

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:
Cabinet Member for Economic
Regeneration & Business
Development

REPORT OF:
Executive Director –
Regeneration &
Environment

Contact officer:
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Agenda – Part:

KD Num: N/A

Subject:

Further revisions to Memorandum of
Understanding between the north London
boroughs preparing the North London Waste
Plan

Wards: All

1. EXECUTIVE SUMMARY

- 1.1. In 2007 the north London Boroughs of Enfield, Barnet, Camden, Hackney, Haringey Islington and Waltham Forest agreed to work in partnership to prepare the North London Waste Plan (NLWP); a Memorandum of Understanding (MoU) was signed and sealed to this effect.
- 1.2. The MoU sets out how the north London boroughs will work together to carry out the joint work.
- 1.3. When the North London Boroughs agreed to start preparation of a new NLWP in 2013, they also agreed that the MoU should be revised to take account of new circumstances. A revision to the MoU was agreed by Local Plan Cabinet Sub Committee on 7 July 2015.
- 1.4. This current report seeks agreement to a further, second revision to the MoU between the north London boroughs, based on a change suggested by Enfield Council legal team.

2. RECOMMENDATIONS

- 2.1 That the Cabinet Member for Economic Regeneration & Business Development approve the Revised Memorandum of Understanding (set out in Appendix 1) between the north London boroughs preparing the North London Waste Plan.

3. BACKGROUND

- 3.1. In 2007 the north London Boroughs of Enfield, Barnet, Camden, Hackney, Haringey Islington and Waltham Forest agreed to work in partnership to prepare the North London Waste Plan (NLWP); a Memorandum of Understanding (MoU) was signed and sealed to this effect.
- 3.2. When the North London Boroughs agreed to start preparation of a new NLWP in 2013, they also agreed that the MoU should be revised to take account of new circumstances. This first revision of the MoU was agreed by Local Plan Cabinet Sub Committee on 7 July 2015.
- 3.3. The current report seeks agreement to a second revision to the MoU between the north London boroughs, based on a change suggested by Enfield Council legal team.
- 3.4. The MoU provides a formal framework for co-operation between London Legacy Development Corporation and the North London Boroughs of Barnet, Camden, Enfield, Hackney, Haringey, Islington and Waltham Forest ("North London Boroughs") undertaking the NLWP. The MoU covers issues of partnership working, organisational structure, project management and dispute resolution as well as indicative timetables, budget and cost sharing arrangements.
- 3.5. The MoU sets out the following principles of partnership working:
 - Co-operation: agree to co-operate with each other with the aim of achieving the most sustainable waste management solutions for north London as a whole, whilst taking into consideration the implications for each North London Borough.
 - Accountability: actions and decisions recommended by the North London Boroughs should reflect the best interests of all council tax payers.
 - Transparency: seek joint solutions to waste planning through communicating in an open and transparent manner.

Changes proposed related to confidentiality

- 3.6. The current version of the MoU only differs from the version approved in 2015 in one way: One clause was struck out (clause 12.1 of previous MoU) and a new clause recommended by Enfield legal team was inserted (clause 12.3 of current MoU). This change was made in line with legal advice received by the council relating to an objection to the previous MoU by representatives from the Pinkham Way Alliance.
- 3.7. The newly inserted clause states that: *"Nothing in this Clause 12 shall prevent the North London Boroughs from disclosing confidential material or information where they are required to do so by judicial, administrative, governmental or regulatory process or by the application of any applicable law including but not limited to the*

Freedom of Information Act 2000 and the Environmental Information Regulations 2004".

- 3.8 The change was agreed and signed by all of the authorities except Enfield over a year ago.
- 3.9 Enfield did not sign at the time due to the inability of participating boroughs to reach consensus on plan content. Since then, following joint Head of Service discussions and further work - principally aimed at reducing Enfield's share of sites - a way forward has emerged. With this new understanding and to support continued cooperation, the MoU needs to be signed. Although Enfield officers had already been instructed to sign and seal this MoU earlier in 2017, the delay and amendments justify a further Cabinet member decision on this matter.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 No other viable options exist. A signed MoU is already in effect but needs updating. If this is not revised, details contained within the agreement would not be in line with legal advice received since and exposes Enfield to significant risks in bringing about effective planning and regeneration its area.

5. REASONS FOR RECOMMENDATIONS

- 5.1 Revising the NLWP MoU will ensure that the legal framework for delivering the Waste Plan is up to date.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

6.1 Financial Implications

- 6.1.1 This report is mainly seeking the agreement to a further, second revision to the MoU between the north London boroughs, based on a change suggested by Enfield Council legal team and that the Cabinet Member for Economic Regeneration & Business Development approves the Revised Memorandum of Understanding (set out in Appendix 1) between the north London boroughs preparing the North London Waste Plan.
- 6.1.2 The MoU sets out the estimated cost of preparing the NLWP and the equal cost sharing arrangement between the seven boroughs involved (an indicative budget for the NLWP is set out in Schedule 3).
- 6.1.3 All costs and the financial planning, monitoring, reporting and invoicing mechanism associated with the Mission Statement and Objectives of this Memorandum of Understanding are also detailed.
- 6.1.4 The North London Boroughs agree to share on an equal basis (one seventh per borough) all costs associated with the Mission Statement and Objectives of this Memorandum of Understanding. The North

London Boroughs agree that control of expenditure on the NLWP is a priority and all appropriate steps will be taken by Camden to ensure that only necessary expenditure is incurred. Camden further agrees to pay the costs only after consulting with the North London Boroughs and only on expenditure incurred which directly relates to its obligations as Lead Borough under this Memorandum of Understanding.

