

To: Members of the Cabinet

Date: 19 May 2021

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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, 25 MAY 2021 BY VIDEO CONFERENCE.**

Yours sincerely

G. Williams
Head of Legal, HR 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 - 10)

To receive the minutes of the Cabinet meeting held on 27 April 2021 (copy enclosed).

5 EXTERNAL ENVELOPING AND ENERGY EFFICIENCY FRAMEWORK FOR COUNCIL HOUSING (Pages 11 - 40)

To consider a report by Councillor Tony Thomas, Lead Member for Housing and Communities (copy enclosed) seeking Cabinet approval to tender the next housing improvement framework to procure services required to deliver major external repairs to the Council's housing stock.

6 REACTIVE MAINTENANCE FRAMEWORK FOR SCHOOLS AND NON-SCHOOLS PROPERTIES (Pages 41 - 72)

To consider a report by Councillor Julian Thompson-Hill, Lead Member for Finance, Performance and Strategic Assets (copy enclosed) seeking Cabinet approval to re-tender the Council's reactive maintenance framework for schools and non-schools properties.

7 FINANCE REPORT (2020/21 FINANCIAL OUTTURN) (Pages 73 - 86)

To consider a report by Councillor Julian Thompson-Hill, Lead Member for Finance, Performance and Strategic Assets (copy enclosed) detailing the final revenue position for 2020/21 and proposed treatment of reserves and balances.

8 CABINET FORWARD WORK PROGRAMME (Pages 87 - 90)

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

PART 2 - CONFIDENTIAL ITEMS

No items.

MEMBERSHIP

Councillor Hugh Evans
Councillor Bobby Feeley
Councillor Huw Hilditch-Roberts
Councillor Richard Mainon

Councillor Tony Thomas
Councillor Julian Thompson-Hill
Councillor Brian Jones
Councillor Mark Young

COPIES TO:

All Councillors for information
Press and Libraries
Town and Community Councils

LOCAL GOVERNMENT ACT 2000

Code of Conduct for Members

DISCLOSURE AND REGISTRATION OF INTERESTS

I, *(name)*

a *member/co-opted member of
*(*please delete as appropriate)*

Denbighshire County Council

CONFIRM that I have declared a ***personal / personal and prejudicial** interest not previously declared in accordance with the provisions of Part III of the Council's Code of Conduct for Members, in respect of the following:-

*(*please delete as appropriate)*

Date of Disclosure:

Committee *(please specify)*:

Agenda Item No.

Subject Matter:

Nature of Interest:

*(See the note below)**

Signed

Date

*Note: Please provide sufficient detail e.g. 'I am the owner of land adjacent to the application for planning permission made by Mr Jones', or 'My husband / wife is an employee of the company which has made an application for financial assistance'.

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CABINET

Minutes of a meeting of the Cabinet held by video conference on Tuesday, 27 April 2021 at 10.00 am.

PRESENT

Councillors Hugh Evans, Leader and Lead Member for the Economy and Corporate Governance; Bobby Feeley, Lead Member for Well-being and Independence; Huw Hilditch-Roberts, Lead Member for Education, Children's Services and Public Engagement; Brian Jones, Lead Member for Waste, Transport and the Environment; Richard Mainon, Lead Member for Corporate Services and Strategic Direction; Tony Thomas, Lead Member for Housing and Communities; Julian Thompson-Hill, Lead Member for Finance, Performance and Strategic Assets, and Mark Young, Lead Member for Planning, Public Protection and Safer Communities

Observers: Councillors Meirick Davies, Hugh Irving and Gwyneth Kensler

ALSO PRESENT

Corporate Directors: Communities (NS) and Economy and Public Realm (GB); Heads of Service: Legal, HR and Democratic Services (GW), Finance and Property (SG), and Highways and Environmental Services (TW); Lead Officer – Strategic Asset Management (TB); Project Manager (RV); Project Manager (PC), and Committee Administrators (KEJ & SLW)

1 APOLOGIES

There were no apologies.

2 DECLARATION OF INTERESTS

No declarations of interest had been raised.

3 URGENT MATTERS

No urgent matters had been raised.

4 MINUTES

The minutes of the Cabinet meeting held on 23 March 2021 were submitted.

Matters Arising – Page 9, Item 6 Sub Regional Children's Residential Assessment Centre – In response to a question from Councillor Meirick Davies, the Corporate Director Communities confirmed that an update had been provided regarding the badger licence which she agreed to recirculate.

RESOLVED that the minutes of the meeting held on 23 March 2021 be received and confirmed as a correct record.

5 QUEENS BUILDINGS RHYL - PHASE 1 PROCUREMENT

Councillors Hugh Evans and Julian Thompson-Hill presented the joint report seeking Cabinet approval of the procurement strategy to appoint a main contractor for Phase 1 of the Queens Buildings Rhyl development.

Some background had been provided regarding the acquisition of the site and plans for its redevelopment (over a number of phases/stages) which was considered critical to the regeneration and future economic success of the area. Demolition of the site was progressing well and the next stage required a procurement process to appoint a main contractor for phase 1 of the development. The estimated overall cost of delivering phase 1 amounted to just under £11m and the report related to the procurement of the construction phase only with an estimated contract value of £4m. Details of the cost estimates had been included in the report together with the estimated delivery timescales in order to meet grant funding deadlines. It was proposed to utilise Lot 3 of the North Wales Construction Partnership and authorisation to commence the procurement using that methodology was sought with a future report back to Cabinet for final determination on an approved contractor.

Councillor Meirick Davies reiterated the importance of preserving as much of the original architecture/historical elements of the buildings as possible and the Leader provided assurances in that regard with officers maintaining a watching brief.

RESOLVED that Cabinet approves the procurement strategy to appoint a main contractor for Phase 1 of the Queens Buildings Rhyl development.

6 FINANCE REPORT

Councillor Julian Thompson-Hill presented the report detailing the latest financial position and progress against the agreed budget strategy as outlined below –

- the net revenue budget for 2020/21 was £208.302m (£198.538m in 2019/20)
- an underspend of £2.318m was forecast for service and corporate budgets
- highlighted current risks and assumptions relating to individual service areas
- outlined the financial impact of coronavirus and position on claims to the Welsh Government (WG) to date together with other WG Covid related grant funding
- detailed required savings and efficiencies of £4.448m agreed including corporate savings relating to triennial actuarial review of Clwyd Pension Fund (£2m); 1% schools' savings (£0.692m); service savings (£1.756m)
- provided a general update on the Capital Plan, Housing Revenue Account and Housing Capital Plan.

Cabinet was also asked to approve the establishment of two specific reserves to help fund (1) work as part of the Destination Management Plan, and (2) up front project costs related to the New Ways of Working Project.

Councillor Thompson-Hill referred to the closedown of the 2020/21 accounts which might result in changes to the figures before the final outturn report in June. He

guided Cabinet through the various elements of the report including WG funding sources with approximately £7.4 received to date against expenditure claims and receipt of the Quarter 4 loss of income claim totalling approximately £11.2m for the year together with the impact on the projected underspend from the last month. Service movements were also highlighted, with the largest movements relating to Highways, Facilities and Environmental Services and Finance and Property. The Head of Finance also highlighted the increased uncertainty during this time in the financial year with various funding streams which needed to be properly accounted for which may change the financial position between now and the final outturn.

The following issues were raised during the ensuing debate –

- reference was made to previous discussions regarding the reasoning behind some of the disallowed elements of claims and there was a process whereby the detail of those claims could be discussed with WG departments; some of those originally disallowed elements had since been allowed in more recent claims as WG had carried out further work into individual elements and/or further funding had become available
- there was no prospect of any claw back of grant funding from specific expenditure and loss of income that had been assessed as and when those claims had been processed; however as with all grants there would be a process of audit and elements may be identified as part of that process
- whilst there was a current projected overspend of just over £2.3m, it was largely due to delayed expenditure not spent within the 2020/21 financial year as a result of Covid-19. There were calls for the reasoning behind the projected overspend to be made clearer, and whilst it was accepted that 'underspend' was the correct technical term for funding not spent in the allocated financial year, it was agreed that further clarity be provided in future reports. The final outturn report would include more detail and also proposals that services be permitted to carry forward their underspends for specific purposes. It was an open and transparent process for Cabinet to consider whether or not to approve the carry forward of service underspends into the next financial year
- the Leader was supportive of establishing a reserve to help fund work as part of the Destination Management Plan, particularly given the anticipated influx of visitors to the county, highlighting the need to invest in keeping towns clean and tidy and in managing the visitor experience into countryside locations. Councillor Brian Jones agreed and felt that the surge in visitors needed to be kept under close review to inform future management and ensure sufficient funding to deal with increasing pressures into the summer months. The Leader confirmed the situation would be monitored and if pressures emerged over the next few months the amount provided for that purpose may need to be reviewed
- in response to questions from Councillor Meirick Davies, the Lead Member for Finance provided further clarity on the Ysgol Llanfair scheme and assurances that the council's interests would be protected as part of the legal agreement; in terms of the beneficiary of any future sale it was agreed to look into the matter and report back directly to Councillor Davies in that regard. In relation to the former school site discussions were ongoing with the Community Council regarding future use and a report thereon would be submitted to the Asset Management Group in May. Councillor Davies also queried the use of speed

restrictions relating to the Waste Service Remodelling scheme and it was agreed that Councillor Brian Jones respond directly outside of the meeting.

RESOLVED that Cabinet –

- (a) note the budgets set for 2020/21 and progress against the agreed budget strategy;
- (b) approve the establishment of a specific reserve with the transfer of £200k to help fund work over the coming summer as part of the Destination Management Plan (detailed in section 6.3 of the report), and
- (c) approve the establishment of a specific reserve with the transfer of £59k to help fund up front project costs relating to the New Ways of Working Project (detailed in section 6.4 of the report).

7 CABINET FORWARD WORK PROGRAMME

The Cabinet forward work programme was presented for consideration and members noted an additional item for May seeking Cabinet approval to tender the Reactive Maintenance Framework for Schools and Non-Schools Properties.

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 item of business on the grounds that it would involve the likely disclosure of exempt information as defined in Paragraph 14 of Part 4 of Schedule 12A of the Act.

8 PHASE 1 ENABLING WORKS - COLOMENDY INDUSTRIAL ESTATE EXPANSION INCLUDING DCC WASTE TRANSFER STATION - CONTRACT AWARD

Councillor Brian Jones presented the confidential report seeking Cabinet approval of the contract award for delivery of Phase 1 of the extension of the Colomendy Industrial Estate Expansion including DCC Waste Transfer Station.

Details of the processes undertaken during the procurement exercise had been detailed within the report including the price and quality rating and estimated value leading to the selection of the preferred contractor. Councillor Jones referred to the collaborative approach and benefits that would bring both in terms of generating employment in the area and in delivering high quality facilities for the council. He also paid tribute to the Project Manager and his team for the work carried out. The Head of Highways and Environmental Services and Lead Member for Finance further elaborated upon the cost benefits to the council and the process of cost recovery from the consortium and also the intention for the new Waste Transfer Station to include environmentally friendly technologies to reduce carbon footprint.

Cabinet welcomed the partnership working between the public and private sector and benefits it would bring to the area. Having considered the detail of the report Cabinet was satisfied with the outcome of the procurement process and recommendations. The Leader also thanked officers for the hard work carried out.

RESOLVED that Cabinet –

- (a) approve the award of a Contract for the Phase 1 Enabling Works – Colomendy Industrial Estate Expansion including DCC Waste Transfer Station to the named Contractor as recommended within the report and as per the Contract Award Recommendation Report (Appendix 1 to the report), and*
- (b) confirms that it has read, understood and taken account of the Well-being Impact Assessment (Appendix 3 to the report) as part of its consideration.*

Prior to the close of the meeting, and at the request of the Leader, the Corporate Director Communities provided an overview of the current situation with regard to Covid-19. There was generally an improving picture across Wales with no major outbreaks. Denbighshire had only recorded five positive cases over the last five days with a seven day rolling average of 5.2 cases per 100,000 population against the overall Wales average of 12.2 per 100,000 population. At national level discussions were ongoing around a potential third peak albeit was not expected to result in the same number of people requiring urgent hospital care or potentially dying as a result of Covid-19 due to the roll out of the vaccination programme.

The meeting concluded at 11.10 hrs.

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| | |
|------------------------------|---|
| Report to | Cabinet |
| Date of meeting | 25 th May 2021 |
| Lead Member / Officer | Cllr Tony Thomas / David Lorey |
| Report author | Glyn Forsdick |
| Title | External Enveloping and Energy Efficiency Framework for Council Housing |

1. What is the report about?

To seek approval to proceed with tendering the next Housing improvement framework to procure services required to deliver major external repairs to the council's housing stock.

2. What is the reason for making this report?

A decision is required to proceed with the tender of a 4 year framework required to procure external enveloping contracts to maintain the condition of the council's housing stock in line with the Welsh Housing Quality Standard (Please refer to Appendix 1 which provides details for the first two years of the programme where surveys have been completed).

3. What are the Recommendations?

The recommendation is to approve the use of a framework to deliver the required improvements in line with the housing stock business plan.

4. Report details

- 4.1. Denbighshire Housing owns and manages 3400 council house properties. Since 2004 a number of major repairs have been completed to the housing stock in order to achieve the Welsh Housing Quality Standard. The investment has been significant, however the benefits derived to our tenants and the overall condition and safety of our homes has been considerable.

- 4.2. We know need to ensure that the housing stock remains compliant with the current WHQS standard and the forth coming revised standard expected in the latter part of 2021.
- 4.3. For the last 3 years our focus has been on delivering external improvements to the stock having completed the last internal repairs programme in 2018. The current programme will end in May 2021 and our intention is to proceed with the next planned capital programme during the autumn of 2021. The current programme has delivered major external enveloping improvements to over 350 properties throughout the stock including, new roofs, replacement render, roofline replacements and environmental improvements.
- 4.4. The next planned capital works framework will see similar improvements delivered to the other areas of the housing stock where investment is now required. Works will include those as previously mentioned as well increased energy efficiency measures to ensure both corporate and Welsh Government Decarb targets are achieved where financially viable.
- 4.5. Recently we have trialled new ways of working and innovative systems on our most recently improved properties with the assistance of the Welsh Government Retrofit Grant programme. The programme is currently delivering energy efficiency improvements to 55 homes as part of the existing external enveloping programme.
- 4.6. The improvements have included integrated solar PV, increased wall insulation via external wall insulation (EWI) and the installation of battery technology to harness solar gain.
- 4.7. The work has also seen energy monitoring equipment installed to our homes to allow us to report on the benefits of the retrofit works and to track improvements pre and post improvement works. We are one of only a few local authorities trailing this technology for the WG which is known as an Intelligent Energy Systems (IES). We have secured funding to install this equipment on our next programme of works due to start in the autumn.
- 4.8. The proposed delivery route for the above improvements in via a four year framework which will incorporate several lots in order of property investment

priority. The specification has been designed to allow for standard external enveloping works as well as retrofit energy measures should future grants allow.

