

Constitution of the Chesterfield Canal Partnership

Bassetlaw District Council
British Waterways
Chesterfield Borough Council
Chesterfield Canal Trust Limited
Countryside Agency
Derbyshire County Council
East Midlands Development Agency
English Heritage
English Nature
Environment Agency
Inland Waterways Association
North East Derbyshire District Council
Nottinghamshire County Council
Rotherham Borough Council
Yorkshire, Derbyshire & Nottinghamshire Wildlife Trusts



As adopted 2006

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Constitution of the Chesterfield Canal Partnership

INTRODUCTION

The Chesterfield Canal Partnership was founded in 1995. The members of the Partnership are committed to the restoration, preservation and development of the canal for its historical, ecological, economic and recreational value. The aims of the Partnership are summarised in the Restoration Strategy for the Partnership entitled “2020 Vision: A Strategy for the Restoration and Development of the Chesterfield Canal” (first edition 1995, revised 1997, last revision 2005), as amended from time to time.

To date the Partnership has achieved some remarkable successes, including the reopening of the Worksop to Kiveton section of the eastern canal and the reopening of the Chesterfield to Staveley section of the western canal. To close the gap, nine miles of canal remain to be rebuilt along which there are some significant engineering challenges but there is a positive and optimistic commitment to full restoration, which now seems to be a possibility in the foreseeable future.

While the aims remain as agreed in 1995, changing circumstances require a new framework be created for the Partnership to ensure that –

- the partners can continue to support the aims of the Partnership and have clearly defined goals;
- the Partnership is open, transparent and accountable;
- the Partnership can meet the requirements of funding bodies and government agencies.

This constitution is a contribution to ensuring that the Chesterfield Canal Partnership is equipped to support future phases of restoration and development.

Chesterfield Canal Partnership

Constitution

1. NAME

1.1 The partnership is called the **Chesterfield Canal Partnership** (“the Partnership”).

2. OBJECTS (AIMS)

2.1 The primary object of the Partnership is to champion and co-ordinate the preservation, restoration and sustainable development of the Chesterfield Canal for its historical, ecological and recreational value and for its potential to attract tourism and business development.

2.2. The overall objects of the Partnership are summarised in the restoration strategy entitled **2020 Vision: A Strategy for the Restoration and Development of the Chesterfield Canal** (2006).

2.3 The Partnership is dedicated to:–

- Restore the Chesterfield Canal to full navigation using, wherever possible, the historic route.
- Explore the potential to create and develop a new navigable link between the Chesterfield Canal and the Sheffield & South Yorkshire Navigation.
- Protect, conserve and enhance the natural and built heritage of the canal.
- Improve and widen all forms of public access to the canal.
- Promote the sustainable economic and social regeneration of the Chesterfield Canal corridor in order to improve the quality of life in surrounding communities.

3. MEMBERSHIP

3.1 Membership of the Partnership will be open to all organisations, whether statutory, voluntary or private, that share the aims of the Partnership.

3.2 The Partnership comprises those bodies or organisations that have endorsed the restoration strategy **2020 Vision: A Strategy for the Restoration and Development of the Chesterfield Canal** (1997, revised 2006) and are signatories to the re-founding Memorandum of Understanding.

3.3 Current members of the Partnership may nominate other persons, bodies or organisations to become new members of the Partnership. Other persons, bodies or organisations may also apply to become members of the Partnership. In either case, appointment to the Partnership will be conditional upon the particular person,

body or organisation endorsing **2020 Vision: A Strategy for the Restoration and Development of the Chesterfield Canal** and the Memorandum of Understanding.

- 3.4 Members of the Partnership may resign from the Partnership –
- by giving 28 days notice in writing to all of the members of the Partnership; or
 - by presenting a statement of resignation to the ESG where formal exit will be deemed to follow 28 days later.
- 3.5 At the date of this Constitution, the Partnership comprises the following –
- Bassetlaw District Council
 - British Waterways
 - Chesterfield Borough Council
 - Chesterfield Canal Trust Limited
 - Countryside Agency
 - Derbyshire County Council
 - East Midlands Development Agency
 - English Heritage
 - English Nature
 - Environment Agency
 - Inland Waterways Association
 - North East Derbyshire District Council
 - Nottinghamshire County Council
 - Rotherham Borough Council
 - Yorkshire, Derbyshire & Nottinghamshire Wildlife Trusts
- 3.6 The Partnership agrees and undertakes to abide by the terms of this Revised Constitution.