6.1.5 For the financial year of 2017-18 and remainder of the plan period, two updated timetable options were recently put before Heads of Planning, incorporating up to date costs elements. Heads of Planning of all of the boroughs including Enfield approved the option below, which foresees:

- formal borough approval of the NLWP in December 2018 and
- adoption of the NLWP in May 2020.

6.1.6 This will involve the following timetable and costs:

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
Consultant Additional	£42,956		£6,000	£15,215	£35,000	£34,800	£6,800	£1,700
Consultant contract	£34,186	£113,302	£68,807	£18,457	£17,358	£31,171	£67,890	£5,907
Programme Management	£99,921	£106,791	£108,731	£113,690	£120,540	£124,000	£128,000	£34,832
Publicity	£2,065	£2,041	£22,659	£1,459	£5,000	£26,228	£44,750	£19,750
Legal	£2,500	£5,200	£12,700	£0	£10,000	£10,000	£44,000	£5,000
Examination							£135,000	
TOTAL	£181,628	£227,334	£218,897	£148,822	£187,898	£226,199	£426,440	£67,189
Per borough	£25,947	£32,476	£31,271	£21,260	£26,843	£32,314	£60,920	£9,598

6.1.7 Provision for the cost of preparing the NLWP is currently available within the Enfield Strategic Planning and Design consultancy budget.

6.1.8 Any future proposals arising with changes to cost implications will be subject to separate reports and full financial appraisal.

6.2 Legal Implications

6.2.1 The Council has the general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals may generally do provided it is not prohibited by legislation. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.

6.1.2 The Council, as a planning authority and pursuant to Section 33 of the Planning and Compulsory Purchase Act 2004, has a Duty to Co-operate in respect of the matters which are the subject of the MoU.

6.1.3 The MoU is an appropriate way of discharging this Duty to Co-operate, and should be kept up to date, through revisions where necessary, to reflect current law and commercial practice between the parties.

- 6.1.4 The MoU must be in a form approved by the Assistant Director of Legal Services. This current MoU particularly makes changes regarding confidentiality clauses as per Enfield legal teams previous request.

7 KEY RISKS

- 7.1 Timely completion of the NLWP is critical to underpin and help deliver the Council's regeneration programme and its local plan, and to ensure that development decisions in the borough are plan led.
- 7.2 The absence of a waste plan would result in a policy gap which could lead to inappropriate, uncoordinated and poor quality development that fails to respond comprehensively to the needs and priorities of local communities, the borough and the wider sub-region.
- 7.3 If Enfield does not continue in its cooperation with and joint production of the NLWP, it would be required to produce its own waste plan, having due regard to the duty to cooperate with neighbouring boroughs.
- 7.4 Moreover, failure to complete the joint Waste Plan will put the Local Plan at risk as it will place uncertainty on site allocations and would be damaging to interborough relations leaving the Council exposed under the 'duty to cooperate' obligations.

8 IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

- 8.1.1 By identifying an adequate provision of land to manage waste generated in north London, and designing policies which ensure that waste facilities maximise their potential benefits (e.g. quality job creation) and minimise any negative impacts (additional disposal costs, poor air quality etc), the NLWP seeks to facilitate the delivery of high quality and accessible waste facilities which will serve communities across north London.
- 8.1.2 The MoU sets out how the north London boroughs will work together to deliver the NLWP.

8.2 Growth and Sustainability

- 8.2.1 The NLWP seeks to provide a co-ordinated sub-regional approach to planning for new waste facilities to meet the needs of North London. The NLWP boroughs are working together to find the most sustainable waste management solution possible.
- 8.2.2 The draft NLWP is based on a combined strategy of net self-sufficiency and maximised recycling. New waste facilities can create new jobs, produce local energy and provide important resources for reuse in other processes – all of which can help deliver wider economic benefits.
- 8.2.3 The MoU sets out how the north London boroughs will work together to deliver the NLWP.

8.3 Strong Communities

- 8.3.1 The NLWP will be subject to public consultation during all of its major preparatory stages, in line with the boroughs' Statement of Community Involvement. Several consultation activities have already taken place to inform the Draft NLWP, including focus group workshops. Ensuring balanced waste provision is also supporting of an effective economy and supports jobs in waste as well as related industries such as transport and construction. This will help to counteract problems of worklessness in Enfield's most deprived wards.

9 EQUALITY IMPACT IMPLICATIONS

- 9.1 As a planning policy document, the NLWP goes through a full Equalities Impact Assessment process.
- 9.2 The MoU itself is not a key decision and does not of itself have any significant equalities implications which are separate from the NLWP, as it is a document which deals only with updated working arrangements across the seven local authorities.