4.9. Our recently expired framework have delivered four successful programmes of work, having removed the associated risks of larger single contracts spanning several years as well enticing competition thus reducing costs. The new framework will also deliver a significant community benefit contribution to the local economy and include apprentice and training opportunities within each lot.

4.10. The delivery of the framework will also ensure that we are strategically well placed to take advantage of any future Welsh Government grant opportunities including the next round of retrofit funding as we will have a framework partners in place to deliver such scheme who are fully trained and practiced in retrofit energy efficiency measures.

4.11. Incorporating energy efficiency works into the framework as part of the external enveloping programme will also generate a significant increase with regards to improving our Energy Performance Certificate (EPC) data. Early indications from our current programme has confirmed that we have increased these homes from an EPC D to an EPC B by adopting retrofit techniques.

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

6.1 The delivery of major planned repairs contributes significantly to increasing the energy efficiency of the councils housing stock as the capital plan works are designed to ensure that all properties achieve a minimum EPC C69 in line with the current corporate target.

6.2 The delivery of major planned repairs also contributes to the corporate Housing priority of where everyone is supported to live in homes that meet their needs.

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

6.1. The costs of the framework will be circa £10m dependant on the level of works required for each applicable lot. The first two lots have been surveyed and the value of works is estimated to be approximately £2.5M per lot. The current

resource provision will be sufficient to deliver the programme, however further resources maybe required should the council be successful in being award future WG retrofit funding. The works will not have a direct negative impact on any other services from within the council.

7. What are the main conclusions of the Well-being Impact Assessment?

Please see appendix for report:

Main conclusions: Carbon reduction to the housing stock, increased employment opportunities, increased training opportunities, SME and local supply chain benefits, skills development, tenant engagement and Community involvement

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

There is a clear need and requirement to ensure the councils housing stock is maintained to a high standard and although scrutiny consultation has not been considered at this stage, there has been considerable dialogue with WG and tenants regarding our planned works programme. Relevant councillors are also consulted with in each ward prior to the start of the improvement works and statistical information is fed back both corporately and to the WG regularly.

9. Chief Finance Officer Statement

The recommendation to proceed with the tender of a 4 year framework for external enveloping contracts will help ensure that we can maintain the condition of the council's housing stock in line with the Welsh Housing Quality Standard going forward. The planned expenditure is included within the Housing Stock Business Plan and current and future spending plans.

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

The following key risks have been identified and will be managed by the Framework Management Team:

- Legal challenge in relation to the procurement process – managed by the input of specialist legal and pricing advice in terms of the process and drawing up the required documentation;
- Contractor performance is poor – regular monitoring of KPI's within the contract will ensure sanctions are available to the Council to address poor performance (please refer to Appendix 2 which details suggested examples of KPI's for this framework).
- Contractors withdraw from the Framework/go into liquidation – the remaining contractors on the relevant Lot should be able to manage the workload in the short term until another contractor is appointed.

11. Power to make the decision

The power to make decision is contained in S2 Local Government Act 2000, S111 Local Government Act 1972, Regulation 33 Public Contracts Regulations 2015.

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| Keystone UPRN No | Property | Address | Roof | Roofline | |
|------------------|----------|---------------|------|----------|-----|
| 3044000010 | 1 | RHYDWEN CLOSE | RHYL | YES | YES |
| 3044000020 | 2 | RHYDWEN CLOSE | RHYL | YES | YES |
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| YES | YES - Wetherby | TBC | NO | SEPT -APRIL |
| YES | YES - Wetherby | TBC | NO | SEPT -APRIL |
| YES | YES - Wetherby | TBC | NO | SEPT -APRIL |
| YES | YES - Wetherby | TBC | NO | SEPT -APRIL |
| YES | YES - Wetherby | TBC | NO | SEPT -APRIL |
| YES | YES - Wetherby | TBC | NO | SEPT -APRIL |
| YES | YES - Wetherby | TBC | NO | SEPT -APRIL |

| Keystone UPRN | No | Property | Address | Roof |
|---------------|-----|-----------------|---------|------|
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| 3035450060 | 6 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450070 | 7 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450100 | 10 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450120 | 12 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450130 | 13 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450540 | 54 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450560 | 56 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450590 | 59 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450600 | 60 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450610 | 61 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450630 | 63 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450640 | 64 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450650 | 65 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450670 | 67 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450710 | 71 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450720 | 72 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450740 | 74 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450750 | 75 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450760 | 76 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450780 | 78 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450790 | 79 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450800 | 80 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450830 | 83 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450840 | 84 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450860 | 86 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450880 | 88 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450890 | 89 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450900 | 90 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450940 | 94 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450950 | 95 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450960 | 96 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450970 | 97 | GWYNFRYN AVENUE | RHYL | YES |
| 3035450990 | 99 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451000 | 100 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451020 | 102 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451040 | 104 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451050 | 105 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451060 | 106 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451100 | 110 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451110 | 111 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451120 | 112 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451130 | 113 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451140 | 114 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451150 | 115 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451160 | 116 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451170 | 117 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451180 | 118 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451190 | 119 | GWYNFRYN AVENUE | RHYL | YES |

| | | | | |
|------------|-----|-----------------|------------|-----|
| 3035451200 | 120 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451220 | 122 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451260 | 126 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451270 | 127 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451280 | 128 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451300 | 130 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451310 | 131 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451320 | 132 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451360 | 136 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451380 | 138 | GWYNFRYN AVENUE | RHYL | YES |
| 3035451400 | 140 | GWYNFRYN AVENUE | RHYL | YES |
| 3067020010 | 1 | NANT GLYD | LLANDYRNOG | YES |
| 3067020020 | 2 | NANT GLYD | LLANDYRNOG | YES |
| 3067020030 | 3 | NANT GLYD | LLANDYRNOG | YES |
| 3067020040 | 4 | NANT GLYD | LLANDYRNOG | YES |
| 3067020050 | 5 | NANT GLYD | LLANDYRNOG | YES |
| 3067020060 | 6 | NANT GLYD | LLANDYRNOG | YES |
| 3067020070 | 7 | NANT GLYD | LLANDYRNOG | YES |
| 3067020080 | 8 | NANT GLYD | LLANDYRNOG | YES |
| 3067020090 | 9 | NANT GLYD | LLANDYRNOG | YES |
| 3067020100 | 10 | NANT GLYD | LLANDYRNOG | YES |
| 3067020110 | 11 | NANT GLYD | LLANDYRNOG | YES |
| 3067020120 | 12 | NANT GLYD | LLANDYRNOG | YES |
| 3067020140 | 14 | NANT GLYD | LLANDYRNOG | YES |
| 3067020290 | 29 | NANT GLYD | LLANDYRNOG | YES |
| 3067020300 | 30 | NANT GLYD | LLANDYRNOG | YES |
| 3067070010 | 1 | BRYN AWELON | LLANDYRNOG | YES |
| 3067070020 | 2 | BRYN AWELON | LLANDYRNOG | YES |
| 3069260090 | 9 | BRO CLWYD | LLANDYRNOG | YES |
| 3069260130 | 13 | BRO CLWYD | LLANDYRNOG | YES |
| 3069290160 | 16 | CILGWYN | LLANDYRNOG | YES |
| 3069290230 | 23 | CILGWYN | LLANDYRNOG | YES |
| 3069290260 | 26 | CILGWYN | LLANDYRNOG | YES |
| 3080200040 | 4 | UWCH Y DRE | CORWEN | YES |
| 3080200140 | 14 | UWCH Y DRE | CORWEN | YES |
| 3080200150 | 15 | UWCH Y DRE | CORWEN | YES |
| 3080200160 | 16 | UWCH Y DRE | CORWEN | YES |
| 3080200170 | 17 | UWCH Y DRE | CORWEN | YES |
| 3080200190 | 19 | UWCH Y DRE | CORWEN | YES |
| 3080200200 | 20 | UWCH Y DRE | CORWEN | YES |
| 3080200210 | 21 | UWCH Y DRE | CORWEN | YES |
| 3080200220 | 22 | UWCH Y DRE | CORWEN | YES |
| 3080200230 | 23 | UWCH Y DRE | CORWEN | YES |
| 3080200250 | 25 | UWCH Y DRE | CORWEN | YES |
| 3080200270 | 27 | UWCH Y DRE | CORWEN | YES |
| 3080200290 | 29 | UWCH Y DRE | CORWEN | YES |
| 3080200330 | 33 | UWCH Y DRE | CORWEN | YES |
| 3080200340 | 34 | UWCH Y DRE | CORWEN | YES |
| 3080200370 | 37 | UWCH Y DRE | CORWEN | YES |
| 3080200390 | 39 | UWCH Y DRE | CORWEN | YES |

| | | | | |
|------------|-----|-------------|--------|-----|
| 3080200410 | 41 | UWCH Y DRE | CORWEN | YES |
| 3080200470 | 47 | UWCH Y DRE | CORWEN | YES |
| 3080200520 | 52 | UWCH Y DRE | CORWEN | YES |
| 3080200530 | 53 | CAE FFYNNON | CORWEN | YES |
| 308020053A | 53A | CAE FFYNNON | CORWEN | YES |
| 3080200540 | 54 | CAE FFYNNON | CORWEN | YES |
| 3080200550 | 55 | CAE FFYNNON | CORWEN | YES |

| | | | | |
|-----|-----|----------------|-----|-------------|
| YES | YES | YES - Wetherby | TBC | SEPT -APRIL |
| YES | YES | YES - Wetherby | TBC | SEPT -APRIL |
| YES | YES | YES - Wetherby | TBC | SEPT -APRIL |
| YES | YES | YES - Wetherby | TBC | SEPT -APRIL |
| YES | YES | YES - Wetherby | TBC | SEPT -APRIL |
| YES | YES | YES - Wetherby | TBC | SEPT -APRIL |
| YES | YES | YES - Wetherby | TBC | SEPT -APRIL |

APPENDIX 2

Denbighshire County Council Contractor Framework Key Performance Indicators

| Key Performance Indicator | Target |
|---|--|
| Section 1 – Project Specific Requirements | |
| Number and percentage of properties completed vs. programme | 100% |
| Number and percentage of properties open vs. programme | 100% |
| Average number of working days to complete properties | Contractor to insert bid back target |
| Number and percentage of properties that fail handover quality inspection (weekly) | < 5% of agreed programme |
| Number and percentage of properties that are handed over snag free | Contractor to insert bid back target |
| Number and % percentage of complaints responded to within 10 working days | 100% |
| Number and nature of health & safety reportable incidents | Zero |
| % of residents satisfied with overall service from contractors | Contractor to insert bid back target |
| Section 2 – Framework KPI's Local Economy and Environment | |
| % of Construction Value spend in local Economy | Contractor to insert bid back target |
| Number of apprenticeships per scheme | Contractor to insert bid back target |
| % supply chain registered in Denbighshire | Contractor to insert bid back target |
| Number and % of subcontractors registered in Denbighshire | Contractor to insert bid back target |
| Section 3 – Local Environment and Wellbeing | |
| % of construction waste recycled | Contractor to insert bid back target |
| Section 4 – Information Provision | |
| Timely production of client management information (cost plans, cashflows, programmes, reports, notes etc). | Within 3 working days of request/agreed issue date |

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External Enveloping Contract for Council Housing

Well-being Impact Assessment Report

This report summarises the likely impact of the proposal on the social, economic, environmental and cultural well-being of Denbighshire, Wales and the world.

| | |
|--|---|
| Assessment Number: | 930 |
| Brief description: | Capital works to the council housing stock to deliver major capital repairs and energy efficiency works |
| Date Completed: | Version: 0 |
| Completed by: | |
| Responsible Service: | Facilities, Assets & Housing |
| Localities affected by the proposal: | Whole County, |
| Who will be affected by the proposal? | Tenants and residents |
| Was this impact assessment completed as a group? | No |

IMPACT ASSESSMENT SUMMARY AND CONCLUSION

Before we look in detail at the contribution and impact of the proposal, it is important to consider how the proposal is applying the sustainable development principle. This means that we must act "in a manner which seeks to ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs."

Score for the sustainability of the approach


 (3 out of 4 stars) Actual score : 32 / 36.

