

## **PAPER 2**

### **SOUTH WALES REGIONAL AGGREGATES WORKING PARTY – REGIONAL TECHNICAL STATEMENT MEMBER FORUM**

#### **MEMORANDUM OF UNDERSTANDING**

#### **THIS MEMORANDUM OF UNDERSTANDING CONCERNS THE SOUTH WALES REGIONAL AGGREGATES WORKING PARTY RTS MEMBER FORUM**

#### **THE PARTIES**

1. The Parties are: -

Blaenau Gwent County Borough Council  
Brecon Beacons National Park Authority  
Bridgend County Borough Council  
Caerphilly County Borough Council  
Cardiff City Council  
Carmarthenshire County Council  
Ceredigion County Council  
Merthyr Tydfil County Borough Council  
Monmouthshire County Council  
Neath Port Talbot County Borough Council  
Newport City Council  
Pembrokeshire County Council  
Pembrokeshire Coast National Park Authority  
Powys County Council  
Rhondda Cynon Taff County Borough Council  
City and County of Swansea  
Torfaen County Borough Council  
Vale of Glamorgan Council

#### **AIM**

2. The aim of the Forum is to prepare, approve and keep up to date a Regional Technical Statement for the South Wales area, as defined by the boundaries of the 18 parties.

#### **OBJECTIVES**

3. The objectives of the Forum are:

- To consider the formulation and development of the RTS at key stages.
- To approve proposals and courses of actions as and when required to maintain satisfactory progress.
- For each representative to evaluate the final projected demand for reserves with a view to seeking approval of the proposals from their respective authorities.

- Ensuring the translation of the approved reserves into the appropriate UDP / LDP for each authority.
- 4. The Parties will regulate the proceedings of the Forum in accordance with the attached Schedule 1 which shall form part of this Memorandum.
- 5. The views or decisions of the Forum or the Working Party as provided for in Paragraph 5 of Schedule 1 on any particular matter shall have no authority to bind any individual Party in the exercise of that Party's statutory duties or powers or otherwise.

## **AMENDMENTS**

- 6. The arrangements in this Memorandum shall have force from the date of its initial signature by the majority of the parties as set out in Paragraph 1.
- 7. It shall be open to any individual Party to withdraw from these arrangements on giving no less than three months notice of its intention to do so. Such notice must be made in writing addressed to the Co-ordinator (as defined in Schedule 1) by first class surface postal delivery and shall be taken to be served 48 hours after being posted (excluding Saturdays, Sundays and Public Holidays).

## **STATUS**

- 8. Each of the Parties hereto is an independent contractor and nothing contained in this Memorandum and no action taken by the parties to this Memorandum shall be constructed to imply that there is any legal relationship between the Parties of partnership or of principal / agent nor are the parties hereby engaged in a joint venture, association or other co-operative venture and accordingly none of the Parties shall have any right or authority to act on behalf of the others or to bind any other by contract or otherwise, unless expressly accordingly permitted by the terms of this Memorandum.
- 9. A copy of this Memorandum may be made available to members of the public on request.
- 10. Each Party in entering into this Memorandum confirms that it has the power and legal authority to do so and to fulfil its functions hereunder,

## **SIGNED**

Blaenau Gwent County Borough Council  
Brecon Beacons National Park Authority  
Bridgend County Borough Council  
Caerphilly County Borough Council  
Cardiff City Council  
Carmarthenshire County Council

Ceredigion County Council  
Merthyr Tydfil County Borough Council  
Monmouthshire County Council  
Neath Port Talbot County Borough Council  
Newport City Council  
Pembrokeshire County Council  
Pembrokeshire Coast National Park  
Powys County Council  
Rhondda Cynon Taff County Borough Council  
City and County of Swansea  
Torfaen County Borough Council  
Vale of Glamorgan Council