10 PERFORMANCE MANAGEMENT IMPLICATIONS

- 10.1 When the NLWP is adopted as part of the Council's Local Plan, it will be formal Council policy used in the determination of planning applications. This will ensure that development decisions in the borough are plan led. This means development will be directed to the right location and will help prevent inappropriate, uncoordinated and poor quality schemes coming forward.
- 10.2 The MoU sets out how the north London boroughs will work together to deliver the NLWP.

11. PUBLIC HEALTH IMPLICATIONS

- 11.1 The NLWP should have a positive impact upon general health and well-being in terms of improving the environment and reducing pollution. By facilitating net self-sufficiency in waste management and increased recycling, the NLWP encourages waste to be managed within the north London area which potentially reduces its need to travel, and will reduce reliance on landfill – both of which will help reduce associated climate change impacts. However, implementation of the NLWP itself will need to be monitored to ensure that there are no significant negative impacts.
- 11.2 The MoU sets out how the north London boroughs will work together to deliver the NLWP.

Background Papers

None

Appendix 1: Memorandum of Understanding (MoU)

JOINT WASTE PLANNING IN NORTH LONDON

*This Memorandum of Understanding is made this day of 20
Between*

- (1) **THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street,
London WC1H 9LP ("Camden") and
 - (2) **The LONDON BOROUGH OF BARNET** of Town Hall, The Burroughs,
London NW4 4BG
 - (3) **THE LONDON BOROUGH OF HACKNEY** of Hackney Town Hall, Mare
Street, London E8 1EA
 - (4) **THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road,
London N22 8LE
 - (5) **THE LONDON BOROUGH OF ENFIELD** of Civic Centre, Silver Street,
London EN1 3XY
 - (6) **THE LONDON BOROUGH OF ISLINGTON** of 222 Upper Street, London
N1 1XR.
 - (7) **THE LONDON BOROUGH OF WALTHAM FOREST** of Waltham Forest
Town Hall, Forest Road, London E17 4JF
- Referred to throughout this document as the "North London Boroughs"*

I. Background and purpose of Memorandum of Understanding

- I. This Memorandum of Understanding is an updated version of a Memorandum of Understanding entered into by all the North London Boroughs on 26th February 2007.
- II. In order to meet EU and UK Government targets, there is a pressing need for new and expanded waste management infrastructure across London. There is a requirement on the North London Boroughs to make provision for managing more of the waste generated in the area.
- III. The policy of the Mayor's London Plan is for the capital to become self-sufficient in managing waste by 2031. The North London Boroughs need to plan for a proportion of these facilities in order to maximise self-sufficiency and make provision for the management of north London's waste in line with European, national and regional requirements.
- IV. The North London Boroughs recognise that the planning system has a central role to play in delivering the necessary infrastructure and to make the most of economic opportunities associated with re-use, recycling and recovery. Given the nature of waste arisings and the opportunity for shared use of infrastructure, the North London Boroughs agree that joint working on a Joint Waste Local Plan Document, hereinafter called the

North London Waste Plan (NLWP), is the most effective way to plan for future waste capacity needs of the North London Boroughs,. In any case, it is recognised that the production of a 'sound' NLWP will require neighbouring boroughs to collaborate in order to develop consistent policies and proposals.

- V. After the Planning Inspector declared in August 2012 that the previous version of the NLWP was not legally compliant because it did not meet the Duty to Co-operate, the North London Boroughs have all individually agreed to take part in a new NLWP and this Memorandum of Understanding details the ways the North London Boroughs will work together to facilitate the production of the new plan.
- VI. The North London Boroughs have individual responsibilities as Waste Collection Authorities and Waste Planning Authorities. Waste disposal functions are carried out on the North London Boroughs' behalf by the North London Waste Authority. This Memorandum of Understanding relates to the waste planning functions and responsibilities of the North London Boroughs, whilst being mindful of existing collection and disposal functions.
- VII. This Memorandum of Understanding provides guidance and records the agreement reached between the North London Boroughs in relation to the following areas:
- Status, duration and arrangements for amendment
 - Mission statement and objectives
 - Principles of partnership working
 - Organisational structure and accountability
 - Project management arrangements
 - Dispute resolution

Schedules

1. Organisational arrangements
2. Roles and responsibilities
3. Indicative costs and payment schedule

- VIII. The North London Boroughs are entering into this Memorandum of Understanding pursuant to section 1 of the Local Authority Goods and Services Act 1970.

1. Status

- 1.1. This Memorandum of Understanding is an agreement between the North London Boroughs to co-operate in the effective production of the North London Waste Plan (NLWP).

2. Duration

- 2.1. This Memorandum of Understanding applies to working arrangements during the lifetime of the production of the NLWP up until the point of adoption of the plan. From then on, a revised written agreement will need to be established to co-ordinate implementation and monitoring of the NLWP. An indicative timetable is set out in paragraph 8.7 below, but the North London Boroughs understand from experience that the timetable for the plan can be subject to extension because of events outside their control.

3. Arrangements for amendments

- 3.1. Any proposed amendments to the Memorandum of Understanding will be raised and discussed at meetings of the Planning Officer Group ("POG") and Heads of Planning ("HOP") Recommendations for amendments will be put to the Planning Members Group ("PMG") for ratification (*see Schedule 2 for an explanation of the role of these groups*). Changes to the Memorandum of Understanding should aim to enhance the delivery of the Mission Statement and objectives without prejudicing any of the partners. Changes to the Memorandum of Understanding will require approval by each of the North London Boroughs at the appropriate level of their organisation.

