



**REGENERATION AND SUSTAINABLE DEVELOPMENT CABINET  
BOARD**

**IMMEDIATELY FOLLOWING REGENERATION AND SUSTAINABLE  
DEVELOPMENT SCRUTINY COMMITTEE  
FRIDAY, 11 MARCH 2022**

**REMOTELY VIA TEAMS**

**ALL MOBILE TELEPHONES TO BE SWITCHED TO SILENT FOR THE  
DURATION OF THE MEETING**

**PART 1**

1. Appointment of Chairperson
2. Welcome and Roll Call
3. Chair's Announcements
4. Declarations of Interest
5. Minutes of Previous Meeting (*Pages 3 - 10*)
6. Forward Work Programme 2021/22
7. Environment Update Report (*Pages 11 - 30*)
8. Neath Port Talbot Led Swansea Bay City Deal Projects Funding Agreements (*Pages 31 - 122*)
9. Substance Misuse Action Fund: Grant Agreements (*Pages 123 - 140*)

10. Commercial Property Grant - 11 Wern Road, Ystalyfera (*Pages 141 - 152*)
11. Quarter 3 Performance Indicators 2021/22 (*Pages 153 - 166*)
12. Audit Wales National Study – Regenerating Town Centres in Wales (*Pages 167 - 230*)
13. Extinguishment Order (Footpath) - Blaenhondden (*Pages 231 - 242*)
14. Creation Order (Footpath) - Blaenhondden (*Pages 243 - 254*)
15. Urgent Items  
Any urgent items (whether public or exempt) at the discretion of the Chairman pursuant to Statutory Instrument 2001 No 2290 (as amended).
16. Access to Meetings  
To resolve to exclude the public for the following items pursuant to Regulation 4(3) and (5) of Statutory Instrument 2001 No. 2290 and the relevant exempt paragraphs of Part 4 of Schedule 12A to the Local Government Act 1972.

## **PART 2**

17. Port Talbot Peripheral Distributor Road Phase 2 – Associated British Ports, Port Talbot  
(Exempt under Paragraph 14) (*Pages 255 - 270*)

**K.Jones**  
**Chief Executive**

**Civic Centre**  
**Port Talbot**

**4 March 2022**

**Regeneration and Sustainable Development Cabinet Board**  
**Members:**

Councillors. L.Jones and A.Wingrave

**EXECUTIVE DECISION RECORD**

**25 FEBRUARY 2022**

**REGENERATION AND SUSTAINABLE DEVELOPMENT CABINET  
BOARD**

**Cabinet Members:**

Councillors: L.Jones and A.Wingrave (Chairperson)

**Officers in Attendance:**

C.Morris, S.Brennan, A.Collins, C.Davies and T.Davies

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1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Councillor A.Wingrave be appointed Chairperson for the meeting.

2. **WELCOME AND ROLL CALL**

The Chair welcomed all to the meeting and a roll call was taken.

3. **CHAIR'S ANNOUNCEMENTS**

There were none.

4. **MINUTES OF PREVIOUS MEETING**

Noted by the Committee.

5. **FORWARD WORK PROGRAMME 2021/22**

**Decision:**

That the Forward Work Programme be noted.

6. **ECONOMIC RECOVERY PLANS**

**Decision:**

Having had due regard to the first stage of the Integrated Impact Assessment, adoption of the following documents, as detailed in the circulated report, be approved:

- South West Wales Regional Economic Delivery Plan
- Welsh Government's Regional Economic Framework
- Neath Port Talbot's Economic Recovery Plan

**Reason for Decision:**

To form the basis of planning for the economic recovery from the pandemic and other influences, and provide a roadmap for the future prosperity and economic development of the Borough and the wider region, in line with the Council's Corporate Plan – Recover, Reset, Renew, Well Being Objective 4 Jobs and Skills across the area are improved.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ends on Tuesday, 1 March 2022 at 9.00am. There was no call in of this item.

**Consultation:**

This item has been subject to external consultation.



## 7. **SOUTH WEST WALES REGIONAL ENERGY STRATEGY**

### **Decisions:**

1. That the South West Wales Regional Energy Strategy, as detailed at Appendix 1 to the circulated report, be approved, and preparatory work on the action plan be commenced.
2. That the South West Wales Energy Core Group, a sub-group of the Regional Directors' forum from the four Local Authorities (Neath Port Talbot, Swansea, Carmarthenshire and Pembrokeshire) work together to develop and agree regional governance arrangements, for the preparation of a South West Wales Energy Strategy Delivery Plan, and that a report be brought back to Members for approval of The Plan, once completed.

### **Reason for Decisions:**

To invite Members to provide feedback on the strategy, which will assist the development and implementation of the strategy's action plan. The current strategy provides a high-level vision, priority areas, energy modelling and economic analysis which shall inform the development of the proposed action plan.

### **Implementation of Decision:**

The decision will be implemented after the three day call in period, which ends on Tuesday, 1 March 2022 at 9.00am. There was no call in of this item.

## 8. **WATERFALL COUNTRY PARK AND RIDE EVALUATION**

### **Decision:**

Having had due regard to the first stage Integrated Impact Assessment, Option 2, as detailed within the circulated report, be approved - to extend the Waterfall Country Park and Ride Pilot project to run from Lancaster Close Car Park on Saturdays, Sundays and Bank Holiday Monday, for the school summer holidays of 2022 and 2023.

**Reason for Decision:**

To improve the quality of life of local residents and improve the visitor experience within Waterfall Country.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ends on Tuesday, 1 March 2022 at 9.00am. There was no call in of this item.

**Consultation:**

This item has been subject to external consultation.

9. **URGENT ITEMS**

None were received.

10. **ACCESS TO MEETINGS**

**RESOLVED:** That pursuant to Regulation 4(3) and (5) of Statutory Instrument 2001 No. 2290, the public be excluded for the following items of business which involved the likely disclosure of exempt information as defined in Paragraph 14 of Part 4 of Schedule 12A to the Local Government Act 1972.

11. **WATERFALL COUNTRY OPTIONS APPRAISAL**

**Decisions:**

1. That having had due regard to the first stage Integrated Impact Assessment, the options contained within Appendix 1 to the circulated report (Lower Pontneddfechan Spatial Planning' document), be approved, to enable officers to fully scope out the project.
2. The Head of Property and Regeneration be given delegated authority to approach the local landowner, in order to establish their

willingness to enter into negotiation with Neath Port Talbot Council (NPTCBC) for the acquisition of land at Pontneddfechan.

**Reason for Decisions:**

To ensure the ongoing sustainability of Waterfall Country as a visitor destination, and to relieve the pressures created by visitors to improve the quality of life of local residents, and improve the visitor experience within Waterfall Country.

**Implementation of Decisions:**

The decisions will be implemented after the three day call in period which ends on Tuesday 1 March 2022, at 9.00am.

**Consultation:**

This item will be subject to external consultation.

12. **ALLTWEN RUGBY FOOTBALL CLUB**

**Decision:**

That having had due regard to the Integrated Impact Screening Assessment the terms and conditions for the surrender of the existing lease of Alltwen Rugby Football Club, and grant of the new lease, on the terms set out in the private, circulated report, be approved.

**Reason for Decision:**

To allow the facility to continue to be used as a rugby playing field and changing rooms for the benefit of the tenants and wider local community.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ends on Tuesday 1 March 2022, at 9.00am. There was no call in of this item.

13. **ASTROTURF PITCH ADJOINING CYMMER AFAN SPORTS HALL**

**Decision:**

That having had due regard to the Integrated Impact Screening Assessment, the terms and conditions for the grant of the lease and operating agreement of the Astro turf Pitch adjoining Cymmer Afan Sports Hall in proximity of Afan Primary School, Cymmer, Port Talbot, on the terms set out in the private, circulated report, be agreed.

**Reason for Decision:**

To allow the premises to continue to be used as an Astro Turf for the benefit of the local community.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ends on Tuesday 1 March 2022, at 9.00am. There was no call in of this item.

14. **BURROWS YARD**

**Decision:**

That having had due regard to the Integrated Impact Screening Assessment, the Head of Property and Regeneration be granted delegated authority, to remove from the proposed sale contract, the requirement that the Purchaser must find a suitable operator for its existing store within 12 months of a satisfactory planning permission on the Burrows Yard site.

**Reason for Decision:**

To enable the sale of a surplus property and attain a capital receipt.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ends on Tuesday 1 March 2022, at 9.00am. There was no call in of this item.

15. **THE METAL BOX, NEATH**

**Decision:**

That having had due regard to the Integrated Impact Screening Assessment, Rule 11 of the Council's Contract Procedure Rules be excluded, and the Head of Property and Regeneration be given delegated authority to appoint the contractor detailed within the private, circulated report, to undertake works to the Metal Box, and an agreement be entered into with the same contractor to facilitate this.

**Reason for Decision:**

To enable essential works to be undertaken at the Metal Box.

**Implementation of Decision:**

The decision will be implemented after the three day call in period which ends on Tuesday 1 March 2022, 9.00am. There was no call in of this item.

**CHAIRPERSON**

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Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

### **REGENERATION AND SUSTAINABLE DEVELOPMENT CABINET BOARD**

**11 March 2022**

***Report of the Director of Environment and Regeneration***  
Nicola Pearce

#### **Matter for Information**

**Wards Affected:** *All Wards*

#### **Environment Service Report**

#### **Purpose of Report**

- 1 To advise Members of the extensive work programme which is being delivered during the Pandemic by the Environment and Regeneration Directorate. This work not only relates to the responsive work undertaken to manage the spread of the Covid-19 virus, but also the extensive business as usual activities which have been delivered despite the pandemic.

#### **Executive Summary**

- 2 In early 2020, the Covid-19 virus which was first identified in the Far East started spreading, resulting in the start of the pandemic which still grips the world. In March 2020, it was clearly evident that the spread of the Covid-19 virus was having a serious impact upon the health and wellbeing of UK citizens resulting in the UK Government,

together with devolved nations, taking unprecedented action and locking down the country.

- 3 Many measures were put in place at the time to mitigate the impacts of the virus and protect the public. A large number of those responsibilities were placed upon local authorities, who have continued to perform well throughout the duration of the pandemic. This report gives a very brief summary of the work undertaken in response to covid-19 but primarily concentrates on the work undertaken by the Environment and Regeneration Directorate during the pandemic.

## **Background**

- 4 When Covid-19 case numbers started escalating within the UK a number of additional support measures were required to be put in place. The Environment and Regeneration Directorate led on many of these and include the following non exhaustive list: The design, commissioning and supervision of the construction of the Llandarcy Field hospital and its subsequent decommissioning; the establishment of a highly successful Test, Trace and Protect (TTP) service which has operated with partners at a local and regional level and was recently commended nationally as the team who has provided the most mutual aid to others when they were experiencing high case numbers; the creation of a Covid Enforcement team which has worked closely with our TTP, Environmental Health and Licencing teams respectively to ensure appropriate control measures are in place across a range of commercial and licensed premises; alongside the establishment and operation of a food distribution hub which supported those who were shielding from the virus; the implementation of health and safety measures, including for a limited time, the provision of town centre rangers to enable the public to safely access town centre facilities; and the distribution of grant money together with general support and advice to businesses who were struggling during the pandemic.
- 5 In addition to these emergency response measures, which resulted in the re-deployment of a large number of staff away from their substantive posts, the Environment and Regeneration Directorate has continued to deliver significant projects. This report gives a very brief summary of the work which has been undertaken across the Directorate.



## Cross Cutting Work

- 6 Prior to the Pandemic, the Environment and Regeneration Directorate prepared and published the council's Decarbonisation and Renewable Energy (DARE) Strategy. Whilst authored by this Directorate it is a corporate document and the objectives of the strategy should be owned corporately. In order to achieve the very ambitious 'Net Zero Carbon' Government targets, our behaviour and the way we manage and utilise our assets must change. We are currently in the process of revising the action plan which is appended to this strategy to identify the new work streams which we need to pursue in order to achieve those targets. We are also undertaking a gap analysis to identify how we can deliver net zero carbon by 2030, which is a huge task. Whilst these work streams will be far reaching, we have already started to plan the roll out of low emission vehicles within our fleet together with the installation of charging infrastructure at council buildings. Whilst the majority of this infrastructure will be co-located with our fleet at the Quays/SRC, infrastructure on a smaller scale is also going to be rolled out at the two civic centres and at Tregellis Court.
- 7 Officers within the Directorate are also leading on two decarbonisation and renewable energy projects proposed under the city deal portfolio. Both projects will help us achieve these decarbonisation objectives and are of national importance. There will be more detail on these projects within this report.
- 8 Officers across the Directorate have also been instrumental to the emergency response and associated recovery work following the underground mine blow out and associated flooding which took place in Skewen in January 2021. Significant numbers of people were evacuated as a consequence of that emergency, with staff from this Directorate assisting our partners within the emergency services in that evacuation effort. Since that date, officers have undertaken clean-up work of the highway network and public realm; provided health protection advice to affected residents; supported Coal Authority workers by installing temporary drainage to enable the clean-up operation to commence; assisted residents in removing damaged goods from their properties; removed damaged trees; facilitated the provision of temporary traffic management to ensure that the highway diversion is as safe as possible for highway users; and they also continue to support the Coal Authority in designing and delivering a permanent mine water drainage system. The Coal

Authority have indicated on multiple occasions that our staff are some of the best that they have ever dealt with who have gone out of their way to support them to deliver the best outcomes for the affected community. This glowing feedback is an excellent reflection of the efforts of all staff involved in the Skewen emergency.

- 9 Whilst we are delivering services and responding to emergencies it must be noted that the Directorate are carrying more risks than ever before. A combination of the loss of skilled and experienced staff, Brexit and the pandemic has increased the risks associated with delivering our capital projects. As a consequence, a senior management projects team has been established within the Directorate together with a milestone spreadsheet which identifies all of the major schemes we are currently delivering and their progress to date. This multidisciplinary approach and the sharing of progress on key projects helps us to manage the risk to a greater extent.
- 10 In addition to the above we are also looking to invest additional resources in key areas within the Directorate where staff shortages have been most felt. All of these re-structures will help us to rebuild resilience and maximise the likelihood of securing external funding.

## **Planning and Public Protection**

- 11 Work has continued on the collection and analysis of evidence required to support the review of the Local Development Plan. The Directorate has submitted its Delivery Agreement to the Welsh Government which outlines our intended community involvement and the key timescales associated with the review process.
- 12 Officers have also engaged with their colleagues across the region to identify the scope of and issues to be considered within the region's first Strategic Development Plan (SDP). This plan will cover the South West Wales region and will identify our strategic land use needs including transport, energy and potentially regional employment land.
- 13 The Active Travel officer has undertaken a comprehensive consultation on the Active Travel Network Maps. Incentives were used as part of this consultation to encourage public participation and engagement. These maps will inform future Active Travel funding bids which will enable us to prioritise routes for investment and in turn maximise the number of people using active travel as opposed to private vehicular transport.

- 14 Work has commenced to recruit and train a team of ecologists funded by the Heritage Lottery Fund, to reclaim areas of lost peatland and maximise both the biodiversity benefits as well as those associated with carbon capture and retention. This will be one of the largest such initiatives in the UK and is being supported by a number of partners. It will also contribute towards the Net Zero Carbon agenda.
- 15 A number of national initiatives have continued to be delivered by the Trading Standards service to protect our communities. These include Rogue Trader events, call blocker advice, Real Deal Markets, Buy with confidence, child safety week, scams awareness and many more.
- 16 Despite redeploying many of our Environmental Health Officers to the Regional TTP team, the limited number of staff that remain within the service have continued to deliver many services including the food hygiene service by prioritising the inspection of high risk premises and responding to enforcement complaints. They have also continued to respond to complaints on air quality, noise, contaminated land, rogue landlords, health and safety, empty properties and other housing related issues which includes the re-establishment of a Private rented Landlords Forum. Work has also continued to address the health and safety of residents within Cyfyng Rd, Ystalyfera who have been affected by a landslide to the rear which has affected the stability of their properties. There will be more detail on this later in the report.
- 17 Officers within the Development Management Service have continued to determine planning applications as efficiently as restrictions allow and as a consequence support the construction industry and our council's ambitious regeneration aspirations throughout the duration of the pandemic. They have also worked with colleagues in the wider Directorate together with colleagues in Welsh Government and Powys to enable the delivery of the Global Centre of Rail Excellence (GCRE). This project is a multimillion pound scheme which seeks to transform a former open cast mine and associated rail head and washery into a facility which will test electrical rail stock. This facility, at this scale, will be the first of its kind in the UK which is currently reliant on testing facilities within mainland Europe. This scheme will therefore contribute towards the decarbonisation of the rail industry, create well paid jobs for our citizens and will also link into our wider decarbonisation agenda as

currently illustrated within our DARE strategy and our City Deal Projects. Outline planning permission was granted for the scheme on the 27<sup>th</sup> July 2021 and work has already commenced on the preparing the Reserved Matters submission.

- 18 After an initial delay while funders and a new project delivery company were secured, the Afan Valley Adventure Resort has secured a resolution of approval from our Planning Committee subject to the signing of a S106 agreement. We have been engaging with that company to ensure that the Afan valley and the wider county borough, benefits from the opportunities which can flow from this multi million pound investment. It is anticipated that the S106 will be signed shortly after which the permission will be issued. Work will then commence on the detailed design of the scheme.
- 19 Officers are currently experiencing a lot of interest from renewable energy companies wishing to construct major on shore wind farm schemes. Whilst these are considered to be Developments of National Significance (DNS), which are considered by the Planning Inspectorate (PINs), the council are still required to give advice to proposed developers, in addition to preparing a Local Impact Report (LIR) which is required to be submitted to PINs. One such scheme is that currently proposed close to Bryn and above Margam. This scheme proposes turbines approximately 250m in height, which would make them the largest on-shore turbines in the UK. There are only two buildings in the UK which would exceed their height and they are the Shard which stands at 310 metres in height while another London building at 22 Bishopsgate rises to a height of 278 metres. As you would expect, there has been a lot of public opposition to this development from communities within Neath Port Talbot and within the neighbouring council of Bridgend.
- 20 Officers continue to work with developers to secure the recommencement of work at Coed Darcy. This sustainable urban village was initially planned to accommodate up to 4000 residential homes however geological issues and infrastructure costs have resulted in a revision of their scheme which is anticipated to be smaller than originally intended. Nevertheless it will still deliver a significant number of new build homes which are needed to address our growing population and associated housing need.
- 21 Officers are also in early discussion with developers seeking to pursue a number of large scale development opportunities in and

around the Harbourside area in Port Talbot. If these schemes come in they will potentially put Port Talbot on the map as a hub of activity relating to the decarbonisation and renewable energy sector. They will also result in the availability of more well paid fulfilling jobs. Given the scale of the number of quite complex jobs coming in together with the number of existing vacancies within the planning service there is a clear need to employ additional staff. A recruitment campaign is currently being pursued to maximise our ability to secure experienced, skilled staff.

- 22 Despite being short of staff and struggling to continue to operate in the field, our Building Control team have continued to work with developers and builders to ensure that new developments are delivered in compliance with all approved building regulations. This has been particularly difficult given the health and safety implications associated with Covid-19 and the need to ensure that all staff are trained to level 5 in the emerging new legislative regime. This has required a major commitment from our team who have had to juggle major projects whilst committing time to studying.

### **Property and Regeneration**

- 23 As the Pandemic was taking hold our colleagues within the Tourism team were about to launch a new Destination Brand/ Marketing strategy for Neath Port Talbot. Due to concerns about mass gatherings at our tourist destinations and the need to ensure social distancing is maintained, this launch was initially delayed until the Autumn. We have now launched with the intention of encouraging sustainable tourism within NPT.
- 24 In addition to the destination branding for tourism, our Business team have been developing their own campaign to place NPT front and centre of inward investment decisions. This campaign will be supported by the regional Economic Development Strategy and the associated local Economic Development Plan, both of which are currently being drafted but nearing completion.
- 25 The Tourism team secured a major grant award for investment within the Afan Forest Park. This involves the construction of a new purpose built children's play area together with a major refurbishment of the toilet facilities and installation of EV charging infrastructure. Such investment will improve the tourism facilities currently available for visitors to the Afan Valley.

