

To: Members of the Cabinet

Date: 10 February 2014

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Dear Councillor

You are invited to attend a meeting of the **CABINET** to be held at **10.00 am** on **TUESDAY, 18 FEBRUARY 2014** in **CONFERENCE ROOM 1A, COUNTY HALL, RUTHIN.**

Yours sincerely

G Williams  
Head of Legal and Democratic Services

## AGENDA

### PART 1 - THE PRESS AND PUBLIC ARE INVITED TO ATTEND THIS PART OF THE MEETING

#### 1 APOLOGIES

#### 2 DECLARATION OF INTERESTS

Members to declare any personal or prejudicial interests in any business identified to be considered at this meeting.

#### 3 URGENT MATTERS

Notice of items which, in the opinion of the Chair, should be considered at the meeting as a matter of urgency pursuant to Section 100B(4) of the Local Government Act 1972.

#### 4 MINUTES (Pages 5 - 14)

To receive the minutes of the Cabinet meeting held on 14 January 2014 (copy enclosed).

**5 PROPOSAL TO CLOSE YSGOL CLOCAENOG AND YSGOL CYFFYLLIOG AND TO ESTABLISH A NEW AREA SCHOOL (Pages 15 - 72)**

To consider a report by Councillor Eryl Williams, Lead Member for Education (copy enclosed) advising Cabinet of the objections received following publication of the Statutory Notice and whether to approve implementation of the proposal.

**6 APPROVAL OF BUSINESS CASE FOR RHYL NEW SCHOOL PROJECT (Pages 73 - 92)**

To consider a report by Councillor Eryl Williams, Lead Member for Education (copy enclosed) informing Cabinet of the current position regarding the Council's submission of the Final Business Case for Rhyl New School to the Welsh Government.

**7 NATIONAL MODEL FOR REGIONAL WORKING ON SCHOOL IMPROVEMENT (Pages 93 - 118)**

To consider a report by Councillor Eryl Williams, Lead Member for Education (copy enclosed) seeking Cabinet's approval of the proposed National Model for Regional Working on School Improvement and the development of a business plan.

**8 RENEWAL OF COASTAL FACILITIES IN RHYL AND PRESTATYN (Pages 119 - 128)**

To consider a joint report by Councillors Hugh Evans, Lead Member for Economic Development and Huw Jones, Lead Member for Leisure, Youth, Tourism and Rural Development (copy enclosed) regarding the progression of the Coastal Facilities projects to the next stage.

**9 TOWN AND AREA PLANS (Pages 127 - 192)**

To consider a joint report by Councillors Hugh Evans, Lead Member for Economic Development and Huw Jones, Lead Member for Leisure, Youth, Tourism and Rural Development (copy enclosed) updating Cabinet on Town and Area Plans and seeking adoption of the Area Plans for Ruthin and Prestatyn and approval of funding for the priorities contained within those plans.

**10 VACATION OF TY NANT, PRESTATYN (Pages 193 - 206)**

To consider a report by Councillor Julian Thompson-Hill, Lead Member for Finance and Assets (copy enclosed) seeking Cabinet approval of the proposal to vacate Ty Nant Offices, Prestatyn.

**11 APPROVAL OF PREFERRED BIDDER, AND THE SECOND INTER-AUTHORITY AGREEMENT - NORTH WALES RESIDUAL WASTE PROJECT (NWRWTP) (Pages 207 - 560)**

To consider a report by Councillor David Smith, Lead Member for Public Realm (copy enclosed) regarding the progression of the formal partnership with four other North Wales Councils to jointly procure a 25 year contract for the provision of residual waste disposal facilities. **Appendix 6, 7 and 8 to this report are confidential.**

**12 HOUSING REVENUE ACCOUNT RENT SETTING, REVENUE BUDGETS AND CAPITAL BUDGETS 2014/15** (Pages 561 - 572)

To consider a report by Councillor Hugh Irving, Lead Member for Customers and Communities (copy enclosed) seeking Cabinet approval for the proposed Rent and Service Charge increase and the Housing Revenue Account Capital and Revenue Budgets for 2014/15.

**13 FINANCE REPORT** (Pages 573 - 590)

To consider a report by Councillor Julian Thompson-Hill, Lead Member for Finance and Assets (copy enclosed) providing an update on the Council's current financial position.

**14 CABINET FORWARD WORK PROGRAMME** (Pages 591 - 594)

To receive the enclosed Cabinet Forward Work Programme and note the contents.

**MEMBERSHIP**

**Councillors**

Hugh Evans  
Julian Thompson-Hill  
Eryl Williams  
Bobby Feeley

Hugh Irving  
Huw Jones  
Barbara Smith  
David Smith

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## CABINET

Minutes of a meeting of the Cabinet held in Conference Room 1a, County Hall, Ruthin on Tuesday, 14 January 2014 at 10.00 am.

## PRESENT

Councillors Hugh Evans, Leader and Lead Member for Economic Development; Bobby Feeley, Lead Member for Social Care, Adult and Children's Services; Hugh Irving, Lead Member for Customers and Communities; Huw Jones, Lead Member for Leisure, Youth, Tourism and Rural Development; Barbara Smith, Lead Member for Modernising and Performance, David Smith, Lead Member for Public Realm, Julian Thompson-Hill, Lead Member for Finance and Assets and Eryl Williams, Deputy Leader and Lead Member for Education

**Observers:** Councillors Ray Bartley, Brian Blakeley, Joan Butterfield, Jeanette Chamberlain-Jones, Meirick Davies, Richard Davies, Stuart Davies, Martyn Holland, Huw Hilditch-Roberts, Colin Hughes, Margaret McCarroll, Jason McLellan, Dewi Owens, Merfyn Parry, Arwel Roberts, Gareth Sandilands, David Simmons, Bill Tasker, Joe Welch, Cefyn Williams and Huw Williams

## ALSO PRESENT

Chief Executive (MM); Corporate Directors: Economic and Community Ambition (RM), Customers (HW) and Modernisation and Wellbeing (SE); Heads of Service: Legal and Democratic Services (GW), Finance and Assets (PMc); Revenues and Benefits (RU), Communication, Marketing and Leisure (JG), Adult and Business Services (PG), Education (KE), Customers and Education Support (JW); Programme Manager – Modernising Education (JC), Senior Officer – Strategy and Partnerships (SL), Housing Homelessness Officer (CO), Senior Officer Housing Options (SC), Acting Strategic Procurement Manager (SA), Framework Manager (TS), Design and Construction Team Manager (SE), and Committee Administrator (KEJ).

### 1 APOLOGIES

There were no apologies.

### 2 DECLARATION OF INTERESTS

Councillors Hugh Irving and Eryl Williams declared a personal interest in Agenda Item No. 8 – Business Rates Policy Developments in Wales. Councillors Julian Thompson-Hill, Barbara Smith and Eryl Williams declared a personal interest in Agenda Item No. 9 - Discretionary Rate Relief.

### 3 URGENT MATTERS

No urgent matters had been raised.

### 4 MINUTES

The minutes of the Cabinet meeting held on 17 December 2013 were submitted.

Page No. 1 – PETITION – Councillor Bobby Feeley asked that Cabinet be advised when the petition had been responded to.

**RESOLVED** that the minutes of the meeting held on 17 December 2013 be approved as a correct record and signed by the Leader.

## **5 PROPOSED CLOSURE OF YSGOL LLANBEDR**

[At the request of the Leader the Head of Legal and Democratic Services (HLDS) responded to legal issues raised prior to the meeting regarding the consultation process. The HLDS confirmed he was satisfied that relevant legislation had been complied with and there was no legal impediment to a decision being made.]

Councillor Eryl Williams presented the report detailing findings of the formal consultation on the proposal to close Ysgol Llanbedr as of 31 August 2014 and transfer existing pupils to Ysgol Borthyn, Ruthin subject to parental preference, and sought Cabinet approval to publish a statutory notice on the proposal. A letter from The Bishop of St. Asaph opposing the closure was circulated at the meeting.

Councillor Williams acknowledged the difficult decision to be made, noting that Ysgol Llanbedr used to be a thriving school, and praising the wrap around care provided. He highlighted that many children in Llanbedr did not attend the school and referred to previous difficulties affecting pupil numbers. Councillor Williams explained the context of reviewing schools and highlighted previous decisions and outcomes as part of the modernisation education programme. He also described stages of the review process which included school closure, amalgamation, federation and retaining the status quo.

The Leader referred to a recent meeting with parents and governors to discuss the issue of fair play for Llanbedr. He was satisfied that the process had been fair and that Welsh Government would take up the matter if not.

Cabinet acknowledged the need to tackle surplus places as part of the Ruthin review and noted that 21 pupils attended the school which had capacity for 54. It was also noted that only 7 of the 21 pupils lived in the community and there appeared to be no particular preference for an alternative school. Members recognised concerns raised during the consultation but highlighted the importance of providing quality education and maximising the educational potential of youngsters in the Ruthin area. Assurances were sought regarding the impact on pupils' attainment arising from the closure and further clarification was sought in terms of school preferences and consistency of approach taken with other schools. Councillor Eryl Williams and the officers responded as follows –

- Ysgol Borthyn had been named as an alternative school (being English Medium and faith based) with other schools being mentioned as suitable alternatives by consultation respondents including Gellifor, Bro Famau and Rhos Street

- only one respondent confirmed they would send their child/children to Ysgol Borthyn with most choosing not to state a preference – if it was agreed to close the school parents would be contacted again regarding preferences
- clarified the reasoning behind earlier decisions made in relation to smaller schools and the proposals for other schools part of the Ruthin area review based on specific factors relating to those schools
- earlier reviews based on numbers had not been successful and investment could be made in smaller schools if sustainable
- reported upon the good standards of attainment in Ruthin schools, highlighting that the three faith based schools were all performing well
- there were no issues over English Medium or bilingual provision in the area.

Councillor Huw Williams spoke in opposition to the closure of Ysgol Llanbedr and was disappointed that the matter had been brought before Cabinet so soon after the consultation closing date. He highlighted strong community links with the school and church, and the support of local parents and children in community events. In responding to earlier points Councillor Huw Williams explained that parents felt they had not been provided with enough information on alternative schools to express a preference. He referred to previous difficulties affecting pupil numbers but projections showed an increase in to 41 in 2014 and 47 in 2015. He also submitted that officers had under reported admission numbers and sought clarity over the reasons for closure and whether the Council had a small schools policy. The following responses were provided –

- an explanation was given of the process for analysing consultation responses following the closing date in time for submission to Cabinet
- parents had been provided with information relating to Ysgol Borthyn as the named alternative school
- admission figures were subject to change until the nursery admissions round closed – there were currently 13 nursery admissions with 4 from Llanbedr – however even at full capacity of 54 the school was not considered sustainable
- the Council's Modernising Education Policy Framework approved in 2009 included the review of any school with less than 80 pupils
- the Welsh Government had set targets for reducing surplus places and capital funding to improve schools could not be accessed unless targets were met
- there were 24% surplus places in the Ruthin area therefore the Council was not making the best use of its resources.

Councillors Joe Welch and Martyn Holland highlighted the excellent school building and facilities together with the projected increase in pupil numbers and implications of additional housing earmarked for the area as a result of the LDP. Questions were raised over savings arising from school closure and the possibility of federation with a similar school. Councillor Dewi Owens suggested a decision be deferred until future demand for school places was ascertained. The following responses were provided –

- any housing development was likely to be some years away and based on current demand was unlikely to generate more than 2 or 3 pupils for the school

- £68k savings had been identified as a year on year saving which could be used to fund prudential borrowing; although the facilities and building were good the review focused on sustainability and future investment would be required
- a mobile was used at Ysgol Borthyn and there was capacity for more pupils – a capacity assessment would be undertaken in the area when considering pupil numbers for a new Ruthin school
- federation had been considered but there would be costs associated with retaining two buildings and there was a need to reduce the asset base in order to invest in other school buildings and make the best use of resources
- acknowledged an increase in pupil numbers during the year but even at full capacity the school would not be sustainable for the future
- to defer the decision would put the Ruthin area review at risk and would impact negatively on pupils.

In his closing statement Councillor Huw Williams –

- advised that if the school closed the site would revert back to the benefactor and the Council, Diocese and Llanbedr Village would not benefit
- raised concerns that closing the school in order to reduce surplus places and attract capital funding had not been mentioned in the formal consultation document and therefore he felt the process had been improper
- was disappointed the Governing Body had received no response to their legal papers and their Solicitor was concerned as to flaws in the consultation.

The HLDS reiterated his view that due process had been followed and a decision could be made on the information presented. In moving the recommendation Councillor Eryl Williams highlighted Denbighshire's strategic approach for investing in schools and providing quality education provision across the county. Cabinet paid tribute to the energetic campaign to keep the school open but felt that the right decision was to approve the recommendation.

***RESOLVED*** that Cabinet approve the publication of a statutory notice on the proposal to close Ysgol Llanbedr as of the 31 August 2014 with existing pupils transferring to Ysgol Borthyn, Ruthin subject to parental preference.

At this juncture (11.15 a.m.) the meeting adjourned for a refreshment break.

## **6 FRAMEWORK FOR INTEGRATED SERVICES FOR OLDER PEOPLE**

Councillor Bobby Feeley presented the report seeking Cabinet's approval of the draft Statement of Intent (attached to the report) for submission to the Welsh Government in response to their intention to establish integrated health and social care services for older people with complex needs. The Statement was a regional document but highlighted areas of good practice developed in Denbighshire.

The Chair of Partnerships Scrutiny Committee, Councillor Jeanette Chamberlain-Jones provided an overview of the scrutiny debate on the Statement confirming that the committee had welcomed the proposals and asked that sufficient resources be made available to deliver those integrated services.



Discussion focused on the following –

- Welsh Language was highlighted as an important element to ensure people could converse in Welsh if they wished – it was also identified as an issue that would benefit from monitoring as part of the integration framework
- details of the timeline to develop proposals for integrated provision were provided with the submission of further actions to Welsh Government required during the year and a completion deadline in December 2014
- it was established that the integration agenda also involved the voluntary sector but funding for voluntary groups would need to be explored via locality areas
- it was hoped that previous difficulties in partnership working with Betsi Cadwaladr University Health Board (BCUHB) could be facilitated as part of the integration agenda and was an issue that would benefit from close monitoring
- the essential role of General Practitioners (GPs) in the establishment of integrated services was highlighted together with concerns over appointment waiting times and how those issues could be dealt with through the integrated framework – the issue was being managed through a number of forums including local leadership teams led by GPs. With regard to waiting times it was noted that the matter had been raised previously with BCUHB and could be highlighted again as a barrier to integration.

**RESOLVED** that Cabinet agrees that the draft Statement of Intent document (as detailed in Appendix 1 to the report) be submitted to Welsh Government as an initial regional response to the Welsh Government document “A Framework for Delivering Integrated Health and Social Care” (July 2013).

## **7 COMMON ALLOCATIONS POLICY - SINGLE ACCESS ROUTE TO HOUSING**

Councillor Hugh Irving presented the report on the development of a Single Access Route to Housing (SARTH) across the North East Wales sub region and sought Cabinet’s approval of the Common Allocations Policy for implementation locally. SARTH was a partnership project between major social landlords in North East Wales. The aim of the Common Allocations Policy (CAP) and its proposed implementation across partner organisations had been detailed within the report.

Officers responded to a number of different scenarios put to them relating to housing need and confirmed there was no cross border link between local authorities. Members were reassured that local people, including those currently on the housing list, would not be disadvantaged as a result of the new policy and that local connections featured prominently in the assessment process. Reference was made to the legal context and categorisations of reasonable preference relating to housing need in which local connections could also be applied.

The Chair of Partnerships Scrutiny Committee, Councillor Jeanette Chamberlain-Jones provided an overview of the scrutiny debate on the report highlighting a number of concerns which had been detailed in Appendix C to the report. Officers reported on progress in addressing some of the issues raised and it was noted that concerns in respect of poor quality housing provided by Registered Social Landlords should be dealt with as a separate issue. Other members raised issues not directly related to the CAP including sub-letting of affordable housing; standards

of sheltered accommodation and lack of wardens in particular areas, and tenants not maintaining properties and actively preventing improvement to properties. To ensure all issues raised would be addressed it was agreed that officers report back to scrutiny thereon.

**RESOLVED** that Cabinet –

- (a) *approves the new Common Allocations Policy for Denbighshire as detailed in Appendix A to the report, and*
- (b) *requires officers to report back to scrutiny on actions to be taken in respect of the issues raised by Partnerships Scrutiny Committee as set out in Appendix C to the report and further points raised by elected members at Cabinet.*

## **EXCLUSION OF PRESS AND PUBLIC**

**RESOLVED** that under Section 100A of the Local Government Act 1972, the Press and Public be excluded from the meeting for the following items of business on the grounds that it involved the likely disclosure of exempt information as defined in Paragraph 14 of Part 4 of Schedule 12A of the Local Government Act 1972

## **8 FUTURE OF CLWYD LEISURE LIMITED**

[This item was brought forward on the agenda with the consent of the Leader]

Councillor Huw Jones presented the confidential report on the future delivery options for the facilities currently operated by Clwyd Leisure Limited.

A petition coordinated by a member of staff at the North Wales Bowls Centre was read out urging the Council to take action to prevent the closure of the facilities.

Members carefully considered the findings of the due diligence exercise carried out and the case made for future options and took the opportunity to question the officers thereon in order to satisfy themselves as to the best way forward. During an in depth discussion serious concerns were raised about the way the company was being run and the operation of facilities. Whilst it was agreed that the Council could not take over or continue to fund the company in light of those concerns they reiterated their commitment to improving the coastal tourism and leisure offer.

**RESOLVED** –

- (a) *that the Council reaffirms its vision of developing first class tourist and leisure facilities as part of the longer term coastal offer;*
- (b) *that Cabinet calls upon the Board of Clwyd Leisure Limited to state by 31 January 2014 what its future plans are for the operation of its facilities in the short and medium terms;*

- (c) *that Cabinet endorses the position that it is too great a risk to the Council to take over the Clwyd Leisure Limited Company;*
- (d) *that in light of the ongoing concerns and the due diligence exercise findings, the Council ceases to fund Clwyd Leisure Limited completely from 1 April 2014 onwards, and*
- (e) *that the current funding available to support Clwyd Leisure Limited (circa £200k in 2014/15) is used to support these changes and to develop an interim offer whilst the Council decides upon the longer term coastal offer.*

At this point Cabinet adjourned for lunch and resumed in open session at 3.00 p.m.

## **9 BUSINESS RATES POLICY DEVELOPMENTS IN WALES**

Councillor Julian Thompson-Hill presented the report detailing legislative changes to Business Rates to promote new developments and bring back into use long term empty properties, and recommended Cabinet adopt the two new schemes.

Both schemes had been designed to promote growth and increasing levels of employment on a national scale. In response to questions the Head of Revenues and Benefits advised that the maximum amount of European aid limits would apply and ratepayers would benefit from the most favourable scheme in cases where more than one applied. Cabinet noted the merits of the schemes and the Leader asked that they be promoted as much as possible to maximise the economic benefits.

***RESOLVED*** *that the 'model resolutions' and 'model application forms' for both new schemes in respect of Business Rates as set down by the Welsh Government be formally adopted.*

## **10 DISCRETIONARY RATE RELIEF**

Councillor Julian Thompson-Hill presented the report on the levels of Discretionary Rate Relief (DRR) awarded to Charities and Non Profit making organisations and sought approval of proposed amendments to the DRR Criteria.

Members were provided with the current cost of DRR to the Council together with actions to generate savings for 2015/16, and asked to consider further amendments to the DRR criteria. Under current legislation rate relief could only be amended from 2015/16 for existing applicants but with immediate effect for new applications. Cabinet discussed the case for amendment and welcomed the proposals as an equitable way forward to ensure the Council continued to provide discretionary relief where needed and to benefit the local community.

***RESOLVED*** *that Cabinet approve the proposed amendments to the Discretionary Rate Relief Criteria to be applied from 1 April 2014 for new applicants and 1 April 2015 for existing applicants, as set out in paragraphs 4.1 – 4.9 of the report.*

## **11 BUDGET 2014 / 2015**

Councillor Julian Thompson-Hill presented the report detailing the budget proposals for 2014/15 and resulting 3.5% increase in the level of Council Tax. Additional budget saving proposals of £2m in order to finalise the Revenue Budget for 2014/15 had been attached to the report (Appendix 1) together with details of previously approved budget savings of £6.5m for 2014/15 (Appendix 2).

Reference was made to members' views arising from the recent Budget Workshop and the reasoning behind the proposals put forward. Some reservations were expressed regarding the use of general balances to help meet the savings shortfall, but Cabinet was reassured that balances would remain at a reasonable level and did not pose a risk to the authority. The use of balances was intended as a one off allocation allowing time to develop further savings proposals for 2015/16. Any windfalls at the end of the financial year would be allocated to general balances unless earmarked for specific services. The significant financial challenge for future years was also highlighted with more difficult decisions to be made.

Councillor David Smith paid tribute to the Head of Finance and Assets and his team for their hard work and management of the budget setting process.

**RESOLVED** that Cabinet –

- (a) *supports the budget proposals for 2014/15 as shown in Appendix 1 to the report and recommends accordingly to full Council, and*
- (b) *recommends the resulting 3.5% increase in the level of Council Tax for 2014/15 to full Council.*

## 12 FINANCE REPORT

Councillor Julian Thompson-Hill presented the report detailing the latest financial position and progress against the agreed budget strategy. He provided a summary of the Council's financial position as follows –

- an under spend of £951k was forecast across service and corporate budgets
- 76% of agreed savings had been achieved to date (target £3.061m)
- highlighted key variances from budgets or savings targets relating to individual service areas
- a negative movement of £6k on school balances brought forward from 2012/13
- a general update on the Capital Plan and Housing Revenue Account.

Cabinet was also asked to approve three transfers to reserves as detailed in section 6 of the report. In response to a question from the Leader, Councillor Thompson-Hill advised that the Council was currently projecting an underspend of £950k at the end of the financial year but that figure was subject to change.

**RESOLVED** that Cabinet –

- (a) *note the latest financial position and progress against the agreed budget strategy, and*

(b) *approve the following transfer to reserves as detailed in Section 6 of the report:*

- *£72k to the EDRMS Reserve*
- *£355k to the Strategic Investment Reserve (Extra Care Housing)*
- *£300k to a Modernising Social Care Reserve.*

### **13 CABINET FORWARD WORK PROGRAMME**

Councillor Hugh Evans presented the Cabinet Forward Work Programme for consideration. The Head of Legal and Democratic Services advised that if a scrutiny committee called upon Cabinet to review the decision taken in respect of Ysgol Llanbedr the issue would need to be considered at the February meeting.

**RESOLVED** *that Cabinet's Forward Work Programme be noted.*

### **EXCLUSION OF PRESS AND PUBLIC**

**RESOLVED** *that under Section 100A of the Local Government Act 1972, the Press and Public be excluded from the meeting for the following items of business on the grounds that it involved the likely disclosure of exempt information as defined in Paragraph 14 of Part 4 of Schedule 12A of the Local Government Act 1972*

### **14 NORTH WALES SCHOOLS AND PUBLIC BUILDINGS CONTRACTOR FRAMEWORK**

Councillor Julian Thompson-Hill presented the confidential report recommending the appointment of named contractors to the North Wales Schools and Public Buildings Contractor Framework (NWSPBCF). The report detailed the outcome of the NWSPBCF procurement process and merits of the collaborative approach.

Councillor Thompson-Hill introduced the team working on the framework and paid tribute to their hard work. Officers confirmed each authority could determine their own specific economic needs and community benefits sought for each project.

**RESOLVED** *that the named contractors detailed in paragraph 3 of the report be appointed to the North Wales Schools and Public Buildings Contractor Framework.*

The meeting concluded at 4.15 p.m.

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<b>Report To:</b>	<b>Cabinet</b>
<b>Date of Meeting:</b>	<b>18<sup>th</sup> February 2014</b>
<b>Lead Member / Officer:</b>	<b>Councillor Eryl Williams</b>
<b>Report Author:</b>	<b>Head of Customers and Education Support</b>
<b>Title:</b>	<b>Proposal to close Ysgol Clocaenog and Ysgol Cyffylliog and to establish a new area school</b>

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## **1. What is the report about?**

- 1.1 This report is to advise Cabinet of the process that is required to be followed as a consequence of the conclusion of the Statutory Notice period which would allow a determination to be made on the proposal.

## **2. What is the reason for making this report?**

- 2.1 Following the completion of a period of Statutory Notice, a decision is required on whether to proceed to implement the proposal to close Ysgol Clocaenog and Ysgol Cyffylliog on the 31<sup>st</sup> of August 2014 and to establish a new area school on the existing sites.

## **3. What are the Recommendations?**

The recommendations for Cabinet are:-

- (i) to consider the findings of the objections report
- (ii) Subject to consideration of the above, to approve implementation of the proposal to close Ysgol Clocaenog and Ysgol Cyffylliog on the 31<sup>st</sup> August 2014 to enable a new area school to be opened on the 1<sup>st</sup> September 2014 using the existing sites at Clocaenog and Cyffylliog.

## **4. Report details.**

- 4.1 The Council published a Statutory Notice on the 7<sup>th</sup> of January 2014 notifying stakeholders of the intention to close Ysgol Clocaenog and Ysgol Cyffylliog on the 31<sup>st</sup> of August 2014 and to establish a new area school on the existing sites. The 28 day Statutory Notice period came to an end on the 3<sup>rd</sup> of February 2014.

- 4.2 In line with the requirements of the new school organisation code (<http://wales.gov.uk/topics/educationandskills/publications/guidance/school-organisation-code/?lang=en0>), the proposals were published on Denbighshire County Council's website and near the main entrance to the existing schools which are subject of the proposal.
- Each school subject to the proposals were provided with copies of the notice to distribute to pupils, parents carers and guardians, and staff members (the schools may distribute the notice by email);
- 4.3. On the day that the proposals were published, the following received either a hard copy of the proposals or were emailed a link to the relevant website:
- Denbighshire County Council;
  - Conwy County Borough Council;
  - the Church in Wales Diocese St Asaph and the Wrexham Roman Catholic Diocesan Authority;
  - the Governing Body of Ysgol Clocaenog, Ysgol Cyffylliog, Ysgol Pen Barras, Ysgol Pantpastynog, Ysgol Rhewl and Ysgol Pantpastynog.;
  - the Welsh Ministers;
  - the Assembly Members (AMs) representing North Wales, the Assembly Member and Member of Parliament (MP) representing Clwyd West and for information the Members of Parliament and Assembly Members representing Clwyd South and the Vale of Clwyd;
  - Estyn;
  - GWE - the Regional Education Consortium;
  - the relevant teaching and staff trade unions representing teachers and other staff at any school which is the subject of the proposals;
  - Taith – the Regional Transport Consortium;
  - the Police and Crime Commissioner for North Wales;
  - Cynghorau Cymuned, Clocaenog, Cyffylliog and Derwen;
  - Mudiad Meithrin and Cylch Meithrin Clocaenog;
  - Denbighshire County Council Partnership and Communities Team;
- 4.4 All objections submitted during the notice period had to be made in writing or by email. At the end of the consultation period on the 3<sup>rd</sup> February 2014 the Council had received 16 individual objections from members of the Community and a petition signed by 144 individual people.

### Process

- 4.5 In determining proposals the School Organisation Code states decision makers:
- **must** consider whether there are any other related proposals;
  - **must** ensure that the statutory consultation has been conducted in accordance with this Code;  
<http://wales.gov.uk/topics/educationandskills/publications/guidance/school-organisation-code/?lang=en>
  - **must** ensure that the proposal has been published in accordance with this Code and the notice contains all the required information;
  - **must** consider the consultation document and consultation report;



- **must** consider the objections and the objection report and any responses to the notice supporting the proposals;
- 4.6 Under section 54 of the School Standards and Organisation (Wales) 2013 Act another local authority affected by the proposals may within 28 days refer the proposal to the Welsh Minister for consideration.
- 4.7 The School Organisation Code clearly states that “where a local authority’s proposals have received objections, and require determination under section 53 of the 2013 Act, the local authority **must** not approach the determination of these proposals with a closed mind. Objections **must** be conscientiously considered alongside the arguments in respect of the proposals and in the light of the factors set out in section 1.3 – 1.14 of this Code.”
- 4.8 In considering the proposal Cabinet should take into account the factors highlighted within the code which include quality and standards in education, need for places and the impact on accessibility of schools, resourcing of education and other financial implications as detailed in the School Organisation Code. Appendix 1, the Determination Report provides Cabinet with a summary of the factors to be considered prior to determining any proposal.
- 4.9 In addition, in accordance with the 2013 Act Cabinet are required to give full consideration to the objections received by the Community to the proposal. The objections have been collated into an Objection Report which detail the objections received and the response of the local authority to these concerns. This is attached as Appendix 2.

## **5. How does the decision contribute to the Corporate Priorities?**

- 5.1 The proposal supports the priority of “Improving performance in education and the quality of our school buildings” and has been highlighted as a work stream as follows: “We will continue to review school provision across the County to ensure that we provide the right number of school places, of the right type, in the right location.

## **6. What will it cost and how will it affect other services?**

- 6.1 Should the recommendation be approved it has been identified that one school on two sites will increase the budget requirement for the school during this interim period. This will have no overall impact on the costs for the Council as these increased costs will be considered as part of the overall funding formula for schools and will be met across the entire school budget.
- 6.2 There is an anticipated increase in home to school transport costs as a consequence of the first phase. The Consultation document highlighted a potential additional cost of £39k dependent upon agreements as to which site pupils may be located within the new area school arrangements. Should the proposal be implemented the Council will work with the Temporary Governing

Body to confirm such arrangements to minimise disruption for parents and pupils and also to reduce significantly any additional transport costs.

- 6.3 In order to progress to phase two, there will also be a need to undertake feasibility work on the potential sites and then the preferred site. This work will be undertaken by staff from Finance and Assets. The costs for this work will be met from the existing allocation for the Corporate Plan priority area for Modernising Education within the Council's Capital Programme.

**7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision? The completed EqIA template should be attached as an appendix to the report.**

- 7.1 The EqIA undertaken on the proposal suggested that there would be minimal impact in respect of the first phase of the proposal. The development of an area school would provide greater capacity to respond to fluctuations in pupil numbers and reduce the age range taught together.

**8. What consultations have been carried out with Scrutiny and others?**

- 8.1 Full consultation has been undertaken with all stakeholders and the findings from the Formal Consultation period were presented to Cabinet on the 17<sup>th</sup> of December 2013. Objections submitted during the statutory notice period are summarised in the objections report.

**9. Chief Finance Officer Statement**

- 9.1 The proposals may see an increase in the cost of the school transport service but any savings will accrue to the schools budget and be reinvested in education. This would potentially cause a pressure within the transport budget. The Council has set aside funds towards the modernising education priority and this would be a legitimate use of those funds. Once the pressures are clear, then budget can be moved from modernising education into school transport to cover it.

**10. What risks are there and is there anything we can do to reduce them?**

There is a strong possibility that the proposal could result in adverse publicity for the Council and in adverse public comments.

To minimise this risk the Council will seek to ensure clear communication with all stakeholders.

**11. Power to make the Decision**

School Standards and Organisations (Wales) Act 2013  
Modernising Education Policy Framework (approved by Cabinet January 2009)

# Appendix 1: Determination Report

## 1.0 Summary

1.1 The purpose of this report is to inform members about the decision required in relation to the publication of a statutory notice for:

- The closure of Ysgol Clocaenog on the 31<sup>st</sup> August 2014,
- The closure of Ysgol Cyffylliog on the 31<sup>st</sup> August 2014
- The opening of a new Welsh medium split site school for 4 – 11 years old on the two current sites.

1.2 It is recommended that this proposal is approved for implementation. This proposal will ensure the retention of primary provision in the rural area to the west of Ruthin. By 2018 it is projected that there will be 83 pupils requiring primary provision in the area. The establishment of the area school will provide a sustainable provision.

## 2.0 Background to the proposal

2.1 Denbighshire County Council's Cabinet approved the Modernising Education Policy Framework in January 2009 to provide a platform upon which to review existing school provision.

2.2 The council is committed to providing a first class education for all children and young people in the county. As part of this commitment, the Council has agreed that 'modernising education provision' is a priority because we recognise the importance of having school buildings, learning environments and resources that meet the needs of 21st century Wales.

2.3 The objectives of the review are:

- To ensure the sustainability of high quality education provision
- Improve the quality of school buildings and facilities;
- Provide the right number of places, of the right type in the right location;

## 3.0 Ruthin Review – Informal Consultation

3.1 In November 2012, Denbighshire's Cabinet approved the commencement of a review of primary school provision in the Ruthin area. The review included eleven primary schools in the area:-

- Ysgol Borthyn
- Ysgol Bro Famau (Llanarmon yn Ial and Llanferres)
- Ysgol Clocaenog
- Ysgol Cyffylliog
- Ysgol Gellifor
- Ysgol Llanbedr
- Ysgol Llanfair Dyffryn Clwyd
- Ysgol Pen Barras

- Ysgol Pentrecelyn
- Ysgol Rhewl
- Ysgol Bryn Clwyd was also considered at the request of the Federated Governing Body of Ysgol Bryn Clwyd and Ysgol Gellifor.

3.2 The informal consultation document highlighted a number of issues that needed to be addressed to achieve long term sustainability. These included:

- a. Sustainability of Schools and High Quality Provision
- b. Surplus Places
- c. Condition and Suitability of School Buildings (incl. use of Mobile Accommodation)
- d. Recruitment of Head Teachers
- e. Demand for Welsh Medium Education

3.3 Following careful consideration of the issues raised during the Informal Consultation stage, the following six proposals were approved by the Cabinet. These were:

- Creation of new area school to serve the communities of Clocaenog and Cyffylliog.
- Closure of Ysgol Llanbedr with transfer of pupils to Ysgol Borthyn, Ruthin subject to parental preference.
- Ruthin town area detailed feasibility.
- Proposed federation of Ysgol Llanfair Dyffryn Clwyd and Ysgol Pentrecelyn.
- Support for the Federation of Ysgol Bryn Clwyd and Ysgol Gellifor.
- Retention of Ysgol Bro Famau.

#### **4.0 Formal Consultation**

4.1 In June 2013, Cabinet approved recommendations to start a formal consultation on the proposal to amalgamate Ysgol Clocaenog and Ysgol Cyffylliog from the 1st of September 2014. Formal consultation started on the 9<sup>th</sup> of September 2013 and came to an end on the 22<sup>nd</sup> of October 2013. A formal consultation document (Appendix A) was published which provided details of the proposal.

4.2 During the formal consultation, parents, staff, governors, children and young people were consulted along with other statutory consultees. The findings of the formal consultation can be found in Appendix B and were presented to Cabinet on the 17<sup>th</sup> of December 2013.

4.3 At this meeting, Cabinet approved a recommendation to publish a statutory notice to establish a new area school to replace Ysgol Clocaenog and Ysgol Cyffylliog.

## 5.0 Statutory Notice

5.1 A Statutory Notice was published on the 7<sup>th</sup> of January 2014. A copy is attached in Appendix C. The notice period came to an end on the 3<sup>rd</sup> of February 2014.

5.2 In total 16 objections were received during the consultation period. In addition a petition was also submitted. The points raised and the responses provided are included in the Objections Report (Appendix 3).

## 6.0 Determining School Organisation Proposals

6.1 When approving or determining proposals, relevant bodies:

- **must** consider whether there are any other related proposals;
- **must** ensure that the statutory consultation has been conducted in accordance with this Code (the requirement to consult does not apply to proposals to discontinue a school which is a small school);
- **must** ensure that the proposal has been published in accordance with this Code and the notice contains all the required information; **must** consider the consultation document and consultation report;
- **must** consider the objections and the objection report and any responses to the notice supporting the proposals;

## 7.0 The Schools

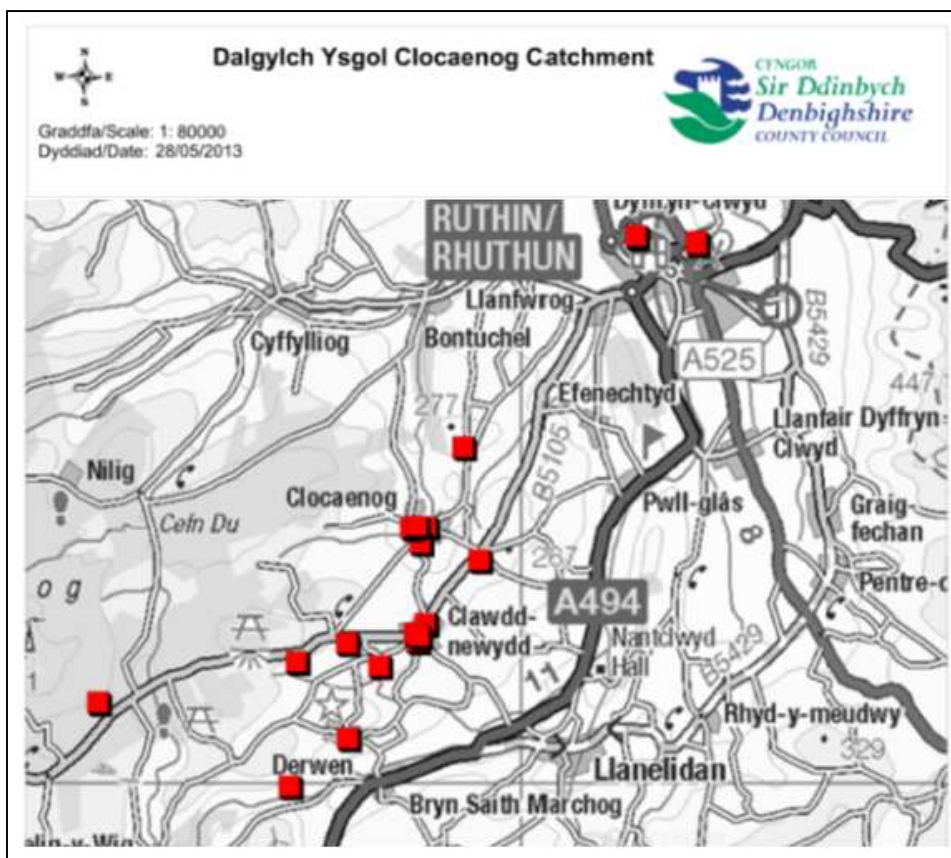
### 7.1 Ysgol Clocaenog

Ysgol Clocaenog is located in the centre of the village of Clocaenog and serves an age range of 4 – 11 years old. It is a Community Primary School predominately serving children from the villages of Clocaenog, Clawddnewydd and Derwen and the surrounding area. As of January 2013 Ysgol Clocaenog had 36 full time pupils. The council's forecast of future pupil rolls suggests an increase in future pupil numbers. The capacity of the school building has been calculated at 36 pupils. As of January 2013 the school had no surplus (empty) places. Educational Standards at the school are good. The school's last Estyn Inspection was in October 2012.

The council's forecast of future pupil rolls suggests that an increase in future pupil numbers will occur at the school as illustrated below:

Current	Projected Full Time pupil numbers – January PLASC				
2013	2014	2015	2016	2017	2018
36	39	45	47	47	48

The map on page 4 shows the catchment area for Ysgol Clocaenog based upon pupils at the school in January 2013.



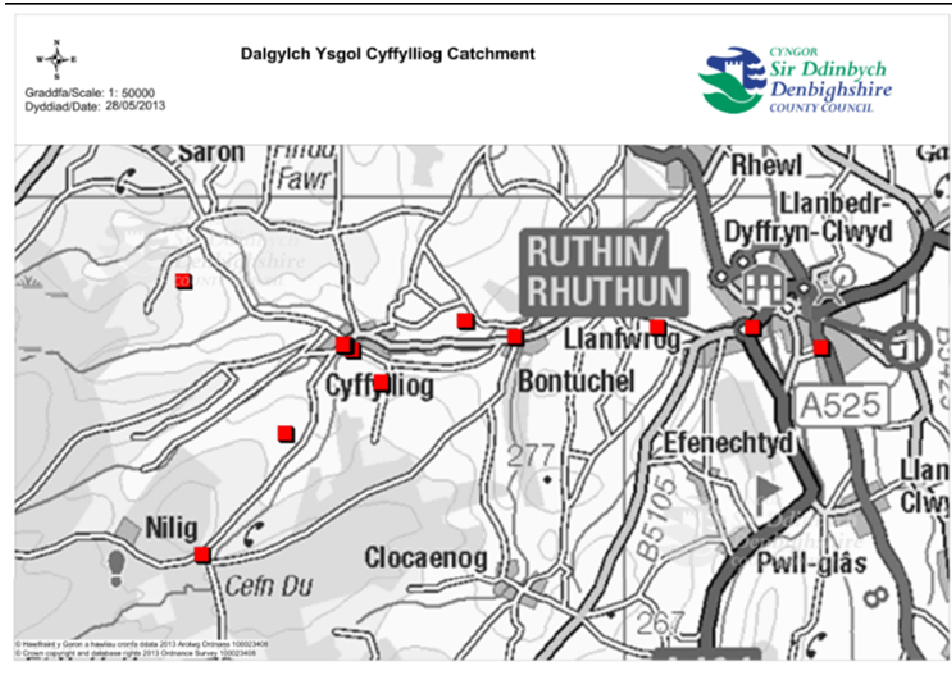
## 7.2 Ysgol Cyffylliog

Ysgol Cyffylliog is located within the village of Cyffylliog and serves an age range of 4-11. The school predominately serves children from Cyffylliog, Bontuchel and the surrounding area. As of January 2013 Ysgol Cyffylliog had 19 full time pupils. The forecast of future pupil numbers suggests that an increase will occur. The capacity of the school building has been calculated at 45 pupils. As of January 2013 the school had 26 surplus (empty) places; equivalent to 57% of the total capacity. Educational standards at the school were judged adequate when the school was inspected by Estyn in March 2011. Following a period of monitoring by Estyn the school was judged as good in November 2013 and subsequently removed from the Estyn category of 'schools that need significant improvement'.

The council's forecast of future pupil numbers suggests that an increase will occur at the school as illustrated below:

Current 2013	Projected Full Time pupil numbers – January PLASC				
	2014	2015	2016	2017	2018
19	25	29	31	35	35

The map on page 5 shows the catchment area for Ysgol Cyffylliog based upon pupils at the school in January 2013.

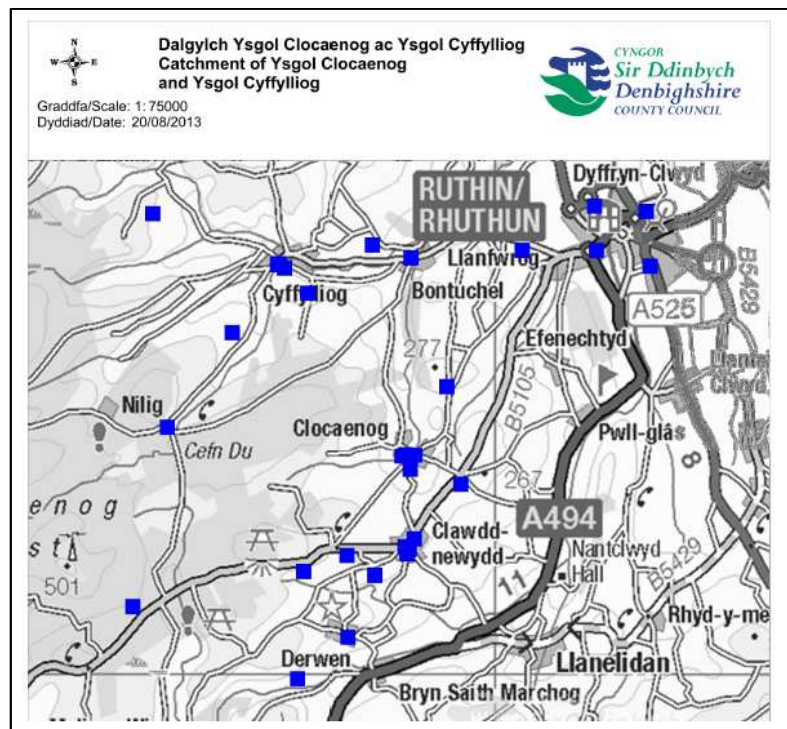


### 7.3 Combined catchment

The council's forecast of future pupil numbers suggests that the combined catchment will have an increase as illustrated below:

Current	Projected Full Time pupil numbers – January PLASC				
2013	2014	2015	2016	2017	2018
55	64	74	78	82	83

The combined catchment is illustrated below:



## **8.0 Quality and standards in education**

- 8.1 Objectors have questioned the need to close Ysgol Cyffylliog as it is now removed from the list of schools requiring monitoring by Estyn following a successful monitoring visit in November 2013. However it is Estyn's opinion that this proposal is likely to at least maintain the present standards of education provision in the area. Estyn agrees that during phase one (one school on two sites) the expected benefits include the following:
- the age range of pupils taught together will be reduced;
  - teaching capacity will increase; and
  - the development of better leadership and management structures, to provide increased opportunities for staff development and progression.
- 8.2 Following implementation of phase two (single site area school), the expected benefits include the following:
- an improved learning environment for all pupils;
  - the potential for economies of scale;
  - sufficient capacity to absorb fluctuations in pupil numbers;
  - reducing the number of Head Teachers required; and
  - ensuring the long term sustainability of the school and its ability to deliver the changing curriculum.

### **Special Education Needs (SEN) Provision**

- 8.3 Support for pupils with SEN will be provided by Denbighshire County for pupils who experience difficulties because of the proposed change. At the time of the last school census (January 2013) 7 pupils attended Ysgol Clocaenog or Ysgol Cyffylliog and were registered as requiring either school action plus or school action. There were no statemented pupils at either school. Estyn agree that the move to a Single Site Area School (Phase 2) will result in greater change, particularly for pupils with SEN.
- 8.4 Denbighshire County Council will take all practicable steps to minimise disruption for all pupils by working closely with the Head teacher and Temporary Governing Body. Additional support will be provided, if required, to assist pupils with the transition.

### **Standards**

- 8.5 In its most recent report on Ysgol Clocaenog, Estyn found that in assessments at the end of the Foundation Phase in 2012, in comparison with schools that have similar levels in terms of entitlement to free school meals, the school was performing lower than its statistical family, local authority and all-Wales averages in language, literacy and communication and in personal and social development and wellbeing and cultural diversity. The percentages who achieved outcomes 5 and 6 in mathematics were higher than family, local authority and all-Wales averages.
- 8.6 In key stage 2 over the last three years, the school's performance in english, mathematics and science had been consistently higher than the averages for



Wales and similar schools. The school's performance in Welsh, apart from in 2009, has been lower. Achievements at level 5 in all subjects have been lower than the average figures for the family and Wales in the last three years.

- 8.7 Estyn's most recent report on Ysgol Cyffylliog found that numbers in every year group were very small in key stage 1 and key stage 2, therefore end of key stage results have to be treated with care because one pupil's results can have a substantial impact on the school's performance.
- 8.8 Estyn found that over the last four years, the results of teacher assessments at the end of key stage 1 had improved, and since 2008 have been 100% in terms of the number attaining level 2 (the expected level) in every indicator. This places the school in the top 25% in comparison with schools with similar percentage of pupils entitled to free school meals, and better than the results of the family of schools, the local authority and all-Wales.
- 8.9 Over the same period, the performance at key stage 2 has been inconsistent. Results in Welsh and mathematics have placed the school in the bottom quarter of similar schools in three of the last four years.
- 8.10 It is Estyn's opinion that the proposal realistically considers that the new arrangements will provide additional teaching capacity for smaller groups of pupils who are in need of extra support; including greater capacity for more able and talented pupils. In addition, there will be opportunities for pupils to be taught within a reduced age range. The proposal does not include an evaluation of teaching; however Estyn, in its most recent reports, judged it to be good at Ysgol Clocaenog and good at Ysgol Cyffylliog (Estyn Monitoring visit November 2013).
- 8.11 It is Estyn's opinion that:
- The proposal reasonably expects that the new arrangements will lead to a raise in standards through teachers working together to plan and prepare high quality lessons, by undertaking peer observations of the best teachers and by sharing resources to enable more efficient and innovative ways of working.
  - The proposed new arrangements may reasonably be expected to see the development of better leadership and management structures, to provide increased opportunities for staff development and progression, and reduce the current difficulty in recruiting head teachers.
  - The proposal has considered appropriately the new leadership and management arrangements. The new arrangements would call for one Governing Body, one executive head teacher and one group of staff. Prior to the opening of the Area School, on 1st September, a Temporary Governing Body would be established to take key decisions such as the appointment of the head teacher.

### **Curriculum Delivery**

- 8.12 Objectors have questioned the impact of educating children on two sites and identify the disruption transporting from one site to another will have on their

children's education. In the formal consultation document Denbighshire County Council proposed KS1 to be located in Cyffylliog and KS2 in Clocaenog as a means of accommodating all pupils and reducing the taught age range.

- 8.13 Following consideration of responses from the formal consultation, Denbighshire County Council listened to the views of parents and will now adopt a more flexible approach. Denbighshire County Council will work closely with the Temporary Governing Body and the new Head teacher to find a classroom configuration which will work for curriculum delivery and staff.
- 8.14 The proposal states that both sites are in need of significant investment to enable them to provide a learning environment fit for purpose to meet the requirements of the 21st Century Schools Programme. Objectors question this statement and have stated that the building in Cyffylliog is fit for purpose. Neither school has adequate indoor sports facilities for pupils. Both schools access nearby playing fields to use as outdoor sports facilities. The development of a new school in phase two would provide indoor sports facilities which would enable the school to offer pupils a broad range of experiences in physical education.

## **9.0 Need for places and the impact on the accessibility of schools**

- 9.1 Within the Ruthin area there are Welsh Medium, English Medium and Dual Stream provision. The outcomes from each language category are as follows:

Category	Outcomes
Welsh Medium (1)	The normal expectation is that pupils, regardless of home language, will be able to transfer easily to Welsh medium Secondary provision and by the end of Key Stage 2 will have reached a standard in English equivalent to that reached by pupils in predominantly English medium schools.
English Medium (5)	The normal expectation is that pupils will transfer to English medium secondary provision and continue to learn predominantly through the medium of English, learning Welsh as a second language.
Bilingual (Dual Stream)	For pupils in the Welsh stream, normal expectations are as for category 1. For pupils in the English medium stream, normal expectations are as for category 5.

- 9.2 The wider proposals ensure that the area will retain English, Welsh, and Faith provision in a mix of rural and town locations. The informal consultation involved all 11 schools and the diocesan authority.
- 9.3 The proposal is likely to have limited impact on other schools in the area. Denbighshire County Council anticipates that, following completion of the first

phase, the majority of pupils attending the Clocaenog and Cyffylliog sites of the Area School would transfer to the New Area School. The proposal identifies other available primary schools for those parents or guardians who choose to send their children elsewhere. These schools have 78 combined surplus places.

- 9.4 There is expected to be limited impact on secondary provision in the area. Both schools currently feed Ysgol Brynhyfryd, which the proposal states could expect to see an increase in pupils for the welsh medium stream due to the new primary school being a welsh-medium primary School where at least 70% of the teaching is through the medium of welsh.
- 9.5 In phase one; the current proposals will create additional transport costs as pupils are transported from their home to their designated site for the period that the school stays on two sites.
- 9.6 In phase two, in line with the current transport policy, pupils would receive free home to school transport, if they live more than 2 miles from the new school. Existing pupils living more than two miles away from the new school will receive free transport while they remain at the new school even if the new location isn't their nearest suitable school. This may not be the case if their home address changes.
- 9.7 It has been demonstrated that some pupils will travel further to their school as a result of this proposal due to their classroom being on an alternative site. Free home (Home School) to school transport will be provided for pupils in accordance to Denbighshire County Council Transport Policy and journey times will remain below 45 minutes which is in accordance to Welsh Government expectations.
- 9.8 Objectors have questioned the suitability of the road network for transporting pupils and have identified the congestion that this proposal will create. The Council acknowledges that the proposal will increase transport along a rural road. The road is already used by public transport buses to provide the number 70 Ruthin area service (Ruthin to Betws GG via Clawddnewydd, Clocaenog, Bontuchel and Cyffylliog).
- 9.9 Estyn state that "The proposer appears to have given reasonable consideration to the impact of the proposal on pupils' travel arrangements and their ability to access the provision".

## **10.0 Resourcing of education**

- 10.1 Currently Ysgol Clocaenog cost per pupil is £5,342 and Ysgol Cyffylliog cost per pupil is £7,857 per annum. It has been estimated that the average cost per pupil will be between £6,000 and £6,500 per pupil as a result of this proposal. This is higher than the Denbighshire average of £3,951 per pupil.

- 10.2 The budget for the new area school has been estimated as £413k a net increase of £24k on the current combined total budget of £389k (2013 – 14). The budget for every school in Denbighshire is derived from the same funding formula and the final budget will be dependent on the pupil numbers attending the school. It has been identified that revenue savings will be generated on implementing a second phase of moving the school to one site.
- 10.3 This proposal represents a more efficient use of teaching space on both sites. The area school would provide an overall capacity across all the age ranges of 81 full time places and 10 part time places. Based on current projections for 2014 and assuming all pupils transfer to the area school, this would leave a surplus of 17 places.
- 10.4 The current proposal will cost more than the current provision. Neither school are projected to be in financial deficit based upon their existing 3 year plan. Additional transport cost of up to £40k per annum would be as a result of providing additional transport between sites based upon the maximum number of pupils requiring additional transport.
- 10.5 There would not be any significant capital costs or savings from implementing this current proposal. The implementation of the second phase would require capital expenditure which has been agreed in principle in the capital plan and would generate revenue savings from the reduction of sites.

#### **11.0 Other general factors**

- 11.1 An Equality Impact Assessment has been conducted and has identified that the proposal would not result in any significant equalities issues.
- 11.2 In the most recent Estyn reports, the catchment of both schools is identified as neither prosperous nor economically disadvantaged.
- 11.3 Both schools are in the freehold ownership of Denbighshire County Council.

#### **12.0 Specific factors in the consideration of school closures**

- 12.1 Objectors stated that this proposal will have a detrimental effect on the community. The school building in Cyffylliog is currently used for weekly community activities although the school building in Clocaenog is not. As the current proposal will result in both existing school sites remaining in use Denbighshire County Council assess this as a neutral effect.
- 12.2 In preparing this proposal, consideration was given to other options:
- Option 1.1 Maintain the status quo;
  - Option 1.2 Federate both Schools
  - Option 1.3 Undertake extension works at Ysgol Clocaenog;
  - Option 1.4 Close both Schools and establish an area school on the existing sites.

Option 1.5 Close both Schools establish an Area School on existing sites prior to building a new Area School;

- 12.3 The advantages and disadvantages of each option which were considered by the Council were detailed in the consultation report.
- 12.4 When a new area school building is constructed the area school will no longer be a multi-site school. Retaining both buildings would not address the deficit in facilities that both schools currently have. This is also one of the key reasons why a federation wasn't pursued.
- 12.5 When the existing sites are closed, both properties will be declared as surplus to education requirements. Officers from Denbighshire County Council will work with the local community to understand the need and support to retain community activities.

**13.0 Specific factors in the consideration of proposals for the change of language medium**

- 13.1 The proposal would see the new school categorised as a welsh-medium primary school where at least 70% of the teaching is through the medium of welsh. The proposal states the normal expectation is that pupils, regardless of home language, will be able to transfer easily to welsh medium secondary provision and by the end of key stage 2 will have reached a standard in english equivalent to that reached by pupils in predominantly english medium schools.
- 13.2 Objectors have stated that they will send their children to another school due to the proposed change in language category. The proposal to change the language is based upon the evidence of use with 89% of pupils assessed at the end of key stage 2 at both schools being assessed in medium of welsh and english.
- 13.3 Since 2008, the following number of pupils have been assessed at the end of key stage 2 at each school:

School	Welsh medium cohort	English medium cohort	Total
Ysgol Clocaenog	20	0	20
Ysgol Cyffylliog	13	4	17

- 13.4 Outcome 1 of Denbighshire County Council Welsh Education Strategic Plan has set a target to increase and sustain the number of seven year olds being taught through the medium of welsh. As one of only three welsh medium schools in the Ruthin area the new area school will contribute towards the objective of the strategic plan.

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Objections to the Proposal to Close Ysgol Clocaenog and Ysgol Cyffylliog and to establish a new area school

Under section 49 of the 2013 Act proposers must publish a summary of the statutory objections and the proposer's response to those objections ("the Objections Report").

Number of objections received:

16

Includes:

Point Raised	LA Response	Number of Written Responses Raising Point	% of Responses Raising Point
1 We are happy with current provision. Don't agree with the proposal.	The review has concluded that retaining the Status Quo is not the preferred option. Ysgol Cyffylliog is currently a very small school and retaining the school would not address any of the issues identified as part of the Ruthin review.	10	63%
2 The Ysgol Cyffylliog building is fit for purpose.	The authority is of the view that investment will be required in Ysgol Cyffylliog should the school remain open in the medium term. The recent condition survey for the school ranked the school building as "Poor". The school requires investment in catering facilities and doesn't have an indoor space suitable for use for physical education. Ysgol Cyffylliog is the worst performing building within the Ruthin area review in terms of energy use per m2 (£16/m2).	2	13%
3 The proposal will have a detrimental effect on the education of the children as the process is disruptive.	The authority will work closely with the Temporary Governing Body and the new Head teacher to make arrangements for the new school and to minimise disruption for pupils. Estyn have determined that this proposal will at least maintain the present standards of education provision.	1	6%
4 The proposal will fail in its aims to save money and will not reduce overall environmental impact.	The authority is of the opinion that this proposal is the best option for retaining primary education provision in the Clocaenog/Cyffylliog area. The aim as set out in the informal consultation document is to ensure the education provision is of the right type, in the right place and of the right size. The authority acknowledges that the current proposal will cost more financially and environmentally but has demonstrated that the second phase would address both of these issues.	2	13%
5 The proposal doesn't provide greater economy due to additional transport costs and a new school will cost over £1m.	The authority has acknowledged that this option isn't the 'cheap' option. This proposal has educational benefits that include reducing the age range taught together, increasing the teaching capacity and developing a more robust leadership and management structure. Whilst the provision of any new school is outside the direct remit of this proposal investing in a new building would provide a fit for purpose modern facility that would ensure parity of facilities to pupils from a rural area.	4	25%
6 The carbon footprint of the schools will increase because of the additional travel and embodied energy of the new building.	It is acknowledged that the carbon footprint of the new area school will be higher than current provision due to the additional transport that will be provided. The authority will work with the Temporary Governing Body to minimise disruption in terms of where year groups are based for teaching.	2	13%
7 Retaining use of the existing Ysgol Cyffylliog site is more cost effective as a modest investment would reduce environmental impact.	The authority acknowledges that investing in reducing environmental impact in Ysgol Cyffylliog would reduce the running costs of Ysgol Cyffylliog. However the authority doesn't believe that upgrading the current building fabric is best use of resources as the current building would require a disproportionate amount of funding in comparison to other better performing school buildings.	2	13%
8 The proposal will increase transport with children moved backwards and forwards between two sites. This is disruptive for children, expensive, increasing risk and environmentally damaging.	It is acknowledged that this proposal will mean that some pupils will travel between the two sites. The extent of how many pupils will travel will be the decision for the Temporary Governing Body and Head teacher as they will decide which age groups are taught on each site.	8	50%
9 A new area school will fail to serve the needs of families in the Cyffylliog area. The road connection is not a suitable route for buses, taxis, staff of parents and will create congestion.	The road between Clocaenog and Cyffylliog is a small rural lane. It is used by public transport service number 70 as part of its Ruthin local service.	5	31%
10 Prefer to federate both schools to overcome problem of recruiting Head teachers.	Federating both school wouldn't address the issues of surplus/deficit in space in each school or the overall deficit in facilities.	2	13%
11 Ysgol Clocaenog school should have an extension or a bigger school.	It would be difficult to justify investment in Ysgol Clocaenog without considering the impact on nearby schools and the current large surplus at Ysgol Cyffylliog. Providing a new school for Ysgol Clocaenog would not ensure parity of facilities for Cyffylliog and could undermine the catchment of Ysgol Cyffylliog which already is a very small school.	1	6%
12 Investment in renewable energy would reduce running costs of Ysgol Cyffylliog.	The authority acknowledges that investing in reducing the environmental impact of Ysgol Cyffylliog would reduce the running costs of the school. Further work would be required to determine if any upgrade of the building fabric is viable.	1	6%
13 The population of Cyffylliog is forecast to grow and the school is projected to have as few as 10 surplus places by 2017.	The authority acknowledges that Ysgol Cyffylliog is projected to grow. If the school were to grow to 35 pupils it would remain a small school with a small catchment area and vulnerable to future fluctuations in pupil numbers.	3	19%
14 Parents will send their children to another school as it will not be bilingual.	It is not anticipated that the standards of outcomes in English and Welsh will be significantly changed by the proposal. The normal expectation for pupils attending a Welsh medium school is that pupils, regardless of home language, will be able to transfer easily to Welsh Medium secondary provision and by the end of junior stage will have reached a standard in English equivalent to that reached by pupils in predominantly English medium schools.	8	50%
15 There should be land bought by now if you are proposing to open a new school for September 2015.	The Cabinet confirmed their commitment to work towards delivering a new area school on one site subject to the availability of capital funding at their meeting on the 17th of December 2013. The authority hasn't committed to opening a new area school in September 2015 as the final decision to establish a new area school has not been made.	1	6%
16 The major concerns and questions of parents and governors haven't been answered.	All responses submitted during the consultation periods have been considered by the decision makers. Responses have been provided to all questions and comments raised both in the Cabinet report 17 December 2013 - Appendix E and in parent meetings arranged in the school.	3	19%
17 Why haven't you considered putting portacabins at the Clocaenog school until a new school is built.	It is Denbighshire County Council policy to remove temporary accommodation from schools. There is a significant installation cost for bringing a temporary building on site and an ongoing monthly rental cost. In addition there needs to be space on site to locate the building. Installing temporary accommodation 4.3 miles from a school with a significant surplus is not in the opinion of the authority best use of resources. The lack of space to locate a building at Ysgol Clocaenog eliminates this as a feasible option.	2	13%
18 Parents will move their children to other schools as they do not want their siblings to be split across two sites.	It is the intention of the Authority for all pupils to be retained in the area school. Although some siblings will be located on different sites the exact configuration will not be determined until the Head teacher and Temporary Governing Body have been appointed.	5	31%
19 Is it the intention of Denbighshire County Council for parents to move their children for town schools so you can avoid building a new school?	Denbighshire County Council Cabinet have approved an overarching vision for the Ruthin area which retains a mix of both rural and town schools. A new area school has been identified as the best option for the Clocaenog and Cyffylliog area due to the fact that most roads in the area are uncategorized and the travel time to Ruthin is increased as a result. As part of the proposal we would wish to retain where possible all pupils within the Clocaenog / Cyffylliog area.	1	6%
20 People feel pressurized into accepting the proposals.	The Authority accepts that this proposal has not been accepted by all parties although the majority of respondents during the formal consultation period supported the proposal. In many instances the community are concerned over the implications of proposals and should this proposal be implemented the authority will work with the Temporary Governing Body to reduce such concerns. The Temporary Governing Body will also need to ensure that the new area school serves both communities.	1	6%
21 Locating a new school in Clawddnewydd would be more acceptable because of better access and it is easier to be reached.	Locating a school in Clawddnewydd would mean that children living in the village of Cyffylliog would not be eligible for free home to school transport to the new school as it would not be their nearest suitable school	1	6%
22 Conduct of officers hasn't been professional. No acknowledgement has been provided to emails and letters that have been received. At the start of one meeting everyone was notified when the meeting would end before being welcomed.	All correspondence was acknowledged when an email address was provided. The Council has sought to be professional in its approach to holding meetings on what is a very difficult subject for all concerned.	1	6%
23 Not enough detail about education, wellbeing of pupils or importance of life in the countryside within the one side of A4 (Statutory Notice).	The Statutory notice follows a Welsh Government template. During the formal consultation a document was produced which addressed the details of the proposal and this is referenced on the statutory notice with details of the Council's website for Modernising Education	1	6%
24 Closing the school will be detrimental to the community. It is the heart of the community.	The review has concluded that retaining the Status Quo is not an option. As the current site will remain open as a result of the current proposal it has been determined that the proposal will have a neutral impact on the community.	7	44%
25 The consultation process was just a smoke screen and that decisions had already been made.	The Authority have followed the requirements of the School Organisation Code during the consultation period. At each stage of decision making the process has been considered as robust and all relevant issues have been considered by elected members before making any decision to proceed.	1	6%
26 The closure of Ysgol Llanbedr could lead to additional demand for non-Welsh medium education in small schools in the wider Ruthin area.	The review has concluded that sufficient capacity will remain for Welsh and non-Welsh provision in the Ruthin area should all proposals be approved	1	6%
27 There is no clear timetable for a single site school and funding for such a scheme is likely to be challenging.	The Cabinet confirmed their commitment to work towards delivering a new area school on one site subject to the availability of capital funding at their meeting on the 17th of December 2013. The Council has a commitment to investing in school buildings as part of its Corporate Plan.	1	6%

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## **Modernising Education Programme**

### **Review of Primary School Provision in the Ruthin Area**

# **Formal Consultation Document**

**Proposal for a new Area School to replace  
Ysgol Clocaenog and Ysgol Cyffylliog**

**September 2013**

Version: 20/08/2013

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## 1. Introduction

- 1.1 Denbighshire County Council has completed an Informal Consultation with eleven primary schools in the Ruthin Area.
- 1.2 As a consequence of the informal consultation exercise Denbighshire County Council wish formally to consult with all interested parties on a proposal which they consider would strengthen future provision.
- 1.3 The proposal that:

**Denbighshire County Council would close Ysgol Clocaenog and Ysgol Cyffylliog on the 31<sup>st</sup> August 2014; and establish a new Area School on the existing sites from the 1<sup>st</sup> of September 2014.**

## 2. Summary of proposal

### First Phase

- 2.1 This formal consultation relates to a proposal to create the New Area School to serve both Clocaenog and Cyffylliog Communities. Throughout this document, this proposal is called the **Current Proposal**.
- 2.2 If the Current Proposal is agreed and implemented the first phase would see the existing Ysgol Clocaenog and Ysgol Cyffylliog close on 31<sup>st</sup> August 2014. The Area School would open on 1<sup>st</sup> September and would initially use the existing buildings in Clocaenog and Cyffylliog. The Cyffylliog site (the former Ysgol Cyffylliog) would offer Key Stage 1 (4 – 7 Years old) provision whilst the Clocaenog site (the former Ysgol Clocaenog) would offer Key Stage 2 (7 – 11 years old) provision. Throughout this document the creation of the Dual-Site Area School is called the **First Phase**.

**Key Point:** On the 1<sup>st</sup> of September 2014 the Area School will open with Key Stage 1 (4-7 years old) based in Cyffylliog and Key Stage 2 (7 – 11 years old) based in Clocaenog.

### Second Phase

- 2.3 The next phase would see the Area School consolidated on a new site in the Clocaenog area, subject to land availability and suitability.
- 2.4 Throughout this document the movement onto a new site is called the **Second Phase** and the school operating from the new site is called the **New Area School**.

**Key Point:** The new school will be built in the Clocaenog area subject to suitable land being available.

### 3. Consultation Process

- 3.1 This formal consultation process relates to the Current Proposal and both the First and Second Phase. This formal consultation is being carried out to ensure that all relevant parties have an opportunity to contribute to this important subject.
- 3.2 This formal consultation document has been sent to a wide range of potential consultees including:
- a. Parents, teachers and ancillary staff of Ysgol Clocaenog and Ysgol Cyffylliog;
  - b. Chair of Governors and School Council of the following schools:
    - i) Ysgol Clocaenog;
    - ii) Ysgol Cyffylliog;
    - iii) Ysgol Pant Pastynog;
    - iv) Ysgol Pen Barras;
    - v) Ysgol Rhewl;
    - vi) Ysgol Bro Cinmeirch;
  - c. Church in Wales Diocese of St Asaph and Roman Catholic Diocese of Wrexham;
  - d. Headteachers and Chairs of Governors of all Denbighshire Schools;
  - e. Independent nursery providers in the Ruthin area;
  - f. Denbighshire Children and Young People's Partnership and the Early Years Development and Childcare Partnerships;
  - g. All Denbighshire County Councillors;
  - h. Assembly Members and Members of Parliament representing areas affected by the proposal;
  - i. Cyngor Cymuned Clocaenog;
  - j. Cyngor Cymuned Cyffylliog;
  - k. Cyngor Cymuned Derwen;
  - l. The Welsh Government;
  - m. Estyn; and
  - n. Relevant teaching and staff trades unions.
  - o. Taith
  - p. Gwasanaeth Effeithiolrwydd Ysgolion
  - q. North Wales Police and Crime Commissioner
- 3.3 This formal consultation document has also been published on the Denbighshire County Council website [www.denbighshire.gov.uk](http://www.denbighshire.gov.uk)<sup>1</sup>
- 3.4 The formal consultation period in respect of the Current Proposal will take place between 9<sup>th</sup> September and 22<sup>nd</sup> of October 2013.
- 3.5 A series of formal consultation events will take place during this period. These will be arranged in the format of a 'parents evening' where attendees will be able to speak with officers on a one to one basis. Details of the meetings are included in the letter which is circulated.

- 3.6 Events will also be held with children and young people at Ysgol Clocaenog and Ysgol Cyffylliog.
- 3.7 A supplementary version<sup>ii</sup> of this formal consultation document has been produced for and made available to children and young people who are likely to be affected by the Current Proposal. The supplementary version has been written specifically to enable children and young people to understand better and engage with the formal consultation.
- 3.8 You are welcome to ask questions and let us have your views on the Current Proposal at the events mentioned above or to put your views in writing. Responses should be sent to Modernising Education Programme Team, Denbighshire County Council, County Hall, Wynnstay Road, Ruthin, LL15 1YN or by e-mail to [modernisingeducation@denbighshire.gov.uk](mailto:modernisingeducation@denbighshire.gov.uk) by no later than **22<sup>nd</sup> October 2013**.
- 3.9 At the end of the formal consultation period all views received will be collated and considered before any recommendation is made to proceed to the next stage and issue a statutory notice.
- 3.10 It is anticipated that Denbighshire County Council's Cabinet will consider a report on the outcome of this formal consultation (including a recommendation from Council officers) on the 17<sup>th</sup> December 2013.

**Key Points:**

- Formal Consultation starts on the 9<sup>th</sup> of September 2013 and finishes on the 22<sup>nd</sup> of October.
- We are consulting with all stakeholders including children attending the schools.
- We intend to report back to Denbighshire County Council's Cabinet on the 17<sup>th</sup> of December 2013.