4. Mission Statement and Objectives

- 4.1. The Mission Statement agreed by the North London Boroughs is:

"To work together in a co-operative and transparent way to enable the effective production of a 'sound', legally compliant NLWP that meets the duty to co-operate and establishes a framework of policies and includes site allocations to meet future waste capacity needs in north London during the period 2016 - 2031."

- 4.2. Within this, the North London Boroughs agree to the following Objectives:

- To develop a long-term vision for waste as a resource in north London.
- To co-ordinate the production of the NLWP as expeditiously as possible.

- To work closely with the North London Waste Authority as a key stakeholder to ensure integration with provisions for the collection and management of municipal waste.
- To ensure the NLWP conforms with the policies of the London Plan and the Local Plans of the North London Boroughs.
- To work together to raise awareness amongst stakeholders and promote sustainable waste management in north London.

5. Principles of partnership working

- 5.1. The North London Boroughs agree to conform to the following principles of partnership working:

Co-operation: agree to co-operate with each other with the aim of achieving the most sustainable waste management solutions for north London as a whole, whilst taking into consideration the implications for each North London Borough.

Accountability: actions and decisions recommended by the North London Boroughs should reflect the best interests of all council tax payers.

Transparency: will seek joint solutions to waste planning through communicating in an open and transparent manner.

6. Appointment of Lead Borough.

- 6.1. The London Borough of Camden ("Camden") shall act as the Lead Borough and legal entity for the North London Boroughs and shall enter into all contracts with third parties on behalf of the North London Boroughs. All contracts shall be awarded by the Director of Culture and Environment at Camden in accordance with Camden's Contract Standing Orders.
- 6.2 Camden will be responsible for the recruitment and management of the Programme Manager and any additional staff employed to support the work of the Programme Manager.
- 6.3 Camden will at all times act in accordance with the policies and project management arrangements set out in this Memorandum of Understanding.
- 6.4 Prior to entering into all contracts with third parties, Camden will convene a meeting of the Project Panel, which shall consist of the members of the POG, a representative of Camden's Borough Solicitor, a representative of Camden's Environment Procurement Hub and the Programme

Manager. All decisions to let contracts shall be made in consultation with this Project Panel.

7. Organisational structure and accountability

- 7.1. The North London Boroughs agree to work together within the organisational arrangements set out in **Schedule 1** and to undertake the detailed roles and responsibilities listed within **Schedule 2**.

8 Project management arrangements

Procurement of contracts

- 8.1. Camden will oversee the recruitment of consultants and contractual arrangements between Camden and the consultants. All procurement activities carried out by Camden will be conducted in line with UK and EU legislation.

Timing and frequency of meetings

- 8.2. Planning Officers Group meetings will be held every six weeks and the Heads of Planning and Planning Members Group meetings at key decision points in the plan-making process. More frequent meetings may be held to progress the plan at key stages. (See schedule 2 for terms of reference for these Groups)

Protocol for reporting and meetings

- 8.3. The North London Boroughs will provide one representative at the appropriate level to attend POG, HOP and PMG meetings and will use reasonable endeavours to provide consistent attendance of personnel.
- 8.4. The North London Boroughs will provide the consultants and the Programme Manager with information held which may assist with the production of the NLWP, with the understanding that non-publicly available information will remain confidential amongst partners.
- 8.5. The North London Boroughs will undertake regular internal briefings within their individual authority to maintain awareness of members and others and assist the decision-making process.
- 8.6. The North London Boroughs will carry out consultation arrangements in line with the timing and format set out in the revised Consultation Protocol, to be agreed by the PMG.

Decision-making arrangements

- 8.7. To enable the plan-making process to proceed as efficiently as possible, the North London Boroughs will aim to progress and not delay decisions. Predicted key decision points are listed below:

Key decision	Predicted timing
SA scoping report	Feb/March 2014
Regulation 18 draft Plan to be signed off	January 2015
Pre-submission Plan to be signed off	Winter 2015/16
Submission	Autumn 2016
Hearings	Winter 2016/17
Adoption	Autumn 2017

- 8.8. Heads of Planning will make recommendations on the content of the NLWP to the PMG. The PMG will meet before the key decision stages of the NLWP and at other times where recommended by the HOP. The PMG will review progress on the NLWP, the key issues arising during the production of the NLWP and other matters referred to them by the HOP.
- 8.9. The Programme Manager will provide Directors of Environment and HOP of the North London Boroughs with regular reports to keep them informed of progress.
- 8.10. Each of the North London Boroughs is required to seek ratification of the NLWP at each key decision stage. The North London Boroughs will use their reasonable endeavours to deal promptly and expeditiously with all required approvals of the plan in their own Borough including full Council as necessary.

Press and public relations

- 8.11. The emphasis will be on joint publicity arrangements for the NLWP in accordance with the agreed principles of partnership working and the Consultation Protocol. Publicity and public relations will be co-ordinated through the Programme Manager. Each North London Borough will endeavour to keep others informed of all relevant press releases to be publicised by Boroughs individually.