- 26 We have a number of tourist destinations within and on the borders of the county borough, with one such destination being our Waterfall Country. Whilst there are a number of beautiful waterfalls across Neath Port Talbot, large volumes of people continue to flock to the Pontneddfechan falls. Whilst it's wonderful that our local assets are appreciated, this does have undesirable consequences to traffic flows. Residents and visitors have for some time experienced traffic congestion within the area from increased visitor pressures with many visitors parking on the pavements and causing a danger to pedestrians. In order to combat this, our tourism team, in partnership with Brecon Beacons National Park and Powys County Council, have secured a bespoke Park and Ride facility, whereby visitors safely park within an existing car park in Glynneath and catch a free bus to the water fall area. This facility was trialled this year and early feedback suggests that there were insufficient users to run this service on a cost recovery basis in future years.
- 27 Investment and improvements to our tourism facilities has not been restricted to our valley communities. Two new facilities have been funded, designed and delivered in the run up to the summer along Aberavon coastline. The outdoor gym officially opened on the 21<sup>st</sup> June while the new Aquasplash facility was opened on the 5<sup>th</sup> July, both have been well received by the public.
- 28 Turning to the City Deal, our Directorate have been leading on the regional project entitled 'Homes as Power Stations'. The scheme has secured an investment of £15m to enable the construction of 3300 new homes where renewable energy technology is embedded into the fabric of the building, with 7000 existing properties being retrofitted with renewable energy devices to drive down the cost and carbon footprint of domestic energy. Whilst this investment is limited, it is projected to lever in £490m from the private and public sector resulting in an overall investment across the region of £505m. In addition to this, the project will develop a knowledge sharing platform and will secure the development of a supply chain to support the delivery of low carbon homes at scale within the region. A very detailed Business case has been prepared and has been independently assessed via a WG gateway review panel. The proposal has also been scrutinised by UK Govt and WG officials and has been presented to the Under Secretary of State for Wales, David T C Davies. Following this very thorough process we received confirmation on the 13<sup>th</sup> July 2021 that both the UK and Welsh

Government had approved our business case and we could move the project forward. Since approval was secured we have appointed a project manager who will drive the project forward.

- 29 Another City deal which is focused on Neath Port Talbot, is our Supporting Innovation and Low Carbon Growth programme which comprises of 7 separate but linked projects. All of the projects are aimed at developing the RD&I around renewable energy and decarbonisation ensuring that NPT is the focus for business growth in this sector. We have progressed at risk with the development of the Technology Centre which is an energy positive building accommodating both office and laboratory floor space for businesses involved in renewable energy and low carbon technology. We are also about to commence pre-engagement events with operators/potential occupiers of our Advanced Manufacturing Facility which will be based on the concept of the AMRC facilities which have been successful in Coventry and Ellesmere Port. This project has undergone the same level of scrutiny as the HaPS project and we secured confirmation of funding of £47.5m y both Governments on the 20<sup>th</sup> August 2021. This investment is projected to lever in a further £51m of private and public sector investment, which will comprise of £11m of direct leverage and £40m of research funding. The overall investment from this project is therefore projected to be £98.5m. As was the case with the HaPS project a presentation was delivered to the Under Secretary of State for Wales and he also undertook a fact finding visit on the 8<sup>th</sup> July 2021 which was supported by a number of staff within the Directorate.
- 30 Since the UK withdrew from the EU, the UK Government has given reassurance that the EU funds which we previously benefitted from would be replaced with improved funding opportunities. The replacement fund is known as the Shared Prosperity Fund (SPF) and the precursor to this are the Levelling up and Community Renewal Funds (CRF). These funds were first referred to within the Spending Review in March 2021 with detailed, deliverable and economically positive bids needing to be submitted within a very tight timescale. These bids also involved stakeholder engagement and required endorsement by the constituent MPs. The responsibility for publicising and managing the CRF rested primarily with the Strategic funding team with support by others across the council. Others within the service area were also able to submit detailed bids to this revenue fund. The tight timescales associated with managing this process were taxing, especially given that it was operating simultaneous to

the Levelling Up Fund. As part of the latter funding opportunity, officers within the strategic Funding team compiled a programme of projects for the two parliamentary constituencies within NPT. These projects when combined totalled a bid of £11,189,062 with a private sector investment of £5,748,311. Unfortunately and despite the best efforts of the officers involved in compiling the detailed bids, we were unsuccessful in securing a successful outcome from the levelling up fund. Officers are currently focusing on shortlisting project ideas for the second round of Levelling Up Funds which we anticipate will be launched in the Spring of 2022. Despite this disappointment we were successful in securing 6 out of our 7 bids to the Community Renewal Fund and officers are currently progressing with the delivery of these projects. The total value of those bids amounts to £2,365,073

- 31 In terms of other regeneration schemes, work continues to be delivered on the Plaza development in Port Talbot with an anticipated completion date of January 2022. This will deliver a mixed used development comprising offices, community space and health and wellbeing facilities. In Neath, work is also underway to deliver the refurbished listed building at 8 Wind Street which will deliver employability and shared working space. It is anticipated to be available for occupation in August 2021. The major redevelopment of the site adjacent to Wilko is under construction and will deliver a mix of retail, community and leisure uses which will in turn encourage families into the town centre which should increase footfall within the town centre. This scheme is due for completion in June 2022. We are also working with partners to deliver the re-development of our site to the rear of the Boots loading/delivery yard which again will deliver a mix of retail and residential properties.
- 32 The service is not only responsible for delivering regeneration projects but is also supporting colleagues across the council to deliver their objectives including the 21<sup>st</sup> Century Strategic Schools Improvement Programme. To this end, our architects have recently completed the construction of a state of the art replacement secondary school at Cefn Saeson. They are also facilitating the provision of child care units at a variety of locations across the county borough including Waunceirch, Blaendulais, Rhos and Cwmafan. Improvements to a large number of other existing schools are also being planned/undertaken. Such works range from WC refurbishments up to the provision of additional teaching blocks. Work is not restricted to educational facilities and encompasses other council



owned assets including Margam Orangery and Hillside. The architects within the service are involved in these developments from inception to completion and are held in high regard by the construction industry as well as internal colleagues.

- 33 Whilst these projects are under construction, preliminary work relating to land assembly and scheme design has commenced for the delivery of the Neath transport hub. The timetable associated with this work is reliant upon land assembly negotiations. Whilst these are the more significant projects being delivered within NPT, there are also a variety of other grant schemes being delivered across the county borough, to support businesses and to improve the quality of business premises.
- 34 Turning finally to regional work, officers have been working with colleagues across the region and Welsh Government to assist the latter in developing a Regional Economic Framework, and from this, develop a Regional Economic Development Strategy. This will identify the region's strengths and associated themes for economic growth. Officers within NPT are also developing the Local Economic Development Plan which will dovetail with the aforementioned regional plans and will set out our vision to improve the economic opportunities for our communities. Officers have also been working across the region, with support from the Welsh Government Energy Service to deliver a Regional Energy Strategy. This will be reported to Cabinet shortly and will enable us to develop a Local Energy Action Plan which will in time complement our evolving DARE Strategy

### **Streetcare**

- 35 The teams within Streetcare have continued to operate and deliver services throughout the pandemic albeit in a slightly different way to minimise risk to staff. Such measures include the temporary removal of three in a cab and the introduction of a booking system for our Household waste and recycling centres both of which will need to be reviewed having regard to the national relaxation of covid-19 restrictions. Whilst our focus remains on protecting staff, the continued restrictions impact upon the service in terms of its affordability and the reduced availability of drivers for the wider service. An alternative service delivery method is therefore needed. Discussions have therefore commenced with the Trade Unions.

- 36 In terms of the main developments in waste, work is ongoing to remodel the Transfer Station to make it a safer environment for staff and to improve the speed of offloading refuse and recycling from our freighters. As part of this remodelling programme, as approved by Members a feasibility study is also being undertaken for the relocation of the waste fleet to the transfer station and the use of renewable energy generation on site to fuel our fleet going forward. The study including any cost implications will be reported for consideration shortly. All works are expected to contribute towards a reduction in costs in the long term, in addition to contributing towards our Net Zero ambitions. The Transfer Station has operated throughout the duration of the pandemic and has been the subject of an extensive management of change exercise. In addition to this, unlike some authorities, our waste teams have continued to collect refuse and recycling throughout the pandemic facilitated by new safer ways of working. Furthermore, our household waste recycling centres introduced a new booking system to enable their continued use whilst keeping both staff and the public safe. This avoided long queues of cars waiting to enter the facilities and ensured that we did not experience traffic congestion around our sites. This was not necessarily the same in other authorities, where long queues have been experienced leading to frustration and anger from those wishing to enter the sites.
- 37 A new Waste Strategy is required and various work strands have been progressed to inform this process including a residual waste analysis and a recycling participation survey. A new policy/procedure for Trade waste and the waste service for flats with a view to improving levels of recycling was stalled at the beginning of the pandemic given that many commercial properties were prevented from operating or operating at a reduced rate. Since restrictions have slowly lifted we have started to roll out these new policies/procedures with a view to continually improving our rates of recycling and potential income generation whilst also reducing our costs. This is already bearing fruit with recently published recycling performance data confirming that NPT is one of 13 local authorities who improved their recycling figures in 2020/21. We are now placed 7<sup>th</sup> in the performance table and secured a recycling figure of 65.4% exceeding the target of 64%. This is a considerable achievement given that we were one of 4 authorities in Wales who did not meet the recycling targets the previous year. We cannot however rest on our laurels given the need to pursue continuous improvement if we are to achieve the next target of 70% by 2024/25

- 38 We continue to invest in our Directorate assets including the Gnoll country park which is a popular destination and has huge potential to improve visitor experiences. We are currently redesigning and improving the Gnoll website but we are also in the process of installing low emission vehicle charging infrastructure as well as improving the quality of the food and drink offer by undertaking improvements to the café as well as securing a mobile unit to enable the operation of two food and drink concessions during peak periods within the park. This should reduce customer queues and therefore improve the visitor experience but will also improve potential income generation.
- 39 We have a number of reservoirs within our country parks and the risks associated with managing these reservoirs is regularly monitored. As a consequence of that monitoring, works are now required to be undertaken at the Moss House reservoir. This work is currently being designed.
- 40 Members will be aware that we have been implementing a phased replacement of our street lighting to utilise more energy efficient LED bulbs which will in the long run reduce energy costs as well as reducing carbon emissions. This significant programme of works is approaching completion.
- 41 Members will be aware that some areas of the county borough have suffered from flooding on a regular basis for a number of years. Our drainage teams together with partner organisations, including the police and fire authorities, have quickly responded to flooding incidents to try and minimise damage and protect lives. Ideally we want to be in a position whereby improvements to infrastructure are undertaken to avoid or reduce these incidents from occurring. Our drainage officers have therefore been working hard to secure limited funding from Welsh Government to implement improvements to our ageing infrastructure in targeted areas with the aim of avoiding or reducing the frequency of such events. Improvements to the infrastructure are also being carried out in Ystalyfera and Skewen to reduce the likelihood of a flooding event in those areas given the number of events which have occurred. In addition to the direct work we undertake, we have also been working with NRW to secure improvements within the Canalside area of Neath, and a package of measures are being implemented to improve the safety of those residents. Unfortunately the impacts of climate change and the age

of our infrastructure suggests that we will continue to experience flash floods, but the efforts of the staff will minimise this impact where possible. With this in mind the team are currently revising the council's flood risk strategy to reflect current issues.

- 42 In addition to all of the above, the building services teams continue to undertake essential maintenance within our building assets including our schools, to ensure that they continue to operate safely, whilst other streetcare teams continue to enforce against those who illegally tip waste, clean streets, deliver pest control services, replace bus shelters, undertake improvements where practical to children's playgrounds, clear trees affected by Ash Dieback and replace with healthy trees, and undertake highway works to ensure that our roads are safe for pedestrians and vehicular users.

## **Transportation and Engineering**

- 43 Officers within the service have been working with colleagues across the region together with Transport for Wales (TfW) and their appointed consultants to inform the potential route, and implementation plan associated with the South West Wales and Swansea Bay Metro. This scheme aims to improve connectivity and the frequency of services across the region in line with the objective of delivering more sustainable transport solutions. A report will be presented to Cabinet Board in September seeking authorisation to procure studies into the associated improvements in rail, bus, active travel, transport modelling and visioning and concept.
- 44 In order to deliver our Supporting Innovation and Low Carbon growth proposal within the harbourside area, officers within Transportation and Engineering have been working hard behind the scenes to design the remediation and essential infrastructure required to accommodate the proposed SWITCH facility (South Wales Industrial Transition from Carbon Hub) and the Advanced Manufacturing and Production Facility. That scheme has been designed and is currently under construction using a local contractor. These pre-works are essential in order to deliver our wider ambitions for this area which are to deliver important projects which will support our decarbonisation agenda and create high value employment opportunities.

45 The authority is statutorily obliged to prepare an Active Travel Network Map. This map is currently being reviewed by colleagues in Planning with assistance from officers in Transportation. The map highlights the location of existing routes which meet the design criteria of the Active Travel Act together with potential future routes which need investment and improvement. In terms of the latter, the service has been submitting grant applications on an annual basis to secure funding to undertake such improvements. These bids need to demonstrate value for money and as such the decisions from Welsh Government have been heavily influenced towards the authorities where there are large centres of population who can benefit from these routes. With this in mind large urban councils including Cardiff, Newport and Swansea have benefitted from the majority of the funding. Despite this, we have secured funding to deliver the following schemes:

- Blaengwrach to Glynneath route is currently under construction with completion due in April 2022.
- Tonna safe road crossing is currently under construction on site undertaking works to improve the safety of cyclist, pedestrians and drivers in Tonna. This work is due for completion in April 2022.
- Completion of a safe walking route between Dwr y Felin School and Weinceirch Primary school. This work is due for completion in April 2022.
- A number of other schemes are currently subject to consultation/promotion and include a route between Neath Port Talbot hospital and Baglan railway station.

46 Other larger scale highway infrastructure projects are also being implemented, including safety measures on the A4109 Intervalley Road, pier strengthening to the Afan Valley river bridge, and the instalment of safety cameras at the traffic signals on Fabian Way and Afan Way.

47 Whilst a lot of schemes are currently under construction, officers are also coordinating the design and securing the funding for other major infrastructure improvements. These include the following:

- The White bridge in Cymmer has been on the council's risk register for some time and is critical to maintain vehicular access to Abercregan and Glyncorwg. Funding has been secured to design a replacement road bridge and agreement has been reached to undertake joint consultation with the Local Health Board who have a health centre in the path of the replacement bridge. The health centre is no longer fit for modern health and wellbeing purposes and an alternative location is being scoped. The detailed design of the bridge is due for completion in April 2022 with construction estimated to take 18 months.
- Work is underway to secure funding for the Neath Integrated Transport Hub. This will facilitate the relocation of the bus station from Victoria Gardens to the area immediately in front of the Neath railway station. Taxi facilities and cycle parking/charging facilities will also be integrated into the scheme as well as providing improved public realm.
- Neath Junction Improvements – The junction between Cimla Road, Victoria Gardens, Greenway Road and Eastland Road has been a bottleneck to traffic for many years. Not only is congestion problematic, but the vehicle emissions from idling traffic at this junction also causes an increase in nitrogen dioxide levels to the point that the council has been very close to having to declare an Air Quality Management Area. In addition to the aforementioned, the bottleneck also impacts upon the highway capacity of the surrounding network and as a consequence sterilises large areas of potential development land within the Cimla area. Given the shortage of appropriate development land, the infrastructure improvements in this area are essential. As a consequence, officers have prepared draft plans proposing a roundabout solution at the junction which should address all three areas of concern. This proposal has already been presented to CDG and has secured authorisation from the Streetscene and Engineering Cabinet Board to progress with land negotiations and submit a funding application. The funding submission is due in January 2022, but in the meantime, officers will be negotiating the purchase of land to enable its delivery.

48 Despite the restrictions of the pandemic the Road Safety school team moved their training online and when restrictions were lifted Summer 2020 were able to deliver the following:

- Kerbcraft – Child Pedestrian Training for 5- 7 years olds to 737 pupils
- Cycling – Cycle Training was delivered to children and young people during the school holidays as an alternative to accessing pupils via schools trained 81 pupils.
- Education delivered to 3-11 year olds via MS Teams – 4186 pupils
- Over 100 Secondary School Pupils had Road Safety Delivery over MS Teams.
- Young Drivers – 11 newly qualified young drivers trained in between restrictions.
- We cascaded information to the public and schools via Social Media as a way of keeping the public safe and informed.
- We utilised the schools HWB system, to directly deliver worksheets and information to pupils, parents / carers and teachers.

- 49 As a consequence of Storm Dennis, the significant fall of rain resulted in a landslide of an old coal tip within the Tylorstown area of Rhondda Cynon Taff. The dangers associated with former coal tips was amplified as a consequence of this incident and Welsh Government requested support from the Coal Authority who in turn established the Coal Tip Safety Taskforce. The role of that taskforce is to map all the coal tips throughout the country and rate their associated risk with 'A' being the lowest risk and 'D' being the highest. Officers within the Transportation and Engineering service had already started to map and inspect coal tips on council land and had rated them accordingly. Work had also commenced in the delivery of appropriate mitigation measures in relation to the high risk tips. As a result of this early work, the taskforce were able to utilise our existing database and build upon that for the benefit of other areas throughout the country. We have continued to support the taskforce throughout the process and fortunately most tips are within the 'A' risk band, with 6 in the 'B' band, 7 in the 'C' band and 3 in the 'D' band. We are currently securing funding to mitigate the dangers associated with the higher risk tips and early indications suggest that this funding from Welsh Government will be forthcoming but approval remains outstanding.
- 50 In February 2017 and again in August of that year, two landslides occurred to the rear of Cyfyng Road in Ystalyfera. Officers within Transport and Engineering were called out to inspect the landslides and assess the potential dangers to residents within neighbouring

properties. As a consequence of those inspections, specialist Geotechnical consultants were commissioned to advise the council on the complex geology within this area. In response to the advice received, officers within Environmental Health served Emergency Prohibition Orders on the owner/occupiers of those properties to secure their health and safety. Most complied but the council did have to defend its position at 2 packed public meetings as well as in a Property and Land Tribunal when the owners of three of those properties appealed the notices. The council successfully defended its position in the tribunal and all but one couple vacated the property. Officers within Environmental Health are still trying to remove these residents from their property given that there is a sheer unstable drop within about 3m of their back door. Advice has also been secured that works to stabilise this embankment are not deliverable nor affordable. In order to maintain their safety, officers continue to pursue legal processes to remove these residents and thus allow officers within Transport and Engineering to implement a phased demolition of the terrace. The pandemic has delayed this process but we continue to work hard to protect the health and safety of the affected community.

- 51 A short distance further south of the Pantteg area lies the area of Godrergraig. This area has been the subject of geological movement for many years with large areas of housing having been demolished by the former Lliw Valley as a consequence. Following ground modelling undertaken by the council's specialist geotechnical consultants, a report was commissioned to establish the potential risk associated with a quarry spoil tip which was located on land elevated above a primary school, 'Godrergraig Primary School'. This modelling identified that the tip was marginally stable resulting in a medium risk of material slipping from the tip and engulfing the rear yard/playground of the school. The material was unlikely to extend beyond that point as the building would effectively act as a barrier to the onward movement of material. Despite this it was considered that the risk to those in the playground was considered too high and a decision was made to temporarily close the building and relocate the children to a temporary alternative. Our engineers have continued to work with the consultants to confirm that the risk to surrounding residential areas was either low or very low and residents were advised accordingly. Monitoring work has continued at this location and further recorded movement in the tip has resulted in an increase in the risk from marginally stable to actively unstable. Work continues in this area to identify what options could be pursued at this location together with their associated costs. The preliminary findings have



been the subject of a virtual public meeting with a further meeting proposed early in 2022.

- 52 The above report should give a general flavour of the work which has been delivered during the pandemic and continues to be delivered by our hardworking team of dedicated staff. This report does not outline all of the work carried out by the Directorate as that is so diverse it would be difficult to give all officers the credit they deserve. The Directorate does however produce A-Z documents for each Head of Service and their associated teams which outlines all of the services we deliver and who to contact to access those services. There are made available to Cllrs following their election, to enable them to familiarise themselves with our diverse Directorate.