**4. Power to make a decision**

- 4.1 Denbighshire County Council is permitted to publish proposals to establish a new area school according to the School Standards and Organisation (Wales) Act 2013<sup>iii</sup>. Accordingly, the formal publication of the closure of the two existing schools may be carried out by the Council following the correct statutory procedure.

**5. Background to the proposal**

- 5.1 Denbighshire County Council's Cabinet approved the Modernising Education Policy Framework<sup>iv</sup> in January 2009 to provide a platform upon which to review existing school provision.
- 5.2 The council is committed to providing a first class education for all children and young people in the county. As part of this commitment, the Council has agreed

that ‘modernising education provision’ is a priority because we recognise the importance of having school buildings, learning environments and resources that meet the needs of 21st century Wales.

- 5.3 We know that we have to change and modernise education provision in the county, as improvements in education cannot be sustained without changes to the way education is provided. Schools need to be able to provide the best possible learning experience so that children and young people in Denbighshire have the widest opportunities available to them and are able to reach their full potential.
- 5.4 In November 2012 Denbighshire County Council’s Cabinet approved the commencement of an informal consultation on the future of primary education in the Ruthin Review. The informal consultation document highlighted a number of issues that needed to be addressed to achieve long term sustainability. These included:
- a. Sustainability of Schools and High Quality Provision
  - b. Surplus Places
  - c. Condition and Suitability of School Buildings (incl. use of Mobile Accommodation)
  - d. Recruitment of Head Teachers
  - e. Demand for Welsh Medium Education
- 5.5 The informal consultation ended on 22<sup>nd</sup> of March 2013 and Denbighshire County Council has carefully considered the issues raised during this period. In total over 63 letters and emails were received from stakeholders together with 195 questionnaires completed by parents. The findings of the informal consultation exercise have been compiled by the council and have been published on its website as part of the decision making process.

**Key Points:**

- Modernising Education is a Denbighshire County Council priority.
- Issues identified as needing to be addressed are:
  - Sustainability of Schools and High Quality Provision
  - Surplus Places
  - Condition and suitability of School Buildings (Inc. use of Mobile Accommodation)
  - Recruitment of Head Teachers
  - Demand for Welsh Medium Education
- The report of the informal consultation is published on our website.

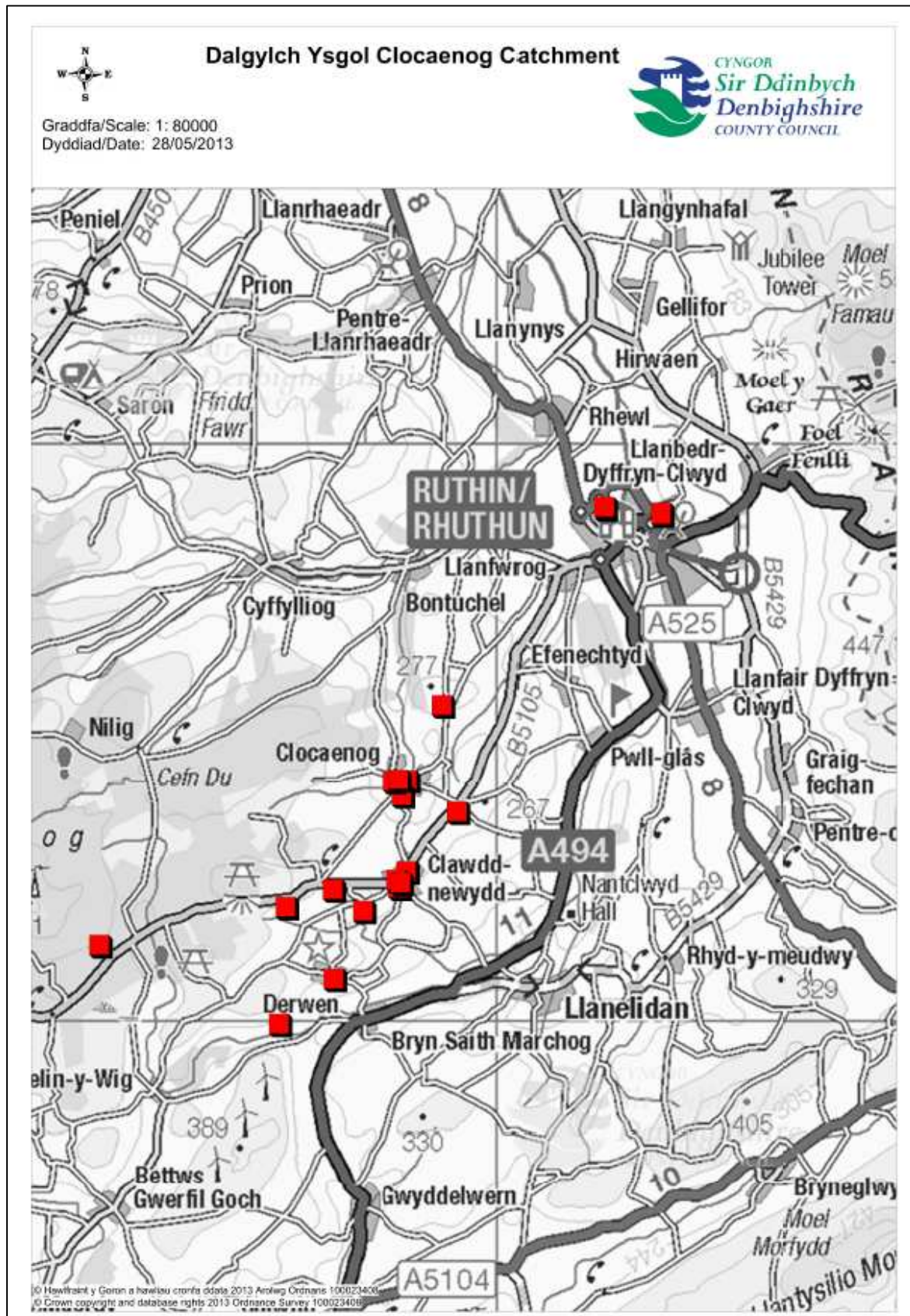
**6. Current Provision**

6.1 This section details the current provision at Ysgol Clocaenog and Ysgol Cyffylliog.

**Ysgol Clocaenog**

6.2 Ysgol Clocaenog is located in the centre of the village of Clocaenog and serves an age range of 4 – 11 years old. It is a Community Primary School predominately

servicing from the villages of Clocaenog, Clawddnewydd and Derwen and the surrounding area. This is illustrated in the diagram below which shows the postcode location of the home address for each pupil.



6.3 As of January 2013 Ysgol Clocaenog had 36 full time pupils. The pupil numbers has increased over recent years as illustrated below:

Full Time pupil numbers – January PLASC				
2009	2010	2011	2012	2013
25	27	31	33	36

6.4 As of January 2013 the number of pupils in each year group was as follows:

Reception	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
7	6	6	7	5	1	4

6.5 The council’s forecast of future pupil rolls suggests that an increase in future pupil numbers will occur at the school as illustrated below:

Projected Full Time pupil numbers – January PLASC				
2014	2015	2016	2017	2018
39	45	47	47	48

Note: The Admissions arrangements would be required to limit the number of admissions to the school to 5 per year group and additional pupils would be required to be accommodated in alternative schools.

6.6 The capacity of the school building has been calculated at 36 pupils. As of January 2013 the school had 0 surplus (empty) places; equivalent to 0% of the total capacity. The school is operating at capacity.

6.7 Educational Standards at the school are good. The school’s last Estyn Inspection was in October 2012<sup>v</sup> and the inspection report in summary commented as follows:

***Current performance***

The school is good because:

- pupils achieve good standards;
- the school provides a range of interesting and varied learning experiences that meet pupils’ needs;
- teaching is of good quality;
- effective leadership and an inclusive ethos create the best possible conditions for every individual to develop and thrive; and
- partnerships with parents and the local community are a strength.

***Prospects for improvement***

Prospects for improvement are good because:

- there is a clear vision that is conveyed successfully to staff, pupils, governors and parents;
- the school knows its own performance well;
- the headteacher, staff and governors are committed to continuous improvement;
- planning for improvement focuses on raising standards; and
- there is a willingness to continue to work with other schools in the cluster as an effective learning community.



Key Question	Ysgol Clocaenog Inspection Judgement
1. How good are the outcomes?	Good
2. How good is provision?	Good
3. How good are leadership and management?	Good
The school's current performance	Good
The school's prospects for improvement	Good

**Key:**

- Excellent** Many strengths, including significant examples of sector leading practice
- Good** Many strengths and no important areas requiring significant improvement
- Adequate** Strengths outweigh areas for improvement
- Unsatisfactory** Important areas for improvement outweigh strengths

**Key Points:**

- Ysgol Clocaenog has 36 full time pupils on roll and a capacity of 36 places.
- Surplus places are zero.
- Projections indicate the school will be significantly oversubscribed by 2018.
- Estyn identified the school's educational standards as good in October 2012.

**Ysgol Cyffylliog**

6.8 Ysgol Cyffylliog is located within the village of Cyffylliog and serves an age range of 4-11. The school serves predominately children from Cyffylliog, Bontuchel and the surrounding area. This is illustrated in the diagram on page 9 which shows the postcode location of the home address for each pupil.

6.9 As of January 2013 Ysgol Cyffylliog had 19 full time pupils. The pupil numbers have fluctuated over recent years as illustrated below:

Full Time pupil numbers – January PLASC				
2009	2010	2011	2012	2013
23	20	22	26	19

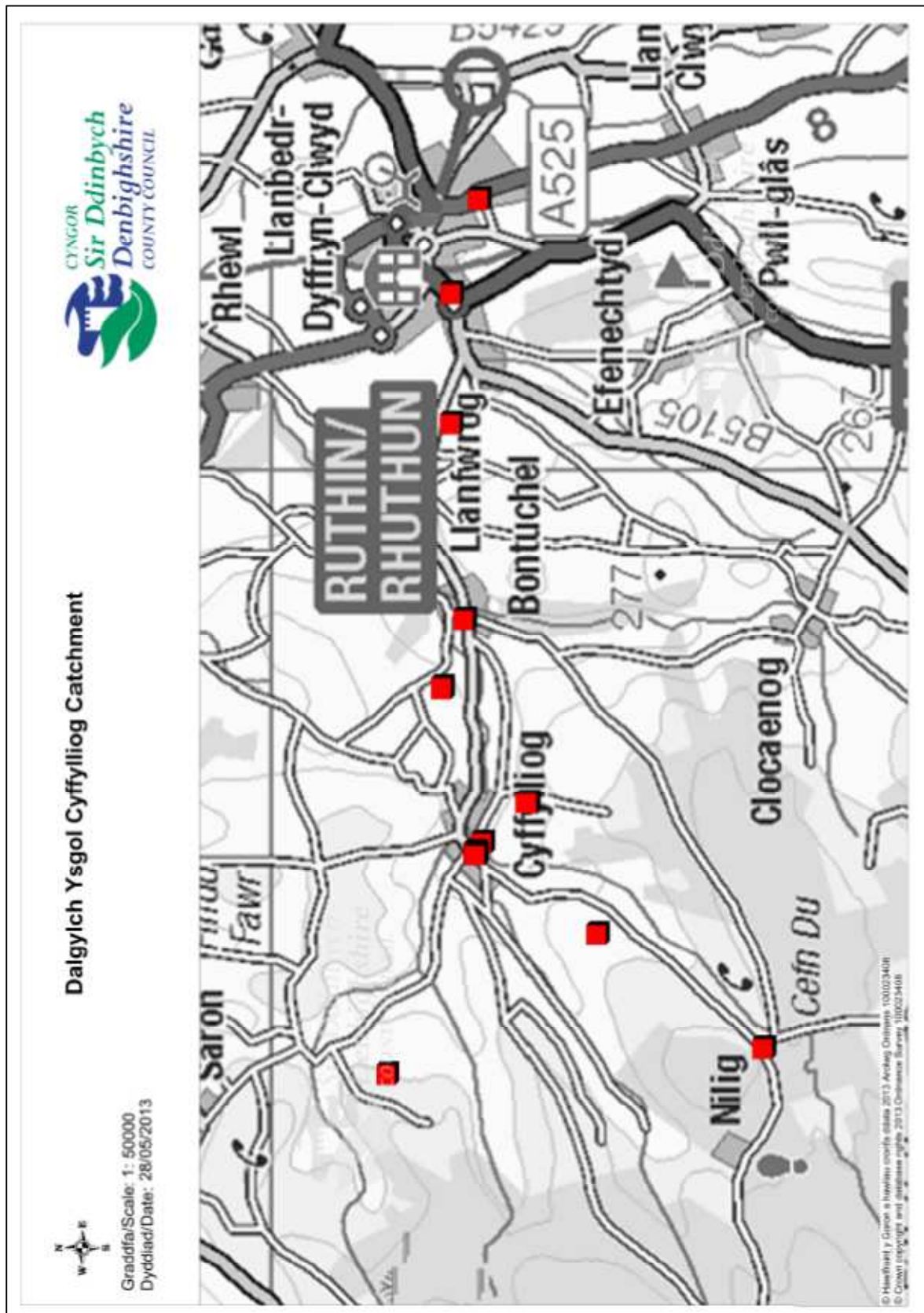
6.10 As of January 2013 the number of pupils in each year group was as follows:

Reception	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
5	4	5	1	3	1	0

6.11 The council's forecast of future pupil rolls suggests that an increase in future pupil numbers will occur at the school as illustrated below:

Projected Full Time pupil numbers – January PLASC				
2014	2015	2016	2017	2018
25	29	31	35	35

- 6.12 The capacity of the school building has been calculated at 45 pupils. As of January 2013 the school had 26 surplus (empty) places; equivalent to 57% of the total capacity.



6.13 Educational Standards at the school are adequate. The school was inspected by Estyn in March 2011. The inspection report in summary commented as follows:

**Current performance**

The school is adequate because:

- all pupils make appropriate progress during their time at the school;
- attendance is very good and pupils enjoy coming to school;
- pupils enjoy a good range of interesting activities;
- equal opportunity is provided for all pupils in an inclusive school;
- the results of end of key stage 2 assessments have been inconsistent;
- reading and writing skills in Welsh at key stage 2 are adequate;
- the more able pupils are not challenged sufficiently to reach their potential.
- planning for teaching the skills and also the arrangements for assessment and assessment for learning are adequate, and
- the school does not conform fully with the requirements for safeguarding children.

**Prospects for improvement**

Prospects for improvement are adequate because:

- the commitment of the head teacher and staff to the pupils and school is sincere;
- parents and governors are very supportive of the work of the school;
- the school has good links with a wide range of partners;
- progress in response to the recommendations of the last inspection has been inconsistent;
- a number of the school’s managerial procedures do not have enough impact on improving pupils’ standards.

Key Question	Ysgol Cyffylliog Inspection Judgement
1. How good are the outcomes?	Adequate
2. How good is provision?	Adequate
3. How good are leadership and management?	Adequate
The school’s current performance	Adequate
The school’s prospects for improvement	Adequate

**Key:**

- Excellent** Many strengths, including significant examples of sector leading practice
- Good** Many strengths and no important areas requiring significant improvement
- Adequate** Strengths outweigh areas for improvement
- Unsatisfactory** Important areas for improvement outweigh strengths

**Estyn Monitoring**

As a result of the adequate judgment in the March 2011, the school were requested to produce an action plan that shows how it will address the recommendations. As a result Estyn monitor the school’s progress.

## Result of the reinspection: May 2012

Ysgol Cyffylliog has not made enough progress in the key areas for action that were identified in the Section 28 inspection of the school in May 2012. As a result, and in line with the Education Act 2005, Her Majesty's Chief Inspector for Education and Training in Wales is of the opinion that the school needs significant improvement. The school will produce an action plan that will show how it will address the recommendations. Estyn will monitor the school's progress for a further 12 months.

### Key points:

- Ysgol Cyffylliog has 19 full time pupils and a capacity of 45 places.
- There are 26 surplus places at the school.
- It is projected there will be 35 pupils at the school by 2018.
- Estyn identified the schools educational performance as adequate in March 2011.
- The school is currently monitored by Estyn.

## 7. Educational attainment

7.1 Educational standards at both schools over the past three years are shown below. However as a result of very small cohorts in each year a meaningful comparison with local and national averages is not possible

	% achieving Level 4+ at Key Stage 2				
	2008	2009	2010	2011	2012
<b>Ysgol Clocaenog</b>	33.3%	75.0%	100.0%	100.0%	100.0%
<b>Ysgol Cyffylliog</b>	50.0%	100%	50.0%	100.0%	100.0%
<b>Sir Ddinbych/Denbighshire</b>	76.50%	76.80%	78.10%	82.30%	83.50%
<b>Wales – Average</b>	75.50%	77.00%	78.20%	80.00%	82.60%

### Key point:

Due to small year groups a meaningful comparison with averages cannot be made.

## 8. Alternative provision

8.1 Should the Current Proposal proceed, Denbighshire County Council would wish to see all pupils transfer to the New Area School to ensure that they continue to receive their education in a rural area and to a consistently high standard.

8.2 However, due to the nature of road links in the area parents/guardians could wish to choose alternative provision. The distance between Clocaenog and Cyffylliog is 4.3 miles. Accordingly, this section provides details of potential alternative, local authority maintained, provision on the periphery of the catchment areas of the existing schools. The nearest alternative school for villages within the area are as follows:

School Name	Distance from Ysgol Clocaenog	Distance from Ysgol Cyffylliog	Type of School	Current Capacity	Surplus Places	Nursery Places
Ysgol Pen Barras	5 miles	5 Miles	Welsh / Community	252	32	36
Ysgol Rhewl	5.9 miles	4.3 miles	Bilingual / Community	82	27	11
Ysgol Pant Pastynog	7.6 miles	3.5 miles	Welsh / Faith (VC)	54	1	7
Ysgol Bro Cinmeirch	6.8 miles	4.4 miles	Welsh / Community	80	18	11

#### % achieving Level 4+ at Key Stage 2

School Name	2008	2009	2010	2011	2012
Ysgol Pen Barras	97.00%	92%	97.14%	90%	96.77%
Ysgol Rhewl	100%	66.70%	100%	100%	100%
Ysgol Pant Pastynog	66.70%	66.70%	50%	75%	100%
Ysgol Bro Cinmeirch	100%	100%	100%	80%	100%

#### Current Full Time Pupil Numbers

School Name	Reception	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Ysgol Pen Barras	35	32	38	22	34	27	35	223
Ysgol Rhewl	10	7	6	10	11	4	7	55
Ysgol Pant Pastynog	7	8	10	5	8	8	7	53
Ysgol Bro Cinmeirch	12	9	11	8	8	2	12	62

#### Pupil Numbers 2008 - 2012

School Name	2008	2009	2010	2011	2012
Ysgol Pen Barras	216	217	215	216	219
Ysgol Rhewl	34	41	34	34	37
Ysgol Pant Pastynog	37	41	47	50	49
Ysgol Bro Cinmeirch	46	46	51	56	57

#### Projected Pupil Numbers

School Name	2014	2015	2016	2017	2018
Ysgol Pen Barras	215	219	216	224	217
Ysgol Rhewl	53	56	52	48	49
Ysgol Pant Pastynog	59	60	62	68	68
Ysgol Bro Cinmeirch	66	76	81	87	89

**Key point:** There is alternative provision for communities within the wider area which may receive pupils as a consequence of this current proposal.

## 9. Secondary Provision

It is not expected that the Current proposal will have a significant impact on Secondary Provision in the area. Both Ysgol Clocaenog and Ysgol Cyffylliog currently feed Ysgol Brynhyfryd and the new Area School will continue to feed Ysgol Brynhyfryd. The only implication for Ysgol Brynhyfryd would be an expected increase in pupils for the Welsh Medium stream due to the new school being a Category 1 school (Currently Clocaenog is Category 1 and Cyffylliog is Category 2).

**Key Point:** Only the language category of the school is likely to impact on Secondary provision.

## 10. Special educational needs provision

10.1 If the Current Proposal is approved and the KS1 and KS2 model endorsed change will be limited. The two existing schools will become one new school but the pupils will continue to be taught on the existing sites. The most significant change for a pupil would be a change in site and teacher. Accordingly, any pupils with special educational needs (**SEN**) who currently attend the schools will continue to receive the same education and support but the environment may change. The council will help pupils with SEN who experience difficulties because of the change.

10.2 The council appreciates that Phase 2 proposal to move to a New Area School will result in greater change than operating one school on two sites. This will affect all pupils but it is likely to prove even more challenging to pupils with SEN. The council will take all practicable steps to minimise disruption and to assist such pupils with the transition.

10.3 The facilities available at a New Area School will be designed in consultation with Denbighshire County Council's SEN Education Officers, and the staff and pupils concerned. It is anticipated that this approach will produce improved conditions and so learning experience for pupils with SEN.

### Key Points:

- SEN Provision would be provided on both sites.
- The environment for the pupils may change depending on current location and age group.
- A new area school would provide an opportunity to improve facilities.

## **11. The proposal in detail - description and rationale**

- 11.1 Denbighshire County Council has a responsibility to provide the best possible educational provision for children and young people. This proposal has been developed in line with:
- a. the Council's commitment to 'Modernising Education';
  - b. the School Effectiveness Framework's aim of enabling all children and young people to develop their full potential; and
  - c. the Welsh Assembly's 21<sup>st</sup> Century Schools Programme to improve school buildings and facilities.
- 11.2 There are a number of issues facing both schools that could impact on their ability to sustain educational standards and experiences into the future.

### **Educational case for change**

- 11.3 Financial constraints limit the capacity of small schools to implement senior leadership structures that meet the requirements of teachers pay and conditions. Currently neither school has an Assistant or Deputy Head teacher. The Current Proposal could see the development of leadership and management structures, to provide increased opportunities for staff development and progression.
- 11.4 The Current Proposal will offer greater opportunities for the two schools to work together to improve staff expertise that will lead to raising standards. For example:
- a. Teachers can work together to plan and prepare high quality lessons and standardise assessment and thus reducing the demands on individual teachers;
  - b. Peer observation of the best teachers lessons to develop consistently high teaching practice, and
  - c. Sharing resources to enable more efficient and innovative ways of working
- 11.5 An Area school will provide additional teaching capacity for smaller groups of pupils who are in need of extra support; including greater capacity for more able and talented pupils.
- 11.6 Currently pupils are taught in classes encompassing up to 4 age groups. A larger area school will provide opportunities for pupils to be taught within a reduced age range.
- 11.7 Small schools are limited in their abilities to respond to fluctuations in pupil numbers by their schools structural and teaching capacity. A larger area school will be able to respond to fluctuations in pupil number that are a feature of rural schools.
- 11.8 The Current Proposal would reduce the current difficulty in recruiting head teachers which lead to vacancies and temporary appointments

11.9 The two schools find it difficult to offer pupils a broad range of experiences in physical education; neither school has adequate indoor sports facilities for pupils. This will not be addressed by the Current proposal.

#### **Adequacy of existing school buildings and sites**

11.11 The condition of both schools is adequate. Both require investment to bring them up to a satisfactory standard. The Energy consumption per square meter are the highest within the review area (Clocaenog £15 / m<sup>2</sup> and Cyffylliog £18 / m<sup>2</sup>).

11.12 The catering facilities in both schools require investment. Space is limited in Cyffylliog and Clocaenog has meals cooked off site and consumed in a classroom.

11.13 The capacity of individual classrooms within each school reduces their ability to respond to fluctuations in pupil numbers.

11.14 Neither school have a hall space that can be used for Physical Education. Both schools can access fields located nearby each individual school but neither are owned by the schools.

11.15 Both sites are in need of significant investment to enable both schools to provide a learning environment fit for purpose to meet the requirements of the 21<sup>st</sup> Century Schools Programme.

#### **Key points:**

- The age range of pupils taught together will be reduced.
- Teaching capacity will increase.
- Small schools have limited capacity to implement senior leadership structures.
- Physical Education facilities are inadequate.
- Both schools have access to playing fields.
- Both school buildings would require significant investment to improve facilities.

#### **12. What is the proposed option?**

12.1 This formal consultation relates to the Current Proposal, namely: to close Ysgol Clocaenog and Ysgol Cyffylliog to enable the establishment of an Area School serving the communities of Clocaenog, Cyffylliog and surrounding areas on the existing sites. In summary, the Current Proposal relates to the First Phase which entails the creation of a Dual-Site Area School.

12.2 A second phase, which will follow the completion of the current proposal, would involve construction of a new school building in a location to be determined in the



Clocaenog area. Clocaenog is deemed geographically the central location of the catchment of the new area school

**What would this mean?**

- 12.3 If the Current Proposal was approved:
- a. Ysgol Clocaenog and Ysgol Cyffylliog School would both close on 31<sup>st</sup> August 2014; and
  - b. The Area School would open on 1<sup>st</sup> September 2014 (initially on the existing sites in Clocaenog and Cyffylliog and utilising the existing buildings).
- 12.4 All children attending Ysgol Clocaenog and Ysgol Cyffylliog would transfer to the Area School; subject to parental preference. Whilst the Area School remains on two sites pupils would be taught on the existing school sites.
- 12.5 The Area School would have two distinct age ranges which would be linked to the particular sites. Initially as part of the first phase, the existing buildings at the Clocaenog site would provide 7-11 provision (Key Stage 2) and the existing buildings at the Cyffylliog site 4-7 provision (Key Stage 1). The table below shows the proposed capacity on the two sites, taking into account the change in use of teaching space:

<b>Capacity: Area School</b>			
	<b>Nursery (part time)</b>	<b>Key Stage 1 (full time)</b>	<b>Key Stage 2 (full time)</b>
<b>Clocaenog site</b>	0	0	40
<b>Cyffylliog site</b>	10	35	0
<b>Total</b>	10	35	40

This would provide an overall capacity across all the age ranges of 75 full time places and 10 part time places. Based on current projections for 2014 and assuming all pupils transfer to the Area school, this would leave a surplus of 11 places.

- 12.6 Pupils would be taught in classes of two age groups as follows:
- Nursery / Reception – Based in Cyffylliog
  - Year 1 / Year 2 – Based in Cyffylliog
  - Year 3 / Year 4 – Based in Clocaenog
  - Year 5 / Year 6 – Based in Clocaenog
- 12.7 In terms of the leadership and management of the Area School, as of 1<sup>st</sup> September 2014 there would be one Governing Body, one Executive Headteacher and one group of staff. The Governing Body would include Parent, Denbighshire County Council, Teacher and Staff representation together with a number of Community Governors. Prior to the opening of the Area School, on 1<sup>st</sup> September, a Temporary

Governing Body would be established and this would take key decisions regarding the appointment of the Headteacher and the supportive leadership team, the staffing structure for and name of the Area School, uniform policies etc.

- 12.8 The new school would be categorised as a Welsh-Medium Primary School where at least 70% of the teaching is through the medium of Welsh. Welsh would be the language of the day to day business of the school and in communication with pupils. The school would communicate with parents in both languages. The normal expectation is that pupils, regardless of home language, will be able to transfer easily to Welsh medium secondary provision and by the end of Key stage 2 will have reached a standard in English equivalent to that reached by pupils in predominantly English medium schools.
- 12.9 Nursery provision would be provided on the Cyffylliog site. As an exception to the general policy home to school transport would be provided for nursery pupils, provided they are attending their nearest suitable school and living more than 2 miles from Cyffylliog.
- 12.10 Existing Breakfast and after school provision would remain on each site.
- 12.11 The intention of the Council would be to consolidate provision on to a single site, probably in the Clocaenog area. The vision for the New Area School would be a 4 - 11 provision serving 77 pupils in the same 4 class model.
- 12.12 Following the completion of the new school Denbighshire County Council would need to consider declaring the existing sites as surplus to requirements in accordance with the Modernising Education Policy Framework. It is anticipated that any proceeds from the disposal of surplus sites would be used to contribute to the overall costs of the new school building.

**Key Points:**

- All children currently attending Ysgol Clocaenog and Ysgol Cyffylliog would transfer to the new area school subject to parental preference.
- The new area school would have a capacity of 75 with 10 nursery places during phase 1.
- Key stage 1 will be located in Cyffylliog and Key stage 2 in Clocaenog.
- The new school will have one Head teacher.
- A Temporary Governing Body will be established who will appoint the Head teacher
- The school will be a Welsh Medium Category 1 school.
- Nursery provision would be in Cyffylliog.
- Home to School Transport would be provided for nursery pupils attending their nearest suitable school whilst the school is on two sites.
- Breakfast and after school club provision would remain on existing sites.
- The New Area School (Phase 2) would have a capacity of 77 pupils.

### **13. Admission arrangements for the Area School**

13.1 The Area School would have a unified approach to admission arrangements and would be administered by Denbighshire County Council's School Admissions service.

### **14. What are the transport implications of this proposal?**

14.1 At present the current costs for 'Home to School Transport' for the two schools are £32,357 per year.

14.2 The current proposals will create an additional transport cost of approximately £39,140 per academic year as a result of transporting pupils between sites to allow for one key stage to be taught on each site.

14.3 Pupils will be transported from their homes / home school to their designated site for the period that the school stays on two sites.

#### **Key points:**

- Transport costs will increase when the school operates on two sites.
- Additional transport will be arranged for pupils to attend their designated site.

### **15. What are the staffing implications of this proposal?**

15.1 Should the Current Proposal be implemented, the Area School would have only one Headteacher. The Temporary Governing Body of the Area School would need to appoint the Headteacher and this could involve national advertisements or an internal appointment.

15.2 Denbighshire County Council, with agreement from the Temporary Governing Body, would apply its policies to reassure and clarify the position of staff.

15.3 A staffing structure would need to be developed for the Area School taking into account a number of factors including operating initially on two sites, delivering the curriculum, class sizes and budget implications.

15.4 While the Area School operates on two sites the council does not anticipate any major changes to the existing staffing structures other than the Headteacher and other leadership positions. However, final decisions regarding the new staffing structure would be taken by the Temporary Governing Body and the new Headteacher.

15.5 The council will recommend to the Temporary Governing Body that all teaching and associate staff posts for the Area School should be "ring-fenced" to the staff within the existing two schools.

15.6 As part of this formal consultation process there will be full consultation with all members of staff and the appropriate teaching and staff unions.

**Key points:**

- The Area school would have one Head teacher
- The Temporary Governing Body appoints the Head teacher
- Final decisions on staffing structures would be taken by the Temporary Governing Body and the new head teacher.
- The Council will recommend that roles are “ring-fenced” for existing staff
- All staff and unions will be consulted.

**16. What are the financial implications of this proposal?**

16.1 The cost of provision based upon the 2012/13 budget share is £5,342 per pupil at Ysgol Clocaenog and £7,857 per pupil at Ysgol Cyffylliog, compared with the Denbighshire average of £3,951.

16.2 Within the existing funding framework both Ysgol Clocaenog and Ysgol Cyffylliog are funded consistently with all other schools in Denbighshire. Both schools have less than 70 pupils currently and therefore receive additional small school funding within their allocation.

16.3 The current reported financial position for the schools is:

Balance c/f	2013-14	2014-15	2015-16
<b>Ysgol Clocaenog</b>	£ 11,066	£ 13,371	£ 27,471
<b>Ysgol Cyffylliog</b>	£ 12,507	£ 14,756	£ 16,863

\*This is based on the existing 3 year plan.

Any balances, surplus or deficit , at either school, will transfer to the Local Authority at the point of change.

16.4 As two separate schools, the combined total budget is £389k (2013-14). Upon implementation of the current proposal it is estimated that the new school would receive a total budget of £413k. This is a net increase of £24k compared to when they were 2 separate schools.

**Key points:**

- Both schools receive more than the Denbighshire average of funding per pupil.
- All schools in Denbighshire are funded through a funding formula.
- The Local Authority inherits any balance, surplus or deficit at the point of change.
- It is estimated that one area school on two sites will receive more funding.

## **17. What are the considerations for Phase 2?**

### **Site**

- 17.1 The final site location for the New Area School, which will emerge from the Second Phase, will be carefully considered by Denbighshire County Council.
- 17.2 In the first instance, the difficulties in expanding both current school sites within the existing boundaries to accommodate all pupils attending both schools have been acknowledged during site analysis.
- 17.3 The proposal submitted as part of the Informal Consultation stage by Ysgol Clocaenog identified 3 site options within Clocaenog:
- 17.3.1 Site A is a proposal to extend the current Ysgol Clocaenog site beyond the existing site boundary. This is identified as having the highest cost of all options due to added expense to ground works from working on a slope.
- 17.3.2 Site B & C are two nearby Greenfield sites identified by the Governors as potential suitable sites. Constructing a new site would have a lower cost than Option A and could be constructed without any impact on the existing school.
- 17.3.3 Site B identified by the School Governors has been allocated for Housing within the latest Local Development Plan. Site C is located outside the development boundary for Clocaenog.
- 17.4 The priority, in considering a new single location, has been to ensure, where appropriate, it can be accessible to a large percentage of current and future pupils. (See combined catchment diagram on page 21). This would exclude Clawddnewydd and Cyffylliog as potential sites as a location in one of these villages would exclude the new school from being the 'Nearest Suitable School' for the other village. The distance between the villages is 5.5 miles.
- 17.5 More detailed feasibility work will be progressed to determine a preferred site which will enable Denbighshire County Council to enter into any negotiations which may be required with any third parties regarding land purchases etc.

### **Transport**

- 17.6 Denbighshire County Council anticipates that, following completion of the First Phase, the majority of pupils attending the Clocaenog and Cyffylliog sites of the Area School would transfer to the New Area School; in the Clocaenog area.
- 17.7 Transport would be provided in the first instance in accordance with Denbighshire County Council's Transport Policy which states that free transport is provided for pupils who live more than 2 miles from their nearest suitable school.
- 17.8 The Council has recognised that some pupils currently attending Ysgol Cyffylliog who reside on the outskirts of the village of Bontuchel may not be eligible for free

transport should the Area School be located in Clocaenog. The council will examine the scope for discretionary free transportation for all pupils of the Area School who remain on the roll when the change of site takes place for a period of 5 years.

- 17.9 On moving to a single site, the interim transport arrangement for nursery pupils would come to an end.
- 17.10 In view of the current uncertain timescale between the Current Proposal being approved and a new site becoming operational, it is difficult to estimate the likely costs implications in respect of transport budgets in full. During the possible years (for which the Area School may operate until the Second Phase is approved), there will be a range of variables which will impact on any modelling, including changes in pupil numbers, transport costs etc.

### **Financial**

- 17.11 In view of the range of variables associated with the move to a single site, at this stage it is more difficult to predict what the overall impact would be for the finances of the New Area School. Costs will be modelled taking into account the likely pupil numbers and floor areas based upon current projections.

#### **Key points:**

##### **Site**

- Neither existing site can accommodate the existing pupils of both schools.
- Ysgol Clocaenog has submitted potential sites within the village which will be considered.
- Clocaenog is the preferred location for the New Area School.
- Detailed feasibility work will be undertaken to identify the most suitable site before starting any negotiations with third parties.

##### **Transport**

- Pupils would receive free home to school transport, if they live more than 2 miles from the new school.
- Existing pupils, currently attending their nearest suitable school would receive home to school transport for 5 years if the new location isn't their nearest suitable school.

## **18. How would any new school buildings work be financed?**

- 18.1 The council would need to fund this proposal in its entirety utilising savings from the removal of temporary accommodation in other schools, capital receipts and any revenue savings as this proposal wasn't included within the Band A projects for 21<sup>st</sup> Century Schools Funding.
- 18.2 As a result, the construction of the new school building would be subject to securing sufficient capital resources for the project.

#### **Key points:**

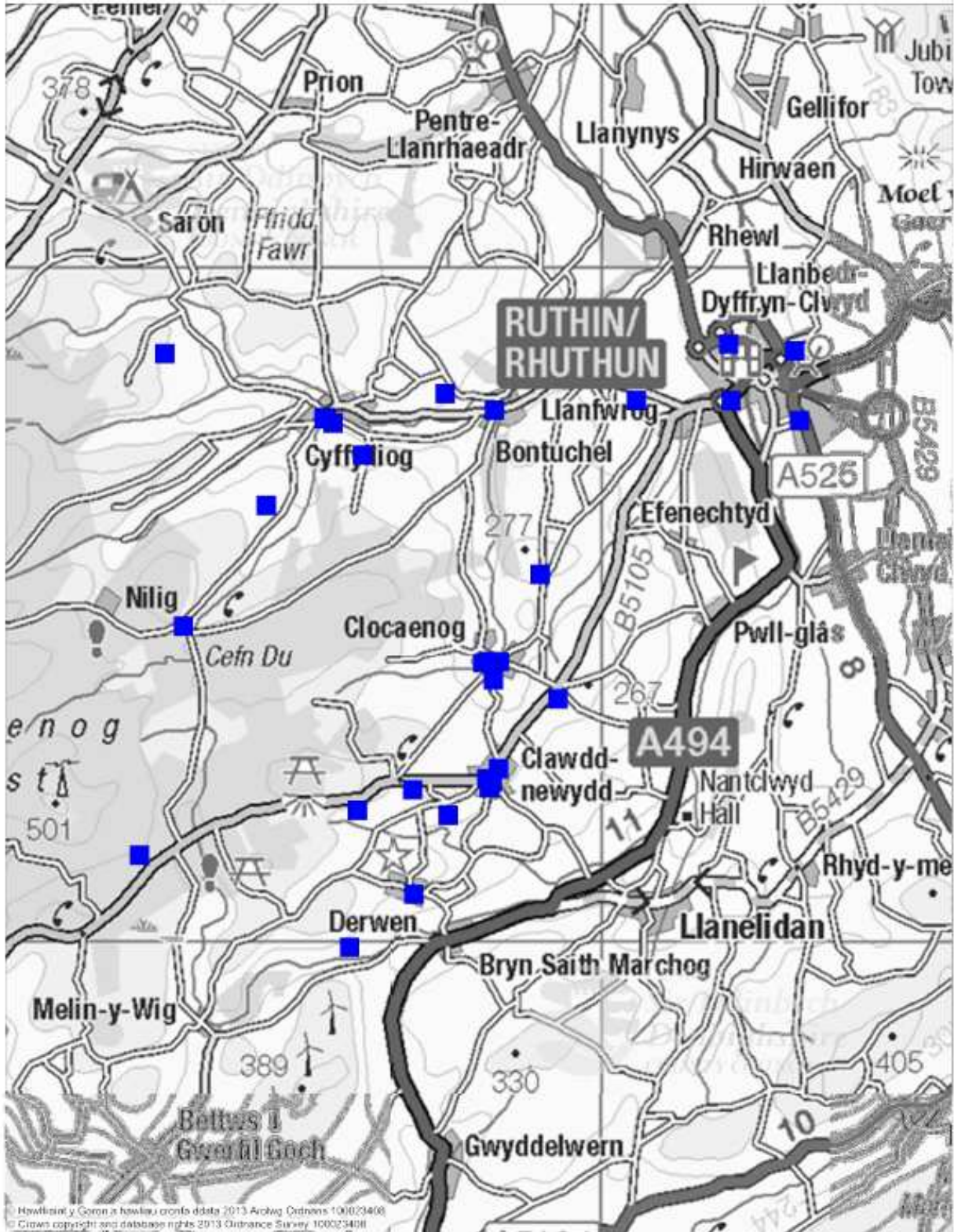
- Denbighshire County Council would need to fund this project in full.
- The project will not start until funding is secured.



**Dalgylch Ysgol Clocaenog ac Ysgol Cyffylliog**  
**Catchment of Ysgol Clocaenog**  
**and Ysgol Cyffylliog**



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**19. What are the disadvantages of the proposal?**

- 19.1 If the Current Proposal is approved the Area School will be located on the existing school sites in Clocaenog and Cyffylliog. This arrangement would be managed to ensure that any disruption is kept to a minimum and should not impact negatively on the children's education.
- 19.2 Upon the opening of the New Area School it is anticipated that more children will be required to travel further to school; subject to parental preference. Transport would be provided to all pupils currently attending their nearest suitable school to either site. Work will be undertaken to ensure travelling times are not excessive.
- 19.3 There would also be implications for staff at the current Ysgol Clocaenog and Ysgol Cyffylliog should the proposals be progressed for the development of an Area School. The role of the Headteacher would need to be carefully considered by the Temporary Governing Body. The approach to appointments to the role of Headteacher/Deputy Headteachers would be an issue for determination by the Temporary Governing Body which would need to consider whether the positions should be advertised nationally or appointed internally.
- 19.4 The new Head teacher and the Temporary Governing Body would be required to consider the staffing structure for the Area School. The Council would work initially with the Temporary Governing Body (and then with the Governing Body) of the Area School during these times and should the need arise would work with the current members of staff at both schools and/or the new area school to seek redeployment opportunities.
- 19.5 This proposal will cost more than the current provision due to additional transport costs.

**Key points:**

- Changes will be managed to ensure that disruption will be minimised to ensure that there is no impact on education.
- Some pupils will have to travel further to school.
- The Temporary Governing Body will need to decide if they advertised for a Head teacher nationally or appointed internally.
- Some staff may be redeployed or made redundant depending on the staffing structure adopted.
- It is estimated that the Current proposal will cost more than the current provision.



## 20. Alternative Options

20.1 Denbighshire County Council have given careful consideration to a range of alternative options as part of the development of the Current Proposal. In considering these options reference has been made to the main investment objectives of the council's 21<sup>st</sup> Century Schools Programme which are as follows:

- a. *Learning environments for children and young people aged from 3 to 19 that will enable successful implementation of strategies for school improvement and better educational outcomes;*
- b. *Greater economy through better use of resources to improve efficiency and cost-effectiveness of the education estate and public provision; and*
- c. *A sustainable education system with all schools meeting a 21<sup>st</sup> Century Schools Standard, and reducing recurrent costs and carbon footprint.*

20.2 Denbighshire County Council have also referred to the Critical Success Factors for this project. The main options to have been considered are as follows:

- Option 1.1 Maintain the status quo;
- Option 1.2 Federate both Schools
- Option 1.3 Undertake extension works at Ysgol Clocaenog;
- Option 1.4 Close both Schools and establish an area school on the existing sites.
- Option 1.5 Close both Schools establish an Area School on existing sites prior to building a new Area School;

20.3 The main advantages and disadvantages of each option are as follows.

### Option 1.1 Maintain Status Quo (Do nothing)

Advantages	Disadvantages
This is the 'cheap' option as no additional investment expenditure is required.	Would not address issues regarding a projected deficit of places at Ysgol Clocaenog and the surplus of places at Ysgol Cyffylliog.
	The two schools could face real issues regarding long term sustainability in regard to delivering the changing curriculum.
	There would be no flexibility within the schools to respond to fluctuating pupil numbers within the existing catchment of each school.

	Appointing a Head teacher for the schools may be difficult in the future by maintaining the current configuration.
	A lack of catering facilities / indoor hall space at Ysgol Clocaenog would not be rectified.

### Option 1.2 Federate both Schools

Advantages	Disadvantages
No additional investment expenditure is required.	Would not address issues regarding a projected deficit of places at Ysgol Clocaenog and the surplus of places at Ysgol Cyffylliog.
Appointing a permanent Head Teacher would be more viable in the future as the post would have no teaching commitment.	A lack of catering facilities / indoor hall space at Ysgol Clocaenog would not be rectified.
More opportunities to share resources and ensure long term sustainability of each school.	There would be no flexibility within the schools to respond to fluctuating pupil numbers within the existing catchment of each school.
Both schools would retain their identity.	

### Option 1.3 Extend Ysgol Clocaenog;

Advantages	Disadvantages
Designing and constructing additional fit for purpose facilities would significantly improve the learning environment for all pupils.	The current site is too small for any significant improvement.
Would enable the schools capacity to be amended to reflect the respective current demand for Ysgol Clocaenog.	Surplus places would remain at Ysgol Cyffylliog.
Would not lead to any significant changes in regard to school organisation proposals with potential alterations required to the capacity of Ysgol Clocaenog.	The two schools could face real issues regarding long term sustainability in regard to delivering the changing curriculum.
Would not require amendments to pupil travel arrangements.	The Head Teacher would retain a significant teaching commitment.

**Option 1.4 Close both Schools and establish a permanent new Dual-site Area School on the existing sites.**

Advantages	Disadvantages
No additional Capital Investment expenditure is required.	A lack of catering facilities space at Ysgol Clocaenog would not be rectified.
Appointing a permanent Head Teacher would be more viable in the future as the post would have no teaching commitment.	A lack of an indoor Physical Education space at both sites would not be rectified.
Resources and space would be organised across both sites according to current demand.	Transporting pupils from Clawddnewydd and Derwen to Cyffylliog on a long term basis would pose a risk to the sustainability of the school as alternative schools are nearer.
Pupils would be taught in smaller age groups than the current provision.	Costs of provision would be higher than the existing provision.

**Option 1.5 Close both Schools and initially establish a dual site area school prior to building a new area school in Clocaenog.**

Advantages	Disadvantages
Designing and constructing new fit for purpose facilities would significantly improve the learning environment for all pupils.	Potential risk that parents choose an alternative provision to the new School especially if they live at the periphery of the new catchment area.
Bringing together the delivery of both schools to a single campus could yield significant economies of scale.	Parents in the Clawddnewydd / Derwen area may move pupils to avoid them being transported to the Cyffylliog site.
A new area school will have sufficient capacity to absorb fluctuations in pupil numbers.	
Appointing a permanent Head Teacher would be more viable in the future as the post would have no teaching commitment.	
The long term sustainability of the school would be far more secure in regard to delivering the changing curriculum.	

20.4 The analysis of these options suggest that to meet the investment objectives and critical success factors that the option of closing both schools and establishing a single site area school should be considered as the preferred option.

#### Analysis of Options against Investment Objectives and Critical Success Factors

	Option 1.1 Do nothing	Option 1.2 Federate	Option 1.3 Extend Clocaenog	Option 1.4 Existing Site Area School	Option 1.5 New Area School
1 Improved Learning Environment	x	x	✓	x	✓
2 Greater Economy – Revenue Implications	x	x	?	x	?
2 Greater Economy – Capital	?	?	?	?	?
3 Sustainable Education system	x	✓	x	✓	✓
<b>Critical success factors</b>					
CSF1 Improved attainment and performance	?	?	?	?	?
CSF2 Improved school condition and suitability	x	x	✓	x	✓
CSF3 Reduction in surplus places	x	x	x	✓	✓
CSF4 Improved ability to appoint and retain permanent Head Teachers.	x	✓	x	✓	✓
CSF 5 Support the increase in demand for Welsh Medium Education	x	x	✓	?	✓
<b>Summary</b>	<b>Discounted</b>	<b>Possible</b>	<b>Discounted</b>	<b>Possible</b>	<b>Preferred</b>

**Key Points:**

- Maintaining the status quo doesn't address any issues in either school.
- Federating both Schools doesn't address surplus places in Cyffylliog and the lack of space in Clocaenog.
- Undertaking extension works at Ysgol Clocaenog in isolation, doesn't address surplus places in Cyffylliog.
- Closing both Schools and establishing an area school permanently on the existing sites does not improve the condition of buildings or facilities in the schools.
- Closing both Schools, establish and build a new Area School meets the objectives set out in the review regarding surplus places, suitability of buildings and sustainability of provision.

**21. Explanation of the statutory process**

21.1 In order for the Current Proposal to be implemented, Denbighshire County Council is required to follow a procedure laid out by a combination of an Act of the Welsh Government and a statutory Code.

21.2 The requirements are as follows:

- a. Consultation held with people likely to be affected by the Proposal;
- b. Consultation report setting out details of the Consultation to be published on the council's website;
- c. Publication of the Current Proposal (also known as the 'statutory notice') with details such as the planned implementation date, how to obtain a copy of the consultation report and how to object:
  - i) on the council's website;
  - ii) posted on or near the main entrance of the two schools; and
  - ii) by providing affected schools with copies to distribute to parents.
- d. An objection period of 28 days from the date of publication allowing anyone who wishes to object to the Current Proposal to do so;
- e. Determination by the council (when, subject to the above process, the decision to implement the Current Proposal may be approved);
- f. Publication by the council of any objections and its response to them (within 7 days of the date of determination of the Current Proposal).

21.3 Please note that any response provided to the formal consultation will not be regarded as an objection to the Current Proposal. This is because the Current Proposal may change in response to the formal consultation. If you would like to object to the Current Proposal, please wait until it has been published (as described in **paragraph 21.2(c)** above) then follow the procedure set out on the statutory notice.

**Key Point:** For the current proposal to be implemented a Statutory Notices would be published for 28 days. This would allow anyone wishing to object to do so.

A response provided during the formal consultation will not be regarded as an objection.

## 22. Community, Welsh Language and Equality impact

- 22.1 As the Current Proposal, if implemented, will result in the closure of two schools a Equality, Welsh Language and Community impact assessments has been carried out and this is available on our website.

## 23. Response Form

- 23.1 A response form for comments, including an opportunity for consultees to register their wish to be notified of publication of the formal consultation report, appears at the end of this consultation document.
- 23.2 You are welcome to ask questions and let us have your views on the Current Proposal at the events mentioned above or to put your views in writing. Responses should be sent to Modernising Education Programme Team, Denbighshire County Council, County Hall, Wynnstay Road, Ruthin, LL15 1YN or by e-mail to [modernisingeducation@denbighshire.gov.uk](mailto:modernisingeducation@denbighshire.gov.uk) by no later than **22<sup>nd</sup> October 2013**.

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<sup>i</sup> The consultation document can be found in the School Organisation & Modernising section or you can follow this link [[www.denbighshire.gov.uk/modernisingeducation](http://www.denbighshire.gov.uk/modernisingeducation)]

<sup>ii</sup> Formal Consultation Document for Children. This is available upon request from DCC [and/or from the DCC website in the School Organisation & Modernising section by following this link

[[www.denbighshire.gov.uk/modernisingeducation](http://www.denbighshire.gov.uk/modernisingeducation)]

<sup>iii</sup> Section 48 School Standards and Organisation (Wales) Act;

<sup>iv</sup> Modernising Education Framework - available to read on request at DCC's offices in Ruthin or by visiting the website [[www.denbighshire.gov.uk/modernisingeducation](http://www.denbighshire.gov.uk/modernisingeducation)] in the School Organisation & Modernising section

<sup>v</sup> The Estyn report relating to both schools may be accessed by following this link [www.estyn.gov.uk](http://www.estyn.gov.uk).

## CONSULTATION ANALYSIS REPORT

### 1. Introduction

- 1.1 Denbighshire County Council carried out an informal consultation between the 4th of February 2013 and 22nd of March 2013 into Primary School provision in the Ruthin Area. The findings of the informal consultation are contained in a report which was submitted to Denbighshire County Council's Cabinet of elected members in June 2013.
- 1.2 On the 25th of June 2013 we presented to the Cabinet a Draft Formal Consultation Document entitled "Proposal One: Ysgol Clocaenog and Ysgol Cyffylliog". At that meeting, and on the basis of the draft document, the Cabinet approved a formal consultation into a proposal to close Ysgol Clocaenog and Ysgol Cyffylliog on the 31st of August 2014; and to establish a new area school serving the communities of Clocaenog, Cyffylliog and surrounding areas from the 1st of September 2014 (the Current Proposal).
- 1.3 The Formal Consultation ran from the 9th of September to the 22nd of October 2013.
- 1.4 This document sets out the steps taken during, and the findings obtained from, the Formal Consultation. It has been produced after taking into consideration the requirements set out in the School Organisation Code; a document produced by virtue of the School Standards and Organisation (Wales) Act 2013.

### 2.0 Consultation Method

- 2.1 The Consultation period ran from the 9th of September 2013 until the 22nd of October 2013. A consultation document was published on [www.denbighshire.gov.uk](http://www.denbighshire.gov.uk) and paper copies were sent to each household and the two schools.
- 2.2 The Formal Consultation Document was published on our website on the 9th of September 2013. A Children's version (aimed at primary school ages) was also produced and published on our website. You can view the Formal Consultation Document in the Closed Consultation section of the DCC website; Click on the Ruthin Review section.
- 2.3 People were invited to either complete the online survey, email the Modernising Education Team, return the response form by post or write to the Modernisation Education Team by post. The complete list of recipients is set out in **Appendix A** and a copy of the standard response form is in **Appendix B**.
- 2.4 Meetings were held as follows:
- With Staff at Ysgol Clocaenog – 16th of September 2013
  - With Staff at Ysgol Cyffylliog – 17th of September 2013
  - With Governors of Ysgol Cyffylliog – 17th of September 2013
  - With Governors of Ysgol Clocaenog – 18th of September 2013
  - With Parents of Ysgol Cyffylliog – 24th of September 2013
  - With Parents of Ysgol Clocaenog – 25th of September 2013
  - With Pupils of Ysgol Clocaenog – 4th of October 2013
  - With Pupils of Ysgol Cyffylliog – 10th of October 2013

2.5 The parents meetings were held at Ysgol Cyffylliog and in Clocaenog Church Hall.

2.6 It was decided to adopt a 'parents' evening' format in favour of the open, question and answer format used during the informal consultation. The parents' evening format created a more intimate environment in which people could say what they thought without having to be heard by a room filled with people.

2.7 A summary of the comments received in the Parents, Staff and Governors meetings the response provided can be found in **Appendix C**.

2.8 Details of the consultation with pupils can be found in **Appendix D**.

### 3. Consultation Response

3.1 In total 60 responses were received during the consultation stage which included responses from Estyn and the National Union of Teachers of Wales (UCAC). The table below shows the connection of each respondent (if stated):

Connection of Respondent	Total
Ysgol Clocaenog	37
Ysgol Cyffylliog	20
No connection / Didn't state connection	3
<b>Total</b>	<b>60</b>

3.2 The response type and the indicative support / opposition to the current proposal are shown below:

No	Response Type	For the Proposal (actual / %)		Against the Proposal (actual / %)		Other (actual / %)		Total
1.	Letters and Emails	16	69.6	5	21.7	2	8.7	23
2.	Online Response Form	7	58.3	5	41.7			12
3.	Postal Response Form	13	52	12	48			25
4.	Total	36	60	22	36.7	2	3.3	60

Note: This does not include consultation with School Councils.

3.3 An analysis of the frequency of issues being raised during all consultation meetings and within correspondence received highlighted the following issues:



Rank	Issue	Description	Frequency of issue raised
1.	Transport	Concerns regarding suitability of transport used, Logistical implications, Suitability of road network, Length of travel, Requirement for chaperones	50 out of 60 responses
2.	Language	Important to retain Welsh Language Category for school, Importance of Bilingual Language Category in retaining pupils from non Welsh speaking families, Long term impact of change in Language Category	44
3.	Phase 2: New School	Support for proposed location, Alternative Locations, Funding, Competing Projects, Admission Number, Size of the school.	43
4.	Education Provision	Estyn grading of standards in Cyffylliog, Concern regarding standards deteriorating, Advantage of small cohorts, Support for reducing age range of classes.	34
5.	Phase 1: Dual Site	Class sizes, Configuration of classes across two sites, Identity of the School, Age range of classes, Splitting up siblings	32
6.	Community	Impact, One area gaining over the other, Importance to fund community activities that bring together both sites in one location.	28
7.	Staffing	Headteacher Appointment, Retention of current staff	25
8.	Timescale	Risk of prolonged two site provision - Support from parents, Pupil Retention, Future Intake, Communication of timescale regarding New Build, Timescale to appoint Temporary Governing Body and Headteacher	25
9.	Breakfast / After School Provision	Importance of retaining provision on two sites that links to the transport provided. Parent friendly operating times.	21
10.	Retain the Status Quo (Positive)	Existing ethos of the school, Existing Provision, No need to change – Lots of Children to start in the school, Cost of change is too high, Alternative Proposal of a Federation should be pursued.	11
11.	Other Issues	Proposal Document / Consultation method, Future of nearby schools, Indirect consequences	8
12.	Pre School	How current proposal would tie in with Cylch Meithrin provision and future provision.	6
13.	Governance	Structure / Membership of the Temporary Governing Body	3
14.	Need to	Current dining arrangements, poor facilities	3

	change the Status Quo (Negative)	in both schools	
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3.4 The Council's response to the concerns raised can be found in **Appendix E**. A summary of the redacted correspondence from the Formal Consultation can be found in **Appendix F**.

3.5 Denbighshire County Council published a separate Children's version of the Formal Consultation Document. Meetings were arranged with each School Council. Similar hopes that emerged during the consultation included more friends and more space. The similar fear for both schools was the additional travel time and the change of teachers. Further details can be found in **Appendix D**.

#### 4. Response from Estyn

In accordance with the requirements from the School Organisation Code, a copy of the Consultation Document was sent to Estyn for its observations. In its response, Estyn considers a range of key questions with regard to the Current Proposal. In response to the question, "Are the proposals likely to maintain or improve the standard of education provision in the area?", its response was:

"It is Estyn's opinion that this proposal is likely to at least maintain the present standards of education provision in the area.

In October 2012, Estyn identified the educational standards at Ysgol Clocaenog to be good. In March 2011, Estyn identified the educational performance at Ysgol Cyffylliog to be adequate and the school was placed in Estyn monitoring. Subsequently the school received a monitoring visit by Estyn in May 2012. Estyn found that the school had not made enough progress in the key areas of action that were identified in the Section 28 inspection and was identified as needing 'significant improvement'

The full response can be found in **Appendix G**.

#### 5. Response from UCAC

In accordance with the requirements from the School Organisation Code, a copy of the Consultation Document was sent to all trade unions for its observations. UCAC was the only trade union to submit a response to the formal consultation. In its response, UCAC observes that:

- Clocaenog requires a larger school as a matter of urgency
  - UCAC appreciates Denbighshire County Council's intention to preserve education in rural areas.
- Concerns include:
- The lack of decisiveness regarding Phase 2.
  - Denbighshire County Council ability to fund Phase 2.
  - The size of the new build
  - Timescale to establishing Temporary Governing Body and appointing a new Headteacher.

The full response can be found in **Appendix H**.

## DENBIGHSHIRE COUNTY COUNCIL

**School Standards and Organisation (Wales) Act 2013**

Notice is hereby given in accordance with section 41 and 43 of the School Standards and Organisation (Wales) Act 2013 and the School Organisation Code that Denbighshire County Council of County Hall, Ruthin, Denbighshire LL15 1YN (hereinafter referred to as "the Council"), having consulted such persons as required, proposes:-

- From 31 August 2014, to discontinue Ysgol Clocaenog, Clocaenog, Ruthin, Denbighshire LL15 2AY
- From 31 August 2014, to discontinue Ysgol Cyffylliog, Cyffylliog, Denbighshire, LL15 2DL
- From 1 September 2014, to **establish a new Welsh medium area community school for boys and girls aged 4 – 11 years old** to be maintained by the Council;

Pupils currently attending Ysgol Clocaenog and Ysgol Cyffylliog and those admitted during the 2013-14 school year will from the 1<sup>st</sup> September 2014, be able to attend a new area community school for boys and girls aged 4 – 11 years old to be maintained by the Council.

The new school will operate from two school sites:

- Clocaenog site, Clocaenog, Ruthin, Denbighshire, LL15 2AY, and
- Cyffylliog site, Cyffylliog, Ruthin, Denbighshire, LL15 2DL

(which are the current sites of Ysgol Clocaenog and Ysgol Cyffylliog)

The Council undertook a period of consultation before deciding to publish this proposal. A consultation report containing a summary of the issues raised by consultees, the proposer's responses and the views of Estyn is available on the website of Denbighshire County Council [www.denbighshire.gov.uk/modernisingeducation/](http://www.denbighshire.gov.uk/modernisingeducation/)

The Council will be the admission authority for the new school. The admission number for first time admissions to the primary phase at the new school in the first year in which the proposals have been implemented is 12.

From 1 September 2014, pupils will be admitted to the new 4 – 11 school in accordance with the Council's admission arrangements, which do not take account of the sex, aptitude or ability of the child:

- Pupils currently in nursery/reception provision and Year 1 to 5 at Ysgol Clocaenog, and those admitted during the 2013-14 school year, will be admitted to the New Area School;
- Pupils currently in nursery/reception provision and Year 1 to 5 at Ysgol Cyffylliog, and those admitted during the 2013-14 school year, will be admitted to the New Area School;

The language category of the proposed new school, as defined by "Defining schools according to Welsh medium provision" Welsh Assembly Government Information document No: 023/2007 will be as follows:

- Welsh Medium - Category 1

The new School's pupil capacity will be 81. This will include 36 at the Clocaenog Site and 45 in the Cyffylliog site.

Parents may express a preference for another school and the Council will comply with any such expressed preference subject to the School Standards and Framework Act 1998, Section 86(3).

The home to school transport arrangements for pupils currently at Ysgol Clocaenog and Ysgol Cyffylliog will remain the same at the proposed new school in accordance with the Authority's Home-to-School Transport Policy as at the date of implementation of the proposal.

Within a period of 28 days after the date of publication of these proposals, that is to say by **3rd February 2014** any person may object to the proposals.

Objections should be sent in writing to Jackie Walley, Head of Customers and Education Support, Denbighshire County Council, County Hall, Ruthin, Denbighshire, LL15 1YN, or by email to [modernisingeducation@denbighshire.gov.uk](mailto:modernisingeducation@denbighshire.gov.uk)

Denbighshire County Council will publish a summary of any such objections made within the objection period (and not withdrawn in writing), together with the Council's observations thereon, within the period of 28 days after the end of the objection period.

**Jackie Walley,**

**Head of Customers and Education Support**

**For Denbighshire County Council**

Dated this day 7th January 2014

**EXPLANATORY NOTE**

(This explanatory note does not form part of the Notice but is offered by way of explanation).

1. The Council is proposing to replace the existing schools, namely Ysgol Clocaenog and Ysgol Cyffylliog schools with an all-through Primary school initially incorporating the existing school sites.
2. The proposal is one of six identified through the 'Review of primary school provision in the Ruthin area' which was undertaken by the Council to address issues including head teacher recruitment, surplus places, mobile accommodation and the sustainability of schools
3. At the date of the last school census in January 2013, Ysgol Clocaenog had 36 full-time pupils on roll against a capacity of 36 full-time pupils. As of January 2013, the school had 0 surplus (empty) places; equivalent to 0% of the total capacity.
4. At the date of the last school census in January 2013, Ysgol Cyffylliog had 19 full-time pupils on roll against a capacity of 45 full-time pupils. As of January 2013, the school had 26 surplus (empty) places; equivalent to 57% of the total capacity.
5. The reasons for this proposal were set out in the consultation document circulated in September 2013, further copies of which are available on request from the address set out in the above notice.
6. A copy of the Council's School Admission Policy is available from Modernising Education at the address in the above Notice.
7. A copy of the Council's Home to School Transport Policy is available from Modernising Education at the address in the above Notice. Additional transport arrangements made for pupils who attend a different site as a result of classroom configuration will be outside the scope of the Council's school transport policy.
8. The mode of instruction in the new school will be mainly through the medium of Welsh.
9. Delegated funding for the new school will be in accordance with the Council's local funding formula for schools.
10. This notice marks the start of a 28 day objection period from 7th January 2014 to the 3rd February 2014 and sets out the address to which objections in writing may be submitted.

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Ruthin Area Review of Primary School  
provision

04 February 2014

Equality Impact Assessment

## Ruthin Area Review of Primary School Provision

**Contact:** Carwyn Edwards, Customers and Education Support  
**Updated:** 04/02/2014

### 1. What type of proposal is being assessed?

A service review or re-organisation proposal

### 2. Please describe the purpose of this proposal

The creation of a New Area School following the closure of Ysgol Clocaenog and Ysgol Cyffylliog. The New Area School will be opening on the existing school sites.

### 3. Does this proposal require a full equality impact assessment? (Please refer to section 1 in the toolkit above for guidance)

No

The impact of this proposal will be neutral as very little will change. The only changes will be:

- 1) The existing schools will close;
- 2) A new school will open but operate from existing sites;
- 3) Some pupils will have to travel further to school but free home to school transport will be provided to ensure that the proposal will not be discriminatory.
- 4) The school will only need one headteacher and that post may be filled by one of the existing head teachers or an external candidate. Accordingly the post of the existing headteachers will be redundant and a single new position will be created. Advice will be provided to the governing body of the new school to ensure that the process of appointing a New Headteacher is not discriminatory.

### 4. Please provide a summary of the steps taken, and the information used, to carry out this assessment, including any engagement undertaken

(Please refer to section 1 in the toolkit for guidance)

We have identified all stakeholders prior to commencing the review. We have engaged with stakeholders by post, public meeting and online during the informal consultation period. All correspondence with stakeholders was available bilingually (Welsh and English).

All venues for public meetings were identified as accessible and took place after 5pm to ensure that working families were not excluded. Details of all meetings were sent at least 2 week in advance.

**5. Will this proposal have a positive impact on any of the protected characteristics?**

(Please refer to section 1 in the toolkit for a description of the protected characteristics)

The impact will be neutral as as noted in section 3, the proposal will not result in significant change.

**6. Will this proposal have a disproportionate negative impact on any of the protected characteristics?**

No

**7. Has the proposal been amended to eliminate or reduce any potential negative impact?**

No

<If yes, please provide detail>

**8. Have you identified any further actions to address and / or monitor any potential negative impact(s)?**

No

<If yes please complete the table below. If no, please explain here>

Action(s)	Owner	Date

**9. Declaration**

Every reasonable effort has been made to eliminate or reduce any potential disproportionate impact on people sharing protected characteristics. The actual impact of the proposal will be reviewed at the appropriate stage.

Review Date: 04/02/2014

Name of Lead Officer for Equality Impact Assessment	Date
Carwyn Edwards	04/02/2014

**Please note you will be required to publish the outcome of the equality impact assessment if you identify a substantial likely impact.**

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<b>Report To:</b>	<b>Cabinet</b>
<b>Date of Meeting:</b>	<b>18<sup>th</sup> February 2014</b>
<b>Lead Member / Officer:</b>	<b>Councillor Eryl Williams, Lead Member for Education</b>
<b>Report Author:</b>	<b>Head of Customers and Education Support</b>
<b>Title:</b>	<b>Approval of Business Case for Rhyl New School Project</b>

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## **1. What is the report about?**

The report seeks to inform the Cabinet of the current position with regard to the Council's submission of the Final Business Case for Rhyl New School to the Welsh Government.

## **2. What is the reason for making this report?**

In September 2013 the Welsh Government approved the Strategic Outline Case for the Rhyl New School project. Following discussions with Welsh Government officials it has been agreed to submit a combined Outline / Final Business Case for their consideration.

## **3. What are the Recommendations?**

To recommend to Council the approval of the Business Case for Rhyl New School prior to determination by the Welsh Government.

## **4. Report details.**

- 4.1 The Corporate Plan details the Council's ambition to deliver significant investment in the School Building portfolio between 2012-17. A significant element of this work will be the delivery of the Band A projects for the 21<sup>st</sup> Century Schools Programme.
- 4.2 The Welsh Government provided approval in principal for £36.7m as their 50% contribution towards the 21<sup>st</sup> Century Schools Programme in December 2011. Subsequent to this the Welsh Government have worked with all local authorities to ascertain how the overall £1.2 billion investment across Wales can be allocated into deliverable workstreams for individual local authorities. One of these projects was the Rhyl New School. The project will provide a new school building for Rhyl High School to serve up to 1200 pupils in mainstream education whilst also housing approximately 45 pupils in Key Stage 3/ 4 from Ysgol Tir Morfa, the community special school in Rhyl.

- 4.3 All projects within the 21<sup>st</sup> Century Schools Programme (21<sup>st</sup> CSP) will be required to follow the guidance for Business Case approvals as defined in the HM Treasury Model. For projects below £5m a Business Justification Case will require approval whilst projects above £5m approval of the Strategic Outline Case (SOC), Outline Business Case (OBC) and Full Business Case (FBC) will be required.
- 4.4 Cabinet gave approval in February 2013 for approximately £1.5m to fund Phase 2 (Detailed Design) which would enable the project to be progressed to a stage where approval could be sought for the full business case. The Stage D Design Report was submitted by Wilmott Dixon, the Council's appointed contractor to deliver this project, to Denbighshire in December 2013 and is a key milestone document which summarises the feasibility works undertaken over the past 8 months on this project. The key objectives are:
- Give a comprehensive overview of the feasibility undertaken.
  - To understand the education vision and how this has translated into a new community facility.
  - Demonstrate technical proficiency appropriate to the design of the building and site.
  - Present robust costing information which demonstrates that the school can be delivered to an agreed budget.
  - Demonstrate an achievable master programme for the project which reflects possible outcomes of the planning process.
  - Highlight any risks which remain with the project and show these can be mitigated and managed through the next stages of the project.
  - Present a level of information on the feasibility to receive successful Denbighshire / Welsh Government funding approval and to enable the authority to move forward to the detailed stages of the project.
- 4.5 The overall cost for the Wilmott Dixon contracted element of the project within the Stage D report was £22,281,516. This was £38,017 less than the previously estimated sum. The overall cost for the project is presently £24,586,100 which includes Denbighshire costs (client and design fees) and Client contingency sums.
- 4.6 The Business Case as attached is to seek 50% funding from the Welsh Government. This will mean that a sum of £12,293,050 will be required to be provided by Denbighshire. This sum is covered within the overall Corporate Plan and Capital Plan.
- 4.7 The Council's Strategic Investment Group considered the Business Case (see Appendix 1 for the executive summary) at its meeting on the 22<sup>nd</sup> January 2014. The group considered a number of issues including the size of the school, the arrangements for safeguarding of pupils within the design of the site layout and the process undertaken to date. Following extensive discussion it was recommended that the Business Case be submitted to the Welsh Government for consideration and that approval be sought from Cabinet and Council at their respective meetings in February. The Business

Case was submitted to the Welsh Government for determination, subject to the views of Cabinet and Council at the end of January 2014.

4.8 The following timescales are anticipated for progression of the project:-

Milestone activity	Date
Submit Business Case to WG	Jan 2014
Approval of Business Case by Cabinet / Council	Feb 2014
Assessment of Business Case by WG	Mar 2014
Completion of Phase 2 – Detailed Design	May 2014
Contract Award	June 2014
Phase 3 – Construction	July 2014 – Mar 2016
Final Handover	Mar 2016

#### **5. How does the decision contribute to the Corporate Priorities?**

The development of the 21<sup>st</sup> Century Schools Programme and the wider Modernising Education Programme will be a factor in ensuring that the Council meets its aspiration to improve performance in education and the quality of our school buildings as documented within the Council's 2012 – 2017 Corporate Plan. The Programme will also assist the Priority of Developing the Local Economy via the investment of capital expenditure towards improving the quality of school buildings.

#### **6. What will it cost and how will it affect other services?**

The costs arising from the Rhyl New School project will be approximately £24.6m. The approval of the Business Case will enable a contract to be issued. The funding for this priority within the Corporate Plan will be provided through the use of reserves, balances, disposal of assets and through prudential borrowing.