## **SCHEDULE 1**

### **CONSTITUTION**

1. The Forum shall comprise representatives nominated by the Parties on the following basis
  - 1 Member (plus 1 Officer) from each Council or County Borough Council
  - 1 Member (plus 1 Officer) from each National Park Authority
2. Whilst each party will choose its own individual representatives they will typically be at Cabinet level.
3. In exceptional circumstances any Party may nominate a substitute or substitutes for their representatives.
4. In addition to the representatives set out above each of the Parties is entitled to have an officer present at meetings of the forum.
5. The Welsh Assembly Government, Environment Agency and other appropriate bodies will be invited to send representatives on an occasional basis depending on the item under discussion.
6. Each of the Parties shall notify the Co-ordinator (as defined below) of the name and address and email if possible of each of their representatives to whom all documents or other communications concerning the business of the Forum shall be sent and shall give notice in writing of any change in such name or address.

### **CO-ORDINATOR**

7. The Parties shall identify a person to deal with all administrative matters relating to the Forum.

### **FORUM MEETINGS**

8. The Forum shall meet at least once a year.
9. Additional meetings may be held either:
  - (i) on the decision of the Chairman or
  - (ii) at the request of the majority of the representatives of the Parties (as defined in Paragraph 1 above).
10. Meetings of the Forum shall be held in camera.
11. The Forum shall initially elect a Chairman and a Vice-Chairman from amongst the nominated representatives of the Parties. Thereafter these positions shall be elected every 2 years in the same manner.
12. Meetings of the Forum and all administrative matters relating to each such meeting (including the production of papers and minutes) shall be arranged by the Co-originator after consultation with the Chairman and except in the event of an emergency or unless otherwise agreed by all the members of the Forum in respect of any meeting or meetings.
13. The Co-ordinator shall endeavour to give at least 7 clear days prior notice in writing or by email to representatives of the date, time and place of any meeting of the Forum and the business to be transacted thereby.
14. Each meeting of the Forum shall normally commence during normal working hours and shall take place within South Wales or at such other locations as may be agreed by the Parties.
15. Subject to Paragraph 3 above the parties shall provide the Co-ordinator with such information as may be required to enable the Co-ordinator to submit properly and professionally prepared papers to each of the representatives at least 7 days prior to the meeting at which they are to be considered.
16. Minutes of the meeting will be prepared by the Co-ordinator and sent to each representative as soon as practicable (and in any event within ten working days) after the holding of the relevant meeting.
17. Notices or other communications to be given to the individual representatives shall wherever possible be despatched by e-mail to the representatives email address as notified to the Co-ordinator, and otherwise by first class surface postal delivery addressed to the recipient' address as notified to the Co-ordinator under Paragraph 1 of the Schedule and shall be taken to be served at the time the e-mail is sent or otherwise 48 hours after being posted (excluding Saturdays, Sundays and Public Holidays).

18. It is the intention of the parties that all decisions of the Forum shall be arrived at by consensus, but where voting takes place, each representative shall have one vote.

## **PUBLIC RELATIONS**

19. Any statement to the media regarding the proceedings of the Forum shall be made with the consent of the Parties. Responses to the media may be made by the Chair after appropriate consultation.
20. Any press-releases issued in the name of the Forum shall wherever possible be copied to each representative in advance.

## **TECHNICAL GROUP**

21. The Technical Group will provide the Forum with a regional technical statement.
22. Unless the Forum has specified otherwise, the Technical Group shall appoint Chairman and a Secretary from amongst the Parties (the Lead Authority) who will jointly be responsible for convening meetings, distributing papers, preparing agendas and minutes and any other administrative task.
23. The role of the Co-ordinator in relation to the Working Groups shall be limited to ensuring that remits are understood and deadlines defined.
24. The Parties undertake to allocate the appropriate level of manpower resources to enable the Working Groups to discharge the terms of reference given them by the Forum but having due regard to any support given to Lead Authority by the Welsh Assembly Government.
25. The Technical Groups shall have the power to co-opt representatives from any organisation that they consider relevant to their terms of reference.