**Recommendation:** For Information

Officer Contact – Nicola Pearce

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Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

### **Regeneration and Sustainable Development Cabinet Board**

**11 March 2022**

#### **Report of the Head of Property and Regeneration – S. Brennan**

##### **Matter for Information**

**Wards Affected:** All Wards

##### **Neath Port Talbot led Swansea Bay City Deal projects Funding Agreements and update**

##### **Purpose of the Report:**

To advise Members that the Swansea Bay City Deal Neath Port Talbot led Homes as Power Stations (HAPS) and Supporting Innovation and Low Carbon Growth (SILCG) business cases have been approved by UK and Welsh Governments and the Funding Agreements between Carmarthenshire Council (SBCD Accountable Body) and Neath Port Talbot CBC (Lead Authority for HAPS and SILCG) have been agreed in preparation for signing.

In addition, this report provides an update on project progress to date.

##### **Executive Summary:**

The Neath Port Talbot led Swansea Bay City Deal Homes as Power Stations (HAPS) project was approved by UK and Welsh Governments in July 2021 and the Supporting Innovation and Low Carbon Growth (SILCG) programme was approved by UK and Welsh Governments in August 2021.

The Funding Agreements between Carmarthenshire County Council and Neath Port Talbot County Borough Council have now been agreed.

The projects / programmes are moving into delivery phase with established governance structures and documentation.

## **Background:**

### **Swansea Bay City Deal**

The Swansea Bay City Deal is an investment of up to £1.3 billion in a portfolio of major programmes and projects across the Swansea Bay City Region – which is made up of Carmarthenshire, Neath Port Talbot, Pembrokeshire and Swansea.

The Swansea Bay City Deal is being led by the four regional local authorities - Carmarthenshire Council, Swansea Council, Neath Port Talbot Council and Pembrokeshire Council - together with the Swansea Bay and Hywel Dda University Health Boards, Swansea University, the University of Wales Trinity Saint David, and private sector partners.

The City Deal is being funded through the approval of project business cases by the UK and Welsh Governments.

In the 15-year life span of the City Deal, the investment portfolio will boost the regional economy by at least £1.8 billion, while generating more than 9,000 jobs. The total investment package currently estimated is made up of £235.7 million UK and Welsh Government funding, £330.2 million other public sector investment, and £591.79 million from the private sector.

Neath Port Talbot CBC is leading on two City Deal projects – Homes as Power Stations and Supporting Innovation and Low Carbon Growth.

## **Homes as Power Stations – Project overview**

'Homes as Power Stations' (HAPS) is a regional project, led by Neath Port Talbot and will deliver across all four City Deal local authority areas. As a pioneering project, the overall investment objectives include:

- Future proof at least 10,300 properties (7,000 retrofit, 3,300 new build) within five years to increase 'affordable warmth' and reduce fuel poverty
- Improve health and wellbeing and reduce the burden on health and social services
- Deliver a sustainable, cost effective and holistic housing programme (facilitation role) by:
  - a) Taking a 'whole house' approach and developing proven, flexible designs
  - b) Demonstrating the viability of the HAPS approach to the rest of Wales / UK
  - c) Creating skilled jobs, a legacy and mainstreaming the HAPS approach
  - d) Creating a sustainable regional supply chain that retains the creation of design, construction and maintenance jobs

## **Homes As Power Stations – Progress to date**

### **Project Team**

The project manager was appointed and commenced the role in November 2021. Oonagh Gavigan has numerous years' experience of delivering regional projects on behalf of Neath Port Talbot Council.

An additional two members of staff will be recruited in the coming weeks to support the business engagement / supply chain development and fund coordination project activities.

### **Legal**

Neath Port Talbot Legal Team is drafting and co-ordinating the 'Inter Authority Agreement'(s) and 'Third Party Agreements' to enable the financial conduit between Neath Port Talbot Council (as lead), the

three Local Authority partners and third party grant recipients. This will enable the reimbursement of localised schemes that have been agreed through the Financial Incentives Fund and Supply Chain Fund application and approval process.

### **Supply Chain Development**

Work is ongoing with business teams across the region to gather baseline data on the current supply chains related to HAPS and identify opportunities for businesses to diversify and maximise opportunities via the Supply Chain Development Fund.

### **Financial Incentives Fund**

This fund will encourage and support the uptake of the HAPS concept primarily with local authorities that have housing stock and Registered Social Landlords. Private Sector developers are also eligible to access the fund. Work has begun to draft the associated documentation, application and scoring process.

### **Co-ordinating Activities**

Several groups are being established including a Lessons Learned Group, Skills Group and Technical Advisory Group. The input from each group will be invaluable to inform and support the delivery of the project.

### **Monitoring and Evaluation**

An external independent organisation will be procured to support the ongoing monitoring of the various concepts of HAPS. Information and findings will be disseminated to provide a 'Knowledge Sharing Hub' to build confidence and encourage a longer term take up from the private sector. The specification of the tender specification is currently being drafted, taking into consideration information and data already in existence to ensure added value and reducing duplication.

### **Supporting Innovation and Low Carbon Growth – Project overview**

The Supporting Innovation and Low Carbon Growth (SILCG) programme is a £58.7 million multi partner programme designed to deliver low carbon, sustainable and inclusive economic growth through creating the right environment to develop new technologies

from research through to production to support job creation in the region.

The programme comprises seven interlinked projects:

- Bay Technology Centre – energy positive building providing high quality, flexible office and laboratory space
- South Wales Industrial Transition from Carbon Hub (SWITCH) – specialist facility and equipment to decarbonise the steel and metals industry and supply chain
- Advanced Manufacturing Production Facility – open access specialist production facility and equipment to support start-up companies and regional business growth in the innovation and manufacturing sectors.
- Property Development Fund – gap funding for commercial buildings
- Hydrogen Stimulus Fund – a demonstrator to prove the commercial viability of green hydrogen to fuel vehicles.
- Air Quality Monitoring Project – test bed for new technology to monitor air quality
- Low Emission Vehicle charging infrastructure – developing a strategy and pilot projects to decarbonise journeys in the region

## **Progress to date - SILCG**

### **Programme Team**

A Programme Manager and recently been appointed and will commence in April 2022.

### **Legal**

The MoU/SLA between Neath Port Talbot Council and Swansea University to operate the SWITCH facility and procure specialist equipment is being finalised for agreement.

The Funding Agreement between Neath Port Talbot Council and the University of South Wales in relation to specialist hydrogen equipment is being finalised for agreement.

### **Projects**

The Bay Technology Centre is complete, with a number of viewings taking place. The Centre will officially open in the spring 2022.

The design and build specification for the SWITCH specialist facility is being finalised prior to a procurement exercise for a contractor.

The University of South Wales is carrying out site preparation for the hydrogen electrolyser to deliver the Hydrogen Stimulus Project.

The Advanced Manufacturing Production Facility is at scoping stage with industry and academia engagement prior to procuring a design and build contract.

The Port Talbot Waterfront Property Development Fund is due to be launched in spring 2022.

### **Funding Agreements:**

The Funding Agreements between Carmarthenshire County Council and Neath Port Talbot County Borough Council in respect of the distribution of funding from the Swansea Bay City Deal to the Homes as Power Stations project and Supporting Innovation and Low Carbon Growth programme (attached at Annex 1 and 2) have been agreed.

The Director of Environment and Regeneration has delegated authority to sign the Homes as Power Stations Funding Agreement in consultation with the Section 151 Officer and the Leader and relevant cabinet member as agreed at the Regeneration and Sustainable Development Cabinet Board on 20<sup>th</sup> March 2020.

The Supporting Innovation and Low Carbon Growth funding agreement will be signed under seal.

### **Financial Impacts:**

Financial impacts are detailed in the Swansea Bay City Deal Joint Working Agreement. Eligible expenditure incurred will be funded via the City Deal grant reimbursement arrangements detailed in the Joint Working Agreement and Funding Agreement in line with the UK and Welsh Government profile.



### **Integrated Impact Assessment:**

This report is for information purposes only, therefore there is no requirement to undertake an Integrated Impact Assessment.

### **Valleys Communities Impacts:**

This report is for information purposes only, there are no impacts or implications associated within the Valleys Communities.

### **Workforce Impacts:**

This report is for information purposes only, there are no impacts or implications associated within the Workforce.

### **Legal Impacts:**

The Swansea Bay City Deal Joint Working Agreement between the participants of the Swansea Bay City Deal and the Funding Agreements set out the legal requirements, suitable legal agreements will be in place to cover the respective obligations of all parties participating in these projects.

### **Risk Management Impacts:**

There are no risk management issues associated with this report.

Each of the Swansea Bay City Deal projects has a risk register which is updated regularly and monitored through the project /programme governance and the Swansea Bay City Deal Programme Board, Joint Committee and Joint Scrutiny Committee.

### **Consultation:**

There is no requirement for external consultation on this item.

**Recommendations:**

That members note that the Swansea Bay City Deal Neath Port Talbot led Homes as Power Stations (HAPS) and Supporting Innovation and Low Carbon Growth (SILCG) business cases have been approved by UK and Welsh Governments and the Funding Agreements between Carmarthenshire Council (SBCD Accountable Body) and Neath Port Talbot CBC (Lead Authority for HAPS and SILCG) have been agreed in preparation for signing.

**Implementation of Decision:**

Not Applicable

**Appendices:**

Appendix 1 – Homes As Power Stations Funding Agreement  
Appendix 2 – Supporting Innovation and Low Carbon Growth Funding Agreement

**List of Background Papers:**

None.

**Officer Contact:**

Name: Lisa Willis

Designation: European and Strategic Funding Manager

Email: l.willis@npt.gov.uk

Direct dial: 01639 686074

DATED

2022

(1) CARMARTHENSHIRE COUNTY COUNCIL  
(2) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

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Agreement in relation to the distribution of funding from the Swansea Bay  
City Deal in respect of the programme – Homes as Power Stations

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THIS AGREEMENT IS MADE ON

2022

**BETWEEN:**

- (1) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP (“the Accountable Body”); and
- (2) Neath Port Talbot County Borough Council of Civic Centre, Port Talbot, SA13 1PJ (“the Project Authority Lead”)

**WHEREAS**

- A Carmarthenshire County Council is the Accountable Body for the distribution of funds from the Swansea Bay City Deal.
- B The projects listed at Schedule 1 to this Agreement have gone through the procedure set out in clause 12 of the Joint Committee Agreement and been approved for funding from the Swansea Bay City Deal.
- C The Accountable Body has received and accepted an award of Swansea Bay City Deal funding consisting of funding from the Welsh Government and the UK Government in a letter from the Welsh Government dated 24 October 2019 which imposed terms and conditions on the provision of Swansea Bay City Deal funding (“the Funding Award Letter”). The Funding Award Letter is attached at Schedule 3 to this Agreement. As and when any further funding award letters are issued by the UK or Welsh Government relevant to the Projects listed in Schedule 1 and following approval of the conditions by the Project Authority Lead they will be appended to Schedule 3 and be incorporated into this Agreement.
- D This Agreement sets out the terms on which funding will be paid by the Accountable Body to the Project Authority Lead for payment to a project.

**IT IS AGREED AS FOLLOWS**

**1. Definitions and Interpretation**

- 1.1 The following definitions and rules of interpretation apply in this Agreement:

**“Accountable Body”** means the body appointed under the Joint Committee Agreement as Accountable Body for the Swansea Bay City Deal;

**“this Agreement”** this agreement entered into by the Accountable Body and the Project Authority Lead for the payment of Project Funding to the Project Authority Lead and the Project Authority Lead’s role in utilising

	Project Funding and/or distributing Project Funding to the Projects;
<b>“Annual Funding Receipt”</b>	the amount of Government Funding allocated to the Swansea Bay City Region for the Swansea Bay City Deal for each year;
<b>“Annual Project Funding Allocation”</b>	the amount of Project Funding allocated to the Project for each year, calculated in accordance with clause 9.3;
<b>“Approved Grant Value”</b>	the total amount of Government Funding allocated to the Project as approved in the Heads of Terms issued by Welsh Government and dated March 2017 and as subsequently varied or amended by Welsh Government;
<b>“Budget”</b>	the budget for the Project set out in Schedule 4 to include the Project Funding and all other sources of funding revenue or income streams and a profile of the Project Expenditure;
<b>“Business Case”</b>	means the business case for the Project as approved by the Joint Committee and Welsh Government and as subsequently updated or amended in accordance with this Agreement extracts of which are set out in Schedule 4;
<b>“Commencement Date”</b>	the date of this Agreement;
<b>“Council”</b>	a local authority which is party to the Joint Committee Agreement;
<b>“DPA”</b>	the Data Protection Act 2018;
<b>“DP Regulator”</b>	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

<b>“Data”</b>	any data, document, code, information or Personal Data in connection with this Agreement;
<b>“Data Protection Laws”</b>	any applicable laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of Personal Data relating to natural persons;
<b>“Data Subject”</b>	shall have the meanings set out in the GDPR and the DPA;
<b>“Expenditure”</b>	means all eligible expenditure incurred for agreed Project Purposes and within the expenditure limits approved by Welsh Government;
<b>“Funding Agreement”</b>	an agreement between the Project Authority Lead and a Recipient of Government Funding for a Project based on a template approved by the Joint Committee and to be amended as appropriate and applied to the Projects specified in the agreement;
<b>“Funding Award Letter”</b>	a letter from the Welsh Government dated 24 October 2019 together with any subsequent letters from the UK or Welsh Government which award funding from the Welsh Government and the UK Government relevant to the Projects set out in Schedule 1 and which impose terms and conditions on the provision of Government Funding for the Swansea Bay City Deal and which have been approved by the Project Authority Lead;
<b>“GDPR”</b>	the General Data Protection Regulation;
<b>“Government Authority”</b>	means: (a) any government (de jure or de facto) of the United Kingdom or any political sub-division of the United Kingdom or any local jurisdiction of the United Kingdom; and (b) any governmental authority or statutory legal fiscal monetary or administrative body which operates or has jurisdiction directly or indirectly in the United Kingdom; or



(c) any instrumentality commission court or agency of any of the above however constituted; or (d) any association organisation or institution of which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant;

**“Government Funding”**

funding to be made available to the Projects from the UK Government and Welsh Government pursuant to the Swansea Bay City Deal Joint Committee Agreement;

**“Intellectual Property Rights”**

patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including Know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**“Joint Committee”**

the joint committee established by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea for the Swansea Bay City Region under the provisions of section 101 of the Local Government Act 1972;

**“Joint Committee Agreement”**

an agreement entered into by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea for the establishment of a joint committee for the Swansea Bay City Region dated 29<sup>th</sup> August 2018 and as

			varied by a Deed of Variation dated 11 <sup>th</sup> December 2019;
<b>“Know-How”</b>			information data know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research design development manufacture use or sale;
<b>“Legal Charge”</b>			a legal charge and/or restriction given by the Project Authority Lead if requested by the Accountable Body in a form to be agreed between the Parties and in accordance with clause 4.9
<b>“Maximum Project Funding Percentage”</b>			the maximum percentage of expenditure on the Project to be funded by way of Project Funding in accordance with the Financial Profile set out in Schedule 4;
<b>“Notice of Breach”</b>			a notice served by one Party on another Party in accordance with clause 7 requiring the other Party to take action in respect of a breach of this Agreement;
<b>“Notification Events”</b>			any of the events set out in Schedule 2 to this Agreement;
<b>“Party”</b>			means each of the Accountable Body and the Project Authority Lead as the context requires and “Parties” means both of them;
<b>“Portfolio Management Office”</b>			the portfolio management office established by the Councils to manage the Swansea Bay City Deal;
<b>“Practical Completion”</b>			when the Parties agree that the works necessary to deliver the Project have been completed or a defined stage in project delivery has been achieved;
<b>“Project”</b>			a project for which Project Funding has been awarded details of which are set out at Schedule 1 to this Agreement;

<b>“Project Agreed Outputs”</b>	the first level of direct immediate term results associated with a project. These outputs are defined within the Project Business Case and are the defined achievements as a direct result of investment into the Project and are set out in Schedule 6.
<b>“Project Authority Lead”</b>	the Neath Port Talbot CBC a local authority with responsibility for the Government Funding element of funding for the Projects;
<b>“Project Funding”</b>	the sum from the Government Funding to be paid by the Accountable Body to the Project Authority Lead for the Project;
<b>“Project Funding Payment”</b>	a payment of the Project Funding or any of it to the Project Authority Lead by the Accountable Body;
<b>“Project Impacts”</b>	the third level of project results and the long-term consequence of a project. Project Impacts are the macro economic benefits of successful project delivery to the Swansea Bay City Region. These are positive purposes that meet local and national aims and objectives as a result of project completion and are set out in Schedule 8.
<b>“Project Outcomes”</b>	The second level of results associated with a project and the medium-term consequences of the Project. Outcomes relate to the project goal or aim. These are consequential outcomes as a result of the achievement of the Project Agreed Outputs and are set out in Schedule 7.
<b>“Project Purposes”</b>	the purposes set out in the Funding Award Letter;

<b>“Recipient”</b>	a legal entity with which the Project Authority Lead may enter into a Funding Agreement;
<b>“Request for Change to the Project Agreed Outputs”</b>	a notice served by one Party on another Party in accordance with clause 6.3 to request a change to the Project Agreed Outputs;
<b>“State Aid Rules”</b>	the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109) secondary legislation including frameworks guidelines and block exemptions produced by the European Commission regarding the application of Articles 107 to 109 and any rules that come into force in the United Kingdom to replace the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union;
<b>“Swansea Bay City Deal”</b>	a programme supported by the UK Government and the Welsh Government to use technological innovation and commercialisation to deliver sustainable growth and reduce economic dependency for the Swansea Bay City Region;
<b>“Swansea Bay City Region”</b>	the administrative area covered by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea for local authority services;
<b>“Targets”</b>	the targets imposed on the Accountable Body by the Welsh Government in the Funding Award Letter;
<b>“Total Programme Grant Award”</b>	the total amount of Government Funding allocated to the Swansea Bay City Region for the Swansea Bay City Deal as approved in the Heads of Terms issued by Welsh Government and dated March 2017 and as subsequently varied or amended by Welsh Government;

**“Welsh Government Officials”** Debra Carter Deputy Director Local Government Strategic Finance and Nick McNeill Head of City Deals or such other officials as the Welsh Government may notify the Accountable Body;

**“Working Day”** means a day which is not a Saturday Sunday or public holiday in England and Wales.

- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.6 Words preceding “include”, “includes” “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context and the rule of interpretation known as “eiusdem generis” shall not apply.
- 1.7 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules. In the event of any conflict between provisions of this Agreement the clauses in the body of the Agreement shall have precedence over the Schedules.
- 1.8 A reference to a recital or clause or schedule or part of a schedule is unless the context otherwise requires a reference to a recital to or a clause of or a schedule or a part of a schedule to this agreement, and references to this agreement include its schedules, Annexes and recitals and references in a schedule to paragraphs are to paragraphs of that schedule.
- 1.9 References to “the Parties” shall be to the parties to this Agreement.
- 1.10 A “certified copy” of any document shall be construed as a reference to a photostatic copy of such document which has annexed to it or printed on its front page a certificate signed by an officer of the Project Authority Lead or the Accountable Body (as the case may be) confirming that such photostatic copy is a true and up-to-date copy of the original.
- 1.11 Any provision which provides that an action or thing may not be taken or done by one Party without the “consent” or “approval” of the other Party will be deemed to provide also that:

- (a) the Party seeking to take the action or do the thing in question will request the consent or approval of the other Party in writing and provide promptly and in sufficient time for the other Party to consider it, all information reasonably necessary for the other Party to make an informed decision as to whether or not consent or approval should be granted;
  - (b) the Party receiving the request for consent or approval will consider it in good faith; and
  - (c) the consent or approval must be given in writing and the relevant action or thing may not be done unless and until the consent or approval has been granted;
  - (d) a reference to “the Accountable Body” or “the Project Authority Lead” or “the Recipient” or any other person includes its (and any subsequent) successor(s) in title and permitted transferee(s) or permitted assignee(s).
- 1.12 Any reference to a “person” shall be construed as a reference to an individual, firm, company, corporation, government state or agency of a state or any association or partnership (whether or not having a separate legal entity) of two or more of the foregoing.
- 1.13 A reference to any document includes that document as amended, varied, novated or supplemented from time to time.
- 1.14 A reference to law includes without limitation any (1) statute, decree, constitution, regulation, order, judgment or directive of any Government Authority (2) treaty, pact or other agreement to which any Government Authority is a signatory or party and/or (3) judicial or administrative interpretation or application thereof and, in each such case, is a reference to the same as amended, substituted or re-enacted from time to time.