There have been extensive discussions with Leisure Services in respect of the dual use arrangements for the Leisure Centre. Following the receipt of a condition survey it has been agreed that the existing Leisure Centre will continue to be used by Rhyl High School and by Ysgol Tir Morfa for the delivery of the PE curriculum. This will enable the focus to be on improving the existing facilities rather than potentially creating another asset.

#### **7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision? The completed EqIA template should be attached as an appendix to the report.**

The equality impact assessment is of the view that the proposal will have a positive impact of children and young people who share protected characteristics. The impact will be monitored during the lifetime of the project.

## **8. What consultations have been carried out with Scrutiny and others?**

There has been extensive consultation with the school communities of Rhyl High School and Ysgol Tir Morfa in the development of the project to date. This has included a number of neighbourhood consultation meetings to discuss the emerging designs for the new school buildings. There has also been engagement with the Rhyl Member Area Group and Rhyl Town Council on the progression of the project.

## **9. Chief Finance Officer Statement**

This is a key strategic project both in 21<sup>st</sup> Century Schools and the Council's corporate plan. The council has already committed around £1.5m to the initial works which have led to this proposal. There is sufficient capital funding available to deliver the project at the projected cost.

This is the largest single capital project ever undertaken by the Council and as such carries financial risk. Good project management is therefore key to this and the project must be carefully monitored. It is the first of the major school projects to be undertaken and more are likely to follow.

At each stage the Council must be convinced that each project represents value for money and that the programme overall is affordable and deliverable. At this stage in the programme it is deliverable and affordable.

## **10. What risks are there and is there anything we can do to reduce them?**

The Cabinet has previously agreed to progress this project at risk subject to the approval of the Business Case. Should the project fail to receive approval there is a risk that the work undertaken to date will not be progressed any further. The approval of the Strategic Outline Case for this project in September 2013 could be seen to lessen the risk that the project failing to receive final approval from the Welsh Government. To mitigate this there has been regular discussions with the Welsh Government on the progression of the Rhyl New School project.

The overall project is being managed by an experienced Project Manager with clear arrangements for the management of risk during the project.

## **11. Power to make the Decision**

Section 2 Local Government Act 2000 / Section 111 Local Government Act 1972

# **Rhyl New School (RNS)**

## **Full Business Case (FBC)**

Version No: 1.0  
Issue Date: 29/01/2014

## VERSION HISTORY

<b>Version</b>	<b>Date Issued</b>	<b>Brief Summary of Change</b>	<b>Owner's Name</b>
Draft 0.1	17/01/2014	First Draft Version	J Curran
1.0	29/01/2014	First Version	J Curran

## **1. Executive Summary**

### **1.1 Introduction**

This Full Business Case seeks approval to invest £24,586,100 in a contract with Willmott Dixon Construction to construct a new school and associated facilities in Rhyl.

### **1.2 Strategic case**

#### ***1.2.1 The strategic context***

This business case is for the provision of a new school building to replace the existing Rhyl High School building at a cost of £24,586,100; this being a key project within Denbighshire County Council's overall 21<sup>st</sup> Century Schools Programme.

This business case builds on the detail presented in the SOC that was approved by Welsh Government in September 2013. It also develops and confirms the following:

- Determining and confirming value for money
- Preparing for and contracting the deal
- Confirming affordability and financial requirement
- Planning for successful delivery

#### ***1.2.2 The case for change***

Rhyl High School is situated in a residential area of Rhyl and shares its site with Rhyl Leisure Centre (RLC). It occupies a range of buildings which have been adapted and remodelled over the years. The school has the poorest energy efficiency and performance figures of the entire Council buildings portfolio – a situation which is difficult to improve given the usage patterns of its series of detached and external 'walkway-linked' buildings.

Ysgol Tir Morfa is a community special school which caters for pupils with a wide range of additional learning needs, aged between 3 and 19 years. The school is located on Ffordd Derwen. The Key Stage 1 and 2 provision has seen significant investment by Denbighshire County Council and the Welsh Government in recent years. However plans for the next phase to address needs for KS 3&4 have had to be re-assessed due to the scarcity of capital funding to undertake the work.

The strategic drivers for this investment and associated strategies, programmes and plans include the following:

- A need to bring about a step-change improvement in 11-16 secondary education provision in Rhyl and the associated attendance and attainment levels
- The vision for the economic regeneration of Rhyl demands that education infrastructure is kept in step with progress made in other areas of the regeneration programme
- A required reduction in the ever-growing (cost of the) maintenance backlog of secondary school buildings in Rhyl

- The requirement to reduce the carbon footprint of the Council – in particular that of the total school estate

Since the initial discussions regarding this project in 2009 Rhyl High School has had a change of leadership which has seen considerable improvements in performance and attainment. However, in order to see sustained improvements there is a compelling case to improve the physical teaching and learning environment.

At Ysgol Tir Morfa KS3&4 pupils need access to more specialist curriculum facilities than can be provided at the main school site – particularly for vocational courses, performance spaces, technology and science. To address this need consideration has been given to the co-location of elements of Ysgol Tir Morfa at Rhyl High School to enable the school to access improved facilities. This will be provided within the design and configuration of new buildings at Rhyl High School where Ysgol Tir Morfa pupils would have their own discrete base with direct access to shared specialist facilities. This would also provide practical integration opportunities with mainstream life – socially and academically.

### **1.3 Economic case**

#### ***1.3.1 The OBC long list and short list***

The five long list options as considered in the SOC and confirmed in this business case included:

- Option 1.1 – do nothing
- Option 1.2 – the ‘minimum’ scope – for some improvements in secondary education provision in Rhyl: close RHS and re-open as a 11-16 school within the existing buildings
- Option 1.3 – the ‘do-a-bit-mote-than-the-minimum’ scope – marginal improvements in secondary education provision in Rhyl: Remodel or refurbish present RHS buildings - Leave BEJ to be reviewed as part of a wider ‘faith’ Education review; continue with Rhyl 6<sup>th</sup> Project; keep Welsh medium provision discrete
- Option 1.4 – the ‘intermediate’ scope – for improvements in secondary education provision in Rhyl: Rebuild RHS on its present site or an alternative site - Leave BEJ to be reviewed as part of a wider ‘faith’ Education review; continue with Rhyl 6<sup>th</sup> Project; keep Welsh medium provision discrete
- Option 1.5 – ‘maximum’ scope – for improvements in secondary education provision in Rhyl: Closing Rhyl High School (RHS) and/or Blessed Edward Jones Roman Catholic High School (BEJ); open a new replacement/successor school for RHS and/or BEJ establishing a single campus 11-18 school with a ‘faith’ element and offering a Welsh medium stream with community and ALN facilities

The short list shown within the SOC and confirmed in the business case is as follows:

- Option 1 – the do minimum – clear maintenance backlog – status quo



- Option 2 – do intermediate – major refurbishment & extension
- Option 3 – do maximum – new school build

### **1.3.2 The procurement**

Denbighshire County Council’s aspiration was to use the best current practice for procurement and implementation of the project. Specialist advice was sought from a number of areas; this is explained in more detail in Section 4 – Commercial Case. Based on this advice it was decided to adopt an Early Contractor Involvement (ECI) approach within a ‘partnering’ agreement as the best way to ensure the Council’s aspirations for the project could be met within a partnering relationship with an experienced strategic partner.

It was decided to structure the procurement call into three main Phases as follows:

Phase 1 – Feasibility

Phase 2 – Detailed Design & Target Cost Preparation

Phase 3 – Construction

This approach was taken so as to provide break points at which progress could be halted in order to attain the required approvals at Council and Welsh Government level for the preferred option and the funding to support moving on to the next phase.

The first stage of the procurement process, given the scale of the potential project estimated at the time to be in the order of £25M, was to prepare and launch an OJEU notice and initial PQQ exercise for potential partners.

The OJEU Notice was issued in October 2009 and 15 valid PQQ responses were received in response and subsequently evaluated against the advertised evaluation criteria. Of the 15 responses, 8 potential providers were shortlisted and invited to tender in January 2010.

The 8 potential provider tenders were evaluated against the advertised evaluation criteria and interviewed by a panel. Based on the outcome of this evaluation, Willmott Dixon Construction was selected as the preferred partner to take forward the project in a phased approach as described above.

### **1.3.3 Key findings**

The key findings from the economic appraisals are:

	<b>Undiscounted (£)</b>	<b>Net Present Cost (Value) (£)</b>
<b>Option 1 – Do minimum – Status Quo – Clear maintenance backlog</b>		
Capital	3,088,050	2,741,689
Revenue (inc. maintenance)	972,000	551,093
Optimism bias 10% (on capital)	308,805	274,172
<b>Total costs</b>	<b>4,368,855</b>	<b>3,566,984</b>
<b>Less cash releasing benefits</b>	<b>-2,063,000</b>	<b>-1,788,992</b>
<b>Total</b>	<b>2,305,855</b>	<b>1,777,991</b>

	Undiscounted (£)	Net Present Cost (Value) (£)
<b>Option 2 – Do intermediate – major refurbishment &amp; extension</b>		
Capital	26,316,644	24,237,438
Revenue (inc. maintenance)	2,632,500	1,492,542
Optimism bias 10% (on capital)	2,631,664	2,423,744
<b>Total costs</b>	<b>31,580,808</b>	<b>28,153,725</b>
<i>Less</i> cash releasing benefits	-2,063,000	-1,788,992
<b>Total</b>	<b>29,517,808</b>	<b>26,364,732</b>
<b>Option 3 – Do maximum – New school build</b>		
Capital	24,811,100	22,536,013
Revenue (inc. maintenance)	2,632,500	1,492,542
Optimism bias 10% (on capital)	2,481,110	2,253,601
<b>Total costs</b>	<b>29,924,710</b>	<b>26,282,157</b>
<i>Less</i> cash releasing benefits	-2,063,000	-1,788,992
<b>Total</b>	<b>27,861,710</b>	<b>24,493,164</b>

**NOTES:**

- *Capital – includes initial project capital costs plus cyclical capital costs at years 10,20 & 25 of £50k, £75k & £100k*
- *Revenue (inc. maintenance) – estimated revenue impact on school of Options 2&3 of increased floor area of £87,500 plus £36k annual maintenance for Option 1 & £10k annual maintenance for Options 2&3*
- *Optimism Bias – standard 10% applied across all three options based on the capital element only*
- *Cash releasing benefits - consist of £2,063,000 in estimated current maintenance backlog*

The key findings are as follows:

- *Option 1 – Do minimum – Status Quo – Clear maintenance backlog*  
This option ranks first overall in terms of 'Cost net all savings' however it is not a realistic investment option as a step-change in accommodation and facilities is required. Investing in the current buildings would not bring about sufficient change in the teaching and learning environment to realise this. The present buildings lie within a defined flood plain, which militates against any case for large scale capital investment in the site.

It provides no additional benefits in terms of up to date teaching and learning facilities or improved suitability for delivering a modern curriculum. Minimum maintenance investment would just keep the present buildings safe, secure and weather-tight, sufficient to allow continuing operation.

- *Option 2 – Do intermediate – Major refurbishment & extension*

This option ranks third overall in terms of ‘Cost net all savings’. It would see the existing building refurbished & refreshed and new additional accommodation constructed to provide the required capacity to accommodate 1200 plus 45 ALN for Ysgol Tir Morfa. The issue with this option is that it would not provide the complete step change in facilities as a significant amount of the existing accommodation would be retained albeit fully refurbished. This is estimated as being the most expensive option financially given the more complicated nature of a major refurbishment and the logistics of working within a live site.

- *Option 3 – Do maximum – New school build*

This option ranks second overall in terms of ‘Cost net all savings’. It provides a new building with state of the art accommodation and facilities; this would enable full flexibility in the design process to ensure the school will be provided with the accommodation required to make that set change.

### **1.3.4 Overall findings: the preferred option**

Summary of overall results:

<b>Evaluation Results</b>	<b>Option 1</b> Do minimum Clearing maintenance backlog	<b>Option 2</b> Do Intermediate Major Refurbishment & extension	<b>Option 3</b> Do Maximum New build school
Economic Appraisals	1	3	2
Benefits Appraisals	3	2	1
Cost per Benefit Point	3	2	1
Risk Appraisal	3	2	1
<b>Overall Ranking</b>	<b>3</b>	<b>2</b>	<b>1</b>

## **1.4 Commercial case**

### **1.4.1 Agreed products and service**

The products and services under contract are as follows:

- A successful recent track record of designing and constructing innovative secondary schools
- Experience of using ‘partnering-ethos’ arrangements
- Ability to provide and lead a team of appropriate technical specialists (Education consultants, ICT and Energy specialists, et al)
- Understanding of the emerging education and economic trends in Wales and locally in Denbighshire and Rhyl

- A sound reputation for maximising use of local suppliers within the construction supply chain
- A history of delivering significant community benefits through their construction ventures
- Technical ability to lead a complex design and build project to replace the existing school buildings including design, construction, demolition and reinstatement/re-landscaping works

#### **1.4.2 Agreed risk allocation and charging mechanism**

The advertised tender invited bidders to submit their proposals for managing risks under contract. These were 'scored' as part of the evaluation of tenders and included consideration of:

- a 'pain/gain' model to offset risk to the Council
- development of target cost for the project; firming of prices
- an insight into their experience and perceptions of 'partnering'

An allocation of risk against a number of risk categories have been agreed with Willmott Dixon Construction.

Reimbursement under the contract will be made in line with appropriate procedure supporting the submission of claims and control of costs as required. Within the contractual arrangements there is an agreed Pain/Gain mechanism whereby should the Target Cost be exceeded then the contractor will be liable for 100% of the pain. As part of PHASE 2 – Detailed Design & Target Cost Preparation a number of construction risks have been identified and costed in order to allocate a sufficient risk contingency should these risks materialise as the project progresses.

#### **1.4.3 Key contractual arrangements**

In addition to 'standard' contract headings and wording associated with an NEC3 contract, the key contract provisions reflect DCC's aspiration to engage a partner organisation as a first step towards building an enduring beneficial relationship. Some of the key contractual clauses are in relation to the following:

- Project Delivery Proposal
- Building Performance
- Community Focus
- Delivery
- Learning Environment
- Financial Information
  - PHASE 1 – (Feasibility)
  - PHASE 2 - (Detailed Design and Target Cost Preparation)
  - PHASE 3 - (Construction Phase)
- PRICING SCHEDULES

- SPECIFICATIONS
  - Partnering
  - Sustainable Development Scheme
  - Delivery and Implementation of Community Benefits

There are no personnel implications and TUPE does **NOT** apply.

#### **1.4.4 Agreed implementation timescales**

Having appointed a successful supplier (Willmott Dixon Construction) following the procurement approach described above in Section 1.3.2, Phase 1 (Feasibility) of the works was conducted between April and October 2010 using funding from the Welsh Governments Tranche 1 of Transitional Funding awarded in 2009. The output from this Phase provided key information to feed into the developing 5 Case Business Case Process being undertaken by Denbighshire in relation to the Welsh Government's 21<sup>st</sup> Century Schools Programme.

There was then a pause in the project whilst the implications for changes to the timescales and scale of the Welsh Government's 21<sup>st</sup> Century School Programme and Denbighshire's response to it were worked through.

In order to demonstrate commitment to the project and to be in a good position to make timely progress moving forward Denbighshire decided to provide funding to commence work on Phase 2 (Detailed Design & Target Cost Preparation) with this work commencing in Spring 2013 and feeding into this Business Case. Phase 2 is anticipated to be completed by May 2014.

This business case seeks approval to take forward the outputs from Phase 2 and proceed to Phase 3 – contract award for an NEC3 Engineering and Construction Contract for delivery of works associated with construction of a new school building in Rhyl.

#### **1.4.5 Accountancy treatment**

The assets created as a result of the project will be included in DCC's Education property portfolio and the appropriate corporate asset register.

### **1.5 Financial case**

#### **1.5.1 Financial expenditure**

Summary of financial expenditure:

	2012/13	2013/14	2014/15	2015/16	2016/17	Total
	£	£	£	£	£	£
<b>Option 3</b>						
Capital	24,945	1,477,975	7,222,434	15,860,746	0	24,586,100
Revenue	0	0	0	0	87,500	87,500
<b>Total (Capital)</b>	<b>24,945</b>	<b>1,477,975</b>	<b>7,222,434</b>	<b>15,860,746</b>	<b>15,860,746</b>	<b>24,586,100</b>

<b>Capital Only</b>						
DCC	24,945	1,477,975	2,859,758	7,930,372	0	0
WG	0	0	4,362,676	7,930,374	0	0
<b>Total</b>	<b>24,945</b>	<b>1,477,975</b>	<b>7,222,434</b>	<b>15,860,746</b>	<b>15,860,746</b>	<b>24,586,100</b>

**NOTE:**

The increase in revenue shown, £87,500, is in direct relation to the increase in the Gross Internal Floor Area (GIFA) of the preferred option against the current school GIFA. The revenue budget for schools is driven by a number of variables which are often dependent upon pupil numbers. Whilst it is expected that the project will have a positive impact on pupil numbers at this stage this hasn't been robustly modelled. The overall quantum for the all schools revenue budget would remain the same.

Therefore the increased revenue is not an increased financial pressure to the County as it will be dealt with via the standard school budget setting formula process from within the funding envelope for all schools year on year

**1.5.2 Overall affordability and balance sheet treatment**

The payment stream for the capital only to fund the chosen option (Option 3) will see 50% of the funding coming from the WG, the remaining 50% coming from DCC. Revenue implications will be dealt with once the new project is in place via the standard school budget formula setting process.

The capital cost of the project is £24,586,100 over the expected lifetime of the project. A submission to access 50% of the project value is being made to WG with the remaining 50% coming as contribution from Denbighshire. This approach was outlined in the SOP and has been agreed at Council. The detail on the proposed method of delivery for the 50% contribution from Denbighshire was included within the Capital Plan that formed part of the latest Corporate Plan that was agreed at Council on 09<sup>th</sup> October 2012. The funding provided by the authority will be found from reserves, balances and by selling assets with the rest being generated through prudential borrowing. Any amendments to the delegated school revenue budgets arising from the project will be dealt with via the existing school budget formula setting process

In February 2013, a report was submitted to Denbighshire's Cabinet recommending approval of £1.5M from the county's own resources to demonstrate the commitment to taking the project forward through detailed design. This recommendation was approved at Cabinet with the £1.5M being included in the Corporate Plan matrix. This has enabled Phase 2 to progress in parallel with the Welsh Government Business Case process so as to inform the business case development in a timely manner and place the project in a good position to proceed without delay within the County's overall 21<sup>st</sup> Century Schools Band A Programme given formal approval from Welsh Government.

In addition, this business case has been reviewed by Denbighshire Strategic Investment Group to ensure it aligns with the approved Council Capital Plan. The Council's Cabinet and Council will also consider the Business Case prior to determination by the Welsh Government.

The proposed capital expenditure will increase the overall value of the Council's asset estate by replacing aged buildings with new structures. Consequently, the balance sheet will show an increase in total asset value

## **1.6 Management case**

### ***1.6.1 Project management arrangements***

The scheme is an integral part of the DCC 21<sup>st</sup> Century Schools programme, which comprises a portfolio of Education transformation projects within the context of Modernising Education in Denbighshire. Like all projects within the programme, this project will follow the DCC Project Management Methodology founded on PRINCE2 and the principle of management by exception within approved parameter boundaries.

A Project Board was established in September 2009 to oversee the development and progress of the project. Following completion of the feasibility study stage of the project in 2010 the Project Board was suspended until the project detailed design stage was re-started in 2013.

The Project Team reports to, and advises the Project Board and is responsible for the development, planning and delivery of the project. The membership of the team is dynamic and evolves over time with some roles increasing or diminishing in profile as the project progresses through its sequential stages. The team is led and coordinated by the Project Manager.

As with the 21<sup>st</sup> Century Schools Programme Board, the Project Team will be supported, as appropriate, by advisers in key areas. This was a key principle in the appointment of a lead strategic project partner with a recent successful background and track record of designing and constructing similar schools.

### ***1.6.2 Benefits realisation and risk management***

A benefits register for the project is maintained within the DCC corporate project management system. The register records details of the beneficiaries, the timeframe for realisation, the metrics and indicators (for baselines, targets and monitoring) and the benefits owner/manager as the persons accountable for realisation.

As with benefits, a risk register is maintained within the DCC corporate project management system. The register identifies and allocates risk management responsibilities and mitigation measures. This risk register is reviewed on a regular basis to ensure it is up to date and any new risks identified are recorded.

### ***1.6.3 Post project evaluation arrangements***

Post occupancy evaluation (POE) provides a structured review of the process of delivering a capital project as well as a review of operational, functional and strategic performance of the building following occupation. This is a recognised way of providing feedback on the performance of the project through a building's lifecycle from the initial concept to occupation and beyond.

The post occupancy evaluation will occur after a period of operational use – between 6-12 months – and will again capture feedback from all users on how the new set-up is

functioning and to measure the actual outcomes against the objectives, plus it will feedback to identify any areas where changes are needed and as a source of lessons learned for any other similar projects being developed.

### **1.7 Recommendation**

We recommend that the Rhyl New School should proceed to the delivery phase of the project, Phase 3 – Construction.

**Signed:**

A handwritten signature in cursive script, reading "Wynne Williams", enclosed in a thin black rectangular border.

**Date:**

29/01/2014

**Senior Responsible Owner**  
**Project team**



Rhyl New School  
04 February 2014

Equality Impact Assessment

# Rhyl New School

**Contact:** James Curran, Education and Support Services

**Updated:** 04.02.2014

**1. What type of proposal / decision is being assessed?**

A project proposal

**2. What is the purpose of this proposal / decision, and what change (to staff or the community) will occur as a result of its implementation?**

The proposal is for funding for a project to deliver a replacement building for the existing Rhyl High School which will also be able to accommodate a number of pupils from the secondary provision at Ysgol Tir Morfa.

**3. Does this proposal / decision require an equality impact assessment? If no, please explain why.**

*Please note: if the proposal will have an impact on people (staff or the community) then an equality impact assessment **must** be undertaken*

Yes

**4. Please provide a summary of the steps taken, and the information used, to carry out this assessment, including any engagement undertaken**

*(Please refer to section 1 in the toolkit for guidance)*

Consideration of equality issues has occurred at all stages of the development of the project via the Council as clients and by Wilmott Dixon and AEDAS, the contractors and architects for the project.

The intentions have been to provide buildings which meet the current requirements of the legislation in the provision of services, education and employment, within the scope of the brief recognising Denbighshire's policy for 'access for all' and the site conditions. The overall approach to the design being new build will aim to meet the standards set by the ADM and the BS8300:2009 as a minimum and will reflect good practice guidance (it should be noted that BS8300:2009 supersedes ADM). In relation to particular spaces the level of accessibility will be agreed within the constraints of the brief that enables the needs of new users and the existing school population and staff; which may

require accessibility above the standards of the ADM.

- 5. Will this proposal / decision have a positive impact on any of the protected characteristics (age; disability; gender-reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)?**  
*(Please refer to section 1 in the toolkit for a description of the protected characteristics)*

Yes, the project will deliver improved learning accommodation for some of the current pupils attending Ysgol Tir Morfa who will transfer to the new site in 2015. In addition to improved accommodation they will be able to access specialised facilities within the main area of Rhyl High School.

- 6. Will this proposal / decision have a disproportionate negative impact on any of the protected characteristics (age; disability; gender-reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)?**

No

- 7. Has the proposal / decision been amended to eliminate or reduce any potential disproportionate negative impact? If no, please explain why.**

Yes	<p>The approach to inclusion and disabled access and use of the building has been to incorporate access for all into every aspect of the design. This will include (but not limited to):</p> <ul style="list-style-type: none"><li>• Ample disabled parking bays close to the main entrance.</li><li>• Step free external environment.</li><li>• Level access thresholds to all external and internal doors. The floor level will be designed at the same level as the external ground level.</li><li>• Lifts solely for the use of disabled pupils, staff or visitors as well as deliveries.</li><li>• Sufficient disabled sanitary provision as well as ambulant sanitary provision within the main toilet blocks.</li><li>• Changing Places hygiene suite.</li><li>• Furniture design to allow for disabled use.</li><li>• Main circulation doors held open during the school day.</li><li>• Colour schemes to provide the correct colour contrast</li></ul>
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	between surfaces etc. .
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**8. Have you identified any further actions to address and / or monitor any potential negative impact(s)?**

Yes	
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Action(s)	Owner	By when?
Review Proposals at end of Stage F	Sian Lloyd Price	09.05.14
Review Proposals prior to site construction works	Sian Lloyd Price	30.05.14
Monitor during progression of works	Sian Lloyd Price	20.11.15
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**9. Declaration**

Every reasonable effort has been made to eliminate or reduce any potential disproportionate impact on people sharing protected characteristics. The actual impact of the proposal / decision will be reviewed at the appropriate stage.

Review Date:	04.02.2014
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Name of Lead Officer for Equality Impact Assessment	Date
James Curran	04.02.14

**Please note you will be required to publish the outcome of the equality impact assessment if you identify a substantial likely impact.**

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**Report To:** CABINET

**Date of Meeting:** 18<sup>th</sup> February 2014

**Lead Member / Officer:** Councillor Eryl Williams/Karen Evans

**Report Author:** Karen Evans

**Title:** National Model for Regional Working on School Improvement

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## **1. What is the report about?**

The purpose of this report is to update Members on developments in relation to school improvement services and to approve the new National Model for Regional Working on School Improvement.

This report has been prepared in collaboration with the other five LA's in North Wales and will be presented at Cabinet in each LA.

## **2. What is the reason for making this report?**

The Hill Review set out a number of options for improving the delivery and structure of education services in Wales. One of the key options was that there needed to be greater consistency in the delivery of school improvement services via the regional education consortia. This view was endorsed by local government through the WLGA response to the Hill Review in September 2013.

A subsequent key commitment on the part of local government has been to co-construct a National Model for Regional Working on School Improvement (hereafter referred to as the Model) with the Welsh Government. The aim of the Model is to bring consistency and stability to the local authority regional school improvement services which is in line with the WLGA response to the Hill Review.

The work to develop the Model took place during November 2013 with representatives of local authority Chief Executives, Directors of Education, Directors of Finance and Directors of Human Resources closely involved in the process. In order to achieve this deadline, a number of working groups were established, involving local government officers, education experts and Welsh Government civil servants. These groups have worked on different aspects of the Model including clarity over the definition of school improvement, governance and commissioning, budgets and business planning for regional services.

The Model was agreed by the Minister and the WLGA Coordinating Committee in late November 2013. There has been a very tight timescale to undertake this work but it has been genuine co-construction. Inevitably there have been concessions on all sides.

### **3. What are the Recommendations?**

Members discuss and approve the proposed National Model for Regional Working on School Improvement. **Appendix 1**

Agree the recommendation:

“that the National Model for Regional Working on School Improvement be adopted and that a business plan be developed with the intention that the additional services listed in the Model be incorporated into the GwE regional model, in phases, subject to a satisfactory business case for each and a supporting transition plan to ensure service continuity and performance”.

### **4. Report details**

The Model outlines a consistent approach to school improvement activities such as how to undertake school-to-school support which is a key part of moving towards self-improving schools. The Model aims to encourage schools to take more responsibility for their own improvement. The Model also looks to clarify issues such as what activities could usefully be undertaken at a local authority level and what activities are best addressed regionally.

A key section of the document covers the governance arrangements in relation to regional collaborative school improvement services. The current statutory position is retained and responsibility for school improvement rests with the individual local authorities. The Model suggests that governance is best placed in a Joint Committee and in line with the legal requirements of the Local Government Act 1972; members of the Joint Committee would be appointed by the constituent local authorities. This group would be supported by an executive board which would cover more operational issues in relation to the regional service.

As part of the new arrangements, it was agreed that a common business plan template was required to enable consortia to clearly identify their key priorities for the year and the expected outcomes. The Minister for Education and Skills will use the plans as the basis of an outcome agreement with consortia, and will formally accept (or not) the plans on an annual basis. The process of submitting and signing off a business plan should be completed by the end of March of each year.

Through regular Review and Challenge events (formerly stocktakes), Welsh Government will monitor progress against and hold consortia and local authorities to account for their performance against the priorities and outcomes noted in the business plans. The plans must be:-

- focused on strategic outcomes;
- dovetail effectively with the outcomes identified in statutory local authority plans;
- deliver national and local priorities to impact on outcomes for learners;

- used to inform democratic accountability arrangements; and
- informed by effective data analysis and need.

It is envisaged that consortia will have, within the guidance set out in the Model, other bespoke arrangements for effective strategic planning, governance and decision making, clear performance management and accountability arrangements internally and to constituent local authorities, self-evaluation, quality assurance, local authority level implementation action plans, managing risks and robust financial planning.

## **5. How does the decision contribute to the Corporate Priorities?**

This report contributes to the Corporate Priority of improving performance in education and the quality of our school buildings.

## **6. Equalities Impact**

There are no equalities impact implications arising directly from this report.

## **7. What will it cost and how will it affect other services?**

In October 2013, the Minister for Education and Skills issued a written statement, outlining his acceptance of the proposal from local government to protect school improvement funding within the local government budget settlement and to jointly construct a National Model for Regional Working.

The agreement replaces the proposal, in the Hill Review, to fund regional school improvement services through a transfer out of the RSG. It agrees Local Authority contributions to school improvement functions will be protected on the basis of the methodology and funding identified in papers submitted to the Distribution Sub Group and Finance Sub Group.

The amount is based on the minimum amount originally proposed top-slice (£19.2m), reduced by the average percentage reduction in core revenue funding for Wales, as announced in the Final Local Government Settlement for 2014-15. This equates to 3.4%.

The individual authority allocations are based on the Mainstream Schools' sector Standards Spending Assessment distribution as contained in the 2014-15 Final Settlement. The Mainstream Schools' sector comprises the main service areas relating to Primary, Secondary and Special education provision.

### **In the case of GWE:-**

Additional funding to meet the sums identified in the National Model will only be transferred to GWE as and when the functions transfer. This will be in accordance with the milestones identified in the Business Plan and subject to the full compliance with the recommendation at 4 above.

**8. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision? The completed EqIA template should be attached as an appendix to the report.**

There are no equalities impact implications arising directly from this report.

**9. What consultations have been carried out with Scrutiny and others?**

The Model has been developed through engagement with local government officers, education experts, civil servants, WLGA and the Welsh Government.

On-going consultation with school leaders, governors, school improvement officers, neighbouring authorities and the Welsh Government will be required in developing the regional 2014/15 business plan.

**10. Chief Finance Officer Statement**

The cost of the regional service has been agreed through the service level agreement. Additional costs will be negotiated once the business plan has identified further services to be transferred to GwE within the context of the national model.

**11. What risks are there and is there anything we can do to reduce them?**

To reduce any risks to school support and challenge in Denbighshire schools, Education Officers within the Authority monitor and assess the quality of the Regional Education Service (GwE).

**12. Power to make the Decision**

Articles 6.1 and 6.3.4(b) of the Council's Constitution

**Contact Officer:**  
**Head of Education**  
Tel: 01824 708009



### **National model for regional working in Wales**

#### **Section 1: The mission, values and principles of effective school improvement**

##### **The vision and the purpose**

Wales needs for its future success in the world young people who are clever, skilled, happy and healthy, and an educational system that helps to produce them. Our proposals in this agreement are designed to generate this through supporting reform to the way that local authorities, regional consortia and the Welsh Government work together to support school leaders, governors and teachers and, through this process, helping to create excellent learning, in excellent classrooms in excellent schools.

The Hill review will help to shape Wales' education reform programme and the national model for school improvement is an integral part of that. The development of the national model is a shared endeavour between schools, local authorities, regional consortia and the Welsh Government. It recognises the important role each tier has to play in improving outcomes for children and young people. The national model can create the structures and define the framework within which this partnership will function but it will require a shared commitment and moral purpose for the system as a whole to deliver the improvements in education and life chances that all children in Wales deserve.

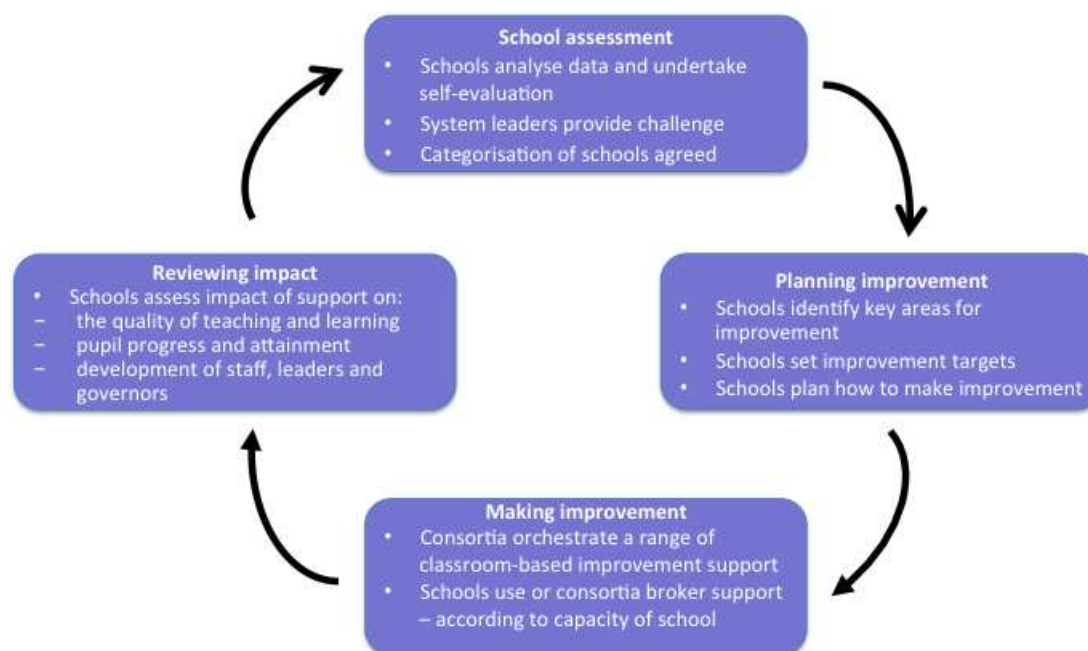
Local authorities retain the statutory responsibility for schools and school improvement. The national model is based on a vision of regional school improvement consortia working on behalf of local authorities to lead, orchestrate and co-ordinate the improvement in the performance of schools and education of young people. The prime mission and purpose of regional consortia is to help those who educate our children and young people. So, in future, their non-negotiable job will be to support schools and local authorities in their efforts to:

- improve learner outcomes for all young people;
- ensure the delivery of high quality teaching and learning; and
- support and empower school leaders to better lead their schools.

##### **Model and key principles of school improvement**

Schools are at the heart of this new national model. It is the job of governors, school leaders, teachers and other staff to set high expectations of pupils, constantly seek to improve the quality of teaching and learning, raise standards, share good practice and learn from one another through genuine partnerships and school-to-school support arrangements. Figure 1 describes an annual cycle of school improvement, which we believe should be adopted by all schools. It is a model that many schools will recognise and already follow.

**Figure 1: Annual cycle of school improvement**



## **1. Step1: School assessment**

Schools need to know themselves and to evaluate their strengths and weaknesses. Assessment is a constant process for both teachers and school leaders based upon self-evaluation and school categorisation.

### **School self-evaluation**

Once a year the annual self-evaluation, involving all departments and aspects of a school's life, should provide a systematic trigger for a school auditing how it is performing for all its learners. We need to ensure that schools have the capacity to do this and that clear systems of core, simple and powerful data are available to support this process including benchmarking data so that schools can compare themselves against both the best schools and those within their family of schools. The more that schools can 'own' this process, with help as necessary, the better it will work, and the more 'inspection ready' every school can be. Challenge advisers within consortia will, as their name implies, provide challenge and assure the integrity of the process – particularly for those schools who need support or that have serious weaknesses.

### **National school categorisation**

Each consortium has developed its own system for categorising schools. However, as part of the work on the national model, each consortium has agreed to work towards and implement a national system for categorising the schools which will be in place from 1<sup>st</sup> April 2014. This national approach will support the school in its self-evaluation assessment.

## **Step 2: Planning improvement**

Schools should use their self-evaluation and the strengths and weaknesses it reveals, to work out what to change in what they do. These ideas will often naturally come from schools and teachers themselves, but the process can be facilitated by making available 'good practice' from other schools. Schools, which are struggling, will receive the support they need to do this from challenge advisers.

Schools should set targets by which they can measure their improvement. The targets should cover both improvement in process – for example, the quality of teaching and learning, marking of books or feedback – and outcomes in terms of improvements in attainment and progress. The job of challenge advisers will be to challenge headteachers and governors to set aspirational targets that ensure high levels of motivation and significantly improved pupil attainment.

### **Step 3: Making improvement**

Enabling and supporting schools to access, share and use a range of proven and new classroom-based approaches should be at the heart of securing the improvements that schools need to make. This will include development programmes that align training for teachers with them working in groups to observe and coach each other on implementing improved practice, and the deployment of Lead Practitioners. Every school also has within itself good practice that can be used as the basis for 'within school' transfer and school-to-school improvement activity. More schools will be in federations and still more in clusters. Executive headship will grow to maximise the value and potential of our best school leaders. Local authorities may also see benefits of such changes in organisational and governance terms as part of school improvement.

Consortia will facilitate and orchestrate this collaboration. There will also be programmes at consortia level that will draw on the expertise of the best practitioners and schools in the region. There will be help from the private sector the voluntary sector and indeed local communities that can be matched with the needs of schools and their teachers. The higher and further education sectors will also possess many individuals and courses that can help teacher and school development. Whatever the source of the help, it is essential that is tailored to the social, linguistic, cultural and social context of every school.

Schools that have the capacity to do so should be encouraged and empowered to lead their own improvement and deploy their own resources accordingly. For those schools that are struggling or underperforming it would be the job of the consortia to help match and broker the support needed to the support available.

School leadership at all levels should be nurtured and developed through training programmes, coaching, assigning mentors and providing opportunities for emerging leaders to be seconded to other schools.

### **Step 4: Reviewing impact**

Schools, teachers and consortia should consider the effects of their actions on the achievements of all their children, and then decide what changes to make in their plans and their future actions. Consortia will broadly follow a similar philosophy in terms of the planning and review cycle as advocated for schools within Figure 1 above. The annual cycle of school, departmental, individual, local authority and consortium level plans that align all parts of the system together.

## **The role of regional consortia in implementing this model**

The delivery of consortia services should be based on co-construction with schools with a move to common/shared data systems and underpinned by excellence of expertise in analysing and challenging schools' improvement needs. The delivery of consortia services should not be based on employing large numbers of full time staff – rather a core staff should draw on the skills of the best headteachers in their regions along with other school improvement experts and should use budgets flexibly to commission the support schools require.

Relationships and lines of accountability between local authorities and regional consortia should be clear so that everyone in the education system understands who is responsible for what.

The implementation of this model will change over time. As schools and teachers develop over the next two to three years, and as they gain knowledge and confidence, they will expect more independence, autonomy and space to make their own decisions. The measure of success for regional consortia will be that they cease to exist in their present form over time because their job is done.

## **Section 2: The scope of regional consortia**

### **The scope of consortia services**

It is important that there is clarity about the scope of the functions and services that regional consortia will provide and what schools and local authorities can expect of them. Regional consortia services will include:

- school improvement – which is defined as intervention, challenge and support strategies delivered by regional consortia that improve the teaching and learning in classrooms and lead to improved pupil attainment and progress at all levels and all contexts, including closing gaps in attainment, and addressing specific needs (such as the needs of Special Educational Needs (SEN) or More Able & Talented (MAT) Learners );
- data collation, analysis and application – which is defined as collating from local authorities and schools the data on school and pupil performance and progress across each region (based on the core data sets established by the Welsh Government and Fischer Family Trust projections), using that data to benchmark and challenge school performance and, with schools, set challenging targets for improvements;
- supporting the development of school leadership at all levels – which includes developing opportunities for emerging and senior leaders to develop their experience and expertise by having assignment and secondments in other schools, in addition to commissioning, and co-ordinating the provision of training and development programmes;
- supporting and promoting the development of school improvement linked to learner well being, including issues such as behaviour and attendance;
- ensuring that the delivery of the national Literacy and Numeracy frameworks is effective across all schools and co-ordinate and quality assure the provision of training and development to achieve this;
- providing challenge to the performance and delivery of Foundation Phase settings and assess the need for and then commission, co-ordinate and quality assure provision of training and development support;
- aligning national and local 14-19 strategies across the wider consortium area to help raise standards in the core subjects of English and mathematics, ensure high quality courses offer relevant training for pupils and contribute effectively to regeneration strategies;
- working with local authorities to ensure that their plans for developing and implementing strategies for 21<sup>st</sup> Century schools go hand-in-hand with plans for school improvement;
- enabling the aims of the Welsh Government's Welsh-medium Education Strategy (WMES) to be delivered by ensuring the alignment of the Welsh in Education Strategic Plans(WESP) and the Welsh in Education Grant (WEG) across each of the local authorities within the regional consortia, so that there is consistency in the development of excellence in pedagogy not only across both the Welsh-

medium and bilingual sectors, but also in the delivery of Welsh as a second language;

- commissioning, coordinate and quality assure delivery of high quality governor training and advice services including the requirements for mandatory training for governors; and
- providing specialist human resources advice to support headteachers and governing bodies in dealing with performance management and capability issues.

All children are important. Schools and colleges have a duty to deliver appropriate curriculum and personal support for pupils with additional learning and special educational needs. As part of their school improvement function consortia will, therefore, help schools to deliver high quality education to these groups of pupils, drawing on the expertise of the best special schools, and good practice and systems adopted by the best mainstream

. Consortia procedures protocols and business plans should demonstrate that they are giving full attention to children who have SEN and data systems should be designed to demonstrate the progress they make. They may also need to draw on expert support from local authorities where that is appropriate.

The delivery of specialist services, the statementing of pupils and the legal procedures that safeguard the welfare and rights of children with special needs remain the responsibility of the LA and Consortia should ensure that their services and LA services for pupils with SEN are closely aligned.

Local authorities will also continue to be responsible for delivering – either by employing their own staff or by working in partnership with another local authority – the organisation of schools and school places, special educational and additional learning needs, school transport, school meals, safeguarding services, education welfare, behaviour and attendance and employees’ pay and conditions of service. In some cases local authorities in a region may choose to commission these functions from their consortium and such arrangements could strengthen the consortia’s prime responsibility to deliver school improvement. But it is implicit in the national model that school improvement must be at the forefront of regional consortia’s efforts and activity.

The sections that follow explain in more detail how regional consortia and local authorities will discharge their respective functions and work together to develop an integrated system that supports schools and avoids duplication.

### **Section 3: Delivery of respective regional consortia and local authority functions**

#### **The responsibilities of regional consortia**

In relation to school improvement regional consortia will **provide challenge** through:

- monitoring the work and performance of schools, using all-Wales standardised data sets, Fischer Family Trust projections and in-school and in-year data on pupil progress and the quality of classroom teaching and learning, to categorise a school's performance and development needs in accordance with the nationally agreed categorisation model;
- examining with school leaders and chairs of governors performance and provision at **whole-school level and for different subjects, year groups and sub-categories of pupils**, in order to compare the progress of individual and or groups of pupils with progress made in other comparable schools and to identify areas of underperformance and achievement gaps;
- confirming with headteachers and chairs of governors the priority areas for improvement and the strategies to be deployed to secure improvement;
- agreeing stretching targets that will raise expectations, set the standard for improving the quality of teaching and learning and provide the success criteria by which pupil attainment and progress will be judged. Where agreement cannot be reached [in respect of schools that are in an Estyn category or monitoring] the consortium will advise the local authority so that in accordance with current legislation the local authority can determine the appropriate targets;
- assessing for schools that are in special measures, require significant improvement, are subject to Estyn or local authority monitoring or otherwise identified through the categorisation process as causing serious concern, whether governors and school leadership teams have the capacity and will to lead school improvement – and making appropriate recommendations as necessary; and
- advising of those situations where statutory intervention is required and the form(s) that intervention might take – whether federation with another school, the deployment of an executive headteacher, the establishment of an interim executive board or another appropriate measure.

These functions will be applied proportionally – that is to say those schools most in need of support will be monitored most closely. Conversely where schools are performing strongly monitoring will be light-touch in nature. These functions, rather than the delivery of school improvement programmes and initiatives, will be the main focus of challenge advisers' activity.

Challenge advisers may be employed full-time by a consortium or be bought in on a part-time basis. Challenge advisers will have the following attributes:

- experience of leading in a successful school<sup>1</sup>;

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<sup>1</sup> This could include being a member of a senior leadership team.

- expertise in analysing and using school improvement data;
- an understanding and experience of how to implement school improvement; and
- strong interpersonal skills.

This will represent a significant shift in the roles and skills needed. Challenge advisers should be credible in their challenge role and command respect from schools. Welsh Government will provide national training for those undertaking the role of challenge advisers as a matter of urgency. Consortia will, therefore, need to facilitate this training and also secondments to help make the transition to this new role wherever possible. Consortia will have the responsibility of identifying staff to participate in training, and will need to ensure strong performance management of those undertaking the role of challenge advisors. Consortia executive boards and the managing directors will need to urgently assess the capability of their staff to meet the new requirements and discussion with unions that represent them so that headteachers and school leaders are challenged and supported by high quality advisers.

Regional consortia will share monitoring information with local authorities on a termly basis and more frequently in relation to schools that are in special measures, require significant improvement, are subject to Estyn or local authority monitoring or are otherwise identified through the categorisation process as causing serious concern (see below).

Regional consortia will also **co-ordinate, broker and provide improvement support** for schools. These activities will be co-constructed with headteachers and teachers. The brokerage and improvement support will be differentiated in relation to a school's capacity to improve and commission/broker its own improvement support. Where a school is assessed as performing well or having the capacity to secure its own improvement it will be free to use its budgets to draw down and use the services as appropriate to its circumstances and improvement needs. Where, however, a school has low attainment and poor pupil progress – and/or lacks the capacity to promote improvement in general or in a specific area – the consortium will arrange the necessary improvement support on behalf of the school in consultation with the headteacher and governing body and, where charged-for services are deployed, charge the school accordingly. The objective will be to build up the capacity of all schools to take responsibility for organising their own improvement.

Consortium's brokerage and improvement activities will include:

- facilitating the use and interpretation of data as part of this process to support forensic school self-evaluation and identify gaps in attainment;
- publishing anonymised benchmarking data on the performance and progress of comparable groups of pupils in different subjects and phases to encourage and enable schools to learn from each other;
- supporting school leaders to broker appropriate support from other schools, consortia-commissioned programmes and other sources, where a school has the capacity lead its own improvement;
- overseeing the implementation of a support programme, including the deployment of headteachers of Lead Practitioner schools and other headteachers



capable of acting as executive heads, in those schools that are in special measures, require significant improvement, are subject to Estyn or local authority monitoring or otherwise identified through the categorisation process as causing serious concern;

- commissioning and quality assuring a range of predominantly classroom-based training and development programmes to support improvements in teaching and learning and subject knowledge;
- working with headteachers and other leaders through joint lesson observations to develop a consistent understanding on what constitutes excellent teaching and learning;
- identifying excellent departments and lead practitioners using nationally agreed criteria who can be deployed to support other schools for part of their working week;
- providing mentoring support for headteachers and school leadership teams that need support in leading improvement<sup>2</sup>;
- encouraging, incentivising and steering schools to work on school improvement together through local clusters of schools;
- providing access to evidence of 'what works' in terms of closing gaps in attainment and support schools to implement and assess the impact of targeted intervention strategies;
- supporting the formation and development of federations and interim executive boards where this is agreed as a way to effect school improvement;
- facilitating the development and work of Professional Learning Communities, lesson study and other means for teachers to work together within and across schools to review and improve their pedagogical practice;
- working with university education departments to provide access to knowledge about teaching and learning and to support research projects based in schools; and
- co-ordinating support and training for teaching assistants and newly qualified teachers.

In relation to supporting the **development of school leadership** regional consortia will, in partnership with leading headteachers:

- commission from schools, universities and other specialist providers development and training programmes for middle leaders to better equip them to analyse and use data, assess the quality of classroom learning and coach other colleagues – reflecting the work of the National Leadership Development Board as it develops;
- support succession planning by working with local authorities to aggregate data on projected turnover and retirements of senior school leaders;

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<sup>2</sup> This support should come from a serving headteacher (and the wider leadership team) of a strongly performing school – for example, a Lead Practitioner school

- commission from schools, universities and other specialist providers development and training programmes for emerging senior leaders – reflecting the requirements and work of the National Leadership Development Board as it develops;
- commission programmes that will empower and enable effective heads to support other schools through leading a Lead Practitioner School, acting as an executive headteacher, leading a federation or working for part of the week as a system leader;
- encourage and co-ordinate opportunities for emerging leaders to have access to leadership secondments in other schools; and
- ensure that every new headteacher in their first year of headship shall have access to an effective headteacher mentor.

Through the challenge process regional consortia will assess the general and specific needs of schools in each local authority area with regard to the specific **literacy and numeracy** training and development they require. In consultation with headteachers and the Welsh Government's contractor for literacy and numeracy training, consortia will commission and facilitate the delivery of a strategy that will deliver the range of support required at classroom level.

**Early Years Foundation Phase** support will involve providing challenge to leaders of Foundation Phase settings and liaising with headteachers and other providers to audit training needs and commission and quality assure an appropriate range of programmes.

The consortia will co-ordinate and quality assure the delivery of the aims of the **Welsh-medium Education Strategy** by ensuring the alignment of the Welsh in Education Strategic Plans (WESP) and the Welsh in Education Grant (WEG) across each of the local authorities within the regional consortia, so that there is consistency in the development of excellence in pedagogy, and the meeting of agreed targets, not only across both the Welsh-medium and bilingual sectors, but also in the delivery of Welsh as a second language.

**Co-ordination of the regional dimension of the ICT Strategy** will include school ICT self-evaluation, leadership and planning of ICT for learning; safeguarding, emerging technologies, virtual learning environments, learning technology and the national literacy and numeracy framework, running networks for heads of departments and ICT co-ordinators, support for pedagogy and curriculum development (with reference to the Learning and Digital World Strategy).

Strategic overview of the regional **14-19 offer**, including allocation of resources to programmes in line with Welsh Government priorities, will include:

- support for planning the use of grants;
- ensuring school and provider provision is in line to deliver the expected impact inherent in these grants;

- working with local authorities to provide a strategic overview to challenge and support all providers, including FE Colleges and private training providers, to ensure equality of access to the development opportunities;
- administering the relevant grants and co-ordinating and supporting bids for emerging grant opportunities.

Regional consortia will commission and quality assure delivery of **governor support services** and training for governors including the mandatory training programmes required for new governors, training for chairs of governors and, in respect of understanding and applying data effectively for all governors. Consortia will also encourage and facilitate governor networks, enable governors to observe each other's meetings and deploy able chairs of governors to mentor other governing bodies that are struggling to undertake their role effectively. Consortia will jointly develop, in consultation with local authorities, governors and headteachers a performance data template for headteachers to use to report to governors on a termly or half termly basis a school's in-year performance on:

- pupil attendance;
- pupil exclusions;
- staff sickness absence;
- quality of teaching (as assessed through classroom observations); and
- progress and attainment data relative to targets.

Consortia will also identify a pool of able candidates that are willing to serve on governing bodies where there is weak governance.

In exercising these roles account will need to be taken of funding for governor support being delegated to schools in some authorities.

**Specialist human resource advice** for schools would typically include training for headteachers and chairs of governors on performance management and advice on managing those occasions when a teacher's performance is such that the capability procedures have to be invoked or a teacher's absence or sickness record is such that it requires serious action to be considered. Welsh Government recognises that consortia may need to move to this model in stages during their first year of operation where currently the specialist resources to deliver this requirement do not exist.

Regional consortia and local authorities will not duplicate the work of each other.

Regional consortia will consider urgently recommendations on statutory school interventions from local authorities and unless there are exceptional circumstances, local authorities will implement them.

### **The responsibilities of local authorities**

Local authorities will retain statutory accountability for school performance together with the responsibility for the exercise of statutory powers of intervention and organisation of schools.

Local authorities will designate a lead officer ('an intelligent client') to act as the main point of contact with the regional consortium, in accordance with the arrangement described below.

Local authorities and regional consortia will have open discussions together about their plans which should be clear about the respective roles, functions and intended actions of each. These processes will remove any risk of regional consortia or authorities duplicating effort. In particular local authorities should share with regional consortia information on their proposals and decisions in relation to:

- the overall vision and social and economic development priorities for their area, having particular regard to issues that are likely to affect schools;
- school organisation, including plans for federations, amalgamations, closures and delivery of their 21<sup>st</sup> century school strategies;
- supporting the delivery of those having special educational and additional learning needs;
- the organisation of behaviour support and education welfare services;
- their youth engagement strategy;
- safeguarding arrangements for children and young people; and
- arrangements to promote effective procurement and the development of business support services within schools.

Local authorities will provide regional consortia with access to relevant data systems, including anonymised data sets on pupil performance where this is held at local authority level, and other information to facilitate their work.

Local authorities will not duplicate the work or activity of regional consortia.

The development of secure local authority and consortia relationships will mean that both parties will consider urgently and jointly recommendations on statutory school interventions from any source and, unless there are exceptional circumstances, agree to implement them. Local authorities and consortia will follow the jointly agreed 'escalation' protocol that is currently being developed.

Local authorities will consider the progress of schools within their area through their member-level scrutiny arrangements, having regard to the procedures described below.

## **Section 4: Governance and accountability**

### **Joint committees**

The work of regional consortia will be overseen by a joint committee<sup>3</sup> of the constituent local authorities or an arm's length company, depending upon the form which best suits a region's requirements in order to carry out the functions and to deliver the outcomes set out within this report. The form is less important than the capacity and drive to deliver improved outcomes and the ability to have the consortia functioning in the way agreed by 1st April 2014. The joint committee will have responsibility for approving the consortia budget (including remuneration), business planning and performance management of the consortia

The membership of a joint committee or a board will comprise the leader of each constituent local authority (or as outlined below this function may be fulfilled by a nominated deputy of the leader)<sup>4</sup>. They will be supported by the lead chief executive. The membership of the company board, where the arm's length company option is adopted, should reflect these arrangements.

For the remainder of this section, the focus will be on joint committee governance, given the expectation that three of the four regional consortia are likely to follow this model. The expectation is that if the arm's length company model is adopted/retained, then the principles articulated below will apply equally to a company structure in as far as they are able too.

The joint committee will normally meet no more than once a school term to oversee the work of the consortium. The autumn meeting will focus on considering and agreeing the draft business plan and the accompanying budget. The business plan will also include a report from the consortium's managing director on the consortium's outcomes (based on the factors as outlined at page 14). The spring and summer meetings will focus on scrutinising progress with delivery of the plan. These meetings may also pick out particular themes or aspect of the consortium's work – such as closing gaps in attainment or leadership development – for more detailed scrutiny. The managing director of the board and a lead chief executive shall, after consultation with the chair of the committee, agree the agenda and papers to be prepared for each joint meeting.

Meetings of joint committees will be open to the public.

### **The executive board**

Joint committees (and arm's length company boards) will delegate the operational oversight of the consortium to an executive board whose role will be to oversee, support and challenge the work of the consortium<sup>5</sup>. The membership of the executive board appointed by joint committees will comprise:

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<sup>3</sup> Sections 101 and 102 of the LGA 1972 (and in the case of Executive Functions sections 19 and 20 of the LGA 2000 and relevant Regulations made under these sections) enable the work of authorities to be discharged through a variety of internal arrangements, and, in this context, external arrangements involving, and working with, other authorities. In particular these powers include the ability of two or more authorities to discharge any of their functions jointly, and where this occurs, to do so via a joint committee, and/ or by their officers.

<sup>4</sup> Where a leader is unable to attend he or she would nominate a named deputy.

<sup>5</sup> The legal provisions referred in footnote 4 above also provide for joint committees to delegate their functions in whole or in part to sub committees. The executive board would be

- one representative of the joint committee who will also act as the champion of the consortium in the region;
- a nominee of Welsh government;
- a lead director of education; and
- no more than [five] individuals who will be appointed, with the approval of the joint committee, for their expertise in school improvement drawn from an approved pool of individuals assembled by the WLGA and Welsh Government. Those nominated shall include at least one serving headteacher drawn from a school within the consortium area.

The executive board will have delegated responsibility for the implementation of:

- strategy – executive board members will constructively challenge and contribute to the development of strategy to enact the organisation achieving its goals;
- business planning – executive board members will consider and recommend an annual business plan to the joint committee;
- budget – executive board members will ensure that the business plan agreed is in line with the budget;
- performance – executive board members will scrutinise the performance of management in meeting assigned goals and objectives and monitor the reporting of performance;
- risk – executive board members will satisfy themselves that financial information is accurate and that the financial controls and systems of risk management are robust;
- people – executive board members will recommend to the joint committee appropriate levels of remuneration for the managing director and top team and have the prime role in appointing/removing the managing director.

The chair of the executive board shall come from one of the nominees nominated for their expertise in school improvement. The role of the chair will be to:

- set the agenda for the executive board in conjunction with the managing director and ensure that the board operates effectively;
- ensure the provision of accurate, timely and clear information for other executive board members;
- ensure that the executive board operates effectively in all aspects of its role;
- ensure the provision of accurate, timely and clear information for other executive board members;

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constituted as a sub committee of the joint committee where authorities chose to operate through this option. Where they chose to operate through an arm's length company the executive board would be constituted as a subcommittee of the main board.

- support effective communication with constituent local authorities and Welsh Government; and
- facilitate effective contributions from all executive board members and ensure appropriate relationships between executive board members and between executive board members and officers.

The managing director and chair of the executive board shall attend meetings of the joint committee/company board.

An illustration of the governance model can be found in Annex A.

### **The overall consortium business plan**

Each regional consortium will produce an annual business plan, using a standard template that will set out:

- a summary of the consortium's strategic objectives;
- a report summarising the performance of the schools in the consortium over the previous 12 months and an analysis of the main areas of strength and weakness within the consortium;
- the priorities for improvement – both in terms of particular schools and cross-cutting issues;
- the work programmes to be undertaken over the following 12 months, supported by budget costings; and
- the measurable improvement in school performance to be achieved over the 12 months.

The draft business plan will be submitted to the joint committee which will approve it. The managing director will report to the joint committee the outcome of discussions on the draft plan with individual local authorities and schools, which will take place as set out below. The business plan as agreed by the joint committee will be submitted to the Welsh Government for confirmation by the Minister for Education and Skills by February of each year.

The process of submitting and signing off a business plan should be completed by the end of March of each year.

### **A business plan for each local authority**

Alongside the overarching business plan regional consortia will produce draft annexes for each respective local authority within the consortium. The draft annexes will explain what the overarching business plan means in terms of schools, school improvement priorities, school improvement services and school improvement targets for each constituent authority.

Each local authority will provide for their consortium a statement of any changes they propose to make over the coming 12 months in school organisation and their planned arrangements for delivering services for special educational and additional learning

needs, behaviour support and education welfare and wider children services that could relate to schools.

The annex and the statement will be discussed individually with each authority through a meeting with the lead officer/intelligent client and the elected member with responsibility for children's and education services.

The business plan annex will need to dovetail with other local authority corporate plans and the Single Plan.

Any local authority concerns or requests in relation to the content of the draft business plan that cannot be agreed between the managing director and a constituent authority will be reported to the joint committee as part of their consideration of the draft plan.

The business plan annex for each local authority will, once it is agreed, form a Service Level Agreement, between the consortium and the local authority.

### **Scrutiny and liaison between local authorities and regional consortia**

Regional consortia will nominate a senior system leader/member of staff to liaise with the each authority's lead officer/intelligent client. It shall be for the respective officers to agree on the scope and frequency of their meetings, with contact being more intensive the greater the number of schools in the authority that come into one of the categories of concern. A note of meetings, recording issues discussed and decisions agreed, will be made.

In addition to the meeting in the autumn term to discuss the draft consortium business plan as it relates to their area, the authority's scrutiny committee for children's and education services will meet at least once a year to consider performance and progress in their schools. Senior employees of the regional consortia will attend these meetings and answer questions.

Local authorities undertake to be reasonable in their expectation of consortia staff and resources and ensure that senior leaders are not required to spend a disproportionate amount of their time on reporting and scrutiny work.

### **Accountability and relations with Welsh Government**

The Welsh Government, through the Minister for Education and Skills, will be responsible for approving annual consortia business plans.

The managing director of each consortium will meet jointly with lead officials of the Welsh government on a half-termly basis in the spirit of co-construction, to

- review progress against consortia business plans;
- exchange information on consortia working;
- identify factors that are enabling or holding back progress on school improvement; and



- liaise on the implementation of government programmes and initiatives such as the literacy and numeracy programme or the work of the School Leadership board.

### **Stocktakes**

The current round of stocktakes will be replaced by challenge and review sessions. The initial intelligence gathering process will include drawing together the performance data, Welsh Government and Estyn intelligence on each region. These findings will then inform a discussion with all four Managing Directors building on the region's self-knowledge and the expertise available regionally. This will then lead to a challenge and review event with each consortium, the scope and regularity of which will vary according to need and risk but as a minimum will be twice a year.

Furthermore, once a year the Minister for Education and Skills will chair a challenge and review session for each consortium to review progress on school improvement in each region. The annual report of the consortium's Managing Director will form part of this process. The consortium will be represented by the chair of the executive board, the managing director and the joint committee.

Priorities and action agreed as a result of these challenge and review sessions will be actioned by consortia and local authorities as appropriate and be reflected in the business plan for the next 12 months.

The Minister for Education and Skills reserves the right to make alternative arrangements for school improvement and consortium functions, in consultation with the Joint Committee, where a consortium clearly lacks the capacity or will to deliver its functions.

### **Relations with schools**

Each consortium will establish two panels to consult respectively with school leaders and school governors. The purpose of the panels will be to discuss plans and proposals for developing school improvement and to receive feedback on the quality of service received in respect of both consortia's' challenge and support functions.

The panel shall include representatives of primary, secondary and special schools.

These user panels will meet at least termly and the meeting in the autumn term will consider the draft business plan for the coming year. Significant concerns from school leaders and governors regarding the content of the draft business plan will be reported to the joint committee as part of their consideration of the draft plan.

Consortia should also make arrangements for collecting systematic feedback from participants on their programmes and this information should be collated and presented to the user panels.

### **Estyn inspection**

Estyn has agreed with the Minister for Education and Skills that it will undertake a remit on the progress being made by consortia. This remit will begin in late summer 2014 and be published in spring 2015.

The inspection of consortia will begin in late autumn 2015 through to autumn 2016. Estyn will focus primarily on the impact of consortia upon the standards that learners

achieve, the quality of service provided to schools and on the quality of leadership and management of consortia.

Estyn has an Advisory Forum on the inspection of regional consortia with which it consults representatives from SOLACE, ADEW, four consortia, DfES and Wales Audit Office (WAO) about the development of its inspection framework.

Estyn is working jointly with WAO about their role in the inspection of consortia as part of Estyn's inspection team.

By the end of November 2013, Estyn will have carried out an inspection of local authority education services for children and young people in all 22 local authorities. Between 2013 through to 2016, Estyn will continue follow up activity through the monitoring of authorities in the category of Estyn monitoring, in need of significant improvement or special measures. However Estyn reserves the right to re-inspect any authority that causes significant concern. Estyn will take particular account of how effectively a local authority uses its regional consortia to address school performance issues in the authority's schools.

Estyn's framework for the inspection of local authority education services from 2016 through to 2022 will need to take account of the outcomes of the Williams Commission on Public Service Governance and Delivery, as well as the future development of regional consortia and the statutory functions of local authorities not being delivered through consortia or other collaborative arrangements.

## **Section 5: The organisation and operation of consortia**

### **The central organisation of the consortium**

Consortia may decide, because of the geographical size of the region or the need to reflect cultural and language differences, to organise delivery of their services through hubs. That will be a matter for executive boards to determine. However, all consortia should ensure that they retain sufficient expertise at the centre in order to manage the following functions on a cross-consortium basis:

- data collation, analysis and application – which is defined as collating from local authorities and schools the data on school and pupil performance and progress across each region (based on the core data sets established by the Welsh Government and Fischer Family Trust projections);
- planning and coordination of the improvement service, quality assurance of the challenge function and performance management of its effectiveness in delivering improved outcomes;
- strategic leadership of key strands of work such as leadership development, literacy and numeracy and Welsh medium;
- business planning including management of financial resources, risk assessment, human resource management of consortia staff and commissioning of services;
- commissioning, coordinating and quality assuring delivery of high quality governor training and advice services including the national requirements for mandatory governor training; and
- specialist human resources advice to support headteachers and governing bodies in dealing with performance management and capability issues.

### **The role of the managing director**

The key roles of the managing director will include:

1. Strategic relationship management and collaborative leadership – the managing director will need to navigate the development of increased autonomy for schools alongside reporting to and working with constituent local authorities (which retain statutory responsibilities for education and school improvement), liaising with the Welsh Government and reporting to an executive board. The complexity of the arrangements will mean that the managing director will need to be able to build strong personal relationships while staying focused on delivering the highest standards and performance for the region.
2. Ability to analyse data rapidly, read situations, understand and interpret different local and political contexts and communicate well. In addition, the managing director must guide and lead innovation, seek and take advantage of opportunities and take calculated risks in order to strive for continuous improvement.
3. Leadership of school improvement services – the managing director will provide the strategic leadership and delivery of a sharp and well-defined model of diagnosis and support for schools. This includes, but is not limited to, leading a

high performing team to work alongside school leaders, teachers and others engaged in education service delivery in the rigorous challenge and support for improvement activity based on strong analysis of data and evidence. The impact of this work can be seen by the sharp and sustained improvement in outcomes and in the range of appropriate services included within the consortia.

4. Development of system wide school-to-school capacity building measures – we believe that in the long-term the capacity for system-wide improvement rests within and across schools. The managing director must be capable of galvanizing and leading outstanding heads, middle leaders and teachers and, more broadly, to design a system of school led capacity building and improvement.
5. Development of and engagement with an improvement service which is flexible and meets the needs of its stakeholders – in line with the changing demands and needs of schools and local authorities, the managing director will lead the development of a flexible approach to procuring school improvement services. The role will require a commercial sensitivity and an ability to construct a mixed economy of high quality expertise on which schools will be able to draw.
6. Leadership and management of a lean and dynamic central organisation – the managing director will provide visible and inspiring strategic leadership and management of the consortium. This will require recognition of the history and achievements of the organisation to date, whilst reviewing the staffing and delivery model to ensure it is as efficient and effective as possible and compliant with Welsh Government and Estyn expectations. Critical to this is sound and effective people management skills providing high quality professional development for staff as well as effective brand management, communication management of resources and building relationships with stakeholders. In addition, the managing director must guide and lead innovation, seek and take advantage of opportunities and take calculated risks in order to strive for continuous improvement.
7. The Managing Director shall produce an annual report of performance in the following year's business plan.

The skills and experience needed to be a managing director will, therefore, be of a senior strategic leader, with a strong track record of making an impact in leading a school improvement organisation that has significantly improved educational outcomes. He or she will be ambitious for schools to improve, capable of providing and managing challenge and willing and able to lead and steer a coalition of school leaders, staff and local authorities through school improvement.

The salary and conditions will be set by the joint committee and the line management and accountability will be to the chair of the executive board.

Where managing directors are appointed (including those about to be appointed) regions will enable a representative of the Welsh Government to observe the appointment process and the opportunity to comment on the proposed appointment. Where the Welsh Government does not support the proposed appointment, no appointment offer shall be made until the chair of the joint committee) has met with the Minister for Education and Skills to discuss the matter.

Where a managing director is already in post, the chair of the executive board shall advise the joint committee on the fitness of the post holder for the post, as described

above, and the joint committee will notify the Minister for Education and Skills accordingly.

## **Funding and finance**

Regional consortia will obtain their funding from three sources:

1. It has been agreed that the school improvement element within the RSG will be identified separately and ring fenced. Local authorities have given a commitment<sup>6</sup> to protect this funding and transfer it directly to the consortia. Local authorities have signed up to this agreement formally and this agreement has the same status as other agreements such as the Simpson Compact and the delegation rates targets of 80 per cent and 85 per cent. The quantum identified will be based on the methodology and funding identified in the papers submitted to the Distribution Sub Group and Finance Sub Group (see Annex B). For 2014/15 this sum amounts to a minimum of £18.6 million core funding for the four regional consortia in Wales.

From 1st April 2014 the transferred funding will be lodged with the lead financial authority on behalf of the consortium and made available in full to the consortium. Further financial resources would be added if further functions were transferred into the consortium.

For future years lead financial officers from each consortium will each December calculate the figures in line with the agreement between the WLGA and the Welsh Government. The level of funding that is proposed to be transferred to consortia will also be subject to consultation with Welsh Government.

2. Dedicated funding for schools and school improvement routed through consortia by the Welsh Government. The major Welsh Government grants and associated Local Authority match-funding will be passported via the lead authority to the consortium, apart from those elements that are delegated directly to schools. Centrally retained elements of the major grants issued on a regional basis will be passported in full and retained by the consortium.

All funding intended to be delegated to schools must be delegated to schools. Where schools require additional guidance and support in spending the funding efficiently, consortia will provide that guidance and support.

3. Funding generated by consortia as a result of charging for some of the programmes and interventions that they commission – i.e. some services may be traded and charged to schools. There should be clarity about traded services and a forecast over three years of how this will be developed as more schools manage their own budgets.

The consortia will identify the full financial quantum to be utilized in the delivery of their services. The total funding, apart from those elements which are delegated to schools, will be made available to consortia. The consortia will be expected to demonstrate openness and clarity in the use of all elements of funding, using the business plans as a vehicle for agreeing the full budget breakdown and the

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<sup>6</sup> This commitment refers to the national agreement reached between the WLGA, the 22 leaders of local authorities and the Minister for Education and Skills.

Managing Director's annual report to clearly and transparently report on how funding was spent<sup>7</sup>.

### **Timescales**

The aim in order to begin to deliver improved outcomes is to transition through the next few months to the Consortia arrangements set out in this report by 1st April 2014.

However we recognise that some of the school improvement services contained in this model will not be able to be delivered by 1 April 2014 due to timing and/or legal constraints. Therefore, as part of the business plan and to provide an element of flexibility, consortia will need to clearly show what will be delivered by April 2014 and what by April 2015, along with a clear rationale as to why.

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<sup>7</sup> Consortia will be expected to provide a full breakdown of funding as part of the business plan and updates for scrutiny by the Executive Board, the Joint Committee and in the six-monthly meetings with the Minister for Education and Skills.

