulation of proceedings at a meeting shall be final.

25.2. Subject to the law, the provisions of these Terms of Reference and the Inter- Authority Agreement and the terms of any contract, the Joint Committee may decide how it discharges its business.



Appendix B

Functions of the Joint Committee

General Principles

Each Partner Authority has delegated the functions listed below, whether they are currently exercised by the executive or cabinet, individual members of the executive or officers within the Partner Authorities. This will include the authority to make key decisions in respect of these functions.

The functions of the Joint Committee are set out below and fall into the following categories:

“Approve / Approval” meaning that the Joint Committee has delegated authority from the Partner Authorities to make a decision on the matter before the Joint Committee, such decision to bind the Partner Authorities without further recourse to the Partner Authorities individually except where such matter is a Reserved Decision.

“Recommend / Recommendation” meaning that the Joint Committee has the remit to scrutinise, comment and make representations in relation to the matter before the Joint Committee, such as recommendations to be made to any or all of the Partner Authorities. Each Partner Authority will make its own decision as to whether to adopt such recommendation.

“Overview and Awareness” meaning the Joint Committee has the remit to review and consider matters, and for relevant information to be supplied in order for the Joint Committee to inform an overall Master Programme for the HGGT, identify interdependencies and risks, and make recommendations to any or all of the Partner Authorities.

“Consultation” meaning the Partner Authorities are added to consultation lists where other proposals, policies or plans affect the HGGT Area and that the Joint Committee consults with other Partner Authorities on HGGT matters that may affect them. Where the Joint Committee is able to be consulted and submit representations to local strategies, it might be necessary for the Partner Authorities that has prepared that document to remove their name from the response.

In accordance with the above, the Joint Committee has delegated authority to exercise the following functions:

HGGT Vision and Area

1. To approve the HGGT Vision and any changes to the HGGT Vision.
2. To make recommendations to the Partner Authorities to amend the HGGT



Area, being the red line boundary as set out in Appendix 1 to these Terms of Reference and to have the ability to revise it as necessary as the HGGT project progresses.

Funding

3. To recommend the level of Partner Authority Contribution requested from each Partner Authority as a member of the Joint Committee to support its work.

Programme Management

4. To approve, develop and maintain the Master Programme for delivery of the HGGT which sets out the overarching programme plan of key activities required to deliver the HGGT Vision, in particular housing and infrastructure.
5. To identify interdependencies and risks to the Master Programme along with mitigating actions to make recommendations to Partner Authorities as appropriate.
6. To make recommendations to Partner Authorities to maintain progress against the Master Programme.
7. To approve, develop and maintain a Forward Plan for all key decisions. Key decisions are any decisions of the Joint Committee which relates to executive functions and which are likely to:
 - a. result in total expenditure or savings of £200,000 revenue funding or £2,000,000 capital funding;
 - b. significantly affect people living or working in more than 1 ward or electoral division of the partner authorities.
8. Where for the time being the Joint Committee is a decision making body within the meaning of regulation 2 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, no key decision will be made unless 28 clear days' notice of the making of the decision has been published in the forward plan unless:
 - a. the proper officer considers that giving 28 days' notice is not possible, has given notification to the chairs of the relevant overview and scrutiny committee of each of the Partner Authorities and published on its website Aa notice of the intention to make the decision 5 days prior to the decision being made; or

- b. if it is impracticable to comply with (a) above the proper officer has obtained the agreement of all five (5) Chairs of the relevant overview and scrutiny committees or, in their absence the Mayor or Chairmen of the five Partner Authorities.

In either case the proper officer must publish a notice of the reasons for the decision being made without giving 28 days' notice in the forward plan

Rolling Infrastructure Fund (RIF)

9. Not used.
10. To develop and approve a strategy for the establishment and management of the RIF (the "RIF Strategy") including identification of the accountable body, monitoring receipts, agreeing spend, exploring commercial and investment options, and a process to forward fund infrastructure through borrowing in advance of contributions.
11. To manage and oversee the expenditure and activity from the RIF.
12. Not used
13. To allocate RIF funding to the Partner Authorities and approve the terms of such funding.
14. To implement the RIF Strategy providing leadership across the HGGT Area.
15. To ensure appropriate public expenditure controls and governance is in place to manage and control the RIF.