9. Costs

- 9.1. North London Boroughs agree to share on an equal basis (one seventh per borough) all costs associated with the Mission Statement and Objectives of this Memorandum of Understanding more specifically set out at paragraph 9.5 below (the "Costs"). An indicative budget for the NLWP is set out in Schedule 3. The North London Boroughs agree that control of expenditure on the NLWP is a priority and all appropriate steps will be taken by Camden to ensure that only necessary expenditure is incurred. Camden further agrees to pay the Costs only after consulting with the North London Boroughs and only on expenditure incurred which directly relates to its obligations as Lead Borough under this Memorandum of Understanding.
- 9.2. The Programme Manager will produce every quarter a financial report of the Costs of producing the NLWP, highlighting any variations. At the start

of every financial year, the Programme Manager will produce for HOP a project plan for the year ahead, reviewing expenditure in the past year and projecting expenditure for the financial year and the rest of the plan period, highlighting any changes to the indicative budget.

- 9.3 Camden will invoice each North London Borough for its share of the Costs twice a year. In October each North London Borough will be invoiced for expenditure incurred in the first half of the financial year. In March Camden will invoice each North London Borough for the remaining expenditure incurred in the financial year which will take into account any variation in costs detailed in the quarterly monitoring reports of the Programme Manager.
- 9.4 Where Camden seeks funds additional to the Costs in connection with the production of the NLWP, these will not be incurred without the approval of the HOP in conjunction with their PMG representative. Where this approval for additional expenditure is given, the North London Boroughs agree that Camden may undertake the additional expenditure or seek a variation of the contract with Urban Vision Partnership Limited, company number 5292634, (who have been appointed to advise and prepare the NLWP) and to give effect to such variation each of the North London Boroughs further undertakes to make payment of their proportion of the cost of such contract variation.
- 9.5. **Schedule 3** sets out a breakdown of the indicative Costs. Over a four year period the cost to each North London Borough will be approximately £159,000 or an average of approximately £39,750 per annum. The actual amount invoiced by Camden will vary depending on the stage of the NLWP.
- 9.6 In the event that any of the North London Boroughs for any reason withdraw from participation in this agreement they shall remain liable for all Costs and expenditure detailed in this clause 9 throughout the duration of this Agreement
- 9.7 All North London Boroughs shall make payment within thirty (30) days of receipt of an invoice for payment from Camden.
- 9.8. If any sum payable under this Agreement is in arrears for more than thirty (30) days after the due date, Camden reserves the right, without prejudice to any other right or remedy, to charge interest on such overdue sum on a day to day basis from the original due date until paid in full at a rate of 3% above Bank of England base lending rate in force from time to time.
- 9.9. Any North London Borough may notify Camden in writing within fourteen (14) days of receipt of an invoice if the North London Borough considers such invoice incorrect or invalid for any reason and the reasons for withholding payment failing which the North London Borough will raise

no objection to any such invoice and will make full payment in accordance with it.

10 Dispute resolution-

- 10.1 In the case of disagreement between the North London Boroughs, all efforts will be made to resolve problems and explore alternative solutions where appropriate to achieve the Mission Statement and Objectives of this Memorandum of Understanding.
- 10.2 The Programme Manager will oversee negotiations in resolving any dispute between the North London Boroughs.
- 10.3 The matter shall be referred in the first instance to the HOP who shall discuss the issue and use their reasonable endeavours to resolve the same.
- 10.4 If after discussion the matter has not been resolved, the matter relevant to the resolution shall be referred to the Directors of Environment or equivalent Chief Officer of each North London Borough who shall discuss the issue and use their respective reasonable endeavours to reach agreement. If agreement still cannot be reached the Directors of Environment or equivalent Chief Officer of the North London Boroughs may appoint an independent arbitrator who shall be a member of the Royal Town Planning Institute and whose decision shall be final and binding on the parties. All costs in connection with the appointment and services of the independent arbitrator shall be shared equally by the North London Boroughs.
- 10.5 Should disagreements between the North London Boroughs remain unresolved, all efforts will be made to maintain joint working arrangements between all North London Boroughs, with withdrawal from the agreement representing the last resort.
- 10.6 Any North London Borough may withdraw from participation in this Agreement by giving six months notice to the Programme Manager who will then notify the other North London Boroughs of this. Any North London Borough serving notice of withdrawal from the Agreement under this clause will remain liable for its share of the Costs throughout the remaining duration of the Agreement as set out in clause 9.6.
- 10.7 In the case of one or more of the North London Boroughs choosing to withdraw from joint working arrangements, the remaining North London Boroughs reserve the right to continue to work together to develop the NLWP for any remaining sub-regional area(s).

11. Further Agreements

- 11.1 The North London Boroughs agree to consider any legislative changes affecting this Agreement and shall consider whether any additional agreements for specific services entered into by all or some of the North London Boroughs affect this Agreement in any material way and will if necessary enter into any further Agreements.