**Report To:** Cabinet

**Date of Meeting:** 18<sup>th</sup> February 2014

**Lead Member / Officer:** Cllr Hugh Evans / Cllr Huw Jones

**Report Author:** Tom Booty, Economic & Business Development Manager  
Jamie Groves, Head of Communication, Marketing & Leisure

**Title:** Renewal of Coastal Facilities in Rhyl & Prestatyn

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**1. What is the report about?**

In January 2013, Cabinet agreed to explore options for the future of the coastal leisure and tourism facilities in Rhyl & Prestatyn. Over the last 12 months, officers have worked with the Council's Leisure Framework provider to understand the current and potential future offer for the facilities and have undertaken a soft market testing exercise. This report sets out the recommended approach to secure the development of a new Aquatic Centre in Rhyl and redevelopment of the Nova in Prestatyn.

**2. What is the reason for making this report?**

The report is necessary to enable Cabinet to make decisions to progress the Coastal Facilities projects to the next stage.

**3. What are the Recommendations?**

1. Aquatic Centre, Rhyl: To adopt a 'preferred developer' approach to the delivery of improved tourism and leisure facilities in Rhyl, including a new Aquatic Centre and to invite expressions of interest from developers for consideration by the Council
2. To include development opportunities in all Council facilities/land/assets along Rhyl Promenade (Marine Lake to Splash Point) within the invitation for expressions of interest
3. Re-development of the Nova: In parallel, to use the Council's existing framework agreement with Alliance Leisure to produce a detailed business feasibility study and an appraisal of design and build options for the Nova.
4. Approaches to Funding: To make a commitment in principle to ring-fence operational savings generated as a result of the re-development proposals to support potential capital contributions from the Council towards delivery of the 'whole project' .
5. Funding Approach to Welsh Government: To meet with Welsh Government to explore support for a 'special' partnership approach to the coastal regeneration

These recommendations to Cabinet were considered and supported by the Coastal Facilities Project Board at its meeting on 7<sup>th</sup> January.

#### 4. Report details

A Project Board has been established to govern the overall project to renew the leisure and tourism facilities in Rhyl & Prestatyn. Its membership includes representatives from Rhyl & Prestatyn Member Area Groups together with relevant Lead Members and officers.

The Coastal Facilities Project Board met in January and reviewed the work undertaken to date by officers following the Cabinet decision in January 2013. Having considered the advice provided, the Board supported the recommendation that two separate procurement approaches be adopted for developing the Coastal Facilities. These are as follows:

1. The recommendation to follow the route of inviting Expressions of Interest to secure a preferred developer for the new Aquatic Centre and associated developments in Rhyl was agreed for the following reasons:
  - The overall Coastal Facilities project (excluding the Nova development) is beyond the financial capacity of the Council at this time and external grant and private sector funding is required.
  - However the private sector on its own is unlikely to see this as a sufficiently attractive investment opportunity, with returns on investment constrained.
  - Therefore a shared private and public partnership approach is more likely to be achievable.
  - But formal procurement is not achievable within the timescales the Council is considering and is also unlikely to achieve a cost effective solution – the ‘preferred developer’ route provides more opportunity for creativity and innovation from the private sector.

A two stage process is recommended with an overall timescale of around 2 years:

- Stage 1 will encompass an open market testing exercise with developers invited to submit proposals and those proposals then evaluated by the Council (April – September 2014)
  - Stage 2 will be a period of exclusive negotiations with the developer identified as preferred at the end of Stage 1 (from October 2014)
2. A different procurement route is recommended for the redevelopment of the Nova for the following reasons:
    - The scale of works is smaller and less complex and therefore possible for the Council to progress on its own.
    - Including the Nova within the wider market testing exercise would add unnecessary complications (both for Rhyl & Prestatyn offers) and has the potential to slow down redevelopment works.
    - Redevelopment of the Nova has the potential to secure a wholly self- financing model freeing up revenue savings for investment in the Rhyl Coastal Facilities offer. The critical affordability test will be that the operation of a ‘new Nova’ in Prestatyn can deliver a net surplus sufficient to pay for the building as well as future running costs. A feasibility study to include a latent demand analysis will inform an appraisal of design and build options for Prestatyn. This will be presented to the Strategic



Investment Group before being considered by Cabinet. It is currently estimated that the feasibility study will be completed by the beginning of April 2014 with consideration by SIG and Cabinet later that month.

The Project Board noted that Nova could be an attractive addition to the overall market testing approach but agreed that on balance the benefits of including are likely to be outweighed by the disadvantages in terms of time and complexity.

The Project Board also noted the risks involved in the preferred developer procurement approach – less/no control over specification, potentially time consuming, no guarantee of market interest – but on balance agreed that it was the appropriate approach for this project based on current circumstances.

**5. How does the decision contribute to the Corporate Priorities?**

The Coastal Facilities project is an essential component of both the Economic Ambition and Rhyl Going Forward Strategies.

**6. What will it cost and how will it affect other services?**

In principle support has been given by the Economic & Community Ambition Programme Board to support the project management costs for the Coastal Facilities Project over the next 6 months (i.e. Project management from DCC Business Planning and Performance; external expert advice; support for internal, charging services). An initial estimate of £45K has been suggested but is subject to more analysis by the Project Manager.

There is no cost to the Council at this stage for the detailed feasibility work for the Nova which is a service provided under the Framework Agreement with Alliance Leisure.

Until the feasibility study and options appraisal for Nova has been completed and the expressions of interest received from potential development partners, it is not possible to quantify full potential costs to the Council. Affordability of proposals will be a key consideration in recommending whether or not to proceed once proposals have been evaluated.

**7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision?**

Equality Impact Assessment attached Appendix 1

**8. What consultations have been carried out with Scrutiny and others?**

Extensive consultations have been carried out throughout 2013 including regular meetings with Member Groups, Cabinet and Council briefings and consultations with the Private Sector and Swimming fraternity. The views emerging from all those consultations have helped inform the recommendations.

## **9. Chief Finance Officer Statement**

The redevelopment of the coastal facilities is a major part of the Council's development strategy. The report does not ask for any significant funding. The cost of developing the project will be contained within existing budgets. Once the market testing and design works have been carried out, we will be in a better position to evaluate the costs and risks of the proposals. Any proposals will be subject to the Council's normal approval processes.

## **10. What risks are there and is there anything we can do to reduce them?**

This is a major, complex project needing to proceed in the most difficult financial times and there will be many risks that could impact on the progress and key stage decisions e.g.:

- Securing funding is not simple – it demands sequencing to use revenue and minimise disruption.
- The Nova development proposals may not deliver sufficient operating profit to secure the necessary revenue savings and pay for the capital costs.
- The Invitation for Expressions of Interest may not secure an appropriate development partner and there are further risks associated with a preferred developer procurement approach could include there being less or no control over the specification; as well as there being a protracted and time consuming period for concept development .
- Maintaining service continuity will be difficult to achieve e.g.:
  - The ultimate demolition of the Sun may close the Pavilion for a significant period.
  - The refurbishment of the Nova will demand a period of closure.

The Coastal Facilities Project Board is reviewing the risk register and project management plan on an ongoing basis and will be responsible for ensuring all proper mitigation measures are put in place. The fall-back position in the worst case scenario will be to retain the Leisure Centre aquatic offer and deliver for the time being what is affordable within the Council's own resources

## **11. Power to make the Decision**

12. Section 2 Local Government Act 2000

13. Section 111 Local Government Act 1972

Coastal Facilities Project  
18<sup>th</sup> February 2014

Equality Impact Assessment

# Rhyl Going Forward Programme

**Contact:** Tom Booty  
Economic & Business Development Manager  
**Updated:** 18<sup>th</sup> February 2014

## 1. What type of proposal / decision is being assessed?

A project proposal

## 2. What is the purpose of this proposal / decision, and what change (to staff or the community) will occur as a result of its implementation?

The Coastal Facilities Project is a major investment and development programme for the regeneration and development of the leisure facilities on the Rhyl and Prestatyn Coast - from Lake to Splash Point. The Project is a key element of the Rhyl Going Forward and Economic Ambition Strategy.

The project is currently at development/feasibility stage with the decision being sought from Cabinet focused on approval to proceed with the procurement of a private sector development partner and the business feasibility for a redevelopment of the Nova.

At this stage the project will not have any bearing on the community or staff other than for those engaged in project management support and technical advice. Consultation with the community will not be relevant until the design proposals stage has been reached

## 3. Does this proposal / decision require an equality impact assessment? If no, please explain why.

*Please note: if the proposal will have an impact on people (staff or the community) then an equality impact assessment **must** be undertaken*

Yes

## 4. Please provide a summary of the steps taken, and the information used, to carry out this assessment, including any engagement undertaken

*(Please refer to section 1 in the toolkit for guidance)*

The Coastal Project proposals have been the subject of extensive consultation with Member Area Groups and Town Councils throughout 2013, including external consultation with swimming groups about pool design options

The projects have individually arisen from a process of extensive reviews over a number of years as well as feasibility research in order to determine need. All individual projects emerging from the feasibility will have their own consultation strategy as well as being subject to Planning and Building Standards.

- 5. Will this proposal / decision have a positive impact on any of the protected characteristics (age; disability; gender-reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)?**  
*(Please refer to section 1 in the toolkit for a description of the protected characteristics)*

The projects aim to be at the heart of the regeneration of the area and address economic, social and physical decline and as such should have a positive impact on some of the protected characteristics. Projects led by Denbighshire County Council will be developed and delivered in accordance with Denbighshire's Corporate Project Management methodology; as these projects and initiatives are developed a specific Equality Impact Assessment will be undertaken at the appropriate stage and with this a more detailed assessment of the specific impact on protected characteristics undertaken.

- 6. Will this proposal / decision have a disproportionate negative impact on any of the protected characteristics (age; disability; gender-reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)?**

The projects aim to be at the heart of the regeneration of the area and address economic, social and physical decline and as such should have a positive impact on some of the protected characteristics. Projects led by Denbighshire County Council will be developed and delivered in accordance with Denbighshire's Corporate Project Management methodology; as these projects and initiatives are developed a specific Equality Impact Assessment will be undertaken at the appropriate stage and with this a more detailed assessment of the specific impact on protected characteristics undertaken.

- 7. Has the proposal / decision been amended to eliminate or reduce any potential disproportionate negative impact? If no, please explain why.**

No

There is no evidence of any negative impact at this early stage in the projects' development

**8. Have you identified any further actions to address and / or monitor any potential negative impact(s)?**

Yes	
-----	--

Action(s)	Owner	By when?
	<Enter Name>	<DD.MM.YY>
Individual Equality Impact Assessments will be undertaken at the appropriate stage and with this a more detailed assessment of the specific impact on protected characteristics undertaken.	Tom Booty/Sian Lloyd Price	December 2014
<Please describe>	<Enter Name>	<DD.MM.YY>
<Please describe>	<Enter Name>	<DD.MM.YY>
<Unrestrict editing to insert additional rows>	<Enter Name>	<DD.MM.YY>

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**9. Declaration**

Every reasonable effort has been made to eliminate or reduce any potential disproportionate impact on people sharing protected characteristics. The actual impact of the proposal / decision will be reviewed at the appropriate stage.

Review Date:	18.02.2014
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Name of Lead Officer for Equality Impact Assessment	Date
Tom Booty, Economic & Business Development Manager	18.02.2014

**Please note you will be required to publish the outcome of the equality impact assessment if you identify a substantial likely impact.**

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**Report To: Cabinet**

**Date of Meeting: 18<sup>th</sup> February 2014**

**Lead Member / Officer: Councillor Hugh Evans & Councillor Huw L Jones**

**Report Author: Tom Booty, Economic & Business Development Manager**

**Title: Town and Area Plans**

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## **1. What is the report about?**

This report presents the next stage in the expansion of Town to Area Plans as agreed by Cabinet in 2013.

## **2. What is the reason for making this report?**

Cabinet previously agreed Town Plans to be widened into Area Plans encompassing associated rural communities. This report enables Cabinet to approve the second phase of the new Area Plans (Ruthin & Prestatyn) and sign off the priorities for spend from the Town & Area Plans Priority Funding budget. The report also provides Cabinet with an update of spend to date against the Town and Area Plans.

## **3. What are the recommendations?**

The recommendations area for Cabinet to:

1. Approve the adoption of Area Plans (incorporating the existing Town Plans) for Ruthin and Prestatyn;
2. Approve the funding for the priorities detailed in the above referred Area Plans;

## **4. Report details**

### **4.1 Ruthin Town and Area Plan**

The Ruthin Town & Area Plan is attached as Appendix 1. This Plan was approved by the Ruthin MAG on 27 January 2014, and we are now seeking Cabinet's approval of the Plan and the following priorities and related funding commitments:

<b>Priority:</b>	<b>Funding Requirement:</b>
Improvements to Llanbedr Village Hall	£8,400
Improvements to Llanarmon yn Ial Playing Field	£24,250
Clawddnewydd Joint Venture Project	£40,000
<b>TOTAL REQUESTED FROM TOWN PLAN BUDGET</b>	<b>£72,650</b>

NB. all projects are subject to confirmation of match funding secured

## 4.2 Prestatyn Town and Area Plan

The Prestatyn Town & Area Plan is attached as Appendix 2. This Plan was approved by the Prestatyn MAG on 14 November 2013, and we are now seeking Cabinet's approval of the Plan and the following priorities and related funding commitments:

Priority:	Funding Requirement:
Meliden Goods Shed	£50,000
Meliden Football Club Changing Rooms	£25,000
Ffordd Talargoch Environmental Improvements	£25,000
<b>TOTAL REQUESTED FROM TOWN PLAN BUDGET</b>	<b>£100,000</b>

These allocations will be used to secure the match funding required to deliver the projects. For example, the Meliden Goods Shed project will be seeking to secure significant match funding from the Heritage Lottery Fund.

## 4.3 – Spend to date on Town and Area Plans

Previous discussions on Town and Area Plans at Cabinet have identified some confusion on the funding available for Town and Area Plans. Members have also expressed some concern at the slow rate of spend. The following section seeks to clarify and explain the current position.

Corporate Executive Team has also considered the current financial position and has agreed that once the final Area Plans have been approved by Cabinet in March, a review of the Area Plans process will be undertaken to assist with decisions about the next steps.

### Funding Sources

The table below summarises the financial budget allocations made by DCC towards the development and delivery of Town and Area Plans:

**Table 1: Total Funding for Town & Area Plans (to 31<sup>st</sup> March 2016):**

	Revenue	Capital	TOTAL
Capital		£680,000	£680,000
2011/12 underspends	£191,000		£191,000
2012/13 Revenue Budget	£356,000		£356,000
2013/14 Revenue Budget	£356,000		£356,000
<b>Sub-Total to 31 March 2014</b>	<b>£903,000</b>	<b>£680,000</b>	<b>£1,583,000</b>
2014/15 Revenue Budget	£356,000		£356,000
2015/16 Revenue Budget	£356,000		£356,000
<b>TOTAL</b>	<b>£1,615,000</b>	<b>£680,000</b>	<b>£2,295,000</b>

A core objective of the Town and Area Plans process was that they were also able to draw down funding from other sources external to the Council. Much of the work of the officers supporting development of the Plans has been focused on identifying and securing additional match funding for Town and Area Plan project/initiatives.

To date, potential match funding of £1.7M is estimated, although much of this is still subject to successful applications and there are some big projects (such as the proposals for a Museum in Denbigh) which account for significant elements of this match funding.



### Expenditure profile to date

The table below outlines the allocations made to date against the budget to the end of March 2014. These include the allocations proposed for the Ruthin and Prestatyn Area priorities contained in this report. Further allocations are anticipated when the Rhuddlan, Rhyl and Denbigh Area Plans are presented in March:

**Table 2: Current budget against Town Plan Budget**

Total funding budget for Town and Area Plans to 31 Mar 2014	<b>£1,583,000</b>
Allocations to date	<b>£875,170</b>
Unallocated balance to 31 Mar 2014	<b>£707,830</b>

Allocations have been made on the basis of the agreed Year 1 priorities for both the Town and Area sections of the Plans. For the Area priorities, funding has been allocated the first 3 priorities agreed by each MAG.

Given that the Town and Area Plans are a relatively new concept, many of the projects contained within them required preparatory works, further development, options appraisals to be undertaken or other match funding proposals to be drawn down to release funding before they could proceed. Furthermore, in some instances MAGs have reallocated, or are in the process of reallocating, funding where priorities have changed or the projects as originally conceived are no longer viable or appropriate. As a result, there has been slippage in the rate of spend and it is unlikely that the allocations made will be spent in full by financial year end. The rate of expenditure is improving and it is worth noting that most of the remaining Year 1 priority projects are either underway or are scheduled to start in 2014/15.

**Table 3: Spend to Date and Match Funding**

<b>Town:</b>	<b>Town Plan Approved to date</b>	<b>Town Plan Spent to date</b>	<b>Town Plan Balance</b>	<b>Match Funding to date</b>	<b>Match Funding Forecast</b>	<b>Total Match Funding</b>
<b>Prestatyn</b>	£245,000	£0	£245,000	£0	£7,000	£7,000
<b>St Asaph</b>	£84,800	£8,420	£76,380	£0	£283,500	£283,500
<b>Rhuddlan</b>	£47,000	£1,726	£45,274	£700	£21,300	£22,000
<b>Denbigh</b>	£135,800	£50,000	£85,800	£0	£561,200	£561,200
<b>Ruthin</b>	£169,070	£41,420	£127,650	£41,420	£187,000	£228,420
<b>Corwen</b>	£95,000	£25,426	£69,574	£18,426	£52,500	£70,926
<b>Llangollen</b>	£98,500	£50,000	£48,500	£3,000	£501,000	£504,000
<b>Rhyl</b>	£0	£0	£0	£0	£0	£0
<b>Bodelwyddan</b>	£0	£0	£0	£0	£0	£0
<b>TOTAL</b>	<b>£875,170</b>	<b>£176,992</b>	<b>£698,178</b>	<b>£63,546</b>	<b>£1,613,500</b>	<b>£1,677,046</b>

A more detailed breakdown of these figures is attached as Appendix 3.

## **5. How does the decision contribute to the Corporate Priorities?**

**Priority – Developing the Local Economy** - The Town and Area Plans will be an underpinning document in terms of how this priority is delivered at a locality level, and their associated Action Plans will detail the delivery mechanisms to boost private sector confidence and investment creating new job and business opportunities.

**Priority – Improving our Roads** - the Plans will help identify problem areas to ensure resources are directed to the right locations and road improvements are made in the right places.

**Priority – Clean & Tidy Streets**

The plans will help identify problem areas to ensure resources are directed to the right locations and public realm improvements are made in the right places.

**Priority – Modernising the Council to deliver efficiencies and improve services for our customers** - the plans will create a key mechanism for aligning Council services resources to deliver priorities identified by local communities in an efficient and effective way.

**6. What will it cost and how will it affect other services?**

The Town and Area Plans identify issues, actions and priorities developed through consultation with those communities, and should be a key document in influencing the activity and priorities of all Denbighshire Services.

**7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision What consultations have been carried out?**

Individual Equality Impact Assessments for specific projects or activities detailed within the Town and Area Plans will be developed at the appropriate stage.

**8. What consultations have been carried out?**

Town and Area Plans are developed in partnership with the relevant Town or Community Council. Consultation has been undertaken with DCC Heads of Service, third sector organisations (through DVSC), residents and business community (through some face to face meetings and through web based surveys).

**9. Chief Finance Officer Statement**

The expenditure proposed is contained within existing funding allocations. No capital project should start without a proper appraisal and any revenue implications from projects should be contained within existing budgets.

**10. What risks are there and is there anything we can do to reduce them?**

There is a risk that the development of the plans will raise expectations and that failure to deliver could damage the Council's reputation with Town and Community Councils and other stakeholders. This will be managed by ongoing involvement and communication with relevant stakeholders about the development and delivery of the plans.

**11. Power to make the Decision**

Section 2 Local Government Act 2000

Section 111 Local Government Act 1972

# RUTHIN TOWN & AREA PLAN

“LOOKING FORWARD TOGETHER”

2013 – 2020

November 2013



# RUTHIN TOWN PLAN

"LOOKING FORWARD  
TOGETHER"

2012 – 2020

# Vision for Ruthin

We want Ruthin

- to be 'a town for life'
- to be a thriving medieval market town
- to be a seven day week experience
- to be a Wikipedia town

We want Ruthin to be 'a town for life' – a place where people enjoy living and where they want to remain living, working and bringing up their own families, to be a thriving medieval market town with a vibrant local and visitor economy helping it become a 'town for life' and a place attractive to visitors, to be a seven day week experience where the local community has what it needs from living and working in Ruthin available through the week and where visitors have activities to partake in, entertainment available, places of interest to visit and accommodation and restaurants, bars and cafes to choose from throughout their stay, and to be a Wikipedia town to encourage visitors to come and stay in Ruthin and the surrounding area, promoting its history and attractions thereby giving reasons to visit and stay.

Ruthin has many strengths in that it is steeped in history and heritage, is surrounded by beautiful countryside and has places of interest for both its local community and visitors. It provides good education for our younger community and has several good sports teams. However, we now need to build on this and determine exactly what Ruthin's offer is and how we take that forward.

# Background

Denbighshire County Council has adopted a strategic aim of being “a high performing council closer to the community”.

To help achieve this aim, the County Council is inviting the town and community councils and the businesses, community and voluntary sectors in each of its main towns and the smaller outlying communities which relate to them to join together to develop “town plans”. These will be living documents which will set out

- The current situation
- The key challenges and opportunities which they will face over the next decade
- A vision for each town which will provide it with a sustainable future, and
- Realistic and achievable actions which will deliver the vision

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The name Ruthin comes from the Welsh words ‘rhudd’ (red) and ‘din’ (fort) and refers to the colour of the red sandstone which forms the geological basis of the area and from which the castle was built as a strategic lookout over the River Clwyd in 1277 to 1284.

Ruthin has a lively and interesting history - which has provided a rich architectural heritage and there are around 230 listed buildings in the Ruthin area, with the majority of that number being in the town itself.

The town is currently an administrative and service centre for its rural hinterland. It is the home of Denbighshire County Council's headquarters, bringing a knock-on benefit to the retail and service industries in the town, and is now home to one of the largest cattle and sheep auction markets in Wales. The town is also home to Ruthin Craft Centre which was recently redeveloped with a £4.3 million scheme into the Centre for the Applied Arts, housing 3 galleries, six artists' studios, a retail gallery, education and residency workshops and a café. The galleries attract world renowned artists who exhibit there.

There are a number of primary and secondary schools serving the town and its surrounding area. Brynhyfryd School is a bilingual co-educational school and Ruthin School is a public, co-educational school for day and boarding students open to applications from all over the world. The people of Ruthin and its surrounding area also have access to a community hospital, a leisure centre, a community theatre and the further education college at Llysfasi (now part of Deeside College) giving access to vocational and higher education courses for school leavers and students over 19.

During the summer, the Ruthin Festival provides a week long programme of events and concerts and the town hosts the MTB Marathon mountain biking event with competitors starting and finishing in Ruthin having ridden through the Clwydian Range Area of Outstanding Natural Beauty (AONB).

The town is home to 5,218 people and a further 11,639 people live in the surrounding rural hinterland in the Llandyrnog, Llanbedr Dyffryn Clwyd/Llangynhafal, Llanarmon yn Iâl/Llandegla, Llanfair Dyffryn Clwyd/Gwyddelwern, Efenechtyd and Llanrhaeadr-yng-Nghinmeirch wards.

Scale: 1:25,000

### Map showing the wards in the Ruthin Area



SIR DDINBYCH  
Denbighshire  
COUNTY COUNCIL



SIR DDINBYCH  
Denbighshire  
COUNTY COUNCIL



## Where we are now

### People

Compared to the county as a whole, the town of Ruthin has

- more people aged over 65,
- higher percentage of over 85's,
- fewer young people under 15,
- fewer households claiming housing or Council Tax benefit, and
- a lower proportion of households which are overcrowded.

### Community

Compared to the county as a whole, more people in the town of Ruthin

- were born in Wales, and
- can speak Welsh.

The crime rate in Ruthin is lower than the average rate for the County, particularly for incidences of violence against the person, theft and handling and criminal damage.

The Welsh Government uses a formula to measure deprivation called the "Welsh Index of Multiple Deprivation". Wales is split into 1896 areas which are smaller than County Council wards. Each area is then ranked with the most deprived given a score of 1 and the least deprived as score of 1896. The scores in different years are not directly comparable because the way in which the index is calculated changes over time, but nevertheless give an indication of the Welsh Government's view about the deprivation in the town at various points in time. All of the areas in Ruthin town are amongst the 30% least deprived in Wales.

Part of the index which relates to how easy it is for people to access services such as schools, clinics, shops and leisure centres and in the surrounding rural area, the Efenechtyd, Llanarmon yn Iâl/Llandegla, Llanfair Dyffryn Clwyd/Gwyddelwern and Llanrhaeadr yng Nghinmeirch, wards are considered to be amongst the 10% most deprived in Wales in this regard with the Llanbedr Dyffryn Clwyd/Llangynhafal and Llandyrnog wards being in the 20% most deprived.

Scale: 1:20,000

### Map showing the Lower Super Output Areas in Ruthin



## Jobs

Compared to the county as a whole,

- more people who live in Ruthin work in the public sector (and more people in Denbighshire work in this sector than in any other local authority area in Great Britain),
- a lower percentage of people work in manufacturing, retail and hotels & restaurants
- a higher percentage of people who live in Ruthin are managers and professionals
- more residents of the town commute more than 20km to work
- more people commute more than 20km to work in the town, and
- lower percentage of people of working age claim Job Seekers' Allowance
- the average annual household income in Ruthin is slightly higher although the percentage of households in Ruthin below the 60% GB median is also higher

## Place

### Vacancy rates for retail premises – Autumn 2012

Ruthin has one of the highest percentages of vacant town centre units in the county, although this is still broadly similar to the average level for the UK.

Ruthin	14%	(25 units)
UK	14.5%	(Local Data Company)

The County Council runs the town's key tourism assets - namely Ruthin Craft Centre (with support from Arts Council for Wales), Nantclwyd y Dre and Ruthin Gaol. The Craft Centre gets around 90,000 visitors through its doors annually, whilst Ruthin Gaol has around 10,000 and Nantclwyd y Dre around 4,000.

There are 165 graded bed spaces in visitor accommodation within the town.

## What we want to do and how we're going to do it

### People

There is capacity to provide a wider choice of higher education.

There are more people coming to live in Ruthin at the Glasdir residential development.

The Welsh primary school is located on a site not fit for purpose.

There is a higher proportion of people aged over 85 in Ruthin. This is an age group that is projected to increase as a proportion of the population, creating both more demand for local services and opportunities for local businesses and the local economy.

There are fewer young people living in Ruthin.

#### What we will do.....

.....We will liaise with local colleges and DCC's School Improvement and Inclusion Team to discuss the skills required in the area, the courses that could and/or should be offered by the colleges to help young people to stay and work in the area that in turn will help attract new employers to the area as the right skill base is available. We also will review the primary school provision within Ruthin and its surrounding communities and agree the future investment. We will need to ensure that services are appropriate for the local population and that housing needs are met.

<i>We will achieve this by</i>	<i>Led by</i>	<i>When this will start and finish</i>
Completing area review of existing primary provision and agreeing pattern for future provision and improvement works	County Council Modernising Education	1 April 2012 31 Mar 2017
Improving primary education provision to serve Ruthin and surrounding communities by securing funding to invest in schools	County Council Modernising Education	1 April 2013 31 Mar 2017
Looking into providing more extra care housing for older	County Council Social Services	1 Apr 2012

people		31 Mar 2017
Holding discussions about cafes and shops being open at times when older teenagers can use them and looking into the feasibility of offering activities for their age group	County Council Strategic, Regeneration, Town Council, Business Groups	1 Apr 2012 31 Mar 2013
Meet with Head of Llysfasi College to discuss future plans and skills base	County Council Strategic Regeneration with School Improvement and Inclusion Team	1 Apr 2012 31 Mar 2013
Liasing with Housing Services to identify any potentially missing provision for young people's / affordable housing	County Council Housing and Community Development	1 Apr 2012 31 Mar 2013

## Community

There is a lack of allotments.

There are several successful sports teams in Ruthin; rugby, football, cricket, tennis and hockey with many of the members coming from outside the town. Outdoor leisure provision will therefore need to be sustainable.

An all weather pitch is to be built in Ruthin at Brynhyfryd School.

### What we will do.....

.....We will aim to provide more allotments through Planning gain. We will bring sports together as part of the branding for Ruthin to bring the community together and allow families to spend time together. This will allow Ruthin to be 'a place to come and play and compete', encouraging sports teams from out of town to come to Ruthin which in turn will bring an economic benefit. It will mean that we need to ensure that the leisure facilities are high quality and sustainable.

<i>We will achieve this by</i>	<i>Led by</i>	<i>When will this start and finish</i>
Providing more allotments	County Council Finance & Assets	1 Apr 2012 31 Mar 2015
Providing more flexible public transport for people living in outlying communities to make it easier for them to access the facilities in the town ie in time to take part in sports and other activities	County Council Highways	1 Apr 2012 31 Mar 2014
Identifying ways of bringing families together through sport	Town Team	1 Apr 2013 31 Mar 2014



## Jobs

Local shops are in direct competition with internet shopping and out of town shopping centres.

Ruthin serves its hinterland with the livestock market and professional services.

A large number of visitors go to the Craft Centre but they do not go into the town centre.

Ruthin's night time economy is limited.

Ruthin shops offer a number of well known, high quality brands. A new branded leisure offer provided by Wetherspools has recently opened in town.

There is limited employment land ready to build on which could constrain both the growth of current businesses and new investment on the industrial estate.

There is a national mountain bike event held in the area (that starts and finishes in Ruthin) and surrounding countryside for road cycling and walking which could help sustain tourism as part of the wider visitor offer.

### What we will do.....

.....We will need to support local business owners need to work out how we can encourage people to shop locally and not on the internet or out of town. There must be something that shoppers experience/receive locally that encourages them to shop in their town centre and not on line or out of town. It is increasingly important for shop owners to work together. We need to consider what impact any changes to the Common Agricultural Policy will have on farmers in the surrounding area.

<i>We will achieve this by</i>	<i>Led by</i>	<i>When will this start and finish</i>
Looking into the feasibility of a town centre manager	Ruthin Town Team, County Council Strategic Regeneration	1 Apr 2012 31 Mar 2014
Installing an Art Trail to enhance the art offer in the town and also to encourage visitors to the Craft Centre to go to the town centre	County Council Environment	1 Apr 2012 31 Mar 2014
Providing signage to let visitors at the Craft Centre know	County Council Environment	1 Apr 2012

about the town centre		31 Mar 2014
Securing the future of the Open Doors weekend	County Council Strategic Regeneration	1 Apr 2012 31 Mar 2013
Reviewing the position of the Ruthin visitor offer including assets such as the medieval castle in order to gain greater recognition of Ruthin as a centre for applied arts	County Council Strategic Regeneration with Leisure, Libraries & Community Development	1 Apr 2012 31 Mar 2014
Encouraging signposting between shops	Town Team	1 Apr 2012 31 Mar 2014
Developing part of the marketing and branding strategy for Ruthin using the fact that many high quality brands are available for sale in Ruthin – branding the town centre as a 'department store'	County Council Strategic Regeneration, Business Support and Tourism, Town Team	1 Apr 2012 31 Mar 2014
Understanding any changes made to the Common Agricultural Policy and the potential impact	County Council Strategic Regeneration and Business Support	1 Apr 2012 31 Mar 2013

## Place

St Peter's Square is not used to its best potential.

Ruthin has a key role to play in the wider Vale of Clwyd and AONB offer to visitors.

There is a Safer Routes in the Community project being run in Ruthin.

A successful bid for funding has been submitted to the Heritage Lottery Fund for restoring the Lords Garden at Nantclwyd y Dre.

A feasibility study has been commissioned for the renovation of the West Wing of Nantclwyd Y Dre.

### What we will do.....

.....We will need to improve the town square by looking at its layout and traffic flows. We need to find funding to restore and renovate the final part of Nantclwyd Y Dre to widen its appeal as a visitor attraction. We need to ensure the places of interest are open and that there are activities on in the town seven days a week in order to make Ruthin a more vibrant place attractive to its residents and visitors alike. This will mean working with Ruthin Town Team and the business and community groups to ensure a coordinated approach. We will continue and further develop work already done by Bro Rhuthun for the marketing and branding of Ruthin and to work out what Ruthin's 'offer' is to visitors coming to Ruthin alone and as part of the Vale of Clwyd destination package.

<i>We will achieve this by</i>	<i>Led by</i>	<i>When will this start and finish</i>
Carrying out full signage audit	County Council Highways and Strategic Regeneration	1 Apr 2012 31 Mar 2014
Reviewing tourist information provision	County Council Strategic Regeneration	1 Apr 2012 31 Mar 2014
Improving signage at Ruthin Gaol	County Council Environment	1 Apr 2012 31 Mar 2014
Making 'residents only' parking signs in Market Street more obvious to visitors	County Council Highways	1 Apr 2012 31 Mar 2013

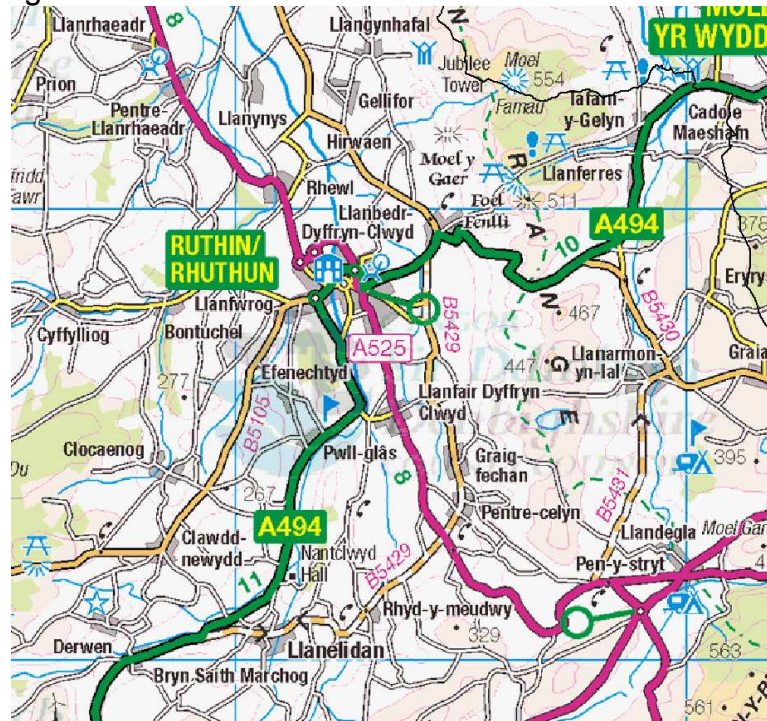
		<b>Instruction submitted</b>
Providing extra town trail boards	County Council Environment	1 Apr 2012 31 Mar 2013
Securing funding to renovate the West Wing at Nantclwyd y Dre	County Council Strategic Regeneration	1 Apr 2013 31 Mar 2014
Providing a consistent style of benches in and around town centre and more bins on the Cuning Green footpath	Town Council	1 Apr 2013 31 Mar 2017
Removing unauthorised A boards and signs at entrance to Lon Parcwr and on Clwyd Street	County Council Environment	1 Apr 2012 31 Mar 2013
Removing and/or replacing the banners on street lighting columns	County Council Leisure, Libraries and Community Development	1 Apr 2012 31 Mar 2014
Replacing the current bridge at Cae Ddol with a more attractive alternative	Friends of Cae Ddol	1 Apr 2013 31 Mar 2017
Looking into ways of funding the removal of the roundabout in St Peter's Square and /or reconfiguring the space to make it more suitable for events.	County Council Planning, Regeneration and Regulatory Services	1 Apr 2012 31 Mar 2014
Further developing and publishing a marketing and branding strategy for Ruthin	County Council Strategic Regeneration and Business Support, Town Council, Town Team	1 Apr 2012 31 Mar 2014

## The links between the town & the associated communities

Ruthin and its surrounding communities are closely linked with Ruthin town centre serving the majority of villages in the area. The area around Ruthin is large and has several important features. Several of the communities are located within the designated Area of Outstanding Natural Beauty. The Offa's Dyke path also runs through some of these communities. Loggerheads Country Park is the biggest attraction in the Ruthin area and is popular with both local residents and visitors from further afield.

The area is becoming increasingly popular for holding high quality, high profile events such as the Etape Cymru cycle event, the MTB mountain bike and cycling event, the Wales GB rally. The area offers a wealth of outdoor activities such as walking, horseriding, cycling, orienteering as well as educational opportunities such as the Duke of Edinburgh awards.

There are several active community councils and groups in the area all working towards the well being of their local communities and economies. The communities covered by this Area Plan include Bontuchel, Cyffylliog, Rhewl, Llanynys, Llangynhafal, Gellifor, Llanbedr Dyffryn Clwyd, Llanferres, Maeshafn, Eryrys, Llanarmon yn Ial, Llandegla, Llanfair Dyffryn Clwyd, Graigfechan, Pentrecelyn, Pwllglas, Clocaenog, Derwen and Bryn Saith Marchog.





RUTHIN AREA  
PLAN  
"LOOKING FORWARD  
TOGETHER"  
2013 - 2020

Making it happen...  
For People & Community

ACTIVITY	ECON. AMB. STRAT. REF.	OUTPUT	LED BY	START	FINISH
Improving broad band access and mobile phone coverage to rural area surrounding Ruthin	1.2a	Superfast broadband to all properties	DCC Economic and Business Development	Jan 2014	Dec 2017
Supporting the community council on the Llanferres Community Garden project	5.2c	Funding identified and secured	Llanferres Community Council	Jan 2014	Jun 2014
		Work to garden carried out	Llanferres Community Council	Jul 2014	Jul 2015
		Agreement with school for maintenance in place	Llanferres Community Council	Jul 2015	Oct 2015
Supporting voluntary run Siop Pwllglas to help sustain the local community that it serves	5.2c	Needs of the community identified by meeting with voluntary run and local ward members	DCC Economic and Business Development	Apr 2014	Jun 2014
		Report / Business case	DCC Economic and Business Development	Jul 2014	Sept 2014
		Funding identified and secured	DCC Economic and Business Development	Sept 2014	Dec 2014
		Project up and running by voluntary run centre	Voluntary group	Jan 2015	Dec 2015
Supporting voluntary run Llanarmon yn Ial Village Siop to help sustain the local community that it serves	5.2c	Needs of the community identified by meeting with voluntary run and local ward members	DCC Economic and Business Development	Apr 2014	Jun 2014
		Report / Business case	DCC Economic and Business Development	Jul 2014	Sept 2014
		Funding identified and secured	DCC Economic and Business Development	Sept 2014	Dec 2014
		Project up and running by voluntary run centre	DCC Economic and Business Development	Jan 2015	Dec 2015
Supporting voluntary run Siop Clawddnewydd to help sustain	5.2c	Needs of the community identified by meeting with voluntary run and	DCC Economic and Business Development	Apr 2014	Jun 2014

the local community that it serves		local ward members			
		Report / Business case	DCC Economic and Business Development	Jul 2014	Sept 2014
		Funding identified and secured	DCC Economic and Business Development	Sept 2014	Dec 2014
		Project up and running by voluntary run centre	DCC Economic and Business Development	Jan 2015	Dec 2015
Supporting voluntary run Raven Inn, Llanarmon yn Ial, to help sustain the local community that it serves	5.2c	Needs of the community identified by meeting with voluntary run and local ward members	DCC Economic and Business Development	Apr 2014	Jun 2014
		Report / Business case	DCC Economic and Business Development	Jul 2014	Sept 2014
		Funding identified and secured	DCC Economic and Business Development	Sept 2014	Dec 2014
		Project up and running by voluntary run centre	DCC Economic and Business Development	Jan 2015	Dec 2015
Amalgamating the community shop and pub in Clawddnewydd	5.2c	Requirements to amalgamate the community shop and the pub identified	Derwen Community Council	Jul 2014	Sept 2014
		Funding identified and secured	Derwen Community Council	Sept 2014	Dec 2014
		Local services being provided by the community run shop and pub	Derwen Community Council	Jan 2015	Dec 2015
Supporting rural communities without voluntary run centres to become more sustainable	5.2c	Work with other communities and the local ward member to determine if voluntary run centres eg village shops would be of benefit	DCC Economic and Business Development	Apr 2014	Jun 2014
		Report / business case	DCC Economic and Business Development	Jul 2014	Sept 2014
		Funding identified and secured	DCC Economic and Business Development	Sept 2014	Dec 2014
		New voluntary run centre open	Voluntary group	Apr 2014	Jun 2014
Working with the local ward member and the community council to assist them in seeking funding opportunities for improvements to Llanbedr DC Village Hall	5.2c	Meet with ward member and community council	Llanbedr Community Council	Apr 2014	Jun 2014
		Funding identified and secured	Llanbedr Community Council	Jul 2014	Sept 2014
		Improvements completed	Llanbedr Community Council	Sept 2014	Dec 2014



Working with the local ward member and the community council to assist them in seeking funding opportunities for improvements to Llangynhafal Village Hall	5.2c	Meet with ward member and community council	Llangynhafal Community Council	Apr 2014	Jun 2014
		Funding identified and secured	Llangynhafal Community Council	Jul 2014	Sept 2014
		Improvements completed	Llangynhafal Community Council	Sept 2014	Dec 2014
Working with the local ward member and the community council to assist them in seeking funding opportunities for improvements to Llanfair DC Village Hall	5.2c	Meet with ward member and community council to identify improvements	Llanfair DC Community Council	Apr 2014	Jun 2014
		Funding identified and secured	Llanfair DC Community Council	Jul 2014	Sept 2014
		Improvements completed	Llanfair DC Community Council	Sept 2014	Dec 2014
Working with the local ward member and the community council to assist them in seeking funding opportunities to expand Clawddnewydd community centre	5.2c	Meet with ward member and community council to identify improvements	Derwen Community Council	Apr 2014	Jun 2014
		Funding identified and secured	Derwen Community Council	Jul 2014	Sept 2014
		Improvements completed	Derwen Community Council	Sept 2014	Dec 2014
Working with the local ward member and the community council to assist them in seeking funding opportunities to allow Pwllglas community centre to expand	5.2c	Meet with ward member and community council to identify improvements	Efenechtyd Community Council	Apr 2014	Jun 2014
		Funding identified and secured	Efenechtyd Community Council	Jul 2014	Sept 2014
		Expansion completed	Efenechtyd Community Council	Sept 2014	Dec 2014
Working with the local ward member and the community council to assist them in seeking funding opportunities to improve the facilities at Rhewl Pavilion	5.2c	Meet with ward member and community council to identify improvements	Llanynys Community Council	Apr 2014	Jun 2014
		Funding identified and secured	Llanynys Community Council	Jul 2014	Sept 2014
		Improvements completed	Llanynys Community Council	Sept 2014	Dec 2014
Building a skate park in Llanarmon yn Ial playing field	5.2c	Site identified	Llanarmon yn Ial Community Council	Apr 2014	Jun 2014
		Necessary permissions	Llanarmon yn Ial Community Council	Jul 2014	Sept 2014
		Funding identified and secured	Llanarmon yn Ial Community Council	Sept 2014	Dec 2014
		Skate park built	Llanarmon yn Ial Community	Apr 2014	Jun 2014

			Council		
Develop an affordable housing scheme in Llanferres for local people	5.2c	The development of two affordable housing units	DCC Community Housing/local RSL	Apr 2013	Mar 2016
Looking into providing more affordable housing to help retain the local population, especially for young families	5.2c	Report/Business Case	DCC Community Housing	Apr 2014	Mar 2015
		Funding identified & secured	DCC Community Housing	tbc - Dependent upon outcome of business case	tbc
		Provision of affordable housing (subject to Business case).	DCC Community Housing	tbc	tbc
Supporting Llandegla Community Council to purchase land in the village from DCC to create a community open space in the village	5.2c	Funding identified and secured	Llandegla Community Council	Apr 2014	Jun 2014
		Land purchased	Llandegla Community Council	Jul 2014	Sept 2014
		Open space created	Llandegla Community Council	Sept 2014	Dec 2014
Improving the safety of residents in Llanbedr DC by providing safer walking routes from the top to the bottom of the village and through the village to the school		Walking routes identified	DCC Highways	Jan 2014	Mar 2014
		Report / Business Case	DCC Highways	Jun 2014	Jul 2014
		Funding identified and secured	DCC Highways	Jul 2014	Oct 2014
		Footpaths installed	DCC Highways	Nov 2014	Feb 2015
Developing a first responders scheme in the Llangynhafal area	5.2c	Skills and training identified by meeting with local ward member and/or community council/group	Llangynhafal Community Council	Jul 2014	Sept 2014
		Training provider identified	Llangynhafal Community Council	Sept 2014	Oct 2014
		Funding identified and secured	Llangynhafal Community Council	Oct 2014	Jan 2015
		Training delivered	Llangynhafal Community Council	Feb 2015	Mar 2015
Providing resource and/or youth workers to encourage	5.2c	Areas where this is a priority identified	DCC Youth Service	Jul 2014	Sept 2014

community development and event organising for young people including the provision of a funding pot that young people can apply in to		Report / business case	DCC Youth Service	Sept 2014	Oct 2014
		Funding identified and secured	DCC Youth Service	Oct 2014	Jan 2015
		Youth workers and/or development programme and funding pot in place	DCC Youth Service	Feb 2015	Mar 2015
Allowing young people to participate in local decision making		Ways to include young people in town and community councils identified	DCC Youth Service	Jul 2014	Sept 2014
		Report / Business Case	DCC Youth Service	Sept 2014	Oct 2014
		Funding identified and secured (if required)	DCC Youth Service	Oct 2014	Jan 2015
		Young people participating in local decision making	DCC Youth Service	Feb 2015	Mar 2015
Providing better, safer rural play areas	5.2c	Business Case for feasibility study	DCC Public Realm	Apr 2014	Jun 2014
		Feasibility study carried out	DCC Public Realm	Jul 2014	Sept 2014
		Business case for installing new / replacement play areas (depending on outcome of feasibility study)	DCC Public Realm	Sept 2014	Dec 2014
		Funding identified and secured	DCC Public Realm	Jan 2015	Mar 2015
		Play areas improved / installed	DCC Public Realm	Mar 2015	Jul 2015
Providing a new play area in Llanbedr Dyffryn Clwyd	5.2c	Site identified for a playground in Llanbedr Dyffryn Clwyd	Llanbedr DC Community Council	Apr 2014	Jun 2014
		Necessary permissions in place	Llanbedr DC Community Council	Jul 2014	Sept 2014
		Funding identified and secured	Llanbedr DC Community Council	Sept 2014	Dec 2014
		Playground built	Llanbedr DC Community Council	Jan 2015	Mar 2015
Providing a new playing field in Cyffylliog	5.2c	Site identified for a playing field in Cyffylliog	Cyffylliog Community Council	Apr 2014	Jun 2014
		Necessary permissions in place to establish a playing field	Cyffylliog Community Council	Jul 2014	Sept 2014
		Funding identified and secured	Cyffylliog Community Council	Sept 2014	Dec 2014
		Playing field open	Cyffylliog Community Council	Jan 2015	Mar 2015

Providing a new play area in Clawddnewydd	5.2c	Site identified for a play area in Clawddnewydd	Derwen Community Council	Apr 2014	Jun 2014
		Necessary permissions in place to establish a playing field	Derwen Community Council	Jul 2014	Sept 2014
		Funding identified and secured	Derwen Community Council	Sept 2014	Dec 2014
		Play area open	Derwen Community Council	Jan 2015	Mar 2015
Ensuring well signposted and mapped walking routes	6.2a	Business Case for feasibility study	DCC Rights of Way	Apr 2014	May 2014
		Feasibility study carried out	DCC Rights of Way	Jun 2014	Sept 2014
		Business case (depending on outcome of feasibility study)	DCC Rights of Way	Oct 2014	Nov 2014
		Funding identified and secured	DCC Rights of Way	Dec 2014	Mar 2015
		Walking routes improved / opened	DCC Rights of Way	Jun 2015	Dec 2015
Supporting the youth club in Llanynys / Rhewl	5.2c	Needs identified by meeting with youth workers and local ward member	DCC Youth Service	Jul 2014	Sept 2014
		Report / Business Case	DCC Youth Service	Sept 2014	Oct 2014
		Funding identified and secured	DCC Youth Service	Oct 2014	Jan 2015
		Project(s) being delivered	Youth Club	Feb 2015	Mar 2015
Installing a bench at the river bridge in Llanynys to improve the local offer to walkers and visitors	6.2a	Necessary permissions in place	Llanynys Community Council	Sept 2014	Oct 2014
		Funding identified and secured	Llanynys Community Council	Oct 2014	Jan 2015
		Bench in place	Llanynys Community Council	Feb 2015	Mar 2015
Ensuring the education network within the Ruthin area has a sustainable mix of town and rural provision	5.2c	To progress proposals for an area school for the Clocaenog / Cyffylliog area	DCC Customers and Education Support	Jun 2013	Sept 2014
		To progress proposals for a robust and sustainable faith primary provision to serve the town of Ruthin and surrounding areas	DCC Customers and Education Support	Jun 2013	Sept 2014
		To progress proposals for joint working between Ysgol Pentrecelyn	DCC Customers and Education Support	Jun 2013	Sept 2014

		and Ysgol Llanfair			
Improving the parking at Gellifor school	5.2c	Report / Business case	DCC Education	Jul 2014	Sept 2014
		Funding identified and secured	DCC Education	Sept 2014	Nov 2014
		Land purchased	DCC Education	Dec 2014	Mar 2015
		Additional parking available	DCC Education	Apr 2015	Jun 2015
Ensuring the transport links to and from Ruthin are appropriate for the needs of the outlying communities	1.1c	Business case for feasibility study	DCC Traffic and Transportation	Jul 2014	Sept 2014
		Feasibility study carried out	DCC Traffic and Transportation	Sept 2014	Dec 2014
		Report / Business case (if f/study identifies extra need)	DCC Traffic and Transportation	Jan 2015	Feb 2015
		Funding identified and secured	DCC Traffic and Transportation	Mar 2015	Jun 2015
		Transport service altered/improved	DCC Traffic and Transportation	Jun 2015	Jul 2015
Supporting church led initiative in Llanellidan Parish to become a hub for the community where there are no local services	5.2c	Project details identified	Llanellidan Parish Council	Jul 2014	Sept 2014
		Funding identified and secured	Llanellidan Parish Council	Sept 2014	Dec 2014
		Project being delivered	Llanellidan Parish Council	Jan 2015	Dec 2015
Providing free or subsidized transport to events held locally or in the town centre for people who cannot otherwise get there – elderly people, young people, families	5.2c	Report / Business case	DCC Traffic and Transportation	Jul 2014	Sept 2014
		Funding identified and secured	DCC Traffic and Transportation	Sept 2014	Dec 2014
		Transport available	DCC Traffic and Transportation	Jan 2015	Dec 2015
Helping communities to establish a programme of social events using local community buildings particularly for older people, young families and people living in isolated places	5.2c	Needs identified	Local ward member, community councils, youth workers, social services	Jul 2014	Sept 2014
		Funding identified and secured	Community Councils	Sept 2014	Dec 2014
		Programme of events in place	Community Councils	Jan 2015	Dec 2015

## Making it happen...

### For jobs

ACTIVITY	ECON. AMB. STRAT. REF.	OUTPUT	LED BY	START	FINISH
Improving broad band access and mobile phone coverage to rural area surrounding Ruthin	1.2a	Superfast broadband to all properties	DCC Economic and Business Development	Jan 2014	Dec 2017
Developing initiatives to support and develop the new rural cottage industry of high tech home working	2.2d	Identify number of workers in the area	DCC Economic and Business Development	Apr 2014	Jul 2014
		Establish how well they can work remotely in this area / who and where they need to be connected with	DCC Economic and Business Development	Jul 2014	Oct 2014
		Identify ways forward – using this to promote the area for investment by individuals and businesses	DCC Economic and Business Development	Nov 2014	Feb 2015
Developing initiatives to support other rural economies providing local services	2.2a	Report / Business case for a pilot rural business networking event	DCC Economic and Business Development	Jan 2014	Mar 2014
		Funding identified and secured	DCC Economic and Business Development	Apr 2014	Jun 2014
		Rural business network event hosted and benefits reported	DCC Economic and Business Development	Jul 2014	Aug 2015
Exploring the development of social enterprises to employ local people and offer services to allow people to participate in volunteering, training and employment		Identify needs of local people and barriers to employment, training and volunteering eg. crèche / babysitting needs, transport	DCC Economic and Business Development	Apr 2014	Jul 2014
		Report / Business case	DCC Economic and Business Development	Jul 2014	Sept 2014
		Funding identified and secured	DCC Economic and Business Development	Oct 2014	Feb 2015
		Pilot projects up and running	Social Enterprise(s)	Mar 2015	Mar 2016

Supporting tourism and other businesses by developing guided walks – linking communities, businesses, schools, churches etc	3.1Aa	Route identified with local members and /or community councils	DCC Countryside Services	Jan 2014	Feb 2014
		Added value elements identified – eg use of QR codes, waterproof boxes for information provision, ideas and comments from users. Consider the use of local artists.	DCC Countryside Services	Jan 2014	Feb 2014
		Report / Business case	DCC Countryside Services	Jan 2014	Feb 2014
		Funding identified and secured	DCC Countryside	Feb 2014	Apr 2014
		Study of route, check with Rights of Way and new / replacement signposts, gates, stiles identified	DCC Countryside Services	Apr 2014	May 2014
		New signposts and furniture installed and route opened up as required	DCC Countryside Services	Jun 2014	Aug 2014
		Texts, maps, photos produced and approved	DCC Countryside Services	Jun 2014	Aug 2014
		Leaflets printed and walking route open	DCC Countryside Services	Jul 2014	Sept 2014
Assisting with tourism marketing, promotion and development in the rural areas	6.1a	Identify what is missing in the current marketing and promotion campaign, including brown signs and scenic routes	DCC Destination Marketing and Communications	Apr 2014	Jun 2014
		Report / Business case	DCC Destination Marketing and Communications	Jul 2014	Sept 2014
		Funding identified and secured	DCC Destination Marketing and Communications	Sept 2014	Nov 2014
		Future work programme identified	DCC Destination Marketing and Communications	Dec 2014	Feb 2014
Restoring the old toilet block in Llanelidan for visitor use	5.2c	Report / Business case	DCC Environment Services	Jul 2014	Sept 2014
		Costed design	DCC Environment Services	Sept 2014	Nov 2014

		Funding identified and secured	DCC Environment Services	Dec 2014	Feb 2014
		Toilets restored and open	DCC Environment Services	Jul 2014	Sept 2014
Developing initiatives or providing incentives for businesses to set up in the rural area – subsidised rent, low cost housing with small business unit attached etc	5.2a	Business case	DCC Economic and Business Development	Apr 2014	Jun 2014
		Feasibility study	DCC Economic and Business Development	Jul 2014	Sept 2014
		Funding identified and secured	DCC Economic and Business Development	Sept 2014	Dec 2014
		Initiative / incentives in place	DCC Economic and Business Development	Jan 2015	Dec 2015
Allowing young people to access jobs and colleges using public transport more easily and at affordable prices to allow them to remain living in the rural area	4.2f	Barriers identified – eg ID cards to prove age, affordable prices for young people travelling to work and college, discount cards	DCC Passenger Transport	Jul 2014	Sept 2014
		Report / business case	DCC Passenger Transport	Sept 2014	Nov 2014
		Funding identified and secured	DCC Passenger Transport	Dec 2014	Mar 2015
		Access and affordability in place	DCC Passenger Transport	Apr 2015	Jun 2015



Making it happen...  
For the place

ACTIVITY	ECON. AMB. STRAT. REF.	OUTPUT	LED BY	START	FINISH
Improving the rural infrastructure		Identify priority routes with ward members	DCC Highways	Jul 2014	Sept 2014
		Report / Business case	DCC Highways	Sept 2014	Nov 2014
		Funding identified and secured	DCC Highways	Dec 2014	Jan 2015
		Improvements carried out	DCC Highways	Jan 2015	Mar 2015
Installing traffic calming scheme on Denbigh – Ruthin road to reduce the speed of the traffic in Llanynys / Rhewl		Report / Business case	DCC Highways	Jul 2014	Sept 2014
		Funding identified and secured	DCC Highways	Sept 2014	Nov 2014
		Traffic calming scheme installed	DCC Highways	Dec 2014	Jan 2015
Helping to address maintenance issues in the rural communities eg churchyard maintenance		Issues identified at Llanelidan	Llanelidan Community Council	Jul 2014	Sept 2014
		Report / Business Case	Llanelidan Community Council	Sept 2014	Nov 2014
		Funding identified and secured	Llanelidan Community Council / DCC Economic and Business Development	Dec 2014	Mar 2015
		Maintenance programme for Llanelidan Churchyard in place	Llanelidan Community Council	Apr 2015	Mar 2016

## Priorities for the Rural Area

Three projects have been prioritised for the rural area:

### 1. Improvements to Llanbedr Village Hall

Work – improvements to kitchen, cloakroom, entrance and hall

Total Cost Estimate - £18,400

Amount Requested - £8,400

### 2. Improvements to Llanarmon yn Ial Playing Field

Work – purchase of land, parking, outdoor gym, pathways, bowling green, sensory garden, children's play area

Total Cost Estimate - £97,000

Amount Requested - £24,250

### 3. Clawddnewydd Joint Venture Project

Work – refurbish kitchen and bar, demolish toilet and rebuild new shop facility, refurbish cellar and create children's area and sport TV provision, refurbish old shop unit into small business units

Total Cost Estimate - £128,000

Amount Requested - £40,000

**NB. These projects are subject to confirmation of the match funding secured**

## Statistical Appendix

Percentage of...	In Ruthin town	In Denbighshire	In the surrounding Rural Area
Young people aged 15 or under	18.3	18.1	17.6
All people aged 65 or over	21.9	21.1	21
People aged 85 or over	3.9	2.8	2.3
People claiming housing or Council Tax benefit	6.8	7.3	4.3
Overcrowded households	2.0	4.5	0.9
People born in Wales	67.8	58.1	59.0
People over 3 years of age who can speak, read or write Welsh	32.3	27.0	43.0
Working residents who are managers or professionals	10.0	9.9	12.5
Working residents employed in the public sector	36.1	35.7	34.1
Working residents employed in agriculture,	1.9	2.3	7.9
Working residents employed in hotels and restaurants,	8.6	6.9	5.2
Working residents employed in manufacturing	8.3	9.1	9.0
Working residents employed in retail	13.1	14.4	10.7

## Welsh Index of Multiple Deprivation

"Lower Super Output Area"	2005	2008	2011
<b>Town</b>			
Ruthin 1	1148	1187	1316
Ruthin 2	1632	1694	1669
Ruthin 3	1847	1859	1863
<b>Surrounding rural area</b>			
Efenechtyd	1431	1497	1482
Llanarmon yn Iâl/Llandegla	1539	1622	1642
Llanbedr Dyffryn Clwyd/Llangynhafal	1627	1653	1686
Llandyrnog	1428	1301	1384
Llanfair Dyffryn Clwyd/Gwyddelwern	1541	1431	1435
Llanrhaeadr yng Nghinmeirch	1359	1300	1422

Source: Office for National Statistics - 2011 Census

Rural Area covered: Llangynhafal, Gellifor, Llanbedr Dyffryn Clwyd,, Llanferres, Maeshafn, Llanarmon yn Ial, Llandegla, Pentre Celyn, Graigfechan, Llanfair Dyffryn Clwyd, Efenechtyd, Pwllglas, Rhydymedwy, Llanelidan, Gwyddelwern, Betws Gwerfil Goch, Melin y Wig, Derwen, Bryn Saith Marchog, Clawddnewydd, Clocaenog,

Last updated 19.11.13

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## How will we know if we are on track?

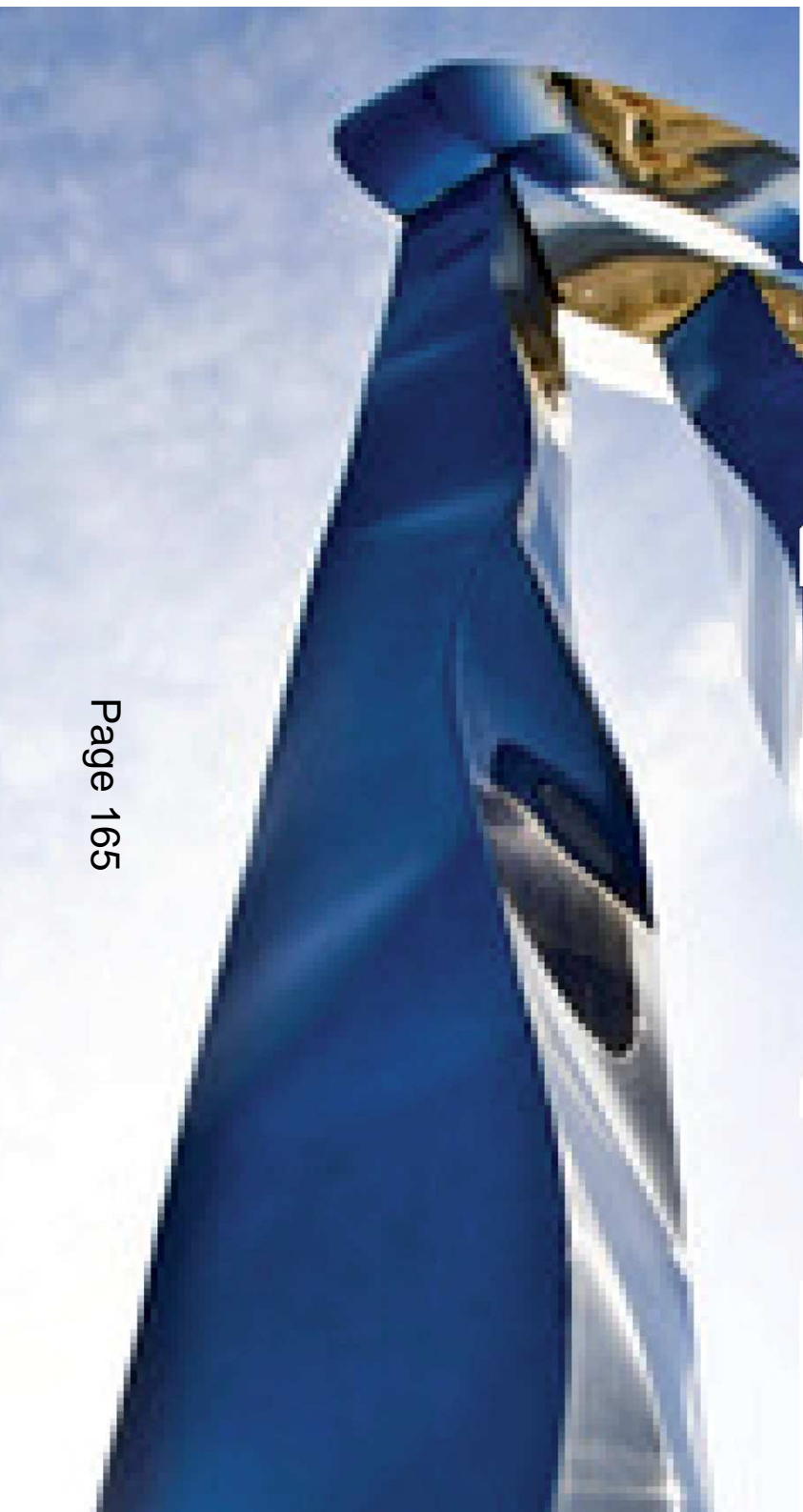
Annual reviews of progress will be undertaken by the County Council together with the Community Council. More regular updates will also be provided to the County Council's Member Area Groups and to the Town Council, and also to the wider community through County Voice and through press releases made by Denbighshire County Council. The Plan will be treated as a living document in which aspirations can be added or removed according to changes in circumstances.

## Who was involved in the production of this plan?

This plan was produced by Denbighshire County Council following consultations with County Council Councilors and services, ward members, community councils, businesses, schools and the wider community.

## For further information contact:

[econ.dev@denbighshire.gov.uk](mailto:econ.dev@denbighshire.gov.uk)



PRESTATYN & MELIDEN  
TOWN & AREA PLAN  
"LOOKING FORWARD TOGETHER"  
2012 – 2020  
NOVEMBER 2013 EDITION

## Introduction

Denbighshire County Council has adopted a strategic aim of being “a high performing council closer to the community”.

To help achieve this aim, the County Council invited the town and community councils and the businesses, community and voluntary sectors in each of its main towns and the smaller outlying communities which relate to them to join together to develop “town plans”. These will be living documents which will be subject to regular reviews and will set out

- the current situation in the towns
- the key challenges and opportunities which they will face over the next decade
- a vision for each town which will provide it with a sustainable future, and
- realistic and achievable actions which will deliver that vision.

The County Council’s Cabinet acknowledged at its meeting on 15<sup>th</sup> January 2013 that the Town Plans had not considered the needs and priorities of smaller and more rural communities and agreed to broaden the Town Plans into wider Town & Area Plans to address this deficit. The Cabinet subsequently agreed at its meeting on 16<sup>th</sup> April 2013 that the new Town & Area Plans would have three sections and these would be

- one identifying the vision and priorities for each Town,
- a second identifying how smaller and more rural communities relate to the main Town, and
- a third setting out any specific needs or priorities for the smaller and more rural communities.

This then is the new Town & Area Plan for Prestatyn & Meliden.



## Section One

### Vision and priorities for Prestatyn

Prestatyn, originally a Roman settlement, is the gateway to the North Wales coastal area, and the most easterly of the North Wales coastal resorts. The town centre is nestled between the hillside and the sea and has a unique location at one end of the Offa's Dyke trail which is popular with visitors from elsewhere in the UK and overseas.

Prestatyn town saw its first major growth when the railway was built between Chester and Holyhead in 1848 and became established as a holiday resort when Thomas Cook built Tower Beach in the 1930's. Pontin's has since built a holiday camp on the former trotting stadium and track.

Prestatyn was home to the national headquarters for Kwik Save until the company was taken over by Somerfield.

Prestatyn has several public facilities including a secondary school (Prestatyn High School) with a leisure centre on site, the Scala Cinema, the Nova, the North Wales Bowls Centre, and a Territorial Army unit. The town is a hub to a number of rural villages and settlements.

**The population of the town of Prestatyn is 16,783.**



## Where we are now

(The actual figures are shown in the Statistical Appendix.)

### People

Compared to the county as a whole, the town of Prestatyn has

- **more people aged over 65,**
- **a higher percentage of over 85's,**
- **fewer young people under 15,**
- **a lower proportion of households which are overcrowded**

### Community

Compared to the county as a whole, fewer people in the town of Prestatyn

- **were born in Wales, and**
- **can speak Welsh.**

The crime rate in the town is lower than the average rate for the county, except for incidences of criminal damage. The crime rate in the Prestatyn East ward is higher than the county average with incidences of criminal damage and theft & handling being higher than average and violence against the person being lower than average. Crime in this ward is generally concentrated in the High Street and at Pontin's. The crime rate in the town's other wards is lower than the average for the county with the rate in the Prestatyn South West ward being particularly low.

The Welsh Government uses a formula to measure deprivation called the "Welsh Index of Multiple Deprivation". Wales is split into 1896 areas which are smaller than County Council wards. Each area is then ranked with the most deprived given a score of 1 and the least deprived as score of 1896.

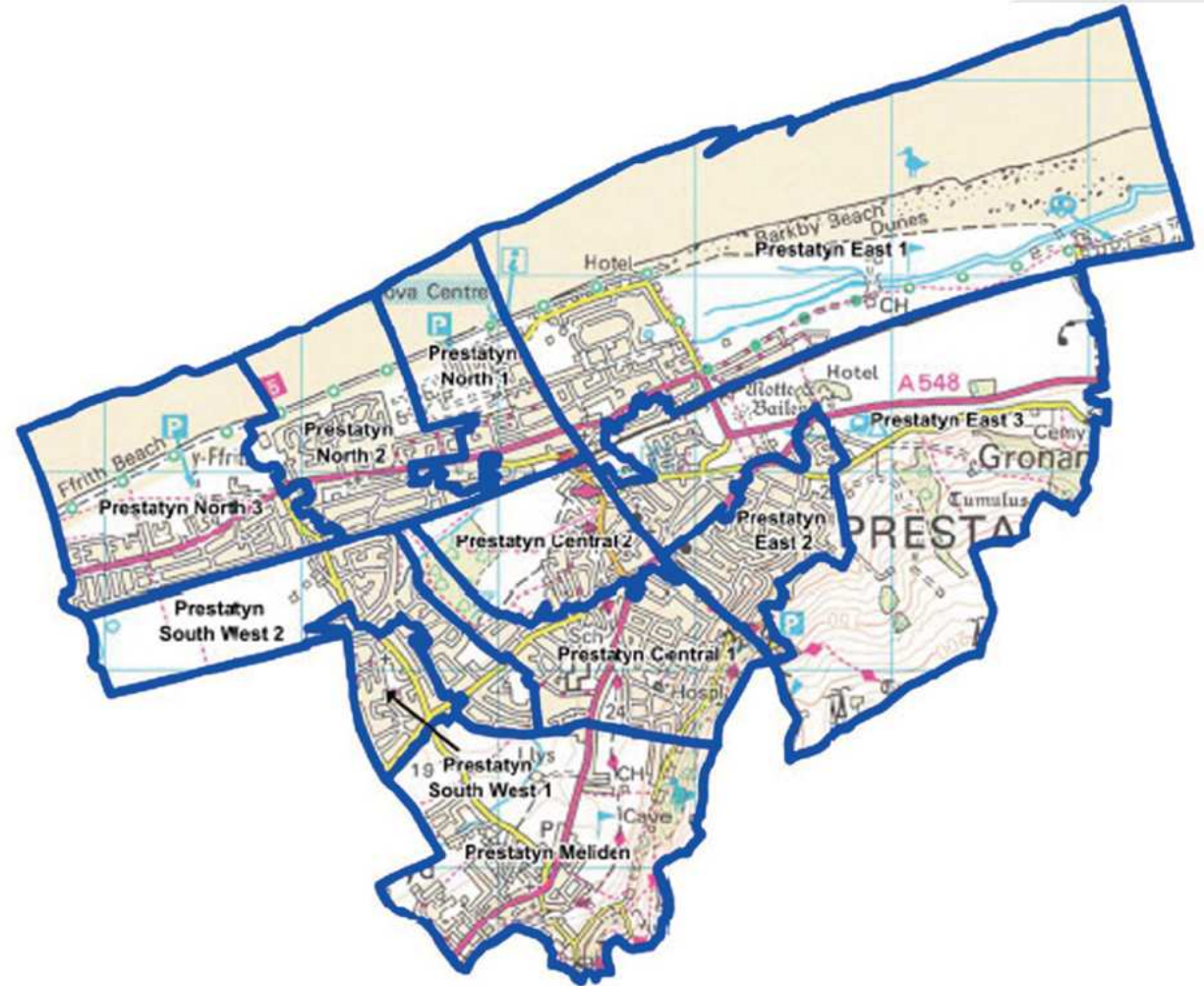
The scores in different years are not directly comparable because the way in which the index is calculated changes over time.