## **2. Statutory Authority**

- 2.1 The award of funding to the Projects under the Swansea Bay City Deal and the payment of Project Funding by the Accountable Body to the Project Authority Lead is made under the authority of the Cabinet Secretary for Finance and Local Government one of the Welsh Ministers acting pursuant to section 31 of the Local Government Act 2003.

## **3. Accountable Body**

- 3.1 The Accountable Body shall claim Government Funding for the Swansea Bay City Deal by any date specified by the Welsh Government or the UK Government.
- 3.2 The Accountable Body shall use the claim proforma provided by the Welsh Government to claim Government Funding for the Swansea Bay City Deal and shall confirm to the Welsh Government that the Accountable Body has in place appropriate financial risk and control systems.

- 3.3 The Accountable Body shall pay Project Funding from the Government Funding for the Swansea Bay City Deal to the Project Authority Lead to distribute to Projects.
- 3.4 The Accountable Body shall comply with the duties imposed on the Accountable Body by the Joint Committee Agreement so far as those duties are relevant to this Agreement. For the avoidance of doubt this shall include:
- (a) Acting diligently and in good faith in all its dealings with the other Councils.
  - (b) Acting with reasonable skill and care and in accordance with best practice.
  - (c) Acting in accordance with the principles and strategic aims of the Joint Committee Agreement and any applicable policies agreed by the Joint Committee for the Swansea Bay City Region.
  - (d) Co-operating with any reasonable requests of the Councils that host the scrutiny monitoring officer democratic services and audit functions.
- 3.5 The Accountable Body shall comply in a timely manner with the conditions imposed on the Accountable Body in the Funding Award Letter/s as set out in Schedule 3 to this Agreement.
- 3.6 The Accountable Body shall use reasonable endeavours to comply with any conditions imposed by the UK Government or the Welsh Government for Government Funding from the Swansea Bay City Deal in a timely manner.
- 3.7 The Accountable Body shall comply with the State Aid Rules.

#### **4. Project Authority Lead**

- 4.1 Neath Port Talbot County Borough Council shall be the Project Authority Lead in respect of the Projects and shall be responsible for utilising or distributing the Project Funding from the Swansea Bay City Deal.
- 4.2 The Project Authority Lead shall use reasonable endeavours to ensure that its actions do not place the Accountable Body in breach of the conditions in the Funding Award Letter.
- 4.3 The Project Authority Lead shall use or distribute the Project Funding in accordance with the Business Case and for the Project Purposes .
- 4.4 The Project Authority Lead shall not make nor allow any Recipient to make any change to the Project Agreed Outputs within the Business Case without the prior approval of the Accountable Body who may refer the change to the Joint Committee and/or Welsh Government. The process for seeking a change to the Project Agreed Outputs is outlined in clause 6.3.
- 4.5 The Project Authority Lead shall not make any material change to the Budget for the Project without the prior written agreement of the Accountable Body. The percentage deviation from the approved Budget which will constitute a material change is set out in Schedule 4.

- 4.6 The Project Authority Lead shall be responsible for delivering or procuring the delivery of the Project Agreed Outputs in Schedule 6 in accordance with the Budget as set out in Schedule 4. Any shortfall in the Budget is the responsibility of the Project Authority Lead. The Project Authority Lead agrees that it shall not apply for duplicate funding in respect of any part of the Project that the Project Funding is funding in full.
- 4.7 The Project Authority Lead shall use reasonable endeavours and/or shall procure that any Recipient shall use reasonable endeavours to deliver the Project Outcomes as set out in Schedule 7. Project Outcomes relate to the project goal or aim. These are consequential outcomes as a result of the achievement of the Project Agreed Outputs. The Project Lead Authority is required to report on Project Outcomes with sufficient and timely updates on progress and adjusted outcomes as required by the Accountable Body. Failure to deliver the Project Outcomes will not be a breach of this Agreement providing the Project Authority Lead is able to evidence a demonstrable commitment by itself and/or any Recipient to achieving the Project Outcomes in line with the expectation of Welsh Government as outlined in the written communication attached at Schedule 9.
- 4.8 The Project Authority Lead recognises the importance to the Swansea Bay City Region of the Project Impacts as set out in Schedule 8. These are the third level of project results and is the long-term consequence of a project. Project Impacts are the macro economic benefits of successful project delivery to the Swansea Bay City Region. These are positive purposes that meet local and national aims and objectives a result of project completion. The Project Lead Authority is required to report on Project Impacts as required by the Accountable Body but failure to achieve these Impacts will not constitute a breach of this Agreement.
- 4.9 If required by the terms of the Funding Award Letter or by the Accountable Body the Project Authority Lead shall provide a Legal Charge or restriction over any property involved in the delivery of the Project securing over the property such sum as may have been released out of the Project Funding by the Accountable Body to the Project Authority Lead.
- 4.10 The Project Authority Lead shall:
- (a) Ensure that the Project Funding is not used for party political purposes, the promotion of particular secular, religious or political views, gambling, pornography, offering sexual services, purchasing capital equipment other than as described in the Project Purposes unless agreed by the Accountable Body, legal fees incurred in relation to entering into this Agreement, any kind of illegal activities or any other kind of activity which in the opinion of the Accountable Body could bring the Accountable Body or the Welsh Government into disrepute.
  - (b) Safeguard as far as possible the Government Funding against fraud and, in particular, fraud on the part of its personnel and notify the Accountable Body immediately if the Project Authority Lead has reason to suspect that any fraud within the Project Authority Lead or any Project has occurred or is occurring or is likely to occur whether or not it relates to the Government Funding.



- (c) Participate in such fraud prevention initiatives as the Accountable Body may require.
- (d) Comply with all applicable domestic, EU or international laws or regulations or official directives.
- (e) Maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Projects.
- (f) Maintain appropriate financial risk and control systems before utilising any part of the Government Funding or before providing funding to a Recipient or procuring any goods or services from third parties.
- (g) Co-operate fully with any employee of the Accountable Body or any consultant appointed by the Accountable Body to monitor use of the Project Funding and the Project Authority Lead's compliance with the conditions imposed by this Agreement.
- (h) Inform the Accountable Body immediately if any declarations made to the Accountable Body are discovered to be materially incorrect at the time given.
- (i) Notify the Accountable Body if a Notification Event has occurred or is likely to occur.
- (j) Provide the Accountable Body with such documents information and reports which the Accountable Body may reasonably require from time to time in order for the Accountable Body to monitor the Project Authority Lead's compliance with the conditions imposed by this Agreement.
- (k) Subject to clause 4.4 maintain and update the business cases for the Projects to reflect key developments and keep the Accountable Body notified of such developments by submitting updates to the Portfolio Management Office
- (l) Notify the Accountable Body in writing if there is an anticipated or actual material change to the financial case or Budget for any Project.
- (m) Meet with any representatives of the Accountable Body as the Accountable Body may from time to time reasonably require.
- (n) Ensure that such person as the Accountable Body may require attends all meetings with the Accountable Body.
- (o) Maintain complete and accurate accounting records in accordance with proper accounting practices identifying all income and expenditure relating to the Projects.
- (p) Without charge permit any officer or officers of the Accountable Body the Welsh Government the UK Government, the Wales Audit Office or the Council undertaking the audit function for the Swansea Bay City Deal at any reasonable time and on reasonable notice to visit the Project Authority Lead's premises and to inspect any of the Project

Authority Lead's activities and/or to examine and take copies of the Project Authority Lead's books of account and such other documents or records however stored as in such officer's reasonable view may relate to the Project Authority Lead's use of the Project Funding.

- (q) Retain this Agreement and all original documents relating to the Project Funding for a period of fifteen (15) years until the Accountable Body informs the Project Authority Lead that it is safe to destroy them.
- (r) Subject to clause 11.2 indemnify the Accountable Body against any liabilities claims proceedings demands losses costs and expenses suffered or incurred by the Accountable Body directly or indirectly arising as a result of or in connection with any failure by the Project Authority Lead to perform fully or in part any obligation the Project Authority Lead may have to a third party unless such failure on the part of the Project Authority Lead has been caused by a breach by the Accountable Body of the terms of this Agreement.
- (s) Comply with any obligations imposed by the Welsh Government to acknowledge the Welsh Government's support for any of the Projects in a form approved by the Welsh Government and in compliance with the Welsh Government's branding guidelines.
- (t) Agree that from the date of this Agreement until five years from the date of the final payment of Project Funding to any of the Projects the Accountable Body may allow the Welsh Government to include details about the Project Authority Lead the Government Funding and the Projects in Welsh Government promotional materials and agree to cooperate with the Accountable Body's reasonable requests to achieve the production of such materials
- (u) Apply a policy of equal opportunities as employers as users of volunteers and as providers of services.
- (v) Where the Projects include or relate to the provision of services in Wales ensure that they are provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where services are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English in accordance with the Welsh Language (Wales) Measure 2011.
- (w) Contribute to the achievement of the Welsh Government's well-being objectives contained in the Welsh Government's Programme for Government through the use of the Project Funding.

4.11 The Project Authority Lead shall comply with the State Aid Rules.

## **5. Funding Agreement**

5.1 The Project Authority Lead may enter into a Funding Agreement with the Recipient for each of the Projects. A template form of Funding Agreement approved by the Joint Committee is available for the Project Authority Lead to use and amend should it wish to do so.

## **6. Project Agreed Outputs**

- 6.1 The Project Authority Lead shall be responsible for achieving the Project Agreed Outputs as set out in Schedules 6.
- 6.2 The Project Agreed Outputs for each Project are contained within the Project Business Case. The Accountable Body reserves the right to add to or amend the Project Agreed Outputs set out in Schedule 6 without following the process in clause 6.3 in the event that the UK or Welsh Government revise the same.
- 6.3 Any Party to this Agreement may propose a change to the Project Agreed Outputs by serving a Request for Change to the Project Agreed Outputs on the other Party. Such Request for Change to the Project Agreed Outputs on the other Party shall be in writing and shall identify the change proposed. The Accountable Body may submit any Request for Change to the Project Agreed Outputs to the Joint Committee and may request the Joint Committee to seek approval from the Welsh Government. A Request for Change to the Project Agreed Outputs shall not come into effect until it is approved by either the Accountable Body or the Welsh Government.
- 6.4 The Project Authority Lead may impose obligations on a Recipient or any other person relating to the achievement of the Project Agreed Outputs but the Project Authority Lead shall remain responsible for achievement of the Project Agreed Outputs.
- 6.5 The Project Authority Lead shall report on progress with achieving the Project Agreed Outputs when submitting a claim for Project Funding in accordance with clause 9 and in accordance with any monitoring requirements imposed by the Accountable Body.
- 6.6 Failure by the Project Authority Lead to achieve the Project Agreed Outputs shall be treated as a breach by the Project Authority Lead of its obligations under this Agreement and clause 7 shall apply.
- 6.7 The Accountable Body and the Project Authority Lead shall agree when the Project has achieved Practical Completion and the requirement to submit applications for payment in accordance with clause 9 cease. The Project Authority Lead will continue to be subject any monitoring requirements imposed by the Accountable Body until such time as the Project Agreed Outputs are achieved.

## **7. Breach of this Agreement**

- 7.1 Subject to clause 7.3 in the event of failure by the Project Authority Lead to achieve the Project Agreed Outputs or a breach by either Party of any other obligations under this Agreement the Parties shall attempt to resolve the failure by following the following procedure prior to dealing with the matter in accordance with the procedure set out in clause 8:
  - (a) The non-defaulting Party shall serve a Notice of Breach on the defaulting Party. Such Notice of Breach shall identify the breach and shall require the defaulting Party to take specified rectification action within twenty (20) Working Days of receipt of the Notice of Breach or such longer period as the non-defaulting Party considers reasonable.

- (b) If the defaulting Party fails to take the action specified within the Notice of Breach within twenty (20) Working Days or such other period as is specified the non-defaulting Party shall refer the matter to the Joint Committee to decide whether the breach by the defaulting Party shall be treated as a Notification Event.
  - (c) If the Joint Committee decides that the breach by the defaulting Party shall be treated as a Notification Event clause 8 shall apply.
- 7.2 If either Party reasonably considers that any action or omission by the other Party has caused a potential risk of a Notification Event occurring the Party who reasonably considers that the other Party has caused such potential risk shall have the right to regard the action or omission of the other Party as a breach of obligations under this Agreement and shall have the right to follow the procedure in clause 7.1 as the non-defaulting Party.
- 7.3 The Accountable Body reserves the right at its absolute discretion to treat breach by the Project Authority Lead as a Notification Event without first following the procedure in clause 7.1 and shall be obliged to do so if the Welsh Government exercises its right under the Funding Award Letter to treat the failure as a Notification Event.

## **8. Notification Events and Their Consequences**

- 8.1 The Parties acknowledge the statement made by Welsh Government in a letter dated 14 November 2019 addressed to the Accountable Body that no corrective action would be taken by Welsh Government in relation to a Notification Event without first engaging with the Councils with a view to agreeing a suitable course of action. The letter dated 14 November 2019 and further communication from Welsh Government dated 30 September 2020 and 16 October 2020 is attached at Schedule 9. This clause 8 is designed to ensure that efforts are made to resolve issues and avoid escalation wherever possible.
- 8.2 Each Party must notify the other immediately as soon as it becomes aware that a Notification Event has occurred or is likely to occur. The Parties shall follow the procedure in clause 7 if the Notification Event or potential Notification Event has been caused by a Party's breach of the Agreement, prior to utilising this clause 8.
- 8.3 In the event that the procedure in clause 7 fails to address the Notification Event or potential Notification Event the non defaulting Party or the Party providing notification pursuant to clause 8.2 must confirm whether it considers (i) the Notification Event is not capable of remedy or (ii) the Notification Event or potential Notification Event is capable of being remedied and seeks to discuss the Notification Event with the other Party with a view to agreeing a course of action to be taken to address the Notification Event.
- 8.4 The Accountable Body shall be entitled to take any of the actions set out at clause 8.5 if:
  - (a) Despite the Accountable Body's reasonable efforts the Accountable Body has been unable to discuss the Notification Event with the Project Authority Lead. Or

- (b) In respect of a Notification Event caused by the Project Authority Lead the Accountable Body notifies the Project Authority Lead that the Notification Event is not capable of remedy. Or
  - (c) In respect of a Notification Event caused by the Project Authority Lead a course of action to address the Notification Event is not agreed between the Accountable Body and the Project Authority Lead. Or
  - (d) A course of action to address the Notification Event is agreed between the Accountable Body and the Project Authority Lead but the Project Authority Lead fails to follow that course of action or any conditions attached to it are not met (including without limitation the timescale for such course of action). Or
  - (e) The course of action fails to remedy the Notification Event to the satisfaction of the Accountable Body.
- 8.5 If any of the circumstances set out in clause 8.4 occur the Accountable Body may by notice to the Project Authority Lead:
- (a) Require the Project Authority Lead to repay all or part of the Project Funding to the Accountable Body.
  - (b) Suspend or cease all further payments of Project Funding.
  - (c) Make all further payments of Project Funding subject to such conditions as the Accountable Body may specify provided that such conditions do not amend the Project Agreed Outputs, Project Outcomes or Project Impacts.
  - (d) Deduct all amounts owed to the Accountable Body under the terms of this Agreement from any other funding that the Accountable Body has awarded or may award to the Project Authority Lead. And/Or
  - (e) Exercise any other rights against the Project Authority Lead which the Accountable Body may have in respect of the Project Funding.
- 8.6 In the event that payment of the Project Funding is ceased or to be repaid in accordance with clause 8.5, either party shall be entitled to terminate this Agreement immediately on notice subject to the approval of the Joint Committee, provided where repayment is required, that the Project Authority Lead has repaid in accordance with clause 22. Where payment of Project Funding is suspended, the parties shall agree in good faith whether (i) the circumstances leading to suspension can be resolved, and if so agree a timetable for resolution; or (ii) whether the circumstance leading to suspension cannot be resolved whereupon either party shall be entitled to terminate this Agreement immediately on notice subject to the approval of the Joint Committee.

## 9. Payment of Project Funding to the Project Authority Lead

- 9.1 The Accountable Body shall pay Project Funding to the Project Authority Lead in accordance with the provisions of the Joint Committee Agreement subject to it being an equitable distribution of the Annual Funding Receipt and in accordance with any terms and conditions issued by the Welsh Government and the UK Government. The payment profile for the Project shall be calculated in accordance with clause 9.3 and as set out in Schedule 4. The process for the payment of Project Funding by the Accountable Body to the Project Authority Lead shall be as set out in this clause 9.
- 9.2 From the Commencement Date until the Parties have agreed in accordance with clause 6.7 that the Project has achieved Practical Completion the Project Authority Lead shall submit a claim for Project Funding to the Accountable Body at a frequency to be determined by the Accountable Body and as set out in Schedule 4 up to a maximum of the Annual Project Funding Allocation as set out in clause 9.3. The claim shall include a progress report on the Project. The progress report shall include an assessment of risks associated with the project and details of progress with achieving the Project Agreed Outputs. After the Parties have agreed in accordance with clause 6.7 that the Project has achieved Practical Completion the Project Authority Lead shall not be required to submit claims for Project Funding. Thereafter the Project Authority Lead shall complete annual monitoring returns in a form to be specified by the Accountable Body prior to the Accountable Body releasing any Project Funding to which the Project Authority Lead is entitled. The annual monitoring forms will include an obligation to report on the progress in achieving the Project Agreed Outputs. The Accountable Body reserves the right to impose additional monitoring requirements at a frequency and for such period as it considers reasonable in all the circumstances.
- 9.3 Subject to clause 9.6 the Accountable Body shall aim to pay the Annual Project Funding Allocation to the Project Authority Lead in accordance with the value of the funding received by the region, proportionate to the Approved Grant Value of the Project. This can be calculated as per the below equation:

$$PFA = \frac{A}{T} \times G$$

PFA = Annual Project Funding Allocation

A = Annual Funding Receipt (to the Swansea Bay City Region)

T = Total Programme Grant Award

G = Approved Grant Value (of the Project).

The above calculation is designed to support the Government Funding profile adopted by Welsh Government at the Commencement of this Agreement. There can be no amendment to the equation set out in this clause without the prior approval of the Joint Committee and in compliance with any terms and conditions issued by the Welsh or UK Governments.

- 9.4 In the event that there is an actual or anticipated material change to the financial case or Budget (as prescribed in Schedule 4) the Project Authority Lead shall immediately notify the Accountable Body who shall refer the matter to the Joint

Committee for consideration whether any adjustments to Project Funding or to the Maximum Project Funding Percentage are necessary.

- 9.5 The Accountable Body shall aim to pay Project Funding to the Project Authority Lead no later than 28 days after the Accountable Body receives the Government Funding from the Welsh Government.
- 9.6 The Accountable Body shall not be required to pay Project Funding to the Project Authority Lead if any of the following circumstances apply:
- (a) The Project Authority Lead has not submitted a claim and progress report to the Accountable Body.
  - (b) The Project Authority Lead has not submitted evidence that the claim relates to Expenditure that has been defrayed on the Projects.
  - (c) The Accountable Body does not receive Government Funding.
  - (d) The Projects have not completed the processes set out in clause 12 of the Joint Committee Agreement.
  - (e) The payment of Project Funding would cause the Accountable Body to breach any conditions imposed by the UK Government or the Welsh Government for the provision of funding for the Swansea Bay City Deal.
  - (f) The payment of Project Funding for Expenditure defrayed on any Project would cause the total amount of Project Funding paid to the Project Authority Lead in respect of that Project to exceed the total amount allocated to that Project when its business case was originally approved or as subsequently reapproved by the Welsh and UK governments.