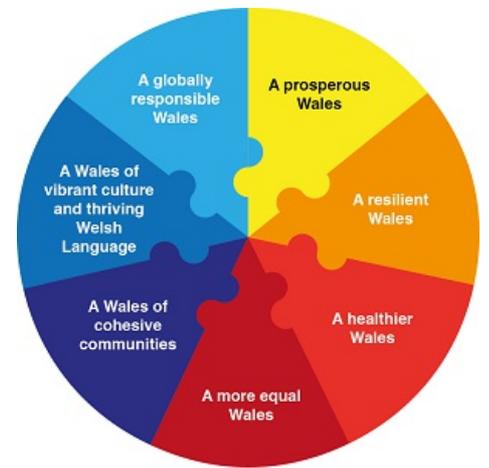
Summary for each Sustainable Development principle

| | |
|----------------------|---|
| Long term | The project will deliver priority repairs as identified as part of our asset management plan which are resilient and sustainable. The project has considered lifetime costs and aims to reduce waste by incorporating recyclable materials for future use. The project will increase the EPC values of our homes, thus removing people from fuel poverty and ensure homes become more efficient, The project will improve the health and well being of residents as homes will become warmer and healthier places to live. The project will ensure that future maintenance is limited and help to develop and increase construction related training opportunities as part of the the delivery programme. |
| Prevention | The project will embrace sustainability as its core value, a number of renewable technologies are proposed which will be of considerable benefit to residents and reduce the carbon foot print of the councils housing stock. SAP scores will increase in line with local targets and the Welsh Governments decarb target. Reduced fuel bills for residents will help towards overall promoting good health and well being thus reducing the stain on our public health services. This may also contribute towards improving peoples mental health as the project will reduce fuel costs for residents which may currently be creating increased anxiety for some. The project aims to reduce on grid electricity use via renewable technology that can harnessed using battery technology. |
| Integration | The project will help to sustain the existing housing stock for future generations |
| Collaboration | The project has been developed with relevant stakeholder input and designed in accordance with national regulation using professional personnel from within the council. |
| Involvement | Required stakeholder consultation and national engagement principals will be adopted within the development of the project as far as is practicably possible. |

Summary of impact

Well-being Goals

| | |
|---|----------|
| A prosperous Denbighshire | Positive |
| A resilient Denbighshire | Positive |
| A healthier Denbighshire | Positive |
| A more equal Denbighshire | Positive |
| A Denbighshire of cohesive communities | Positive |
| A Denbighshire of vibrant culture and thriving Welsh language | Neutral |



Main conclusions

Carbon reduction to the housing stock
Increased employment opportunities
Increased training opportunities
SME and local supply chain benefits
Skill development
Tenant engagement
Community involvement

Evidence to support the Well-being Impact Assessment

- We have consulted published research or guides that inform us about the likely impact of the proposal
- We have involved an expert / consulted a group who represent those who may be affected by the proposal
- We have engaged with people who will be affected by the proposal

THE LIKELY IMPACT ON DENBIGHSHIRE, WALES AND THE WORLD

A prosperous Denbighshire

| | |
|---------------------------------|--|
| Overall Impact | Positive |
| Justification for impact | The project will develop a sustainable housing stock and in doing so develop new skills within the construction sector |
| Further actions required | Negative impacts are minimal, continuity of work will hopefully be resolved by future similar work schemes to other parts of the housing stock under a new future framework, |

Positive impacts identified:

| | |
|---|--|
| A low carbon society | Installation of Solar panels and EWI to homes , reduced need for grid electricity to our homes |
| Quality communications, infrastructure and transport | Solar PV will generate electricity for day time use and can also be harnessed by incorporating battery technology |
| Economic development | Increased employment opportunities Increased training opportunities Use of local supply chain |
| Quality skills for the long term | New skills developed in the renewable sector and retrofit industry, increased integration with local colleges |
| Quality jobs for the long term | Job creation for the duration of the framework for local SMES New sector jobs in a growing industry of renewable technology |
| Childcare | Not applicable |

Negative impacts identified:

| | |
|---|--|
| A low carbon society | There are no negative perceived impacts in this regard |
| Quality communications, infrastructure and transport | There are no negative perceived impacts in this regard |
| Economic development | There are no negative perceived impacts in this regard |
| Quality skills for the long term | There are no negative perceived impacts in this regard |
| Quality jobs for the long term | Job creation may not extend beyond the framework |
| Childcare | Not applicable |

A resilient Denbighshire

| | |
|---------------------------------|---|
| Overall Impact | Positive |
| Justification for impact | The impact will have a long term positive impact as the environmental will be aesthetically improved as a result of the work and provide a platform for biodiversity to thrive. The project will entice local SME's therefore reduce carbon by maintaining local supply links |

| | |
|---------------------------------|---|
| Further actions required | Encouraging the use of locally sourced materials where ever possible. Offsetting carbon creation by planting trees via a community benefit scheme during the lifetime of the project. |
|---------------------------------|---|

Positive impacts identified:

| | |
|---|--|
| Biodiversity and the natural environment | Wildlife habitats will be preserved and enhanced by the work by installing temporary bird/bat boxes which will encourage biodiversity |
| Biodiversity in the built environment | As above , similar arrangements will be Incorporated for the built environmental as well as the natural environment |
| Reducing waste, reusing and recycling | Site waste material will be recycled and subject to contractor KPI |
| Reduced energy/fuel consumption | The contract will entice local SME's, thus reducing fuel and transport costs, the local supply chain will be favored to procure building materials |
| People's awareness of the environment and biodiversity | Contractor training increased integration with colleges Resident information enhanced |
| Flood risk management | New rainwater goods and drainage systems will channel rainwater more effectively thus reducing flooding risk |

Negative impacts identified:

| | |
|---|---|
| Biodiversity and the natural environment | Some habitats will be impacted for a short duration of time while works are underway. |
| Biodiversity in the built environment | Some habitats will be impacted for a short duration of time while works are underway. |
| Reducing waste, reusing and recycling | Some hazardous material will have to be disposed of in accordance with the law which may go to landfill |
| Reduced energy/fuel consumption | Some materials are not manufactured locally, therefore some carbon will be created from their supply |
| People's awareness of the environment and biodiversity | There no negative impacts in this regard |
| Flood risk management | There no negative impacts in this regard |

A healthier Denbighshire

| | |
|---------------------------------|--|
| Overall Impact | Positive |
| Justification for impact | Overall the benefits of improved housing standards create a positive impact on peoples health and well being and less demand on other public services including the NHS. |
| Further actions required | There are no negative impacts resulting from the project which require mitigation. |

Positive impacts identified:

| | |
|---|--|
| A social and physical environment that encourage and support health and well-being | The project will deliver homes that are fit for purpose, fuel efficient, warm and healthier places to live |
|---|--|

| | |
|---|---|
| Access to good quality, healthy food | The reduction in energy costs for residents will reduce fuel poverty therefore allowing tenants to have more money to spend on good quality food. |
| People's emotional and mental well-being | Lower levels of fuel poverty will reduce anxiety therefore potentially have a positive impact on mental well being, |
| Access to healthcare | Improved housing will improve peoples health therefore create less strain on the healthcare system |
| Participation in leisure opportunities | More money in peoples pockets from reduced household bills could be invested into leisure opportunities for families living in social housing. |

Negative impacts identified:

| | |
|---|--|
| A social and physical environment that encourage and support health and well-being | There are no negative impacts in this regard |
| Access to good quality, healthy food | There are no negative impacts in this regard |
| People's emotional and mental well-being | There are no negative impacts in this regard |
| Access to healthcare | There are no negative impacts in this regard |
| Participation in leisure opportunities | There are no negative impacts in this regard |

A more equal Denbighshire

| | |
|---------------------------------|---|
| Overall Impact | Positive |
| Justification for impact | The impact for a more equal Denbighshire is significant as homes will become more standardised, efficient and more desirable places to live. Training opportunities could also potentially be offered to tenants who express an interest in the project to learn new skills which potentially will have a direct positive socio-economic advantage within the region. |
| Further actions required | There are no negative impacts to mitigate in this regard. |

Positive impacts identified:

| | |
|---|--|
| Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation | The work will ensure our homes are future proofed for all people in the protected groups ensuring they feel safe and settled in their surroundings |
|---|--|

| | |
|--|--|
| People who suffer discrimination or disadvantage | The project will generate homes which are neutral for all protected groups to benefit from in terms of low cost housing accommodation. |
| People affected by socio-economic disadvantage and unequal outcomes | The project will develop existing housing stock in deprived areas therefore creating a more equal society. |
| Areas affected by socio-economic disadvantage | The work will encourage healthier lifestyles as homes improve so does peoples general health and well being, new skills can be developed with residents who could directly benefit from training opportunities as part of the project. |

Negative impacts identified:

| | |
|---|--|
| Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation | There are no negative impacts in this regard |
| People who suffer discrimination or disadvantage | There are no negative impacts in this regard |
| People affected by socio-economic disadvantage and unequal outcomes | There are no negative impacts in this regard |
| Areas affected by socio-economic disadvantage | There are no negative impacts in this regard |

A Denbighshire of cohesive communities

| | |
|---------------------------------|--|
| Overall Impact | Positive |
| Justification for impact | The project will deliver over £10M worth of investment in to warmer homes with reduced on grid energy reliance and significantly improve the visual aesthetics of our housing estates. |
| Further actions required | There are no required mitigation works in this regard to consider. |

Positive impacts identified:

| | |
|---|--|
| Safe communities and individuals | The project will deliver safe housing within Denbighshire fully compliant with the WHQS |
| Community participation and resilience | Tenants will be informed and engaged with as part of the scheme to ensure their voices are heard and training provided where necessary |

| | |
|---------------------------------------|--|
| The attractiveness of the area | The work will dramatically improve the aesthetics and desirability of the county's housing estates |
| Connected communities | The project will engage and encourage connected communities via community benefit schemes and integration with local community groups |
| Rural resilience | The project will deliver off grid power supplies and reduced on grid energy demand, which has a positive impact to homes currently not connected to the gas network as alternative heating systems will now be viable as a direct result of the works. |

Negative impacts identified:

| | |
|---|--|
| Safe communities and individuals | There are no negative impacts in this regard |
| Community participation and resilience | There are no negative impacts in this regard |
| The attractiveness of the area | There are no negative impacts in this regard |
| Connected communities | There are no negative impacts in this regard |
| Rural resilience | There are no negative impacts in this regard |

A Denbighshire of vibrant culture and thriving Welsh language

| | |
|---------------------------------|--|
| Overall Impact | Neutral |
| Justification for impact | As the project is construction related project only a neutral impact is deemed achievable, however improvements in this area will be discussed with successful contractors during each phase of the project. |
| Further actions required | This will be reviewed throughout the lifetime of the project and improvements adopted in negotiation with each successful contractor. |

Positive impacts identified:

| | |
|-------------------------------------|--|
| People using Welsh | Contractors selected for the project will offer all communication bilingually therefore encouraging people to embrace the language |
| Promoting the Welsh language | The project will endeavor to promote the Welsh language through tenant liaison and contractor involvement |
| Culture and heritage | Home will be improved taking into consideration the local area and will be sympathetic to original designs |

Negative impacts identified:

| | |
|-------------------------------------|--|
| People using Welsh | There are no negative impacts in this regard |
| Promoting the Welsh language | There are no negative impacts in this regard |
| Culture and heritage | There are no negative impacts in this regard |

A globally responsible Denbighshire

| | |
|---------------------------------|---|
| Overall Impact | Positive |
| Justification for impact | The project aims to deliver homes which reduces carbon and improves energy efficiency to meet both corporate and national WG decarb targets for social housing. |

| | |
|---------------------------------|--|
| Further actions required | Carbon off setting by planting trees through community benefit schemes will be promoted during the life time of the project as well as other suitable innovative mitigation measures during the project. |
|---------------------------------|--|

Positive impacts identified:

| | |
|--|---|
| Local, national, international supply chains | The use of local supply chains will be encouraged to reduce carbon wherever possible . |
| Human rights | Contractors will be obliged to ensure they remain within the law when conducting construction related actives for the council |
| Broader service provision in the local area or the region | No, broader services will not be affected as a direct result of this project. |
| Reducing climate change | The project centers around energy efficiency and carbon reduction across the housing stock . |

Negative impacts identified:

| | |
|--|---|
| Local, national, international supply chains | Some materials can only be purchased via national/global supply routes. |
| Human rights | N/A |
| Broader service provision in the local area or the region | There are no negative impacts in this regard |
| Reducing climate change | There are no negative impacts in this regard |

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| | |
|------------------------------|--|
| Report to | Cabinet |
| Date of meeting | 25 th May 2021 |
| Lead Member / Officer | Julian Thompson-Hill / David Lorey |
| Report author | Mark Cassidy |
| Title | Reactive Maintenance Framework for Schools and Non-Schools Properties. |

1. What is the report about?

1.1. The re-tendering of the reactive maintenance framework

2. What is the reason for making this report?

2.1. A decision is required on the re-tendering of the Council's reactive maintenance Framework. The previous Framework was tendered on a four-year timescale and has now reached the end of the term and needs to be re-tendered.

3. What are the Recommendations?

3.1. The recommendation is to approve the decision to re-tender to ensure the Council is receiving best value from its maintenance contractors.

4. Report details

4.1. A primary function of Denbighshire County Council's property maintenance team, is to provide a day to day reactive property repair service to both schools and non-schools. Contractors are chosen following a tendering exercise based on cost and quality, and their area of expertise e.g. mechanical or electrical. Works are allocated to contractors by the property maintenance helpdesk, who act as the primary point of contact between building users and contractors.

4.2. The current Framework is now due for re-tendering and is expected to be awarded on a two-year contract with the option to extend on a 1 plus 1 basis, totalling a potential 4-year contract.

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

5.1. The Framework will impact on the Resilient Communities and Environment priorities. It will support the property maintenance team in maintaining safe and secure public buildings and educational facilities for our young people, whilst utilising local contractors as far as possible, and through the community benefits elements provide work experience opportunities for people finding difficulty securing work placements.

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

6.1. The annual spend on repairs and maintenance currently is approximately £2M per annum, so £8M over the life of the Framework.

6.2. The Framework will allow us to have suitably qualified contractors in place to respond to maintenance issues as required, securing the integrity of our buildings and preventing the closure of buildings that may become unsafe.

7. What are the main conclusions of the Well-being Impact Assessment?

7.1. The full assessment is attached to this submission. The main points though are inserted below:

Score for the sustainability of the approach

(3 out of 4 stars) Actual score : 22 / 30.

Implications of the score

Long Term - The framework will provide for DCC building maintenance services to meet not just it's short term needs, but to safeguard the Council's ability to meet its long term objectives for the improvement and refurbishment of its schools and public building stock to meet the needs of our tenants.

Prevention - Working with a group of suitably qualified contractors, should help us reduce our responsive maintenance calls.

Integration -

Collaboration - Working closely with the Business and Finance managers for schools and Building

Managers for non-schools, will allow us to understand the needs of our tenants. Then working with contractors to translate this need into building suitability.

Involvement - Contractors, DCC Surveyors, Business & Finance Manager and other customers are all involved in the process.

Summary of impact

Well-being Goals

A prosperous Denbighshire **Positive**

A resilient Denbighshire **Positive**

A healthier Denbighshire **Positive**

A more equal Denbighshire **Neutral**

A Denbighshire of cohesive communities **Positive**

A Denbighshire of vibrant culture and thriving Welsh language **Neutral**

A globally responsible Denbighshire **Positive**

Main conclusions

No further impact assessment required. The main conclusion is that the Framework will provide contractors who will repair and maintain the Council's assets for the betterment of our tenants and customers.