In the 2011 edition of the Index, all the “Lower Super Output Areas” in the town are considered by the Welsh Government to more deprived than they were in 2005, with the exception of Prestatyn North 2 and Prestatyn East 1.

The Prestatyn Central 2 area is considered to be the most deprived in the town in the Indices for 2005, 2008 and 2011 because they were all calculated using data from the 2001 Census for the proportion of housing with no central heating or double glazing. At the time of the 2001 census, many of the Council houses in this particular area had neither central heating nor double glazing. The subsequent investment by the County Council to bring its housing up to the Welsh Housing Quality Standard should mean that by the time that the 2011 Census data is used to calculate the Index, this area should not receive such a high ranking for this reason.

Statistics for the Maes Y Groes and Victoria Avenue area indicated that they could have qualified for Housing Renewal Area status had funding still been available.



Map showing the Lower Super Output Areas in Prestatyn

## Jobs

Compared to the county as a whole,

- **fewer people of working age who live in Prestatyn work in the public sector (although more people in Denbighshire work in this sector than in any other local authority area in Great Britain),**
- **more people work in retail**
- **more people work in hotels and restaurants**
- **a lower percentage of people work in manufacturing, and**
- **a lower percentage of people of working age claim Job Seekers' Allowance.**

Median annual household incomes in Prestatyn are lower than they are for Denbighshire as a whole except in Prestatyn East ward.

## The place

- **The railway presents a physical barrier between the town centre and the beach.**
- **Prestatyn is at one end of the Offa's Dyke trail.**
- **There are about 150 bed spaces in graded hotels and bed & breakfasts and over 8,000 in self-catering accommodation.**
- **Central Beach has been awarded Blue Flag status.**

Whilst there are some vacant units in the town centre in prominent locations, the vacancy rate is actually a lot lower than the national average.

## Vacancy rates for retail premises – Autumn 2012

<b>Prestatyn</b>	<b>7.8%</b>	<b>(14 units)</b>
<b>UK</b>	<b>16.3%</b>	<b>(Colliers International)</b>

Some of the properties in the town centre have been poorly maintained which detracts from its overall appearance.

## Future challenges and opportunities

### People

The number of people aged over 65 and 85 is higher than average for Denbighshire and growing.

There are no longer any major providers of year round employment based in the town itself.

The number of people in the town grows considerably in the summer months with the influx of visitors.

### Community

The Nova would require investment to remain viable in the longer term.

Prestatyn will be eligible for further community funds from the Gwynt y Mor off shore windfarm, and additional funds if Burbo Bank windfarm extension goes ahead.

The deposit Local Development Plan (LDP) for Denbighshire suggested no new allocation of greenfield land for housing in the town. A small site was subsequently identified at Mid Nant Farm which could be developed if other sites cannot be delivered. If adopted, this would mean no significant numbers of new homes being built in the town over the next ten years.

Ysgol y Llys school is to be extended and refurbished.

The statutory process to merge Bodnant Infants and Juniors has been completed but they are still on two sites until funding becomes available to accommodate both on one site.

Secondary school numbers are reducing which will lessen the need for the currently large number of mobile classrooms.

The vicarage, and in particular its grounds which are used for town centre events, was offered for sale.

Prestatyn has successful football and cricket clubs, but the cricket club needs a new pavilion.

There could be an impact on the Scala Cinema following the upgrade and refurbishment of the Apollo Cinema in Rhyl but the Shopping Park will provide up to 3 hours free parking which could be advantageous for cinema goers.

If North Wales Police were to reduce the number of administrative staff based in Victoria Road as has been suggested, there could be an opportunity to relocate the remaining officers to a base in the town centre.

## Jobs

Retailers were given support whilst the Stadium development building work was in progress and this will need to continue once it opens.

The Stadium development will see the original station buildings façade restored.

The Stadium development will bring high street brands to Prestatyn.

There is a new owner at Pontin's which provides an opportunity to invest in the upgrading of the site.

The Holyhead to Chester railway line offers a sustainable means of travelling to centres of employment further afield.

The urban nature of the A548 coast road through Flintshire and the unsuitability of other links to the A55 makes travelling by road to centres of employment further afield more difficult than it need be.

There is an opportunity to make more use of Prestatyn's natural assets for cycling, walking and beach holidays/activities.

The urban nature of the A548 coast road through Flintshire and the unsuitability of other links to the A55 makes traveling by road to centres of employment further afield more difficult than it need be.

There is an opportunity to make more use of Prestatyn's natural assets for cycling, walking and beach holidays / activities.

## The Place

There are several vacant sites, namely; the former Kwik Save headquarters and warehouse, the former Avimo factory, the former Camelot factory and the Former Gas Works site.

Prestatyn is not an easy place to get to by road.

Coronation Gardens is being entered for a Green Flag award which recognizes the best green spaces in the United Kingdom.

## Vision for Prestatyn

We want **Prestatyn**

- to be able to sustain quality employment opportunities in the town itself
- to be a key retail destination for high street brands on the coast between Chester and Llandudno,
- to provide a high quality experience for residents and visitors alike who want to use the Blue Flag beach, walk the Offa's Dyke and Wales Coastal Paths, and cycle along National Cycle Route 5 which also runs along the sea front, and
- to offer environmentally sustainable easy access to centres of employment further afield.

**Making it happen ...**  
for people

What we want to achieve	We will achieve this by	This will be led by	By when
An improvement in educational attainment	Improving facilities for Welsh medium education at Ysgol y Llys	County Council - Modernising Education	1 – 5 years
	Consolidating provision by Bodnant Community School on to a single site	County Council - Modernising Education	1 – 5 years
	Reviewing condition of other primary and secondary schools	County Council - Modernising Education	1 – 5 years

**Making it happen ...**  
for the community

What we want to achieve	We will achieve this by	This will be led by	By when
Improved local services	Looking at the feasibility of operating a shared one stop shop for public services in the town centre	Town Council	1 – 5 years
	Improving the signage and access at the Scala to increase the footfall and link in with the Stadium development	County Council Communications, Marketing & Leisure	1 year
	Looking at the feasibility of providing additional cinema and training facilities on the 3 <sup>rd</sup> floor of the Scala	Scala Prestatyn Company	1 – 5 years
	Providing a replacement skate park / BMX pump track	Town Council	1 – 5 years
Continued provision of a venue for shows such as classic car event and flower show	Requesting a provision in any development proposals for the vicarage	Private Sector	1 – 5 years
Improved leisure facilities	Continuing with the upgrading of the indoor facilities at Prestatyn Leisure Centre	County Council Communications, Marketing & Leisure	1- 5 years
	Working to improve swimming facilities in the coastal area including access to a pool for community use in the town	County Council Communications, Marketing & Leisure	5-10 years
	Supporting the provision of a new cricket pavilion	Cricket Club	5-10 years
	Development of watersports facilities at Barkby Beach	County Council Communications, Marketing & Leisure	5-10 years
Residents and visitors not feeling intimidated by people consuming alcohol in public places	Implementing a Designated Public Place Order within the part of the town covered by the 30 mph speed limit	County Council Planning, & Public Protection	1 year
A reduction in the amount of dog mess in public places	Developing a Council strategy on dog fouling including arrangements for consulting on the introduction of a Dog Control Order within the part of the town covered by the 30 mph speed limit	County Council Planning, & Public Protection	1 year

**Making it happen ...**  
for the economy

What we want to achieve	We will achieve this by	This will be led by	By when
Improved retail offer	Completing Stadium retail development	Private Sector	1 – 5 years
	Bringing retailers in the High Street and on the new Stadium development together with the County Council and Town Council to work in partnership through a “Town Team” approach for the wider benefit of the town centre	County Council Highways & Environmental Services	1 – 5 years
	Looking into the possibility of the Retail Sector Skills Council undertaking a “Location Modelling” exercise for the town centre	County Council Housing & Community Development	1 – 5 years
	Developing and implementing an events programme	Business & Community Forum	1 – 5 years
Additional employment in the town	Redeveloping the old station buildings	Private Sector	1 – 5 years
	Working with the new owners of Pontin’s to maximise the economic benefit of the holiday park for the town	County Council Housing & Community Development	1 – 5 years
	Working with the owners to bring the former Avimo, Camelot and Kwik Save headquarters and warehouse sites back into productive use	County Council Housing & Community Development	5 – 10 years
	Reviewing the use of County Council assets in the town centre including the previous library site in Nant Hall Road and 6/8 Nant Hall Road	County Council Finance & Assets	5 – 10 years
Better road connection to centres of employment further afield	Lobbying for improvements to the A548 coast road through Flintshire and other links	County Council Highways & Environmental Services	5 – 10 years



**Making it happen ...**  
for the place

What we want to achieve	We will achieve this by	This will be led by	By when
Visitors to the town will have a better experience	Implementing a programme of environmental improvements to the sea front including tidying up the outside of the Nova	County Council Housing & Community Development	1 year
	Looking into the feasibility of undertaking further environmental improvements at the sea front including the sea wall, the amusement arcade and Ffrith Beach	County Council Housing & Community Development	1 – 5 years
	Refurbishing the bus station	County Council Highways & Environmental Services	1 year
	Resurfacing the High Street	County Council Highways & Environmental Services	1 – 5 years
	Looking into the feasibility of improving the appearance of town centre pedestrian areas	County Council Highways & Environmental Services	1 – 5 years
	Carrying out a full signage audit both in the town and from the A55 to replace missing signs, restore damaged signs and provide new signs (including signs to the beach) once the Stadium development is complete	County Council Highways & Environmental Services	1 – 5 years
	Reviewing the extensive parking restrictions around Central Beach	County Council Highways & Environmental Services	1 – 5 years
	Improving the look of prominent sites and structures including the shopping precinct and other untidy High Street properties, the former library site in Nant Hall Road, the outdoor market, the former Avimo factory, the former Kwik Save warehouse, the Morfa and the parapets of the Bodnant and Penrhwylyfa railway bridges using enforcement action if necessary	County Council Housing & Development Services	1 – 5 years
The vitality of the town centre is retained	Making empty shops look attractive	County Council Housing & Community Development	1 – 5 years
	Being flexible about the uses allowed	County Council Planning, & Public Protection	1 – 5 years
An improved experience for the visitors joining or leaving the path on Prestatyn hillside	Creating a path between the view point car park and Hillside Gardens which will allow walkers to avoid having to use the road to Gwaenysgor	County Council Highways & Environmental Services	1 year
	Creating a further path from below the Hillside Shelter to the quarry car park which will allow walkers on the National Trail to avoid having to use the road to Gwaenysgor	Offa's Dyke Path Community Interest Company	1 – 5 years
	Improving the appearance of the Hillside Gardens through new planting	Offa's Dyke Path Community Interest Company	1 – 5 years
	Installing traffic calming measures in Fforddlas	County Council Highways &	1 – 5 years

		Environmental Services	
	Restoring the Hillside Shelter	Offa's Dyke Path Community Interest Company	1 – 5 years

## Section Two

### How Meliden relates to Prestatyn

Meliden lies very close to Prestatyn with the developed areas of the two communities now barely 300 metres apart at their nearest point.

However, the village of Meliden has its own important historical and cultural past. The Domesday Book says that there was a church in the village in 1086 but the circular churchyard would suggest that it may have been a burial site even before Christian times. Mining contributed greatly to the economy of the village until the activity ceased in 1884 and the track bed of the former branch line which passed through the village on the quarry at Dyserth now forms a relatively easy walking and cycling route.

The village is today situated in the area which is served by Prestatyn Town Council but it has continued to maintain its distinct character and independent spirit with residents accessing services in other nearby towns as well. For example, the village has its own primary school and children go to the High School and other primary schools in Prestatyn but some go to schools in other towns such as Rhyl, St Asaph and Denbigh. In relation to health care, the village surgery is operated by the Pendyffryn Medical Group which has its base in Prestatyn but it is intended that the future community hospital provision serving the village will be located in Rhyl. Similarly, whilst all of the bus services running through the village serve Prestatyn, they also run directly to other major centres including Rhyl and Llandudno.

There is a relatively limited amount of employment within Meliden itself with just 116 people working in the village (other than from home) at the time of the 2001 census. The wider area does however attract a substantial number of visitors with 8,000 self-catering bed spaces in nearby Prestatyn alone, up to 8,000 cars a day parking at the town's Shopping Park and 26,000 people per annum using the Prestatyn-Dyserth Way. With many of these visitors passing through Meliden, this presents a significant opportunity for growing the village's visitor economy by promoting its fabulous historic and natural environment to them.



## Section Three

### Needs and priorities for Meliden

At the time of the 2011 census, Meliden had 2,066 residents which was a slight reduction compared to the 2,175 recorded during the census in 2001.

Compared with Denbighshire as a whole, Meliden has

- a larger proportion of young people aged 15 or under;
- a smaller proportion of older people aged 65 or over;
- a larger proportion of people who work in the retail and tourism sectors; and
- a smaller proportion of residents who work in the manufacturing and public sectors.

Like the rest of the county, in the ten years since the last census, there has been

- a reduction in the proportion of young people aged 15 or under;
- an increase in the proportion of older people aged 65 or over; and
- an increase in the proportion of residents working in the public sector.

In the adopted Local Development Plan for Denbighshire 2006-21, there are two sites allocated for new housing in the village to the rear of Maes Meurig, and to the rear of Ffordd Hendre (which was not proposed for allocation by the County Council), which would significantly increase its population if both were to be developed. These would be in addition to the 3 new dwellings in Graham Avenue, the 8 new affordable dwellings for local people on the disused garden centre site in Ffordd Talargoch which the County Council's Housing & Community Development service are seeking to develop in conjunction with Cymdeithas Tai Clwyd, the 30 proposed for the former Caravan Park and the 12 proposed for the land behind the car showroom.

## Needs

With this context in mind, the needs identified for the village area are as follows:

### For people

With a relatively young age profile already, any new residential developments in the village would need to include enough housing which young people from the village would be able to afford.

Leisure facilities are required which meet the needs of all the village's young people and the play areas should have the right equipment for the age groups which they serve.

If the two additional sites allocated for housing were to be developed, the facilities at the village's primary school which are already at capacity would need to be enhanced to cater for any increase in the school age population.

### For the community

The community centre is a superb asset for the village but it needs to be well maintained.

The village has a thriving football club playing in the Welsh Alliance League which raises the profile of the village across North Wales, but it needs better changing facilities at its ground.

As a community with a significant population, facilities like the chemist, the post office, the pubs and the doctors' surgery need to be retained and preferably enhanced to include additional services like dental care.

### For the economy

The village has a fascinating history and fantastic setting which would enable it to attract more visitors and support additional jobs in the tourism sector if assets like the Goods Shed and Caravan Park could be returned to use and if more information was available to visitors.

### For the place

There is a free car park in the centre of the village but it is not actively managed which often makes it difficult for people calling at the Post Office, attending services at the church and Blue Badge holders to find a parking space.

The area around the main A547 road through the village is generally very attractive but there are some places where both its appearance and the highway could be enhanced which would make the village a more inviting place for visitors to stop.

### Making this happen ...

for people

Activity	Economic Ambition Strategy reference	This will be led by	Output	Start	Finish	Cost in £000's
Based upon local housing need, seek to achieve appropriate affordable housing provision in sites allocated for residential development in the village in Local Development Plan for Denbighshire to provide enough housing for young people in the village which they can afford	5.3	County Council - Development Control & Planning Compliance	Affordable housing provision included in approved schemes	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2021	
Developing a range of housing options for local people of all ages to enable their housing needs to be better met	5.3	County Council - Community Housing	8 affordable housing units developed on the former Garden Centre site	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2016	
Working with the children of the village to find out what equipment they would like to see in the play areas to meet their needs and using funding from Commuted Sums and Community Housing to provide it	5.3	County Council - Economic & Business Development	Improved play areas	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2017	£20,000
Ensuring that the facilities at the village's primary school are enhanced using funding obtained through the Community Infrastructure Levy imposed on the developers of new housing or elsewhere to accommodate the additional numbers of children in the village which will result from the development of the sites allocated for housing in the Local Development Plan	5.3	County Council - Modernising Education	Improved facilities at Ysgol Melyd	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2021	

**Making this happen ...**  
for the community

Activity	Economic Ambition Strategy Reference	This will be led by	Output	Start	Finish	Cost
Making adequate provision for maintenance of the centre to ensure that it continues to provide an excellent facility for the village	5.3	Prestatyn Town Council	Satisfactory condition survey	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2017	
Helping the football club to access funding to provide better changing facilities at its ground to help it develop and raise the profile of the village across North Wales	5.3	County Council - Economic & Business Development	Funding secured	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2017	£25,000
Encouraging residents to make use of village facilities like the chemist, Post Office, pubs and surgery to ensure that they continue to thrive	5.3	Meliden Residents Action Group	Campaign	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2021	

**Making this happen ...**  
for the economy

Activity	Economic Ambition Strategy Reference	This will be led by	Output	Start	Finish	Cost
Restoring the Goods Shed as a visitor attraction to provide more jobs in the tourism sector	3.1	Meliden Residents Action Group	Building restored	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2017	£50,000

Encouraging the caravan park being returned to use to provide more jobs in the tourism sector	3.1	County Council - Destination Marketing & Communication	Opportunity promoted to potential operators	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2017	
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**Making this happen ...**  
for the place

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Activity	Economic Ambition Strategy Reference	This will be led by	Output	Start	Finish	Cost
Actively managing the village car park to make it easier for people calling at the Post Office, visiting the church and Blue Badge holders to find a space to park	5.3	County Council - Traffic, Parking & Road Safety	Car park actively managed	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2017	
Improving the appearance of properties in the area around the A547 road through the village to make it a more inviting place for visitors to spend time in	5.1	County Council - Development Control & Planning Compliance	Untidy land notices served	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2017	
Supporting the improvement of the appearance of the public realm in the area around the A547 road through the village to make it a more inviting place for visitors to spend time in	6.2	Prestatyn Town Council	Improved planting	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2017	
Improving the on-street parking on the A547 road through the village to make it a more inviting place for visitors to spend time in	6.2	County Council - Traffic, Parking & Road Safety	Better parking bays	1 <sup>st</sup> April 2014	31 <sup>st</sup> March 2021	£25,000

## How will we know if we are on track?

Annual reviews of progress will be undertaken by the County Council together with Prestatyn Town Council. More regular updates will also be provided to the County Council's Member Area Groups and to the Town Council, and also to the wider community through County Voice and through press releases made by Denbighshire County Council. The Plan will be treated as a living document in which aspirations can be added or removed according to changes in circumstances.

## Who was involved in the production of this plan?

This plan was produced by Denbighshire County Council following consultations with County Council Councillors and Services, the Town Council, the Business Group, secondary schools and the wider community.

For further information:  
[econ.dev@denbighshire.gov.uk](mailto:econ.dev@denbighshire.gov.uk)





<b>Statistical Appendix</b> 2011 census data			
<b>Percentage of...</b>	<b>In Prestatyn town</b>	<b>In the village of Meliden</b>	<b>In Denbighshire</b>
Young people aged 15 or under	<b>17.7</b>	<b>21.19</b>	<b>18.1</b>
All people aged 65 or over	<b>25.0</b>	<b>20.5</b>	<b>21.1</b>
People aged 85 or over	<b>3.5</b>	<b>2.3</b>	<b>2.8</b>
Overcrowded households	<b>3.4</b>	<b>3.9</b>	<b>4.5</b>
People born in Wales	<b>47.7</b>	<b>56.3</b>	<b>58.1</b>
People over 3 years of age who can speak, read or write Welsh	<b>16.9</b>	<b>21.7</b>	<b>27.0</b>
Working residents employed in hotels and restaurants	<b>8.1</b>	<b>7.7</b>	<b>6.9</b>
Working residents employed in manufacturing	<b>8.3</b>	<b>6.6</b>	<b>9.1</b>
Working residents in retail	<b>16.6</b>	<b>15.4</b>	<b>14.4</b>
Working residents employed in the public sector	<b>34.7</b>	<b>34.4</b>	<b>35.7</b>

<b>Welsh Index of Multiple Deprivation</b>			
<b>Lower Super Output Area</b>	<b>Ranking in 2005</b>	<b>Ranking in 2008</b>	<b>Ranking in 2011</b>
Prestatyn North 1	<b>1006</b>	<b>843</b>	<b>830</b>
Prestatyn North 2	<b>677</b>	<b>815</b>	<b>745</b>
Prestatyn North 3	<b>609</b>	<b>547</b>	<b>571</b>
Prestatyn Central 1	<b>1694</b>	<b>1578</b>	<b>1592</b>
Prestatyn Central 2	<b>516</b>	<b>330</b>	<b>335</b>
Prestatyn South West 1	<b>978</b>	<b>769</b>	<b>695</b>
Prestatyn South West 2	<b>1119</b>	<b>907</b>	<b>925</b>
Prestatyn East 1	<b>835</b>	<b>725</b>	<b>848</b>
Prestatyn East 2	<b>1843</b>	<b>1851</b>	<b>1833</b>
Prestatyn East 3	<b>1062</b>	<b>1123</b>	<b>1020</b>
Meliden	<b>928</b>	<b>801</b>	<b>766</b>

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**TOWN PLAN BUDGET ALLOCATIONS**

Town	Project	Total cost inc match funding £000	Contribution from Corporate Policy		Re-allocation of funds	DCC Spent to date 2013/14	DCC Sum remaining in budget	Projected over or underspend	Comments
			2012/13 & 2013/14	Later years					
<b>Prestatyn</b>	Shopping precinct makeover-implementation	50.0	50.0			70	49,930	0	The scope of the project has been agreed by the MAG and Major Projects Group are currently seeking tenders with a view to completion during the first quarter of 2014. The works are expected to take 2-3 weeks to complete once on site. The total cost is £52,000 with £2,000 from Proceeds of Crime Act funding and £50,000 from the corporate priority budget.
	Central beach arcade makeover - implementation	50.0	50.0			0	50,000	0	Designs have been completed and are currently being costed with a view to going out to tender and completing the works by Easter.
	New sailing Club - design	30.0	30.0		Development of water sports at Barkby Beach	0	30,000	0	The scope for this project was widened from the original focus on the sailing club by the MAG and the Harbour Master is to attend a future meeting of the MAG to further develop the concept. As a consequence,
	Contribution to construction of new Sailing Club								
	Environmental improvements at the Hillside Gardens and Shelter	20.0	15.0			0	15,000	0	The scope of the work has been agreed with the Major Projects Group and tenders are currently being sought with completion expected during the first quarter of 2014. The total budget is £20,000 with £5,000 from Town Council and £15,000 from the corporate priority budget.
	<b>Sub Total</b>	<b>150.0</b>	<b>145.0</b>			<b>70</b>	<b>144,930</b>	<b>0</b>	
									145,000
<b>St Asaph</b>	Install additional town trail board	2.0	0.8			0	800	0	Cadwyn to match fund - completed, funding not required
	Red Hill steps - install handrail & address root damage	10.0	10.0			8,420.3	1,579.7	0	Final payment invoice received. Project closure imminent
	Provision for the construction of improvements and rebuilding the flood damaged Cricket Club	500.0	50.0		Previously allocated for the Community Centre	0	50,000	0	Offer letter sent out but Group not claimed this as yet.
	Lower St Toilets - makeover & improved security	50.0		50.0		0	0	0	Work not due to start until post April 2014 - 100% corporate allocation
	Contribution to construction of Cathedral visitor centre	300.0		50.0		0	0	0	£520,000 required to fund project. Heritage Lottery bid for £365k submitted. Fundraising to date £63k. Further bids to be submitted early 2014
	Legal and other costs for transfer of Rhuallt Playing Fields to Community Council		12.0			0	12,000	0	New project - added as part of the Area Plan process
	Extension of double yellow lines at Trefnant		2.0			0	2,000	0	New project - added as part of the Area Plan process
	Extension of layby at Cefn Meiriadog		5.0			0	5,000	0	New project - added as part of the Area Plan process
	Fingerposts for historic sites in Bodelwyddan		5.0			0	5,000	0	New project - added as part of the Area Plan process
	<b>Sub Total</b>	<b>862.0</b>	<b>84.8</b>	<b>100.0</b>		<b>8,420</b>	<b>76,380</b>	<b>0</b>	
									84,800
<b>Rhuddlan</b>	Finger posts to the Castle & Twt Hill	3.0	1.2			222.22	977.78	0	Cadwyn to match fund. Project submitted to Major projects for quotes so application to Cadwyn can be completed
	Install additional town trail board	2.0	0.8			65.35	734.65	0	Cadwyn match funded, project completed
	Installation of illumination for wooden sculpture of knights in Tan yr Eglwys Road	3.0	1.2			0	1,200	0	Cadwyn to match fund. Legal transfer of ownership underway. Upon completion, application to Cadwyn will be submitted
	Installation of interpretation at ditched defences in Gwindy Street	2.0	0.8			0	800	0	Cadwyn to match fund. Meeting with Cadw due to take place to discuss. Application to Cadwyn to follow.
	Marsh Road Pavement - feasibility study	4.0	2.0			333.46	1,666.54	0	Cadwyn to match fund. Awaiting approval of Cadwyn Clwyd application. Currently with Major Projects for quotes for works
	Marsh Road pavement - construction	25.0	25.0			0	25,000	0	To follow study
	Dropped kerb between Parliament Street and King's Head car parks	1.0	1.0			1,105.00	0.00	105	Project completed with £105 overspend
		50.0	15.0		Contribution to design of changing rooms at Admiral's Playing Fields	0	15,000.0	0	Cadwyn to match fund. On hold
	Cylch Meithrin		1.5				1.50		
	Open the Box Study		2.85				2.85		
	Benches		0.5				0.5		
	Parking review		2.5				2.5		
	Cemetery review		2.0				2.0		
	Mobile toilets at Admirals Playing Fields		2.0				2.0		
	Remainder to be re-allocated		3.65				3.65		
	Contribution to a One Stop Shop hub for learning and information	250.0		50.0	Contribution to construction of changing rooms at Admirals's Playing Fields	0	0	0	
	<b>Sub Total</b>	<b>340.0</b>	<b>47.0</b>	<b>50.0</b>		<b>1,726.03</b>	<b>45,274</b>	<b>105</b>	
									47,000
<b>Denbigh</b>	Design guide	5.0	2.0			0	2,000	0	Cadwyn to match fund
	Implementation of design guide recommendations for street furniture etc	50.0		20.0		0	0	0	Cadwyn to match fund
	Chapel quarter feasibility study	10.0	3.0			0	3,000	0	Cadwyn to match fund
	Install additional town trail board	2.0	0.8			0	800	0	Cadwyn to match fund
	New toilets at Lower Park	50.0	50.0			0	50,000	0	
	Gap funding for eye sore sites	100.0		100.0		0	0	0	
	Rhyl Road & Barkers Well Lane congestion - traffic study	30.0	30.0			0	30,000	0	
	Rhyl Road & Barkers Well Lane congestion - implementation of study recommendations	200.0		200.0		0	0	0	
	Contribution to restoration of Gwasg Gee building	1300.0		50.0		0	0	0	
	Contribution to conversion & fitting out of museum	600.0	50.0			50,000	0	0	Application form completed awaiting signed copy of Cllr Gwyneth Kensler. Project approved. Payment made 16/12/2013
	<b>Sub Total</b>	<b>2347.0</b>	<b>135.8</b>	<b>370.0</b>		<b>50,000</b>	<b>85,800</b>	<b>0</b>	
									135,800
<b>Ruthin</b>	St Peter's Square channelisation of traffic - detailed design	30.0	30.0			0	30,000	0	
	St Peter's Square - channelisation of traffic - implementation	200.0		200.0		0	0	0	
	Art Trail	200.0	20.0			0	20,000	0	
	Town Marketing Strategy	12.0	5.0			0	5,000	0	Potential for Cadwyn to match fund
	Cyffenter - Cwrw Ial Brewery		23.4			23,394	0	0	DCC match funding element
	Cyffenter - Llanarmon Shop		18.0			18,026	0	0	DCC match funding element
	<b>Sub Total</b>	<b>442.0</b>	<b>96.4</b>	<b>200.0</b>		<b>41,420</b>	<b>55,000</b>	<b>0</b>	
									96,420

<b>Corwen</b>	Railway Phase II extension feasibility study	90.0	40.0		8.5k - Climate Control Garden 15k	4,000	40,000	0	Rural Development Plan Lead Body to fund an economic case for Phase 2 (approx cost 15-20K 100% funded through RDP).
	Improvements to derelict land near Royal Oak	10.0	4.0		- Toilet refurbishment 4k - Arts in Residency 25k - matching for future programme				Awaiting on cost code form Countryside on transfer of 8.5K, DCC environmental services getting cost on refurbishment of toilets. Awaiting on proposal for £4K Arts in Residency - invoice rec'd. Town Plan Champion wants to roll over underspent monies to developing Pavilion site. Including any underspend on Gritter makeover.
	Contribution to Phase I station platform	100.0	20.0			18,426	1,574	0	Cyfenter to match fund - Total project cost £59,074 (DCC £18,426, ERDF £40,648)
	Gritter garage makeover	10.0	10.0			0	10,000	0	Work to be done in Spring Revised Cost - £5,448
	Survey of community buildings	10.0	3.0			3,000	0	0	Total project cost £6,000. Cadwyn to match fund. Awaiting invoice. Paid 18/12/2013 - £6k - Glyndwr University
	Contribution to future community building	500.0		50.0		0	0	0	
	Match funding for Feasibility Study on Community Uses for redundant School buildings		5.0			0	5,000	0	Grant application to cadwyn submitted by Group.
	Youth Club Provision		3.0			0	3,000		Transfer of funding to Youth service early new year.
	Training & Business Support for development of new businesses		10.0			0	10,000		Possible linking to outdoor providers
	<b>Sub Total</b>	<b>720.0</b>	<b>95.0</b>	<b>50.0</b>		<b>25,426</b>	<b>69,574</b>	<b>0</b>	
<b>Llangollen</b>	Contribution to pre-school building		30.0			0	30,000	0	Potential for Cyfenter to match fund, following meeting with CIC this has been re-assigned as Cadwyn match funding as unable to meet Cyfenter timescales. Awaiting info from CIC
	Contribution to Sports Association car park		30.0			30,000	0	0	Offer letter sent out 17.6.2013. Signed and returned T&C 8.7.2013. Awaiting Claim from Sports association.
	Contribution to Chain Bridge restoration	180.0	20.0			14,500	5,500	0	Town & Community Councils & Heritage Lottery to match fund. Offer letter sent out 25.9.2013, Upfront payment of £14,500 made on 16/12/13
	Contribution to stimulate construction of business units	1200.0		200.0		0	0	0	
	Engineer's Report on feasibility of providing footway on dangerous stretch of A542		5.0			0	5,000		Initial meeting with Highways to progress study.
	Valuation Report for Burial Ground in Llantysilio		0.5			0	500		Progressing with DCC Valuation & Estates - Initial meeting to be held in January 2014.
	Purchasing gritter attachment for tractors (includes £500 for report and 5 years revenue costs)		13.0			0	13,000		Initial discussion held with highways.
	<b>Sub Total</b>	<b>1380.0</b>	<b>98.5</b>	<b>200.0</b>		<b>44,500</b>	<b>54,000</b>	<b>0</b>	
	<b>Total for initial allocations</b>		<b>702.5</b>			<b>171,563</b>	<b>530,957</b>		

95,000

98,500

702,520

=

Town and Area Plans  
2 December 2013

Equality Impact Assessment

## Town and Area Plans

**Contact:** Tom Booty  
Economic & Business Development Manager

**Updated:** 2 December 2013

### 1. What type of proposal / decision is being assessed?

A strategic or service plan

### 2. What is the purpose of this proposal / decision, and what change (to staff or the community) will occur as a result of its implementation?

The Town and Area Plans outline the needs and aspirations of Denbighshire's communities, identifies priority projects and initiatives to be progressed and allocates funding for their implementation.

### 3. Does this proposal / decision require an equality impact assessment? If no, please explain why.

*Please note: if the proposal will have an impact on people (staff or the community) then an equality impact assessment **must** be undertaken*

Yes

### 4. Please provide a summary of the steps taken, and the information used, to carry out this assessment, including any engagement undertaken

*(Please refer to section 1 in the toolkit for guidance)*

The Town and Area Plans have been developed initially from a desk -based needs assessment, but followed by a comprehensive consultation process that involved local Members, Community Councils, third sector organisations, and local businesses. The projects and activities detailed in the plans have arisen from this process of research and consultation, and therefore should broadly reflect the aspirations of those communities and individual groups within those communities.

**5. Will this proposal / decision have a positive impact on any of the protected characteristics (age; disability; gender-reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)?**  
*(Please refer to section 1 in the toolkit for a description of the protected characteristics)*

The projects and actions arising from the Town and Area Plans are enhancements to current provision, and on this basis should have a positive impact on some of the protected characteristics. The projects and activities identified within the Town and Area Plans are at a high level with further work on their development and justification required. As these projects and initiatives are developed a specific Equality Impact Assessment will be undertaken at the appropriate stage and with this a more detailed assessment of impact on protected characteristics undertaken.

**6. Will this proposal / decision have a disproportionate negative impact on any of the protected characteristics (age; disability; gender-reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)?**

The projects and actions arising from the Town and Area Plans are enhancements to current provision, and on this basis will not have any disproportionate negative impact on any of the protected characteristics. The projects and activities identified within the Town and Area Plans are at a high level with further work on their development and justification required. As these projects and initiatives are developed a specific Equality Impact Assessment will be undertaken at the appropriate stage and with this a more detailed assessment of impact on protected characteristics undertaken.

**7. Has the proposal / decision been amended to eliminate or reduce any potential disproportionate negative impact? If no, please explain why.**

No	
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**8. Have you identified any further actions to address and / or monitor any potential negative impact(s)?**

Yes	<p>Individual Equality Impact Assessments for specific projects or activities detailed within the Town and Area Plans will be developed at the appropriate stage to provide a more detailed understanding of, and action to address, any negative impact on the protected characteristics.</p>
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## 9. Declaration

Every reasonable effort has been made to eliminate or reduce any potential disproportionate impact on people sharing protected characteristics. The actual impact of the proposal / decision will be reviewed at the appropriate stage.

Review Date:	2 December 2013
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Name of Lead Officer for Equality Impact Assessment	Date
Tom Booty	02/12/13

**Please note you will be required to publish the outcome of the equality impact assessment if you identify a substantial likely impact.**



**Report To:** Cabinet

**Date of Meeting:** 18<sup>th</sup> February 2014

**Lead Member / Officer:** Cllr Julian Thompson Hill – Lead Member for Finance & Assets

**Report Author:** Bryn Williams

**Title:** Vacation of Ty Nant

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**1. What is the report about?**

- 1.1 The report outlines the current situation in respect of the vacation of the Ty Nant Offices.

**2. What is the reason for making this report?**

- 2.1 A decision is required on whether Cabinet support the decision to vacate Ty Nant with no alternative use identified.

**3. What are the Recommendations?**

- 3.1 That Cabinet support and approve the proposal to vacate the Ty Nant building and maintain it in a safe and secure state and to continue marketing the building for lease hold disposal, pending the development of a planning brief to facilitate the long term development plan for the Nant Hall Road Site.

**4. Report details.**

- 4.1 On the 30<sup>th</sup> July 2013 and relating to a report titled 'North Denbighshire Office Accommodation Review', Cabinet approved the vacation of Ty Nant with the proviso that alternative use is found for the building. Cabinet also approved the undertaking of a marketing exercise to lease Ty Nant out on a medium term basis, on the understanding that if a suitable tenant could not be found the matter would be brought back to Cabinet for further consideration (see extract of minutes in Appendix 1).
- 4.2 In September 2013 Property approached a commercial letting agent in order to ascertain the demand for this type of property in Prestatyn. Ty Nant was formally placed on the open market with a view to let on a medium term basis. To date there has been no meaningful interest.
- 4.3 Since July 2013 work has been undertaken by officers in Property in trying to establish alternative uses for Ty Nant by Denbighshire County Council. The table below illustrates the findings;

Options Considered	Outcome
Office Accommodation	<ul style="list-style-type: none"> <li>• As a result of the on going Modernisation Programme, the need for this type of use in Ty Nant is decreasing.</li> <li>• In the last twelve months there has been no Service request for office accommodation in the Prestatyn area.</li> </ul>
Meeting Facilities	<ul style="list-style-type: none"> <li>• Similarly to office accommodation, the need for meeting facilities in Prestatyn is decreasing.</li> <li>• Studies have been carried out on the utilisation of existing meeting facilities in the north and have shown that losing the two meeting rooms in Ty Nant would not affect the overall provision.</li> </ul>
Training Facilities	<ul style="list-style-type: none"> <li>• There is currently no training provision delivered from Ty Nant.</li> <li>• The Authority currently has sufficient established training facilities located throughout the county.</li> <li>• There has been no Service request to locate training facilities in the Prestatyn area.</li> </ul>
Corporate Storage	<ul style="list-style-type: none"> <li>• The Corporate Store in Ruthin is adequate for the authorities' needs.</li> <li>• Ty Nant's physical layout does not lend itself well to be used as storage.</li> </ul>

4.4 In November the Cash Desk Service relocated from Ty Nant to the new Prestatyn Library and as a result there is now no front facing service at Ty Nant. Work is on going involving; Property, ICT, HR and the relevant Services in developing a relocation plan for the remaining staff as agreed at Cabinet.

## 5. How does the decision contribute to the Corporate Priorities?

- 5.1 The rationalisation of the Corporate Office Portfolio is directly linked to the Council Priority of Modernisation, Efficiencies and Improved Service Delivery. The Corporate Plan states “We will reduce the cost of services by reducing the amount of office buildings, business travel and other costs such as printing”
- 5.2 The potential development of town centre sites in conjunction with regeneration strategies contributes to the Council’s priority for development of local economies.

## 6. What will it cost and how will it affect other services?

- 6.1 Approximate costs for relocation have been determined through consultation with all affected services to determine needs, whilst work is on going to determine a final business provisional costs are as follows;

• New furniture	£ 15,000
• Staff storage lockers etc.	£ 5,000
• ICT cabling and port connections	£ 16,000
• Associated electric costs	£ 5,000
• Physical move costs	£ 4,000
• Building Work	£ 10,000
• Disturbance Allowance	£ 17,000

Total £ 72,000

+ 10 % Contingency £ 79,200

It must be noted that the above figures are based on the information that is currently available and have been adjusted up to reflect the worst case scenario. It is anticipated that the overall costs will not exceed the annual running costs of the Ty Nant building (Circa £88K p/a).

The costs of the move will be funded from the spend to save reserve to allow the savings to be realised in 2014/15.

- 6.2 The total running costs for Ty Nant in 2011/12 was £88,558(including NNDR) and it currently has a backlog maintenance of £42,531. If vacated it would cost approximately £10,000 per annum (excluding NNDR) to keep it empty and secure, this is providing there would be no unforeseen costs i.e. storm damage or vandalism etc. The rates are currently £17,854 p.a. but if vacated we would be eligible for 100% relief for the first three months, hence in the first year we would save £65,168 and in the subsequent years the building remained vacant we would save £60,704.
- 6.3 Marketing costs are anticipated to be in the region of £8K and initial planning brief and feasibility costs in the region of £10K for both studies. Feasibility costs will be met by Property.

- 6.4 Affected services are: Adult Services; Children's Services; Housing Services; Revenues & Benefits, Planning & Public Protection and ICT. Detailed impacts will be determined through service consultation and the application of modernisation principles to specific service delivery areas.
- 7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision? The completed EqIA template should be attached as an appendix to the report.**
- 7.1 No positive or disproportionately negative impacts are anticipated. Any issues will be identified through staff and service consultations and eliminated/mitigated where possible. EqIA included as Appendix 2.
- 8. What consultations have been carried out with Scrutiny and others?**
- 8.1 The proposals have been presented at both Rhyl and Prestatyn Member Area Groups. Responses are included in Appendix 3.
- 8.2 Initial consultations have been undertaken with a number of relevant Heads of Service (Adult Services, Children's Services and Housing Services) together with staff currently located in Ty Nant. Comments/responses are included in Appendix 3.
- 8.3 Updates are being given to Prestatyn Members at the Member Area Groups.
- 9. Chief Finance Officer Statement**
- 9.1 As a result of continuing progress on flexible working, the building has become surplus to requirements. Attempts to let it have been unsuccessful, and the building needs to be vacated. Vacating the building does give the Council other opportunities when the building is considered along with the vacant library site and car park.
- 10. What risks are there and is there anything we can do to reduce them?**
- 10.1 The most prominent risk is if the building remains empty whilst a business plan for the entire site is being formulated. These could include; vandalism, public perception of a Council owned property standing empty. The actions we can take to address this risk is to continue the marketing exercise and consider any emerging DCC needs for the building.
- 10.2 As detailed in 6.2, there is a risk of losing out on a potential saving of approximately £60,000 in annual running costs. This is considered as a risk as we would be keeping a building with no operational use identified.
- 11. Power to make the Decision**
- 11.1 Sections 111,120,123 & 132 of The Local Government Act 1972

## 9 NORTH DENBIGHSHIRE OFFICE ACCOMMODATION REVIEW

Councillor Julian Thompson-Hill, Lead Member for Finance and Assets presented the report seeking Cabinet's approval of the office rationalisation proposals for North Denbighshire together with the formulation of long term development plans.

The report outlined the work undertaken in respect of the North Denbighshire Office Accommodation Review together with an outline of the strategic considerations and recommendations. Councillor Thompson-Hill elaborated upon the rationale behind the final proposals which involved the vacation of Prestatyn Ty Nant offices subject to alternative use being identified. Long term proposals included potential development for the Prestatyn site and a new office building in Rhyl. Reference was also made to the consultation exercise and concerns raised together with the responses thereto. Councillor Barbara Smith advised that the review was part of the modernisation strategy and highlighted the involvement of the Modernisation Board within the process and the importance of progressing with the proposals as soon as possible.

Cabinet was pleased that progress was being made in reviewing assets and addressing the issue of surplus buildings. Members questioned various aspects of the office accommodation review process and findings in order to satisfy themselves that the final proposals presented the best way forward. In commenting on the report members expressed specific concern regarding the poor condition and high costs associated with 6 – 8 Nant Hall Road. Councillor Julian Thompson-Hill and officers responded to members' questions and comments as follows –

acknowledged concerns regarding the poor condition and high cost of 6 – 8 Nant Hall Road detailing the reasons why it had not been included within the initial phase but would be addressed as part of the longer term proposals

under current practice relocation expenses would be paid to affected staff who would travel further to work as a result of the proposals

agreed that uncertainties surrounding the proposals could be unsettling for staff and if Cabinet approved the recommendations they would be progressed as soon as possible with sensitivity to staff and minimum disruption

elaborated upon the role of Property Services, HR and ICT within the process to ensure a smooth transition and facilitate alternative working practices

provided assurances regarding the leasing arrangements for Brighton Road whose landlord wished to retain the Council as tenant

provided some indicative savings arising from the proposals in terms of operating and leasing costs but more definite figures would be produced following the marketing exercise and formulation of the business case.

Councillor Hugh Irving considered Ty Nant an asset showing the Council's commitment and presence in the town and raised concerns regarding the economic impact of the proposals. He felt it did not make business sense to continue to lease 64 Brighton Road when the Council owned Ty Nant outright and suggested that Brighton Road could be partially vacated and relocated to Prestatyn to reduce rental costs. He also expressed doubts about finding a tenant for Ty Nant and sought assurances that, if the proposals were approved, Ty Nant would remain in commission until a tenant had been found. The following responses were provided:

assurances were given that Ty Nant would remain in commission until the marketing exercise had been undertaken to determine interest and value

it was anticipated that, providing the Council was flexible, a tenant could be found quickly – however, if a tenant could not be found the matter would be brought back to Cabinet for further consideration

it was submitted that staff based in Ty Nant did not contribute significantly to the town's economy which would be mitigated in any event by securing a new tenant and potential significant investment from future development of the site

the leasing of 64 Brighton Road represented good value for money.

During debate it was accepted that the Council had too much office space and needed to reduce it in line with service delivery needs and in order to make cost savings. In light of the findings of the accommodation review the consensus was that there was no business case to retain Ty Nant and Cabinet supported the recommendations as set out in the report as the best option for rationalisation of office accommodation in the North of the county.

**RESOLVED** that Cabinet –

*(a) approves the vacation of the Prestatyn Ty Nant offices (subject to alternative use being identified and implemented) as the preferred option (option 3 as outlined in paragraphs 4.7 – 4.9 as set out in the report) for office rationalisation in the North of the County;*

*(b) approves the undertaking of a marketing exercise for the Prestatyn Ty Nant building on a medium term leasehold basis to facilitate the vacation of the building by Denbighshire County Council staff, and*

*(c) approves the formulation of a Planning Brief to facilitate a long term development plan for the Prestatyn site outlined in red in Appendix 1 to the report and the development of a design brief and feasibility study for the provision of a new office building in Rhyl.*

**Appendix 2**

North DCC Office Accommodation Review.

28<sup>th</sup> January 2014

Equality Impact Assessment

# Vacation of Prestatyn Ty Nant

Contact: David Lorey. Property

Updated: 28/01/14

## 1. What type of proposal / decision is being assessed?

A project proposal

## 2. What is the purpose of this proposal / decision, and what change (to staff or the community) will occur as a result of its implementation?

Relocation of staff from Prestatyn offices to alternative accommodation within the existing office portfolio.

## 3. Does this proposal / decision require an equality impact assessment? If no, please explain why.

*Please note: if the proposal will have an impact on people (staff or the community) then an equality impact assessment **must** be undertaken*

Yes

<If no, briefly summarise the reasons for this decision here, and skip ahead to the declaration at the end>

## 4. Please provide a summary of the steps taken, and the information used, to carry out this assessment, including any engagement undertaken

*(Please refer to section 1 in the toolkit for guidance)*

Due to the nature of the service provided by the staff currently located in the Ty Nant building, there will be minimal disruption to service users - service provision is undertaken through home visits. Relocated staff will be accommodated in existing DCC accommodation already utilised as office space.

Initial staff consultation has taken place and issues recorded. The proposed relocations and accommodation allocations will be planned through further staff consultation to determine specific service and individual needs and accommodate where possible.

## 5. Will this proposal / decision have a positive impact on any of the protected characteristics (age; disability; gender-



**reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)?**  
*(Please refer to section 1 in the toolkit for a description of the protected characteristics)*

None
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**6. Will this proposal / decision have a disproportionate negative impact on any of the protected characteristics (age; disability; gender-reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation)?**

None. It is unlikely that the relocation from one office environment to another would create a negative impact. Any emerging issues will be identified through further staff consultation and eliminated or mitigated where possible.
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**7. Has the proposal / decision been amended to eliminate or reduce any potential disproportionate negative impact? If no, please explain why.**

No	None identified or anticipated.
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**8. Have you identified any further actions to address and / or monitor any potential negative impact(s)?**

No	
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Action(s)	Owner	By when?
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**9. Declaration**

Every reasonable effort has been made to eliminate or reduce any potential disproportionate impact on people sharing protected characteristics. The actual impact of the proposal / decision will be reviewed at the appropriate stage.

<b>Review Date:</b>	28/01/14
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Name of Lead Officer for Equality Impact Assessment	Date
David Lorey	28/01/14

**Please note you will be required to publish the outcome of the equality impact assessment if you identify a substantial likely impact.**

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**Consultation Responses:****Prestatyn Member Area Group:**

<b>Response Issue</b>	<b>Mitigation</b>
Detrimental economic impact on the Town Centre	Alternative use to be secured for the building prior to vacation of DCC staff; Development opportunity for whole site represents a potentially significant level of inward investment.
Cheaper to bring 6-8 Nant Hall Road back into use as office accommodation	The building is unsuitable for modern office accommodation. There are equality issues, the maintenance backlog is significant and heating the building is uneconomical. Not economically viable.
Questionable demand for office space within the town if not used by DCC	The marketing exercise will determine this. Good quality commercial accommodation close to the town centre is in short supply – this has been notable when trying to relocate private businesses to facilitate the Prestatyn Library relocation project.
Removes a DCC customer facing facility	The use of the frontline customer facing facilities is low. The new Library will facilitate the customer service requirement.
The building is capable of supporting front line staff	The building is in the wrong location for core service need. This is Rhyl – which is why the 64 Brighton Road building is so fully utilised
The 64 Brighton Road building is leased (Circa £100K p/a lease cost), this can't be cost effective	The building represents the lowest cost per staff member of all the locations under consideration. The accommodation is of relatively poor standard, but extremely cheap. Negotiations with the landlord will be undertaken pending the development of a proposal for a new office building in Rhyl.
Generally unacceptable to the Prestatyn Members (voted against 7 – 2)	None – noted.

**Rhyl Member Area Group**

<b>Response Issue</b>	<b>Mitigation</b>
Need to ensure staff are not “shoe horned” in	All teams will be consulted with (Ty Nant, Brighton Rd & Russell Hse) to determine needs. Principles of modernisation will be applied and a spatial efficiency of 30% is anticipated. This should be more than adequate to accommodate the Ty Nant staff. The H&S at Work regulations will apply and Corporate H&S will have an overview of all proposals.
Car Parking could be an issue with the generation of additional visitors	The service delivered is generally off site – staff parking pressures should be minimal and no additional visitors to the buildings are

	anticipated. DCC has no obligation to provide free car parking for staff and there are adequate car parking facilities within walking distance.
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**Ty Nant Staff:**

<b>Response Issue</b>	<b>Mitigation</b>
Need to give clear messages about how it all fits together e.g. proposals re Ty Nant with mobile working pilot in Brighton Road	Agreed – all proposed pilots and accommodation changes should be developed through the Modernisation Board.
Some concerns from admin - seems to be about whether they might have to travel e.g. to Ruthin	This will be determined by service need through consultation.
Timescales i.e. when is move likely to happen x several enquirers	To be determined – all staff will be kept informed through their management channels
Having time to prepare- boxing up, sorting out technology, using opportunity to move from paper heavy environment. Need as much notice as possible	Decluttering exercises will be arranged prior to moves. Service departments should be working toward more efficient ways of working irrespective of physical moves.
some staff already work considerably from home and don't experience problems	N/A
Have experience also of moving from paper to electronic files- v much in favour	N/A
<p>What will mobile working look like? Contracts/Commissioning Team</p> <p>Need to have time, as a team, to think about what form of mobile working could work</p> <p>Different needs for different individuals ie some have space at home so OK, others have family at home which would interfere with work</p> <p>Whole of team will need to come together regularly to be able to bounce ideas off each other; team time is really important</p> <p>Questions about storage and where will all the paper go- was an issue about how personal files would work in flex office environment</p> <p>Carrying laptop around- weight- particular problem potentially in Brighton Road where no lift. Need lightweight technology</p> <p>How would confidentiality issues work if working from home- protecting individual details, details in invoices</p> <p>Concerns about loss of meeting rooms, needing to make sure teams have opportunities to meet</p>	<p>These are service/individual specific needs which will be taken into consideration when developing the best service delivery and accommodation model.</p> <p>All subject to discussions with each service team.</p>

Need to make better use of community and church spaces- Trefnant and Llanrhaeadr given as examples- excellent local facilities on main road N/S- with good disabled access as have been refurbished with grant	The Council does not need the levels of purpose built accommodation it currently utilises for office space – there is no need to utilise other space unless there is a specific geographical need.
Will all staff go to Rhyl?	To be determined by service needs.
Issue from member of staff in Russell House- how to work through the issues of having fewer desks than people though accept the need to work out a solution	Studies have shown that desk utilisation is, on average, below 50%. Where implemented, DCC teams are managing adequately with desk/staff ratios of 7 – 10. Analysing service needs will be key to determining desk/staff ratios per team.
- Where is the business case esp bearing in mind good quality of Ty Nant cp Brighton Road?	The business case is being developed. Ty Nant is not capable of accommodating sufficient numbers to facilitate rationalisation. The geographic location is also not crucial to service needs.
Why not use Warren Drive?	This was utilised previously – too expensive and part of the rationale for moving to Brighton Rd.
Why use Brighton Road- poor quality, poor facilities, no disabled access, rats and infestations.....will there be improvements?	Negotiations will be undertaken with the landlord to determine the best value solution for the Council – reduced rents allowing DCC to invest or market rent with the landlord undertaking improvements. All pending a feasibility study into a new office building in Rhyl
What is evidence that there is demand for town centre development to replace Council occupation	Full development potential may take 3-5 years to be realised. However, this is not adequate justification for retaining a building which could be vacated and realise income.
Car parking will be big issue in Rhyl- how will that be managed?	No additional visitors to the buildings in Rhyl are anticipated – the Ty Nant building has low levels of customer service. There are adequate car parking facilities within walking distance.

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**Report To:** Cabinet

**Date of Meeting:** 18 February 2014

**Lead Member / Officer:** David Smith, Lead Member Public Realm

**Report Author:** Steve Parker, Head of Environmental Services

**Title:** Approval of Preferred Bidder, and the second Inter-Authority Agreement - North Wales Residual Waste Project (NWRWTP)

## **1. What is the report about?**

In February 2008 Cabinet gave its approval for DCC to enter into a formal partnership with four other north Wales councils, to jointly procure a 25 year contract for the provision of residual waste disposal facilities. This report seeks support for two important steps in the process.

## **2. What is the reason for making this report?**

In order to facilitate the procurement process, all councils involved in the partnership, subsequently signed-up to a formal Inter Authority Agreement (IAA1). Under this agreement, delegated decision making authority was given to the Project Board and the Project Committee, with a number of key decisions still being reserved for individual councils. This report is about two of those reserved matters, i.e. confirmation of the final preferred bidder, and approval of the second Inter Authority Agreement (IAA2). This report provides information that is designed to allow Cabinet endorse the suggested course(s) of action.

## **3. What are the Recommendations?**

- a) Members are asked to approve the award of Preferred Bidder status to Wheelabrator Technologies Inc (WTI), on the basis that following a rigorous dialogue and negotiation with WTI, the Call for Final Tender (CFT) bid submitted by WTI represents value for money for the partnership; and that following detailed financial, legal and technical evaluation of WTI's CFT bid, the partnership is satisfied with the risk balance proposed with the contract 'Project Agreement')
- b) Members grant authority to the North Wales Residual Waste Joint Committee to take all necessary steps to take the process forward with WTI from Preferred Bidder through to Financial Close, and award a contract.
- c) To commit to the Partnership and the Project by adopting, along with the other 4 councils, the principles in the 2<sup>nd</sup> Inter-Authority Agreement which reflect the key terms of the Project Agreement to be entered into by the Lead Council with the Preferred Bidder on Contract Award.
- d) To delegate authority to the Lead Chief Executive to finalise the 2<sup>nd</sup> Inter-Authority Agreement for signing by the constituent authorities, and to circulate the finalised agreement to the Monitoring Officers of all 5 Authorities take into account the views of all constituent Authorities and to refer back to the Joint Committee for approval any material departures from the agreed principles.
- e) To agree to sign the 2<sup>nd</sup> Inter Authority Agreement once it has been finalised in accordance with the above procedure

#### **4. Report details.**

##### **4a) preferred bidder selection.**

The procurement has been undertaken via a “competitive dialogue” process. At this stage, two bidders would normally still be in the running, and a decision on de-selection would now be required. However, in the case of the NWRTP project, the second bidder withdrew unilaterally in January 2013, effectively leaving the current bidder in a monopoly position.

Since that withdrawal, the project team (and the remaining bidder) have been keen to demonstrate that value for money (VFM) is still being achieved on the project. The drive for VFM resulted in a number of highly significant changes to what was being procured. The overall result from these changes has been an improved position for Denbighshire, i.e. comparing the IAA1 agreement “offer” against the currently anticipated outcome (see 4b for details).

That is significant, because under IAA1, the council accepted the basic position that withdrawal from the project was only permissible if the price became “unaffordable”. Furthermore; it also accepted the position that, if any council were to unilaterally withdraw, it would have to reimburse the remaining council for all consequential costs to date (likely to be several million pounds).

The project is actually well-inside the “affordability envelope” (see Appendix One). Furthermore, the final business case does appear to demonstrate genuine VFM. The company has also satisfied the requirements of the partnership’s legal, technical, and financial experts.

In these circumstances, there appears to be no reason why the remaining bidder should not now be granted “preferred bidder status”.

##### **4b) Inter Authority Agreement No.2**

IAA No.1 was an “agreement to procure”, which covered everything up to final contract award. IAA2 covers the operation of the contract itself, i.e. from contract award onwards. The draft IAA2 is included as an Appendix to this report. The agreement is a complex legal document that covers every aspect of how the contract is to be managed. The essential features are as follows:

- i) The main waste disposal facility will be an energy from waste plant, located at Deeside industrial park, operated by Wheelabrator Technologies Ltd (WTI). The plant will be paid for over a 25 year period via “gate fees”. The same charging mechanism will apply to all councils.
- ii) Gate fees vary according to the tonnages that are delivered. The councils have an optional 5 year extension available to them.
- iii) Flintshire CC will enter the main contract with WTI, and will then recharge other councils for the services provided. A small team will be employed to do this work.
- iv) Under IAA1, a principle was agreed that the councils would share transportation costs, i.e. between the various transfer stations in each county and the new plant. In Denbighshire the stations used would be Ruthin, and a (yet to be determined) location; designed to replace the Llandullas landfill site.



- v) Councils will pay their own costs in relation to the operation of the transfer stations. This principle is a variation from the principle set out in IAA1. However, it is not a significant factor in Denbighshire's VFM calculation. It is broadly cost neutral for Denbighshire.
- vi) Under IAA1 the council agreed to provide a guaranteed minimum tonnage of waste, for which it would be charged, even if the council was not able to deliver it for some reason. Under IAA2, this specified tonnage is lower. I.e. that is an improved position for Denbighshire.
- vii) Under IAA1 the liability for shared haulage cost was significantly higher than it is under IAA2. Once again, this is an improved position for Denbighshire.

In summary; IAA2 generally offers the council a better position than IAA1. Technical officers are satisfied with the main features, and the legal clauses have been drafted to the satisfaction of the council's legal officers. Officers therefore recommend that the draft should be supported.

There is one new item proposed in IAA2 (not included in IAA1), i.e. a "community benefit payment". The money would be spent on agreed local community projects. The sum is designed to reflect the fact that Flintshire offered up the use of their land for free. The method of apportioning the charges (i.e. the contributions from individual councils) would be on a "tonnes delivered" basis. This is the optimum method for Denbighshire. Accepting IAA2 would mean accepting the charge.

#### 4c) Approval of remaining procurement budget

The costs of procurement have exceeded those previously authorised, due to time delays and other factors, Approval is therefore sought to allow permit expenditure between April and June 2014 (financial close), as we will exceed the original IAA budget by 5% and need partner authority approval to go more than that. (details are explained in the separate report - Appendix 3). The second recommendation from the report one is to fix a ceiling for future contract management expenditure of £359,000 per annum, Denbighshire's share will be based on tonnages delivered, so is likely to be around 11 to 13% of this sum (approx. £43,000 p.a maximum).

#### **5. How does the decision contribute to the Corporate Priorities?**

This contract will assist in the delivery of the sustainability agenda. Energy will be recovered from waste that would otherwise be going to landfill.

#### **6. What will it cost and how will it affect other services?**

- a) The scope of this report is limited to the selection of preferred bidder decision, support for the draft IAA2 document, and payment of procurement costs. However, the final business case for the project indicates that the chosen solution is cheaper than "business as usual".
- b) The contract is for bulk disposal of household waste so there is no direct effect on the public in terms of equalities, and there are no relevant biodiversity factors. The Environmental effects of the project are beneficial; energy will be recovered from waste that would otherwise be going to landfill.

## **7. Equality Impact Assessment (EqIA)**

There are no direct consequences for services delivered to the public, or on the working arrangements for council staff (see appendix 9).

## **8. What consultations have been carried out?**

DCC legal officers have been fully involved in the drafting of the agreement. An informal council briefing session was held on 4 February. The matter was considered by Partnerships Scrutiny on 6 February 2014. Members were confident that the Project had been fully evaluated at every stage and was therefore sound. The Committee was also supportive of the request to delegate to the Joint Committee the necessary powers to undertake negotiations and all required arrangements to enable the award of the contract

## **9. Chief Finance Officer Statement**

The changes to the proposals that have been made since the withdrawal of the second bidder have resulted in an improved financial offer for Denbighshire County Council. Although the final decision on the final business case will be the subject of a future report, the current business case shows that the proposed solution is also cheaper than the cost of the current operations. This supports the acceptance of both the recommendations of this report.

## **10. What risks are there and is there anything we can do to reduce them?**

If the council failed to enter the agreement, the other councils would suffer consequential costs, for which Denbighshire would be liable. The whole project might be jeopardised.

## **11. Power to make the Decision**

Under Section 2 of the Local Government Act 2000, i.e. the promotion or improvement of the environment for the well-being of the area.

## **Appendices**

1. IAA2 cover report
2. Summary of IAA2 paper (Pinsent Mason paper)
3. Revised Draft IAA2 itself
4. Data Protection Policy (which accompanies the draft IAA2)
5. Budget Report (will naturally follow the IAA2 papers)
6. Preferred Bidder Report (draft attached) **PART 2 ITEM**
7. Consolidated advisors Evaluation Report (Appendix A to the Preferred Bidder Report) **PART 2 ITEM**
8. Summary of Project Agreement (Appendix C to the Preferred Bidder Report) **PART 2 ITEM**
9. Equalities Impact Assessment

REPORT TO: **[INSERT RELEVANT COMMITTEE NAME]**  
DATE: **[DATE]**  
REPORT BY: **PROJECT MANAGER**  
SUBJECT: **2<sup>nd</sup> INTER-AUTHORITY AGREEMENT**

## 1. PURPOSE OF REPORT

- 1.1 For the **[INSERT RELEVANT COMMITTEE NAME]** to approve the key principles for the 2<sup>nd</sup> Inter-Authority Agreement for adoption by all constituent Authorities.
- 1.2 To delegate authority to the Lead Chief Executive to finalise the 2<sup>nd</sup> Inter-Authority Agreement to be signed by all 5 Authorities. If there are to be any material departures from the agreed principles, in the finalisation of the Agreement, these would be referred back to the Joint Committee for approval.

## 2. BACKGROUND

- 2.1 The NWRWTP is currently governed by an Inter-Authority Agreement, signed by all partner authorities, which takes the partnership through to the stages of financial close and contract award. Once these stages are reached a second Inter-Authority Agreement (IAA2) will be required to take the partnership through the subsequent stages:
  - seeking planning and environmental consents;
  - construction;
  - managing the contract for the operation of the facility over the life of the contract; and
  - concluding the contract on expiry.
- 2.2 During late 2013 and January 2014 discussions have been held with the officer groups advising and supporting the project (legal, financial and technical) on the content of the second Inter Authority Agreement. At the Joint Committee on 29th January 2014, agreement was reached on the remaining key areas. The key principles that have been agreed at the Joint Committee are set out in the table at 3.2 below.
- 2.3 A summary of the IAA2 principles produced by the project's legal advisors, Pinsent Masons, is highlighted within the draft second Inter Authority Agreement appendix 1 (separate document) and as set out in a Report at appendix 2 (separate document). It is intended that these reflect the key terms of the Project Agreement that Flintshire as Lead Authority will be entering into with the Preferred Bidder on Contract Award.

### 3. CONSIDERATIONS

3.1 Appendix 1 is still a working draft of the IAA2, which makes provision for:

- the principles and key objectives of the agreement
- the duties of the Lead Council ( Flintshire) and Partners
- decision making processes
- site issues
- termination events and consequences
- roles of the Project Board and Joint Committee
- the commitments and liabilities of each partner constituent council and their contributions.

It now contains all of the agreed principles recommended by the Joint Committee with a view to the detail behind those principles to now be finalised. A completed document will then be sent to all 5 Authorities before Contract Award and the Lead Authority Chief Executive will take into account the observations of all constituent Authorities.

The constitutional and governance arrangements of the second IAA are intended to reflect those of the first IAA:- namely that the Project Board and Joint Committee decisions are to be by majority vote and the matters reserved to the individual Councils are to be unanimous decision; the quorum for the Project Board would be a senior officer from each participating Council in person (or if in an emergency by telephone) and for the Joint Committee, the quorum would be attendance by one member (voting or non-voting member) from each participating Council.

3.2 The table below summarises the key areas of cost sharing principles and other significant issues within the IAA2 which were put to the Joint Committee on the 29<sup>th</sup> January 2014 for recommendations. Points 14 and 15 of that table were additional recommendations made by the Joint Committee for incorporation into the IAA2.

Liabilities of the Councils are set out at paragraph 6 of Pinsent Mason's Report at appendix 2. On termination liability essentially follows the cost sharing agreed principle, that if any liabilities/termination payments are incurred whilst the facility is operational then those costs are to be borne by the Councils pro rata per the tonnage delivered. If however, the facility has not yet been built then those costs are to be borne equally. If the Councils were not equally at fault for termination and one Council bears more responsibility for that event then that Council shall bear a greater proportion for any payment due. For any other defaults, then the responsible Council will pay this or if there is more than one,

will share this accordingly. Any Council withdrawing or being terminated will have to pay in accordance with the Liability Report set out at Schedule 7 of the IAA2. This reflects the Liability Report appended to the 1<sup>st</sup> Inter-Authority Agreement.

	Issue	Agreement at Project Board
1.	1. A general overarching agreement on cost sharing.	<p>a) Where any costs apply to a period when the facility is operational that they are split pro rata based on the tonnage delivered (i.e. actual not forecast) subject to paragraph 14 of this table below, and</p> <p>b) In any other situation the costs are to be divided equally between the councils</p> <p>See 3 below for after the site has been operational and is being wound down.</p>
2.	What happens to the site on early termination?	<p>The cost sharing principle above is to be applied to any early termination payments and liabilities.</p> <p>In relation to the facility site:</p> <p>a) If the facility had been built and still had the potential to be used, then it should be made available to the Partnership for the duration of the term of the proposed Project Agreement. The rationale for this is that on early termination, the Partnership as a whole will have invested in the capital and operating expenditure incurred up to the termination date. If Flintshire alone were to have the benefit of a “working facility”, then this would be inequitable and there would have to be some payment by them to offset any valuation of the facility which would probably be punitive to meet.</p> <p>b) If the facility had not been built i.e. because of planning failure, then there would be no obligation to tie the site to the project.</p> <p>c) If the facility was built but not operational or had a negative value (i.e. on a re-tender for a Contractor default situation) then all Councils should contribute / share any liability such as decommissioning costs or alternatively share any additional costs of making the facility operational for the term of the Project Agreement.</p>

3.	Decommissioning costs.	<p>These are to be divided equally at expiry. However, if Flintshire were to opt to continue using the facility solely it would take on the decommissioning liability in full. A share of these costs is to be included in the liability report for any Council withdrawing or being terminated early.</p> <p>For reference current estimates provided by AMEC are that decommissioning could cost in the region of £1.1 million (with a 10% contingency to be built in) and could take up to 6 to 12 months to deal with the Planning and EIA requirements and a potential further 12 to 18 months for the actual decommissioning itself (subject to any complications that could arise).</p>
4.	Contract Management Costs	These are to be divided equally up to operation of the Facility and thereafter pro rata based on the tonnage delivered as per the general cost sharing principle.
5.	The Community Benefit Fund	This is to be paid into by all 5 Councils pro rata based on the tonnage delivered
6.	Loss of WG funding	Any loss of funding for which the Contractor is not responsible will be shared and paid by the Councils pro rata based on the tonnage delivered
7.	New build Waste Transfer station (if required)	This is to be divided equally as a capital expenditure. The parcel of land provided is to revert to the donating authority if owned by them, or if funded by the partnership then the councils would jointly decide what happens to that facility at the end of the contract term and how its proceeds/assets are to be distributed.
8.	Decision making	All decisions to be made by the Project Board and Joint Committee are to be by majority vote with any matters that are reserved to Individual Councils to be made unanimously by all Councils (save for when one Council has defaulted in which case the four non-defaulting Councils only, would have to make any decision unanimously ie to terminate the defaulting Council).

9.	Extension of the Project Agreement	This is to be a matter that all five councils are required to agree on (without allowing for any Council to withdraw at this stage) and if the decision cannot be unanimous then any Council(s) who do wish to continue to use the facility can agree to do so outside of the Project Agreement. Those councils could decide to agree a new procurement amongst themselves.
10.	Cost Sharing during operation (waste treatment, haulage / transport and "excess payments")	<p>a) Each authority is bound by its own Guaranteed Minimum Tonnage and the price bands as charged by the contractor.</p> <p>b) Payments to the contractor for the treatment and transport of waste will be based on the actual tonnages delivered subject to not exceeding the forecast tonnages.</p> <p>c) Where tonnage delivered by an authority exceeds the forecast tonnages, the authority delivering such excess tonnage shall be solely responsible for the costs associated with the treatment and transport of such tonnage.</p> <p>d) Where the tonnages are below the guaranteed minimum tonnage the guaranteed minimum tonnage as applicable to each authority will be deemed to be the tonnage delivered by the relevant authority.</p> <p>e) In the event where the tonnages delivered are below the guaranteed minimum tonnage, the authority not meeting its requirements will pay on the basis of the guaranteed minimum tonnage and this will result in an 'excess payment' to be managed as per paragraph 12.a) below.</p>

11.	Cost of managing waste prior to haulage and treatment (e.g. waste transfer stations)	<p>a) Where WG do not provide a grant for that element, each authority would be responsible for their own transfer station operating costs, with no recourse to other authorities;</p> <p>b) Where WG do provide a grant for that element, all partner authorities will pay in to the Partnership an agreed amount per tonne for the waste being managed within each authority area, and all partner authorities receive an equitable share of the payment back, with the addition of the Welsh Government Grant. The amount paid “in” to the partnership per tonne will be an amount agreed between the partner authorities (the starting point for the discussion would be the rate identified by the market testing / procurement exercise for the intended Conwy transfer station; this will ensure that the amount is based on a market rate).</p>
12.	Benefit Sharing	<p>a) The application of the overall contract level tonnage limits on an authority level could result in an overall overpayment by the authorities in total compared to the payment to the contractor and such excess will be termed as 'excess payments' but is in actuality arises as a result of the benefits of being in a partnership. Such “Excess” payments should be placed in a reserve to be used to fund project expenses, or be shared on a periodic basis or at the end of the project utilising the percentages used to allocate the tonnage bandings. This will be administered by the Joint Committee at its discretion.</p> <p>b) The Excess Payments will be reviewed after the first year of the contract to take into account the likelihood of amounts that may regularly be accrued on an annual basis.</p> <p>c) Dealing with additional income and windfall gains: - the project has the potential to deliver increased 3rd party income over and above that guaranteed by the contractor. Examples include electricity and 3rd party waste income. There could also be circumstances where windfall payments also arise (for instance if there are electricity or heat generation subsidies not envisaged at this time that subsequently come to pass). Such income is to be split pro rata per tonne delivered.</p>



13.	Ability to “trade” tonnage allocations.	The project will be operational for 25 years, and during this time it is likely that proportions of wastes arising will change between authorities during the project period. The IAA2 is to have a method included within it to ensure some flexibility to allow readjustment on the tonnage bands to more closely reflect any changes in the proportions of waste arisings between authorities.
14.	Commitment to Guaranteed Minimum Tonnages/Payments	The Councils agree to make a commitment to make payments for not less than the Guaranteed Minimum tonnages of Contract Waste to the Contractor each year, whether they deliver their share of the Minimum Tonnage or not. Their share will be set out in an appendix to the 2 <sup>nd</sup> Inter Authority Agreement.
15.	Additional air quality Monitoring	The Councils agree that there will be additional air quality monitoring undertaken for the period of 1 year from the date of service commencement at the discretion of the Joint Committee. Costs will be shared on a pro rata basis per actual tonnages delivered. Thereafter the said monitoring will be subject to review by the Joint Committee."