## **10. Force Majeure**

- 10.1 In this clause, "**force majeure**" means an event beyond the control of the Project Authority Lead or the Accountable Body, which makes it impossible or illegal for a Party to perform its obligations under this agreement, including but not limited to:
- (a) Act of God;
  - (b) War, hostilities (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition or embargo;
  - (c) Rebellion, revolution, insurrection or military or usurped power, or civil war;
  - (d) Contamination by radio-activity from any nuclear fuel, or from any nuclear fuel or waste;
  - (e) Riot, commotion or disorder;
  - (f) Epidemic or pandemic.

- 10.2 Neither the Accountable Body nor the Project Authority Lead shall be considered in default or in breach of this Agreement to the extent that performance of their respective obligations under this Agreement is prevented by a force majeure event which arises after the execution of this Agreement.
- 10.3 Upon the occurrence of an event considered by a Party to constitute force majeure and which may affect performance of that Party's obligations, such Party shall promptly notify the other Party of that fact and the steps being taken by it to minimise or remove the circumstances giving rise to force majeure. Any Party affected by force majeure shall endeavour to continue to perform its obligations as far as is reasonably practicable.

## **11. Indemnity**

- 11.1 The Project Authority Lead shall on demand indemnify and keep indemnified the Accountable Body against all losses costs expenses actions charges claims damages proceedings and other liabilities sustained or incurred as a result of any breach by the Project Authority Lead of the terms of this Agreement.
- 11.2 The liability of the Project Authority Lead pursuant to clause 4.10(r) and clause 11.1 and for the avoidance of doubt any breach of clause 4.6 shall be limited to the total amount of Project Funding Payments received by the Project Authority Lead together with any direct losses occasioned by the Accountable Body.
- 11.3 The Accountable Body shall on demand indemnify and keep indemnified the Project Authority Lead against all losses costs expenses actions charges claims damages proceedings and other liabilities sustained or incurred as a result of any breach by the Accountable Body of the terms of this Agreement save where the Accountable Body is acting upon the instructions of the Joint Committee. The Project Authority Lead shall use all reasonable endeavours to mitigate and evidence any loss incurred.
- 11.4 The liability of the Accountable Body pursuant to clause 11.3 shall be limited to the total amount of Project Funding Payments paid to the Project Authority Lead. For the avoidance of doubt the liability of the Accountable Body shall not extend to any expectation the Project Authority Lead may have in relation to the award of future Project Funding.

## **12. Assignment**

- 12.1 This Agreement shall benefit and be binding on the Parties their respective successors and permitted assigns.
- 12.2 The Project Authority Lead may not without the prior written consent of the Accountable Body assign transfer sub-contract or in any other way make over to any third party the benefit and/or the burden of this Agreement or except as contemplated as part of the Project transfer or pay to any other person any part of the Project Funding.
- 12.3 If the Accountable Body is replaced as Accountable Body in accordance with clause 6 of the Joint Committee Agreement the Accountable Body shall assign the benefit and burden of this Agreement to the replacement Accountable Body



**13. Variation**

- 13.1 Any variation to this Agreement must be in writing and executed by the Parties in the same manner as this Agreement.

**14. Notices**

- 14.1 All notices under, or in connection with, this Agreement shall (unless otherwise stated) be given in writing by letter or e-mail and must prominently display the heading "Notice in relation to Swansea Bay City Region City Deal funding". Any such notice is deemed given as follows:

- (a) If given by letter such notice shall be deemed to be delivered on the second Working Day after being posted by first class prepaid post;
- (b) If delivered by hand upon delivery to the address or the next Working Day if after 4pm or on a weekend or public holiday;
- (c) If sent by e-mail attachment upon transmission or the next Working Day if after 4pm or on a weekend or public holiday;

provided that any notice given or delivered or deemed to have been given or delivered on a day which is not a Working Day or after 4 pm on a Working Day shall be deemed instead to have been given or delivered on the next following Working Day.

- 14.2 The address and e-mail address of the Accountable Body and the Project Authority Lead are as follows (or such other address or e-mail address notified to the relevant Party from time to time):

**Accountable Body**

Carmarthenshire County Council, County Hall, Carmarthen, SA31 1JP

Email Address (Section 151 Officer): [cmoore@carmarthenshire.gov.uk](mailto:cmoore@carmarthenshire.gov.uk)

**Project Authority Lead**

Neath Port Talbot CBC, Civic Centre, Port Talbot, SA13 1PJ

Email Address (Section 151 Officer): [h.jones@npt.gov.uk](mailto:h.jones@npt.gov.uk)

**15. Confidentiality**

- 15.1 Subject to clause 16 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.

15.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- (a) At the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving Party;
- (b) Is already known to the receiving Party as evidenced by written records at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence; or
- (c) Is at any time after the date of this Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that party to the disclosing Party.

## **16. Freedom of Information**

16.1 The Parties acknowledge that the Accountable Body and the Project Authority Lead are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and each Party shall assist and co-operate with the other Party to enable the other Party to comply with these information disclosure requirements and shall provide all necessary assistance as reasonably requested by the other Party to enable the other Party to respond to a request for information within the time for compliance set out in section 10 of the Freedom of Information Act 2000 or regulation 5 of the Environmental Information Regulations 2004.

## **17. Data Protection**

17.1 Each Party shall comply with the provisions and obligations imposed on it by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement.

17.2 Each Party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

17.3 To the extent any Party processes any Personal Data on behalf of the other Party or another Council that Party shall:

- (a) Process such Personal Data only in accordance with the other Party's or the relevant Council's written instructions from time to time and only for the duration of this Agreement.
- (b) Not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the other Party or the relevant Council.
- (c) Take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, limit such access to its personnel who require access, and remove, when no longer required, such access

to the Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data.

- (d) Implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access.
- (e) Not transfer such Personal Data to a country where the General Data Protection Regulation does not apply without the prior written consent of the other Party or the relevant Council.
- (f) Inform the other Party or the relevant Council within twenty four (24) hours if any such Personal Data is (while within the processing Party's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or within such other time period as required under other Data Protection Laws, or is lost or destroyed or becomes damaged, corrupted or unusable.
- (g) Only appoint a third party to process such Personal Data with the prior written consent of the other Party or the relevant Council.
- (h) Not use or disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or the relevant Council or as expressly provided for in this Agreement.
- (i) Return or irretrievably delete all Personal Data on termination or expiry of this Agreement and not make any further use of such Personal Data.
- (j) Provide to the other Party or the relevant Council and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and the Data Protection Laws.
- (k) Permit the other Party or the relevant Council or its representatives to access any relevant premises, personnel or records of the processing Party on reasonable notice to audit and otherwise verify compliance with this clause.
- (l) Take such steps as are reasonably required to assist the other Party's or the Relevant Council's compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR and other applicable Data Protection Laws.
- (m) Notify the other Party or the relevant Council within two (2) Working Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (n) Provide the other Party or the relevant Council with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.

- 17.4 If any Party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other Party or to the other Party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Party and it shall provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 17.5 If any Party requires the other Party to make any disclosures or provide any information in respect of this Agreement in order to enable the Party who needs such disclosures to meet its obligations under the Data Protection Laws the other Party shall do so.
- 17.6 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

**18. State Aid**

- 18.1 If any part of the Project Funding made available under this Agreement is found to be unlawful State aid the Accountable Body shall be entitled to recover directly from the Project Authority Lead any part of that State aid which has been given to the Project Authority Lead together with interest.

**19. Duration**

- 19.1 This Agreement shall continue in force until all the Project Agreed Outputs have been achieved and all obligations of the Parties under this Agreement have been satisfied in full.
- 19.2 Clauses 11 16 17 18 and 22 shall continue in force after the expiry or termination of this Agreement.

**20. Suspension of Payments (where a Notification Event does not apply)**

- 20.1 The Accountable Body may suspend payments of Project Funding if the Welsh Government or the UK Government suspend payment of Government Funding to the Accountable Body and if the suspension is not permanent, the Parties shall agree reasonable amendments to the requirement to deliver the Project Agreed Outputs for the duration of the suspension. The Parties shall also be entitled to terminate the agreement by notice of one to the other if both Parties agree that the suspension is either permanent or is continuing or likely to continue for an unsustainable period of time and written consent for such termination has been given by the Welsh Government.

**21. Withdrawal of Project Funding (where a Notification Event does not apply)**

- 21.1 The Accountable Body may withdraw its agreement to pay the Project Funding to the Project Authority Lead if the Welsh Government or the UK Government withdraw the award of Government Funding and thereafter the Parties shall be entitled to terminate this Agreement by notice of one to the other if written consent for such termination has been given by the Welsh Government. Where the Project Funding is withdrawn in accordance with this clause 21, the obligations imposed on the Project Authority Lead under this Agreement shall be suspended until such time as Welsh Government has made a decision as to whether to give consent for the Agreement to be terminated.

## **22. Repayment of Project Funding**

- 22.1 Save where the Accountable Body has breached the terms of this Agreement and subject to the indemnity in clause 11.4 the Accountable Body may require the Project Authority Lead to repay all or part of the Project Funding to the Accountable Body if the Accountable Body is required to repay all or part of the Government Funding to the Welsh Government or the UK Government.
- 22.2 If a Notification Event occurs the Accountable Body may require the Project Authority Lead to repay Project Funding to the Accountable Body in accordance with clause 8.
- 22.3 The Accountable Body may deduct amounts owed to it as repayment from any other funding that the Accountable Body may have awarded or may award to the Project Authority Lead.
- 22.4 All repayments of Swansea Bay City Deal funding must be made to the Accountable Body within 28 days of the date of the Accountable Body's demand.
- 22.5 The Project Authority Lead shall unless the Accountable Body agrees otherwise, repay to the Accountable Body any Project Funding Payments made to it as a result of an administrative error whether such error is made by the Accountable Body, the Project Authority Lead or any other person.

## **23. Waiver**

- 23.1 No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of that or any other right or remedy.

## **24. Termination**

- 24.1 The Parties agree that this Agreement may be terminated upon terms agreed by the Parties.

## **25. Dispute Resolution**

- 25.1 The Parties to this Agreement undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 25.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 25
- 25.3 All disputes, claims or differences between the Parties arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall, at the written request of any Party be referred by each Party to its Head of Paid Service.

- 25.4 If the Heads of Paid Service of the Parties do not agree a resolution of the Dispute within ten Working Days of the date of service of any such request the matter shall be referred to the Joint Committee.
- 25.5 If the Joint Committee is unable to resolve the dispute either Party may require the other Party by notice in writing to attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Within five Working Days of the date of service of such notice the Parties shall each propose a mediator and shall seek to agree as to the selection of a mediator.
- 25.6 If the Parties are unable to agree on a mediator within ten Working Days of date of service of the notice referred to in clause or the mediator agreed upon is unable or unwilling to act and the Parties cannot agree upon a substitute, any Party may apply to CEDR to appoint a mediator as soon as practicable.
- 25.7 The Parties shall within five Working Days of the appointment of the mediator (the "Mediator") meet with him in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 25.8 All negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future proceedings.
- 25.9 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the Parties or their duly authorised representatives, shall be and remain binding upon the Parties.
- 25.10 The costs and expenses of the mediation shall be borne equally by the Parties. Each Party shall bear its own costs and expenses of its participation in the mediation.
- 25.11 If mediation fails to secure a resolution within ten Working Days of the Mediator being appointed, the Parties shall attempt to settle the Dispute by arbitration under the Rules of the London Court of International Arbitration (which Rules are deemed to be incorporated by reference into this clause) and otherwise in accordance with clause 25.12.
- 25.12 In the event that an arbitration is commenced pursuant to clause 25.11 the Parties agree that:
- (a) The tribunal shall consist of one arbitrator who is to be a chartered accountant who is a member of the Consultative Committee of Accountancy Bodies (CCAB) if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter as the Parties may agree in writing;
  - (b) The place of the arbitration shall be Swansea;
  - (c) The decision of the arbitrator shall be final and binding on the Parties (save in the case of manifest error).

## **26. Interest**

- 26.1 If the Project Authority Lead fails to pay any sum due to the Accountable Body on the due date, such sum will bear interest both before and after judgment at the rate of 2% per annum above the Bank of England Bank Rate from time to time or such other rate as may be required by State Aid rules until paid in full. The Accountable Body may, but need not, set off sums payable to it to the Project Authority Lead against any unpaid sums.
- 26.2 If the Accountable Body fails to pay any sum due to the Project Authority Lead on the due date, such sum will bear interest both before and after judgment at the rate of 2% per annum above the Bank of England Bank Rate from time to time or such other rate as may be required by State Aid rules until paid in full. The Project Authority Lead may, but need not, set off sums payable to it to the Accountable Body against any unpaid sums.

## **27. Decisions of the Accountable Body and the Project Authority Lead**

- 27.1 Except where any agreement decision or determination to be made by the Accountable Body or the Project Authority Lead under or in connection with this Agreement is expressly qualified such agreement decision or determination by either of the Parties shall be made by the Party in its absolute discretion.

## **28. Contracts (Rights of Third Parties) Act 1999**

- 28.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

## **29. Entire Agreement**

- 29.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements promises assurances warranties representations and understandings between them whether written or oral relating to its subject matter. Nothing in this Agreement shall exclude liability for fraudulent misrepresentation or any other liability in consequence of any fraudulent act.
- 29.2 In the event of any conflict between provisions of this Agreement and provisions of the Joint Committee Agreement the provisions of this Agreement shall have precedence over the provisions of the Joint Committee Agreement.

## **30. Severability**

- 30.1 If at any time any provision of this Agreement is or becomes illegal invalid or unenforceable in any respect that shall not affect or impair the legality validity or enforceability of any other provision of this Agreement.

## **31. Execution**

- 31.1 This Agreement may be executed and delivered in any number of counterparts but will only be effective when both Parties have executed at least one counterpart. Each counterpart of this document shall constitute an original of this document but the counterparts together constitute one and the same

document and together shall have the same effect as if each Party had signed the same document.

**32. Governing Law**

32.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

32.2 The Accountable Body and the Project Authority Lead irrevocably agree that any legal action or proceedings arising out of or relating to this Agreement may be brought and enforced in the courts of England and Wales and irrevocably submit to such jurisdiction.



IN WITNESS whereof the Parties have executed this Agreement on the date set out at the start of this Agreement.

EXECUTED for and on behalf of  
Carmarthenshire County Council by affixing the common seal of Carmarthenshire  
County Council in the presence of

SIGNATURE .....

NAME

POSITION

EXECUTED for and on behalf of  
Neath Port Talbot County Borough Council

SIGNATURE .....

NAME

POSITION

## **Schedule 1 Projects**

- 1 The Project Authority Lead is responsible for the utilisation or distribution of funding from the Swansea Bay City Deal to the following projects:
  - 1.1 Homes as Power Stations

## Schedule 2 Notification Events

- 1 Repayment of any part of the Project Funding is required under European Law.
- 2 Repayment of any part of the Project Funding is required by HM Treasury or the Welsh Government.
- 3 The Accountable Body fails to comply with any conditions imposed on the Accountable Body by the UK Government or the Welsh Government in the Funding Award Letter.
- 4 The Project Authority Lead fails to comply with any obligations imposed on the Project Authority Lead by the Accountable Body in this Agreement.
- 5 The Project Funding in full or in part is not being used for the Purposes.
- 6 The Accountable Body fails to achieve the Targets.
- 7 The Project Authority Lead fails to achieve the Project Agreed Outputs.
- 8 There is unsatisfactory progress towards completing the Purposes.
- 9 The Accountable Body or the Project Authority Lead fails to provide information requested by the Welsh Government the European Commission or the European Court of Auditors or any of its auditors agents or representatives about the Purposes.
- 10 The Project Authority Lead fails to provide information requested by the Accountable Body or any of its auditors agents or representatives.
- 11 The Welsh Government has reason to believe that the Accountable Body or any of its employees or suppliers or any other person engaged by the Accountable Body in relation to the Purposes is or has been involved in fraudulent activity whilst the Purposes are or were being carried out.
- 12 The Accountable Body has reason to believe that the Project Authority Lead or any of its employees or suppliers or any other person engaged by the Project Authority Lead in relation to the Projects is or has been involved in fraudulent activity whilst the Projects are or were being carried out.
- 13 The Welsh Government has made an overpayment of Project Funding to the Accountable Body.
- 14 The Accountable Body has made an overpayment of Project Funding to the Project Authority Lead.
- 15 Any declaration made by the Accountable Body to the Welsh Government is discovered to be materially incorrect at the time it was given.
- 16 Any declaration made by the Project Authority Lead to the Accountable Body is discovered to be materially incorrect at the time it was given.
- 17 There has been a modification to the auditor's opinion on the financial statements of the Accountable Body or the Project Authority Lead.

- 18 Any event occurs or circumstances arise which in the opinion of the Welsh Government gives reasonable grounds for believing that the Accountable Body may not or may be unable to perform or comply with any of its obligations under conditions imposed by the UK Government or the Welsh Government in the Funding Award Letter.
- 19 Any event occurs or circumstances arise which in the opinion of the Accountable Body gives reasonable grounds for believing that the Project authority Lead may not or may be unable to perform or comply with any of its obligations under this Agreement.

### **Schedule 3 Terms and conditions of award of Swansea Bay City Deal funding**

- 1 The Accountable Body shall comply with all terms and conditions contained in the Funding Award Letter set out below.

Please see attached:

- Award of Funding Offer Cover Letter - Issued 24<sup>th</sup> October 2019
- Award of Funding Offer – Issued 24<sup>th</sup> October 2019
- Award of Funding Letter – Swansea Bay City Region Deal – Issued 16<sup>th</sup> December 2020



**Funding Award**  
Funding Award City I



**Funding Award**  
SBCRCD - Award of Fi



**Funding Award city**  
deal 2021.pdf



**Funding Award**  
SBCRCD - Award of Fi

## Schedule 4 Financial Profile for the Project

### Budget

Expenditure	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Total
	2018/19 (£m)	2019/20 (£m)	2020/21 (£m)	2021/22 (£m)	2022/23 (£m)	2023/24 (£m)	2024/25 (£m)	2025/26 (£m)	
Capital	£ -	£ -	£ -	£ 31.44	£ 65.96	£ 99.70	£ 137.45	£ 170.95	£ 505.50
Revenue	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -
<b>Total</b>	<b>£ -</b>	<b>£ -</b>	<b>£ -</b>	<b>£ 31.44</b>	<b>£ 65.96</b>	<b>£ 99.70</b>	<b>£ 137.45</b>	<b>£ 170.95</b>	<b>£ 505.50</b>
Funding									
Swansea Bay City Deal Grant	£ -	£ -	£ -	£ 1.95	£ 4.20	£ 4.45	£ 3.45	£ 0.95	£ 15.00
Public Sector	£ -	£ -	£ -	£ 6.42	£ 14.08	£ 22.20	£ 31.40	£ 40.50	£ 114.60
Private Sector	£ -	£ -	£ -	£ 23.07	£ 47.68	£ 73.05	£ 102.60	£ 129.50	£ 375.90
<b>Total</b>	<b>£ -</b>	<b>£ -</b>	<b>£ -</b>	<b>£ 31.44</b>	<b>£ 65.96</b>	<b>£ 99.70</b>	<b>£ 137.45</b>	<b>£ 170.95</b>	<b>£ 505.50</b>

Maximum Funding Percentage (City Deal Grant Award): 3% (£15.00/£505.50\*100)

Material change to the Budget = 10% of the total Budget

This formula is subject to change in the event that the Government Funding profile changes and has to be approved by the Joint Committee.

### Payment Profile

Project	Year 1 2018-19	Year 2 2019-20	Year 3 2020-21	Year 4 2021-22	Year 5 2022-23	Year 6 2023-24	Year 7 2024-25	Year 8 2025-26
Regional Homes as PowerStation's	1,120,332	1,120,332	1,120,332	1,462,952	1,462,952	1,462,952	1,462,952	1,462,952
Project	Year 9 2026-27	Year 10 2027-28	Year 11 2028-29	Year 12 2029-30	Year 13 2030-31	Year 14 2031-32	Year 15 2032-33	Total
Regional Homes as PowerStation's	1,462,952	1,462,952	329,461	267,220	267,220	267,220	267,219	15,000,000

This is an anticipated profile and subject to change by UK and Welsh Governments.