4. CONDUCT OF BUSINESS THROUGH GROUPS

The Partnership will conduct its business through –

- the Executive Steering Group (“the ESG”);
- the Technical Officers Group (“the TOG”);
- ad hoc sub-groups (“the sub-groups”); and
- officers.

5. EXECUTIVE STEERING GROUP

Function of the Executive Steering Group

- 5.1. The ESG’s role is to –
- exercise executive oversight in respect of the activities of the Partnership;
 - determine strategy and priorities;
 - make executive recommendations concerning –

- medium and long term goals,
 - project structures & budgets,
 - the appointment and role of a development manager (“the Development Manager”);
 - review and monitor overall progress;
 - use its collective influence to promote the objects of the Partnership within member organisations;
 - use its collective influence to promote the objects of the Partnership within the wider region and nationally and be prepared to publicly support specific policies of the Partnership in the print and broadcast media.
- 5.2 The ESG will function as an advisory group by making recommendations to local authorities and other decision making bodies about matters concerning the development of the canal.
- 5.3 The mechanism for agreement is iterative and dependent on reaching mutual accord leading to the production of advice in the form of documents that all participating Partners can recommend, without alteration or modification, to their formal policy committees for ratification.

Composition of the Executive Steering Group

- 5.3 The ESG shall be composed of representatives from each of the bodies or organisations comprising from time to time the Partnership, including –
- one elected member from each of the participating local authorities;
 - officers from the relevant departments of the participating local authorities;
 - the chair & vice-chair of the Chesterfield Canal Trust;
 - officers from British Waterways;
 - officers from governmental and non-governmental agencies;
 - officers from the regional development agencies;
 - the chair of the TOG;
 - The Development Manager
- 5.4 Each body or organisation represented on the ESG will be required to make its own arrangements for the selection or nomination of members or officers or members and officers to represent it at meetings of the ESG.
- 5.5 Each body or organisation represented on the ESG will have one vote. Where a body or organisation is represented by more than one person –
- in the case of a local authority, voting rights will reside with the elected member or, in his or her absence, with an officer nominated by the authority concerned to vote as proxy or substitute on behalf of that member;
 - in the case of any other body or organisation, voting rights will reside with the person nominated by the body or organisation or, in his or her absence, with the person nominated by the body or organisation to vote as proxy or substitute on behalf of that person.
- 5.6 The ESG may invite persons who are not members of the ESG to attend ESG meetings in an advisory capacity, but such persons will not have voting rights.

Chair of the Executive Steering Group

- 5.7 There shall be a Chair with the title “Chair of the Chesterfield Canal Partnership”.
- 5.8 The Chair will take executive leadership of the Partnership through chairing meetings of the ESG, leading other meetings as required and corresponding on behalf of the Partnership.
- 5.9 The Chair will normally be an elected member of one of the Local Authorities represented.
- 5.10 Except where a local authority declines to take the chair, the position of chair will normally rotate every two years between the local authorities who are members of the Partnership and are willing to undertake that duty.

Meetings of ESG

- 5.11 The ESG shall meet at least twice a year (Spring and Autumn).
- 5.12 Meetings will be held by rotation in each of the Partnership local authorities’ areas. (*Rotherham – Nottinghamshire – Derbyshire*).
- 5.13 The costs of each meeting will be borne by the hosting local authority.

Secretariat

- 5.14 The ESG will appoint a secretariat to undertake administrative functions on the Partnership’s behalf. The secretariat will ordinarily be drawn from the local authority whose elected member is responsible for chairing meetings of the ESG.