#### **4. RECOMMENDATIONS**

- 4.1 To commit to the Partnership and the Project by adopting, along with the other 4 councils, the principles in the 2<sup>nd</sup> Inter-Authority Agreement which reflect the key terms of the Project Agreement to be entered into by the Lead Council with the Preferred Bidder on Contract Award.
- 4.2 To delegate authority to the Lead Chief Executive to:
- finalise the 2<sup>nd</sup> Inter-Authority Agreement for signing by the constituent authorities;
  - circulate the finalised agreement to the Monitoring Officers of all 5 Authorities
  - take into account the views of all constituent Authorities and to refer back to the Joint Committee for approval any material departures from the agreed principles.
- 4.3 To agree to sign the 2<sup>nd</sup> Inter Authority Agreement once it has been finalised in accordance with the above procedure

#### **5. FINANCIAL IMPLICATIONS**

- 5.1 There are financial implications and risk for all five constituent authorities as a consequence of entering into an Agreement. These are summarised in this and accompanying reports.

**6. ANTI-POVERTY IMPACT**

6.1 None

**7. ENVIRONMENTAL IMPACT**

7.1 None

**8. EQUALITIES IMPACT**

8.1 None

**9. PERSONNEL IMPLICATIONS**

9.1 None

**10. CONSULTATION REQUIRED**

10.1 None

**11. CONSULTATION UNDERTAKEN**

11.1 A number of meetings have taken place of the Technical Officers' Group, Finance Officers' Group and the Legal Officers' Group to discuss the key issues raised in the draft IAA2, at the Project Board on 12 December 2013, and 16 January 2014 and the Joint Committee on 29 January 2014.

**LOCAL GOVERNMENT ACCESS TO INFORMATION ACT 1985**

**Background Documents:**

None

**Contact Officer:** Louise Pedreschi (FCC)  
Gareth Owens (FCC)  
Steffan Owen (NWRWTP)

## REPORT ON THE

### DRAFT SECOND INTER-AUTHORITY AGREEMENT

***Note:** This report is intended to provide a high level summary of the current draft form Inter Authority Agreement. The report includes details of issues that have been discussed and agreed in principle by the Project Board at a meeting on the 16 January 2014.*

*The Inter Authority Agreement is currently only in draft form. In the event that the Partnership wish to change any of the principles set out below, or wish to include any additional project specific partnering elements, then this can be accommodated.*

*The Partnership should also note that this report is only intended to be a high level summary of the content of the draft Inter Authority Agreement and should not be relied upon in lieu of the Inter Authority Agreement itself.*

#### 1. INTRODUCTION

- 1.1 At the beginning of the procurement, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council and the Isle of Anglesey County Council (together the "**Partnership**") agreed to work together in a partnering relationship to jointly procure a residual waste treatment facility and deliver residual waste treatment services in the project known as the North Wales Residual Waste Treatment Project (the "**Project**"). The Partnership signed the first Inter Authority Agreement on 24 June 2010, to regulate working arrangements and decision making among each of the Councils during the procurement of the Project up to financial close.
- 1.2 The Partnership has agreed that Flintshire County Council will take on the role as 'Lead Council' and will sign and enter into all the legal documents to the Project on behalf of the Partnership; the main document being the agreement with the Contractor, involving the design, construction, installation, commissioning, operation and maintenance of the facility for the treatment of residual waste (the "**Project Agreement**"). Following the commencement of the Project Agreement, the rights, liabilities and obligations of each Council set out in the first Inter Authority Agreement will be superseded by the rights, liabilities and obligations set out in the second Inter Authority Agreement (the "**IAA**").
- 1.3 As the Lead Council will take on the full contract responsibility on behalf of the Partnership, it requires assurances that each Council will meet its obligations in a timely manner to ensure that the Lead Council is never exposed to unreasonable contractual liabilities. Also, each Council needs assurance that they will receive all the contractual benefits that they are entitled to – even though they have not directly signed a contract with the Contractor. This is one of the primary objectives of the IAA.

#### 2. PURPOSE OF THE SECOND INTER-AUTHORITY AGREEMENT

- 2.1 The overarching purpose of the IAA is to ensure that the five Councils are able to work effectively together in true partnership and with the Contractor to get maximum benefit from the Project. The IAA tries to balance the potential conflicts: that the Lead Council, as the Project Agreement counter-party, is not over-exposed in terms of risk and liability; and that the other Councils get their fair share of the contractual rights and benefits. The IAA is based on the principles of fairness and partnership working and is intended to manage the interests of all the Councils equitably.
- 2.2 The IAA attempts to reflect, where appropriate, the Project Agreement between the Partnership and the Contractor.

- 2.3 The IAA accommodates a structure to ensure that the Lead Council isn't exposed to disproportionate liability and that the contractual rights and obligations appropriately flow down to all the Councils.
- 2.4 At its most basic level, having signed the Project Agreement, the Lead Council is committed to the delivery of all the Partnership's waste and the full payment for its treatment. The Contractor, for its part, is obliged to accept and treat the waste.
- 2.5 Given this commitment, the IAA needs to ensure that each Council is committed to deliver its waste to the Contractor and pay to the Lead Council the correct amount in advance of the Lead Council having to pay the Contractor.
- 2.6 The IAA sets out the duties of the Lead Council. These duties include (but are not limited to);
- 2.6.1 acting on behalf of the Councils for the management and supervision of the Project Agreement,
  - 2.6.2 acting under the direction of the Joint Committee;
  - 2.6.3 being responsible for liaising with the Contractor, and
  - 2.6.4 entering into any contracts that may be required (for example, the appointment of consultants) and liaising with Welsh Government.
- 2.7 The IAA also regulates such things as:-
- 2.7.1 Decision making;
  - 2.7.2 Termination and Withdrawal from the IAA;
  - 2.7.3 Flexibility to Contract Changes; and
  - 2.7.4 Liabilities of the Councils.

### 3. **DECISION MAKING**

#### 3.1 **Contract Manager**

- 3.1.1 The Partnership will appoint a suitably qualified Contract Manager for the day-to-day management of the Project. The Contract Manager will be responsible to all the Councils but will be employed by or seconded to the Lead Council and shall report to the Project Board. The Contract Manager shall act as the Authority's Representative (as such term is defined in the Project Agreement.)
- 3.1.2 The Contract Manager will have sufficient authority to make day-to-day decisions and will liaise on a regular basis with key personnel at each Council and with the Project Board and the Joint Committee.
- 3.1.3 For those decisions with a budgetary impact, the Contract Manager will have authority up to an annual financial threshold of [£ ], over which the decision would have to be escalated to the Project Board. It is noted however, that regardless of financial threshold, the Contractor Manager has the ability to refer any matter to the Project Board.

#### 3.2 **Project Board**

- 3.2.1 The Councils shall form the Project Board for the purpose of the day-to-day management and the implementation and monitoring process and to carry

out those specific Project Tasks as indicated in Schedule 1 (Project Tasks) of the IAA and any matters referred to the Project Board by the Contract Manager.

3.2.2 The Project Board will have authority to decide on a matter at a quorate meeting of the Project Board by those present and entitled to vote in respect of a matter that will have (or is reasonably expected to have) an annual financial threshold of up to [£ ], over which the matter would need to escalate to the Joint Committee, provided always that the Project Board has the ability to refer any matter of any financial value to the Joint Committee to decide.

3.2.3 Any such decision of the Project Board will be binding on all the Councils.

### 3.3 **Joint Committee**

3.3.1 The Councils shall form the Joint Committee, (which shall supersede and replace the Joint Committee formed pursuant to the first Inter Authority Agreement), to carry out the functions set out in Schedule 2 (Joint Committee Terms of Reference) of the IAA and to carry out the Project Tasks as indicated in Schedule 1 (Project Tasks).

3.3.2 The proposed annual threshold for Joint Committee matters is up to [£ ]. Any decisions to be made on a matter in excess of these parameters shall be referred as a 'Matter Reserved To The Councils' and decisions would have to be taken by each individual Council.

3.3.3 The Joint Committee may determine that any Joint Committee Matter or Project Board Matter may be referred back to each Council for a decision as a Matter Reserved to the Councils and/or make a decision to delegate any matter to the Project Board for decision.

3.4 A general principle of decision making under the Project Board and the Joint Committee structure is that decisions should be by majority voting. For Matters Reserved To The Councils, such decisions shall not be implemented unless approved by all of the Councils on a unanimous basis.

3.5 It is agreed that there is no requirement for Council Lead Officers to be included within the IAA and the necessity and appointment of Project Officers for the purposes of the Project will be for the Joint Committee to determine from time to time as required.

## 4. **TERMINATION, WITHDRAWAL AND EXTENSION**

The IAA shall continue in full force and effect from the date upon which the IAA is entered into by the Partnership, until the earlier of the following dates:

- (a) all the Councils agree in writing to its termination; or
- (b) there is only one remaining Council who has not withdrawn from the IAA; or
- (c) the date falling six (6) months after the expiry or earlier termination of the Project Agreement (subject to any agreed period of time in respect of the decommissioning of the Site as noted below).

### 4.2 **Termination**

4.2.1 The IAA makes provision for terminating one of the Councils in the event of an unresolved breach of a Council's obligations under the IAA. The decision

to terminate the participation of a Council shall be treated as a Matter Reserved To The Councils.

- 4.2.2 The defaulting Council would be liable to the other Councils for any increased cost and losses suffered as a result of the default and agreed pursuant to a Liability Report (as defined in the IAA), prepared by the Lead Council and agreed by the Joint Committee.

#### 4.3 **Withdrawal**

4.3.1 It is possible for a Council to withdraw from the Project if it chooses. Any Council wishing to withdraw from the Project shall provide written notice to the other Councils.

4.3.2 The withdrawing Council would be liable to the other Councils in accordance with the Liability Report as prepared by the Lead Council and agreed by the Joint Committee.

4.3.3 If the Lead Council is the withdrawing Council then the Lead Council shall be required to novate each of the Contract Documents (including the Project Agreement, Independent Certifier's Appointment, Parent Company Guarantee and the Lease of the Site) to the new lead council selected by the remaining Councils.

#### 4.4 **Extension**

4.4.1 The Project Agreement contains an option for the Councils to extend the Contract Period by a period of up to five years. It is agreed in principle that this will be a Matter Reserved To The Councils and decided by way of a unanimous decision.

### 5. **FLEXIBILITY TO CHANGE**

5.1 The IAA reflects the flexibility embedded in the main Project Agreement to accommodate any variations under the Project Agreement (whether the proposed variation is required due to a change in law or a contract change required by one or more of the Councils or the Contractor or any other matter affecting the Project which may have an equivalent effect).

5.2 The Councils agree to be bound by the obligations on the Lead Council set out in Clause 43 (Authority and Contractor Changes) and Schedule 21 (Change Protocol) of the Project Agreement.

5.3 The Councils will work with the Contractor to achieve the best value solution for the Project.

5.4 If the Councils decide to support a proposed variation under the Project Agreement, the Lead Council will seek an Authority Change (as defined in the Project Agreement) with the Contractor in the Project Agreement, and where the proposed Authority Change is agreed to have a mutual benefit to the Project, the costs of such proposed Authority Change shall be shared between the Councils. Where the Authority Change does not have a mutual benefit, the Council seeking the change in the Project Agreement shall bear responsibility for the payment of the costs of the Authority Change.

5.5 It is noted that with the recent publication of the Williams Commission Report and on the understanding that Flintshire County Council and Wrexham County Council, Denbighshire County Council and Conwy County Council, and Gwynedd Council and the Isle of Anglesey County Council are to potentially amalgamate over the next couple of years, the Councils acknowledge that any new "successor Council" following

any such amalgamation shall automatically succeed the original Councils for the purposes of the IAA. However, it is further acknowledged by the Councils that any amalgamation shall not have the ability to automatically alter the Administrative Area (as defined in the Project Agreement), and the only way for the Councils to amend this (so as to capture the geographical area of any new "successor Council" for the purposes of the Project) shall be to implement a variation under the Project Agreement by way of an Authority Change as noted above.

## **6. LIABILITIES OF THE COUNCILS**

### **6.1 General Indemnities**

- 6.1.1 The Lead Council shall indemnify each of the Councils against any losses, claims, expenses, actions, demands, costs and liability suffered, to the extent arising from any wilful default, wilful breach or negligent act or omission by the Lead Council of its obligations under the Contract Documents (as defined under the IAA (including the Project Agreement and the IAA).
- 6.1.2 Each of the other Councils (acting severally), shall indemnify the Lead Council against any losses, claims, expenses, actions, demands, costs and liability suffered, to the extent arising from any wilful default, wilful breach or negligent act or omission by a Council of its obligations under the IAA.
- 6.1.3 The Councils agree that the amount to be paid to the Lead Council shall be borne by each of the Councils to the extent that they were responsible, however, in the event that responsibility is shared between two or more defaulting Councils, then the amount to be paid will be divided between those Council's responsible in such proportions as the Joint Committee may determine.
- 6.1.4 The Councils shall ensure that adequate insurance cover is effected and maintained in respect of any liabilities they may have in the event of any neglect or default on their part.

### **6.2 Early Termination**

- 6.2.1 The Councils' liability on early termination of the Project Agreement shall be defined by reference to the Lead Council's obligation to pay compensation on early termination to the Contractor under the Project Agreement.
- 6.2.2 The Councils shall be liable (and shall indemnify each other) for equal proportions of the termination sum payable to the Contractor following an early termination of the Project Agreement where the early termination occurs during the works period of the Project prior to completion of the Facility. If termination occurs when the Facility is operational then liability shall be determined on a pro rata basis in respect of the actual tonnage delivered by each of the Councils.
- 6.2.3 If the Councils are not equally at fault for such early termination, the Councils agree that the Council or Councils whose acts or omissions gave rise to the termination shall be liable for a greater proportion of the termination sum or all of the termination sum.
- 6.2.4 It is noted that the Lead Council shall not be entitled to issue a notice of voluntary termination of the Project Agreement unless such action has been approved by all of the Councils as a Matter Reserved To The Councils.

## **7. SITE AND DECOMMISSIONING**

7.1 Upon expiry of the Project, the Site shall be retained by Flintshire County Council. However, as noted above, in the event of a Lead Council termination or withdrawal from the IAA, then the Site will transfer to the new Lead Council (as selected by the remaining Councils) for the duration of the Project and upon expiry of the Project the Site shall then return to Flintshire County Council.

7.2 It is agreed in principle that on early termination of the Project if the Facility is operational then the Partnership should agree appropriate arrangements to continue the use of the Facility for the remainder of the 25 years. If however the Facility has not been built (due to eg. a planning/permitting failure) then the Site shall be retained by Flintshire County Council and there shall be no further obligation for the Site to be utilised for the purposes of the Project. If the Facility has been partly built but is not yet operational then the Councils shall agree to discuss and decide upon appropriate arrangements and the Councils shall equally share liability in respect of any costs.

7.3 Upon expiry of the Project, the cost of decommissioning will be split equally between the five Councils, unless Flintshire County Council (in its absolute discretion) elects not to undertake decommissioning of the Site, in which case, Flintshire County Council shall be solely liable for any future decommissioning costs.

7.4 It is noted that the cost of decommissioning the Site should be included in the Liability Report as a payment to be made by any withdrawing or terminated Council.

## **8. COMMUNITY BENEFIT FUND**

8.1 The Councils have agreed in principle to payments in respect of a Community Benefit Fund. Each of the Councils shall contribute towards the fund and the payments shall be determined on a pro rata basis in proportion to the tonnage provided by each of the Councils.

## **9. WELSH GOVERNMENT FUNDING**

9.1 It is agreed in principle that in the event that Welsh Government funding is withdrawn from the Project then the Councils shall be required to cover the lost Welsh Government funding on a pro rata basis in proportion to the actual tonnage provided by each of the respective Councils.

## **10. CONTRACT MANAGEMENT COSTS**

10.1 During the works period of the Project up until the Facility being completed and operational, the Contract Management Costs associated with the Project shall be split equally between the Councils. During the operational period of the Project the Contract Management Costs shall be on a pro rata basis and payments will be proportional to the actual tonnages delivered by each of the Councils.

## **11. NEW WASTE TRANSFER STATION**

11.1 It is agreed in principle that the costs of building a new Waste Transfer Station will be a capital expenditure to be split equally between each of the five Councils.

11.2 If it is determined that the new Waste Transfer Station shall be built on a site that is to be provided by Conwy County Council then upon expiry or termination of the Project the site will be retained by Conwy County Council. If however, the Partnership jointly fund and provide a site on which to build the new Waste Transfer Station, then upon expiry or early termination of the Project the IAA will contain provisions which shall allow the Councils to agree at the time how they would like to deal with the site and the new Waste Transfer Station.



DATED

2014

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- (1) CONWY COUNTY BOROUGH COUNCIL
- (2) DENBIGHSHIRE COUNTY COUNCIL
- (3) FLINTSHIRE COUNTY COUNCIL
- (4) GWYNEDD COUNCIL
- (5) ISLE OF ANGLESEY COUNTY COUNCIL

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**SECOND INTER-AUTHORITY AGREEMENT  
in relation to the joint procurement of  
a Residual Waste Treatment Facility pursuant to  
the North Wales Residual Waste Partnership Agreement**

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***DRAFT***

**The Draft IAA is subject to a cross referencing and definitions check. The Agreement will need to be further monitored and updated in line with the final agreed form Project Agreement.**

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**BETWEEN**

- (1) **CONWY COUNTY BOROUGH COUNCIL** of Bodlondeb, Conwy, North Wales, LL32 8DU ("**Conwy Council**");
- (2) **DENBIGHSHIRE COUNTY COUNCIL** of Environmental Services, Kinmel Park Depot, Bodelwyddan, Denbighshire, LL18 5UX ("**Denbighshire Council**");
- (3) **FLINTSHIRE COUNTY COUNCIL** of County Hall, Mold, Flintshire, CH7 6NB ("**Flintshire Council**");
- (4) **GWYNEDD COUNCIL** of Council Offices, Shirehall Street, Caernarfon, Gwynedd, LL55 1SH ("**Gwynedd Council**"); and
- (5) **ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni, Anglesey, LL77 7TW ("**Isle of Anglesey Council**")

(together referred to as the "**Councils**" and individually as a "**Council**")

**BACKGROUND**

- (A) The Councils have agreed to work together in a partnering relationship to jointly procure a residual waste treatment facility and deliver residual waste treatment services (the "**Solution**") in furtherance of the objectives of the North Wales Residual Waste Treatment Partnership (the "**Partnership**") and the project known as the North Wales Residual Waste Treatment Project (the "**Project**").
- (B) The Councils (pursuant to the powers conferred on them by Sections 51 and 55 of The Environmental Protection Act 1990, Section 19 of the Local Government Act 2000 and all other enabling powers) entered into the first Inter-Authority Agreement on 24 June 2010 (the "**First Inter-Authority Agreement**") to formalise their respective roles and responsibilities in relation to the joint working arrangements for the procurement of the Project and the appointment of Flintshire Council as Lead Council in carrying out the procurement in accordance with the terms of the Outline Business Case and the common decision made by each Council to approve the affordability envelope for the Project and commence the procurement.
- (C) The Councils acknowledge that the First Inter-Authority Agreement regulated the procurement of the Project up to Financial Close. Pursuant to the First Inter-Authority Agreement, the Councils have agreed to enter into this second Inter-Authority Agreement (the "**Agreement**") which will set out the respective rights and obligations of each Council in relation to the implementation and operational phases of the Project.
- (D) The Councils have agreed that the Lead Council shall enter into a contract (the "**Project Agreement**") with [Name of Contractor]<sup>1</sup>, (Company No. [ ]), a private sector contractor, of [ ] (the "**Contractor**") involving the design, construction, installation, commissioning, financing, operation and maintenance of the Facilities and the provision of the Services (including the Interim Services and the Commissioning Services).
- (E) Following the successful entry into the Project Agreement, the Councils have agreed to enter into this Agreement to formalise their respective roles and responsibilities in relation to the joint working arrangements for the operational phase of the Project following financial close and the appointment of Flintshire Council as Lead Council.

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<sup>1</sup> Details to be included when confirmed in respect of the Project Agreement.

- (F) The Councils acknowledge that this Agreement sets out the basis on which risks and liabilities are apportioned between the Councils in relation to the implementation and operational phases of the Project. Such agreement is intended to reflect the terms of the Project Agreement.
- (G) The Councils agree to work together in the implementation and contract management of the Project Agreement and acknowledge that all decisions relating to the Project and the operation of the Project Agreement shall be made in accordance with the terms of this Agreement and shall be implemented by the Lead Council under the Project Agreement for and on behalf of itself and the other Councils.
- (H) The Councils wish to enter into this Agreement and implement the Project pursuant to the powers conferred on them by sections 51 and 55 of the Environmental Protection Act 1990, sections 19 and 20 of the Local Government Act 2000, and all other enabling powers.
- (I) Under Section 113 of the Act the Councils may enter into an agreement with each other for the placing at their disposal the services of officers employed by them.
- (J) By virtue of Section 111 of the Act, each of the Councils has power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions.
- (K) By virtue of Section 3 of the Local Government Act 1999 substituted by the Local Government and Public Involvement Health Act 2007, each of the Councils has a duty to make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness.
- (L) By virtue of Section 2 of the Local Government Act 2000, each of the Councils has power to do anything that it considers is likely to achieve the promotion or improvement of the economic, social or environmental well-being of its area.
- (M) The Councils have agreed to establish and participate in a joint committee (whose remit is presently limited to the Project but may be extended to cover other activities by agreement) to facilitate the delivery and management of the Project from the date of financial close of the Project when the Project Agreement and supporting documentation is completed.
- (N) The Councils acknowledge that this Agreement shall be certified for the purposes of the Local Government (Contracts) Act 1997.

1. **DEFINITIONS AND INTERPRETATION**

**[DN: Definitions to be reviewed and updated.]**

1.1 In this Agreement and the Recitals, unless, the context otherwise requires the following terms shall have the meaning given to them below:-

<b>"AB Accounts"</b>	has the meaning given in Clause 14 (Accounts)
<b>"Accounting Period"</b>	means those periods set out in Schedule 6 (Accounting Periods) as may be amended from time to time in accordance with the terms of this Agreement
<b>"Act"</b>	means the Local Government Act 1972
<b>"Allocated Site"</b>	means a site (or sites) offered to the Project by a Council;

<b>"Annual Budget"</b>	means the sum set out in Schedule 5 (Annual Budget) which represents the upper limit of the financial threshold calculated by the Project Board for each Council's annual contribution to the necessary funding of the Lead Council to discharge its functions on behalf of all the Councils under this Agreement as managed by the Project Board, notified to the Joint Committee and approved by each Council in respect of this Project (and the Councils acknowledge that the Annual Budget does not include the Unitary Charge payment made under the Project Agreement)
<b>"Business Day"</b>	means any day other than a Saturday or Sunday or a public or bank holiday in England and Wales
<b>"Chair"</b>	means the chair of the Joint Committee (duly appointed pursuant to paragraph 11 of Part 2 of Schedule 2 (Joint Committee Terms of Reference)) or the Project Board (duly appointed pursuant to Clause 8.4 (Project Board) (as the case may be))
<b>"CIWM"</b>	means the Chartered Institute of Wastes Management
<b>"Commencement Date"</b>	means the date of this Agreement
<b>"Confidential Information"</b>	means all know-how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of all or any Council, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure
<b>"Contract Documents"</b>	means the Project Agreement, the [Collateral Warranties, the Independent Certifier's Appointment and the Parent Company Guarantee, the Haulage Sub-Contract (each as defined in the Project Agreement)] <sup>2</sup> and any other document entered into between the Lead Council and the Contractor or an Affiliate of the Contractor in respect of the Project
<b>"Contract Manager"</b>	means the person appointed to manage the Project
<b>"Contract Procedure Rules"</b>	means the Lead Council's contract procedure rules
<b>"Contractor"</b>	Is the term used to define the Contractor in the Project Agreement
<b>"Conwy's Payment Proportion"</b>	has the meaning given in Clause 12 (Payments)
<b>"Core Policies"</b>	means those policies set out at Schedule 13 (Authority's Policies) of the Project Agreement

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<sup>2</sup> List to be reviewed in line with the final solution.

<b>"Cost Sharing Formula"</b>	means, when the Councils are responsible for the cost of any item and payment is due from the Lead Council to the Contractor, that costs shall be shared between each of the Councils in the proportions set out in Part 1 of Schedule 9 (Payment Proportions) (and subsequently reconciled on an annual basis)
<b>"Council Procedure Rules"</b>	means the Lead Council's procedure rules
<b>"Counternotice"</b>	has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)
<b>"Decision Period"</b>	means the period of <b>[fourteen (14) Business Days]</b> <sup>3</sup> from the date of the Liability Report or such other time as is unanimously agreed by all the Councils
<b>"Project Officer"</b>	has the meaning given in Clause 9 (Project Officers)
<b>"Deductions"</b>	means the deductions imposed by the Lead Council pursuant to Schedule 4 (Payment Mechanism) of the Project Agreement
<b>"Default Interest Rate"</b>	means two per cent (2%) above the base rate of Barclays Bank plc
<b>"Default Notice"</b>	has the meaning given in Clause 2.2.1 (Breaches of this Agreement and Remediation)
<b>"Defaulter"</b>	has the meaning given in Clause 2.3.1 (Termination)
<b>"Denbighshire's Payment Proportion"</b>	has the meaning given in Clause 12.8 (Payments)
<b>"Dispute"</b>	means any difference or dispute between the Councils arising out of or in connection with this Agreement and/or the Project
<b>"DPA"</b>	means the Data Protection Act 1998
<b>"Due Date"</b>	has the meaning given in Clause 12.7 (Payments)
<b>"EIR"</b>	has the meaning given in Clause 19 (Freedom of Information and Environmental Information)
<b>"EU Procurement Rules"</b>	means the Public Contracts Regulations 2006
<b>"Facility"</b>	means the waste management facility (or facilities) procured as the Solution under the Project designed for processing residual waste, waste being defined in the Waste and Emissions Trading Act 2003
<b>"Final Business Case" or "FBC"</b>	means the final business case for the Project, prepared by the Councils and subject to the Council's delegated approval before submission to the Welsh Government for funding to support the Project

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<sup>3</sup> Time period to be agreed by the Councils.

<b>"FoIA"</b>	has the meaning given in Clause 19 (Freedom of Information and Environmental Information)
<b>"Gwynedd's Payment Proportion"</b>	has the meaning given in Clause 12.9 (Payments)
<b>"Intellectual Property"</b>	means any and all patents, trade marks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them
<b>"IP Material"</b>	means the Intellectual Property in the Material
<b>"Isle of Anglesey's Payment Proportion"</b>	has the meaning given in Clause 12.10 (Payments)
<b>"JC Unresolved Matter"</b>	has the meaning given in Clause 6.3 (Joint Committee)
<b>"Joint Committee"</b>	shall have the meaning given to it in Clause 6.1 (Joint Committee) being the joint board of members of the Councils with delegated power to discharge the functions of the relevant Council as provided for in this Agreement in relation to the Project established under the provisions of Part VI of the Act
<b>"Joint Committee Meeting"</b>	means a meeting of the Joint Committee duly convened in accordance with Clause 6 (Joint Committee)
<b>"Key Facility"</b>	means the key residual waste treatment facility procured as part of the Solution under the Project
<b>"LAS"</b>	means the Landfill Allowance Scheme (LAS) Regulations (Wales) 2004
<b>"LAS Allowances"</b>	means the annual allowances for each local authority pursuant to the LAS
<b>"Lead Council"</b>	means the Council appointed under Clause 4 (Duties of the Lead Council and Other Councils) as the lead administering authority for the Project whose duties are set out in this Agreement
<b>"Lead Finance Officer"</b>	means the person so appointed from time to time by the Lead Council to represent the interests of the Councils in respect of financial matters of the Project and to ensure the provision of regular update reports are provided to the Project Board from time to time and who shall be called the Lead Finance Officer reporting to the Project Section 151 Officer



**"Liability Report"**

means a report prepared by the Lead Council (or such other Council nominated under Clause 2.3.4(b) (Termination) in the event that the Lead Council is a Defaulter or Clause 16.3 (Withdrawal) in the event that the Lead Council issues the Withdrawal Notice) acting reasonably setting out the financial and resource commitments of the relevant Council under Clause 2.3.4(b) (Termination) upon termination or Clause 16.6 (Withdrawal) upon withdrawal including the items set out in 7 (Liability Report)

**"Local Authority"**

means a principal council (as defined in section 270 of the Act) or any body of government in Wales established as a successor of a principal council

**"Market Value"**

means the best price at which the Allocated Site in question might reasonably be expected to have been disposed of unconditionally for cash consideration at the relevant time assuming:-

- (a) a willing seller;
- (b) that prior to the relevant time there has been a reasonable period for the proper marketing of such Allocated Site and for the agreement of price and terms for completion of the disposal of such Allocated Site;
- (c) the state of the market, levels of values and other circumstances are on any earlier assumed date of exchange of contracts the same as at the relevant time;
- (d) the relevant Council has good and marketable title to such Allocated Site;
- (e) all necessary consents for any building or other works at such Allocated Site have been obtained and such Allocated Site can be lawfully used;
- (f) any damage to such Allocated Site caused by any insured risk has been made good;
- (g) that where the Project (or one of the Councils in furtherance of the Project) has made an investment into improving an Allocated Site (whether by obtaining planning permission or other permits or necessary consents, regardless of whether they are used or capable of being used for the Project, or otherwise) to confer an advantage on the value of such Allocated Site compared to its pre-Project value then such enhancement shall be taken into account,

and otherwise taking into account of the actual circumstances as shall exist at the time including the results of any site investigation survey, ground conditions survey or ground contamination survey to identify any pre-existing abnormal issues or contamination,

provided further that for the purposes of calculating valuation to determine whether proposed Allocated Site disposals under the terms of the Act any Council willing to dispose of its land at less than Market Value as established under the RICS Valuation Standards will have regard to the Local Government Act 1972: General Disposal Consent (Wales) 2003

<b>"Material"</b>	means all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement (unless before the first use or supply, the Council notifies the other Councils that the data, text supplied is not to be covered by this definition)
<b>"Matter Reserved To The Councils"</b>	means those actions, matters and/or functions as defined in Clause 5 (Decision Making)
<b>"Model Procedure"</b>	means the Centre for Dispute Resolution Model Mediation Procedure
<b>"Non-Defaulting Councils"</b>	has the meaning given in Clause 2.3.1 (Termination)
<b>"Notice of Acceptance"</b>	has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)
<b>"Notice of Dispute"</b>	has the meaning given in Clause 2.2.2 (Breaches of this Agreement and Remediation)
<b>"Performance and Improvement Plan"</b>	means the plan to be prepared and updated as and when necessary by the Contract Manager indicating any anticipated Authority Changes under the Project Agreement, major milestones and activities, and resources required in relation to the Project, to be presented annually to the Project Board in accordance with Clause 10 (Business Plan and Work Programme);
<b>"Personal Data"</b>	means personal data as defined in the DPA
<b>"PB Unresolved Matter"</b>	has the meaning given in Clause 8 (Project Board)
<b>"Project Board"</b>	has the meaning given to it in Clause 8 (Project Board)
<b>"Project Board Meeting"</b>	means a meeting of the Project Board duly convened in accordance with Clause 8 (Project Board)
<b>"Project"</b>	means as defined in Recital (A)

<b>"Project Agreement"</b>	means the contract for the preferred Solution to dispose of the Councils' residual waste to be entered into by the Lead Council (acting on behalf of itself and the Councils) and the Contractor in connection with the Project
<b>"Project Section 151 Officer"</b>	means the person so appointed by the Lead Council (as their officer appointed pursuant to section 151 of the Act) as the officer responsible for the proper administration of the financial affairs under the Project and who shall manage the Lead Finance Officer and collate regular reports on Project accounting matters (provided that for the avoidance of doubt each Council's own officer appointed pursuant to section 151 of the Act shall be entitled to attend Project Board Meetings and Joint Committee Meetings from time to time as non-voting members pursuant to Clauses 8 (Project Board) and 6.18 (Joint Committee) respectively)
<b>"Project Tasks"</b>	means as defined in Clause 4.1 (Duties of the Lead Council and other Councils) being the administrative tasks as set out in Schedule 1 (Project Tasks) as may be amended from time to time by the Councils in accordance with the terms of this Agreement
<b>"Solution"</b>	means as defined in Recital (A)
<b>"Statutory Officer"</b>	means each Council's head of paid service, monitoring officer (both as defined pursuant to the Local Government and Housing Act 1989) and Chief Finance Officer (section 151 officer) as defined in the Act
<b>"Termination Sum"</b>	means any sum payable for Project assets by the Lead Council to the Contractor as compensation on termination caused due to Lead Council default or voluntary termination or relevant discharge terms paid due to the Lead Council acting ultra vires, Contractor default on a no retendering basis (fair market valuation), Contractor default due to breach of the refinancing provisions, force majeure, uninsurability consequences or corrupt gifts and fraud early termination of the Project Agreement
<b>"Vice-Chair"</b>	means the vice-chair of the Joint Committee (duly appointed pursuant to paragraph 10 of Part 2 of Schedule 2 (Joint Committee Terms of Reference)); and
<b>"WG"</b>	means the Welsh Government.

1.2 The principles set out in Clause 1.1 above shall be borne in mind and applied so far as appropriate in the interpretation of this Agreement and in the resolution of any dispute under this Agreement.

### 1.3 Interpretation

In this Agreement, except where the context otherwise requires:-

1.3.1 each gender includes all genders;

- 1.3.2 except as where expressly defined within the Agreement, all words and expressions used throughout this Agreement shall have the same meaning as given under the Project Agreement;
- 1.3.3 the singular includes the plural and vice versa;
- 1.3.4 a reference to any clause, sub-clause, paragraph, Schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Agreement;
- 1.3.5 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.3.6 any reference to legislation (including subsidiary legislation), determinations and directions shall be construed as a reference to any legislation, determinations, directions and statutory guidance as amended, replaced, consolidated or re-enacted;
- 1.3.7 a reference to a public organisation (to include, for the avoidance of doubt, any Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both of the waste disposal functions and responsibilities of such public organisation;
- 1.3.8 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.3.9 any reference to a requirement for "**consent**" or "**approval**" shall be taken to be the prior written consent or approval of the relevant body or person;
- 1.3.10 the schedule, clause, sub-clause and (where provided) paragraph headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 1.3.11 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.3.12 any reference to the title of an officer or any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to; and
- 1.3.13 in this Agreement, save where otherwise provided, references to amounts expressed to be "**indexed**" are references to such amounts, multiplied by:  
  
Index<sub>1</sub>  
  
Index<sub>2</sub>
- 1.3.14 where "**Index<sub>1</sub>**" is the value of RPIX most recently published prior to the relevant calculation date and "**Index<sub>2</sub>**" is the value of RPIX on [REDACTED].

#### 1.4 Schedules

The Schedules to this Agreement form part of this Agreement. This Agreement and its Schedules shall be read and taken together. In the event of any inconsistency or conflict between these terms and conditions in this Agreement and the contents of any of the Schedules these terms and conditions shall prevail.

## 2. COMMENCEMENT, DURATION AND TERMINATION

### 2.1 Duration of Agreement

2.1.1 Subject to Clause 2.1.2 this Agreement shall continue in full force and effect from the Commencement Date until the earlier of the following dates:-

- (a) all the Councils agree in writing to its termination; or
- (b) there is only one (1) remaining Council who has not withdrawn from this Agreement in accordance with Clause 16 (Withdrawal); or
- (c) the date falling six (6) months after the expiry or earlier termination of the Project Agreement.

2.1.2 Notwithstanding the provisions of Clause 2.1.1, Clause 17 (Dispute Resolution) of this Agreement shall continue in respect of any Dispute arising prior to the expiry of this Agreement until the date upon which such Dispute has been finally agreed or determined.

2.1.3 The Councils agree that following the Commencement Date the rights, liabilities and obligations of each Council set out within the First Inter-Authority Agreement shall be superseded by the rights, liabilities and obligations set out in this Agreement.

### 2.2 Breaches of this Agreement and Remediation

**[DN: The process and time limits for dealing with failures to comply with this Agreement should be discussed and agreed between the Councils]**

2.2.1 At any time the Chief Executive of any of the Councils (the “**First Council**”) may serve a notice on one of the other Councils (the “**Other Council**”) a notice (the “**Default Notice**”), alleging that the Other Council has failed to comply with its obligations under this Agreement, setting out any suggested remedial action and any damage which the First Council has or is likely to suffer as a result of the alleged failure.

2.2.2 A Council in receipt of a Default Notice shall have **[ten (10) Business Days]** (or such longer period as agreed between the Parties (acting reasonably)), within which to serve on the Chief Executive of the First Council who served the Default Notice a “**Counternotice**”, setting out in respect of every matter contained in the Default Notice proposals for the remediation of the alleged failure including a proposed timescale in which the remediation will be completed and making good any loss which the First Council has suffered or may suffer as a result of the failure or the reasons why that alleged failure is disputed.

2.2.3 Within **[ten (10) Business Days]** (or such longer period as agreed between the Parties (acting reasonably)) of receipt of a Counternotice, the Chief Executive of the First Council shall send to the Chief Executive of the Other Council a notice (the “**Notice of Acceptance**”) of any proposals contained in the Counternotice in so far as those proposals are accepted by the First Council, and may send a notice (the “**Notice of Dispute**”) of any proposals contained in the Counternotice insofar as those proposals are not accepted and setting out in respect of each proposal which is not accepted by the First Council why it is considered to be unacceptable.

2.2.4 Where any proposal in a Counternotice is accepted in a Notice of Acceptance, the Other Council shall implement that proposal as soon as reasonably practicable.

2.2.5 Where any matter is contained in a Notice of Dispute, it shall fall to be dealt with under the disputes procedure set out in Clause 17 (Dispute Resolution).

### 2.3 Termination of Participation of a Partner Council or Lead Council

2.3.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any Council ("**Defaulter**") by the other Councils ("**Non-Defaulting Councils**") acting unanimously in giving written notice to the Defaulter effective on receipt where the Defaulter breaches any of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within [sixty (60) Business Days] (or such other period as agreed by the Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.

2.3.2 The Councils acknowledge that a decision to terminate the participation of a Council shall be treated as a Matter Reserved To The Councils.

2.3.3 If this Agreement is terminated in accordance with Clause 2.1 (Duration of Agreement), Clause 2.3.1 (Termination of Participation of a Partner Council or Lead Council), save for the obligations set out in [Clause 11 (Sites)], Clause 23 (Councils' Obligations Following Expiry or Earlier Termination), Clause 25 (Confidentiality and Announcements) and Clause 2.4 (Effects of Termination of the Lead Council), the Councils shall be released from their respective obligations described in this Agreement<sup>4</sup>.

2.3.4 The Councils acknowledge and agree that:

- (a) the Project has been modelled on the basis of participation by the Councils and that there are considerable economic benefits to be achieved as a result of such joint working; and
- (b) accordingly, in the event that this Agreement is terminated in relation to any Council pursuant to Clause 2.3.1 (Termination of Participation of a Partner Council or Lead Council) such Defaulter shall, subject to Clause 23 (Councils' Obligations Following Expiry or Earlier Termination), be liable to the Non-Defaulting Council or Councils for their consequential loss as set out in a Liability Report issued to the Defaulter within [fourteen (14)] days of the notice of termination (such Liability Report being prepared by the Contract Manager and provided to all the Councils which shall be discussed and agreed by the Joint Committee at its next meeting or a specially convened meeting if the next meeting falls more than two (2) weeks after the issue of the Liability Report). The Non-Defaulting Councils shall have a duty, acting reasonably, to mitigate any losses which they suffer due to the financial and resource implications set out in the Liability Report.
- (c) pursuant to Clause 23 (Councils Obligations Following Early Termination of the Project Agreement), if a Defaulter causes the early termination of the Project Agreement, such Defaulter shall be liable to the other Councils in accordance with Clause [ ] and the Liability Report (prepared in accordance with Clause [ ] above) shall reflect such liabilities;
- (d) any amounts payable by a Defaulter set out in a Liability Report shall be paid by the Defaulter within [ ] Business Days<sup>5</sup>

<sup>4</sup> To draft out and list any continuing obligation/survivorship clauses.

<sup>5</sup> Time period to be agreed.

following agreement of the Liability Report by the Joint Committee or determined under Clause 2.8.5; and

- (e) any failure by the Joint Committee to agree the amounts payable as set out in the Liability Report within [ ] Business Days<sup>6</sup> shall be referred under Clause 17 (Dispute Resolution) as a dispute for resolution.

## 2.4 Effects of Termination of the Lead Council

The Councils acknowledge and agree that if the Lead Council (or any subsequent lead council) is terminated in accordance with the provisions of Clause 2.3 (Termination of Participation of a Partner Council or Lead Council), then the Lead Council (or any subsequent lead council), shall, prior to their termination from the Project:-

2.4.1 novate each of the Contract Documents (including but not limited to the Project Agreement, Independent Certifiers' Appointment, Parent Company Guarantee) to the new lead council as selected by the remaining Councils; and

2.4.2 comply with the obligations set out at Clause 11.2.

## 3. PRINCIPLES AND KEY OBJECTIVES

3.1 The Councils intend this Agreement to be legally binding.

3.2 The Councils agree to work together to carry out the Project Tasks and activities in accordance with the terms of this Agreement.

3.3 Each of the Councils hereby represents to each other Council that it has obtained all necessary consents sufficient to ensure the delegation of functions provided by this Agreement for the Project.

3.4 The Councils commit to share data and knowledge relevant to the Project where appropriate and in accordance with their duties under the DPA.

3.5 Without prejudice to the terms of this Agreement, the Councils agree that they will conduct their relationship in accordance with the following principles:-

### 3.5.1 Openness and Trust

in relation to this Agreement the Councils will act in accordance with a duty of good faith to each other, be open and trusting in their dealings with each other, make information and analysis available to each other, use such information to support the Project, discuss and develop ideas openly and contribute fully to all aspects of making the joint working successful. Whilst respecting the mutual need for commercial confidentiality, the Councils will willingly embrace a commitment to transparency in their dealings and in particular a need to comply with statutory access to information requirements including the Environmental Information Regulations 2004 (SI 2004/3391) and the Freedom of Information Act 2000 and supporting codes of practice. The Councils will be aware of the need for and respect matters of commercial confidentiality and potential sensitivity;

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<sup>6</sup> As above.

### 3.5.2 **Commitment and Drive**

the Councils will be fully committed to working jointly, will seek to fully motivate employees and will address the challenges of the Project with drive, enthusiasm and a determination to succeed;

### 3.5.3 **Skills and Creativity**

the Councils recognise that each brings complementary skills and knowledge which they will apply creatively to achieving the Councils' objectives, continuity, resolution of difficulties and the development of the joint working relationship and the personnel working within it. It is recognised that this will involve the appreciation and adoption of common values;

### 3.5.4 **Effective Relationships**

the roles and responsibilities of each Council will be clear with relationships developed at the appropriate levels within each organisation with direct and easy access to each other's representatives;

### 3.5.5 **Developing and Adapting**

the Councils recognise that they are engaged in what could be a long term business relationship for mutual benefit through the achievement of the Project which needs to develop and adapt and each Council will use reasonable endeavours to develop and maintain an effective joint process to ensure that the relationship develops appropriately and in line with these principles and objectives including ensuring that the Lead Council's obligations within the Project Agreement are met at all times;

### 3.5.6 **Reputation and Standing**

the Councils agree that, in relation to this Agreement and the Project generally, they shall pay the utmost regard to the standing and reputation of one another and shall not do or fail to do anything which may bring the standing or reputation of any other Council into disrepute or attract adverse publicity to any other Council;

### 3.5.7 **Reasonableness of Decision Making**

the Councils agree that all decisions made in relation to this Agreement and the Project generally shall be made by them acting reasonably and in good faith; and

### 3.5.8 **Members and Officers' Commitments**

each Council shall use its reasonable endeavours to procure that their respective members and officers who are involved in the Project shall at all times act in the best interests of the Project, devote sufficient resources to the Project and respond in a timely manner to all relevant requests from the other Councils.

### 3.5.9 **Welsh Language Measure**

the Councils agree to cooperate in good faith with each other in the compliance of their obligations under the Welsh Language Measure.



#### 4. DUTIES OF THE LEAD COUNCIL AND OTHER COUNCILS

- 4.1 Subject to section 101(4) of the Act, the Councils (acting severally) have agreed, with effect from the Commencement Date, that Flintshire Council acting through its Chief Executive will be the Lead Council for the carrying out of the Project administrative and representative functions (following, where relevant, any approvals required from the Councils) (the "**Project Tasks**") which shall be carried out for and on behalf of itself and the other Councils and Flintshire Council agrees to act in that capacity subject to and in accordance with the terms of this Agreement.
- 4.2 The Councils shall recognise the existence of and comply with the decisions that have been delegated to the Joint Committee. For the avoidance of doubt the Councils shall have the right to and shall make individual independent decisions on matters referred to each of them by the Joint Committee for decision and on matters not delegated or referred to the Joint Committee.
- 4.3 The Joint Committee shall decide:
- 4.3.1 the detailed scope and authority of the Lead Council role;
  - 4.3.2 by reference to the Contract Documents the administrative and representative functions of the Lead Council being:
    - (a) administrative functions which can be undertaken by the Lead Council without the need for consultation with the Joint Committee; or
    - (b) representative functions which will be instructed by the Joint Committee (whether in accordance with the established standing orders of the Joint Committee or otherwise) and communicated to the Contractor by the Lead Council;
  - 4.3.3 consultation and reporting requirements between the Lead Council and the Joint Committee.
- 4.4 For the avoidance of doubt the Councils have agreed that the role of Lead Council includes (but is not limited to):-
- 4.4.1 acting on behalf of the Councils in the management and supervision of the Project;
  - 4.4.2 acting under the direction of the Joint Committee provided always that the Joint Committee can only direct in accordance with terms of the Project Agreement;
  - 4.4.3 for any function the Lead Council shall act on behalf of and in the interests of the Partnership;
  - 4.4.4 liaising with the Contractor and the Contractor's Representative;
  - 4.4.5 participating in the Liaison Committee (and co-ordination of the ten (10) Council representatives, being two representatives from each of the Councils, who are appointed to the Liaison Committee for the purposes of Schedule 18 (Liaison Procedure) of the Project Agreement));
  - 4.4.6 subject to indemnities acting as the employing authority for any staff involved in the administration of the Project who shall report to the Project Board in accordance with this Agreement (including the Contract Manager);
  - 4.4.7 being the legal point of contact for the purposes of managing the Project;

- 4.4.8 providing such additional administrative resources and office facilities that may be necessary for the purpose of discharging the Project and holding all central funds;
  - 4.4.9 responsibility for liaison and communication with WG and co-ordination of communication and public relations;
  - 4.4.10 responsibility for conducting an internal audit and reporting on its findings to the Joint Committee;
  - 4.4.11 managing the application of the Annual Budget in respect of the Project and reporting on expenditure to the Joint Committee; and
  - 4.4.12 having powers to enter into contracts for consultants as required for the purposes of the Project following prior approval from the Project Board.
- 4.5 If the Lead Council defaults and the Agreement is terminated in respect of it pursuant to Clause 2.3.1 (Termination) or the Lead Council withdraws pursuant to Clause 16 (Withdrawal), then a replacement Lead Council will be appointed by the Joint Committee and the withdrawing Lead Council or Lead Council as Defaulter (as the case may be) voting members on the Joint Committee will not have the right to vote in regard to any such appointment.
- 4.6 The Councils acknowledge that the Lead Council role in the administration of the Project Agreement shall be largely discharged by the Contract Manager acting as the Authority's Representative as defined under the Project Agreement.
- 4.7 The Contract Manager shall:
- 4.7.1 be employed by or seconded to the Lead Council and report to the Project Board as line manager;
  - 4.7.2 conduct all day to day business for the Project to satisfy the Lead Council's obligations to the Contractor under the Project Agreement;
  - 4.7.3 potentially have staff reporting to him or her who may be seconded from the other Councils (not being the Lead Council);
  - 4.7.4 notify the Lead Council (without undue delay) of any matter that may reasonably be expected to have a local and/or political significance to any Council.

**[DN: The Councils acknowledge and agree that under the terms of the Project Agreement there will be a commitment to make payments for not less than the Minimum Tonnage of Contract Waste to the Contractor per year. Accordingly, if any Council fails to deliver its Minimum Tonnage guarantee of Contract Waste in any year, such Council shall still be liable for its Minimum Payment. Details in respect of each Councils Minimum Tonnage guarantee/Minimum Payment will be set out in Schedule 9 (Payment Proportions).]**

- 4.8 The Councils agree and undertake to commit to the Project in accordance with the terms of this Agreement and not to commission and/or undertake any procurement and/or Project that seeks or would procure the delivery of all or any part of the Project outside the terms of this Agreement (including (without limitation) wilfully diverting Contract Waste away from the Project) unless and until it shall have withdrawn from the Project in accordance with Clause 16 (Withdrawal). The Councils acknowledge that their commitment to a minimum tonnage guarantee for residual waste remains whether they consider alternative waste collection or recycling programmes and that pursuant to [Part 3 of Schedule 9 (Payment Proportions) they shall be collectively liable for the minimum tonnage guarantee payments where there is an overall shortfall by the Councils collectively in supplying sufficient waste to the Key Facility (and that

the terms of Part 3 of Schedule 9 (Payment Proportions) shall address any intra-Councils commercial arrangements in meeting the Project's minimum tonnage guarantee).]

- 4.9 Each Council warrants to the other Councils that it shall observe and comply with the terms of each of the Contract Documents and shall, subject to the remaining provisions of this Agreement, indemnify the other Councils in respect of any loss, damage or expense caused as a result of its breach of any of the Contract Documents.
- 4.10 Each Council shall co-operate with the other Councils in good faith in order to facilitate the performance of their respective obligations under the Contract Documents and to avoid and/or mitigate any additional costs, expenses, delays or disruption to the Project provided that (subject to the specific obligations within this Agreement) no Council shall be under any duty to fulfil obligations which are the responsibility of any other Council.
- 4.11 Each Council acknowledges that it shall not exercise or waive any right under any of the Contract Documents where such exercise or waiver has not first been approved in accordance with this Agreement.
- 4.12 Each Council in entering into the Contract Documents shall be deemed to have satisfied itself of all relevant matters and shall not rely on any representations made by any other Council in respect of the Contract Documents.
- 4.13 For the duration of this Agreement, the Lead Council shall act as the primary interface with the Contractor, WG, Infrastructure UK and any other body necessary to carry out the Project Tasks in accordance with the terms of this Agreement.
- 4.14 For the duration of this Agreement, the Lead Council shall act diligently and in good faith in all its dealings with the Contractor and the other Councils and it shall use all reasonable endeavours to carry out the Project Tasks in accordance with any WG guidance and any other applicable legislation.

## 5. DECISION MAKING

- 5.1 In terms of the need for decisions and other actions to be taken and carried out for the Project Tasks, the Councils have identified the following four (4) categories together with the means by which they will be taken:-

5.1.1 **"Contract Manager Matter"** – being the day to day management of the Project (in accordance with the terms of the Project Agreement) pursuant to Clause [4.7] which shall include any decision which has (or is reasonably expected to have) an annual financial impact on the Project of up to (and including) [£ ]<sup>7</sup>, except in circumstances where such decision could reasonably be expected to have local and/or political significance to any of the Councils, in which case such decision shall be elevated to the Project Board, provided always that the Contact Manager may refer any matter to the Project Board;

5.1.2 **"Project Board Matter"** - being a matter which is to be decided upon [(pursuant to Clause 8 and Schedule 3 (Project Board Terms of Reference))] at a quorate meeting of the Project Board by those present and entitled to vote and which shall have (or is reasonably expected to have) an annual financial impact on the Project of up to [£ ] or be a matter referred to the Project Board by the Contract Manager. Any decision made by the Project Board in relation to a Project Board Matter within these financial parameters shall be binding on all of the Councils. Any decision to be made on a matter

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<sup>7</sup> Appropriate figure to be determined.

with an impact (or expected impact) in excess of these parameters shall be elevated to the Joint Committee, provided always that the Project Board can refer any matter of any financial value to the Joint Committee if they so decide;

5.1.3 **"Joint Committee Matter"** – being a matter which is to be decided upon at a quorate meeting of the Joint Committee by those present and entitled pursuant to Clause (Joint Committee Terms of Reference) to vote and which shall have (or is reasonably expected to have) an annual financial impact on the Project of up to [£ ] or be a matter referred to the Joint Committee by the Project Board. Any decision made by the Joint Committee in relation to a Joint Committee Matter within these financial parameters shall be binding on all of the Councils. Any decision to be made on a matter with an impact (or expected impact) in excess of these parameters shall be referred as a Matter Reserved To The Councils. The Joint Committee may determine that any Joint Committee Matter or any Project Board Matter may be referred back to each Council for decision as a Matter Reserved To The Councils and/or make a decision to delegate any matter to the Project Board for decision; and

5.1.4 **"Matter Reserved To The Councils"** – being a matter which will have to be referred to each Council for decision (at a meeting of either the relevant cabinet or full Council at the discretion of each Council) and, for the avoidance of doubt, any such matter will not be dealt with by the Project Board or the Joint Committee (as the case may be) until the matter has been determined by all of the Councils. If the Councils fail to reach the same decision in respect of such matter then the matter shall be referred under Clause 17 (Dispute Resolution) as a dispute for resolution.

and in each case, such matters are identified in Schedule 1 (Project Tasks).

5.2 [The Councils agree that in due course, should they elect to set up a joint scrutiny committee, each Council shall seek the necessary approvals in order to set up such a committee.]<sup>8</sup>

5.3 Each Council acknowledges and agrees that the Lead Council shall have the power and the entitlement to require a decision that in its opinion (acting reasonably) shall either:

5.3.1 mean a substantive change to the size or nature of the Facilities; or

5.3.2 mean a substantive change to the size or nature of the Project,

to be referred as a Matter Reserved To The Councils and such decision shall not be implemented unless approved by all of the Councils.

## 6. **JOINT COMMITTEE**

6.1 The Councils shall form the joint committee ("**Joint Committee**"), which shall, for the avoidance of doubt, supersede and replace the "Joint Committee" formed pursuant to the First Inter-Authority Agreement to carry out the functions set out in Schedule 2 (Joint Committee Terms of Reference).

6.2 The Joint Committee shall not have power to approve any Matter Reserved To The Councils pursuant to Clause 5.1.4.

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<sup>8</sup> It is noted that whilst the Councils would prefer to determine their own Scrutiny process internally, would Councils prefer to leave the above wording in to cover the possibility of a joint scrutiny committee being set up at some point in the future or should this be removed?

- 6.3 At meetings of the Joint Committee each elected member from each Council shall have one vote. Subject to the Lead Council's right to refer a decision pursuant to Clause 5.3 as a Matter Reserved To The Councils, decisions at meetings of the Joint Committee will be taken by a majority vote. The Contract Manager shall not have a vote.
- 6.4 If, at a meeting of the Joint Committee, a matter is not determined by a majority vote pursuant to Clause 6.3, that matter ("**JC Unresolved Matter**") shall be deferred for consideration at the next Joint Committee Meeting which shall be convened within [ten (10) Business Days] of that meeting. If at the reconvened Joint Committee meeting the JC Unresolved Matter is not determined by a majority vote, the Chairperson shall have a casting vote in respect of that JC Unresolved Matter.
- 6.5 Without prejudice to Clause 6.4, if one Council requests that a decision of the Joint Committee be deferred, the Chairperson shall defer such decision until the next Joint Committee Meeting which shall be convened within the next [ten (10) Business Days] of that meeting.
- 6.6 Each Council shall provide all relevant information reasonably required upon request by the Joint Committee and shall comply with any decisions of the Joint Committee to request such information.
- 6.7 Each Council shall consult with the other Councils to ensure the diligent progress of the day to day matters relating to any Joint Committee Matters.
- 6.8 The administrative costs and expenses of the Joint Committee incurred in accordance with the Annual Budget for setting up and conducting meetings of the Joint Committee shall be reimbursed by the Councils and arrangements for such reimbursement shall be agreed between the Councils and reviewed each year when the draft Annual Budget is prepared by the Project Board, considered by the Joint Committee and approved by the Councils.
- 6.9 The costs and expenses of the Joint Committee for the Contract Year [2014-2015] (which will precede the preparation of the first Annual Budget and be a transitional Contract Year) will be reimbursed as follows:
- 6.9.1 each of the Councils agrees in principle to pay any costs required in accordance with the cost sharing arrangements agreed by the Councils in place immediately prior to the completion of this Agreement; and
- 6.9.2 the costs shall be met by the Councils (following recommendations by the Project Board) as the Joint Committee may decide, else in absence of agreed recommendations shall be met equally.
- 6.10 When working as a member of a Joint Committee, the members shall be deemed to be working on behalf of their own Council even where the particular matter under consideration relates to or also relates to one of the other Councils.
- 6.11 When working on behalf of the Project, officers shall be deemed to be working on behalf of all their employing Councils, and made available and working on behalf of the other Councils under section 113 of the Act.
- 6.12 In consequence of the above, both members and officers shall be treated as falling within the statutory immunity provided by section 265 of the Public Health Act 1875, as amended, in respect of the Project.
- 6.13 None of the Councils shall have any liability to the other Councils in respect of any loss which those other Councils may suffer as a consequence of any action or omission by any officer whilst working on the Project on behalf of the Joint Committee.

- 6.14 The Lead Council will provide clerical support for the Joint Committee including convening meetings and maintaining minutes.
- 6.15 Constitutional arrangements for the Joint Committee are set out in Part 2 of Schedule 2 (Joint Committee Terms of Reference).
- 6.16 The Joint Committee shall delegate such operational functions to the Project Board as specified in Schedule 1 (Project Tasks) which may in turn delegate appropriate matters to the Contract Manager.

## 7. ANNUAL BUDGET

**[It is agreed in principle that during the Works Period of the Project the Contract Management Costs associated with the Project shall be split equally between the Councils. During the Services Period of the Project when the Facility is operational and up until expiry or early termination, the Contract Management Costs shall be on a pro-rata basis proportional to the actual tonnages delivered by each Council.]**

- 7.1 The Joint Committee shall by not later than November in each Contract Year consider and recommend a draft Annual Budget prepared by the Project Board for the following Contract Year which, in its opinion and based on the preceding Contract Year's actual spend and the Project plan prepared pursuant to Clause 10.1 (Business Plan and Work Programme), it reasonably requires to achieve its objectives in relation to the Project and to secure the funding requirement for the Lead Council to fulfil its obligations under this Agreement on behalf of the Councils. For the avoidance of doubt the Joint Committee has no budget setting or managing responsibility and the approval of the Annual Budget (as part of the Councils' wider budget setting procedure) is a Matter Reserved To The Councils.
- 7.2 The draft Annual Budget shall contain draft estimates of revenue income and expenditure of the Joint Committee for or in relation to the discharge of the Joint Committee's agreed functions. The estimates shall include details as to how the expenditure is to be financed including a breakdown of the contributions required from each Council.
- 7.3 [The Councils each agree and undertake to contribute an annual sum for each "Spend year".
- 7.4 Each of the Councils shall irrevocably make available to the Lead Council their share of the Annual Budget.<sup>9</sup> The Annual Budget (including any contingency sum) shall not be exceeded without the prior approval of the Councils.
- 7.5 The Lead Council shall be the accountable body for the Annual Budget and shall, pursuant to Clauses 13.1 to 13.4 (Accounts), prepare and keep accounts and shall make all accounts records and other documents available for inspection by any Council on request. The Joint Committee role is to oversee and procure the monitoring of the Annual Budget for the purposes of Councils' scrutiny.
- 7.6 Whenever any sum of money is recoverable from or payable by a Council it may be deducted from any sum then due to that Council under this Agreement and vice versa.
- 7.7 The Lead Council shall within twenty-eight (28) days of the conclusion of an Accounting Period prepare and serve on each Council a schedule of payments itemised by reference to the Heads of Expenditure set out in Schedule 5 (Annual Budget) and certified by the Lead Finance Officer as being in respect of that Council's

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<sup>9</sup> For the avoidance of doubt these costs will include the Lead Councils costs including any recruitment, legal and financial costs incurred by the Lead Council associated with its role of management and supervision of the Project (see Schedule 5 for further details).

proportion of the costs which have been properly incurred in accordance with the terms of this Agreement for that Accounting Period. Such schedule of payments shall be payable by the Councils within thirty-five (35) days.

7.8 The costs associated with providing internal resources in relation to the Project Tasks shall (if not included within the Annual Budget and shared between the Councils), subject to Clause 7.10, be borne by the Council providing that internal resource. However, any additional costs and external costs required shall be shared equally by the Councils provided that such costs have received prior written approval from the Project Team (subject to where such additional costs and/or external costs exceed or are anticipated to exceed an aggregate total of five thousand pounds (£5,000) (indexed) in value in any single Contract Year they shall require the Project Team to secure prior written approval from the Project Board) and that such sums fall within the Project spend profile agreed by the Councils set out at Schedule 5 (Annual Budget). Any additional costs and external costs sought from Project funds which are not included in the spend profile at Schedule 5 (Annual Budget) will be dealt with pursuant to Clause 7.9 below.

7.9 The Councils hereby agree that:-

7.9.1 if one of the Councils wishes to carry out any work or incur any cost or expenses in relation to the Project exceeding an aggregate total of one thousand pounds (£1,000) (indexed) in any single Contract Year or requests the Joint Committee, the Project Board or any member or officer appointed to or engaged to support the Project to carry out any work or to incur any cost or expense that is not envisaged by the spend profile set out at Schedule 5 (Annual Budget) then such Council shall seek the prior written approval of the Contract Manager to approve it and allocate Project funding else it shall have to bear the cost itself; and

7.9.2 if one of the Councils carries out any work or incurs any cost or expenses or requests the Joint Committee, the Project Board or any member or officer appointed to or engaged to support the Project to carry out any work or to incur any cost or expense in relation to the Project that is not envisaged by the Contract Manager to be an efficient use of time and/or resources, that matter shall, at the discretion of the Contract Manager or at the request of the relevant Council, be referred to the Project Board for a decision as to whether such work, cost or expense is part of the Project or whether such work, cost or expense should be the entire responsibility of the Council so carrying it out or requesting it (as the case may be),

subject to such approval or decision not being unreasonably withheld or delayed by the Contract Manager and/or the Project Board and in the case of dispute Clause 17 (Dispute Resolution) shall apply.

7.10 The Councils hereby agree that if one of the Councils believes it is likely to incur disproportionate internal resource costs (compared to the Project spend profile set out at Schedule 5 (Annual Budget)) pursuant to Clause 7.8 that matter shall be referred to the Project Board for a decision as to whether such costs will be disproportionate and whether any contributions should be made to this cost by the other Councils.

## 8. PROJECT BOARD

8.1 The Councils shall form the Project Board ("**Project Board**") for the purpose of the day-to-day management of the Project and the Contract Manager and the implementation and monitoring of the process and to carry out those functions set out in Schedule 1 (Project Tasks) as being functions of the Project Board and in accordance with the Project Board's Terms of Reference as set on in Schedule 3 (Project Board Terms of Reference).

- 8.2 The Project Board shall have the powers to make decisions and recommendations within its Terms of Reference as set out in Schedule 3 (Project Board Terms of Reference) but shall not have power to approve any Joint Committee Matter or any Matter Reserved To The Councils pursuant to Clause 5.1.4.
- 8.3 Notwithstanding the above, the following specific functions are given to the Project Board:-
- 8.3.1 prior approval of all reports for decision by the Joint Committee save if impractical in the case of a special meeting; and
- 8.3.2 monitoring of:
- (a) the Annual Budget as agreed by the Joint Committee and approved by the Councils;
  - (b) the costs expended against the Annual Budget to ensure that the Project remains within budget; and
  - (c) the Unitary Charge payments or other payments to the Contractor for Services (including the Commissioning Services and the Interim Services) delivered against the overall forecast Unitary Charge for each Contract Year.
- 8.4 Each Council shall appoint one senior officer representative [(being a director or head of service)]<sup>10</sup> to the Project Board. The Chairperson of the Project Board shall be a director of the Lead Council appointed by the Project Board from time to time. Each such representative shall have one vote on any matter to be determined by the Project Board. Decisions at meetings of the Project Board will be taken by a majority vote.
- 8.5 The quorum necessary for a Project Board Meeting shall be a senior officer representative each Council unless such a quorum is not reached in which case the relevant meeting shall be re-convened and the required quorum shall be a senior officer representative from each of the five (5) Councils (in person or by telephone or video-conference facility). The Contract Manager, the Lead Finance Officer, the legal, procurement and technical officers for each Council shall be entitled to attend the meetings of the Project Board but not vote.
- 8.6 The section 151 officer and/or the monitoring officer for each Council shall be entitled to attend and participate in Project Board Meetings in a non-voting capacity.
- 8.7 If, at a meeting of the Project Board, a matter is not determined by a majority vote pursuant to Clause 8.4, such matter ("**PB Unresolved Matter**") shall be deferred for consideration at the next Project Board Meeting which shall be convened within [ten (10) Business Days] of that meeting. If at the reconvened Project Board Meeting the PB Unresolved Matter is not determined by a majority vote, subject to the Lead Council's right to refer a decision pursuant to Clause 5.3 as a Matter Reserved To The Councils, that matter shall be referred for a decision by the Joint Committee.
- 8.8 The Councils may, at their discretion, replace their representatives appointed to the Project Board provided that such replacement shall be on the same basis as the original appointed and provided further that no senior technical officer of the Project Board shall be removed or replaced by any Council without that Council giving prior written notice as soon as reasonably practicable of its intention to remove or replace that representative.

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<sup>10</sup> Councils to confirm.



8.9 Each Council shall also appoint one (1) substitute representative in the event that appointed representatives to the Project Board are unable or incapable of discharging their functions.

8.10 Each Council's substitute representative shall be entitled to attend meetings of the Project Board but shall only be entitled to vote in the absence of his or her corresponding voting representative.

8.11 The Project Board shall meet as and when required in accordance with the timetable for the Project.

## 9. **PROJECT OFFICERS**

9.1 The Joint Committee shall determine from time to time the necessity of the officers set out below (the "**Project Officers**") for the purposes of the Project:

9.1.1 the Contract Manager; and

9.1.2 such further officers (including but not limited to financial advisors, legal advisors and technical advisors) acting under the direction of the Contract Manager in his responsibilities in respect of the Project (insofar as the costs of such officers have been identified within the Annual Budget or otherwise provided for by one (1) or more of the Councils).

9.2 The Councils shall make their officers available as necessary for the purpose of the Project.

9.3 As and when requested by the Joint Committee, the Lead Council shall appoint the Project Officers (advised by the head of human resources or equivalent officer of the Lead Council and shall act within the employment procedure rules and policies of the Lead Council):

9.4 Project Officers may be:

9.4.1 appointed specifically and exclusively for the purpose of the Project to the employment of the Lead Council, on terms and for such duration as may be appropriate to that purpose, and the Lead Council shall make them available full-time or part-time for the performance of their functions under this Agreement; or

9.4.2 seconded by the Councils for the purpose of the Project to the Lead Council on terms and for such duration as may be appropriate to that purpose, and the relevant Council shall make them available full-time or part-time for the performance of their functions under this Agreement.

## 10. **BUSINESS PLAN AND WORK PROGRAMME**

10.1 The Contract Manager shall continually monitor all aspects of the Project's performance and prepare the Performance and Improvement Plan.

10.2 No later than [REDACTED]<sup>11</sup> in any Contract Year, the Contract Manager shall present the draft Performance and Improvement Plan including any resource requirements for the Project and the draft Annual Budget to the Project Board to enable the Project Board to be made aware of any significant changes which they may refer for approval and recommendation to the Joint Committee including any anticipated Authority Changes under the Project Agreement.

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<sup>11</sup> Date to be agreed and confirmed by Councils.

10.3 The Performance and Improvement Plan for the Project, as amended where necessary and as approved by the Joint Committee, shall form:

10.3.1 the basis of the Joint Committee's request to each Council for future budgetary provision and for resources pursuant to Clause 7.1 (Annual Budget); and

10.3.2 an instruction from the Joint Committee to the Project Board.

#### 10A **AIR QUALITY MONITORING**

The Councils agree that there will be additional air quality monitoring undertaken for the period of 1 year from the Service Commencement Date at the discretion of the Joint Committee. Costs will be shared on a pro rata basis per actual tonnages delivered. Thereafter, the said monitoring will be subject to review by the Joint Committee.

#### 11. **SITES AND DECOMMISSIONING**

##### **Arrangements on Expiry or Early Termination**

11.1 The Councils acknowledge that, upon the expiry of the Project the Site shall be retained by Flintshire Council.

11.2 In the event that Flintshire Council is terminated or withdraws from the Project (pursuant to Clause 2.3 (Termination of Participation of a Partner Council or Lead Council) or Clause 16 (Withdrawal) of this Agreement), then the Site will transfer<sup>12</sup> to the new lead council for the duration of the Project and upon expiry of the Project, the remaining Councils shall ensure that the Site is transferred back to Flintshire Council as soon as reasonably practicable.

**[DN: It is agreed in principle that on an early termination of the Project if the Facility is operational then the Partnership should seek to agree appropriate arrangements to continue the use of the Facility for the purposes of the remainder of the 25 years. If however, the Facility has not been built, then the Site shall be retained by Flintshire County Council and there shall be no further obligation for the Site to be used for the purposes of the Project.]**

**[If the Facility has been partly built but is not yet operational, then the Councils shall seek to discuss and agree appropriate arrangements for the Site and the Councils shall equally share the liability of any associated costs.]**

##### **Decommissioning**

11.3 Upon expiry or termination of the Project, the cost of decommissioning will be split equally between the Councils, unless Flintshire Council (in its absolute discretion) elects not to undertake decommissioning at the time of expiry or the early termination of the Project, in which case Flintshire Council shall be solely liable for any future decommissioning costs.