Evidence to support the Well-being Impact Assessment

We have engaged with people who will be affected by the proposal.

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

- 8.1. We have consulted with building users who identified that they prefer the use of known local contractors as relationships are easy to build and local contractors know the area and building maintenance history.
- 8.2. We have held discussions with our current contractors, who are keen to resubmit tenders for future work and we will also be making slots available for potential new contractors to discuss following the formal notice.

9. Chief Finance Officer Statement

- 9.1. The recommendation to approve the re-tendering of the Council's reactive maintenance Framework will help ensure that we continue to best value and comply with our Contract Procedure Rules. The planned expenditure is included within current budget plans and the report does not commit to any increase in expenditure.

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

- 10.1. That local contractors do not tender as they are not aware of the process. We will be advising Denbighshire contractors of the tender. Offering support via Business Wales to help them with their bids.
- 10.2. Hourly rates will go up. This is a possibility, but using the tender process will most likely keep them competitive.
- 10.3. Contractors do not perform as expected. We will be including Key Performance Indicators in the tender and these will be monitored and reviewed regularly. Regular meetings with contractors will take place.

11. Power to make the decision

The power to make decision is contained in S2 Local Government Act 2000, S111 Local Government Act 1972, Regulation 33 Public Contracts Regulations 2015.

10th May 2021

Reactive Maintenance Contractor Framework

This document covers all six lots of the Framework Agreement.

Volume 1: Invitation to Tender

Lot 1 - Reactive & associated general building works for North Denbighshire.

Lot 2 - Reactive & associated general building works for South Denbighshire.

Lot 3 - Reactive & general minor electrical services maintenance works for North Denbighshire.

Lot 4 - Reactive & general minor electrical services maintenance works for South Denbighshire.

Lot 5 - Reactive & general minor mechanical maintenance works for North Denbighshire.

Lot 6 - Reactive & general minor mechanical maintenance works for South Denbighshire.

Invitation to Tender

Volume 1 of 3

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1. Introduction

- 1.1. Expressions of interest are invited for the provision of a framework agreement for day to day reactive and associated general minor building and electrical services maintenance works to be provided at the Council's non-domestic public buildings. The Council has a public buildings property estate, all located within the geographical boundaries of Denbighshire, currently comprising operational buildings, including schools, and further miscellaneous non-operational buildings for which it has a mixed selection of premises management responsibilities. This public building estate comprises schools, leisure centres, libraries, offices, depots, public toilets, care homes, day centres, industrial units, theatres, tourism buildings and a selection of other miscellaneous properties, all located on over 190 sites. Due to the changing service needs of the Council, the number of buildings may however decrease or increase during the term of the Framework Agreement.
- 1.2. Denbighshire County Council (DCC) is seeking to ensure it continues to meet its legal, health & safety and moral obligations and wishes to engage a suitably qualified and competent Contractor(s) to supply all labour, materials and plant. The contractor (s) should to be able to satisfactorily undertake the execution of all building, electrical services maintenance and associated general minor repair work in all trades whether mentioned Invitation to Tender (ITT) documents or not. It must comply with the required time limits as directed, at such non-domestic public buildings owned or controlled by the Council and as the Contract Administrator(s) may direct during the contract period. The potential provider is required to note, however, that by the very nature of the work, i.e. reported repairs and day to day reactive maintenance work, no guarantee can be given with regard to the volume, trade requirements or continuity within any one given area at any time.
- 1.3. DCC Property Department operates a Building Maintenance Help Desk during normal working hours (08:00am to 17:00pm). It is envisaged that the Contract Administrator(s) operating the Help Desk will provide, in the vast majority of instances, instruction to, liaise with and issue formal works orders to the Framework Contractor(s). In rare occasions instructions may be issued by Building Surveyors or Electrical Engineering Surveyors in the Property Department. Under the terms of this Framework Agreement the Contractor(s) are not to take instruction direct from DCC or other staff located at the public buildings.
- 1.4. Outside normal working hours DCC operates an emergency call centre whose operatives have access to on-call Surveyors who, during emergency situations, will liaise with and provide instruction to the Framework Contractor(s).
- 1.5. The objective of this agreement is to establish a framework agreement in accordance with the Public Contracts Regulations 2015.

2. Aims & Vision

- 2.1. **AIM:** to provide a simple, cost effective, easy to use and transparent process to manage the day to day reactive and associated general minor building and electrical

services maintenance work to Denbighshire County Council's public buildings including schools.

2.2. **VISION:** the approach will be to partner with excellent Contractors who will engage positively with users and officers to provide a safe, fast accurate service ensuring value for money is achieved.

3. Term and Building Contracts

3.1. This Framework Agreement is an arrangement whereby the Nominated Contractor(s) offers the Works/Service and/or supply of goods and/or materials at an agreed price for the offer period subject to variations but a contractual relationship between the Nominated Contractor(s) and DCC does not become effective until the Council places an order with the Nominated Contractor(s) for the Works/Service and/or supply of goods and/or materials. This Framework Agreement will not be for any fixed quantity but only for such quantities as the Council may order from time to time.

3.2. The proposed duration of each Contractor Framework Agreement shall be four years (2+1+1) from the date of the relevant agreement (the Term). Subject to satisfactory performance of the Contractor during the first 2 years of the Term DCC may wish to extend this Framework Agreement for a further period of 1 year + 1 year. The Contractor Framework Agreements will allow DCC to commission Works from the appointed Contractors as and when required. An extension shall be on the same terms but a final extension will not include the option to extend. Under no circumstances will the arrangement exceed 4 years' duration in total.

3.3. DCC anticipate that for the majority of the works DCC Minor Works Terms and Conditions (T&C) apply. Additionally, a number of different types of building contracts may be utilised under the Framework at the discretion of DCC, including but not limited to:

- 3.3.1. the JCT Repair and Maintenance Contract 2011; (with / without quantities);
- 3.3.2. the JCT Minor Works Building Contract 2011;
- 3.3.3. the Prime Cost Building Contract 2011;

with each being a Building Contract. The form of Building Contract in respect the works will include any bespoke amendments as required by DCC and as notified to Contractors when appointed.

3.4. The call offs will, in the majority of cases, take place as per the below table, however DCC reserves the right to amend as required.

| Value (£) | Terms /Contract | Call off |
|------------|--|--------------|
| 1 to 9,999 | DCC Minor Works Terms and Conditions | Direct award |
| 10,000+ | JCT Repair and Maintenance Contract 2011; Minor Works Building Contract 2011; Prime Cost Building Contract 2011; | Mini tender |

3.5. Following the award of the contract the successful contractors will be ranked in accordance with the price/quality scoring

- 3.6. For emergency reactive works DCC will offer work direct to the Preferred Contractor (Rank 1) in the first instance. Where capacity becomes an issue (i.e. contractors unable to respond and attend site in a reasonable time) for the Preferred Contractor these works will be offered to the remaining Contractors in ranked order
- 3.7. For any minor works between the values of £5K and £10K all Contractors in the lot will be given the opportunity to quote for that work.
- 3.8. Contractors should note that:
 - 3.8.1. no guarantee is given by DCC as to the amount or value of any works, if any, to be issued to any successful Contractor in the Framework; and
 - 3.8.2. The appointment to the Framework will not give any Contractor the exclusive right to deliver works or services of the type required by DCC.
 - 3.8.3. Those Contractors who are appointed to the Framework will be subject to continual performance monitoring and DCC reserves the right to suspend or remove a Contractor from the Framework who fails to maintain the required level of service / performance indicators throughout the Term of the Framework Agreement.
 - 3.8.4. Contractors should note that DCC may commission works during the Term which naturally extends beyond the Term.
 - 3.8.5. The Price/Quality weighting for the Framework will be 70% Price, 30% Quality

4. Structure of the Framework

- 4.1. The Framework will be structured under six Lots, which have been divided by reference to the type of works and region the works will be undertaken that DCC anticipate will be delivered under the Framework.
- 4.2. Short summaries of each Lot are set out below for information purposes only:

| Lot | Description of Lots | No Contractors (max) | Type of Works |
|-----|---|----------------------|--|
| 1 | Reactive & associated general building works for North Denbighshire | Five | Works will include, but not be limited to the following: <ul style="list-style-type: none"> • Windows / doors and associated ironmongery repairs (excluding glazing) |
| 2 | Reactive & associated general building works for South Denbighshire (A55 corridor to Llangollen & Corwen) | Five | <ul style="list-style-type: none"> • Fire exit route door and closing devices • Flooring repair • Jobbing repairs • Carpentry & joinery repairs • Masonry & bricklaying • Plastering / tiling / interior finishing repairs • Suspended ceiling repair |

| | | | |
|---|---|------|--|
| | | | <ul style="list-style-type: none"> •Minor fencing repairs •Concrete and paving repairs •Plumbing works to wastes and cold water systems •Sanitary fittings including WC's, urinals, wash basins and sinks •Below ground foul drainage •Above ground roof drainage and guttering |
| 3 | Reactive & general minor electrical services maintenance works for North Denbighshire | Five | <p>Works will include, but not be limited to the following:</p> <ul style="list-style-type: none"> •Aerial installation & repairs |
| 4 | Reactive & general minor electrical services maintenance works for South Denbighshire | Five | <ul style="list-style-type: none"> •Lightning protection repairs •Electric water heaters (stored and instantaneous) •Emergency lighting and illuminated exit signage •Fixed electrical installations including internal and external lighting fixed to the building •Electric hand dryers •Small wall and ceiling extractors systems |
| 5 | Reactive & general minor mechanical maintenance works for North Denbighshire | Five | <p>Works will include, but not be limited to the following:</p> <ul style="list-style-type: none"> •Heating and hot water boilers (gas, LPG and oil) |
| 6 | Reactive & general minor mechanical maintenance works for South Denbighshire | Five | <ul style="list-style-type: none"> •Central heating systems •Hot water cylinders and calorifiers •Hot water distribution systems •Pump sets and pressurisation units |

| | | | |
|--|--|--|---|
| | | | <ul style="list-style-type: none"> • Filters and dosing systems • Water tanks |
|--|--|--|---|

DCC reserves the right to omit or include items to this list during the life-time of the Framework Agreement.

- 4.3. Following the evaluation of submitted PQQ's all Contractors invited to participate in the Tender stage of the process have been informed of the relevant "Lot" they have been shortlisted for. Should any Contractor submit a bid for a "Lot" they have not been shortlisted for then any such bid will not be accepted by DCC
- 4.4. The works will be split into six Lots as detailed below and sites will generally be occupied other than for schools during school holidays which will be vacant. We estimate 50% North, 30% Central and 20% South

| Lot | Estimated Value | | | | | | |
|--|---|-------------------|--------|-------------------|--|-----|-----|
| 1 | <p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p> | | | | | | |
| 2 | <p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p> | | | | | | |
| 3 | <p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p> | | | | | | |
| 4 | <p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p> | | | | | | |
| 5 | <p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p> | | | | | | |
| 6 | <p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p> | | | | | | |
| <table border="1" style="float: right; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">TOTAL</th> <th style="width: 30%;">Annual</th> <th style="width: 50%;">Life of Framework</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">£2M</td> <td style="text-align: center;">£8M</td> </tr> </tbody> </table> | | TOTAL | Annual | Life of Framework | | £2M | £8M |
| TOTAL | Annual | Life of Framework | | | | | |
| | £2M | £8M | | | | | |

4.5. The above figures have been included as indicative estimates only and DCC do not warrant nor guarantee the amount or value of the Works to be required under the Framework.

5. Extent of Works

- 5.1. DCC anticipates procuring a range of all building, services maintenance and associated general minor repair work in all trades as identified under the Framework
- 5.2. DCC reserves the right to add or omit locations as necessary.
- 5.3. DCC has a number of service contracts in place and as such works associated with the following are excluded from this Framework Agreement:

- Commercial gas servicing and maintenance
- Commercial oil fired servicing and maintenance
- Local exhaust ventilation
- Kitchen gas appliance servicing
- Water Hygiene
- Gym equipment
- Playground equipment
- Portable firefighting equipment and hose reels
- Fire sprinkler systems
- Fire alarms and emergency lighting
- Portable appliance and fixed wire testing
- Warden call and communication systems
- Automatic door closers, roller shutter doors and sliding door mechanisms
- Air conditioning and air handling units
- Catering extraction
- Dust extraction
- Fire suppression
- Gas catering inspections
- Hot metal testing
- High voltage distribution
- Sewage pump maintenance
- TMV maintenance
- Door access systems
- CCTV
- Passenger and goods lifts
- Patient lifting equipment, hoists etc.
- Generator maintenance
- Security, fire alarm and emergency lighting systems
- Clock servicing

The above list is not necessarily exhaustive and the Council reserves the right to exclude other works from the Framework Agreement.

6. Working Hours

6.1. The majority of works will be required to be carried out during normal working hours, namely 08:00am to 17:00pm Monday to Friday, including during school holidays. However, the provider's particular attention is drawn to the fact that emergency work may, at the request of the Contract Administrator, be ordered outside normal working hours and during all statutory holiday periods (including Christmas and New Year). Out of hours rates shall apply for the following;

| |
|--|
| After 5pm, before 8am Monday to Friday |
| After 5pm Friday, before 8am Monday (i.e. weekend) |
| Public/Bank Holidays |
| Christmas Day |
| Boxing Day |

| |
|----------------------------|
| New Year's Eve (after 5pm) |
| New Year's Day |

6.2. Suppliers are requested to complete the pricing schedule (Volume 3) to include all relevant rates for the above.

This should be done separately for each Lot.

7. Performance Monitoring

- 7.1. DCC may monitor the performance of the works by the Contractor in accordance with the monitoring provisions and trigger points set out in Appendix 6 of this Agreement.
- 7.2. The Contractor shall co-operate, and shall ensure that its Sub-contractors co-operate, with DCC in carrying out the monitoring referred to in clause 5.1 at no additional charge to DCC.
- 7.3. If the Contractor considers that the DCC's monitoring of the works is unreasonable the Contractor may escalate the issue with DCC Property Operations Manager
- 7.4. If the Contractor reaches the trigger points stipulated in Appendix 6 then DCC at its absolute discretion may, acting reasonably, suspend the Contractor from the Framework as indicated.
- 7.5. The performance management criteria and targets will be agreed with all Framework Contractors at initial meeting.