Reporting

- 5.15 Each member of the Partnership shall be responsible for reporting the ESG’s deliberations to its respective body or organisation.

6. TECHNICAL OFFICERS’ GROUP

Function of the Technical Officers Group

- 6.1 The function of the Technical Officers’ Group (“the TOG”) is to –
- implement policy as directed by the ESG;
 - make decisions concerning the immediate goals of the Partnership;
 - employ staff to implement agreed work programmes to achieve the aims of the Partnership;
 - provide support to the Development Manager;
 - receive progress reports and monitor the outputs of the Development Manager;
 - develop detailed strategy in accordance with policy;
 - exercise managerial and detailed technical oversight of the various restoration and development programmes;

- facilitate the timely exchange of information relevant to the progression of restoration and development programmes;
- oversee the formation and operation of the sub-groups and to collate reports for onward transmission to ESG;
- use its collective influence to promote the objects of the Partnership beyond the Partnership.

Membership of the Technical Officers Group

- 6.2. The membership of the TOG will be drawn from the officers of the bodies or organisations comprising the Partnership.
- 6.3 The TOG may invite persons, bodies or organisations with relevant knowledge or expertise to attend TOG meetings to brief or advise the TOG.

Chair of the Technical Officers Group

- 6.4 The TOG will appoint a chair, who will ordinarily be an officer from one of the local authorities represented on the Partnership.

Meetings of the Technical Officers Group

- 6.5 The TOG will meet at least four times a year, but may meet more frequently if required.

Operation of the Technical Officers Group

- 6.7 Secretarial and administrative functions will be undertaken by the Partnership staff.

Reporting to Executive Steering Group

- 6.8 The chair of the TOG will report the deliberations of the TOG to the ESG at each bi-annual meeting.
- 6.9 The officers present at meetings of the TOG will be responsible for reporting the deliberations of the TOG to their respective organisations and ensuring that the relevant activities of their organisations are reported to the TOG.

7. SUB-GROUPS

Function of working sub-groups

- 7.1. Sub-groups may be established from time to time as required to examine specific matters using a range of expertise from within or beyond that normally available to the TOG or ESG.
- 7.2 Sub-groups will have specific briefs set by the TOG and approved by the ESG.
- 7.3 Upon completion of its brief, each sub-group will disband unless its brief is extended for an additional purpose.

- 7.4 The TOG will ordinarily set each sub-group a timetable in which it should complete its brief. If a sub-group is unable to complete its brief within the allotted time, it must report to the next following meeting of the TOG under the reporting procedure.

Membership of working sub-groups

- 7.5 The membership of each sub-group will be determined by the TOG, after consulting as appropriate anyone with recognised expertise or interest in the appointed sub-group's brief.

Operation of working sub-groups

- 7.6 Each sub-group must keep separate minutes and records of its meetings, which should be circulated within the sub-group and be available for information (on request) by the TOG.
- 7.7 Each sub-group chair will be responsible for ensuring the compilation of minutes and records of meetings of the sub-group.

Chair of working sub-groups

- 7.9 The chair of each sub-group will be appointed by the TOG.

Reporting to TOG

- 7.10 Each sub-group will report to the TOG via the sub-group chairs.

8 SUBSTITUTIONS

- 8.1 Substitutions at meetings of ESG, TOG or Sub-Groups will be allowed providing that the substitute is a bona fide representative of the body nominating the substitute.

9. QUORUM

- 9.1 No business shall be conducted at any meeting (ESG, TOG or sub-group) unless a quorum of four voting members is present.
- 9.2 No business relating to changes to the constitution or dissolution of the Partnership shall be conducted unless a majority of 75% of the membership of the ESG is present and voting.
- 9.3 If the meeting is inquorate, the chair will adjourn the meeting and will either –
- fix a time and place for the adjourned meeting to be rearranged; or
 - leave the business remaining to be transacted until the next meeting; or
 - continue with an informal meeting.

10 RESOLUTIONS

- 10.1 Decisions of the ESG, TOG and sub-groups will be made by simple majority.
- 10.2 Voting will be by show of hands or, if the chair so determines, by ballot.
- 10.3 In the event of an equality of votes, the chair will be entitled to a second or casting vote.