#### 11.4 **[New Waste Transfer Station**

The Councils acknowledge and agree that the new Waste Transfer Station (the "WTS") that is to be built for the purposes of the Project shall be funded by the Councils on an equal basis. If it is determined that the new WTS shall be built on a site that is provided by Conwy Council, then upon expiry or early termination of the Project the Site shall be retained by Conwy Council. If, however, the Partnership jointly fund and provide a site for the new WTS, then upon expiry or early termination

<sup>12</sup> Details in respect of the transfer to be confirmed by Property advisers.

of the Project the Councils agree to discuss and determine appropriate arrangements in respect of the site and the WTS].

#### 11.5 **Cost of Managing Waste prior to Haulage and Treatment**

**[DN: It is agreed in principle that where Welsh Government do not provide a grant for the element that covers the cost of managing waste prior to haulage and treatment, each Council would be responsible for their own transfer station operating costs, with no recourse to other Councils.]**

**Where Welsh Government do provide a grant for that element, all Councils will pay in to the Partnership an agreed amount per tonne for the Waste being managed within each Council area, and all Councils will receive an equitable share of the payment back, with the addition of the Welsh Government Grant. The amount aid "in" to the Partnership per tonne will be an amount agreed between the Councils (the starting point for the discussion would be the rate identified by the market testing / procurement exercise for the intended Conwy transfer station; this will ensure that the amount is based on a market rate).]**

#### 12. **PAYMENTS**

**[DN: Provisions setting out the process for receipt of payments from the Welsh Government and any banking and interest related provisions to be considered and confirmed by Finance.]**

##### **Incoming payment to the Lead Council of WG grant funding and other sums**

12.1 [Any grant funding from WG to the Councils in respect of the Project shall be paid to the Lead Council and each of the Councils' entitlement shall be on a pro rata basis in proportion to the forecast tonnages delivered by each of the Councils [in accordance with Schedule 9 (Payment Proportions), the Lead Council making such payments to the other Councils within **five (5) Business Days**]. In the event that the Lead Council fails to pay a Council within the five (5) Business Day period referred to above the Lead Council shall be liable to pay interest to the relevant Council at the Default Interest Rate, calculated from the due date for payment until (but excluding) the actual date of payment.]

12.2 [It is agreed in principle that in the event that the WG grant funding is withdrawn from the Project (and the Contractor is nor liable to replace the lost WG funding in accordance with the provisions of the Project Agreement), then the Councils shall be liable to cover the lost WG funding on a pro-rata basis in proportion to the actual tonnage provided by each of the Councils.]

##### **Invoices from Contractor**

**[DN: Finance to review and consider the below payment provisions.]**

12.3 The Councils acknowledge that the Lead Council's ability to agree and make payments to the Contractor is governed by the terms of the Project Agreement (specifically the Payment Mechanism).

12.4 The Councils acknowledge that Clause 45 (Payment and Invoicing) of the Project Agreement governs the process by which the Contractor invoices the Lead Council in respect of the Monthly Contract Payment and that, for the purposes of Clause 45 (Payment and Invoicing) of the Project Agreement, Flintshire Council (as Lead Council) will be responsible for making payment to the Contractor following receipt of such invoices.

- 12.5 The Councils acknowledge that the Lead Council's payment of the Monthly Contract Payment assumes a one hundred per cent (100%) availability and performance model.
- 12.6 On a monthly basis the Contract Manager (on behalf of the Lead Council) shall be responsible for taking decisions as to the appropriateness of any adjustments or Deductions (and contract default points or other remedies of the Lead Council) to be applied and made to the Contractor's invoice to the Lead Council due to poor performance or non-performance.
- 12.7 Within fifteen (15) Business Days of receipt of the Contractor's invoice in accordance with Clause 45.4 (Payment and Invoicing) of the Project Agreement, Conwy Council shall pay to Flintshire Council on receipt of a schedule of payments its proportion of the Monthly Contract Payment and any other relevant payments ("**Conwy's Payment Proportion**"), in each case calculated by reference to the relevant financial liabilities of the Councils as set out in Schedule 10 (Payment Proportions). In the event that Conwy Council fails to pay Conwy's Payment Proportion within the fifteen (15) Business Day period referred to above (the "**Due Date**") Conwy Council shall be liable to pay interest to Flintshire Council at the Default Interest Rate, calculated from the Due Date until (but excluding) the actual date of payment.
- 12.8 Within fifteen (15) Business Days of receipt of the Contractor's invoice in accordance with Clause 45.4 (Payment and Invoicing) of the Project Agreement, Denbighshire Council shall pay to Flintshire Council on receipt of a schedule of payments its proportion of the Monthly Contract Payment and any other relevant payments ("**Denbighshire's Payment Proportion**"), in each case calculated by reference to the relevant financial liabilities of the Councils as set out in Schedule 10 (Payment Proportions). In the event that Denbighshire Council fails to pay Denbighshire's Payment Proportion within the fifteen (15) Business Day period referred to above (the "**Due Date**") Denbighshire Council shall be liable to pay interest to Flintshire Council at the Default Interest Rate, calculated from the Due Date until (but excluding) the actual date of payment.
- 12.9 Within fifteen (15) Business Days of receipt of the Contractor's invoice in accordance with Clause 45.4 (Payment and Invoicing) of the Project Agreement, Gwynedd Council shall pay to Flintshire Council on receipt of a schedule of payments its proportion of the Monthly Contract Payment and any other relevant payments ("**Gwynedd's Payment Proportion**"), in each case calculated by reference to the relevant financial liabilities of the Councils as set out in Schedule 10 (Payment Proportions). In the event that Gwynedd Council fails to pay Gwynedd's Payment Proportion within the fifteen (15) Business Day period referred to above (the "**Due Date**") Gwynedd Council shall be liable to pay interest to Flintshire Council at the Default Interest Rate, calculated from the Due Date until (but excluding) the actual date of payment.
- 12.10 Within fifteen (15) Business Days of receipt of the Contractor's invoice in accordance with Clause 45.4 (Payment and Invoicing) of the Project Agreement, Isle of Anglesey Council shall pay to Flintshire Council on receipt of a schedule of payments its proportion of the Monthly Contract Payment and any other relevant payments ("**Isle of Anglesey's Payment Proportion**"), in each case calculated by reference to the relevant financial liabilities of the Councils as set out in Schedule 10 (Payment Proportions). In the event that Isle of Anglesey Council fails to pay Isle of Anglesey's Payment Proportion within the fifteen (15) Business Day period referred to above (the "**Due Date**") Isle of Anglesey Council shall be liable to pay interest to Flintshire Council at the Default Interest Rate, calculated from the Due Date until (but excluding) the actual date of payment.
- 12.11 The Councils shall ensure that there are always cleared funds paid in accordance with their respective share of contributions set out in a schedule of payments such that, subject to each Council fulfilling its payment obligations, the Lead Council shall always be capable of meeting its payment obligations to the Contractor. The Councils shall

not withhold payment of any intra-Councils sum due to the Lead Council which may be due to intra-Council disputes.

- 12.12 The Councils shall procure that, as regards this Project, the Lead Council is to remain cost and cash neutral for the planned term of the Project only insofar as the Lead Council satisfies its payment proportion and the payment obligations of the other Councils are set out in the Annual Budget.
- 12.13 The Councils agree that Flintshire Council as Lead Council shall (with the agreement of Conwy Council, Denbighshire Council, Gwynedd Council and Isle of Anglesey Council) be entitled to withhold payment of any disputed amounts as between the Lead Council and the Contractor in accordance with Clause 45 (Payment and Invoicing) of the Project Agreement but that the Lead Council shall not be entitled to withhold payment on the basis of a dispute solely between the Councils (any such dispute to be resolved in accordance with the provisions of Clause 17 (Dispute Resolution)).
- 12.14 Flintshire Council as Lead Council shall not agree to set-off any amounts owed by the Contractor to the Lead Council in accordance with Clause 46 (Set-Off) of the Project Agreement without the agreement of Conwy Borough Council, Denbighshire Council, Gwynedd Council and Isle of Anglesey Council (such agreement to include an agreement as to how Conwy's Payment Proportion, and/or Denbighshire's Payment Proportion and/or Gwynedd's Payment Proportion and/or Isle of Anglesey's Payment Proportion shall be amended as a result of such set-off).
- 12.15 [Subject to Clause 12.16 the Councils shall review their payment proportions as defined in Schedule 9 (Payment Proportions) for the items set out in Schedule 10 (Payment Proportions) (using fair and objective criteria supplied by the Project Board and recognising the principle of mutual benefit) on [30 September] following the Services Commencement Date (as defined in the Project Agreement) and at one (1) yearly intervals thereafter (or such other period as is agreed by the Councils) and shall agree any necessary amendments to this Clause 12. In default of such agreement, no amendment shall be made.
- 12.16 The Lead Council shall (following agreement by the Project Board and notification to the Joint Committee) be authorised to make adjustments, reconciliations or payments to recompense for significant anomalies in Project mutual benefit between the Councils (and for the avoidance of doubt where an anomaly between the Councils' modelled contributions exceeds [fifty thousand pounds (£50,000)] (indexed) per Accounting Period it shall be construed as significant).]

#### **Payments from Contractor**

- 12.17 Any payments to be made by the Contractor to the Lead Council in accordance with the terms of the Project Agreement (whether via an indemnity or through the imposition of Deductions or sanctions whose effects as between the Councils are set out in Part 2 of Schedule 9 (Payment Proportions) or otherwise) shall be apportioned between the relevant Councils to reflect the respective effects on each Council which are the subject of such payment:
- 12.17.1 where related to a [Performance Management Framework] item set out in Schedule 9 (Payment Proportions) in such proportions as defined in Part 2 of Schedule 9 (Payment Proportions); or
- 12.17.2 where not related to a [Performance Management Framework] item set out in Schedule 9 (Payment Proportions) by the Project Board in proportion to the level of cost incurred by each Council as a consequence of the actions and obligations pertaining to that Council's administrative area and works or services carried out under the Project Agreement in relation to that Council's administrative area.

- 12.18 The Lead Council shall, where Deductions apportioned to a Council exceed fifty thousand pounds (£50,000) (indexed) at the end of an Accounting Period, pay the sum of the Deductions to a Council within twenty (20) Business Days, unless otherwise agreed by the Project Board.

### **Taxation**

- 12.19 Each Council shall bear its own liability for any taxation or duty chargeable in the United Kingdom in respect of its participation in the arrangements under this Agreement and each Council undertakes to indemnify the other Councils in respect of any such taxation assessed on and paid by the other in respect of which the former is primarily liable.
- 12.20 Any supply made by one (1) Council to any other Council pursuant to this Agreement shall be exclusive of any value added tax chargeable on it, which shall (where required by law), be paid by the Council to whom the supply is made in addition to the payment for the supply, subject to the provision to it of a valid value added tax invoice.
- 12.21 All payments to be made by one (1) Council to another Council under this Agreement shall be made in full without deduction of or withholding for or on account of any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Council making the payment is required by law to make any such deduction or withholding. If such withholding or deduction is so required by law, then the Council making the payment shall increase the amount of the payment so that the other Council receives the same amount as it would have received in the absence of the requirement to make the withholding or deduction, and the Council making the payment shall give to the other Council an appropriate certificate as may be required by law showing the amount.
- 12.22 If the Council receiving the payment subsequently obtains relief or credit in respect of the withholding or deduction, then it shall promptly repay to the Council which made the payment an amount equal to the credit or relief obtained up to a maximum of the amount by which the payment was increased to take account of the withholding or deduction. The Councils shall co-operate with a view to allowing each Council to obtain any available relief or credit in respect of any such withholding or deduction in respect of taxation and in particular but without prejudice to the foregoing generality shall give any information reasonably required by the other Council in connection with the making of a claim for relief under an applicable double taxation treaty.

### **Community Benefit Fund**

**[DN: It is noted that the Councils have agreed in principle to payments in respect of a Community Benefit Fund. Each of the Councils shall pay into the fund and the payments shall be determined on a pro-rata basis in proportion to the tonnage provided by each of the respective Councils.]**

## **13. ACCOUNTS<sup>13</sup>**

### **Accounts to reconcile Annual Budget**

- 13.1 Clauses 13.2 to 13.4 shall apply to Conwy Council, Denbighshire Council, Gwynedd and Isle of Anglesey Council only where Clause 7.9 applies.
- 13.2 Each Council shall be required to prepare accounts including (reporting by exception) details of any expenditure incurred pursuant to Schedule 5 (Annual Budget) (the "**AB Accounts**") in respect of each Accounting Period and for such further and/or other

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<sup>13</sup> Drafting to be incorporated to capture 3 year accounting cycle plans, with agreed accounts for the following year and then 2 year projections/indicators for subsequent years.

accounting periods as the Project Board shall determine and which shall be incorporated into Schedule 6 (Accounting Periods).

13.3 Each Council shall:-

13.3.1 in the AB Accounts make true and complete entries of all relevant payments and receipts made by it during the previous Accounting Period;

13.3.2 within ten (10) Business Days of the end of the Accounting Period, the Councils shall provide to the Lead Council unaudited AB Accounts for such Accounting Period together with certification that such AB Accounts comply with this Clause 13.3;

13.3.3 nominate an individual to be responsible for ensuring that Council's own compliance with this Clause 14 and the name, address and telephone number of each individual nominated pursuant to this Clause 13.3 shall be notified to the other Councils in accordance with Clause 27 (Notices); and

13.3.4 acknowledge that the Lead Council shall within ten (10) Business Days of receipt of the AB Accounts submitted by each of the Councils, in accordance with Clause 13.3.2 prepare a reconciliation statement identifying the payments made by each Council and the balance due from or owing to each Council. The Lead Council shall within twenty (20) Business Days of the preparation of the reconciliation statement send out a copy of the reconciliation statement together with either a balancing schedule of payments or credit payment to each Council. A Council receiving a schedule of payments for payment shall pay it in full within twenty (20) Business Days. Any error in a balancing schedule of payments must be notified to the Lead Council within five (5) Business Days of such balancing schedule of payments being sent out. An amended balancing schedule of payments will be issued by the Lead Council and the Council receiving such schedule of payments shall pay it in full within twenty (20) Business Days.

13.4 If an individual nominated by a Council pursuant to Clause 13.3.3 changes, that Council shall notify the other Councils forthwith of the replacement nominees.

**Audits**

13.5 Subject to ensuring compliance with each Council's audit requirements, the Councils agree that the auditor for the Lead Council shall carry out the audit of the Project.

13.6 The Lead Council shall at all times maintain an up to date register of the assets and committed liabilities of each of the Councils in relation to the Joint Committee and the Councils will each advise the Lead Council of any such assets and committed liabilities.

13.7 The books of account for the Joint Committee shall be the subject of the audit arrangements of the Lead Council and shall be open to inspection by the Councils.

**14. INTELLECTUAL PROPERTY**

14.1 Each Council will retain all Intellectual Property in its Material.

14.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the Project Tasks and any other purpose resulting from the Project Tasks whether or not the party granting the licence remains a party to this Agreement or the Project Tasks.

- 14.3 Without prejudice to Clause 14.1, if more than one (1) Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one (1) Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one (1) or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 14.4 For the avoidance of doubt, any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement will have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 14.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in Clauses 14.2 and 14.3 in respect of the IP Material to be licensed.
- 14.6 Each Council shall indemnify the other Councils against any loss arising out of any dispute or proceedings brought by a third party alleging infringement of its Intellectual Property rights by use of that Council's Intellectual Property for the purposes of the Project.
- 14.7 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Council (and at the expense of the Council(s) making the request) to give full effect to the terms of this Agreement concerning management and control of Intellectual Property.

**15. LIABILITY OF THE COUNCILS**

- 15.1 The Lead Council shall indemnify and keep fully indemnified each of the other Councils to this Agreement against any losses, damage, claims, proceedings, expenses, actions, demands, costs and liabilities suffered by or incurred in respect of or in connection with:

15.1.1 any damage to property, real or personal; and/or

15.1.2 any injury to, or the death of, any person whomsoever; and/or

15.1.3 any third party actions, claims or demands

to the extent such damage, injury, death, third party actions, claims or demands arise from any breach by the Lead Council of its obligations under the Contract Documents or any negligent act, omission or default in relation to such obligations and the Lead Council shall make payment to the other Councils sums for which it becomes liable under this Clause 15.1 within twenty (20) Business Days of the date of another Council's written demand.

- 15.2 No claim shall be made against the Lead Council to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Lead Council of its obligations under this Agreement unless and to the extent such loss or damage arises from any breach by the Lead Council under Clause 15.1.

- 15.3 Each of the other Councils (acting severally) shall indemnify and keep fully indemnified the Lead Council against any losses, damage, claims, proceedings, expenses, actions, demands, costs and liabilities suffered by or incurred in respect of or in connection with:

15.3.1 any damage to property, real or personal; and/or



15.3.2 any injury to, or the death of, any person whomsoever; and/or

15.3.3 any third party actions, claims or demands

if to the extent such damage, injury, death, third party actions, claims or demands arise from breach of the Contract Documents or from negligence or other act, omission or default on the part of the indemnifying party in relation to the Project and each Council shall make payment to the Lead Council sums for which it becomes liable under this Clause 15.3 within twenty (20) Business Days of the date of the Lead Council's written demand.

- 15.4 The Councils agree and acknowledge that the amount to be paid to the Lead Council by any of the other Councils under Clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils who share such responsibility in such proportions as the Joint Committee may decide.
- 15.5 In the event of a claim under this Clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils (including the Lead Council), then the amount shall be divided between the Councils (including the Lead Council) as the Project Board may decide.
- 15.6 A Council (including the Lead Council) who receives a claim for losses, expenses, actions, demands, costs and liabilities shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.
- 15.7 Criminal fines or sanctions of individual Councils incurred through Council activities which are not in furtherance of the Project shall not be apportioned and the liability shall remain with the Council responsible for such fine or sanction.
- 15.8 No Council shall be indemnified in accordance with this Clause 15 unless it has given notice in accordance with Clause 15.6 to the other Council against whom it will be enforcing its right to an indemnity under this Agreement.
- 15.9 Each Council ("**Indemnifier**") shall not be responsible or be obliged to indemnify the other Councils (including the Lead Council) ("**Beneficiary**") to the extent that any insurances maintained by the Beneficiary at the relevant time provide an indemnity against the loss giving rise to such claim and to the extent that the Beneficiary recovers under such policy of insurance (save that the Indemnifier shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance).
- 15.10 Any liability to the Contractor in respect of any indemnity (which for the avoidance of doubt shall include Compensation Events and any other remedy of the Contractor under the Project Agreement which results in a financial obligation on the Lead Council) contained within the Project Agreement shall be for the account of the Council in breach of the indemnity in question (and where such breach has not been caused wholly by one (1) Council in such proportions as are agreed or determined by the Joint Committee else in accordance with Clause 17 (Dispute Resolution) to reflect the respective liability of each Council).
- 15.11 The Lead Council will have regard to, and to the extent not dealt with by the Contractor, administer all Project insurances in accordance with the provisions of the Project Agreement.
- 15.12 The Councils shall ensure that adequate insurance cover is effected and maintained in respect of any liabilities they may have in the event of any neglect or default on their part.

15.13 The Lead Council acting through the Project Board shall ensure that adequate insurance cover is effected and maintained in respect of any property and assets held by them for the purposes of the Joint Committee.

## 16. **WITHDRAWAL**

### **Termination by a Council is not Withdrawal**

16.1 For the avoidance of doubt Clause 2.3.1 (Termination) addresses early termination for breach by a Council.

### **Withdrawal**

16.2 If for any reason any Council (including the Lead Council) determines to withdraw from this Agreement then Clauses 16.3 to 16.6 shall apply.

16.3 If any Council wishes to withdraw from the Project it shall provide written notice to all the other Councils as soon as reasonably practicable ("**Withdrawal Notice**"). The Lead Council (or such other Council as nominated by the Joint Committee in the event that the Lead Council issues the Withdrawal Notice) shall within fourteen (14) days of receipt of the Withdrawal Notice provide to all the Councils a Liability Report which shall be discussed by the Joint Committee at its next meeting or a specially convened meeting if the next meeting falls more than two (2) weeks after the issue of the Liability Report. Those Councils who do not wish to withdraw from the Project shall have a duty, acting reasonably, to mitigate any losses which they suffer due to the financial and resource implications set out in the Liability Report.

16.4 Within the Decision Period each Council shall indicate either:-

16.4.1 that it withdraws from the Project and this Agreement; or

16.4.2 that it wishes to continue with the Project and this Agreement.

16.5 Where a Council does not indicate its intentions as required by Clause 16.4 then it shall at the expiry of the Decision Period be taken to have indicated that they wish to continue with the Project and this Agreement.

16.6 Where a Council indicates that it wishes to withdraw from the Project in accordance with Clause 16.4.1 then:-

16.6.1 the Council who shall have indicated its wish to withdraw shall pay all amounts due to be paid by it in accordance with the Liability Report within twenty (20) Business Days of the date of its notification under Clause 16.4.1 and comply with its obligation to contribute to the Project up to the date of its withdrawal; and

16.6.2 if in the event of such a withdrawal the Project timetable is delayed then the Council who shall have indicated its wish to withdraw may be responsible for any increased costs associated with such delay (as determined by the Joint Committee and notified as the sum payable in full and final settlement of such Council's liability, subject always to that Council meeting any additional antecedent liabilities incurred prior to the date of withdrawal).

### **Effects of Withdrawal**

16.7 Unless agreed otherwise by the remaining Councils, the Council who shall have indicated its wish to withdraw from the Project shall not remove its appointees to the Project Board for a period of three (3) months commencing on the date of such Council's withdrawal, [provided that the costs associated with those appointees to the Project Board shall be borne by the remaining Councils to the Project and this

Agreement in equal shares]. For the avoidance of doubt, the Council who shall have indicated its wish to withdraw from the Project acknowledges that its voting members shall remain on the Joint Committee but shall be unable to vote on matters pertaining to the Project with effect from the date of its confirmation under Clause 16.4.1.

- 16.8 If the Lead Council is the withdrawing Council, then the Lead Council shall be required, prior to its withdrawal from the Project, to novate each of the Contract Documents (including but not limited to the Project Agreement, Independent Certifier's Appointment, Parent Company Guarantee) to the new lead Council as selected by the remaining Councils.
- 16.9 [The Lead Council (and any subsequent lead council) (agrees that if it exercises its rights to withdraw from the Project pursuant to this Clause 16 (Withdrawal) then it shall transfer its interest in the Site to the new lead council (as selected by the remaining Councils), for use for the purposes of the Project only, in accordance with Clause [ ].
- 16.10 Any Council to which the Site is transferred acknowledges and agrees that upon expiry of the Project the Site shall be transferred back to Flintshire Council (at no cost to Flintshire Council.)]

## 17. **DISPUTE RESOLUTION**

- 17.1 Subject to section 103 of the Act, any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this Clause 17. The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this partnership between the Councils) to identify a solution at the lowest operational level that is appropriate to the subject of the dispute which avoids legal proceedings and maintains a strong working relationship between the Councils. Any interim determination will be applied but will be subject to the full dispute resolution procedure.

### **General disputes or disagreements**

- 17.2 in the event of any dispute, disagreement or difference between the Councils relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) then save in relation to disputes or disagreements relating to a Matter Reserved To The Councils, the matter shall be dealt with by referral in the first instance to the Project Board who shall meet within ten (10) Business Days of notification of the occurrence of such dispute and attempt to resolve the disputed matter in good faith.

### **Elevation of disputes**

- 17.3 If the Project Board fails to resolve a dispute or disagreement within **five (5) Business Days** of meeting pursuant to [Clause 17.2], or fails to meet in accordance with the timescales set out in [Clause 17.2], the dispute shall be referred to the Joint Committee for resolution at the next programmed meeting (or a special meeting of the Joint Committee shall be called to resolve the dispute as agreed by the Councils).
- 17.4 In relation to a dispute or disagreement relating to a Matter Reserved To The Councils, or if the Joint Committee fails to resolve a dispute or disagreement within **five (5) Business Days** of meeting pursuant to Clause 17.3, then the Councils in dispute or the Joint Committee (as the case may be) may refer the matter for resolution to the Chief Executive(s) or equivalent officer(s) (as appropriate) of each of the Councils as a pre-condition to mediation followed by:
- 17.4.1 a mediation facilitated by the President of the CIWM or his nominated representative or such other party as the Councils may agree (or the CIWM may direct) for resolution by them; or

17.4.2 the exclusive jurisdiction of the Courts of England and Wales where a dispute or disagreement relates specifically to the vires of the Councils;

and on referral to mediation or the Courts of England and Wales the Project Board shall furnish the Joint Committee with a briefing report on the dispute or disagreement for information.

17.5 Any dispute and/or disagreement to be determined by the Chief Executives (as appropriate), CIWM or the Courts of England and Wales or such other body as agreed by the Councils (as the case may be) under this Agreement shall be promptly referred for determination to them and in any event within thirty (30) Business Days of the Project Board's failure to reach agreement.

17.6 The Councils shall on request promptly supply to the Chief Executive(s) or CIWM (as the case may be) all such assistance, documents and information as may be required for the purpose of determination and the Councils shall use all reasonable endeavours to procure the prompt determination of such reference.

17.7 If the CIWM is appointed to determine in dispute pursuant to Clause 17.5, then the CIWM shall be deemed to act as an expert and not as an arbitrator and its determination shall (in the absence of manifest error) be conclusive and binding upon the Councils.

17.8 The costs of the resolution of any dispute and/or disagreement between the Councils under this Agreement shall be borne equally by the Councils to the dispute in question save as may be otherwise directed by the Chief Executive(s) (as appropriate), CIWM or the Courts of England (as the case may be).

## 18. DATA PROTECTION

18.1 In relation to all Personal Data, each Council shall at all times comply with the DPA, (as a data controller if necessary) which includes (but is not limited to) maintaining a valid and up to date registration or notification under the DPA covering the data processing activities to be performed in connection with the Project Tasks.

18.2 Each Council:-

18.2.1 shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);

18.2.2 shall only undertake processing of Personal Data reasonably required in connection with the Project Tasks and shall not transfer any Personal Data to any country or territory outside the European Economic Area; and

18.2.3 shall use all reasonable endeavours to procure that all relevant sub-contractors and the Contractor comply with this Clause 18.2. For the avoidance of doubt a relevant sub-contractor is one which processes Personal Data belonging to one or any of the Councils.

18.3 The Councils shall not disclose Personal Data to any third parties other than:-

18.3.1 to employees and sub-contractors and the Contractor to whom such disclosure is reasonably necessary in order for the Councils to carry out the Project Tasks; or

18.3.2 to the extent required under a court order or to comply with any applicable laws including (but not limited to) any statute, bye law, European Directive or regulation,

provided that any disclosure to sub-contractors or the Contractor under Clause 18.3.1 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 18 and that the Councils shall give notice in writing to all other Councils of any disclosure of Personal Data belonging to them which they or a sub-contractor or the Contractor are required to make under Clause 18.3.2 immediately as they are aware of such a requirement.

18.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors referred to in Clause 18.3.1. Within five (5) Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the DPA. All Councils shall use all reasonable endeavours to ensure that the sub-contractors and the Contractor also comply with such request from any other Council.

18.5 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the DPA and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the DPA.

18.6 If:-

18.6.1 under the DPA any Council is required to provide information to a data subject (as defined in the DPA) in relation to Personal Data when such data is in the possession or under control of any other Council; and

18.6.2 the required Council informs the controlling Council in writing that this is the case,

then the controlling Council shall guarantee reasonable and prompt co-operation to the required Council in meeting its obligations under the DPA including making copies of the relevant Personal Data to the extent the same are in its possession.

18.7 Each Council shall provide the other as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Council may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to:-

18.7.1 comply with its obligations under this Clause and the DPA; and

18.7.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the DPA in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.

18.8 The Councils shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.

## 19. **FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION**

19.1 Each Council acknowledges that the other Councils are subject to the requirements of the Freedom of Information Act 2000 ("**FoIA**") and the Environmental Information Regulations 2004 ("**EIR**") and each Council shall where reasonable assist and co-operate with the other Councils (at their own expense) to enable the other Councils to comply with these information disclosure obligations.

- 19.2 Where a Council receives a request for information under either the FoIA or the EIR in relation to information which it is holding on behalf of any of the other Councils in relation to the Project, it shall:-
- 19.2.1 transfer the request for information to the other Councils as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;
  - 19.2.2 provide the other Councils with a copy of all information in its possession or power in the form that the Councils reasonably require within ten (10) Business Days (or such longer period as the Councils may specify) of the Council requesting that information; and
  - 19.2.3 provide all necessary assistance as reasonably requested by the other Councils to enable the Council to respond to a request for information within the time for compliance set out in the FoIA or the EIR.
- 19.3 Where a Council receives a request for information under the FoIA or the EIR which relates to this Agreement or the Project, it shall inform the other Councils of the request for information as soon as practicable after receipt and in any event at least two (2) Business Days before disclosure and shall use all reasonable endeavours to consult with the other Councils prior to disclosure and shall consider all representations made by the other Councils in relation to the decision whether or not to disclose the information requested.
- 19.4 The Councils shall be responsible for determining in their absolute discretion whether any information requested under the FoIA or the EIR:-
- 19.4.1 is exempt from disclosure under the FoIA or the EIR; or
  - 19.4.2 is to be disclosed in response to a request for information.
- 19.5 Each Council acknowledges that the other Councils may be obliged under the FoIA or the EIR to disclose information:-
- 19.5.1 without consulting with the other Councils where it has not been practicable to achieve such consultation; or
  - 19.5.2 following consultation with the other Councils and having taken their views into account.
- 20. CHANGES AND CHANGE IN LAW**
- 20.1 The Councils agree to be bound by the obligations on the Lead Council set out in [Clause 43 (Authority and Contractor Changes)] and Schedule 21 (Change Protocol) of the Project Agreement.
- 20.2 In relation to any proposed variations under the Project Agreement (whether the proposed variation is a Qualifying Change in Law, an Authority Change, a Contractor Change) or any other matter affecting the Project which may have an equivalent effect, the Councils shall work with the Contractor to achieve the best value solution for the Project in respect of such Qualifying Change in Law, Authority Change, Contractor Change or any other such matter as described in this Clause 20.2.
- 20.3 If, following a decision of the Contract Manager, the Project Board, the Joint Committee or the Councils (in respect of a Matter Reserved To The Councils) (as applicable) that the Councils decide to support a proposed variation under the Project Agreement, then Lead Council shall seek an Authority Change with the Contractor in the Project Agreement then:

- 20.3.1 where the proposed Authority Change is agreed by the Contract Manager, the Project Board, the Joint Committee or the Councils (in respect of a Matter Reserved To The Councils) (as applicable) to have a mutual benefit to the Project the costs of such proposed Authority Change shall be shared between the Councils by agreement else in absence of agreement according to the [Cost Sharing Formula];
- 20.3.2 where the proposed Authority Change is agreed by the Contract Manager, the Project Board, the Joint Committee or the Councils (in respect of a Matter Reserved to the Councils) (as applicable) to not have a mutual benefit to the Project the Council seeking such Authority Change in the Project Agreement shall bear responsibility for payment and indemnify the other Councils to hold them harmless against losses caused to each other Council by such Authority Change;
- 20.3.3 in requesting an Authority Change such proposing Council shall consider and address the impact on the other Councils; and
- 20.3.4 where a potential Authority Change falls within the grounds set out in paragraph 2 of Part 1 of Schedule 21 (Change Protocol) of the Project Agreement such Authority Change shall not be proposed or implemented.

## 21. **STEP-IN TO THE PROJECT AGREEMENT**

- 21.1 The Councils acknowledge the provisions of Clause 33 (Authority Step-In) of the Project Agreement where the Lead Council has rights to step into service delivery where it reasonably believes that it needs to take action in connection with the services because a serious risk exists to the health and safety of persons or property or to the environment or to discharge a statutory duty.
- 21.2 Under the provisions of Clause 33 (Authority Step-In) of the Project Agreement the Lead Council shall only be permitted to exercise such step in rights whereby the Councils agree to exercise such step in rights together and shall not be permitted to adopt differing approaches.

## 22. **TERMINATION OF THE PROJECT AGREEMENT**

- 22.1 Should the Lead Council become entitled to terminate the Project Agreement or otherwise serve a notice pursuant to Clause 67 (Termination for Contractor Default), Clause 69 (Termination on Force Majeure), Clause 71 (Termination on Corrupt Gifts and Fraud) and Clause 75 (Termination for Breach of the Refinancing Provisions) of the Project Agreement, the Councils shall meet as soon as reasonably practicable thereafter to decide as a Matter Reserved To The Councils whether the Project Agreement should be terminated (and for the avoidance of doubt no partial termination is contemplated, any changes of scope in the Project to be addressed as an Authority Change), taking into account:
  - 22.1.1 the point during the Project term at which termination of the Project Agreement would occur;
  - 22.1.2 the financial consequences of such termination and the rights of the Contractor pursuant to Schedule 17 (Compensation on Termination) of the Project Agreement;
  - 22.1.3 the financial consequences of continuing with the Project;
  - 22.1.4 the views of each Council concerning such termination;
  - 22.1.5 any alternative providers or means of provision of the works and/or services available to the Lead Council (and the other Councils);

22.1.6 whether the Councils are required to step in to provide the works and/or services; and

22.1.7 any other matters relevant to the termination or continuance of the Project.

22.2 For the avoidance of doubt, the Lead Council shall not be entitled to issue a notice of voluntary termination in accordance with Clause 73 (Voluntary Termination by the Authority) of the Project Agreement unless such action has been approved by all of the Councils as a Matter Reserved To The Councils.

## 23. **COUNCILS' OBLIGATIONS FOLLOWING EXPIRY OR EARLIER TERMINATION OF THE PROJECT AGREEMENT**

### **Extension**

23.1 The Councils acknowledge that pursuant to Clause 3.3 of the Project Agreement, there is an option for the Authority to extend the Expiry Date by a period of up to five (5) years. The Councils agree that any decision to extend the Expiry Date shall be a Matter Reserved To The Councils.

23.2 The Councils shall determine no later than sixty (60) months prior to expiry of the Project Agreement, what information is required (if any) from the Contractor, which will enable the Councils to determine if any extension of the Expiry Date is required by the Councils.

23.3 The Councils acknowledge that any decision to extend the Contract Period must be determined and notified to the Contractor no later than 36 months prior to the Expiry Date in accordance with Clause 3.3 of the Project Agreement.

### **After Project expiry or earlier termination**

23.4 The Councils agree that, following expiry or earlier termination of the Project Agreement they shall, prior to termination of this Agreement, seek to agree such arrangements as are appropriate in respect of the continuing operation or otherwise of the Facilities in accordance with Clause 11 (Sites and Decommissioning). The Councils acknowledge however that on expiry of the Project there is no obligation on Flintshire Council to utilise the Site for any continued arrangements with Partnership (or any of the Councils separately) and any arrangements that are agreed in respect of the continued utilisation of the Site will need to be agreed and documented in a separate agreement.

23.5 Subject to the provisions at Clause 11. The Councils assume that on early termination of the Project Agreement that leases and/or licences shall cross default with the Project Agreement and that [Allocated Sites] shall remain in the possession of the Council which acquired them and/or contributed them to the Project.

### **Termination Payments**

**[It is agreed in principle that the Councils shall be liable (and shall indemnify each other) for equal proportions of the termination sum payable to the Contractor following an early termination of the Project Agreement where the early termination occurs during the Works Period and prior to completion of the Facility. If termination occurs during the Services Period, when the Facility is operational, then liability shall be determined on a pro-rata basis in respect of the actual tonnage delivered by each of the Councils. An exception to this principle applies in circumstances where one Council is wholly responsible for the termination, or the Councils are not equally at fault, in which case the Councils agree that the Council or Councils whose acts or omissions gave rise to the early termination shall be liable for a greater proportion of the termination sum or all of the termination sum.]**



- 23.6 The Councils shall be liable for (and indemnify each other) in the proportions described in the Cost Sharing Formula for the Termination Sum payable to the Contractor following the early termination of the Project Agreement, save in respect of any Termination Sum payable in accordance with Clause 66 (Compensation on Termination for Authority Default) or Clause 4.4 (Relevant Discharge Terms) and Schedule 28 (Relevant Discharge Terms) of the Project Agreement, in which case liability for payment of the Termination Sum shall rest with the Council responsible for such termination (and where such termination has not been caused wholly by a single Council in such proportions as are agreed or determined in accordance with Clause 20 (Dispute Resolution) to reflect the respective liability of each Council and the concept of mutual benefit shall not apply).
- 23.7 The Councils' liability on early termination of the Project Agreement shall be defined by reference to the Lead Council's obligation to pay compensation on early termination to the Contractor as follows:
- 23.7.1 Clause 65 (Termination for Authority Default) and Part 2 of Schedule 17 (Compensation on Termination) of the Project Agreement;
  - 23.7.2 Clause 67 (Termination for Contractor Default) and Part 3 of Schedule 17 (Compensation on Termination) of the Project Agreement;
  - 23.7.3 Clause 69 (Termination on Force Majeure) and Part 5 of Schedule 17 (Compensation on Termination) of the Project Agreement;
  - 23.7.4 Clause 71 (Termination on Corrupt Gifts and Fraud) and Part 4 of Schedule 17 (Compensation on Termination) of the Project Agreement;
  - 23.7.5 Clause 73 (Voluntary Termination by the Authority) and Part 2 of Schedule 17 (Compensation on Termination) of the Project Agreement;
  - 23.7.6 Any other provision within the Project Agreement that affects liability on termination of the Project Agreement; and
  - 23.7.7 Any other liability that the Lead Council may reasonably incur which flows from or is connected to the termination of the Project Agreement.
- 23.8 Notwithstanding any other provisions of this Agreement it is agreed that no Council shall be entitled to derive any financial or other benefit from an early termination event at the cost of any other Council.

## 24. **POLICIES**

- 24.1 In respect of the policies referred to in Schedule 13 (Authority Policies) of the Project Agreement, the policies of the Lead Council shall apply in relation to the operation of the Project Agreement within the Councils' administrative areas and to employees operating within those areas.

## 25. **CONFIDENTIALITY AND ANNOUNCEMENTS**

- 25.1 The Councils shall comply with the confidentiality provisions of the Lead Council set out in the Project Agreement as if they were set out in this Agreement.
- 25.2 Each Council ("**Covenanter**") shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) any Confidential Information about the business of and/or belonging to any other Council or the Contractor which has come to its attention as a result of or in connection with this Agreement, in particular (but without prejudice to the generality of the foregoing) Confidential Information relating to the Project Agreement.

- 25.3 The obligation set out in Clause 25.1 shall not relate to information which:-
- 25.3.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement); or
  - 25.3.2 any disclosure to enable a determination to be made under Clause 17 (Dispute Resolution);
  - 25.3.3 is required to be disclosed by law; or
  - 25.3.4 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt; or
  - 25.3.5 is required or recommended by the rules of any governmental or regulatory body including any guidance from time to time as to openness and disclosure of information by public bodies; or
  - 25.3.6 is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this Agreement.
- 25.4 Where disclosure is permitted under Clauses 25.3.3, 25.3.4 or 25.3.5, the recipient of the information shall be subject to a similar obligation of confidentiality as that contained in this Clause 25 and the disclosing Council shall make this known to the recipient of the information.
- 25.5 No Council shall make any public statement (which shall include speaking or presenting at public conferences or other analogous situations) or issue any press release or publish any other public document relating, connected with or arising out of this Agreement and/or the Project Agreement (excluding any disclosure required by legal or regulatory requirements) without obtaining the prior written approval of the other Councils as to the contents thereof and the manner of its presentation and publication provided that prior approval shall be required if such public statement materially affects any Council.
- 25.6 Each Council agrees to make available to the other Councils any books and records which may be required for the purposes of an internal audit and the Councils agree that any disclosure of such books and records to an appointed external auditor shall not breach the provisions of this Agreement.
26. **CONTRACTS (THIRD PARTY RIGHTS)**
- The Councils as parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
27. **NOTICES**
- 27.1 Any notice or demand in connection with this Agreement shall be in writing and may be delivered by hand, prepaid first class post, special delivery post, facsimile or email (with a copy following by facsimile or post), addressed to the recipient at the address or facsimile number as the case may be set out in Schedule 4 (Addresses of the Councils) or such other recipient address or facsimile number as may be notified in writing from time to time by any of the parties to this Agreement to all the other Councils to this Agreement.
- 27.2 The notice or demand shall be deemed to have been duly served:-

- 27.2.1 if delivered by hand, when left at the proper address for service;
- 27.2.2 if given or made by prepaid first class post or special delivery post, forty-eight (48) hours after being posted (excluding days other than Business Days);
- 27.2.3 if given or made by facsimile, at the time of transmission;
- 27.2.4 if given or made by email, at the time of transmission,

provided that, where in the case of delivery by hand or transmission by facsimile or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

- 27.3 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.
- 27.4 Each Council shall notify the other Councils in writing within five (5) Business Days of any change in its address for service.

28. **GOVERNING LAW**

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to Clause 17 (Dispute Resolution), the English and Welsh Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

29. **ASSIGNMENTS**

- 29.1 The rights and obligations of the Councils under this Agreement shall not be assigned, novated or otherwise transferred (whether by virtue of any legislation or any scheme pursuant to any legislation or otherwise) save in circumstances of an amalgamation of the Councils to any person other than to any public body (being a single entity) acquiring the whole of the Agreement and having the legal capacity, power and authority to become a party to and to perform the obligations of the relevant Council under this Agreement being:-
  - 29.1.1 a Minister of the Crown pursuant to an Order under the Ministers of the Crown Act 1975; or
  - 29.1.2 any Local Authority which has sufficient financial standing or financial resources to perform the obligations of the relevant Council under this Agreement.

30. **WAIVER AND COSTS**

- 30.1 No failure or delay by any Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that Council.
- 30.2 Each Council shall pay their own respective costs and expenses incurred in connection with the preparation, execution, completion and implementation of this Agreement, except as expressly provided for in this Agreement.
- 30.3 Save where otherwise provided, the Councils will pay interest on any amount payable under this Agreement not paid on the due date from that date to the date of payment

at a rate equal to two per cent (2%) above the base rate from time to time of Barclays Bank plc.

**31. ENTIRE AGREEMENT**

This Agreement contains all the terms which the parties have agreed in relation to the subject of this Agreement and supersedes any prior written or oral agreements, representations, communications, negotiations or understandings between the Councils relating to such subject matter. No Council has been induced to enter into this Agreement or any of these documents by statement or promise which they do not contain, save that this Clause 31 shall not exclude any liability which one (1) Council would otherwise have to the other in respect of any statements made fraudulently by that Council.

**32. COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

**33. RELATIONSHIP OF COUNCILS**

Each Council is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Councils of partnership or (except as expressly provided in this Agreement) of principal/agent or of employer/employee. No Council shall have the right to act on behalf of another, make any representations or give any warranties to third parties on behalf or in respect of any other Council nor to bind (or hold themselves out as having authority or power to bind) any other Council by contract or otherwise except to the extent expressly permitted by the terms of this Agreement or where a statutory provision otherwise requires. In particular for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall create, or be deemed to create, any partnership as defined by The Partnership Act 1890.

**34. MITIGATION**

Each Council shall at all time take all reasonable steps to minimise and mitigate any loss for which the relevant Council is entitled to bring a claim against the other Council(s) pursuant to this Agreement.

**35. STATUTORY RESPONSIBILITIES**

Notwithstanding anything apparently to the contrary in this Agreement, in carrying out their statutory duties, the discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement. Nothing contained or implied herein shall prejudice or affect the Councils' rights and powers, duties and obligations in the exercise of their functions as Local Authorities and/or in any other capacity and all rights, powers, discretions, duties and obligations of the Councils under all laws may at all times be fully and effectually exercised as if the Councils were not a party to this Agreement and as if the Agreement had not been made.

**36. LOCAL GOVERNMENT (CONTRACTS) ACT 1997**

The certificate in respect of this Agreement to be provided by the Councils (not being the Lead Council) in respect of their powers to enter into this Agreement and support the Lead Council model whereby the Lead Council enters into the Project Agreement with the Contractor and accepts a contingent liability for the Relevant Discharge Terms (as defined in the Project Agreement) on behalf of itself assuming the other Councils are committed to underwriting their proportion of any compensation payable under the Relevant Discharge Terms pursuant to section 3 of the Local Government

(Contracts) Act 1997 shall be provided by the Councils (not being the Lead Council) to the Lead Council on or before the date of this Agreement.

37. **VARIATIONS**

37.1 The Councils may vary the terms of this Agreement including admitting additional Councils to the Joint Committee, the terms of such admission to be agreed by the Councils.

37.2 Where an additional Council is admitted to the Joint Committee it shall enter a deed of variation in a form agreed by the Joint Committee and from the date of its admittance to the Joint Committee all provisions of this Agreement shall apply to the admitted Council and the definition of "**Councils**" shall include it.

37.3 No amendment to this Agreement shall be binding unless it is in writing and signed by the duly authorised representatives of each of the Councils and expressed to be for the purpose of such amendment.

37.4 The Councils shall endeavour to review this Agreement on an annual basis to monitor and reflect on the operation of the Project and the performance of the obligations set out in this Agreement.

38. **SEVERABILITY**

In the event of any provision of this Agreement being or becoming legally ineffective, invalid, illegal or unenforceable as declared by the courts of other competent authority the remaining provisions of this Agreement shall not be invalidated and the Councils shall negotiate in good faith in order to agree a mutually satisfactory substitute provision.

**AS WITNESSED** the duly authorised representatives of the Councils have signed this Agreement as a deed on the date written at the beginning of this Agreement.

**SCHEDULE 1 – PROJECT TASKS**

**[Note: The below table of Project Tasks will need to be monitored and updated to reflect the main body of the IAA as it progresses. Councils will need to review and confirm each of the Project Tasks.]**

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
1. Agree to terminate Agreement	2.2					Y
2. Issue Default Notice for Council breach of Agreement	2.2.1					Y
3. Respond to Default Notice with Counternotice proposing remediation of Default Notice matters	2.2.2					Y
4. Issue of Notice of Acceptance or Notice of Dispute concerning Counternotice proposals to remediate breaches of Agreement	2.2.3					Y
5. Implement Notice of Acceptance	2.2.4					
6. Issue of written notice of termination of Agreement by Non-Defaulting Councils to Defaulter	2.3.1					
7. Liability for losses caused due to termination by a Defaulter	2.8.2					
8. Issue of Liability Report by Lead Council to Defaulter	2.8.2					
9. Discussion of Liability Report					Y	
10. All necessary consents obtained						Y

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
11. Share data and knowledge relevant to the Project	3.4					
12. Conduct relationship in accordance with stated principles	3.5					
13. Agreement that Flintshire Council shall be Lead Council	4.1					Y
14. Recognition of existence of Joint Committee and compliance with decisions delegated to Joint Committee	4.2					
15. Deciding detailed scope of Lead Council role	4.3.1				Y	
16. Deciding administrative and representative functions of the Lead Council	4.3.2				Y	
17. Communicate representative functions to Contractor	4.3.2		Y			
18. Consultation and reporting requirements between Lead Council and Joint Committee	4.3.3				Y	
19. Act on behalf of Partnership in management and supervision of Project	4.4.1		Y			
20. Acting under direction of Joint Committee	4.4.2		Y			
21. Act on behalf of other Councils	4.4.3		Y			
22. Liaising with Contractor and Contractor's representatives	4.4.4		Y			
23. Participating in Liaison Committee under Project Agreement	4.4.5		Y			
24. Act as employing authority for Lead Council staff or supervisor of Councils' seconded staff	4.4.6		Y			

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
25. Legal point of contact for managing Project	4.4.7		Y			
26. Providing additional resources and office facilities	4.4.8		Y			
27. Providing senior officers to Project	4.4.9		Y			
28. Determining level of involvement of senior officers	4.4.9				Y	
29. Responsibility for liaison and communication with WG and co-ordination of communication and public relations	4.4.10		Y			
30. Managing application of Annual Budget for Core Project Team and reporting to Project Board	4.4.11		Y			
31. Reviewing Annual Budget expenditure	4.4.11			Y		
32. Having powers to enter into contracts with consultants	4.4.11		Y			
33. Appointing a replacement Lead Council if the Lead Council defaults or withdraws from the Agreement	4.5				Y	
34. Performing much of Lead Council role	4.6	Y				
35. Employing Contract Manager	4.7.1		Y			
36. Line manager of Contract Manager	4.7.1			Project Team		
37. No competing procurement to the Project unless outside the terms of the Agreement	4.8					
38. Commitment to a minimum tonnage guarantee	4.8					Y



TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
39. Warranty to comply with the Contract Documents (and indemnity in respect of loss)	4.9					Y
40. Co-operate in good faith	4.10					Y
41. No exercise or waiver of right under Contract Documents without approval	4.11					Y
42. Primary interface with Contractor, WG, IUK and other bodies	4.13		Y			
43. Overview and scrutiny responsibility	5.2					Y
44. Provision of information on reasonable request of Joint Committee	6.6					Y
45. Consultation with Councils to allow diligent progress day to day	6.7					Y
46. Reimbursement of administrative costs and expenses of Joint Committee in accordance with Annual Budget	6.7					Y
47. Review of administrative costs and expenses of Joint Committee each year when draft Annual Budget prepared	6.7			Y		
48. Consideration of administrative costs and expenses of Joint Committee each year when draft Annual Budget prepared	6.8				Y	
49. Approval of administrative costs and expenses of Joint Committee each year when draft Annual Budget prepared	6.8					Y
50. Principle of reimbursement of first year costs and expenses of Joint Committee	6.10.1					Y
51. Recommendation of first year costs and expenses of Joint Committee	6.10.2			Y		
52. Setting first year costs and expenses of Joint Committee	6.10.2				Y	

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
53. Preparing a draft Annual Budget for the following Contract Year by 31 December in each Contract Year	7.1			Y		
54. Consider and recommend a draft Annual Budget for the following Contract Year by 31 December in each Contract Year	7.1				Y	
55. Approval of Annual Budget	7.1					Y
56. Approval to exceed Annual Budget (including contingency sums)	7.3					Y
57. Making available share of Annual Budget irrevocably to Lead Council	7.4					Y
58. Accountable body for the Joint Committee	7.5			Y		
59. Oversee or procure monitoring of Annual Budget for Councils' scrutiny	7.5				Y	
60. Contribute annual sum for Annual Budget spend year from spend profile	7.7					Y
61. Serve Annual Budget invoice on Councils at end of each Accounting Period	7.7		Y			
62. Payment of Annual Budget invoice each Accounting Period	7.7					Y
63. Costs of providing internal resources	7.8					Y
64. Approval of additional costs and external costs beyond Council internal resources approval (all within Annual Budget spend profile)	7.8			Project Team <£5K Project Board >£5K		
65. Approval of additional costs and external costs beyond Council internal resources approval (not included within Annual	7.9.1			Project Team		

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
Budget spend profile)						
66. Has Council carried out activity as efficient use of time?	7.9.2			Y		
67. Decision on whether a Council internal resource costs are disproportionate compared to the Annual Budget spend profile	7.10			Y		
68. Prior approval of all reports for decision by Joint Committee (except if impracticable due to special meeting)	8.3.1			Y		
69. Monitor Project to ensure it remains within budget	8.3.2			Y		
70. Make available officers as necessary for purposes of the Project	9.1					Y
71. Appoint the Project Officers for the purpose of the Project	9.2		Y			
72. Provide necessary support to secure the effective achievement of the Project	10.2					Y
73. Prepare and keep up to date a draft Project Plan, work programme and resource plan for the Project	11.1	Contract Manager				
74. Present the draft Project Plan, work programme and resource plan for the Project to the Project Board	11.2			Project Team		
75. Decision on whether there is any significant change to the Project Plan, work programme and resource plan for the Project to be approved by the Joint Committee	11.2			Y		
76. Approval of the Project Plan, work programme and resource plan for the Project	11.3				Y	

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
77. Request to each Council for future budgetary provision and for resources	11.3.1				Y	
78. Cost and terms of the acquisition and/or securing of the Allocated Sites	12.1					Y
79. Decision on whether to transfer or not to transfer a interest in an Allocated Site pursuant to Withdrawal or Termination of the Project	12.2					Y
80. Transfer an interest in a Allocated Site to one of the remaining Councils for the use for the Project pursuant to Withdrawal or Termination of the Project	12.2.1				Y	
81. Liability for costs of provision of an alternative Site for the Project having equivalent operational effect	12.2.2					Y
82. Conduct a transfer of a interest in any Allocated Site at an undervalue of Market Value	12.3					Y
83. Receive any WG grant from [REDACTED] and payment to Councils of such credits or grant	13.1		Y			
84. Payment of contributions towards funding the Project's annual unitary charge payment	13.2					Y
85. Monthly Contract Payment to the Contractor	13.3		Y			
86. Responsibility for any adjustments or Deductions to the Contractor's invoice	13.6	Contract Manager				
87. Payment of proportion of the Monthly Contract Payment to Flintshire Council	13.7/ 13.8					Y
88. Ensure that there are always cleared funds paid	13.9					Y

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
89. Review payment proportions as defined in Schedule 10 (Payment Proportions) on 30 September following the Service Commencement Date and at one (1) yearly intervals thereafter	13.13					Y
90. Supply fair and objective criteria for review of payment proportions	13.13			Y		
91. Consider adjustments, reconciliations or payments to recompense for significant anomalies in Project mutual benefit	13.14			Y		
92. Power to make adjustments, reconciliations or payments to recompense for significant anomalies in Project mutual benefit	13.14		Y			
93. Apportion any payment made by the Contractor	13.15		Y			
94. Liability for any taxation or duty chargeable in the UK in respect to participation the Project	13.16					Y
95. Increase payment to negate any withholding or deduction required by law and provide any appropriate certificate as may be required by law showing the amount.	13.17					Y
96. Obtain any available relief or credit in respect of any such withholding or deduction regarding taxation and provide information reasonably required with making a claim for relief	13.18					Y
1. Prepare accounts including expenditure incurred pursuant to the Annual Budget	14.2					Y
2. Determine Accounting Period in relation to AB Accounts	14.2			Y		

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
3. Ensure true and complete entries of all relevant payments and receipts in the AB Accounts	14.3.1					Y
4. Provide the Lead Council with unaudited AB Accounts for an Accounting period with certification that such AB Accounts comply with this agreement	14.3.2					Y
5. Nominate and notify to the other Councils the name, address and telephone number of an individual responsible for ensuring that Council complies with Clause 14 of this agreement	14.3.3					Y
6. Prepare and send a reconciliation statement with either a balancing invoice or credit payment	14.3.4		Y			
7. Notify a change to the nominated individual pursuant to Clause 14	14.4					Y
8. Maintain an up to date register of the assets and committed liabilities of each Council in relation to the Joint Committee	14.6		Y			
9. Grant a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the Project Tasks	15.2					Y
10. Indemnify any loss arising out of any dispute or proceedings brought by a third party alleging infringement of its Intellectual Property rights	15.6					Y
11. Indemnify against any losses, damage, claims, proceedings, expenses, actions, demands, costs and liabilities in	16.1/ 16.3		Y			Y

TASK	CLAUSE/ SCHEDULE	CONTRACT MANAGER MATTER	LEAD COUNCIL MATTER	PROJECT BOARD MATTER	JOINT COMMITTEE MATTER	COUNCILS' MATTER/MATTER RESERVED TO THE COUNCILS' CABINETS
connection with any damage to property; any injury to, or death of any person; and any third party actions, claims or demands						
12. Determine the extent of responsibility of responsibility in the event of a claim	16.5			Y		
13. Notify and provide details of a claim for losses, expenses, actions, demands, costs and liabilities	16.6					Y
14. Allocate any sums paid by the Contractor	16.11					Y
15. Administer all Project insurances in accordance with the provisions of the Project Agreement	16.2		Y			
16. Ensure that adequate insurance cover is effected and maintained in respect of any liabilities	16.14					Y
17. Ensure adequate insurance cover is effected and maintained in respect of any property and assets held by them for the purposes of the Joint Committee	16.15		Y	Y		
18. Provide written Withdrawal Notice	17.3					Y
19. Provide a Liability Report that is discussed by the Joint Committee	17.3		Y			Y (If nominated by JC)

## SCHEDULE 2 - JOINT COMMITTEE TERMS OF REFERENCE

### PART 1

#### TERMS OF REFERENCE

**[DN: The terms of reference of the Joint Committee require review and consideration by the Councils.]**

1. The terms of reference of the Joint Committee are:-
  - 1.1 to promote joint working in the delivery of the Project through:-
    - 1.1.1 facilitating constructive partnership working;
    - 1.1.2 engaging with key interested bodies and stakeholders when appropriate; and
    - 1.1.3 carrying out such other activities calculated to facilitate, or which are conducive to the successful delivery of the Project; and
  - 1.2 to ensure that the Project is developed in accordance with good industry practice, is in the best interests of all Councils and delivers value for money.
2. The key functions of the Joint Committee are to:-
  - 2.1 consider and make recommendations concerning the Councils' collective budget for the Project on an annual basis noting:
    - 2.1.1 the predicted outturn of the Councils' collective payments to the Contractor for services received under the Project Agreement as approved by the Councils;
    - 2.1.2 the profile of such payments described as Monthly Payments of Unitary Charge; and
    - 2.1.3 the draft Annual Budget prepared by the Project Board and approved by each Council;
  - 2.2 consider and make recommendations in respect of all Contract Documents in relation to the Project;
  - 2.3 to monitor and manage the risks associated with the Project
  - 2.4 address at a members' level any issues raised by the Councils' representatives on the Liaison Committee (pursuant to the Project Agreement) which require discussion; and
  - 2.5 to ratify requests for additional funding from individual Councils.
3. For the avoidance of doubt, the following matters are Matters Reserved To The Councils i.e. reserved for an individual Council decision:-
  - 3.1 approval of inter-Council partnership governance arrangements; and
  - 3.2 increase of budget over agreed Council contributions.
4. The key responsibilities of the Joint Committee include those tasks set out in Schedule 1 (Project Tasks) which are each designated as a "**Joint Committee Matter**" and in addition the following:-



- 4.1 providing strategic direction to the Project Board;
- 4.2 receiving and reviewing the Contractor's summary of its performance under the Project Agreement which is issued each quarter;
- 4.3 receiving and reviewing the Project monitoring update which is issued each year;
- 4.4 promoting partnership working between the Councils;
- 4.5 adherence to the Data Protection Policy as set out at Appendix 1 (Data Protection Policy);
- 4.6 approval of the annual Governance Statement which shall be published with the annual account at the end of each financial year;
- 4.7 consideration of the Annual Budget and recommendation of the same to the Councils for approval in accordance with Clause [ ];
- 4.8 preparation of statutory accounts pursuant to The Accounts and Audit (Wales) (Amendment) Regulations 2010;
- 4.9 ensuring that the Lead Council provides all financial and statistical reports on an open book basis upon request by the Councils or their internal or external auditors, permitting any such authorised persons to inspect, audit and take copies of all reports, books, accounting records, vouchers and any other documents considered relevant and seek reasonable explanations for any matter under examination; and
- 4.10 ensuring that the Lead Council's internal audit service provides an annual statement of assurance to the Councils regarding the payment process and Project monitoring arrangements which will be provided by 30 June each year.

## PART 2

### CONSTITUTIONAL ARRANGEMENTS

1. Subject to Clause 4.5 (Duties of the Lead Council and Other Councils), each Council shall appoint two (2) elected members of their [executive or Cabinet], both of whom shall be voting members, as their representatives to the Joint Committee.
2. Members of the Joint Committee shall be appointed in accordance with the standing orders of that Council.
3. In appointing members to the Joint Committee, each Council will include among its appointees, unless there are overriding reasons to the contrary, the member of the [Cabinet] of that Council who has portfolio responsibility for waste management functions within that Council.
4. Each member of the Joint Committee shall be empowered to have the delegated authority of his or her Council to make binding decisions in relation to the Project. In the event that any member is unable to make a decision the matter will be referred to the respective Council at an appropriate level (including but not limited to Council leader or Council [Cabinet]) and a binding decision will be made by such Council as soon as reasonably practicable and in any event within forty (40) Business Days.
5. Each member of the Joint Committee shall have responsibility for championing the Project within their own Council and for securing, as far as possible that any matter which is recommended to that Council by the Joint Committee for decision shall be considered and determined expeditiously and having due regard to the benefits to each Council of the joint procurement and implementation of the Project.
6. Each Council shall also appoint one (1) substitute member in the event that appointed members are unable or incapable of discharging their functions.
7. Each Council's substitute member shall be entitled to attend meetings of the Joint Committee but shall only be entitled to vote in the absence of his or her corresponding voting member.
8. Each Council may, at their discretion, replace their representatives appointed to the Joint Committee, provided that:-
  - (a) at all times, they have representatives appointed to the Joint Committee in accordance with the roles identified in Part 1 of this Schedule 2 (Joint Committee Terms of Reference); and
  - (b) any such replacement nominated in writing on not less than five (5) Business Days' notice shall have no lesser status or authority than that set out in Part 1 of this Schedule 2 (Joint Committee Terms of Reference) unless otherwise agreed by the Councils.
9. The Chair of the Joint Committee shall be an elected Executive or Board member of a Council appointed by the Joint Committee pursuant to paragraph 11.
10. The Vice-Chair of the Joint Committee shall be an elected executive member of a Council appointed by the Joint Committee pursuant to paragraph 11. In the absence of the Chair for any reason, the responsibilities of the Chair can be discharged by the Vice-Chair.
11. The Chair and the Vice-Chair of the Joint Committee shall be elected at the annual general meeting and appointments shall take effect until the next annual general meeting. The Chair will be nominated by annual rotation between the Councils commencing with a Flintshire Council member of the Joint Committee and the

subsequent order of rotation for the following two (2) years shall be agreed by the Joint Committee.

12. The Joint Committee shall meet as and when required to suit the needs of the Project in accordance with the Project timetable provided that there shall be a minimum of two (2) meetings per year, one (1) of which shall be specified as the annual general meeting and, subject to paragraph 13, at appropriate times and on reasonable notice (to be issued through the Project Team) to carry out the Joint Committee Matters referred to in Schedule 1 (Project Tasks). The venue for the meetings shall be agreed by the Joint Committee.
13. A printed copy of the agenda and reports for each meeting and the minutes of the previous meeting shall be despatched at least five (5) Business Days before such meeting is to be held to each representative appointed to the Joint Committee. The Chief Executive of the Lead Council shall use reasonable endeavour to procure that the agenda and all relevant papers meet this deadline. All agendas, reports and minutes in relation to the Joint Committee shall be in English.
14. The quorum necessary for a Joint Committee Meeting shall be five (5) members of the Joint Committee comprising at least one (1) member from each of the Councils from each Council (in person but not by telephone).
15. Each Council shall be entitled to invite appropriate third parties to observe Joint Committee Meetings and such third parties shall be entitled to be present in support of such Joint Committee Meetings at the discretion of the Chair of the Joint Committee. Such observers shall not have a vote. For the avoidance of doubt, the section 151 officer and/or monitoring officer for each Council shall be entitled to attend and participate in Joint Committee Meetings in a non-voting capacity.
16. Save as is inconsistent with the terms of this Agreement the Council Procedure Rules and Contract Procedure Rules of the Lead Council shall apply.
17. At meetings of the Joint Committee each elected voting member or appropriate deputy appointed pursuant to paragraph 1 above from each Council shall have one (1) vote. Decisions at meetings of the Joint Committee must be unanimous.
18. The Joint Committee shall have the powers to make decisions and recommendations within its terms of reference as set out in Part 1 of this Schedule 2 (Joint Committee Terms of Reference) but shall not have power to approve any Matter Reserved To The Councils pursuant to Clause 5.1.4 (Decision Making).
19. The Joint Committee decisions shall comply with the Core Policies of the Councils. If the Joint Committee proposes to make a decision contrary to the Core Policies then those decisions must be referred to each Council for resolution as a Matter Reserved To The Councils.
20. Reports to be submitted to the Joint Committee (including those pertaining to the Annual Budget) shall be considered by the Project Board prior to submission to the Joint Committee.
21. The Chair may summon a special meeting of the Joint Committee at any time by written notice to the Lead Council specifying the business to be considered at the special meeting.
22. A special meeting shall be summoned on the requisition in writing of any Joint Committee Members acting on behalf of his or her Council, which requisition shall specify the business to be considered at the special meeting.
23. Arrangements for holding a special meeting will be in accordance with the timetable set out in paragraph 12.

24. In the event that a special meeting is called the Lead Council shall notify all members of the Project Board as a matter of urgency.

### SCHEDULE 3 - PROJECT BOARD TERMS OF REFERENCE

**[DN: THE TERMS OF REFERENCE OF THE PROJECT BOARD REQUIRE REVIEW AND CONSIDERATION BY THE COUNCILS.]**

1. The Project Board will manage the progress and implementation of the Project including identifying all works necessary to be carried out and instructing the internal and external financial, legal, procurement and technical advisors to carry out the same. The Project Team shall be empowered (within pre-agreed parameters) to deal direct with the Contractor and other third parties.
2. The Project Board will act as a representative for each of the Council's "Corporate Officer Management Team" described in Schedule 4 (Addresses of the Councils) to ensure consistency with individual Council objectives and visions.
3. The Project Board will consider and determine those matters allocated to it in Schedule 1 (Project Tasks).
4. The Project Board will as and when necessary report to the Joint Committee and provide advice to the Joint Committee on those matters referred to the Joint Committee as set out in Schedule 1 (Project Tasks) and Schedule 2 (Joint Committee Terms of Reference).
5. For the avoidance of doubt (as set out in Clause 8.3) the following specific functions are given to the Project Board:-
  - (a) prior approval of all reports for decision by the Joint Committee save if impracticable in the case of a special meeting;
  - (b) preparation of the draft Annual Budget;
  - (c) monitor the Project to ensure that it remains within budget;
  - (d) to provide strategic guidance to the Project to ensure that it delivers the desired outcomes for the Councils;
  - (e) to ensure that the Project and Partnership is presented positively to external stakeholders;
  - (f) to oversee the Project's progress to ensure it is delivered within agreed timescales;
  - (g) to approve the completion of each stage of the Project before sign off;
  - (h) to review and approve, as appropriate, key documents relating to the Project such as the Contract Documents;
  - (i) to ensure that the Project is sufficiently resourced in regard to finance and staffing;
  - (j) to approve the scope of work, selection, and terms of engagement of advisors;
  - (k) to approve Project reviews and ensure that action is taken against any recommendations made; and
  - (l) to agree items for presentation to Joint Committee for approval or information.

**SCHEDULE 4 - ADDRESSES OF THE COUNCILS**

**[DN: Details taken from the First Inter-Authority Agreement. Councils to confirm any required amendments.]**

<b>RECIPIENT'S NAME</b>	<b>ADDRESS</b>	<b>FAX NO.</b>	<b>EMAIL</b>	<b>CORPORATE OFFICER MANAGEMENT TEAM</b>
Conwy County Borough Council:-	Bodlondeb, Conwy, North Wales LL32 8DU	01492 576116	Janet.Jones@conwy.gov.uk	Executive Group
Denbighshire County Council:- Head of Corporate Governance	County Hall, Wynnstay Road, Ruthin LL15 1YN	01824 706293	Legal@denbighshire.gov.uk	Senior Leadership Team
Flintshire County Council:- Head of Legal and Democratic Services	County Hall, Mold, Flintshire CH7 6NB	01352 702494	Gareth.Legal@flintshire.gcsx.gov.uk	Corporate Management Team
Gwynedd Council:- Head of Democracy and Legal Service	Council Offices, Shirehall Street, Caernarfon, Gwynedd LL55 1SH	01286 679466	IwanGDEvans@gwynedd.gov.uk	Leadership Group
Isle of Anglesey County Council:- Corporate Director, Department of Environment and Technical Services	Council Offices, Llangefni, Anglesey LL77 7TW	01248 752132	rbxcs@anglesey.gov.uk	Corporate Management Team

## SCHEDULE 5 - ANNUAL BUDGET

For the avoidance of doubt the Annual Budget is required for the Joint Committee to note the Project Board's recommendations for funding the Lead Council's obligations under this Agreement.

The Annual Budget does not include the Unitary Charge payment due under the Project Agreement as envisaged by the Final Business Case and as approved by the Councils.

The following is a non-exhaustive list of the heads of expenditure that may be expected to be incurred by the Councils in relation to the Project Tasks:

1. internal expenditure (staff costs and associated overheads);
2. internal financial support;
3. internal legal support;
4. other professional services (including asset management, architects, quantity surveyors, surveyors, procurement and planning);
5. communications;
6. external expenditure (staff costs and associated overheads);
7. Project management/technical and administrative support;
8. financial advisors;
9. technical advisors;
10. insurance advisors;
11. legal advisors;
12. other professional services (including asset management, architects, QS, surveyors, procurement, site investigation, remediation and planning);
13. waste analysis;
14. ICT;
15. communications advisors;
16. associated overheads may include such expenses as travel expenses, room hire, printing, accommodation and ICT costs; and
17. agreement to the incurring of costs and the appropriateness of sharing such costs between the Councils will be in accordance with the terms of this Agreement.

## SCHEDULE 6 - ACCOUNTING PERIODS

**[DN: Details to be confirmed by the Councils.]**

<b>Start of Accounting Period</b>	<b>End of Accounting Period</b>
1 April	30 June
1 July	30 September
1 October	31 December
1 January	31 March



## SCHEDULE 7 - LIABILITY REPORT

The Liability Report shall include (but shall not be limited to):-

	<b><u>Amount</u> (all figures in round pounds)</b>
<p>Staff costs (and associated overheads) in progressing the Project:-</p> <ul style="list-style-type: none"> <li>• consultancy and advisors fees (legal, financial, technical, insurance etc.);</li> <li>• internal Project management and monitoring;</li> <li>• internal professional advice.</li> </ul>	
<p>Loss of funding support from Welsh Government.</p>	
<p>Losses incurred due to:-</p> <ul style="list-style-type: none"> <li>• loss of guaranteed Third Party Income identified in the Contractor's base case financial model;</li> <li>• liability on the remaining Councils to pay an increased proportion of the Unitary Charge payments due to the Contractor under the Project Agreement;</li> <li>• where a Council withdraws from or is terminated from this Agreement a payment in lieu of transferring an Allocated Site to a nominated Council (that is, the reasonably determined Market Value or an appropriate substitute site or sites from which the Contractor can deliver an equivalent level of service and which holds harmless the remaining Councils from additional payments to the Contractor;</li> <li>• loss of non-guaranteed Third Party Income;</li> <li>• loss of electricity revenues; and</li> <li>• the cost of acquiring additional</li> </ul>	

	<b><u>Amount</u> (all figures in round pounds)</b>
LAS allowances as a consequence of the withdrawal or termination (as the case may be) by a Council.	
Any other losses, costs, claims and damages arising from the remaining Councils within the Project recommissioning alternative service provision if the Project is no longer viable and the Project Agreement is terminated.	
Costs incurred by the Lead Council as certified by the Project Section 151 Officer and as approved by the Project Board as appropriate.	
Recognition of any mitigating factors including a substitute waste source (whether an additional local authority beyond the Councils or otherwise).	