8. Procurement Programme

| Stage | Date(s) / time |
|--|--|
| ITT Form of Tender Issued | 14 th June 2021 |
| CLOSING DATE FOR SUBMISSION OF COMPLETED ITT FORM OF TENDER | 12:00 16th July 2021 |
| Report with recommendations | 6 th August 2021 |
| Cabinet Approval | 21 st September 2021 |
| Standstill period begins | 21 st September 2021 |
| Standstill Period Ends | 1 st October 2021 |
| Pre Contract Meetings Held | 4 th October 2021 |
| Contract commencement | 18 th October 2021 |

This timetable is indicative only. Denbighshire County Council reserves the right to change it at its discretion.

9. Documents forming this ITT

9.1. DCC now invites your organisation to submit a tender in relation to Lots 1 to 6 in accordance with the instructions to Contractors set out in this ITT.

9.2. Contractors should note that the ITT comprise the following documents:

- 9.2.1. Invitation Document and Instructions to Contractors (Volume 1)
- 9.2.2. Specification (Volume 2)
- 9.2.3. Pricing Document (Volume 3)
- 9.2.4. Site Locations (Appendix 1)
- 9.2.5. Form of Tender (Appendix 2)
- 9.2.6. Evaluation Methodology and Criteria (Appendix 3)
- 9.2.7. Guidance Notes to Bidders (Appendix 4)
- 9.2.8. Framework Agreement (Appendix 5)
- 9.2.9. Service Delivery Performance Monitoring (Appendix 6)

9.3. Contractors should read all of the documents forming the ITT carefully and ensure that they respond to all mandatory questions within their Tender

9.4. Contractors should note that Tenders (and all supporting documents) must be submitted in their entirety via the Proactis e-tendering portal (referred to herein as the Tender Portal) in accordance with the Instructions to Contractors. Contractors will be informed how to access the Tender Portal as part of this procurement process. Any Tender that does not comply with the Instructions to Contractors may be rejected by DCC, whose decision in the matter shall be final.

9.5. Contractors should note that, if successful, their submitted Tenders will be annexed to the final Framework Agreement and become a contract document.

10. Evaluation

10.1. DCC will evaluate bids received to establish the most economically advantageous Tenders in terms of the criteria set out in Evaluation Methodology and Criteria Appendix 3 of this ITT on both cost and quality basis.

Instructions to Contractors

Tenders must be submitted in accordance with the following instructions to Contractors (referred to below as the Instructions).

Tenders that do not comply with these Instructions in any particular way may be rejected by the DCC whose decision in the matter shall be final.

1 Introduction

1.1 In accordance with the Restricted Tender procedure under the Regulations, Contractors are invited to submit a Tender in relation to the carrying out of the Works as described in the ITT to which these Instructions are attached. Words and expressions used in these Instructions have the meanings used in the ITT unless otherwise stated.

1.2 Tenders should be prepared under the same headings and in the same sequence as set out in ITT.

1.3 Contractors are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any Contractor in connection with the preparation and submission of a Tender, and (in the case of acceptance of a Tender) in connection with the execution of the Contractor Framework Agreement and all and any relevant documents, shall be borne by that Contractor.

1.4 The attention of the Contractors is drawn to the Contractor Framework Agreement set out at Appendix 5. It is essential that Contractors are completely familiar with the contents of this document before compiling their Tender.

2 **Welsh language policy**

2.1 Tenders and all supporting documents must be completed in the Welsh or English language. However, any submissions made in the Welsh language will, prior to evaluation, be translated by DCC from Welsh to English. By lodging its submission in Welsh, a Contractor agrees that DCC shall have no liability whatsoever in relation to any wrongful, inaccurate or errors in translation into English.

2.2 Notwithstanding this, Contractors are required to adhere to the terms of the Welsh Language Scheme as approved by the Welsh Assembly Government by the Welsh Language Board under the Welsh Language Measure 2011 and all published guidance in respect of the same (as amended or supplemented by further legislation or guidance from time to time). Contractors will be required to comply with the Welsh language policy of DCC.

3 **Notice**

3.1 This ITT – which expression, for the purposes of this section 3, includes all other information made available to Contractors (both orally and in writing) during this procurement process – is being made available by DCC to all Contractors via the Tender Portal – <https://supplierlive.proactisp2p.com>

3.2 Contractors should note that whilst the information set out in this ITT and its supporting documents have been prepared in good faith, it does not purport to be comprehensive or to have been verified by DCC or their advisers.

3.3 No representation, warranty or undertaking (expressed or implied) is or will be made by DCC in relation to the accuracy, adequacy or completeness of this ITT and no reliance shall be placed on the same. No responsibility or liability is or will be accepted by DCC, or their advisers, affiliates, officers, servants or agents in respect of any error or misstatement in or omission from this ITT.

3.4 No information contained in the ITT shall form the basis for any warranty, representation or term of any contract placed by DCC with any Contractor in this process. Each Contractor (or any other person to whom this ITT is made available) is wholly responsible for undertaking all necessary due diligence in relation to this ITT and their individual Tender and making such investigations and taking such professional advice, as they deem necessary.

- 3.5 DCC, or their advisers, shall be liable for any costs or expenses incurred by any Contractor or other recipient of this ITT in connection with this procurement process. DCC accept no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused (including in negligence) arising from or in consequence of the use by Contractors of such information
- 3.6 The issue of this ITT in no way commits DCC to award any Contractor Framework Agreement (or any Building Contract subsequent thereto) pursuant to this procurement process.
- 3.7 DCC reserves the right to reject any or all of the Tenders from Contractors in relation to this procurement process and to terminate the process at any time at its absolute discretion.
- 3.8 DCC reserves the right to amend this ITT at any time by notice in writing to the Contractors at its sole discretion.
- 3.9 Contractors should note that their continued participation in this procurement process from the date of delivery of this ITT shall be deemed to constitute its agreement to and acceptance of the terms set out in this section 3. If a Contractor does not accept the terms of this section 3, it should immediately give notice of its withdrawal from the procurement process to DCC.
- 4 Queries**
- 4.1 Where a Contractor has any queries regarding this ITT, these should be raised in writing through the "Dialogue Tab" secure messaging element of the Tender Portal as soon as possible.
- 4.2 Queries must be received by DCC no later than seven (7) days before the Deadline (see paragraph 6 below). Where any such enquiry has been made, DCC will circulate to all Contractors a copy of the enquiry and DCC's written response should it be relevant, although anonymity will be preserved.
- 4.3 Should any alterations or additions to any of the information issued to the Contractors be deemed necessary prior to the Deadline, these will again be issued to the Contractors via the "Dialogue Tab" of the Tender Portal. Contractors will be required to acknowledge receipt of such amended information by return through the "Dialogue Tab".
- 4.4 The absence of such an acknowledgement may result in DCC treating any Tender submitted by that Contractor as being a qualified Tender and may therefore be rejected at its sole discretion.
- 4.5 Further details on the Tender Portal are set out in the Guidance Notes to Bidders Appendix 4 of this Volume 1.

5 Confidentiality

- 5.1 This ITT and all information supplied by DCC in connection with the ITT shall be treated as private and confidential and Contractors shall not, without the prior written consent of DCC, at any time make use of such information for its own purposes or disclose the fact that they have been invited to submit a Tender or release details of the ITT to any person (except as may be required by law or where such information is disclosed to their professional advisers, or for obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with the Tender).
- 5.2 Contractors shall not at any time release any information concerning the ITT and/or their Tenders and/or any related documents and/or any negotiation and/or discussion with DCC in this connection for publication in the press or on radio, television, screen or any other medium.
- 5.3 Each Contractor warrants to DCC that no document that it prepares as part of its Tender shall infringe any Intellectual Property Rights (as such term is defined in the Contractor Framework Agreement). Each Contractor shall retain Intellectual Property Rights in all documents that it prepares as part of its Tender and DCC shall not copy or use any such documents other than for the purpose of evaluation of Tenders and selection of successful Contractors.
- 5.4 Each Contractor undertakes to indemnify DCC against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section 5 of these Instructions.

6 Submission of Tenders

- 6.1 No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the ITT.)
- 6.2 Tenders must not be qualified in any way apart from as allowed under the ITT and must be submitted strictly in accordance with the ITT, including these Instructions.
- 6.3 Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering a Tender equivocal and/or placing it on a different footing from other Tenders.
- 6.4 Contractors must prepare and submit their Tenders (and all supporting documents) in their entirety via the Tender Portal (<https://supplierlive.proactisp2p.com> Postal or submissions by electronic mail (or submissions in any other medium) **will not** be accepted. Failure to submit a Tender via the Tender Portal **will result in the rejection** of the Tender.
- 6.5 Tenders must be:
- 6.5.1 submitted to DCC via the Tender Portal by no later than **the closing date and time as identified within the Portal** or such later date as DCC notifies to the Contractors (the **Deadline**); and

- 6.5.2 be kept open and valid for acceptance for at least four (4) months after the return of Tenders or such longer period as may be agreed with DCC.
- 6.6 Contractors should note that the Tender Portal **will not** allow Contractors to submit Tenders after the Deadline. Any Tenders (or other supporting documents) received after the Deadline will not be considered for acceptance and will be rejected by DCC.
- 6.7 All monetary amounts should be stated in British pound sterling and exclusive of Value Added Tax.
- 6.8 The Form of Tender must be signed:
- 6.8.1 where the Contractor is an individual, by that individual;
- 6.8.2 where the Contractor is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney; or
- 6.8.3 where the Contractor is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose; and
- 6.9 Each Contractor shall produce forthwith upon request by DCC documentary evidence of any authorisation referred to in section 6.8 of these Instructions.
- 6.10 Contractors should note that the Contractor Framework Agreement (and any Building Contract entered into under the same) its formation, interpretation and performance, shall be subject to and interpreted in accordance with the laws of England and Wales.
- 6.11 Guidance notes on the Tender Portal are set out at Appendix 4.

7 **Stage 2 qualitative evaluation**

7.1 **Introduction and instructions for completion**

- 7.1.1 Contractors are required to respond to each of the Stage 2 questions via the Portal.
- 7.1.2 Cross-referencing of information will not be accepted and full responses for each question must be provided.
- 7.1.3 Where the word count specified for a question is exceeded anything in excess of the word count will not be evaluated.
- 7.1.4 Tenders will be evaluated in accordance with the evaluation methodology set out at Appendix 3.
- 7.1.5 All responses must be in Arial font, font size 10

- 7.1.6 Any marketing materials or any other unrequested attachments will not be considered as part of the evaluation.
- 7.1.7 **Contractors should note that their responses should be Specific, Measurable, Achievable, Realistic and Time-based (SMART).**
- 7.1.8 For the purpose of the Stage 2 questions, the terms "Contractor," "you" and "your organisation" are used to refer to individual Contractors or partnerships whichever applies to your organisations.

8 **Rejection of Tenders**

8.1 Any Tender or other documents submitted by any Contractor in respect of which the Contractor:

- 8.1.1 fails to use the English or Welsh language (subject to paragraph 2 of these Instructions); or
- 8.1.2 fails to state monetary amounts in British pounds sterling, exclusive of VAT; or
- 8.1.3 fails to sign the Anti-Collusion Certificate and/or Confidentiality Undertaking; or
- 8.1.4 attempts to enter into any pre- or post-award negotiation,

shall **not** be considered for acceptance and shall accordingly be rejected by DCC always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to DCC in respect thereof or to any criminal liability that such conduct by a Contractor may attract.

8.2 Each Contractor undertakes to indemnify DCC and to keep DCC indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section 10 of these Instructions.

8.3 Contractors should note that the satisfaction of any minimum requirements as stated in the ITT is a continuing requirement and each Contractor is obliged to provide DCC with details of any changes to the information provided by it in respect of its Tender following the submission of the same.

In the event that DCC becomes aware that a Contractor does not satisfy (or no longer satisfies, due to a change in circumstances following submission of its Tender) the minimum requirements of DCC as set out in this ITT during the procurement process, DCC reserves the right to make further enquiries of the Contractor on this issue and if DCC at its sole discretion determines that the Contractor does not satisfy (or no longer satisfies, as the case may be) such minimum requirements, DCC may at its sole discretion disqualify that Contractor from the procurement process.

9 Non-consideration of tenders

9.1 DCC may in its absolute discretion refrain from considering a Tender if either:

9.1.1 in any respect, it does not comply with the requirements of the ITT including these Instructions; or

9.1.2 it contains any significant omissions.

10 Contractor's warranties

10.1 In submitting a Tender, each Contractor warrants, represents and undertakes to DCC that:

10.1.1 it has not done any of the acts or matters referred to in section 8.1 above and has complied in all respects with these Instructions; and

10.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to DCC by the Contractor, their employees or agents in connection with or arising out of the tenders are true, complete and accurate in all respects;

10.2 it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tenders;

10.3 it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Pricing Document and included in its Tenders;

10.4 it has full power and authority to enter into a Contractor Framework Agreement and undertake the Works;

10.5 it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, premises, goods and materials and other resources available to it to carry out the Works;

10.6 it will obtain all necessary consents, licences and permissions to enable it to carry out the Works and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and

10.7 it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by DCC and that is for the time being in the possession of the Contractor.

11 Executing the Contractor Framework Agreement

11.1 If you are successful in this Tender, DCC will issue a letter accepting your Tender and this may (at DCC's discretion) constitute a binding contract between DCC until the Contractor Framework Agreement is prepared and executed.

11.2 By submitting a Tender, Contractors undertake that, in the event of their Tender being accepted, they will within fourteen (14) days of being called upon so to do by DCC (or such other period as notified to the successful Contractor(s) in writing by DCC), execute the final form of Contractor Framework Agreement as a deed.

11.3 Failure by a successful Contractor to execute the Contractor Framework Agreement within the time period specified above may render the acceptance of that Contractor's Tender voidable at the sole discretion of DCC.

12 **Freedom of Information Act**

12.1 DCC will have regard to the relevant provisions of the Freedom of Information Act 2000 in considering the requests to participate and subsequent Tenders. If you consider that any of the information supplied by your organisation is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will in response to "Freedom of Information" requests, be examined in the light of the exemptions provided in the Freedom of Information Act 2000.