Modal Shift, Transport Infrastructure and Sustainable Transport Corridors

16. To develop, approve and update the transport strategy relating exclusively to the HGGT Area (the "Transport Strategy").
17. To oversee the implementation of the Transport Strategy providing leadership across the HGGT Area.
18. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relation to transport where it affects the HGGT Area.
19. To develop and recommend an operating model for public transport that can work across Partner Authorities administrative boundaries to provide a coherent system for customers and residents.

20. To make recommendations to any or all Partner Authorities concerning any transport matters exclusively or significantly impacting the HGGT including but not limited to strategies, plans, programmes, policies or projects.
21. To develop and maintain an overarching programme plan of key activities required to deliver modal shift, including the transport infrastructure identified for the HGGT Area such as the Sustainable Transport Corridors, and making recommendations to any or all of the Partner Authorities on strategic alignment and delivery progress.
22. For clarification, nothing in the Joint Committee's remit is intended to nor will be interpreted as overriding or amounting to a delegation of the transport, highways or flood risk powers vested in ECC and HCC as local transport authorities, highway authorities or lead local flood authorities.

External Funding Applications

23. To identify and recommend to any or all of the Partner Authorities that an application be made for external funding (including grant funding) where such funding could, in the opinion of the Joint Committee, be used to support the HGGT noting that such Partner Authorities will be obliged to comply with the terms associated with such funding and take its own decision as to whether to apply for and accept such funding.

Planning Policy, Infrastructure and Developer Contributions

24. To develop, approve and maintain:
 - planning strategies, plans and programmes exclusively impacting the HGGT as set out in Appendix 2 (excluding masterplans which shall be endorsed by the Joint Committee)
 - design guides
 - sustainability guidance
 - infrastructure development plans including refresh
 - S106 planning obligations guidance economic growth strategies
 - housing strategies
 - excluding:
 - development plan documents
 - Supplementary Planning Documents and Supplementary Plans
 - Housing Strategies adopted by Local Housing Authorities

provided that the documents, guides, strategies and guidance listed in this paragraph 22 shall not override any other documents, guides, strategies and guidance issued by any of the Partner Authorities which shall remain material considerations for each Partner Authority when exercising its planning

functions.

25. To make recommendations in respect of any spatial development plan being prepared by any Partner Authorities individually.

Economy and Jobs

26. To develop and approve an economic growth strategy for the HGGT Area to create inclusive and sustainable economic growth for the HGGT that focuses on economic regeneration, renewal and growth and skills in Harlow and its hinterland (the “Economic Growth Strategy”).
27. To oversee the implementation the Economic Growth Strategy providing leadership across the HGGT Area, working in partnership with the wider functional economic area as necessary to achieve the aims.
28. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to economic development where it affects the HGGT Area.

Harlow Town Centre Regeneration

29. To be consulted on masterplans, design briefs, development briefs, funding bids and planning applications relating to major developments in Harlow Town Centre.
30. To make recommendations to HDC in relation to the above in connection with interdependencies with the HGGT Programme.
31. To receive regular reports and not less than twice a year on the progress of the regeneration of Harlow Town Centre and provide comment on this to HDC.

Housing

32. To consider and make recommendations to the Local Housing Authorities on their respective Housing Strategies.
33. To identify ways in which the development of the HGGT strategic sites can contribute to the renewal of existing neighbourhoods in Harlow and satisfy the housing need of the whole HGGT Area.

Green & Blue Infrastructure

34. To develop and approve a Green and Blue Infrastructure Strategy for the HGGT Area.



35. To implement the Green and Blue Strategy providing leadership across the HGGT Area.
36. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to Green and Blue Infrastructure where it affects the HGGT Area.

Stewardship

37. To develop and approve a stewardship strategy for the HGGT Area to create legacy arrangements for the management of infrastructure for those communities within the HGGT (the “Stewardship Strategy”).
38. To implement the Stewardship Strategy providing leadership across the HGGT Area.
39. To be consulted on relevant strategies and policies and initiatives of the Partner Authorities in relations to stewardship where it affects the HGGT Area.

Community Engagement & Communications

40. To develop, approve and maintain a Communication and Engagement Strategy for the HGGT initiative.
41. To implement the communication and engagement strategy providing leadership across the HGGT Area.
42. To receive reports on Quality of Life indicators in Harlow and the new neighbourhoods on a regular basis.