12 Confidentiality

- 12.1 The North London Boroughs shall not divulge or dispose of or part with possession, custody or control of any confidential material or information provided to the North London Boroughs pursuant to this Agreement or obtained by the North London Boroughs pursuant to the Agreement, other than in accordance with the express written instructions of the other North London Boroughs.
- 12.2 The North London Boroughs shall take all reasonable steps as from time to time shall be necessary to ensure compliance with the provisions of Clause 12 by its employees and agents.
- 12.3 Nothing in this Clause 12 shall prevent the North London Boroughs from disclosing confidential material or information where they are required to do so by judicial, administrative, governmental or regulatory process or by the application of any applicable law including but not limited to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 12.4 Clause 12 shall survive any termination of the Agreement.

13 Indemnity

- 13.1 Subject to clause 13.4 below the North London Boroughs will fully indemnify each other in respect of any and all costs, expenses and liabilities incurred directly or indirectly as a result of the performance of their obligations under this Agreement
- 13.2 Subject to clause 13.4 below the North London Boroughs will fully indemnify Camden the lead Borough in respect of all reasonable costs expenses and liabilities directly incurred with regard to the performance of all of Camden's obligations under the terms of this Agreement.
- 13.3 It is hereby agreed that none of the North London Boroughs shall be liable to indemnify each other or Camden for any costs expenses and liabilities (hereafter "costs") ,howsoever arising, if these costs are incurred as a result of the wilful misconduct or negligence of any of the North London Boroughs or Camden.
- 13.4 To avoid doubt each North London Borough's liability under this Agreement is several and not joint.

14. Intellectual Property Rights

- 14.1 Camden shall procure that it shall include a clause in any consultant's or contractor's appointment appointed to carry out services or works pursuant to Camden's role as Lead Council, requiring the consultant or contractor to grant to each of the North London Boroughs all necessary intellectual property rights to copy and make full use of any work undertaken by or on behalf of the North London Boroughs for the purpose of their appointment (including but not limited to any data, reports, drawings, specifications, designs, inventions or other material produced or acquired in the course of such work).
- 14.2 Each North London Borough (the Licensor) grants to each of the other North London Boroughs (the Licensee) an irrevocable, non-exclusive, non-terminable, royalty-free licence, to copy and make full use of any work carried out by the Licensor in any work undertaken by or on behalf of the North London Boroughs for the purpose of this Agreement.
- 14.3 The North London Boroughs together reserve the right to determine whether the result of the works shall be published and if so on what conditions.
- 14.4 The North London Boroughs acknowledge and agree that any proposal by one member to grant a licence to a third party to use the documents and materials described in 14.1, shall be subject to the agreement of all the other North London Boroughs.
- 14.5 Any changes or edits made to the documents and materials by any of the North London Boroughs, if made under the terms of the Agreement shall be jointly owned by the North London Boroughs. Copyright in any edits or changes made to the documents and materials at the expiration of the term shall be owned by the relevant author.

15. Third Parties

- 15.1 A person who is not a party to this Memorandum of Understanding shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

16. Governing Law and Jurisdiction

- 16.1 This Memorandum of Understanding shall be governed by English law, and each of the parties hereby submits to the exclusive jurisdiction of the Courts of England and Wales.

17. Counterparts

- 17.1 This Memorandum of Understanding may be entered into in the form of two or more counterparts, each executed by one of the parties.

IN WITNESS whereof this document has been executed and delivered as a
Deed by the parties the day and year first before written.

THE COMMON SEAL of THE)
MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF BARNET)
was hereunto affixed in the presence of:-)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of THE)
MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF CAMDEN)
was hereunto affixed in the presence of:-)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of THE)
MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF ENFIELD)
was hereunto affixed in the presence of

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of THE)
MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF HACKNEY)
was hereunto affixed in the presence of

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THE COMMON SEAL of THE)
MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF HARINGEY)
was hereunto affixed in the presence of)

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THE COMMON SEAL of THE)
MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF ISLINGTON)
was hereunto affixed in the presence of