11. OFFICERS

- 11.1 The ESG shall review annually the number of staff required to carry out the administrative work of the Partnership and how to ensure staffing at that level.
- 11.2 At the Present time the ESG has determined to appoint a development manager (“the Development Manager”) and a part time administrative assistant (“the Administrative Assistant”).
- 11.3 The Development Manager’s role will be –
 - to progress restoration; and
 - to progress the sympathetic development of the canal and its environs according to the aims of the Restoration Strategy “2020 Vision” (1997, revised 2006).
- 11.4 The Development Manager will report to both the ESG and TOG.
- 11.5 The Development Manager will consult and liaise with relevant officers in the respective local authority areas.
- 11.6 The Development Manager will be responsible for implementing and managing the agreed work programmes and for the proper financial and administrative operation of the activities of the Partnership.
- 11.7 The role of the Administrative Assistant will be to assist the Development Manager to discharge his duties.

12 EXPENSES AND ALLOWANCES

Each member of the Partnership will be responsible for meeting any expenses incurred, or allowances claimed, by its members or officers or otherwise in connection with this Constitution.

13 FINANCE

- 13.1 All monies raised by the Partnership, or on its behalf, will be used only to further the aims of the Partnership and for no other purpose.

13.2 The Partnerships financial year will be from 1st April to 31st March.

13.3 Until such time as the ESG may decide otherwise, Derbyshire County Council shall operate as the treasurer and banker of the Partnership and shall –

- keep proper receipts and payments on account of the finances of the Partnership; and
- operate an account solely in the name of the Partnership.

14 INFORMATION

14.1 The members of the Partnership will –

- make freely available to each other any information (in any form) that is relevant to the restoration and development of the Chesterfield Canal;
- ensure that copies of relevant reports are placed on archive with the Development Manager and British Waterways;
- where there are legal or copyright issues preventing the free circulation of information these should be disclosed to the TOG and noted in the minutes.
- treat contributed information as confidential subject to the provisions of the Data Protection Act and the Freedom of Information Act;
- obtain the permission in writing of the relevant member of the Partnership before using any information (in any form) that is held by that member, and acknowledge that member's interest and contribution towards the objects of the Partnership.

15 ALTERATIONS TO CONSTITUTION

15.1 Any proposal to alter this Constitution must be submitted in writing to the chair of the ESG, at least 42 clear days prior to the meeting of the ESG at which the proposal will be considered.

15.2 Any proposal to alter this Constitution may only be carried by a resolution by a majority of 75 % of the membership of the ESG present and voting at the meeting at which the alteration is proposed.

15.3 The Secretariat to the Partnership Chair must have given the members of the Partnership at least 21 clear days' notice in writing of the meeting at which a proposal to alter this Constitution is to be proposed, and the notice must set out the terms of the proposed alteration.

16 DISSOLUTION

16.1 The Partnership may be dissolved at an ESG meeting called for that purpose, subject to at least 28 days' notice in writing being given to all members.

- 16.2 The proposal to dissolve the Partnership shall only take effect if it is supported by a resolution carried by a majority of 75% of the membership of the ESG present and voting.
- 16.3 Any grants which remain wholly unspent shall be returned to the awarding body.
- 16.4 Any subscriptions held by the Partnership shall be returned to each contributing member or, at the subscribing members absolute discretion, shall be distributed for the furtherance of canal restoration by nominating appropriate recipients and voting on the allocation of assets.

17 NOTICES

- 17.1 Any notice to be served under this Revised Constitution must be in writing and may be sent by pre-paid first class post or facsimile transmission to the addresses of the principal place of business of the members of the Partnership.
- 17.2 A notice given under this clause shall be deemed to have been given or received if sent by first class post on the second working day following the day of sending or, if sent by facsimile transmission, on the first working day next following the day of sending.

CONSTITUTION ENDS.

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(based on Draft 1.7a) (10 pages plus 1 cover & 1 contents)