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Framework for Reactive Building Maintenance contractors

Well-being Impact Assessment Report

This report summarises the likely impact of the proposal on the social, economic, environmental and cultural well-being of Denbighshire, Wales and the world.

| | |
|--|---|
| Assessment Number: | 427 |
| Brief description: | The establishing of a framework for contractors to carry out building repairs on DCC schools and non school public buildings. |
| Date Completed: | 04/09/2020 15:20:07 Version: 2 |
| Completed by: | Mark Cassidy |
| Responsible Service: | Facilities, Assets & Housing |
| Localities affected by the proposal: | Whole County, |
| Who will be affected by the proposal? | DCC public building tenants and visitors. |
| Was this impact assessment completed as a group? | Yes |

IMPACT ASSESSMENT SUMMARY AND CONCLUSION

Before we look in detail at the contribution and impact of the proposal, it is important to consider how the proposal is applying the sustainable development principle. This means that we must act "in a manner which seeks to ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs."

Score for the sustainability of the approach

★ ★ ★ ★ (3 out of 4 stars) Actual score : 22 / 30.

Implications of the score

Long Term - The framework will provide for DCC building maintenance services to meet not just it's short term needs, but to safeguard the Council's ability to meet it's long term objectives for the improvement and refurbishment of it's schools and public building stock to meet the needs of our tenants.

Prevention - Working with a group of suitably qualified contractors, should help us reduce our responsive maintenance calls.

Integration -

Collaboration - Working closely with the Business and Finance managers for schools and Building Managers for non-schools, will allow us to understand the needs of our tenants. Then working with contractors to translate this need into building suitability.

Involvement - Contractors, DCC Surveyors, Business & Finance Manager and other customers are all involved in the process.

Summary of impact

Well-being Goals

A prosperous Denbighshire

A resilient Denbighshire

A healthier Denbighshire

A more equal Denbighshire

A Denbighshire of cohesive communities

A Denbighshire of vibrant culture and thriving Welsh language

A globally responsible Denbighshire

Positive

Positive

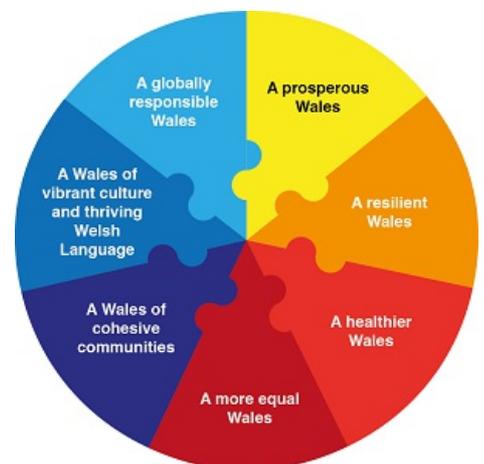
Positive

Neutral

Positive

Neutral

Positive



Main conclusions

No further impact assessment required. The main conclusion is that the Framework will provide contractors who will repair and maintain the Council's assets for the betterment of our tenants and customers.

Evidence to support the Well-being Impact Assessment

- We have consulted published research or guides that inform us about the likely impact of the proposal
- We have involved an expert / consulted a group who represent those who may affected by the

proposal

We have engaged with people who will be affected by the proposal

THE LIKELY IMPACT ON DENBIGHSHIRE, WALES AND THE WORLD

A prosperous Denbighshire

| | |
|---------------------------------|--|
| Overall Impact | Positive |
| Justification for impact | The improvement of DCC building stock will provide excellent, safe, quality buildings for our building tenants and will enhance the experience for visitors to schools and non-schools. By aiming to use as many local contractors as possible, the money spent with contractors, will encourage their business and keep the money in Denbighshire. Expected community benefits include hiring of apprentices, thereby protecting and developing relevant construction skills within the county. |
| Further actions required | No negative impacts identified. |

Positive impacts identified:

| | |
|---|--|
| A low carbon society | It will identify any poorly insulated properties and allow us to improve the Fabric of the buildings and install low carbon solutions for heating systems etc. |
| Quality communications, infrastructure and transport | Public Building stock will be improved to the relevant DCC standard, ensuring all building regulations and legislation are complied with. |
| Economic development | The use of local contractors thus keeping Denbighshire money within the County. Exiting contractors have expressed an interest in being part of the process. |
| Quality skills for the long term | As part of the Community Benefits element of the project, the contractors will be encouraged to engage with the public at events such as contractors explaining entry into the building trade. |
| Quality jobs for the long term | There is likely to be improved employment opportunities, and the use of apprentices will be encouraged. |
| Childcare | |

Negative impacts identified:

| | |
|---|--|
| A low carbon society | |
| Quality communications, infrastructure and transport | |
| Economic development | |
| Quality skills for the long term | |
| Quality jobs for the long term | |
| Childcare | |

A resilient Denbighshire

| | |
|---------------------------------|---|
| Overall Impact | Positive |
| Justification for impact | There will be a neutral impact as it is only small reactive maintenance works to existing building stock. |
| Further actions required | No negative impacts identified. |

Positive impacts identified:

| | |
|---|---|
| Biodiversity and the natural environment | No impact |
| Biodiversity in the built environment | No impact |
| Reducing waste, reusing and recycling | Contractors will be expected to manage waste responsibly and within the law. Contractors will be encouraged to send rubble, timber etc. for recycling. |
| Reduced energy/fuel consumption | Any identified insulation or poorly maintained properties will be made good. Also we will be encouraging contractors to reduce travel or find an improved method to do this, such as electric vehicles if possible. |
| People's awareness of the environment and biodiversity | Tenant packs including explanations of how to operate the heating system efficiently are available to tenants. |
| Flood risk management | Small maintenance works will have no impact. |

Negative impacts identified:

| | |
|---|--|
| Biodiversity and the natural environment | |
| Biodiversity in the built environment | |
| Reducing waste, reusing and recycling | |
| Reduced energy/fuel consumption | |
| People's awareness of the environment and biodiversity | |
| Flood risk management | |

A healthier Denbighshire

| | |
|---------------------------------|---|
| Overall Impact | Positive |
| Justification for impact | The timely maintenance of repairs will have some positive impacts on our tenants, however regards to lifestyle and access to fast food etc. this framework will have little or no effect. |

| | |
|---------------------------------|---------------------------------|
| Further actions required | No negative impacts identified. |
|---------------------------------|---------------------------------|

Positive impacts identified:

| | |
|---|---|
| A social and physical environment that encourage and support health and well-being | Improvements to the building fabric, facilities and decoration will enhance pupil and visitors experience. |
| Access to good quality, healthy food | |
| People's emotional and mental well-being | We will provide our tenants with a safe, quality building to visit and learn from adding to their emotional and mental wellbeing. |
| Access to healthcare | |
| Participation in leisure opportunities | |

Negative impacts identified:

| | |
|---|--|
| A social and physical environment that encourage and support health and well-being | |
| Access to good quality, healthy food | |
| People's emotional and mental well-being | |
| Access to healthcare | |
| Participation in leisure opportunities | |

A more equal Denbighshire

| | |
|---------------------------------|--|
| Overall Impact | Neutral |
| Justification for impact | Whilst properties will be updated with modern heating systems, windows, insulation etc. this would not necessarily contribute to a more equal Denbighshire |
| Further actions required | No negative impacts identified. |

Positive impacts identified:

| | |
|--|--|
| <p>Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation</p> | <p>The refurbishment of properties will include schools, with adaptations where required. We also offer a proactive approach to identifying tenant needs through involvement with Business and Finance managers for schools and Building Managers.</p> |
| <p>People who suffer discrimination or disadvantage</p> | |
| <p>Areas with poor economic, health or educational outcomes</p> | <p>Many of our schools are in poorer areas. Timely repairs and intervention will improve educational experiences.</p> |
| <p>People in poverty</p> | |

Negative impacts identified:

| | |
|--|--|
| <p>Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation</p> | |
| <p>People who suffer discrimination or disadvantage</p> | |
| <p>Areas with poor economic, health or educational outcomes</p> | |
| <p>People in poverty</p> | |

A Denbighshire of cohesive communities

| | |
|------------------------------|-----------------|
| <p>Overall Impact</p> | <p>Positive</p> |
|------------------------------|-----------------|

| | |
|---------------------------------|--|
| Justification for impact | Well maintained properties will look presentable and enhance the aesthetics of the area. |
| Further actions required | No negative impacts identified. |

Positive impacts identified:

| | |
|---|--|
| Safe communities and individuals | Well maintained properties will be safe and secure. |
| Community participation and resilience | We have a customer feedback system which customers can use to keep us informed of how our works are perceived. |
| The attractiveness of the area | Well maintained buildings will enhance the attractiveness of the area. |
| Connected communities | |
| Rural resilience | |

Negative impacts identified:

| | |
|---|--|
| Safe communities and individuals | |
| Community participation and resilience | |
| The attractiveness of the area | |
| Connected communities | |
| Rural resilience | |

A Denbighshire of vibrant culture and thriving Welsh language

| | |
|---------------------------------|--|
| Overall Impact | Neutral |
| Justification for impact | There will be no impact as it is small repair work on Council buildings. |
| Further actions required | No negative impacts identified. |

Positive impacts identified:

| | |
|-------------------------------------|--|
| People using Welsh | No impact |
| Promoting the Welsh language | No impact |
| Culture and heritage | Small impact, as the buildings being maintained are part of DCC stock. |

Negative impacts identified:

| | |
|-------------------------------------|--|
| People using Welsh | |
| Promoting the Welsh language | |
| Culture and heritage | |

A globally responsible Denbighshire

| | |
|---------------------------------|--|
| Overall Impact | Positive |
| Justification for impact | The above will allow for improved buildings for our tenants and visitors thereby improving their wellbeing. In addition, local contractors will have an opportunity to be part of the programme. |
| Further actions required | No negative impacts identified. |

Positive impacts identified:

| | |
|--|---|
| Local, national, international supply chains | Some local suppliers will be used. |
| Human rights | Part of the works will be ensuring disabled access features etc. are properly maintained in a safe condition. |
| Broader service provision in the local area or the region | Local suppliers and contractors will be used wherever possible. |

Negative impacts identified:

| | |
|--|--|
| Local, national, international supply chains | |
| Human rights | |
| Broader service provision in the local area or the region | |

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| | |
|------------------------------|--|
| Report to | Cabinet |
| Date of meeting | 25 th May 2021 |
| Lead Member / Officer | Julian Thompson Hill |
| Report author | Steve Gadd, Head of Finance and Property |
| Title | Finance Report (2020/21 Financial Outturn) |

1. What is the report about?

Cabinet has received regular monitoring reports throughout the financial year on the performance of expenditure against budget and savings as agreed for 2020/21. This report details the final position at financial year end.

The first draft of the Annual Statement of Accounts for 2020/21 is on target to be submitted to the external auditors by 15th June. The audited accounts will then be presented to the Corporate Governance Committee in September for formal approval.

2. What is the reason for making this report?

To report the final revenue position and approve the proposed treatment of balances.

3. What are the Recommendations?

3.1 Members note the final revenue outturn position 2020/21

3.2 Members approve the proposed treatment of reserves and balances as described in the report and detailed in Appendices 1, 2 and 3

3.3 Members note the details of transfers to and from Earmarked Reserves as set out in Appendix 4

4. Report details

The final Revenue Outturn figures are detailed in Appendix 1, along with the proposed treatment of service year end balances. The final position on service and corporate budgets (including schools underspend of £7.058m) is an underspend of £9.457m.

The 2020/21 budget required service savings and efficiencies of £4.448m to be identified and agreed as detailed below:

- Corporate savings identified relating to the triennial actuarial review of the Clwyd Pension Fund (£2m)
- Schools savings of 1% (£0.692m)
- Service efficiencies and savings (£1.756m)

The corporate savings have already been achieved and the schools' savings are delegated to the governing bodies to monitor and deliver. On top of this £1.086m of the service savings had originally been designated as savings that have already been implemented.

Impact of Corona Virus - The strategy of working in partnership with Welsh Government has helped secure significant funding that has been detailed in previous reports. A system of monthly expenditure claims and quarterly income loss claims was established. Further recent funding announcements should ensure that Covid pressures in 2020/21 are covered, while also indicating that funding will continue to be available, if required, at least for the first 6 months of next financial year.

DCC has received £19m by the end of the financial year and, due to the timing of the final grant claims (deadline for submission 14th May), there are outstanding claims of £2.7m. The final outturn position assumes that these amounts will be paid in full once Welsh Government have had the opportunity to review the claims. The total value of direct financial help from these two grant sources alone will be £21.7m if the final claims are paid in full.

Schools - The budget agreed by Council for 2020/21 included a total net additional investment (excluding increases in Welsh Government grants) in schools delegated budgets of just over £2.9m. An overall school balance is to be carried forward into 2021/22 of £5.670m, which represents an increase of £7.058m on the deficit balances brought forward into 2020/21 of £1.388m.

The movement from last year largely relates to the receipt of one-off funding and one-off savings relating to schools being closed for much of the year and, in particular, a number of large grants were received at the end of March. Although this is really welcome the one-off nature of this funding should be born in mind. **Appendix 3** details the balances by school and also highlights that the overall balance as a percentage of the 2020/21 budget is 7.2%, as a percentage of the budget for 2021/22 it is 7%. Much of the funding is committed to be utilised during 2021/22 to ensure schools and pupils can recover from the impact on the Covid pandemic.

Corporate Budgets – The key elements of the underspend of £1.874m relates to a number of factors that have been reported to Cabinet throughout the year. WG funding was confirmed to offset the full year impact of Covid on the Council Tax Yield and the Council Tax Reduction Scheme which allowed for the release of contingencies. However, the majority of the underspend relates to an allocation of funding (£1.663m) received from Welsh Government which recognises the pressures of reacting to Covid on the Council as a whole. The funding has been applied in year to help cover overspends not directly covered by other WG Covid Grants which has allowed services with commitments going into 2021/22 to put forward proposals to carry forward their underspend to cover those costs. Although we have applied the budgeted cash contribution from the Budget Mitigation Reserve of £0.685m and set up reserves of £0.200m each for the Carbon Zero and Ash Die-back projects, we have been able to put the net underspend of £0.721m back into the reserve which now stands at £1.7m which will be used to help fund the Invest to Save Scheme agreed as part of the budget process for 2022/23, pressures in 2021/22 or helping to balance the budget in future years.