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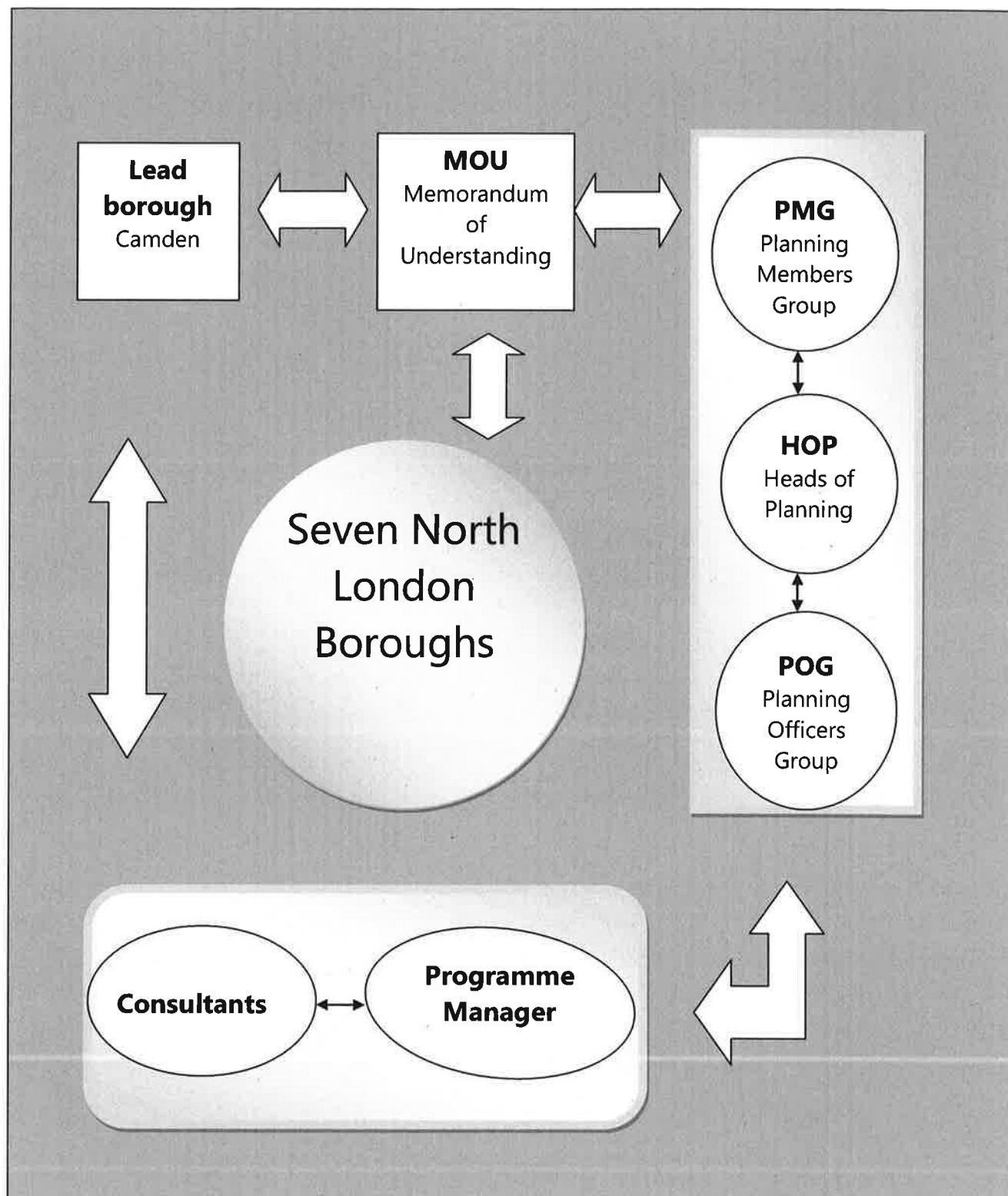
THE COMMON SEAL of THE)
MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF WALTHAM FOREST)
was hereunto affixed in the presence of:-)

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SCHEDULE 1

Organisational arrangements



SCHEDULE 2

Roles and responsibilities

Planning Officers Group (POG)

Role

- To take ownership of the plan preparation process through a close working relationship with the Programme Manager, the consultants, the Heads of Planning (HOP), and the Planning Members Group (PMG), and where necessary provide additional capacity as a working group.

Membership/personnel

- Each North London Borough will provide one senior level planning officer to attend the POG. Officers should currently work in forward planning, and have a good overview of the Local Plan preparation process within their Borough and a broad understanding of waste planning issues.
- There may also be a need for involvement of other appropriate officers from each Borough with a background in sustainable development, at key stages of the SA/SEA process.
- The Group will be chaired by a planner from one of the North London Boroughs in rotation.
- A programme of meetings will be organised by the Programme Manager. However if two or more North London Boroughs wish there to be a meeting outside these arrangements, they may request the Programme Manager to convene a meeting and such a meeting shall take place as soon as practicably possible

Responsibilities of POG members

- To actively participate in regular six-weekly meetings with the other boroughs and the consultants, to steer the NLWP preparation process.
- To contribute to progress reports with recommendations to be put to the HOP and PMG for joint decision-making where appropriate.
- To provide comments on the work of the consultants and on documents and proposals from the Programme Manager when requested
- To provide additional working capacity at certain stages in the process – in particular logistical arrangements during consultation stages.
- Each planning officer to take responsibility for reporting progress internally within their Borough and provide regular feedback to POG members, particularly where problems are identified.
- Each planning officer to take responsibility for arranging reporting mechanisms internally within their Borough, to enable ratification of the plan to proceed according to plan-making timetable.

Heads of Planning (HOP)

Role

- To oversee the NLWP preparation process
- To consider the recommendations of the Planning Officers Group (POG) and to make recommendations to Planning Members Group (PMG) on the content of the NLWP
- To agree the timetable, and budget of the NLWP and agree any necessary changes

Membership/personnel

- The North London Boroughs shall be represented equally by the Head of the Planning Service in each of the North London Boroughs
- Meetings will be convened by the Lead Borough, through the Programme Manager. However if two or more North London Boroughs wish there to be a meeting outside these arrangements, they may request the Programme Manager to convene a meeting and such a meeting shall take place as soon as practicably possible.