HGGT Vision Assurance and Role of Independent Quality Review Panel

43. To establish and approve a Quality Review Panel (“QRP”) to provide independent, objective, expert advice on master planning and planning applications for development proposals across the HGGT.
44. To oversee the effectiveness of the QRP.
45. To receive regular updates reports on the commissioning, remit, performance and outputs of the QRP.

Oversight Process for Strategic Masterplans and Planning Applications in the HGGT

46. To make recommendations to provide effective vision assurance and ensure the consistent application of the HGGT Vision, Garden Town Principles, and oversight of emerging masterplans for sites forming part of the HGGT during early formative stages.

47. The Joint Committee will:

- a. receive and consider regular update reports as to progress and / or completion of current strategic master-planning work;
- b. receive briefings on any masterplan for the HGGT prior to any decision by the relevant Local Planning Authority that the strategic master plan can be endorsed for consultation or approved;
- c. comment and make representations to the relevant Local Planning Authority in relation to any master plans;
- d. make recommendations in respect of planning applications for strategic sites within the HGGT. The Joint Committee will be consulted by the Local Planning Authority and will provide a response to ensure that the relevant Garden Town Principles, the HGGT Vision, and any other relevant guidance are considered by the Local Planning Authority.

Appendix C

Protocol for Public/Outside Organisations Engagement at HGGT Joint Committee:

- 1) Any member of the public or a representative of an outside organisation may address the HGGT Joint Committee on any agenda item (except those dealt with in private session as exempt or confidential business) due to be considered at a meeting.
- 2) The following rules shall apply to such requests:
 - (i) requests must relate to any existing agenda item;
 - (ii) requests must not raise new business for the meeting concerned;
 - (iii) A question may only be asked if notice has been given by delivering it in writing or by electronic mail to Democratic Services Democratic Services DemocraticServices@eppingforestdc.gov.uk at least 4 working days before the meeting. Each question must give the name and business address of the questioner.
 - (iv) a maximum of two persons shall be permitted to address the HGGT Joint Committee on any one agenda item;
 - (v) a time limit of 3 minutes per speaker shall apply;
 - (vi) the HGGT Joint Committee shall be able to ask questions on any comments made;
 - (vii) the Chair of the HGGT Joint Committee shall have discretion as to whether to limit the number of persons wishing to address the Joint Committee if it is considered that the number of such speakers will unduly delay the business at any meeting.
- 3) **General:**

Member of the public may submit written questions to the HGGT Joint Committee pursuant to the business of the meeting concerned which may be answered at the discretion of the Chair or replied in writing following the meeting.
- 4) **Order of Questions:**

Questions will be asked in the order in which notice of them was received, except that the Chair may group together similar questions.
- 5) **Notice of Questions:**

A question may only be asked if notice has been given by delivering it in writing or by electronic mail to Democratic Services DemocraticServices@eppingforestdc.gov.uk by at least 4 working days before the meeting. Each question must give the name and address of the questioner.

6) Number of Questions:

At any one meeting no person may submit more than two questions and no more than two such questions may be asked on behalf of one organisation.

7) Scope of Questions:

The HGGT Director may reject a question if it:

- i) is not a question on any matter in relation to which the HGGT Joint Committee has no powers or duties;
- ii) is defamatory, frivolous or offensive;
- iii) is substantially the same as a question which has been put at a meeting of the HGGT Joint Committee in the past six months; or
- iv) requires the disclosure of confidential or exempt information.

8) If a question is rejected, the HGGT Director will reply to the questioner outlining the reasons why the question was rejected and report the matter for noting to the next relevant meeting of the body concerned.

9) Asking the Question at the Meeting:

- i) The Chairman will invite the questioner to put the question to the relevant member. If a questioner who has submitted a written question is unable to be present, they may ask the Chair to put the question on their behalf.
- ii) Each public speaker will be allowed three minutes in which to make their representation. The Chair will tell the speaker when the three minutes has elapsed, and the speaker must stop when requested by the Chair. The Chair can use discretion to extend this time limit.

10) Supplementary Question:

A questioner who has put a question in person may also put one supplementary question without notice to the member who replied to his or her original question. A supplementary question must arise directly out of the original question or the reply.

11) Written Answers:

Any question which cannot be dealt with during public question time will be dealt with by a written answer.

12) Public speakers should remember to:

- i) Keep to 3 minutes or whatever other period has been agreed.
- ii) Highlight the main points they wish to raise and be brief and concise.
- iii) Be courteous.