### Applications for Payment

The frequency of claims for payment to be made by the PAL up to the point when Practical Completion is agreed between the Parties. After the date of PC annual monitoring forms are to be submitted by the PAL to trigger the release of further funding due to the PAL.

Claim Period	Claim Deadline
Quarter 1	31 <sup>st</sup> July
Quarter 2	31 <sup>st</sup> October
Quarter 3	31 <sup>st</sup> January
Quarter 4	15 <sup>th</sup> April

Schedule 5 – not used

### Schedule 6 Project Agreed Outputs

Benefit No:	Benefit Description	Benefit Target	Targeted End Achievement Date	Year Time Value			Data Sources	Activities Required/Critical Dates	Responsible Officer/Who will deliver it	How will it be evidenced	Reporting
				5yrs	10 yrs	15yrs					
HAPS 1	Reduction in energy use as a result of the additional technologies funded by HAPS for new build and retrofit homes	New build = £564 per home Retrofit = £758 per home	2033			X	Independent monitoring via sensors	Procurement of monitoring & evaluation service / Q2 2021	SRO / Local Authority Partners / Independent monitoring & evaluation organisation	Independent monitoring & evaluation reports generated from the appointed monitoring & evaluation organisation - data obtained via sensors and surveys	Real time independent monitoring reports / Quarterly reports to HAPS Project Board
HAPS 2	Reduction in greenhouse gas (GHG) emissions as a result of reduction in energy use	New build = £71 per home Retrofit = £99 per home	2033			X	Independent monitoring via sensors	Procurement of monitoring & evaluation service / Q2 2021	SRO / Local Authority Partners / Independent monitoring & evaluation organisation	Independent monitoring & evaluation reports generated from the appointed monitoring & evaluation organisation - data obtained via sensors and surveys	Real time independent monitoring reports / Quarterly reports to HAPS Project Board

### Schedule 7 Project Outcomes



Benefit No:	Benefit Description	Benefit Target	Targeted End Achievement Date	Year Time Value			Data Sources	Activities Required/Critical Dates	Responsible Officer/Who will deliver it	How will it be evidenced	Reporting
				5yrs	10 yrs	15yrs					
HAPS 3	Jobs created (indirect)	1,804	2033			X	Project monitoring Industry monitoring	Supply Chain Fund to be established Business Engagement post appointed	SRO / Project Team / Industry / Fund recipients	Industry evidence / surveys / business engagement	Quarterly reporting to HAPS Project Board and City Deal governance
HAPS 3a	Jobs with salary uplift	167	2027	X			Industry evidence	Project completion	SRO / LA partners / Industry	Industry evidence	Quarterly reporting to HAPS Project Board
HAPS 4	Private Sector leverage	£375.9m	2027	X			Formal declarations from developers & fund recipients	Financial Incentives Fund to be established Supply Chain development fund to be established Knowledge sharing	SRO / RSLs / Private Sector Developers	Industry evidence	Quarterly reporting to HAPS Project Board and City Deal governance
HAPS 5	Public Sector leverage	£114.6m	2027	X			Formal declarations	Financial Incentives Fund to be established Supply Chain development fund to be established Knowledge sharing	SRO / RSLs / Private Sector Developers	Written declarations	Quarterly reporting to HAPS Project Board and City Deal governance
HAPS 6	GVA - net additional	£251m	2033			X	Industry evidence	Implementation of HAPS project activities	SRO / Local Authority Partners	Portfolio level economic evaluation	Portfolio level reporting

## Schedule 8 Project Impacts

Benefit No:	Benefit Description	Benefit Target	Targeted End Achievement Date	Year Time Value			Data Sources	Activities Required/Critical Dates	Responsible Officer/Who will deliver it	How will it be evidenced	Reporting
				5yrs	10 yrs	15yrs					
HAPS 9	Additional economic activity in region through supply chain development	Develop renewable industry in the region through creating demand for the supply chain	2027	X			Business engagement activity / ONS data / job creation evidence / uplift in salaries info	Establish regional supply chain development fund (Q3 2021) Appointment of Business Engagement post / Q2 2021 Stakeholder engagement incl. Industry Wales	SRO / LA Partners / Project Team / Industry	Business surveys	Quarterly reporting to HAPS Project Board
HAPS 10	Greater take up of investment in energy efficient technology		2027	X			Monitoring reports	Monitoring & dissemination programme	SRO / LA Partners / Project Team / M&E organisation	Monitoring reports on take up of technologies	Quarterly reporting to HAPS Project Board
HAPS 11	Shared learning and avoidance of abortive costs for future developments		2027	X			Monitoring reports	Open access knowledge sharing platform	SRO / Project Team / LA Partners / Industry	Feedback from industry and stakeholders	Quarterly reporting to HAPS Project Board
HAPS 12	Local security of energy supply through demand side response management		2033			X	Monitoring reports	Project implementation	SRO / Project Team / LA Partners / Industry	Evaluation reports from monitoring activity - independently evaluated	Quarterly reporting to HAPS Project Board
HAPS 13	Improved health and wellbeing - reduction in respiratory and cardiovascular conditions.		2033			X	Monitoring reports	Project implementation	SRO / LA Partners / Project Team / Health organisations	Evaluation reports from monitoring activity - independently evaluated / engagement with health organisations e.g. Public Health Wales	Quarterly reporting to HAPS Project Board
HAPS 14	Warmer homes		2033			X	Monitoring reports	Project implementation	SRO / LA Partners / Project Team / M&E organisation	Evaluation reports from monitoring activity - independently evaluated Surveys	Quarterly reporting to HAPS Project Board
HAPS 15	Improved air quality in homes via combined heating and mechanical ventilation - ensuring good air quality all year round.		2033			X	Monitoring reports	Project implementation	SRO / LA Partners / Project Team / M&E organisation	Evaluation reports from monitoring activity - independently evaluated Surveys	Quarterly reporting to HAPS Project Board
HAPS 16	Encourage behavioural change (residents and industry) leading to greater take up in energy efficient technologies		2033			X	Monitoring reports	Dissemination / education project	SRO / LA Partners / Project Team / M&E organisation	Stakeholder engagement surveys	Quarterly reporting to HAPS Project Board
HAPS 17	Mainstream energy positive homes.		2027	X			Monitoring reports	Project implementation	SRO / LA Partners / Project Team / Industry	Industry engagement / surveys / evidence	Quarterly reporting to HAPS Project Board
HAPS 18	Aggregation of demand - which results in reduced cost of technologies		2027	X			Monitoring reports	Project implementation	SRO / LA Partners / Project Team / Industry	Industry engagement / surveys / evidence	Quarterly reporting to HAPS Project Board
HAPS 19	diversification of the economy / centre of excellence of renewable technologies for housing		2033			X	Monitoring reports	Project implementation	SRO / LA Partners / Project Team / Industry	Industry engagement / surveys / evidence	Quarterly reporting to HAPS Project Board
HAPS 20	Overall improvement in domestic SAP/EPC ratings		2033			X	Monitoring reports	Project implementation	SRO / LA Partners / Project Team / Industry	Industry engagement / surveys / evidence	Quarterly reporting to HAPS Project Board
HAPS 21	Increased skills development		2033			X	Training and skills surveys	Project implementation	SRO / RLSP / Industry / FE & HE	Training and skills surveys	Quarterly reporting to HAPS Project Board

## **Schedule 9 Communication from Welsh Government**

**Email Author: Debra Carter, Deputy Director, Local Government Strategic Finance**

**Email Dated: 30<sup>th</sup> September 2020**

The conditions in the initial Award of Funding Letter (of 24 October 2019) reflect the fact that the Letter was issued in exceptional circumstances, based on the business cases for the Yr Egin and Swansea Waterfront projects rather than on the basis of an approved business case for the programme as a whole, as was the original intention.

The intention for the Deal (in common with other deals) was that the funding contribution from the UK Government and the Welsh Government would be allocated to the Region for the programme as a whole rather than to individual projects, with the Joint Committee managing the allocation of funds between projects, overseeing delivery and reporting to government on the progress for the programme as a whole. This is why the targets in the Letter included the establishment of programme management arrangements and the provision of programme documentation as recommended in the Independent Review – the aim being to restore the Deal to a programme based approach. In the absence of the programme management arrangements and documentation, the targets in the initial Letter needed to go into more detail about the requirements for the two approved projects than would otherwise have been the case.

Subject to the conditions in the initial Letter being met, the intention for future award of funding letters is to move them onto a programme based approach as originally planned, with the targets referring to programme level monitoring and deliverables rather than individual projects. These targets will draw on recommendations in the Accounting Officer Reviews where necessary. We would expect the programme level monitoring to include progress on the preparation, approval and delivery of project business cases but it is not our intention to include details of deliverables within projects, or the contributions of individual projects to the programme deliverables, in the targets within future award of funding letters. This assumes the programme arrangements being put in place continue to operate as planned.

We also discussed the approach to the assessment of delivery and the measurement of targets more generally. We have recognised in previous discussions that the programme and project business cases will be live documents which will need to be updated from time to time to reflect changing circumstances. Within the Welsh Government, we also recognise that some programme targets will be hard, measurable deliverables or benefits which can be attributed to specific actions and investments through the Deal (eg. the completion of physical assets), while others (such as growth in GVA or jobs created) will be more difficult to measure and to attribute specifically to the Deal actions. Some deliverables will also be more susceptible to external factors which are beyond the control of the Region over the lifetime of the Deal. Our focus for funding purposes would be on the delivery of the programme level outcomes and benefits rather than the individual contributions from the constituent projects, and we would expect to take a realistic approach to the need for changes, engaging in discussions with the Region about the need for targets to be updated where necessary.

**Email Author: Debra Carter, Deputy Director, Local Government Strategic Finance**

**Email Dated: 16<sup>th</sup> October 2020**

I think your proposed approach sets things out clearly and looks proportionate and practicable. I think the key thing, in addition to providing that clarity, is that it allows both the Project Authority and Accountable Body to agree variations if necessary.

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**DATED**

**2022**

**(1) CARMARTHENSHIRE COUNTY COUNCIL  
(2) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

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**Agreement in relation to the distribution of funding from the Swansea Bay  
City Deal in respect of the programme – Supporting Innovation and Low  
Carbon Growth**

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**BETWEEN:**

- (1) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP (“the Accountable Body”); and
- (2) Neath Port Talbot County Borough Council of Civic Centre, Port Talbot, SA13 1PJ (“the Project Authority Lead”)

**WHEREAS**

- A Carmarthenshire County Council is the Accountable Body for the distribution of funds from the Swansea Bay City Deal.
- B The projects listed at Schedule 1 to this Agreement have gone through the procedure set out in clause 12 of the Joint Committee Agreement and been approved for funding from the Swansea Bay City Deal.
- C The Accountable Body has received and accepted an award of Swansea Bay City Deal funding consisting of funding from the Welsh Government and the UK Government in a letter from the Welsh Government dated 24 October 2019 which imposed terms and conditions on the provision of Swansea Bay City Deal funding (“the Funding Award Letter”). The Funding Award Letter is attached at Schedule 3 to this Agreement. As and when any further funding award letters are issued by the UK or Welsh Government relevant to the Projects listed in Schedule 1 and following approval of the conditions by the Project Authority Lead they will be appended to Schedule 3 and be incorporated into this Agreement.
- D This Agreement sets out the terms on which funding will be paid by the Accountable Body to the Project Authority Lead for payment to a project.

**IT IS AGREED AS FOLLOWS**

**1. Definitions and Interpretation**

- 1.1 The following definitions and rules of interpretation apply in this Agreement:

**“Accountable Body”** means the body appointed under the Joint Committee Agreement as Accountable Body for the Swansea Bay City Deal;

**“this Agreement”** this agreement entered into by the Accountable Body and the Project Authority Lead for the payment of Project Funding to the Project Authority Lead and the Project Authority Lead’s role in utilising



	Project Funding and/or distributing Project Funding to the Projects;
<b>“Annual Funding Receipt”</b>	the amount of Government Funding allocated to the Swansea Bay City Region for the Swansea Bay City Deal for each year;
<b>“Annual Project Funding Allocation”</b>	the amount of Project Funding allocated to the Project for each year, calculated in accordance with clause 9.3;
<b>“Approved Grant Value”</b>	the total amount of Government Funding allocated to the Project as approved in the Heads of Terms issued by Welsh Government and dated March 2017 and as subsequently varied or amended by Welsh Government;
<b>“Budget”</b>	the budget for the Project set out in Schedule 4 to include the Project Funding and all other sources of funding revenue or income streams and a profile of the Project Expenditure;
<b>“Business Case”</b>	means the business case for the Project as approved by the Joint Committee and Welsh Government and as subsequently updated or amended in accordance with this Agreement extracts of which are set out in Schedule 4;
<b>“Commencement Date”</b>	the date of this Agreement;
<b>“Council”</b>	a local authority which is party to the Joint Committee Agreement;
<b>“DPA”</b>	the Data Protection Act 2018;
<b>“DP Regulator”</b>	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

<b>“Data”</b>	any data, document, code, information or Personal Data in connection with this Agreement;
<b>“Data Protection Laws”</b>	any applicable laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of Personal Data relating to natural persons;
<b>“Data Subject”</b>	shall have the meanings set out in the GDPR and the DPA;
<b>“Expenditure”</b>	means all eligible expenditure incurred for agreed Project Purposes and within the expenditure limits approved by Welsh Government;
<b>“Funding Agreement”</b>	an agreement between the Project Authority Lead and a Recipient of Government Funding for a Project based on a template approved by the Joint Committee and to be amended as appropriate and applied to the Projects specified in the agreement;
<b>“Funding Award Letter”</b>	a letter from the Welsh Government dated 24 October 2019 together with any subsequent letters from the UK or Welsh Government which award funding from the Welsh Government and the UK Government relevant to the Projects set out in Schedule 1 and which impose terms and conditions on the provision of Government Funding for the Swansea Bay City Deal and which have been approved by the Project Authority Lead;
<b>“GDPR”</b>	the General Data Protection Regulation;
<b>“Government Authority”</b>	means: (a) any government (de jure or de facto) of the United Kingdom or any political sub-division of the United Kingdom or any local jurisdiction of the United Kingdom; and (b) any governmental authority or statutory legal fiscal monetary or administrative body which operates or has jurisdiction directly or indirectly in the United Kingdom; or

(c) any instrumentality commission court or agency of any of the above however constituted; or (d) any association organisation or institution of which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant;

**“Government Funding”**

funding to be made available to the Projects from the UK Government and Welsh Government pursuant to the Swansea Bay City Deal Joint Committee Agreement;

**“Intellectual Property Rights”**

patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including Know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**“Joint Committee”**

the joint committee established by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea for the Swansea Bay City Region under the provisions of section 101 of the Local Government Act 1972;

**“Joint Committee Agreement”**

an agreement entered into by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea for the establishment of a joint committee for the Swansea Bay City Region dated 29<sup>th</sup> August 2018 and as

			varied by a Deed of Variation dated 11 <sup>th</sup> December 2019;
<b>“Know-How”</b>			information data know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research design development manufacture use or sale;
<b>“Legal Charge”</b>			a legal charge and/or restriction given by the Project Authority Lead if requested by the Accountable Body in a form to be agreed between the Parties and in accordance with clause 4.9
<b>“Maximum Project Funding Percentage”</b>			the maximum percentage of expenditure on the Project to be funded by way of Project Funding in accordance with the Financial Profile set out in Schedule 4;
<b>“Notice of Breach”</b>			a notice served by one Party on another Party in accordance with clause 7 requiring the other Party to take action in respect of a breach of this Agreement;
<b>“Notification Events”</b>			any of the events set out in Schedule 2 to this Agreement;
<b>“Party”</b>			means each of the Accountable Body and the Project Authority Lead as the context requires and “Parties” means both of them;
<b>“Portfolio Management Office”</b>			the portfolio management office established by the Councils to manage the Swansea Bay City Deal;
<b>“Practical Completion”</b>			when the Parties agree that the works necessary to deliver the Project have been completed or a defined stage in project delivery has been achieved;
<b>“Project”</b>			a project for which Project Funding has been awarded details of which are set out at Schedule 1 to this Agreement;

<b>“Project Agreed Outputs”</b>	the first level of direct immediate term results associated with a project. These outputs are defined within the Project Business Case and are the defined achievements as a direct result of investment into the Project and are set out in Schedule 6.
<b>“Project Authority Lead”</b>	the Neath Port Talbot CBC a local authority with responsibility for the Government Funding element of funding for the Projects;
<b>“Project Funding”</b>	the sum from the Government Funding to be paid by the Accountable Body to the Project Authority Lead for the Project;
<b>“Project Funding Payment”</b>	a payment of the Project Funding or any of it to the Project Authority Lead by the Accountable Body;
<b>“Project Impacts”</b>	the third level of project results and the long-term consequence of a project. Project Impacts are the macro economic benefits of successful project delivery to the Swansea Bay City Region. These are positive purposes that meet local and national aims and objectives as a result of project completion and are set out in Schedule 8.
<b>“Project Outcomes”</b>	The second level of results associated with a project and the medium-term consequences of the Project. Outcomes relate to the project goal or aim. These are consequential outcomes as a result of the achievement of the Project Agreed Outputs and are set out in Schedule 7.
<b>“Project Purposes”</b>	the purposes set out in the Funding Award Letter;

<b>“Recipient”</b>	a legal entity with which the Project Authority Lead may enter into a Funding Agreement;
<b>“Request for Change to the Project Agreed Outputs”</b>	a notice served by one Party on another Party in accordance with clause 6.3 to request a change to the Project Agreed Outputs;
<b>“State Aid Rules”</b>	the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109) secondary legislation including frameworks guidelines and block exemptions produced by the European Commission regarding the application of Articles 107 to 109 and any rules that come into force in the United Kingdom to replace the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union;
<b>“Swansea Bay City Deal”</b>	a programme supported by the UK Government and the Welsh Government to use technological innovation and commercialisation to deliver sustainable growth and reduce economic dependency for the Swansea Bay City Region;
<b>“Swansea Bay City Region”</b>	the administrative area covered by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea for local authority services;
<b>“Targets”</b>	the targets imposed on the Accountable Body by the Welsh Government in the Funding Award Letter;
<b>“Total Programme Grant Award”</b>	the total amount of Government Funding allocated to the Swansea Bay City Region for the Swansea Bay City Deal as approved in the Heads of Terms issued by Welsh Government and dated March 2017 and as subsequently varied or amended by Welsh Government;

**“Welsh Government Officials”** Debra Carter Deputy Director Local Government Strategic Finance and Nick McNeill Head of City Deals or such other officials as the Welsh Government may notify the Accountable Body;

**“Working Day”** means a day which is not a Saturday Sunday or public holiday in England and Wales.

- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.6 Words preceding “include”, “includes” “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context and the rule of interpretation known as “eiusdem generis” shall not apply.
- 1.7 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules. In the event of any conflict between provisions of this Agreement the clauses in the body of the Agreement shall have precedence over the Schedules.
- 1.8 A reference to a recital or clause or schedule or part of a schedule is unless the context otherwise requires a reference to a recital to or a clause of or a schedule or a part of a schedule to this agreement, and references to this agreement include its schedules, Annexes and recitals and references in a schedule to paragraphs are to paragraphs of that schedule.
- 1.9 References to “the Parties” shall be to the parties to this Agreement.
- 1.10 A “certified copy” of any document shall be construed as a reference to a photostatic copy of such document which has annexed to it or printed on its front page a certificate signed by an officer of the Project Authority Lead or the Accountable Body (as the case may be) confirming that such photostatic copy is a true and up-to-date copy of the original.
- 1.11 Any provision which provides that an action or thing may not be taken or done by one Party without the “consent” or “approval” of the other Party will be deemed to provide also that:

- (a) the Party seeking to take the action or do the thing in question will request the consent or approval of the other Party in writing and provide promptly and in sufficient time for the other Party to consider it, all information reasonably necessary for the other Party to make an informed decision as to whether or not consent or approval should be granted;
  - (b) the Party receiving the request for consent or approval will consider it in good faith; and
  - (c) the consent or approval must be given in writing and the relevant action or thing may not be done unless and until the consent or approval has been granted;
  - (d) a reference to “the Accountable Body” or “the Project Authority Lead” or “the Recipient” or any other person includes its (and any subsequent) successor(s) in title and permitted transferee(s) or permitted assignee(s).
- 1.12 Any reference to a “person” shall be construed as a reference to an individual, firm, company, corporation, government state or agency of a state or any association or partnership (whether or not having a separate legal entity) of two or more of the foregoing.
- 1.13 A reference to any document includes that document as amended, varied, novated or supplemented from time to time.
- 1.14 A reference to law includes without limitation any (1) statute, decree, constitution, regulation, order, judgment or directive of any Government Authority (2) treaty, pact or other agreement to which any Government Authority is a signatory or party and/or (3) judicial or administrative interpretation or application thereof and, in each such case, is a reference to the same as amended, substituted or re-enacted from time to time.