Given the overall position within services and the availability of corporate funds, it is proposed that services carry forward the net under spends listed as Committed Service Balances in **Appendix 1** to help deliver the 2021/22 budget strategy and meet existing commitments. **Appendix 2** summarises the service proposals.

Appendix 4 details the transfers to and from Earmarked Reserves in full. The majority of the movements have been budgeted for or have been approved in previous monitoring reports to cabinet. It should be noted that all reserves are reviewed as part of the annual budget process.

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?

The council's net revenue budget for 2020/21 was £208.302m. The final position on service and corporate budgets was a net underspend £2.705m (2.3% of the net revenue budget for those areas). Taking account of funding and schools, the variance on the total budget was an underspend of £9.457m (4.5% of net revenue budget). The net overspend figure includes £7.058m underspend within schools which is carried forward separately. Where services have highlighted legitimate expenditure commitments, it is proposed that those services carry the net balance forward to 2021/22. The position within each service and intended use of brought forward service balances will be reviewed during 2021/22.

7. What are the main conclusions of the Well-being Impact Assessment?

A Well-being Impact Assessments for the Council Tax rise was presented to Council on 21 January.

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

In addition to regular reports to the Corporate Governance Committee, the budget process has been considered by CET, SLT, Cabinet Briefing and Council Briefing meetings. The School Budget Forum have been included in the proposals through-out the year. Trade Unions have been consulted through Local Joint Consultative Committee. This year also saw an engagement exercise with the public using social media, the experience of which will be built on in future years.

9. Chief Finance Officer Statement

It is welcome that the Covid Financial Recovery Strategy approved by Cabinet in May 2020 has provided a robust plan for the Council's response. By the end of the financial year direct financial help received from WG exceeded £21.7m which is a testament to the value of partnership working between Local Authorities and WG. It also means that the Council is in a healthy position to face the financial challenges that undoubtedly lie ahead.

Although school balances have increased this financial year, this largely relates to the receipt of one-off funding and one-off savings relating to schools being closed for much of the year and the schools position will require careful monitoring going forward. There remain a small number of schools in financial difficulty and Education Finance will continue to work closely with those schools to help develop robust plans, and chief and senior officers in Education and Finance will continue to meet regularly to review those plans and take remedial action if necessary.

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

This remains a challenging financial period and there is still uncertainty around the ongoing impact of Covid 19, Brexit and the financial strategy of the UK government in dealing with the long term financial impact on the public finances of the Covid response. Although the financial outlook looks uncertain, our finances are in a healthy position and a robust 3/5 year budget process has recently been approved by SLT, CET, Cabinet and scrutinised by the Governance and Audit Committee.

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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| | Outturn Position | | | Schools Movement £'000 | Committed Service Balances £'000 | Budget Mitigation Reserve Balances £'000 | Final Outturn £'000 |
|---|------------------|------------------|-------------------|---------------------------|-------------------------------------|---|------------------------|
| | Budget £'000 | Outturn £'000 | Variance £'000 | | | | |
| Services | | | | | | | |
| Communities and Customers | 3,403 | 3,093 | -310 | | -310 | | 0 |
| Education and Children's Service | 17,160 | 17,738 | 577 | | | | 577 |
| Business Improvement and Modernisation | 4,329 | 4,329 | 0 | | | | 0 |
| Legal, HR and Democratic Services | 2,454 | 2,366 | -88 | | -88 | | 0 |
| Finance and Property | 3,888 | 3,442 | -446 | | -446 | | 0 |
| Highways, Facilities and Environmental Services | 17,029 | 16,657 | -372 | | -372 | | 0 |
| Planning and Public Protection | 9,755 | 9,294 | -462 | | -462 | | 0 |
| Community Support Services | 38,104 | 38,104 | 0 | | | | 0 |
| Leisure - ADM | 3,488 | 3,758 | 270 | | | | 270 |
| Service Budgets | 99,612 | 98,781 | -831 | | -1,678 | | 847 |
| Schools | | | | | | | |
| Schools Delegated | 78,772 | 71,714 | -7,058 | -7,058 | | | 0 |
| Schools Non-delegated | -5,011 | -5,096 | -85 | | 0 | | -85 |
| Corporate Budgets | | | | | | | |
| Corporate | 16,176 | 14,302 | -1,874 | | 0 | -721 | -1,153 |
| Capital Financing/Investment Interest | 13,854 | 13,854 | 0 | | | | 0 |
| Levies | 4,899 | 4,899 | 0 | | | | 0 |
| Total Services & Corporate Budgets | 208,302 | 198,454 | -9,848 | -7,058 | -1,678 | -721 | -391 |
| FUNDING | | | | | | | |
| Welsh Government Funding | | | | | | | |
| RSG B03 | 122,150 | 122,150 | 0 | | | | 0 |
| NNDR B15 | 29,782 | 29,782 | 0 | | | | 0 |
| | 151,932 | 151,932 | 0 | | | | 0 |
| Council Tax & Balances | 56,370 | 55,979 | 391 | | | | 391 |
| Total Funding | 208,302 | 207,911 | 391 | 0 | 0 | 0 | 391 |
| In-year Position | 0 | -9,457 | -9,457 | -7,058 | -1,678 | -721 | 0 |

RESULTING POSITION AT 31/03/2018

| | |
|---------------------------------|--------------|
| School Balances Brought Forward | -1,388 |
| In Year contribution | 7,058 |
| School Balances Carried Forward | <u>5,670</u> |

Earmarked Balances

| | |
|---|--------------|
| Services | |
| Communities and Customers | 310 |
| Education and Children's Service | 0 |
| Business Improvement and Modernisation | 0 |
| Legal, HR and Democratic Services | 88 |
| Finance and Property | 446 |
| Highways, Facilities and Environmental Services | 372 |
| Planning and Public Protection | 462 |
| Community Support Services | 0 |
| Leisure - ADM | 0 |
| Corporate Services | 0 |
| Non-Delegated | 0 |
| Total | <u>1,678</u> |

Budget Mitigation Reserve

| | |
|--------------------------------|--------------|
| Balance Brought Forward | 2,111 |
| In-year Movement | -1,085 |
| Year End Contribution | 721 |
| Balance Carried Forward | <u>1,747</u> |

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Appendix 2 - Summary of Service Commitments & Proposals

| Service: Description of Request for Carry Forward | Requests for Funding £ | Service Total £ |
|---|--|--------------------------------|
| <p>Communities and Customers:</p> <ul style="list-style-type: none"> ➤ Youth Services - To fund delayed work to various Youth Club buildings and furniture for new Rhyl Youth Club ➤ Contact Centre Supervisor contract extension (Waste Services cover 50% to assist roll out) ➤ Website Officer contract extension - to include Youth website development & inclusion on corporate website etc. ➤ New Community Development Team Manager (anticipated start Oct.2021) ➤ New Circular Economy Project Team Leader - match funding ➤ Working Denbighshire - contribution towards possible inherited redundancy costs as grants / projects cease | 190 19 38 30 23 10 | 310 |
| <p>Legal, HR & Democratic Services:</p> <ul style="list-style-type: none"> ➤ EDRMS part time temporary resource for inputting legal documentation - one-off work delayed due to Covid ➤ Registrars Online Booking system (currently in process of tender evaluation - delayed from last year) ➤ Potential exit costs due to minor restructure ➤ Registrars relocation - additional costs for ceremony room to encourage additional income ➤ Consultant/Agency costs Legal and Procurement - to help support high profile projects across the Council | 15 20 25 3 25 | 88 |
| <p>Planning and Public Protection</p> <ul style="list-style-type: none"> ➤ Countryside: additional wardens etc in main tourist areas, agreed contingency as per the approved funding strategy approved for the Destination Management Plan Covid Response ➤ Funding to commission a number of reports/designs/feasibility studies for capital projects to get them over ready. There will be lots of opportunities for us to bid for capital funding (UK Gov and WG) and we need to be ready with developed projects. This will also include some LDP related studies. Some examples are: <ul style="list-style-type: none"> > Town centre/retail assessments > Moel Famau, Loggerheads, Plas Newydd developmental work > LDP – Development Viability Assessment improvements > Bodelwyddan Castle – country park – feasibility study and designs ➤ Purchase of air quality monitoring equipment – the service doesn't have any and recent events have meant that they have had to hire equipment. Potential to hire it out to other LA's also. ➤ Roadside parking improvements at Moel Famau, linked to congestion study and work ➤ Temporary project officer in the service to provide temporary capacity and get unfinished/unstarted projects over the line ➤ New car parking payment machines, providing better payment options (card payment). Revenue also tends to increase when we provide card payment options – 12 new machines ➤ Provision of height barriers at 12 unprotected car parks in the north of the county. This will help to protect the car parks against unauthorised traveller encampments | 100 111 12 80 45 54 60 | 462 |
| <p>Finance and Property:</p> <ul style="list-style-type: none"> ➤ Asset Management - Backlog of R&M work during 2020/21 across the commercial portfolio ➤ Building Maintenance - Maintenance, upkeep and development of our buildings delayed in 2020/2021 but still needs to be carried out - catch up programme already underway | 163 283 | 446 |
| <p>Highways, Facilities and Environmental Services:</p> <ul style="list-style-type: none"> ➤ Public realm: additional street cleansing in main tourist areas, agreed contingency as per the approved funding strategy approved for the Destination Management Plan Covid Response ➤ Highways: to help fund high priority work that we do not have sufficient base budget to deliver ➤ Waste: additional agency costs required due to operational pressures ➤ Streetscene: Trees - additional work required as we identify issues following Ash Dieback inspections ➤ Streetscene: CCTV drainage +C8:C41- Rhuddlan Cemetery & DCC Depots | 100 100 76 83 13 | 372 |
| TOTAL COMMITTED SERVICE BALANCES | | 1678 |

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Primary School Balances

0.5 = Nursery

(Red) = DEFICIT

| Cost Centre | School | Balance as at 31.03.2020 | Balance as at 31.03.2021 | Movement in Year | Total Pupil Nos Sept 2020 | Balance per Pupil | School Budget 2020/2021 | Balance as %age of Budget |
|--------------|--------------------------------|--------------------------|--------------------------|------------------|---------------------------|-------------------|-------------------------|---------------------------|
| 114 | Ysgol Betws Gwerfil Goch | 31,914 | 56,713 | 24,799 | 34 | 1,668 | 233,404 | 24.30% |
| 116 | Ysgol Y Faenol | 43,033 | 109,141 | 66,108 | 142 | 771 | 639,855 | 17.06% |
| 117 | Ysgol Bodfari | (37,347) | (36,901) | 446 | 23 | (1,640) | 226,911 | -16.26% |
| 136 | Ysgol Carrog | 50,265 | 74,140 | 23,875 | 44 | 1,685 | 248,541 | 29.83% |
| 140 | Ysgol Cefn Meiriadog | 17,663 | 35,432 | 17,769 | 50 | 709 | 324,379 | 10.92% |
| 147 | Ysgol Carreg Emlyn | 77,288 | 90,543 | 13,255 | 74 | 1,224 | 401,581 | 22.55% |
| 162 | Ysgol Caer Drewyn | 52,354 | 113,559 | 61,205 | 107 | 1,061 | 505,233 | 22.48% |
| 165 | Ysgol Bro Dyfrdwy | 35,594 | 80,331 | 44,737 | 125 | 643 | 568,829 | 14.12% |
| 168 | Ysgol Y Parc Infants | 27,125 | 127,697 | 100,572 | 183 | 698 | 783,109 | 16.31% |
| 169 | Ysgol Frongoch Juniors | 22,124 | 64,858 | 42,734 | 201 | 323 | 722,568 | 8.98% |
| 172 | Ysgol Twm o'r Nant | 19,769 | 114,621 | 94,852 | 278 | 412 | 1,109,147 | 10.33% |
| 173 | Ysgol Pendref | (132,730) | (70,650) | 62,080 | 127 | (558) | 784,573 | -9.00% |
| 176 | Ysgol Hiraddug | (30,142) | 40,117 | 70,259 | 202 | 199 | 815,525 | 4.92% |
| 196 | Ysgol Gellifor | 41,007 | 34,223 | (6,784) | 42 | 825 | 260,449 | 13.14% |
| 210 | Ysgol Bro Elwern | 40,526 | 82,012 | 41,486 | 49 | 1,691 | 278,628 | 29.43% |
| 219 | Ysgol Henllan | 32,501 | 53,645 | 21,144 | 67 | 801 | 336,120 | 15.96% |
| 247 | Ysgol Bro Famau | 14,286 | 72,964 | 58,678 | 65 | 1,131 | 466,742 | 15.63% |
| 249 | Llanbedr Controlled | 29,705 | 45,858 | 16,153 | 69 | 665 | 294,483 | 15.57% |
| 251 | Ysgol Dyffryn Ial | 3,709 | (6,691) | (10,400) | 52 | (130) | 272,473 | -2.46% |
| 255 | Ysgol Bryn Clwyd | 10,193 | 59,684 | 49,491 | 42 | 1,438 | 266,919 | 22.36% |
| 258 | Ysgol Llanfair D.C. | 668 | 39,436 | 38,768 | 106 | 372 | 484,943 | 8.13% |
| 266 | Ysgol Bryn Collen | 24,898 | 58,346 | 33,448 | 150 | 389 | 637,393 | 9.15% |
| 268 | Ysgol Bro Cinmeirch | 59,779 | 89,098 | 29,319 | 87 | 1,030 | 424,256 | 21.00% |
| 284 | Ysgol Melyd | 21,618 | 44,887 | 23,269 | 135 | 332 | 612,270 | 7.33% |
| 325 | Ysgol Pentrecelyn | (29,418) | (3,356) | 26,062 | 32 | (107) | 236,214 | -1.42% |
| 332 | Ysgol Bodnant Community School | 2,187 | 137,149 | 134,962 | 434 | 316 | 1,615,933 | 8.49% |
| 333 | Clawdd Offa | 149,975 | 299,686 | 149,711 | 330 | 908 | 1,351,598 | 22.17% |
| 336 | Ysgol Penmorfa | 123,233 | 358,316 | 235,083 | 406 | 883 | 1,644,117 | 21.79% |
| 337 | Ysgol Y Llys | 48,106 | 189,174 | 141,068 | 376 | 503 | 1,441,697 | 13.12% |
| 338 | Ysgol Pantpastynog | 11,546 | 46,952 | 35,406 | 71 | 666 | 371,389 | 12.64% |
| 361 | Ysgol Y Castell | (24,525) | 114,961 | 139,486 | 201 | 573 | 841,556 | 13.66% |
| 364 | Ysgol Bryn Hedydd | 6,153 | 201,810 | 195,657 | 446 | 452 | 1,540,236 | 13.10% |
| 365 | Christ Church C.P. | (94,288) | 234,634 | 328,922 | 397 | 592 | 1,878,201 | 12.49% |
| 366 | Ysgol Dewi Sant | 68,764 | 183,012 | 114,248 | 417 | 439 | 1,659,857 | 11.03% |
| 367 | Ysgol Emmanuel | 152,914 | 404,989 | 252,075 | 437 | 927 | 1,803,379 | 22.46% |
| 368 | Ysgol Llywelyn | (23,234) | 343,313 | 366,547 | 665 | 517 | 2,392,003 | 14.35% |
| 373 | Ysgol Borthyn Controlled | (45,045) | 13,490 | 58,535 | 95 | 142 | 506,726 | 2.66% |
| 374 | Rhos St. C.P. | 63,891 | 122,211 | 58,320 | 184 | 666 | 758,177 | 16.12% |
| 375 | Ysgol Penbarras | 10,072 | 127,634 | 117,562 | 269 | 475 | 1,058,235 | 12.06% |
| 390 | St. Asaph Infants V.P. | (3,780) | 61,192 | 64,972 | 80 | 770 | 438,752 | 13.95% |
| 392 | Ysgol Esgob Morgan | 36,887 | 101,193 | 64,306 | 115 | 880 | 477,033 | 21.21% |
| 405 | Ysgol Trefnant Controlled | 4,306 | 60,230 | 55,924 | 86 | 704 | 418,061 | 14.41% |
| 408 | Ysgol Tremeirchion | 15,834 | 57,397 | 41,563 | 67 | 857 | 380,339 | 15.09% |
| 467 | Ysgol Gymraeg Y Gwernant | 5,927 | 51,320 | 45,393 | 138 | 373 | 627,358 | 8.18% |
| TOTAL | | 935,305 | 4,478,369 | 3,543,064 | 7,690 | | 33,139,191 | 13.51% |