Certified as correct \_\_\_\_\_

(Signed)

\_\_\_\_\_

(Date)

**SCHEDULE 8 - SITE**

<b>Site</b>	<b>Site Address (the Site being more particularly identified shown edged red on the relevant Site Plan)</b>	<b>Land Registry Title Number(s)</b>	<b>Freehold/Lease hold</b>
Deeside	Land at Deeside Industrial Park, Deeside, Flintshire	CYM316351	Freehold

## SCHEDULE 9 - PAYMENT PROPORTIONS

[DN: Finance to provide details for inclusion. However, agreed principles are noted below.]

It is noted that the Schedule shall incorporate a table which identifies in respect of each of the Councils, the forecast Contract Waste tonnages and respective cost sharing percentages.]

### Cost Sharing Principles in respect of Waste Treatment and Transport

1. Payments to the Contractor for the treatment and transport of Waste will be based on the actual tonnages delivered by each of the Councils, subject to not exceeding the forecast tonnages.
2. Where tonnage delivered by a Council exceeds the forecast tonnages, the Council delivering such excess tonnage shall be solely responsible for the costs associated with the treatment and transport of such tonnage.
3. Where the tonnages are below the guaranteed minimum tonnage the guaranteed minimum tonnage as applicable to each Council will be deemed to be the tonnage delivered by the relevant Council.
4. In the event that the tonnages delivered to the Contractor are below the guaranteed minimum tonnage, the Council not meeting its requirements will pay on the basis of the guaranteed minimum tonnage and this will result in an 'excess payment'.

### Excess Payments

Excess payments shall be 'placed in a reserve' to be used by the Councils (at the Joint Committees discretion) to fund project expenses, or be shared on a periodic basis or at the end of the Project utilising the percentages used to allocate the tonnage bandings.

### Additional Income and Windfall Gains

The Councils agree that any additional income shall be shared between each of the Councils on a pro-rata basis proportional to the actual tonnage delivered by each Council.

### Mechanism to re-align Tonnage Bands

It is agreed in principle that the IAA should contain provisions to allow for a readjustment of the tonnage bands as and when required to more closely reflect any changes in proportions of Waste arising in the Partnership. An Annual Review of the tonnages shall be conducted and the Joint Committee shall decide on any necessary adjustments.

**APPENDIX 1**  
**DATA PROTECTION POLICY**

**[Policy to be inserted]**

The Common Seal of **CONWY COUNTY** )  
**BOROUGH COUNCIL** was )  
hereunto affixed in the presence of:- )

Authorised Sealing Officer

The Common Seal of **DENBIGHSHIRE** )  
**COUNTY COUNCIL** was )  
hereunto affixed in the presence of:- )

Chairman

Authorised Signatory (Head of Legal  
Services/Legal Services Manager)

The Common Seal of **FLINTSHIRE** )  
**COUNTY COUNCIL** was )  
hereunto affixed in the presence of:- )

Chairman

Head of Legal and Democratic Services

The Common Seal of **GWYNEDD** )  
**COUNCIL** was )  
hereunto affixed in the presence of:- )

Authorised Signatory

The Common Seal of **ISLE OF** )  
**ANGLESEY COUNTY COUNCIL** was )  
hereunto affixed in the presence of:- )

Authorised Signatory

**STATEMENT OF DATA PROTECTION POLICY & PRACTICE – NORTH WALES RESIDUAL WASTE JOINT COMMITTEE**

**1.0 Introduction**

1.1 The North Wales Residual Waste Joint Committee comprises two elected Councillors from each of the following North Wales authorities:-

- Conwy County Borough Council
- Denbighshire County Council
- Flintshire County Council
- Gwynedd County Council
- Isle of Anglesey County Council

1.2 Flintshire County Council is the lead authority and has entered into an inter-authority agreement with the other four authorities which sets out the constitution of the Joint Committee and its decision making powers. In addition to the Data Protection policies in place for each constituent authority it has been decided to have a Data Protection policy for the Joint Committee.

1.3 The Joint Committee is supported by a project team of officers who use a stakeholder management database to track and manage communications and engagements with stakeholders and the public. The Joint Committee also processes personal information in relation to procurement processes whereby the employment details of two members of staff likely to be affected is passed to bidding companies for pricing purposes. These examples of the processing of personal information have led to the need for this Statement of Data Protection Policy & Practice.

1.4 The processing of personal information is regulated by the Data Protection Act 1998 (“The Act”) and the Joint Committee regards the lawful and correct treatment of personal information as very important to its successful operation and in maintaining confidence between it and those with whom it carries out business.

**2.0 The Principles of Data Protection**

2.1 The Act stipulates that anyone processing personal data must comply with Eight Principles of good practice. These Principles are legally enforceable.

2.2 The Principles require that personal information:

1. Shall be processed fairly and lawfully and in particular, shall not be processed unless specific conditions are met;

2. Shall be obtained only for one or more specified and lawful purposes and shall not be further processed in any manner incompatible with that purpose or those purposes;
3. Shall be adequate, relevant and not excessive in relation to the purpose or purposes for which it is processed;
4. Shall be accurate and where necessary, kept up to date;
5. Shall not be kept for longer than is necessary for that purpose or those purposes;
6. Shall be processed in accordance with the rights of data subjects under the Act;
7. Shall be kept secure i.e. protected by an appropriate degree of security;
8. Shall not be transferred to a country or territory outside the European Union Area, unless that country or territory ensures an adequate level of data protection.

### **3.0 Processing of Personal Information**

- 3.1 The Joint Committee will through the Project Manager and Project Team ensure that personal information is processed in accordance with the Act and the 8 principles in paragraph 2.2.
- 3.2 As the lead authority is Flintshire the Joint Committee is covered by Flintshire's notification to the Information Commissioner's office. The corporate Data Protection procedures applying in Flintshire will also apply to the Joint Committee covering such matters as subject access requests, violent warning markers and Data Protection complains.
- 3.3 The responsibility for ensuring compliance rests with the Project Manager. Where advice is needed on Data Protection matters it can be obtained from the relevant officers in Flintshire's Legal & Democratic Services department. Guidance is available on Flintshire's Infonet as well as on the website of the Information Commissioner's office.



REPORT TO: **[INSERT RELEVANT COMMITTEE NAME]**DATE: **[DATE]**REPORT BY: **NWRWTP PROJECT MANAGER**SUBJECT: **PROJECT BUDGET REVISION****1. PURPOSE OF REPORT**

- 1.1. To present the revised budget for 2013/14 for Members' approval.
- 1.2. To present the budget to the procurement stage of Financial Close for 2014/15 for Members approval.

**2. BACKGROUND**

- 2.1. The contents of this report were considered by the Joint Committee at their meeting of 29 January 2014 and it was agreed that it be recommended for approval by the partner authorities.
- 2.2. The Joint Committee approved a project budget to the stage of Preferred Bidder selection at it's meeting in July 2013. The approved budget for the year 2013/14 was £455,862 within a total net projected project expenditure of £3,000,367 summarised in the table below.

**NWRWTP Budget Review June 2013****( To preferred bidder selection. Excludes advisor fees from preferred bidder through to contract award)**

EXPENDITURE HEADING	A2008/9 - 2012/13	P2013/14	P2014/15 Q1	PTotal
TOTAL PROJECT MANAGEMENT COSTS	1,369,916	261,088	23,864	1,654,868
TOTAL ADVISOR COSTS	2,110,381	285,150	0	2,395,531
CONTINGENCY	0	109,624	0	109,624
<b>TOTAL COSTS</b>	<b>3,480,297</b>	<b>655,862</b>	<b>23,864</b>	<b>4,160,023</b>
LESS INCOME	959,656	200,000	0	1,159,656
<b>NET COST</b>	<b>2,520,641</b>	<b>455,862</b>	<b>23,864</b>	<b>3,000,367</b>
<b>Per AUTHORITY equal shares</b>	<b>504,128</b>	<b>91,172</b>	<b>4,773</b>	<b>600,073</b>

- 2.3. Before calling for final tender Wheelabrator Technologies Inc (WTI) provided a price update paper to the NWRWTP Project team. The paper indicated that WTI's CFT submission would represent a significant increase in costs to that set out in WTI's refined ISDS submission. This unexpected development created an extra demand on resources to examine WTI's position in detail and consider alternative options of service delivery.
- 2.4. At the September 2013 meeting of the NWRWTP Joint Committee the Project Manager advised Members that as a result of the additional work undertaken there would be an increase in expenditure and the project budget would have to be re-visited.
- 2.5. The first Inter-Authority Agreement (IAA) regulates the procurement project up to the position of Financial Close. The projected procurement project net

expenditure included in the IAA is £3,198,673. To reach the milestone of Financial Close a budget is required that extends into Q1 of 2014/15.

### 3. CONSIDERATIONS

- 3.1. Expenditure to the end of Q3 2013/14 v the approved budget is summarised in the following table. The reported overspend of £268,869 is largely due to a timing difference on the receipt of grant monies to be received from WG and the additional work resulting from WTI's price update paper.

SUMMARY BUDGET MONITORING REPORT as at 31 December 2013								
EXPENDITURE HEADING	ANNUAL BUDGETv5	YEAR TO DATE 2013/14			TOTAL PROJECT BUDGETv5	CUMULATIVE PROJECT TO DATE		
		BUDGET	ACTUAL	BUD-ACT VARIANCE - = OVER; + = UNDER		BUDGET	ACTUAL	VARIANCE
PROJECT MANAGEMENT COSTS	261,088	224,353	241,437	-17,084	1,654,868	1,594,269	1,611,353	-17,084
ADVISOR COSTS	285,150	281,400	383,760	-102,360	2,395,531	2,391,781	2,494,142	-102,360
CONTINGENCY	109,624	50,575	0	+50,575	109,624	50,575	0	+50,575
<b>TOTAL COSTS</b>	<b>655,862</b>	<b>556,329</b>	<b>625,197</b>	<b>-68,869</b>	<b>4,160,023</b>	<b>4,036,626</b>	<b>4,105,494</b>	<b>-68,869</b>
LESS INCOME	200,000	200,000	0	+200,000	1,159,656	1,159,656	959,656	+200,000
<b>NET COST</b>	<b>455,862</b>	<b>356,329</b>	<b>625,197</b>	<b>-268,869</b>	<b>3,000,367</b>	<b>2,876,970</b>	<b>3,145,838</b>	<b>-268,869</b>
Per AUTHORITY equal shares	91,172				600,073			

- 3.2. The project procurement programme has been revised. Preferred Bidder approval by each of the Partnership Authorities will take place during February/March 2014. Financial Close is scheduled to be completed during June 2014.

- 3.3. The approved 2013/14 budget has been reviewed in the light of actual expenditure incurred to date (Dec 2013). The project team have also assessed the input required from advisors to get to the point of Financial Close. The updated procurement project budget to the point of Financial Close is shown in the table below.

#### NWRWTP Budget Review January 2014 (To financial close)

EXPENDITURE HEADING	A2008/9 - 2012/13	P2013/14	P2014/15 Q1	PTotal
TOTAL PROJECT MANAGEMENT COSTS	1,369,916	302,061	59,128	1,731,105
TOTAL ADVISOR COSTS	2,110,381	478,010	182,750	2,771,142
CONTINGENCY	0	15,487	79,188	94,675
<b>TOTAL COSTS</b>	<b>3,480,297</b>	<b>795,558</b>	<b>321,066</b>	<b>4,596,922</b>
LESS INCOME	959,656	200,000	0	1,159,656
<b>NET COST</b>	<b>2,520,641</b>	<b>595,558</b>	<b>321,066</b>	<b>3,437,266</b>
Per AUTHORITY equal shares	504,128	119,112	64,213	687,453

Total procurement project net expenditure is projected to be £3,437,266 being £238,593 (+7.5%) greater than that contained in the IAA. The projected net expenditure for the current year is £595,558. The key assumptions that underpin these projections are attached in Appendix 1. A more detailed breakdown of the expenditure headings is attached in Appendix 2

- 3.4. The IAA Agreement provides that where actual costs associated with the project are likely to exceed the approved annual Project budget held on behalf of the Councils by 5% this will be a Matter Reserved To the Councils.
- 3.5. Individual Councils will also need to consider budget requirements beyond Financial Close noting the following points.
  - The second IAA will need to be executed before the JC is able to approve budgets beyond the financial close stage.
  - The requirements for the project beyond financial close need to be identified and agreed.
  - Individual Councils will need to be able to plan for costs now (at least in 2014/15) ahead of the second IAA being formally agreed.
  - The Project Director previously identified (May 2011) the potential cost of a Contract Management Team plus External Advisors of between £307,000 to £359,000 per annum. Further advice is being sought on this matter from sources in WG.

#### **4. RECOMMENDATIONS**

Members of [insert partner authority] are asked to:-

- 4.1. Approve the proposed 2013/14 revised budget it being £595,558 (as set out in the report).
- 4.2. Approve expenditure in 2014/15 to take the procurement process to the final stage of Financial Close it being £321,066 (as set out in the report).
- 4.3. For the Joint Committee members to approve the ongoing project budget requirements referred to in point 3.5 above.

#### **5. FINANCIAL IMPLICATIONS**

- 5.1. See sections 3.1 to 3.5 above

#### **6. ANTI-POVERTY IMPACT**

- 6.1. Not applicable.

#### **7. ENVIRONMENTAL IMPACT**

- 7.1. Not applicable.

#### **8. EQUALITIES IMPACT**

- 8.1. Not applicable.

#### **9. PERSONNEL IMPLICATIONS**

- 9.1. see Appendix 1 Key assumptions item 3.

#### **10. CONSULTATION REQUIRED**

- 10.1. See above.

## **11. CONSULTATION UNDERTAKEN**

11.1. Not applicable.

### **LOCAL GOVERNMENT ACCESS TO INFORMATION ACT 1985**

#### **Background Documents:**

None

**Contact Officer:** Steffan Owen NWRWTP Project Manager

## **Appendix 1 – Key Assumptions**

1. The successful appointment of Preferred Bidder by individual Councils will be completed during the months February/March 2014.
2. Financial Close will be completed on or before 30<sup>th</sup> June 2014.
3. Staffing
  - Project Director 2 days per week
  - Full time Project Manager
  - Full time Administrative Assistant
  - Lead Financial 1 day every 2 weeks
  - Lead Technical 1 day every 2 weeks
  - Lead Legal 1 day per week
4. Advisors fees are based on advisors anticipated levels of activity in the run up to Financial Close that being most intense during the months April – June 2014. An allowance of 1 day's attendance by the external advisors in three out of the five Councils has been provided for.

## Appendix 2 – Detailed Projected Project Expenditure

EXPENDITURE HEADING	A2008/9	A2009/10	A2010/11	A2011/12	A2012/13	P2013/14	P2014/15	PTotal
Project Director	57,706	106,622	142,000	161,490	123,263	100,314	20,625	712,021
Project Director Travel etc	45	8	1,183	60	0	0	0	1,295
Project Manager	0	35,051	54,197	55,695	56,970	57,536	14,384	273,832
Project Manager travel and other expenses	0	0	2,161	1,298	998	1,135	1,250	6,842
Administrative assistance	1,237	0	33,599	27,773	27,761	28,021	7,004	125,396
Lead finance	0	0	0	35,735	42,543	43,406	3,617	125,301
Interim finance	0	0	38,000	0	0	0	0	38,000
Lead Technical	0	0	30,432	37,000	26,998	17,717	1,490	113,638
IT/ Telephones	0	1,077	1,290	1,630	738	1,126	300	6,162
Software	0	6,670	0	4,020	0	0	0	10,690
Stationery/Printing	0	630	161	2,622	2,048	1,215	240	6,915
Translation	0	3,928	2,687	2,511	2,977	3,781	1,500	17,384
Staffs enquiries	0	101	127	0	0	0	0	228
Remote document managements system	0	0	11,511	0	2,440	1,760	480	16,191
Advertising	18,981	0	3,000	6,261	3,997	1,721	0	33,961
Job Working	0	0	4,000	0	0	0	0	4,000
Equipment recharge	0	0	405	0	0	0	0	405
Finance recharge	0	0	0	0	0	0	0	0
Land recharge	0	29,797	23,472	28,984	29,466	29,415	4,238	145,372
Office accommodation recharge	0	0	4,379	0	0	0	0	4,379
Venues	1,348	5,668	14,865	28,745	7,768	7,911	2,250	68,556
Audit fees	0	0	0	0	11,787	7,000	1,750	20,537
<b>TOTAL PROJECT MANAGEMENT COSTS</b>	<b>79,316</b>	<b>189,553</b>	<b>367,468</b>	<b>393,823</b>	<b>339,755</b>	<b>302,061</b>	<b>59,128</b>	<b>1,731,105</b>
								0
Technical advisors - Entec/Amec	0	149,824	350,862	272,830	227,230	164,937	33,750	1,199,433
Technical advisors - Entec/Amec Sauce	0	0	0	34,210	47,912	25,275	30,000	137,398
Legal advisors - Pinsent Mason	0	33,850	151,792	235,664	146,303	210,565	90,000	868,174
Financial advisors - Grant Thornton	0	32,701	111,523	122,907	82,243	77,233	24,000	450,606
Other advisors - AECOM/Acer	0	0	83,786	12,950	1,190	0	0	97,926
Insurance advisors - Jardine Lloyd Thompson	0	0	1,984	1,121	9,500	0	5,000	17,605
	0	0	0	0	0	0	0	0
<b>TOTAL ADVISOR COSTS</b>	<b>0</b>	<b>216,374</b>	<b>699,946</b>	<b>679,682</b>	<b>514,379</b>	<b>478,010</b>	<b>182,750</b>	<b>2,771,142</b>
Potential site survey costs	0	0	0	0	0	0	55,000	55,000
Contingency - comms	0	0	0	0	0	0	0	0
Contingency - general (10%)	0	0	0	0	0	15,487	24,188	39,675
<b>TOTAL COSTS</b>	<b>79,316</b>	<b>405,928</b>	<b>1,067,414</b>	<b>1,073,506</b>	<b>854,134</b>	<b>795,558</b>	<b>321,066</b>	<b>4,596,922</b>
					0	0	0	0
WAG Contribution	75,000	345,000	200,000	0	310,000	200,000	0	1,130,000
Other Income	0	0	0	0	29,656	0	0	29,656
<b>TOTAL INCOME</b>	<b>75,000</b>	<b>345,000</b>	<b>200,000</b>	<b>0</b>	<b>339,656</b>	<b>200,000</b>	<b>0</b>	<b>1,159,656</b>
<b>NET COST</b>	<b>4,316</b>	<b>60,928</b>	<b>867,414</b>	<b>1,073,506</b>	<b>514,477</b>	<b>595,558</b>	<b>321,066</b>	<b>3,437,266</b>



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**Appendix 9**

**NWRWTP - Selection of preferred bidder  
& contents of draft IAA2  
06/02/2014**

**Equality Impact Assessment**

**Contact:** S.PARKER - HEAD OF SERVICE

**Updated:** 24/1/2014

**1. What type of proposal is being assessed?**

A project proposal

**2. Please describe the purpose of this proposal**

- a) to select a particular contractor
- b) to establish a legal framework for cost sharing between councils

**3. Does this proposal require a full equality impact assessment?**  
*(Please refer to section 1 in the toolkit above for guidance)*

No

The proposal has no potential for discrimination against protected groups

**4. Please provide a summary of the steps taken, and the information used, to carry out this assessment, including any engagement undertaken**  
*(Please refer to section 1 in the toolkit for guidance)*

Documents studied by head of service

**5. Will this proposal have a positive impact on any of the protected characteristics?**  
*(Please refer to section 1 in the toolkit for a description of the protected characteristics)*

no effect

**6. Will this proposal have a disproportionate negative impact on any of the protected characteristics?**

no effect

**7. Has the proposal been amended to eliminate or reduce any potential negative impact?**



<Please Select>	no effect
-----------------	-----------

**8. Have you identified any further actions to address and / or monitor any potential negative impact(s)?**

<Please Select>	<none
-----------------	-------

Action(s)	Owner	Date
<Please describe>	<Enter Name>	<DD.MM.YY>
<For additional actions, insert row below>	<Enter Name>	<DD.MM.YY>

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**9. Declaration**

Every reasonable effort has been made to eliminate or reduce any potential disproportionate impact on people sharing protected characteristics. The actual impact of the proposal will be reviewed at the appropriate stage.

Review Date:	<24.01.2014
--------------	-------------

Name of Lead Officer for Equality Impact Assessment	Date
<s.parker	24.1.2014

**Please note you will be required to publish the outcome of the equality impact assessment if you identify a substantial likely impact.**

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<b>Report To:</b>	<b>Cabinet</b>
<b>Date of Meeting:</b>	<b>18 February 2014</b>
<b>Lead Member / Officer:</b>	<b>Councilor Hugh Irving</b>
<b>Report Author:</b>	<b>Peter McHugh – Head of Housing</b>
<b>Title:</b>	<b>Housing Revenue Account Rent Setting, Revenue Budgets and Capital Budgets 2014/15</b>

---

## **1. What is the report about?**

To seek approval from Cabinet for the proposed Rent and Service Charge increase and approve the Housing Revenue Account Capital and Revenue Budgets for 2014/15.

## **2. What is the reason for making this report?**

It is a statutory requirement to set budgets and rent levels before the start of the new financial year and the budget must conform to the Housing Stock Business Plan (HSBP) which has been designed to fund improvements to reach WHQS by the end of April 2014 and maintain it until 2041.

## **3. What are the Recommendations?**

That the Housing Revenue Account Budget for 2014/15 (Appendix 1) and the Housing Stock Business Plan (Appendix 2) be adopted.

That rents for Council dwellings be increased in accordance with the Rent Setting Policy guidance from Welsh Government (average 4.59% per week) with effect from Monday 7th April 2014.

That rents for Council garages be increased in line with Guideline Rents (average of 4.59% per week) and Heating Charges by 7.5% with effect from Monday 7<sup>th</sup> April 2014.

That the capital programme priorities for stock investment for the period 2014 – 2019 be approved. (Appendix 3) and subject to a full tendering exercise.

## **4. Report details.**

The latest forecast outturn for 2013/14 is detailed in Appendix 1, in line with the monthly monitoring report. Balances, at year end, are forecast to be £1,152,000.

The proposed budget for 2014/15 is also detailed in Appendix 1. The budget has been calculated on the following basis:

- HRA Subsidy Determinations;
- Average rent increases of 4.59%;
- Management and Repairs and Maintenance expenditure in line with the HSBP base cost assumption of 2.0 % increase;

- 2 Right to Buy (RTB) Sales have been made to date with one further disposal prior to 31 March 2014. Two right to buy per annum has been forecast for subsequent years however this will be reviewed each year as part of the business planning process.

The Final HRA Subsidy Determinations have been received from Welsh Government. The Determination assumes that "Guideline Rents" are charged, that "Management and Maintenance" costs are fixed, and older supported capital repayments are made. The "notional" HRA account produced from this calculation is in surplus and this amount is paid to Welsh Government and on to the Treasury as negative subsidy. Following a national review of the Housing Revenue Account Subsidy System the Welsh Government intend to abolish the HRA subsidy system and replace it with a system of Self Financing where authorities shall be provided with a one off debt settlement (estimated to be approximately £39 million in the case of Denbighshire) and in return Authorities will be able to retain the negative subsidy payment paid to Welsh Government (presently worth over £3 million per year for Denbighshire) which would be used to service the £39 million debt. Welsh Government is looking to incorporate the Self Financing Settlement into the Housing Bill which is due to be passed by the Senedd in summer 2014 and commence the new financial regime with effect from 1<sup>st</sup> April 2015.

Welsh Government guidance has recommended the following uplift for HRA business plans for 2014/15:

- Management and Maintenance allowances to be uplifted by 6.09% to £2,769 compared to £2,610 per dwelling in 2013/14);
- Guideline Rent increases to £72.40 per dwelling per week which equates to a weekly increase of £3.18 per week. This is due to rents in Denbighshire being comparatively low and the policy of Welsh Government is for rental levels between Local Authorities and RSLs to converge. This will mean local authority rent levels rise at a larger rate than RSL rents to facilitate the convergence;
- Benchmark Rents (RSL) will increase from £75.21pw to £78.37pw an increase of £3.16 equating to 4.2% uplift.

It is estimated that the HRA Subsidy payment to Welsh Government for 2014/15 will total £3,307,000 which equates to an increase of 6.5% compared with 2013/14.

The service has undertaken considerable work to help manage and mitigate the impact of welfare reform. All affected households have had a home visit from their estates officer, explaining the benefit changes and how it will affect their HB payments. A total of 353 people have been identified as affected by the under occupancy charge (bedroom tax) and in line with good practice bad debt provision has been increased within the business plan for 2013/14 and 2014/15 to take account of the implications of welfare reform. To date arrears relating to the "bedroom tax" have increased by £17,842 which are contained within the bad debt provision which has been made and are lower than a number of other authorities.

Over one third of the Housing Stock is designated as sheltered accommodation or rented by retired persons in general needs housing whom are exempt from the under occupancy charge and 66% of all tenants are in receipt of some form of Housing Benefit therefore the impact of welfare reform has been less than in some other areas and remains within the bad debt provision which has been set.

The Guideline Rent uplift for 2014/15 would result in the charges outlined below:

	<b>Actual Rent 2013/14</b>	<b>Guideline/Actual Rent 2014/15</b>
Bed-sit	£59.01	£61.72
1 Bedroom	£62.08	£64.93
2 Bedrooms	£67.12	£70.20
3 Bedrooms	£77.43	£80.98
4 Bedrooms	£85.15	£89.06

### **Housing Stock Business Plan (HSBP)**

As part of the budget process it is necessary to review the Housing Stock Business Plan and this is achieved through a due diligence exercise on an annual basis to review the assumptions used and to validate the robustness of the financial model. In addition the review undertakes a sensitivity analysis and produces a risk register.

The latest review was undertaken in October 2013 which confirmed that the Business Plan is both viable and robust. It states that the assumptions made are prudent and the plan is viable over the next 30 years. The review was informed by a fresh stock condition survey undertaken in 2012 by Rand Associates which identified the future investment needs of the stock which has informed the next 5 year Improvement Programme which will concentrate on external components such as roofing works, rainwater goods, external rendering, outbuilding etc which are not addressed through the Welsh Housing Quality Standard as well as catch up works for "acceptable fails".

### **Garages**

Rents for garages shall increase in line with the business plan resulting in 4.59% uplift for 2014/15. A review of garages to ascertain how they are presently being utilized, to compare and contrast investment costs against income derived and to consider the medium to longer term options for garage sites will be undertaken in 2015 as part of the asset management strategy.

### **Heating Charges**

Four estates have communal heating systems with central boilers without individual meters. All other tenants pay their own heating costs direct to the supplier.

Energy supplier costs have been increasing and whilst Housing Services will not pass on the full cost increase it is recommended that heating costs rise by 7.5% which will result in an average heating cost of £9.38 per week. It's worth noting that other authorities have traditionally passed on the full increase for fuel charges.

A project team has been set up provide advice to tenants on energy saving measures which should help to improve energy efficiency and reduce fuel poverty.

### **Welsh Housing Quality Standard**

The Council is on course to deliver the Welsh Housing Quality Standard to all the Housing Stock (apart from a small number of “acceptable fails” where for example tenants refuse the improvement works due to ill health etc) for mid April 2014 which will ensure that Denbighshire are one of only 4 Councils to achieve this top Welsh Government priority.

Contracts have been drawn up and split into “Lots” 1-8. In 2013/14 Lots 6 & 7 have been completed and Lot 8 is due to complete in mid April 2014. During the course of 2013/14 589 homes will have brought up the standard.

The stock condition survey has identified repairs, maintenance and improvement costs for the next 30 years which have subsequently been built into the business plan and shall inform the developing asset management plan.

#### **5. How does the decision contribute to the Corporate Priorities?**

The provision of good quality housing is a Corporate Priority and tendering the 5 year capital programme will provide a boost to the local economy by maximizing the local employment, training and supply chain opportunities for local people and businesses.

#### **6. What will it cost and how will it affect other services?**

The Housing Revenue Account is generally ring fenced and costs of implementation are covered by the increased income through rents and service charges.

#### **7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision What consultations have been carried out?**

The EqIA has highlighted the need to ensure tenants have access to appropriate advice and assistance to maximize take up of entitlements. This is being done.

#### **8. What consultations have been carried out?**

The Denbighshire Tenants’ and Residents’ Federation will be consulted on the proposed rent and service charge increase and the capital programme.

#### **9. Chief Finance Officer Statement**

A recent review of the Housing Stock Business Plan (HSBP) and the Housing Subsidy Determinations for 2014/15 show that the Plan remains robust and financially viable. There are sufficient resources to meet the investment needs of the stock. This will be the last year that there is a housing subsidy system in Wales. A self-financing model will be introduced from April 2015. The details are being debated and developed nationally but it is probable that the revenue impact will be positive. A new HSBP will be required once self-financing has been introduced.

#### **10. What risks are there and is there anything we can do to reduce them?**

Failure to follow the Housing Stock Business Plan and to set budgets could lead to financial problems and potential intervention by Welsh Government. Housing Services will work closely with welfare rights and the corporate welfare reform group to manage, mitigate and minimize the impact of welfare reform upon tenants.

#### **11. Power to make the Decision**

The Council has the power to make this decision and does not require any external approvals in order to do so.

<b>APPENDIX ONE</b>				
<b>Housing Revenue Account ~ 2013/14 Budget</b>				
<b>2012/13</b>		<b>2013/14</b>		<b>2014/15</b>
<b>Final</b>		<b>Budget</b>	<b>Forecast</b>	<b>Proposed</b>
<b>Outturn</b>	<b>Period 9 - December 2013</b>		<b>Out-turn</b>	<b>Budget</b>
<b>£</b>	<b>EXPENDITURE</b>	<b>£</b>	<b>£</b>	<b>£</b>
2,021,640	Supervision & Management - General	2,087,263	2,167,476	2,069,750
283,949	Supervision & Management - Communal	287,907	287,907	293,665
271,240	Welfare Services	139,454	159,803	142,243
2,997,042	Repairs and Maintenance	2,918,021	2,918,021	3,035,640
<b>5,573,871</b>	<b>Total Housing Management</b>	<b>5,432,645</b>	<b>5,533,207</b>	<b>5,541,298</b>
2,705,689	Item 8 Capital Charges	3,075,457	2,959,619	3,173,010
330,606	Capital Funded from Revenue	890,201	890,201	943,193
3,080,742	Subsidy	3,242,626	3,105,081	3,306,944
92,087	Provision for Bad Debts	131,248	131,248	132,725
<b>11,782,995</b>	<b>Total Expenditure</b>	<b>12,772,177</b>	<b>12,619,356</b>	<b>13,097,170</b>
	<b>INCOME</b>			
11,796,838	Rents (net of voids)	12,499,399	12,566,017	13,089,944
155,603	Garages	162,678	157,483	166,745
3,540	Interest on Balances & Other Income	8,015	3,540	3,600
<b>11,955,981</b>	<b>Total Income</b>	<b>12,670,092</b>	<b>12,727,040</b>	<b>13,260,289</b>
	<b>Surplus / Deficit (-) for the Year:</b>			
<b>503,592</b>	<b>General Balances</b>	<b>788,116</b>	<b>997,885</b>	<b>1,106,312</b>
871,407	Balance as at start of year ~ General	1,044,393	1,044,393	1,152,077
<b>-330,606</b>	<b>Earmarked Balances</b>	<b>-890,201</b>	<b>-890,201</b>	<b>-943,193</b>
1,044,393	Balance as at end of year ~ General	942,308	1,152,077	1,315,196

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APPENDIX TWO					
HOUSING STOCK BUSINESS PLAN					
SUMMARY	2013/14	2014/15	2015/16	2016/17	2017/18
<b>CAPITAL EXPENDITURE</b>					
Planned Improvements	£7,234,370	£5,028,528	£5,179,384	£5,334,765	£5,494,808
IT Investment	£150,000	£850,000			
Slippage (Previous Years)		£300,000			
	£7,384,370	£6,178,528	£5,179,384	£5,334,765	£5,494,808
<b>CAPITAL FUNDING</b>					
Major Repairs Allowance	£2,400,000	£2,400,000	£2,400,000	£2,400,000	£2,400,000
Usable Capital Receipts	£28,000	£38,314	£39,940	£41,624	£43,366
CERA	£740,000	£793,193	£1,643,181	£1,805,572	£2,349,804
Efficiency Savings - IT investment	£150,000	£150,000	£150,000	£150,000	£150,000
Prudential Borrowing	£4,066,370	£2,797,021	£946,263	£937,570	£551,638
	£7,384,370	£6,178,528	£5,179,384	£5,334,765	£5,494,808
<b>REVENUE EXPENDITURE</b>					
Management ~ General	£2,167,476	£2,069,750	£2,123,369	£2,178,328	£2,234,661
Special & Welfare Costs	£447,710	£435,908	£446,806	£457,976	£469,425
Repairs & Maintenance	£2,918,021	£3,035,640	£3,113,406	£3,193,116	£3,274,819
HRA Subsidy Payment	£3,105,081	£3,306,944	£3,389,618	£3,474,359	£3,561,217
Rent Rebate Subsidy Limitation	£0	£0	£0	£0	£0
CERA	£890,201	£943,193	£1,658,061	£1,804,873	£2,267,642
Provision for Bad Debts	£131,248	£132,725	£134,261	£135,984	£137,793
Capital Financing Costs	£2,959,619	£3,173,010	£3,312,502	£3,320,957	£3,320,058
	£12,619,356	£13,097,170	£14,178,023	£14,565,592	£15,265,616
<b>REVENUE INCOME</b>					
Rental Income	£12,566,017	£13,089,944	£13,704,266	£14,393,413	£15,117,211
Garage Income	£157,483	£166,745	£171,748	£176,900	£182,207
Interest on Balances	£3,540	£3,600	£5,821	£5,107	£5,229
	£12,727,040	£13,260,289	£13,881,835	£14,575,420	£15,304,647
<b>BALANCES</b>					
Balance brought forward	£1,044,393	£1,152,077	£1,315,196	£1,019,008	£1,028,836
Surplus / Deficit (-) For Year	£107,684	£163,119	£-296,188	£9,828	£39,031
Balance carried forward	£1,152,077	£1,315,196	£1,019,008	£1,028,836	£1,067,867

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## Capital Programme for Stock Investment 2014 to 2019

Sum of Adjusted Cost	Column Labels						Grand Total	Percentage of Spend	
Row Labels	2014	2015	2016	2017	2018	(blank)	2019	Grand Total	Percentage of Spend
Bathrooms	£0	£25,410		£23,100	£0		£11,000	£59,510	0.61%
Chimneys		£0	£0	£0	£0		£0	£0	0.00%
Common Areas	£5,995	£11,358	£16,583	£15,125	£29,755		£45,430	£124,245	1.28%
Doors	£35,827	£421,520	£34,507	£2,640			£1,210	£495,704	5.10%
Electrics	£12,200	£600						£12,800	0.13%
External Works	£410,894	£216,139	£244,563	£303,457	£304,821		£532,450	£2,012,324	20.69%
Garages Attached		£21,780			£3,520			£25,300	0.26%
General Plumbing	£2,640			£2,310				£4,950	0.05%
Heating	£149,320	£58,410	£102,050	£74,180	£63,910		£171,490	£619,360	6.37%
Kitchens		£19,250		£11,000				£30,250	0.31%
Roof	£143,110	£1,391,230	£425,370	£358,710	£1,229,607		£305,030	£3,853,057	39.61%
Stores and Outbuildings	£144,320	£92,940	£116,600	£176,440	£275,000		£199,320	£1,004,620	10.33%
Walls	£381,365	£348,783	£85,635	£193,903	£332,629		£16,962	£1,359,276	13.97%
Windows	£3,476			£122,529				£126,005	1.30%
(blank)									0.00%
<b>Grand Total</b>	<b>£1,289,147</b>	<b>£2,607,419</b>	<b>£1,025,308</b>	<b>£1,283,394</b>	<b>£2,239,242</b>		<b>£1,282,892</b>	<b>£9,727,400</b>	<b>100.00%</b>

The above works shall be scheduled into a bespoke Capital Programme. The programme has been developed in partnership with RAND Associates who also completed the Stock Condition Survey on behalf of Housing Services. Using the information gathered from the original 15% survey and pre-existing information from the council's Welsh Housing Quality Standard Improvement programmes, the full 5 year investment programme has been developed utilising the department's new Asset Management Software System, Keystone.

The investment programme has fundamentally been sequenced using a condition based approach, however to ensure that all future investment is evenly distributed across the county, several ward areas have been created in which the investment works will be completed during each year of the programme. Our investigations and detailed surveys have confirmed that the greatest percentage of investment required throughout the housing stock now comprises of mainly external works (86%). This was to be anticipated as our most recent improvement programmes have focused on internal upgrades including electrical rewires, replacement kitchens and bathrooms renewals.

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Although some internal works will be completed as part of the 5 year Investment programme, these will be of a much smaller scale than of previous WHQS programmes and will mainly concentrate on properties improved during the early phase of the WHQS programme.

A small number of properties have not been improved since the onset of the WHQS programme due to tenant refusals, commonly resulting from ill health or old age. These properties have been recorded as acceptable fails to determine overall WHQS compliance. Although this represents a small percentage of the stock an allowance has been made within the 5 year investment programme to fully improve these properties within the housing stock. This will take the form of a contingency sum per year and it is envisaged that the necessary improvement works will be completed to these properties when they become vacant.

The 5 year investment programme will also ensure that our stock remains fully compliant with all aspects of Health and Safety legislation and other statutory obligations to safeguard both our tenants and the Council. This will include communal area upgrades including fire risk assessment improvement works and DDA improvement work as recommended as part of the stock condition survey. The thermal efficiency of the housing stock will also benefit from the planned investment programme as new technologies and high efficiency installations will be incorporated into contract specifications, this will ultimately improve the average SAP rating across the housing stock and provide accommodation which is more fuel and energy efficient for our tenants.

The overall result will be a larger number of smaller value contracts of varying types to include both external and internal repairs. Within this, many different contract types could possibly be underway at any one time and this will increase the level of management time required, as works will no longer be delivered by one main contractor. Wherever possible, the works will be packaged together to secure value for money and reduce the

management time however given that the contracts will be smaller and more bespoke than the WHQS contracts there is the potential for more local contractors to successfully tender and win contracts and supply chain opportunities for the new improvement programme.

Should members approved the Capital Programme then officers shall develop contracts for tender which shall be tendered in late spring/ early summer.

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**Report To: Cabinet**

**Date of Meeting: 18<sup>th</sup> February 2014**

**Lead Member / Officer: Councillor Julian Thompson-Hill /Paul McGrady**

**Report Author: Richard Weigh, Chief Accountant**

**Title: Finance Report**

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## **1. What is the report about?**

The report gives details of the council's revenue budget and savings as agreed for 2013/14. The report also provides a summary update of the Capital Plan as well as the Housing Revenue Account and Housing Capital Plan.

## **2. What is the reason for making this report?**

The purpose of the report is to provide an update on the council's current financial position.

## **3. What are the Recommendations?**

Members note the progress against the agreed budget strategy.

Members approve the following transfers to reserves as detailed in Section 6:

- £66k to a Planning reserve in respect of fees received in the current year
- £134k to a Channel Shift Reserve (Customer & Education Support)
- £121k to the Education Out of County Placement Reserve

**Appendix 5** shows details of all transfers to and from reserves agreed by Cabinet during the year.

## **4. Report details**

The report provides a summary of the council's revenue budget for 2013/14 (**Appendix 1**). The council's net budget is £192m. At the end of January, there is a forecast under spend on service and corporate budgets of £991k (£951k last month) which represents a variance of 0.78%.

**Appendix 2** to the report shows the progress to date against the savings highlighted in the Medium Term Financial Plan for 2013/14. A savings target of £3.061m was agreed for the year and so far 89% have been achieved totalling £2.716m. The target included £200k of modernisation savings. So far, it is assumed that £140k will be achieved (including printer rationalisation and travel savings). The rest of the savings are assumed to be achievable but can only be confirmed after a full year's activity has been assessed.

**5. How does the decision contribute to the Corporate Priorities?**

Effective management of the council's revenue and capital budgets and delivery of the agreed budget strategy underpins activity in all areas, including corporate priorities.

**6. What will it cost and how will it affect other services?**

Narrative supporting service forecasts where necessary is detailed below:

**Business Improvement and Modernisation** – Although the under spend has remained at £72k, the projection now includes the effects of the following changes:

- £40k has now been transferred to the EDRMS reserve as recommended in last month's report
- Internal Audit is now reported under Business Improvement and Modernisation and is forecasting a £15k under spend due to the early implementation 2014/15 savings
- A further £20k under spend is due to the delay in the timetable for delivering the Big Plan 2
- Minor variances account for the remaining £5k movement

It has already been proposed by the service that £32k of this under spend be utilised in 2014/15 to help fund an Information Officer post. The service would further propose that £20k is utilised to fund the delayed costs of the Big Plan 2, and that £20k is used to help fund a project to help devolve services to Town and Community Councils.

**Finance & Assets** – is forecast to be under spent by £15k. Part of this relates to planned procurement training which will now take place in April (£5k) and vacancies within the Procurement team (£10k).

**Highways & Environment Services** – The Environment and Highways Services is still showing an over spend of £96k. However, this projection includes a number of contingencies, in particular relating to the Winter Maintenance budget. The level of these projections will continue to be assessed over the coming weeks in response to the weather conditions and reported on in future monitoring reports. If the contingencies are not required the service budget is likely to be balanced by the end of the year.

**Planning & Public Protection** – a planning fee of £99k has recently been received in respect of development at Bodelwyddan. Part of the expenditure against this income will be incurred in the current year (£33k) with the remainder being incurred over the next two years. It is therefore recommended that as £66k of the fee received relates to funding future costs, this amount is placed in a planning reserve to be drawn down to match future expenditure.

**Adult & Business Services** - the 2013/14 outturn within Adult and Business Services is currently showing an overall under spend of £119k on a gross



budget of £48m. The under spend is mainly attributable to 2014/15 budget savings proposals being implemented early in readiness for the full year effect.

**Children's Services** - the current reported position is an under spend of £469k, an increase of £59k from the previous month. The movement is as a result of a saving of £20k due to delays appointing to vacant posts and a reduction on independent fostering expenditure of £31k due to placements ending sooner than previously anticipated. Most of the current year's under spend relates to areas where savings have been agreed for 2014/15. The service has recently submitted a grant claim to WG in relation to the Integrated Family Support Services team and the claim includes the refunding of some staffing costs that are currently charged to revenue. At this stage it is not known whether the claim will be successful but if it is, the under spend would increase by a further £64k.

**Communications, Marketing & Leisure** - the current forecast is a small under spend of £3k. The financial performance of the Rhyl Pavilion Theatre continues to improve and the latest forecasts for the venue project a small under spend at the year-end. The customer numbers at the council's leisure facilities continue to exceed targets, which justifies the recent significant capital investment in them. The delay in the opening of the new Foryd Harbour has impacted on the income levels for 13/14 but it has previously been agreed that any funding shortfall will be met corporately. However the latest forecasts predict that this should be much less than previously envisaged

**Customer & Education Support** – The service is currently projected to under spend by £134k. The movement of £23k from last month largely relates to the release of number of small contingencies and the revised timing of some ICT investment. It is recommended that a new reserve is set up to pump prime the Chanel Shift and Customer Access project which forms part of the Modernisation agenda and is vital in delivering the efficiencies required in future years. The expenditure will span the next two financial years and will reduce the funding requirement from corporate resources. It is further recommended that the service under spend is placed in this reserve.

**School Improvement & Inclusion** – The service is currently showing an under spend of £121k, all of which relates to the Out of County placement budget. This projection still contains a number of assumptions relating to expected levels of charges from other local authorities and providers. It is recommended that this under spend is also placed in the Out of County reserve which was set up earlier in the year and allowed for the release of £200k base budget efficiency in 2014/15. Increasing the reserve provides further options when considering budget savings for 2015/16.

**Schools** - at the end of January the projection for school balances is £3.131m, which is a positive movement of £261k on the balances brought forward from 2012/13 (£2.870m). The movement from the last report primarily relates to the delay in planned investment in school infrastructure that will now take place during the Easter break. The projections currently include estimates for ICT investment that may not be delivered until April. The council supports two

schools in financial difficulty and will continue this support through the recovery process into the 2014-15 financial year. Both have acting Head teachers in post who are fully engaged in the recovery process and are working with the Local Authority accordingly. A third school, Rhyl High, which had been in financial difficulty has now fulfilled its recovery plan targets and will be running to a planned surplus by the end of 2014-15. This is a significant achievement. The Non-delegated budget is currently projected to under spend by £116k.

**Corporate** budgets – estimates for the costs in response to the floods in December are approximately £330k capital (the reinstatement of sea defences) and £150k of other revenue costs. A submission has been made to Welsh Government for financial assistance which is still being assessed. It is probable that some funding will be provided for the capital works to improve sea defences but this has not yet been confirmed. The assumption against the Corporate budget is £350k – costs in excess of this would be met from general balances.

The Corporate budget includes a priority budget allocation of £140k for modernisation. It is estimated that £80k of this budget will be used in 2013/14.

The amount of debt written-off in the year is £116k in respect of Council Tax and £19k in respect of other debtors. Council Tax write-offs are estimated to be approximately £220k by the end of the year which is consistent with last year. Write-offs relate to irrecoverable debt which in some cases dates back several years.

**Corporate Plan** cash reserves are forecast to be £13.4m by the end of the year, leaving a cash requirement of approximately £8.6m required to deliver the Plan.

The **Housing Revenue Account (HRA)**. The latest revenue position assumes an increase in balances at year end of £105k, which is an improvement of £207k on the budgeted assumption. The Housing Capital Plan forecast remains unchanged from last month at £7.6m. The Welsh Housing Quality Standard should be achieved in April 2014. Debt write-offs for the HRA are estimated to be £50k in the current year which is in line with the forecast in the budget.

A summary of the **Capital Plan** is enclosed as **Appendix 3**. The approved general capital plan is £37.6m and expenditure to the end of January was £22.4m. Capital expenditure in the last quarter of the year is always significantly higher than the preceding quarters and will be the case this year. Also included within Appendix 3 is the proposed expenditure of £7.1m on the **Corporate Plan**.

**Appendix 4** provides an update on the major projects included in the Capital Plan.

**7. What are the main conclusions of the Equality Impact Assessment (EqIA) undertaken on the decision?**

A summary EqIA was submitted to Council in February 2013.

**8. What consultations have been carried out with Scrutiny and others?**

Service challenges were held with each head of service and each challenge included representatives from scrutiny committee and Cabinet. Corporate Plan and Budget workshops were held with members in September, November and December. The capital plan was approved by council following scrutiny by the Strategic Investment Group and recommendation by cabinet.

**9. Chief Finance Officer Statement**

It is important that services continue to manage budgets prudently and that any in-year surpluses are considered in the context of the medium-term financial position, particularly given the scale of budget reductions required over the coming two years.

At the end of January, the council's borrowing totalled £132.454m at an average rate of 5.79%. Investment balances were £27.1m at an average rate of 0.80%.

**10. What risks are there and is there anything we can do to reduce them?**

This is the most challenging financial period the council has faced and failure to deliver the agreed budget strategy will put further pressure on services in the current and future financial years. Effective budget monitoring and control will help ensure that the financial strategy is achieved.

**11. Power to make the Decision**

Local authorities are required under Section 151 of the Local Government Act 1972 to make arrangements for the proper administration of their financial affairs.

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Appendix 1

**DENBIGHSHIRE COUNTY COUNCIL REVENUE BUDGET MONITORING REPORT 2013/14**

Forecast as at 31/01/2014	Net Budget	Budget 2013/14			Projected Outturn			Variance			Net %	Variance Previous Report £'000
	2012/13	Expenditure	Income	Net	Expenditure	Income	Net	Expenditure	Income	Net		
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000		
Business Improvement & Modernisation	1,370	2,242	-465	1,777	2,267	-563	1,704	25	-98	-73	-4.11%	-72
Legal & Democratic Services	1,513	2,082	-555	1,527	2,136	-629	1,507	54	-74	-20	-1.31%	-20
Finance & Assets	7,058	14,116	-7,379	6,737	14,648	-7,926	6,722	532	-547	-15	-0.22%	0
Highways & Environmental Services	20,893	37,152	-17,300	19,852	34,255	-14,308	19,947	-2,897	2,992	95	0.48%	96
Planning & Public Protection	2,621	4,247	-1,706	2,541	4,390	-1,866	2,524	143	-160	-17	-0.67%	-23
Adult & Business Services	31,865	47,565	-14,053	33,512	47,868	-14,475	33,393	303	-422	-119	-0.36%	-355
Children & Family Services	8,913	9,402	-623	8,779	9,405	-1,096	8,309	3	-473	-470	-5.35%	-410
Housing & Community Development	2,103	3,347	-1,468	1,879	3,199	-1,624	1,575	-148	-156	-304	-16.18%	-306
Communication, Marketing & Leisure	5,224	11,828	-5,884	5,944	12,005	-6,064	5,549	177	-180	-3	-0.05%	0
Strategic HR	901	1,287	-368	919	1,569	-650	919	282	-282	0	0.00%	0
ICT/Business Transformation	1,935	2,663	-707	1,956	2,725	-769	1,956	62	-62	0	0.00%	0
Customers & Education Support	1,983	2,511	-505	2,006	2,399	-527	1,872	-112	-22	-134	-6.68%	-111
School Improvement & Inclusion	4,444	11,847	-6,978	4,869	12,045	-7,297	4,748	198	-319	-121	-2.49%	0
<b>Total Services</b>	<b>90,823</b>	<b>150,289</b>	<b>-57,991</b>	<b>92,298</b>	<b>148,911</b>	<b>-57,794</b>	<b>90,725</b>	<b>-1,378</b>	<b>197</b>	<b>-1,181</b>	<b>-1.28%</b>	<b>-1,201</b>
Corporate	5,997	43,483	-28,970	14,513	43,673	-28,970	14,703	190	0	190	1.31%	250
Transfers to Corporate Plan Reserve	1,700	3,100	0	3,100	3,100	0	3,100	0	0	0	0.00%	0
Precepts & Levies	4,569	4,593	0	4,593	4,593	0	4,593	0	0	0	0.00%	0
Capital Financing	12,656	13,230	0	13,230	13,230	0	13,230	0	0	0	0.00%	0
<b>Total Corporate</b>	<b>24,922</b>	<b>64,406</b>	<b>-28,970</b>	<b>35,436</b>	<b>64,596</b>	<b>-28,970</b>	<b>35,626</b>	<b>190</b>	<b>0</b>	<b>190</b>	<b>0.54%</b>	<b>250</b>
<b>Council Services &amp; Corporate Budget</b>	<b>115,745</b>	<b>214,695</b>	<b>-86,961</b>	<b>127,734</b>	<b>213,507</b>	<b>-86,764</b>	<b>126,351</b>	<b>-1,188</b>	<b>197</b>	<b>-991</b>	<b>-0.78%</b>	<b>-951</b>
<b>Schools &amp; Non-delegated School Budgets</b>	<b>61,643</b>	<b>72,979</b>	<b>-9,140</b>	<b>63,839</b>	<b>73,467</b>	<b>-10,005</b>	<b>63,462</b>	<b>488</b>	<b>-865</b>	<b>-377</b>	<b>-0.59%</b>	<b>-109</b>
<b>Total Council Budget</b>	<b>177,388</b>	<b>287,674</b>	<b>-96,101</b>	<b>191,573</b>	<b>286,974</b>	<b>-96,769</b>	<b>189,813</b>	<b>-700</b>	<b>-668</b>	<b>-1,368</b>	<b>-0.71%</b>	<b>-1,060</b>
<b>Housing Revenue Account</b>	<b>-71</b>	<b>12,772</b>	<b>-12,670</b>	<b>102</b>	<b>12,624</b>	<b>-12,729</b>	<b>-105</b>	<b>-148</b>	<b>-59</b>	<b>-207</b>		<b>-210</b>

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**Appendix 2 Medium Term Financial Plan Update 2013/14**  
**Update to 31/01/2014**

<u>Ref</u>	<u>Action</u>	<u>Status</u>	<u>Saving</u> £'000	<u>Total</u> £'000
<b><u>General</u></b>				
A2	Reduce Contingency for balances and impact of Recession	Achieved	300	
A3	Convert Essential Car Users to Casual	Achieved	200	
A10	Modernising the Council	In progress	200	
A7	Costs of Democracy	Achieved	17	
				<b>717</b>
<b><u>Support Services</u></b>				
C6	ICT Printer Rationalisation Project	Achieved	25	
C7	Finance & Assets	Achieved	100	
	Energy - Reduced Consumption	Achieved	100	
	Capital Financing Budget	Achieved	100	
				<b>325</b>
<b><u>Service Challenges</u></b>				
<b><u>Communication, Marketing &amp; Leisure</u></b>				
Da5	Remove leisure subsidy by increasing income	In progress	70	
DK1	Modernise Library Service Provision	Achieved	77	
				<b>147</b>
<b><u>Environmental Services</u></b>				
Db2	Renegotiate recycle and disposal contracts	Achieved	225	
Db5	Regional Waste Procurement budget	Achieved	81	
Db6	Succession Planning	Achieved	15	
Db10	Service Redesign (Street Cleansing)	Achieved	138	
	Various Minor reductions in expenditure within Env Servs	Replacement	15	
Db15	Free School Meals - increase take-up	Achieved	5	
Db15a	Reduced Subsidy of School Meal Service	Achieved	50	
Db16	Countryside - AONB	Achieved	-20	
Db17	Stores	Achieved	-45	
Db18	Recycling Parks	Achieved	100	
<b><u>Highways &amp; Infrastructure</u></b>				
EC17	Traffic & Road Safety	Achieved	50	
EC18	Highway Maintenance DLO	Achieved	150	
				<b>764</b>
<b><u>Planning and Public Protection</u></b>				
EC21	Review Pest Control	Achieved	10	
EC23	Review of Building Control	Achieved	20	
EC26	Review of Pollution Control	Achieved	20	
EC29	Review of Management	Achieved	40	
				<b>90</b>
<b><u>Adult Social Services</u></b>				
Df1	Cefndy Healthcare - reduced subsidy	Achieved	46	
<b><u>Older People</u></b>				
Df5	Externalise elements of Home Care	Achieved	15	
Df8	Impact of investment in reablement	Achieved	75	
Df9	Residential Care - Impact of Extra Care	Achieved	155	
<b><u>Mental Health</u></b>				
Df11	Management Changes	Achieved	19	
Df12	Partnership Efficiency Savings	Achieved	26	

	<u>Status</u>	<u>Saving</u> <u>£,000</u>	<u>Total</u> <u>£'000</u>
<b>Adult Social Services (con'd)</b>			
<b>Physical Disability &amp; Impairment</b>			
Df13	ISIL Scheme	Achieved	12
Df14	Reablement Intervention	Achieved	26
Df15	Telecare	Achieved	20
<b>Other Adult Services</b>			
Df17	Systems Thinking and Vacancy Control	Achieved	80
			<b>474</b>
<b>Children &amp; Family Services</b>			
<b>Staffing</b>			
Dj4	Social Workers - reduction in caseload	Achieved	108
Dj7	Review of Bryn Y Wal Residential Service	Achieved	109
Dj8	Reduction in Independent (external) Placement Provision	Achieved	63
<b>Pressures</b>			
Dj18	In-house Fostering	Achieved	-35
Dj20	Legislative changes	Achieved	-28
			<b>217</b>
<b>Housing &amp; Community Development</b>			
Various Small savings in Housing			
Dc1	Review of Regeneration	Achieved	1
Dc18	Regeneration Service Redesign	Achieved	10
			<b>34</b>
<b>REGIONAL WORKING/COLLABORATION</b>			
ENW1	Education Regional Board	Achieved	55
ENW2	Social Care Regional Board	Achieved	35
ENW2	Social Care Regional Board	Deferred	65
			<b>155</b>
<b>OUTSOURCING</b>			
G2	Bodelwyddan Castle	Achieved	28
G3	Clwyd Leisure	Achieved	50
G4	ECTARC	Achieved	5
			<b>83</b>
<b>Other Cultural/Heritage activities</b>			
H2	Ruthin Craft Centre	Achieved	20
H3	Llangollen Pavilion	Achieved	25
H4	Heritage facilities	In progress	10
			<b>55</b>
<b>Total Savings 2013/14</b>			<b>3,061</b>
<b>Summary:</b>			
Savings Achieved/Replaced or Pressures Confirmed		<b>£'000</b>	<b>%</b>
		<b>2,716</b>	<b>89</b>
Savings In Progress/Being Reviewed		<b>280</b>	<b>9</b>
Savings Not Achieved or Deferred and not replaced		<b>65</b>	<b>2</b>
<b>Total</b>		<b>3,061</b>	



**General Capital Plan**

Capital Expenditure

Total Estimated Payments - General  
 Total Estimated Payments - Corporate Plan  
 Contingency  
 Total

Capital Financing

- 1 External Funding
- 2 Receipts and Reserves
- 3 Prudential Borrowing
- 5 Unallocated Funding

Total Capital Financing

	2013/14	2014/15	2015/16	2016/17	2017/18
	£000s	£000s	£000s	£000s	£000s
Total Estimated Payments - General	29,865	10,686	312	0	0
Total Estimated Payments - Corporate Plan	7,139	2,246			
Contingency	694	1,000	1,000	1,000	1,000
<b>Total</b>	<b>37,698</b>	<b>13,932</b>	<b>1,312</b>	<b>1,000</b>	<b>1,000</b>
External Funding	25,354	12,274	4,777	4,571	4,571
Receipts and Reserves	4,239	1,375			
Prudential Borrowing	8,105	4,149	250		
Unallocated Funding	0	(3,866)	(3,715)	(3,571)	(3,571)
<b>Total Capital Financing</b>	<b>37,698</b>	<b>13,932</b>	<b>1,312</b>	<b>1,000</b>	<b>1,000</b>

**Corporate Plan**

Approved Capital Expenditure  
 included in above plan

Cefndy Healthcare Investment  
 Highways Maintenance  
 Bridges  
 Schools Capitalised Maintenance  
 Rhyl High School  
 Ysgol Bro Dyfrdwy - Dee Valley West Review  
 Bodnant Community School  
 Ysgol Glan Clwyd  
 Faith Based Secondary

Estimated Capital Expenditure

Total Estimated Payments

Approved Capital Funding  
 included in above plan

External Funding  
 Receipts and Reserves  
 Prudential Borrowing

Estimated Capital Funding

External Funding  
 Receipts and Reserves  
 Prudential Borrowing

Total Estimated Funding

	£000s	£000s	£000s	£000s	£000s
Cefndy Healthcare Investment	30	470			
Highways Maintenance	2,808				
Bridges	1,300				
Schools Capitalised Maintenance	0	190			
Rhyl High School	1,475	0			
Ysgol Bro Dyfrdwy - Dee Valley West Review	1,242	86	0		
Bodnant Community School	224	0			
Ysgol Glan Clwyd	30	1,500			
Faith Based Secondary	30				
<b>Estimated Capital Expenditure</b>		<b>11,575</b>	<b>32,636</b>	<b>34,818</b>	<b>23,041</b>
<b>Total Estimated Payments</b>	<b>7,139</b>	<b>13,821</b>	<b>32,636</b>	<b>34,818</b>	<b>23,041</b>
External Funding	1,418	1,600	0		
Receipts and Reserves	1,613	646			
Prudential Borrowing	4,108				
Estimated Capital Funding		4,036	15,904	10,305	12,094
Receipts and Reserves		1,854	7,546	6,808	3,692
Prudential Borrowing		5,685	9,186	17,705	7,255
<b>Total Estimated Funding</b>	<b>7,139</b>	<b>13,821</b>	<b>32,636</b>	<b>34,818</b>	<b>23,041</b>

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## Appendix 4 - Major Capital Projects Update

### Rhyl Harbour Development

Total Budget	£10.459m
Expenditure to date	£ 9.021m
Estimated remaining spend in 2013/14	£ 0.838m
Future Years estimated spend	£ 0.600m
Funding	WG £2.545m; WEFO £6.162m; Sustrans £0.700m; RWE £155k and DCC £0.897m
Comments	<p><b>Quayside Units, Public Square &amp; Extended Quay Wall</b> Officers have met with Conwy County Borough Council planners in respect of the compliance with the planning permission granted, and a workable solution has been agreed.</p> <p><b>Programme</b> Snagging works in respect of the bridge and enabling works contracts are now being undertaken. The quayside building construction is ahead of schedule. The building is secure with external walls, roof system, windows, shutters and doors fitted. The external cladding is now being fitted. The quayside building is programmed to complete by the first week of May 2014.</p>
Forecast In Year Expenditure 13/14	£3.127m

### Rhyl Going Forward

Total Budget	£12.097m
Expenditure to date	£ 8.083m
Estimated remaining spend in 13/14	£ 4.014m
Future Years estimated spend	£Nil
Funding	WG £12.097m
Comments	<p><b>Hotel Development</b> <b>Design and Planning</b> The developers have submitted a revised design for consideration by the Council, and it is now anticipated this will lead to a planning submission by mid March 14.</p> <p><b>Development Agreement and Tenant Agreement</b> Legal terms are all agreed between the relevant parties, and it is hoped the agreement will be signed as soon as possible.</p> <p>Tenant Terms have now been successfully negotiated and agreed for a 64 bedroom hotel with a restaurant at ground level for use by hotel guests and members of the public.</p> <p><b>Demolition and Construction</b> 25/26 West Parade is now vested into the Council's</p>

	<p>ownership. Following party wall consent, the demolition of the building can now commence.</p> <p><b>West Rhyl Housing Improvement Project</b> Overall, the projects status remains very good, although there has been some delay with the target dates for plans for refurbishment of properties in the various blocks.</p> <p>Phase 2 demolition of Aquarium Street/John Street/Hope Place and Abbey Street commenced on 20<sup>th</sup> January 2014 and will continue until March 2014. Excellent progress continues with the re-settlement programme with 99 households in the rented sector being re-located with no negative issues as at the end of December 2013. There are 49 households to re-locate this financial year and a further 6 scheduled for next year. In respect of privately owned properties, 28 properties will be vested in the Council by the end of March 2014.</p> <p><b>Green Space</b> The public consultation exercise has been completed. Attendance was disappointing despite efforts to raise awareness.</p> <p>The outcome of the consultation process suggests that the public wish to see a pleasant green area in which families can enjoy peaceful recreation which is safe, secure and well maintained.</p> <p>A concept design has been developed but remains subject to further possible amendment following comments from stakeholders. Detailed design should be completed by mid March 2014.</p> <p>Overall, the project remains a challenge to deliver within the funding timeframe, but is being monitored and well managed.</p>
Forecast In Year Expenditure 13/14	£7.181m

### Welsh Medium Area School – Ysgol Maes Hyfryd Site

Total Budget	£1.413m
Expenditure to date	£1.135m
Estimated remaining spend in 13/14	£0.194m
Future Years estimated spend	£0.084m
Funding	WG £1.2m; DCC £0.213m
Comments	<p>The Welsh Government has provided £1.2m funding as part of the wider 21<sup>st</sup> Century Schools Programme. This will enable the new school to move to a single site following a significant extension and refurbishment to the current Ysgol Maes Hyfryd site.</p> <p>Full project completion and handover is expected by 14<sup>th</sup> February 2014. Some minor works will be carried out by the contractor during half term and the Easter break.</p>
Forecast In Year Expenditure 13/14	£1.101m

### North Denbighshire Welsh Medium Provision

Total Budget	£4.749m
Expenditure to date	£2.179m
Estimated remaining spend in 13/14	£0.784m
Future Years estimated spend	£1.786m
Funding	WG £3.061m, DCC £1.688m
Comments	<p>The Welsh Government has provided funding as part of the transitional 21<sup>st</sup> century Schools Programme. Along with the council's funding contribution, this allows for improvement works to be undertaken at three Welsh Medium schools.</p> <p>Work at <b>Ysgol Dewi Sant</b> has been completed.</p> <p><b>Ysgol y Llys, Prestatyn</b> This project will deliver an extended, remodelled and refurbished school for 420 pupils.</p> <p>The new nine classroom extension works are progressing with external cladding now going up. Work to re-roof the east wing of the existing building is underway and should be complete by mid February. The overall completion date remains August 2014.</p> <p><b>Ysgol Twm o'r Nant, Denbigh</b> This project will deliver additional school hall accommodation and teaching areas.</p> <p>Recent work includes the completion of external works and completion of block work to the main hall. The excavation and foundations for the front extension have also been completed.</p>

	The overall completion date remains at May 2014.
Forecast In Year Expenditure 13/14	£2.201m

#### Ysgol Dyffryn Ial

Total Budget	£0.911m
Expenditure to date	£0.790m
Estimated remaining spend in 13/14	£0.102m
Future Years estimated spend	£0.019m
Funding	DCC £0.898m; Other Contributions £0.013m
Comments	<p>The new building is now in operation and has been occupied by the school since mid October.</p> <p>The official opening ceremony took place on Wednesday 18<sup>th</sup> December 13.</p> <p>Negotiations are now underway with the Church of Wales on the future of the two old school sites in Llandegla and Bryneglwys.</p> <p>It is hoped at this stage that the project will come in at 5% under budget.</p>
Forecast In Year Expenditure 13/14	£0.638m

**Appendix 5 Transfers to/from Reserves 2013/14 Budget**

<u>Reserve</u>	<u>Transferred To Reserves</u> <u>£'000</u>	<u>Transferred From Reserves</u> <u>£'000</u>	<u>Reason</u>	<u>Cabinet Report Date</u>	
EDRMS	40	<i>* Note 1</i>	Contribution to the planned investment in a corporate modernisation project	Jan-14	
Modernising Social Care	300		Timing of investments in preventative measures spans three financial years	Jan-14	
Strategic Investment Reserve (ECH)	355		Additional grant funding provided late in the year. Reduces the potential funding requirement for Extra Care Housing in the Corporate Plan	Jan-14	
Education Out of County Placements	251		Facilitates a £200k Budget Saving in 2014/15 by building a contingency to cover any in-year rise in placements	Dec-13	
Children with Disabilities	250		To develop leisure and other activities for children with disabilities	Sep-13	
Transport Reserves			-106	Dampen pressures on School Transport Budget	Aug-13
School Formula Transition Reserve			-775	Dampen impact on schools detrimentally affected by funding formula changes	May-13
<b>Total</b>	<b>1,196</b>		<b>-881</b>		
<b>Net Total Referred to Reserves</b>	<b>315</b>				

Note 1 - the January Cabinet report requested £72k be transferred to the EDRMS Reserve. It is likely however that the required transfer will be £40k which is noted above.

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Cabinet Forward Work Plan

Meeting	Item (description / title)		Purpose of report	Cabinet Decision required (yes/no)	Author – Lead member and contact officer
<b>25 March</b>	1	Finance Report Update	To update Cabinet on the current financial position of the Council	Tbc	Cllr Julian Thompson-Hill / Paul McGrady
	2	Response to consultation on Town and Areas Plans – Rhyl, Denbigh & Rhuddlan areas	To approve the Town and Area Plans for Rhyl, Denbigh & Rhuddlan areas	Yes	Cllr Hugh Evans / Rebecca Maxwell / Peter McHugh / Tom Booty
	3	Procurement Business Case for Three Counties	To consider the Business Case	Yes	Cllr Julian Thompson Hill / Paul McGrady
	4	West Rhyl Housing Improvement Project	Detailed design of open green space to be considered	Tbc	Cllr Hugh Evans / Carol L Evans
	5	Proposal to close Ysgol Llanbedr	To consider objections received and whether to approve implementation of the proposal	Yes	Cllr Eryl Williams / Jackie Walley
	6	Recommendations of the Strategic Investment Group	To consider the capital bids reviewed by the Strategic Investment Group for inclusion in the Capital Plan.	Yes	Cllr Julian Thompson-Hill / Paul McGrady
	7	Street Naming Policy	To consider amendments to the current Street Naming	Yes	Cllr Huw Jones / Hywyn Williams

Cabinet Forward Work Plan

<b>Meeting</b>	<b>Item (description / title)</b>		<b>Purpose of report</b>	<b>Cabinet Decision required (yes/no)</b>	<b>Author – Lead member and contact officer</b>
			Policy and to adopt the new Policy.		
	8	Capital Plan	To receive the recommendations of the Strategic Investment Group and to approve the proposed capital plan expenditure for 2014/15	Yes	Cllr Julian Thompson-Hill / Paul Mcgrady
	9	Items from Scrutiny Committees	To consider any issues raised by Scrutiny for Cabinet's attention	Tbc	Scrutiny Coordinator
<b>29 April</b>	1	Finance Report Update	To update Cabinet on the current financial position of the Council	Tbc	Cllr Julian Thompson-Hill / Paul McGrady
	2	Items from Scrutiny Committees	To consider any issues raised by Scrutiny for Cabinet's attention.	Tbc	Scrutiny Coordinator
<b>27 May</b>	1	Finance Report Update	To update Cabinet on the current financial position of the Council	Tbc	Cllr Julian Thompson-Hill / Paul McGrady
	2	Items from Scrutiny Committees	To consider any issues raised by Scrutiny for Cabinet's attention.	Tbc	Scrutiny Coordinator

Cabinet Forward Work Plan

Meeting	Item (description / title)		Purpose of report	Cabinet Decision required (yes/no)	Author – Lead member and contact officer
<b>June</b>	1	Finance Report Update	To update Cabinet on the current financial position of the Council	Tbc	Cllr Julian Thompson-Hill / Paul McGrady
	2	Corporate Plan QPR: Quarter 3 2013/14	To monitor the Council's progress in delivering the Corporate Plan 2012 -17	Tbc	Cllr Barbara Smith / Tony Ward
	3	Items from Scrutiny Committees	To consider any issues raised by Scrutiny for Cabinet's attention	Tbc	Scrutiny Coordinator

Note for officers – Cabinet Report Deadlines

<i>Meeting</i>	<i>Deadline</i>	<i>Meeting</i>	<i>Deadline</i>	<i>Meeting</i>	<i>Deadline</i>
<i>March</i>	<b>11 March</b>	<i>April</i>	<b>10 April</b>	<i>May</i>	<b>12 May</b>

Updated 07/02/14 - KEJ

Cabinet Forward Work Programme.doc

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