## **2. Statutory Authority**

- 2.1 The award of funding to the Projects under the Swansea Bay City Deal and the payment of Project Funding by the Accountable Body to the Project Authority Lead is made under the authority of the Cabinet Secretary for Finance and Local Government one of the Welsh Ministers acting pursuant to section 31 of the Local Government Act 2003.

## **3. Accountable Body**

- 3.1 The Accountable Body shall claim Government Funding for the Swansea Bay City Deal by any date specified by the Welsh Government or the UK Government.
- 3.2 The Accountable Body shall use the claim proforma provided by the Welsh Government to claim Government Funding for the Swansea Bay City Deal and shall confirm to the Welsh Government that the Accountable Body has in place appropriate financial risk and control systems.



- 3.3 The Accountable Body shall pay Project Funding from the Government Funding for the Swansea Bay City Deal to the Project Authority Lead to distribute to Projects.
- 3.4 The Accountable Body shall comply with the duties imposed on the Accountable Body by the Joint Committee Agreement so far as those duties are relevant to this Agreement. For the avoidance of doubt this shall include:
- (a) Acting diligently and in good faith in all its dealings with the other Councils.
  - (b) Acting with reasonable skill and care and in accordance with best practice.
  - (c) Acting in accordance with the principles and strategic aims of the Joint Committee Agreement and any applicable policies agreed by the Joint Committee for the Swansea Bay City Region.
  - (d) Co-operating with any reasonable requests of the Councils that host the scrutiny monitoring officer democratic services and audit functions.
- 3.5 The Accountable Body shall comply in a timely manner with the conditions imposed on the Accountable Body in the Funding Award Letter/s as set out in Schedule 3 to this Agreement.
- 3.6 The Accountable Body shall use reasonable endeavours to comply with any conditions imposed by the UK Government or the Welsh Government for Government Funding from the Swansea Bay City Deal in a timely manner.
- 3.7 The Accountable Body shall comply with the State Aid Rules.

#### **4. Project Authority Lead**

- 4.1 Neath Port Talbot County Borough Council shall be the Project Authority Lead in respect of the Projects and shall be responsible for utilising or distributing the Project Funding from the Swansea Bay City Deal.
- 4.2 The Project Authority Lead shall use reasonable endeavours to ensure that its actions do not place the Accountable Body in breach of the conditions in the Funding Award Letter.
- 4.3 The Project Authority Lead shall use or distribute the Project Funding in accordance with the Business Case and for the Project Purposes .
- 4.4 The Project Authority Lead shall not make nor allow any Recipient to make any change to the Project Agreed Outputs within the Business Case without the prior approval of the Accountable Body who may refer the change to the Joint Committee and/or Welsh Government. The process for seeking a change to the Project Agreed Outputs is outlined in clause 6.3.
- 4.5 The Project Authority Lead shall not make any material change to the Budget for the Project without the prior written agreement of the Accountable Body. The percentage deviation from the approved Budget which will constitute a material change is set out in Schedule 4.

- 4.6 The Project Authority Lead shall be responsible for delivering or procuring the delivery of the Project Agreed Outputs in Schedule 6 in accordance with the Budget as set out in Schedule 4. Any shortfall in the Budget is the responsibility of the Project Authority Lead. The Project Authority Lead agrees that it shall not apply for duplicate funding in respect of any part of the Project that the Project Funding is funding in full.
- 4.7 The Project Authority Lead shall use reasonable endeavours and/or shall procure that any Recipient shall use reasonable endeavours to deliver the Project Outcomes as set out in Schedule 7. Project Outcomes relate to the project goal or aim. These are consequential outcomes as a result of the achievement of the Project Agreed Outputs. The Project Lead Authority is required to report on Project Outcomes with sufficient and timely updates on progress and adjusted outcomes as required by the Accountable Body. Failure to deliver the Project Outcomes will not be a breach of this Agreement providing the Project Authority Lead is able to evidence a demonstrable commitment by itself and/or any Recipient to achieving the Project Outcomes in line with the expectation of Welsh Government as outlined in the written communication attached at Schedule 9.
- 4.8 The Project Authority Lead recognises the importance to the Swansea Bay City Region of the Project Impacts as set out in Schedule 8. These are the third level of project results and is the long-term consequence of a project. Project Impacts are the macro economic benefits of successful project delivery to the Swansea Bay City Region. These are positive purposes that meet local and national aims and objectives a result of project completion. The Project Lead Authority is required to report on Project Impacts as required by the Accountable Body but failure to achieve these Impacts will not constitute a breach of this Agreement.
- 4.9 If required by the terms of the Funding Award Letter or by the Accountable Body the Project Authority Lead shall provide a Legal Charge or restriction over any property involved in the delivery of the Project securing over the property such sum as may have been released out of the Project Funding by the Accountable Body to the Project Authority Lead.
- 4.10 The Project Authority Lead shall:
- (a) Ensure that the Project Funding is not used for party political purposes, the promotion of particular secular, religious or political views, gambling, pornography, offering sexual services, purchasing capital equipment other than as described in the Project Purposes unless agreed by the Accountable Body, legal fees incurred in relation to entering into this Agreement, any kind of illegal activities or any other kind of activity which in the opinion of the Accountable Body could bring the Accountable Body or the Welsh Government into disrepute.
  - (b) Safeguard as far as possible the Government Funding against fraud and, in particular, fraud on the part of its personnel and notify the Accountable Body immediately if the Project Authority Lead has reason to suspect that any fraud within the Project Authority Lead or any Project has occurred or is occurring or is likely to occur whether or not it relates to the Government Funding.

- (c) Participate in such fraud prevention initiatives as the Accountable Body may require.
- (d) Comply with all applicable domestic, EU or international laws or regulations or official directives.
- (e) Maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Projects.
- (f) Maintain appropriate financial risk and control systems before utilising any part of the Government Funding or before providing funding to a Recipient or procuring any goods or services from third parties.
- (g) Co-operate fully with any employee of the Accountable Body or any consultant appointed by the Accountable Body to monitor use of the Project Funding and the Project Authority Lead's compliance with the conditions imposed by this Agreement.
- (h) Inform the Accountable Body immediately if any declarations made to the Accountable Body are discovered to be materially incorrect at the time given.
- (i) Notify the Accountable Body if a Notification Event has occurred or is likely to occur.
- (j) Provide the Accountable Body with such documents information and reports which the Accountable Body may reasonably require from time to time in order for the Accountable Body to monitor the Project Authority Lead's compliance with the conditions imposed by this Agreement.
- (k) Subject to clause 4.4 maintain and update the business cases for the Projects to reflect key developments and keep the Accountable Body notified of such developments by submitting updates to the Portfolio Management Office
- (l) Notify the Accountable Body in writing if there is an anticipated or actual material change to the financial case or Budget for any Project.
- (m) Meet with any representatives of the Accountable Body as the Accountable Body may from time to time reasonably require.
- (n) Ensure that such person as the Accountable Body may require attends all meetings with the Accountable Body.
- (o) Maintain complete and accurate accounting records in accordance with proper accounting practices identifying all income and expenditure relating to the Projects.
- (p) Without charge permit any officer or officers of the Accountable Body the Welsh Government the UK Government, the Wales Audit Office or the Council undertaking the audit function for the Swansea Bay City Deal at any reasonable time and on reasonable notice to visit the Project Authority Lead's premises and to inspect any of the Project

Authority Lead's activities and/or to examine and take copies of the Project Authority Lead's books of account and such other documents or records however stored as in such officer's reasonable view may relate to the Project Authority Lead's use of the Project Funding.

- (q) Retain this Agreement and all original documents relating to the Project Funding for a period of fifteen (15) years until the Accountable Body informs the Project Authority Lead that it is safe to destroy them.
- (r) Subject to clause 11.2 indemnify the Accountable Body against any liabilities claims proceedings demands losses costs and expenses suffered or incurred by the Accountable Body directly or indirectly arising as a result of or in connection with any failure by the Project Authority Lead to perform fully or in part any obligation the Project Authority Lead may have to a third party unless such failure on the part of the Project Authority Lead has been caused by a breach by the Accountable Body of the terms of this Agreement.
- (s) Comply with any obligations imposed by the Welsh Government to acknowledge the Welsh Government's support for any of the Projects in a form approved by the Welsh Government and in compliance with the Welsh Government's branding guidelines.
- (t) Agree that from the date of this Agreement until five years from the date of the final payment of Project Funding to any of the Projects the Accountable Body may allow the Welsh Government to include details about the Project Authority Lead the Government Funding and the Projects in Welsh Government promotional materials and agree to cooperate with the Accountable Body's reasonable requests to achieve the production of such materials
- (u) Apply a policy of equal opportunities as employers as users of volunteers and as providers of services.
- (v) Where the Projects include or relate to the provision of services in Wales ensure that they are provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where services are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English in accordance with the Welsh Language (Wales) Measure 2011.
- (w) Contribute to the achievement of the Welsh Government's well-being objectives contained in the Welsh Government's Programme for Government through the use of the Project Funding.

4.11 The Project Authority Lead shall comply with the State Aid Rules.

## **5. Funding Agreement**

5.1 The Project Authority Lead may enter into a Funding Agreement with the Recipient for each of the Projects. A template form of Funding Agreement approved by the Joint Committee is available for the Project Authority Lead to use and amend should it wish to do so.

## **6. Project Agreed Outputs**

- 6.1 The Project Authority Lead shall be responsible for achieving the Project Agreed Outputs as set out in Schedule 6.
- 6.2 The Project Agreed Outputs for each Project are contained within the Project Business Case. The Accountable Body reserves the right to add to or amend the Project Agreed Outputs set out in Schedule 6 without following the process in clause 6.3 in the event that the UK or Welsh Government revise the same.
- 6.3 Any Party to this Agreement may propose a change to the Project Agreed Outputs by serving a Request for Change to the Project Agreed Outputs on the other Party. Such Request for Change to the Project Agreed Outputs on the other Party shall be in writing and shall identify the change proposed. The Accountable Body may submit any Request for Change to the Project Agreed Outputs to the Joint Committee and may request the Joint Committee to seek approval from the Welsh Government. A Request for Change to the Project Agreed Outputs shall not come into effect until it is approved by either the Accountable Body or the Welsh Government.
- 6.4 The Project Authority Lead may impose obligations on a Recipient or any other person relating to the achievement of the Project Agreed Outputs but the Project Authority Lead shall remain responsible for achievement of the Project Agreed Outputs.
- 6.5 The Project Authority Lead shall report on progress with achieving the Project Agreed Outputs when submitting a claim for Project Funding in accordance with clause 9 and in accordance with any monitoring requirements imposed by the Accountable Body.
- 6.6 Failure by the Project Authority Lead to achieve the Project Agreed Outputs shall be treated as a breach by the Project Authority Lead of its obligations under this Agreement and clause 7 shall apply.
- 6.7 The Accountable Body and the Project Authority Lead shall agree when the Project has achieved Practical Completion and the requirement to submit applications for payment in accordance with clause 9 cease. The Project Authority Lead will continue to be subject any monitoring requirements imposed by the Accountable Body until such time as the Project Agreed Outputs are achieved.

## **7. Breach of this Agreement**

- 7.1 Subject to clause 7.3 in the event of failure by the Project Authority Lead to achieve the Project Agreed Outputs or a breach by either Party of any other obligations under this Agreement the Parties shall attempt to resolve the failure by following the following procedure prior to dealing with the matter in accordance with the procedure set out in clause 8:
  - (a) The non-defaulting Party shall serve a Notice of Breach on the defaulting Party. Such Notice of Breach shall identify the breach and shall require the defaulting Party to take specified rectification action within twenty (20) Working Days of receipt of the Notice of Breach or such longer period as the non-defaulting Party considers reasonable.

- (b) If the defaulting Party fails to take the action specified within the Notice of Breach within twenty (20) Working Days or such other period as is specified the non-defaulting Party shall refer the matter to the Joint Committee to decide whether the breach by the defaulting Party shall be treated as a Notification Event.
  - (c) If the Joint Committee decides that the breach by the defaulting Party shall be treated as a Notification Event clause 8 shall apply.
- 7.2 If either Party reasonably considers that any action or omission by the other Party has caused a potential risk of a Notification Event occurring the Party who reasonably considers that the other Party has caused such potential risk shall have the right to regard the action or omission of the other Party as a breach of obligations under this Agreement and shall have the right to follow the procedure in clause 7.1 as the non-defaulting Party.
- 7.3 The Accountable Body reserves the right at its absolute discretion to treat breach by the Project Authority Lead as a Notification Event without first following the procedure in clause 7.1 and shall be obliged to do so if the Welsh Government exercises its right under the Funding Award Letter to treat the failure as a Notification Event.

## **8. Notification Events and Their Consequences**

- 8.1 The Parties acknowledge the statement made by Welsh Government in a letter dated 14 November 2019 addressed to the Accountable Body that no corrective action would be taken by Welsh Government in relation to a Notification Event without first engaging with the Councils with a view to agreeing a suitable course of action. The letter dated 14 November 2019 and further communication from Welsh Government dated 30 September 2020 and 16 October 2020 is attached at Schedule 9. This clause 8 is designed to ensure that efforts are made to resolve issues and avoid escalation wherever possible.
- 8.2 Each Party must notify the other immediately as soon as it becomes aware that a Notification Event has occurred or is likely to occur. The Parties shall follow the procedure in clause 7 if the Notification Event or potential Notification Event has been caused by a Party's breach of the Agreement, prior to utilising this clause 8.
- 8.3 In the event that the procedure in clause 7 fails to address the Notification Event or potential Notification Event the non defaulting Party or the Party providing notification pursuant to clause 8.2 must confirm whether it considers (i) the Notification Event is not capable of remedy or (ii) the Notification Event or potential Notification Event is capable of being remedied and seeks to discuss the Notification Event with the other Party with a view to agreeing a course of action to be taken to address the Notification Event.
- 8.4 The Accountable Body shall be entitled to take any of the actions set out at clause 8.5 if:
  - (a) Despite the Accountable Body's reasonable efforts the Accountable Body has been unable to discuss the Notification Event with the Project Authority Lead. Or

- (b) In respect of a Notification Event caused by the Project Authority Lead the Accountable Body notifies the Project Authority Lead that the Notification Event is not capable of remedy. Or
  - (c) In respect of a Notification Event caused by the Project Authority Lead a course of action to address the Notification Event is not agreed between the Accountable Body and the Project Authority Lead. Or
  - (d) A course of action to address the Notification Event is agreed between the Accountable Body and the Project Authority Lead but the Project Authority Lead fails to follow that course of action or any conditions attached to it are not met (including without limitation the timescale for such course of action). Or
  - (e) The course of action fails to remedy the Notification Event to the satisfaction of the Accountable Body.
- 8.5 If any of the circumstances set out in clause 8.4 occur the Accountable Body may by notice to the Project Authority Lead:
- (a) Require the Project Authority Lead to repay all or part of the Project Funding to the Accountable Body.
  - (b) Suspend or cease all further payments of Project Funding.
  - (c) Make all further payments of Project Funding subject to such conditions as the Accountable Body may specify provided that such conditions do not amend the Project Agreed Outputs, Project Outcomes or Project Impacts.
  - (d) Deduct all amounts owed to the Accountable Body under the terms of this Agreement from any other funding that the Accountable Body has awarded or may award to the Project Authority Lead. And/Or
  - (e) Exercise any other rights against the Project Authority Lead which the Accountable Body may have in respect of the Project Funding.
- 8.6 In the event that payment of the Project Funding is ceased or to be repaid in accordance with clause 8.5, either party shall be entitled to terminate this Agreement immediately on notice subject to the approval of the Joint Committee, provided where repayment is required, that the Project Authority Lead has repaid in accordance with clause 22. Where payment of Project Funding is suspended, the parties shall agree in good faith whether (i) the circumstances leading to suspension can be resolved, and if so agree a timetable for resolution; or (ii) whether the circumstance leading to suspension cannot be resolved whereupon either party shall be entitled to terminate this Agreement immediately on notice subject to the approval of the Joint Committee.

## 9. Payment of Project Funding to the Project Authority Lead

- 9.1 The Accountable Body shall pay Project Funding to the Project Authority Lead in accordance with the provisions of the Joint Committee Agreement subject to it being an equitable distribution of the Annual Funding Receipt and in accordance with any terms and conditions issued by the Welsh Government and the UK Government. The payment profile for the Project shall be calculated in accordance with clause 9.3 and as set out in Schedule 4. The process for the payment of Project Funding by the Accountable Body to the Project Authority Lead shall be as set out in this clause 9.
- 9.2 From the Commencement Date until the Parties have agreed in accordance with clause 6.7 that the Project has achieved Practical Completion the Project Authority Lead shall submit a claim for Project Funding to the Accountable Body at a frequency to be determined by the Accountable Body and as set out in Schedule 4 up to a maximum of the Annual Project Funding Allocation as set out in clause 9.3. The claim shall include a progress report on the Project. The progress report shall include an assessment of risks associated with the project and details of progress with achieving the Project Agreed Outputs. After the Parties have agreed in accordance with clause 6.7 that the Project has achieved Practical Completion the Project Authority Lead shall not be required to submit claims for Project Funding. Thereafter the Project Authority Lead shall complete annual monitoring returns in a form to be specified by the Accountable Body prior to the Accountable Body releasing any Project Funding to which the Project Authority Lead is entitled. The annual monitoring forms will include an obligation to report on the progress in achieving the Project Agreed Outputs. The Accountable Body reserves the right to impose additional monitoring requirements at a frequency and for such period as it considers reasonable in all the circumstances.
- 9.3 Subject to clause 9.6 the Accountable Body shall aim to pay the Annual Project Funding Allocation to the Project Authority Lead in accordance with the value of the funding received by the region, proportionate to the Approved Grant Value of the Project. This can be calculated as per the below equation:

$$PFA = \frac{A}{T} \times G$$

PFA = Annual Project Funding Allocation

A = Annual Funding Receipt (to the Swansea Bay City Region)

T = Total Programme Grant Award

G = Approved Grant Value (of the Project).

The above calculation is designed to support the Government Funding profile adopted by Welsh Government at the Commencement of this Agreement. There can be no amendment to the equation set out in this clause without the prior approval of the Joint Committee and in compliance with any terms and conditions issued by the Welsh or UK Governments.

- 9.4 In the event that there is an actual or anticipated material change to the financial case or Budget (as prescribed in Schedule 4) the Project Authority Lead shall immediately notify the Accountable Body who shall refer the matter to the Joint



Committee for consideration whether any adjustments to Project Funding or to the Maximum Project Funding Percentage are necessary.

- 9.5 The Accountable Body shall aim to pay Project Funding to the Project Authority Lead no later than 28 days after the Accountable Body receives the Government Funding from the Welsh Government.
- 9.6 The Accountable Body shall not be required to pay Project Funding to the Project Authority Lead if any of the following circumstances apply:
- (a) The Project Authority Lead has not submitted a claim and progress report to the Accountable Body.
  - (b) The Project Authority Lead has not submitted evidence that the claim relates to Expenditure that has been defrayed on the Projects.
  - (c) The Accountable Body does not receive Government Funding.
  - (d) The Projects have not completed the processes set out in clause 12 of the Joint Committee Agreement.
  - (e) The payment of Project Funding would cause the Accountable Body to breach any conditions imposed by the UK Government or the Welsh Government for the provision of funding for the Swansea Bay City Deal.
  - (f) The payment of Project Funding for Expenditure defrayed on any Project would cause the total amount of Project Funding paid to the Project Authority Lead in respect of that Project to exceed the total amount allocated to that Project when its business case was originally approved or as subsequently reapproved by the Welsh and UK governments.