Average

582

Secondary School Balances

| Cost Centre | School | Balance as at 31.03.2020 | Balance as at 31.03.2021 | Movement in Year | Total Pupil Nos Sept 2020 | Balance per Pupil | School Budget 2020/2021 | Balance as %age of Budget |
|--------------|-----------------------|--------------------------|--------------------------|------------------|---------------------------|-------------------|-------------------------|---------------------------|
| 513 | Denbigh High School | (694,559) | (457,075) | 237,484 | 507 | (902) | 3,207,113 | -14.25% |
| 527 | Ysgol Dinas Bran | 90,061 | 715,922 | 625,861 | 1,099 | 651 | 5,946,828 | 12.04% |
| 537 | Prestatyn High School | (952,314) | (391,944) | 560,370 | 1,448 | (271) | 7,311,412 | -5.36% |
| 541 | Rhyl High School | (194,903) | 474,419 | 669,322 | 1,184 | 401 | 6,218,609 | 7.63% |
| 549 | Ysgol Brynhyfryd | (163,624) | 465,238 | 628,862 | 1,020 | 456 | 5,858,688 | 7.94% |
| 553 | Ysgol Glan Clwyd | 144,894 | 499,539 | 354,645 | 1,045 | 478 | 5,699,879 | 8.76% |
| TOTAL | | (1,770,445) | 1,306,100 | 3,076,545 | 6,303 | | 34,242,528 | 3.81% |

Average 207

Special School Balances

| Cost Centre | School | Balance as at 31.03.2020 | Balance as at 31.03.2021 | Movement in Year | Total Pupil Nos Sept 2020 | Balance per Pupil | School Budget 2020/2021 | Balance as %age of Budget |
|--------------|------------------------|--------------------------|--------------------------|------------------|---------------------------|-------------------|-------------------------|---------------------------|
| 619 | Ysgol Plas Brondyffryn | 77,006 | 144,206 | 67,200 | 140 | 1,030 | 3,294,622 | 4.38% |
| 655 | Ysgol Tir Morfa | 198,132 | 432,856 | 234,724 | 137 | 3,171 | 2,387,881 | 18.13% |
| TOTAL | | 275,138 | 577,062 | 301,925 | 277 | | 5,682,504 | 10.16% |

Average 2,087

Middle School Balances

| Cost Centre | School | Balance as at 31.03.2020 | Balance as at 31.03.2021 | Movement in Year | Total Pupil Nos Sept 2020 | Balance per Pupil | School Budget 2020/2021 | Balance as %age of Budget |
|--------------|-----------------|--------------------------|--------------------------|------------------|---------------------------|-------------------|-------------------------|---------------------------|
| 790 | St. Brigid's | (417,474) | (266,243) | 151,231 | 491 | (543) | 2,499,434 | -10.65% |
| 795 | Christ the Word | (410,112) | (425,669) | (15,557) | 757 | (563) | 3,208,889 | -13.27% |
| TOTAL | | (827,586) | (691,912) | 135,674 | 1,247 | | 5,708,323 | -12.12% |

Average (555)

| | | | | | | | | |
|--------------------------|--|--------------------|------------------|------------------|---------------|--|-------------------|--------------|
| TOTAL ALL SCHOOLS | | (1,387,588) | 5,669,620 | 7,057,208 | 15,516 | | 78,772,547 | 7.20% |
|--------------------------|--|--------------------|------------------|------------------|---------------|--|-------------------|--------------|

Average balance per pupil - all schools

Average 365

| Transfers to/from Earmarked Reserves | Balance at 31/03/2019 £000 | Transfers Out 2019/20 £000 | Transfers In 2019/20 £000 | Balance at 31/03/2020 £000 |
|---|----------------------------------|----------------------------------|---------------------------------|----------------------------------|
| Schools | | | | |
| School Balances | 1,388 | 32 | (7,090) | (5,670) |
| Schools Financial Resilience | (300) | 0 | 0 | (300) |
| Schools IT Network Development | (13) | 7 | (59) | (65) |
| ALN Reforms | (554) | 140 | 0 | (414) |
| NW Schools Framework | (10) | 10 | (21) | (21) |
| Free School Meals | (150) | 0 | 0 | (150) |
| Grant & Capital Related | | | | |
| Capital Schemes | (9,975) | 2,581 | (4,659) | (12,053) |
| Planning Delivery for Wales | (195) | 0 | (250) | (445) |
| Sustainable Waste Management | (192) | 192 | 0 | 0 |
| Revenue Grants Unapplied | (745) | 180 | (684) | (1,249) |
| External Funding Administration | (142) | 26 | 0 | (116) |
| Modified Loan Reserve | (4,612) | 60 | 0 | (4,552) |
| Legal Obligations/Commitments | | | | |
| Town & County Planning Act (s.106) Requirements | (1,160) | 17 | 0 | (1,143) |
| CESI Pooled Budget | (15) | 0 | (30) | (45) |
| Coroner | (272) | 30 | (27) | (269) |
| Social Care | | | | |
| Adult Social Care Reserve | 0 | 0 | (399) | (399) |
| Social Care Amenity Fund | (14) | 0 | 0 | (14) |
| Modernising Social Care | (212) | 0 | 0 | (212) |
| Health & Social Care Support Workers | (46) | 3 | 0 | (43) |
| Social Care in Partnership | (11) | 1 | 0 | (10) |
| Social Service Improvement Agency | (116) | 0 | 0 | (116) |
| Safeguarding Business Unit | (111) | 0 | (33) | (144) |
| Delivering Transformation | (454) | 202 | 0 | (252) |
| Regional Commissioning Team | (66) | 0 | (62) | (128) |
| Service & Corporate | | | | |
| Environmental Services | (139) | 0 | 0 | (139) |
| Modernising Education | (122) | 0 | 0 | (122) |
| Ruthin Gaol Heritage Projects | 0 | 0 | (104) | (104) |
| Leisure Strategy | (122) | 122 | 0 | 0 |
| Working Denbighshire | 0 | 0 | (14) | (14) |
| Carbon Zero Project | 0 | 133 | (200) | (67) |
| Insurance Fund | (1,280) | 325 | 0 | (955) |
| Major Events Reserve | (113) | 0 | (3) | (116) |
| New Ways of Working | 0 | 0 | (59) | (59) |
| Elections | (122) | 0 | (26) | (148) |
| Risk Management Fund | (502) | 0 | (19) | (521) |
| IT Networks Development | (722) | 104 | (189) | (807) |
| Ash Die-back | 0 | 52 | (200) | (148) |
| Destination Managed Project | 0 | 0 | (200) | (200) |
| IT Systems Development (EDRMS) | (69) | 0 | 0 | (69) |
| ECA Board | (141) | 0 | (64) | (205) |
| Severe Weather (incorporating Winter Maintenance) | (438) | 0 | 0 | (438) |
| LDP Future Costs | (163) | 0 | (25) | (188) |
| Design & Development | (120) | 0 | 0 | (120) |
| Area Member Reserve | (15) | 0 | 0 | (15) |

APPENDIX 4

| Transfers to/from Earmarked Reserves | Balance at 31/03/2019 £000 | Transfers Out 2019/20 £000 | Transfers In 2019/20 £000 | Balance at 31/03/2020 £000 |
|---|---|---|--|---|
| Superannuation Recovery | (2,630) | 0 | 0 | (2,630) |
| Training Collaboration | (30) | 0 | 0 | (30) |
| Finance & Legal Reserves | (194) | 0 | 0 | (194) |
| Signing Schemes | (14) | 0 | (32) | (46) |
| Pont y Ddraig Bridge | (50) | 0 | (25) | (75) |
| 2017 Corporate Priorities | (968) | 415 | (589) | (1,142) |
| Resident Survey | (38) | 0 | 0 | (38) |
| Revenues & Benefits | (464) | 144 | (418) | (738) |
| Budget Mitigation | (2,111) | 1,085 | (721) | (1,747) |
| Facilities | (184) | 0 | 0 | (184) |
| Picturesque Project | (152) | 0 | 0 | (152) |
| Rhyl Regeneration | (9) | 0 | (37) | (46) |
| Travelodge | (18) | 0 | (41) | (59) |
| Growth Bid | (50) | 0 | 0 | (50) |
| Leadership Development | (8) | 0 | (4) | (12) |
| Total | (28,965) | 5,861 | (16,284) | (39,388) |

Cabinet Forward Work Plan

| Meeting | Item (description / title) | | Purpose of report | Cabinet Decision required (yes/no) | Author – Lead member and contact officer |
|----------------|----------------------------|--|---|------------------------------------|---|
| 29 June | 1 | Annual Performance Review | To consider the Annual Performance Review | Tbc | Councillor Julian Thompson-Hill / Iolo McGregor |
| | 2 | Replacement LDP revised Delivery Agreement and Covid Impact Assessment | To seek Cabinet approval for revisions to the Replacement LDP Delivery Agreement and accompanying Covid19 impact assessment for submission to Welsh Government | Yes | Councillor Mark Young / Angela Loftus |
| | 3 | Replacement LDP - Report back on Preferred Strategy consultation | To report back on the responses to the Replacement LDP Preferred Strategy consultation and seek approval for subsequent proposed amendments to the Preferred Strategy | Yes | Councillor Mark Young / Angela Loftus |
| | 4 | Finance Report | To update Cabinet on the current financial position of the Council | Tbc | Councillor Julian Thompson-Hill / Steve Gadd |
| | 5 | 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 |
|----------------|----------------------------|--------------------------------|--|------------------------------------|--|
| 27 July | 1 | Queen’s Buildings Rhyl Project | To seek approval to award a contract for the delivery of Phase 1 of the Queens Building Rhyl | Yes | Councillor Hugh Evans / Russell Vaughan |
| | 2 | Llangollen 2020 | To seek approval for proceeding with the Llangollen 2020 project. | Yes | Councillor Brian Jones / Mike Jones |
| | 3 | Finance Report | To update Cabinet on the current financial position of the Council | Tbc | Councillor Julian Thompson-Hill / Steve Gadd |
| | 4 | Items from Scrutiny Committees | To consider any issues raised by Scrutiny for Cabinet’s attention | Tbc | Scrutiny Coordinator |
| | | | | | |
| 21 Sept | 1 | Finance Report | To update Cabinet on the current financial position of the Council | Tbc | Councillor Julian Thompson-Hill / Steve Gadd |
| | 2 | Items from Scrutiny Committees | To consider any issues raised by Scrutiny for Cabinet’s attention | Tbc | Scrutiny Coordinator |
| | | | | | |
| 19 Oct | 1 | Finance Report | To update Cabinet on the current financial position of the Council | Tbc | Councillor Julian Thompson-Hill / Steve Gadd |

Cabinet Forward Work Plan

| Meeting | Item (description / title) | | Purpose of report | Cabinet Decision required (yes/no) | Author – Lead member and contact officer |
|---------------|----------------------------|---|--|------------------------------------|---|
| | 2 | Items from Scrutiny Committees | To consider any issues raised by Scrutiny for Cabinet's attention | Tbc | Scrutiny Coordinator |
| 23 Nov | 1 | Corporate Plan Update: July to September 2021 | To monitor the Council's progress in delivering the Corporate Plan 2017 – 2022 | Tbc | Councillor Julian Thompson-Hill / Iolo McGregor |
| | 2 | Finance Report | To update Cabinet on the current financial position of the Council | Tbc | Councillor Julian Thompson-Hill / Steve Gadd |
| | 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> | Deadline | <i>Meeting</i> | Deadline | <i>Meeting</i> | Deadline |
|----------------|-----------------|----------------|-----------------|------------------|--------------------|
| | | | | | |
| <i>June</i> | 15 June | <i>July</i> | 13 July | <i>September</i> | 7 September |

Updated 14/05/2021 - KEJ

Cabinet Forward Work Programme.doc

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