Responsibilities of HOP members

- To meet at key decision points in the preparation of the plan
- To consider whether the NLWP is in line with the Local Plan and the Sustainable Community Strategy/Corporate Plan of their own Borough and to bring to the attention of HOP any inconsistencies at the earliest opportunity
- To brief the Lead Member for Planning and the PMG member, if different, within their own Borough on the progress of the NLWP and any issues that arise
- To secure funding within own Borough for the agreed budget of the NLWP
- To ensure that any approval process required for the NLWP in each North London Borough is carried out promptly and expeditiously

Planning Members Group (PMG)

Role

- To oversee the plan preparation process and provide feedback in response to recommendations of the Heads of Planning (HOP).
- To jointly approve recommendations wherever possible and seek the approval of Borough Cabinet/Executive/Policy and Resources Committee (“executive”)¹ or Full Council approval where necessary.

Membership/personnel

- The North London Boroughs will be represented equally, with one executive member or deputy (with responsibility for planning, environment or similar) from each of the seven North London Boroughs.
- Meetings will be convened by the Lead Borough, through the Programme Manager. However if two or more North London Boroughs wish there to be a meeting outside these arrangements, they may request the Programme Manager to convene a meeting and such a meeting shall take place as soon as practicably possible.

Responsibilities of PMG members

- To meet at key decision points in the plan preparation process.
- To make arrangements for appointing the chair and vice chair(s) of the PMG.
- To make joint decisions in response to recommendations from HOP throughout the development of the plan, where Borough executive or Full Council approval is not required.
- To consider agreements with other local planning authorities relating to a jointly agreed strategy on cross boundary matters under the Duty to Co-operate.
- To provide the main link between key decisions made within individual Boroughs and decisions made through joint working on the PMG
- To report back to the executive within their respective Borough and ensure key decisions are made at executive level and fed back via the Programme Manager.
- To report to Full Council and help to ensure approval is made at the Submission and Adoption stages. To report this back via the Programme

¹ Camden, Enfield, Hackney, Haringey and Waltham Forest have a Cabinet. Islington has an Executive. Barnet has a Policy and Resources Committee.

Manager.

- To use information provided by the HOP to promote progress on the development of the NLWP within their respective Borough decision-making machinery.

Programme Manager

Role

- To lead in co-ordinating activity and ensuring progress on all aspects of the plan-making process, and to provide the main point of contact for all parties.

Membership/personnel

- The Programme Manager will be a full time post suitable for a Senior Officer to be recruited externally or provided by one of the North London Boroughs, and managed and accommodated within one of the Borough's offices by Camden.

Responsibilities of Programme Manager

- To lead and take responsibility for the project programme, ensuring necessary outputs are produced by all partners at key stages of the process.
- To oversee the NLWP budget, and report on financial arrangements, ensuring Boroughs are informed of payment requirements.
- To act as the main representative for the North London Boroughs in communicating with external organisations, in particular the Greater London Authority and London Councils at key points in the process and to represent the North London Boroughs in discussions with key stakeholders.
- Take a lead on co-ordinating all aspects of consultation, in conjunction with the consultants and key external stakeholders such as the North London Waste Authority.
- To lead on the responsibilities of the North London Boroughs on the Duty to co-operate and to make responses on behalf of the North London Boroughs on relevant correspondence, plans and programmes of other organisations.
- To report recommendations from the POG to HOP and from HOP to PMG at key points in the process and report back to all bodies on all decisions made.
- To co-ordinate the production of progress reports to Directors of Environment and Heads of Planning of the North London Boroughs
- To maintain regular liaison with North London Borough Cabinet members to enable key decisions to be reported back to HOP and POG.
- To manage the contract and maintain regular liaison with the consultants

outside scheduled meetings in relation to progress, logistical arrangements etc.

- To provide members of the POG with 3-4 months notice of each ratification stage of the plan-making process, to enable reporting mechanisms to be arranged within each North London Borough in accordance with the plan-making timetable.
- To provide support to the North London Boroughs outside POG meetings in order to facilitate the plan-making process e.g. training programmes for officers and members.
- To oversee negotiations in the case of any dispute between the North London Boroughs.
- To report to the POG, HOP and PMG and act upon agreements made
- To manage additional NLWP staff

SCHEDULE 3

Indicative costs and payment schedule

Indicative Budget for the NLWP

	2013/14	2014/15	2015/16	2016/17	2017/18	Total
Consultant Data Study	£42,956					£42,956
Consultant Plan	£34,186	£113,302	£106,624	£73,097	£10,076	£337,284
Programme Management	£99,921	£105,372	£110,678	£87,701	£16,188	£419,860
Publicity	£2,065	£2,041	£43,200	£29,700	£12,700	£89,706
Legal	£2,500	£8,650	£10,000	£44,000	£5,000	£70,150
Examination				£135,000		£135,000
TOTAL	£181,628	£229,365	£270,502	£369,498	£43,963	£1,094,955
Per borough	£25,947	£32,766	£38,643	£52,785	£6,280	£156,422

All costs are shared equally by the boroughs. The indicative budget for the NLWP is based on the following assumptions

- Procurement of the NLWP data study contract
- Procurement of the NLWP consultancy support contract
- Employment of Programme Manager to end of project
- Employment of Principal Planner up to September 2016 (end of hearings)
- The NLWP goes through the following stages: Regulation 18, Regulation 19, Examination and Adoption
- Costs associated with consultation at all stages
- Provision of legal advice
- Costs of holding examination including employment of Programme Officer