## **10. Force Majeure**

- 10.1 In this clause, "**force majeure**" means an event beyond the control of the Project Authority Lead or the Accountable Body, which makes it impossible or illegal for a Party to perform its obligations under this agreement, including but not limited to:
- (a) Act of God;
  - (b) War, hostilities (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition or embargo;
  - (c) Rebellion, revolution, insurrection or military or usurped power, or civil war;
  - (d) Contamination by radio-activity from any nuclear fuel, or from any nuclear fuel or waste;
  - (e) Riot, commotion or disorder;
  - (f) Epidemic or pandemic.

- 10.2 Neither the Accountable Body nor the Project Authority Lead shall be considered in default or in breach of this Agreement to the extent that performance of their respective obligations under this Agreement is prevented by a force majeure event which arises after the execution of this Agreement.
- 10.3 Upon the occurrence of an event considered by a Party to constitute force majeure and which may affect performance of that Party's obligations, such Party shall promptly notify the other Party of that fact and the steps being taken by it to minimise or remove the circumstances giving rise to force majeure. Any Party affected by force majeure shall endeavour to continue to perform its obligations as far as is reasonably practicable.

## **11. Indemnity**

- 11.1 The Project Authority Lead shall on demand indemnify and keep indemnified the Accountable Body against all losses costs expenses actions charges claims damages proceedings and other liabilities sustained or incurred as a result of any breach by the Project Authority Lead of the terms of this Agreement.
- 11.2 The liability of the Project Authority Lead pursuant to clause 4.10(r) and clause 11.1 and for the avoidance of doubt any breach of clause 4.6 shall be limited to the total amount of Project Funding Payments received by the Project Authority Lead together with any direct losses occasioned by the Accountable Body.
- 11.3 The Accountable Body shall on demand indemnify and keep indemnified the Project Authority Lead against all losses costs expenses actions charges claims damages proceedings and other liabilities sustained or incurred as a result of any breach by the Accountable Body of the terms of this Agreement save where the Accountable Body is acting upon the instructions of the Joint Committee. The Project Authority Lead shall use all reasonable endeavours to mitigate and evidence any loss incurred.
- 11.4 The liability of the Accountable Body pursuant to clause 11.3 shall be limited to the total amount of Project Funding Payments paid to the Project Authority Lead. For the avoidance of doubt the liability of the Accountable Body shall not extend to any expectation the Project Authority Lead may have in relation to the award of future Project Funding.

## **12. Assignment**

- 12.1 This Agreement shall benefit and be binding on the Parties their respective successors and permitted assigns.
- 12.2 The Project Authority Lead may not without the prior written consent of the Accountable Body assign transfer sub-contract or in any other way make over to any third party the benefit and/or the burden of this Agreement or except as contemplated as part of the Project transfer or pay to any other person any part of the Project Funding.
- 12.3 If the Accountable Body is replaced as Accountable Body in accordance with clause 6 of the Joint Committee Agreement the Accountable Body shall assign the benefit and burden of this Agreement to the replacement Accountable Body

### **13. Variation**

- 13.1 Any variation to this Agreement must be in writing and executed by the Parties in the same manner as this Agreement.

### **14. Notices**

- 14.1 All notices under, or in connection with, this Agreement shall (unless otherwise stated) be given in writing by letter or e-mail and must prominently display the heading "Notice in relation to Swansea Bay City Region City Deal funding". Any such notice is deemed given as follows:

- (a) If given by letter such notice shall be deemed to be delivered on the second Working Day after being posted by first class prepaid post;
- (b) If delivered by hand upon delivery to the address or the next Working Day if after 4pm or on a weekend or public holiday;
- (c) If sent by e-mail attachment upon transmission or the next Working Day if after 4pm or on a weekend or public holiday;

provided that any notice given or delivered or deemed to have been given or delivered on a day which is not a Working Day or after 4 pm on a Working Day shall be deemed instead to have been given or delivered on the next following Working Day.

- 14.2 The address and e-mail address of the Accountable Body and the Project Authority Lead are as follows (or such other address or e-mail address notified to the relevant Party from time to time):

#### **Accountable Body**

Carmarthenshire County Council, County Hall, Carmarthen, SA31 1JP

Email Address (Section 151 Officer): [cmoore@carmarthenshire.gov.uk](mailto:cmoore@carmarthenshire.gov.uk)

#### **Project Authority Lead**

Neath Port Talbot CBC, Civic Centre, Port Talbot, SA13 1PJ

Email Address (Section 151 Officer): [h.jones@npt.gov.uk](mailto:h.jones@npt.gov.uk)

### **15. Confidentiality**

- 15.1 Subject to clause 16 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.

15.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- (a) At the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving Party;
- (b) Is already known to the receiving Party as evidenced by written records at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence; or
- (c) Is at any time after the date of this Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that party to the disclosing Party.

## **16. Freedom of Information**

16.1 The Parties acknowledge that the Accountable Body and the Project Authority Lead are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and each Party shall assist and co-operate with the other Party to enable the other Party to comply with these information disclosure requirements and shall provide all necessary assistance as reasonably requested by the other Party to enable the other Party to respond to a request for information within the time for compliance set out in section 10 of the Freedom of Information Act 2000 or regulation 5 of the Environmental Information Regulations 2004.

## **17. Data Protection**

17.1 Each Party shall comply with the provisions and obligations imposed on it by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement.

17.2 Each Party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

17.3 To the extent any Party processes any Personal Data on behalf of the other Party or another Council that Party shall:

- (a) Process such Personal Data only in accordance with the other Party's or the relevant Council's written instructions from time to time and only for the duration of this Agreement.
- (b) Not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the other Party or the relevant Council.
- (c) Take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, limit such access to its personnel who require access, and remove, when no longer required, such access

to the Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data.

- (d) Implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access.
- (e) Not transfer such Personal Data to a country where the General Data Protection Regulation does not apply without the prior written consent of the other Party or the relevant Council.
- (f) Inform the other Party or the relevant Council within twenty four (24) hours if any such Personal Data is (while within the processing Party's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or within such other time period as required under other Data Protection Laws, or is lost or destroyed or becomes damaged, corrupted or unusable.
- (g) Only appoint a third party to process such Personal Data with the prior written consent of the other Party or the relevant Council.
- (h) Not use or disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or the relevant Council or as expressly provided for in this Agreement.
- (i) Return or irretrievably delete all Personal Data on termination or expiry of this Agreement and not make any further use of such Personal Data.
- (j) Provide to the other Party or the relevant Council and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and the Data Protection Laws.
- (k) Permit the other Party or the relevant Council or its representatives to access any relevant premises, personnel or records of the processing Party on reasonable notice to audit and otherwise verify compliance with this clause.
- (l) Take such steps as are reasonably required to assist the other Party's or the Relevant Council's compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR and other applicable Data Protection Laws.
- (m) Notify the other Party or the relevant Council within two (2) Working Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (n) Provide the other Party or the relevant Council with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.

- 17.4 If any Party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other Party or to the other Party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Party and it shall provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 17.5 If any Party requires the other Party to make any disclosures or provide any information in respect of this Agreement in order to enable the Party who needs such disclosures to meet its obligations under the Data Protection Laws the other Party shall do so.
- 17.6 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

**18. State Aid**

- 18.1 If any part of the Project Funding made available under this Agreement is found to be unlawful State aid the Accountable Body shall be entitled to recover directly from the Project Authority Lead any part of that State aid which has been given to the Project Authority Lead together with interest.

**19. Duration**

- 19.1 This Agreement shall continue in force until all the Project Agreed Outputs have been achieved and all obligations of the Parties under this Agreement have been satisfied in full.
- 19.2 Clauses 11 16 17 18 and 22 shall continue in force after the expiry or termination of this Agreement.

**20. Suspension of Payments (where a Notification Event does not apply)**

- 20.1 The Accountable Body may suspend payments of Project Funding if the Welsh Government or the UK Government suspend payment of Government Funding to the Accountable Body and if the suspension is not permanent, the Parties shall agree reasonable amendments to the requirement to deliver the Project Agreed Outputs for the duration of the suspension. The Parties shall also be entitled to terminate the agreement by notice of one to the other if both Parties agree that the suspension is either permanent or is continuing or likely to continue for an unsustainable period of time and written consent for such termination has been given by the Welsh Government.

**21. Withdrawal of Project Funding (where a Notification Event does not apply)**

- 21.1 The Accountable Body may withdraw its agreement to pay the Project Funding to the Project Authority Lead if the Welsh Government or the UK Government withdraw the award of Government Funding and thereafter the Parties shall be entitled to terminate this Agreement by notice of one to the other if written consent for such termination has been given by the Welsh Government. Where the Project Funding is withdrawn in accordance with this clause 21, the obligations imposed on the Project Authority Lead under this Agreement shall be suspended until such time as Welsh Government has made a decision as to whether to give consent for the Agreement to be terminated.

## **22. Repayment of Project Funding**

- 22.1 Save where the Accountable Body has breached the terms of this Agreement and subject to the indemnity in clause 11.4 the Accountable Body may require the Project Authority Lead to repay all or part of the Project Funding to the Accountable Body if the Accountable Body is required to repay all or part of the Government Funding to the Welsh Government or the UK Government.
- 22.2 If a Notification Event occurs the Accountable Body may require the Project Authority Lead to repay Project Funding to the Accountable Body in accordance with clause 8.
- 22.3 The Accountable Body may deduct amounts owed to it as repayment from any other funding that the Accountable Body may have awarded or may award to the Project Authority Lead.
- 22.4 All repayments of Swansea Bay City Deal funding must be made to the Accountable Body within 28 days of the date of the Accountable Body's demand.
- 22.5 The Project Authority Lead shall unless the Accountable Body agrees otherwise, repay to the Accountable Body any Project Funding Payments made to it as a result of an administrative error whether such error is made by the Accountable Body, the Project Authority Lead or any other person.

## **23. Waiver**

- 23.1 No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of that or any other right or remedy.

## **24. Termination**

- 24.1 The Parties agree that this Agreement may be terminated upon terms agreed by the Parties.

## **25. Dispute Resolution**

- 25.1 The Parties to this Agreement undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 25.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 25
- 25.3 All disputes, claims or differences between the Parties arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall, at the written request of any Party be referred by each Party to its Head of Paid Service.

- 25.4 If the Heads of Paid Service of the Parties do not agree a resolution of the Dispute within ten Working Days of the date of service of any such request the matter shall be referred to the Joint Committee.
- 25.5 If the Joint Committee is unable to resolve the dispute either Party may require the other Party by notice in writing to attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Within five Working Days of the date of service of such notice the Parties shall each propose a mediator and shall seek to agree as to the selection of a mediator.
- 25.6 If the Parties are unable to agree on a mediator within ten Working Days of date of service of the notice referred to in clause or the mediator agreed upon is unable or unwilling to act and the Parties cannot agree upon a substitute, any Party may apply to CEDR to appoint a mediator as soon as practicable.
- 25.7 The Parties shall within five Working Days of the appointment of the mediator (the "Mediator") meet with him in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 25.8 All negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future proceedings.
- 25.9 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the Parties or their duly authorised representatives, shall be and remain binding upon the Parties.
- 25.10 The costs and expenses of the mediation shall be borne equally by the Parties. Each Party shall bear its own costs and expenses of its participation in the mediation.
- 25.11 If mediation fails to secure a resolution within ten Working Days of the Mediator being appointed, the Parties shall attempt to settle the Dispute by arbitration under the Rules of the London Court of International Arbitration (which Rules are deemed to be incorporated by reference into this clause) and otherwise in accordance with clause 25.12.
- 25.12 In the event that an arbitration is commenced pursuant to clause 25.11 the Parties agree that:
- (a) The tribunal shall consist of one arbitrator who is to be a chartered accountant who is a member of the Consultative Committee of Accountancy Bodies (CCAB) if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter as the Parties may agree in writing;
  - (b) The place of the arbitration shall be Swansea;
  - (c) The decision of the arbitrator shall be final and binding on the Parties (save in the case of manifest error).



## **26. Interest**

- 26.1 If the Project Authority Lead fails to pay any sum due to the Accountable Body on the due date, such sum will bear interest both before and after judgment at the rate of 2% per annum above the Bank of England Bank Rate from time to time or such other rate as may be required by State Aid rules until paid in full. The Accountable Body may, but need not, set off sums payable to it to the Project Authority Lead against any unpaid sums.
- 26.2 If the Accountable Body fails to pay any sum due to the Project Authority Lead on the due date, such sum will bear interest both before and after judgment at the rate of 2% per annum above the Bank of England Bank Rate from time to time or such other rate as may be required by State Aid rules until paid in full. The Project Authority Lead may, but need not, set off sums payable to it to the Accountable Body against any unpaid sums.

## **27. Decisions of the Accountable Body and the Project Authority Lead**

- 27.1 Except where any agreement decision or determination to be made by the Accountable Body or the Project Authority Lead under or in connection with this Agreement is expressly qualified such agreement decision or determination by either of the Parties shall be made by the Party in its absolute discretion.

## **28. Contracts (Rights of Third Parties) Act 1999**

- 28.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

## **29. Entire Agreement**

- 29.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements promises assurances warranties representations and understandings between them whether written or oral relating to its subject matter. Nothing in this Agreement shall exclude liability for fraudulent misrepresentation or any other liability in consequence of any fraudulent act.
- 29.2 In the event of any conflict between provisions of this Agreement and provisions of the Joint Committee Agreement the provisions of this Agreement shall have precedence over the provisions of the Joint Committee Agreement.

## **30. Severability**

- 30.1 If at any time any provision of this Agreement is or becomes illegal invalid or unenforceable in any respect that shall not affect or impair the legality validity or enforceability of any other provision of this Agreement.

## **31. Execution**

- 31.1 This Agreement may be executed and delivered in any number of counterparts but will only be effective when both Parties have executed at least one counterpart. Each counterpart of this document shall constitute an original of this document but the counterparts together constitute one and the same

document and together shall have the same effect as if each Party had signed the same document.

**32. Governing Law**

32.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

32.2 The Accountable Body and the Project Authority Lead irrevocably agree that any legal action or proceedings arising out of or relating to this Agreement may be brought and enforced in the courts of England and Wales and irrevocably submit to such jurisdiction.

IN WITNESS whereof the Parties have executed this Agreement on the date set out at the start of this Agreement.

EXECUTED for and on behalf of  
Carmarthenshire County Council by affixing the common seal of Carmarthenshire  
County Council in the presence of

SIGNATURE .....

NAME

POSITION

EXECUTED for and on behalf of  
Neath Port Talbot County Borough Council by

SIGNATURE .....

NAME

POSITION

## **Schedule 1 Projects**

- 1 The Project Authority Lead is responsible for the utilisation or distribution of funding from the Swansea Bay City Deal to the following projects:
  - 1.1 Supporting Innovation and Low Carbon Growth

## Schedule 2 Notification Events

- 1 Repayment of any part of the Project Funding is required under European Law.
- 2 Repayment of any part of the Project Funding is required by HM Treasury or the Welsh Government.
- 3 The Accountable Body fails to comply with any conditions imposed on the Accountable Body by the UK Government or the Welsh Government in the Funding Award Letter.
- 4 The Project Authority Lead fails to comply with any obligations imposed on the Project Authority Lead by the Accountable Body in this Agreement.
- 5 The Project Funding in full or in part is not being used for the Purposes.
- 6 The Accountable Body fails to achieve the Targets.
- 7 The Project Authority Lead fails to achieve the Project Agreed Outputs.
- 8 There is unsatisfactory progress towards completing the Purposes.
- 9 The Accountable Body or the Project Authority Lead fails to provide information requested by the Welsh Government the European Commission or the European Court of Auditors or any of its auditors agents or representatives about the Purposes.
- 10 The Project Authority Lead fails to provide information requested by the Accountable Body or any of its auditors agents or representatives.
- 11 The Welsh Government has reason to believe that the Accountable Body or any of its employees or suppliers or any other person engaged by the Accountable Body in relation to the Purposes is or has been involved in fraudulent activity whilst the Purposes are or were being carried out.
- 12 The Accountable Body has reason to believe that the Project Authority Lead or any of its employees or suppliers or any other person engaged by the Project Authority Lead in relation to the Projects is or has been involved in fraudulent activity whilst the Projects are or were being carried out.
- 13 The Welsh Government has made an overpayment of Project Funding to the Accountable Body.
- 14 The Accountable Body has made an overpayment of Project Funding to the Project Authority Lead.
- 15 Any declaration made by the Accountable Body to the Welsh Government is discovered to be materially incorrect at the time it was given.
- 16 Any declaration made by the Project Authority Lead to the Accountable Body is discovered to be materially incorrect at the time it was given.
- 17 There has been a modification to the auditor's opinion on the financial statements of the Accountable Body or the Project Authority Lead.

- 18 Any event occurs or circumstances arise which in the opinion of the Welsh Government gives reasonable grounds for believing that the Accountable Body may not or may be unable to perform or comply with any of its obligations under conditions imposed by the UK Government or the Welsh Government in the Funding Award Letter.
- 19 Any event occurs or circumstances arise which in the opinion of the Accountable Body gives reasonable grounds for believing that the Project authority Lead may not or may be unable to perform or comply with any of its obligations under this Agreement.

### **Schedule 3 Terms and conditions of award of Swansea Bay City Deal funding**

- 1 The Accountable Body shall comply with all terms and conditions contained in the Funding Award Letter set out below.

Please see attached:

- Award of Funding Offer Cover Letter - Issued 24<sup>th</sup> October 2019
- Award of Funding Offer – Issued 24<sup>th</sup> October 2019
- Award of Funding Letter – Swansea Bay City Region Deal – Issued 16<sup>th</sup> December 2020



**Funding Award**  
Funding Award City I



**Funding Award**  
SBCRCD - Award of Fi



**Funding Award city**  
deal 2021.pdf



**Funding Award**  
SBCRCD - Award of Fi

## Schedule 4 Financial Profile for the Project

### Budget

<b>Expenditure</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Total</b>
	(20/21)	(21/22)	(22/23)	(23/24)	(24/25)	(25/26)	(26/27)	
	(£m)	(£m)	(£m)	(£m)	(£m)	(£m)	(£m)	(£m)
Capital	£ 3.00	£ 9.17	£ 8.83	£ 30.85	£ 6.65	£ 0.20	£ -	£ 58.70
Revenue	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -
<b>Total</b>	<b>£ 3.00</b>	<b>£ 9.17</b>	<b>£ 8.83</b>	<b>£ 30.85</b>	<b>£ 6.65</b>	<b>£ 0.20</b>	<b>£ -</b>	<b>£ 58.70</b>
<b>Funding</b>								
Swansea Bay City Deal Grant	£ -	£ 6.12	£ 5.53	£ 29.20	£ 6.65	£ 0.20	£ -	£ 47.70
Public Sector	£ 3.00	£ 2.50	£ -	£ -	£ -	£ -	£ -	£ 5.50
Private Sector	£ -	£ 0.55	£ 3.30	£ 1.65	£ -	£ -	£ -	£ 5.50
<b>Total</b>	<b>£ 3.00</b>	<b>£ 9.17</b>	<b>£ 8.83</b>	<b>£ 30.85</b>	<b>£ 6.65</b>	<b>£ 0.20</b>	<b>£ -</b>	<b>£ 58.70</b>

Maximum Funding Percentage (City Deal Grant Award): 3% (£47.7/£58.7\*100)

Material change to the Budget = 10% of the total Budget

This formula is subject to change in the event that the Government Funding profile changes and has to be approved by the Joint Committee.

### **Payment Profile**

<b>Project</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Supporting Innovation and Low Carbon Growth	£ 3,562,656	£ 3,562,656	£ 3,562,656	£ 4,652,187	£ 4,652,187	£ 4,652,187	£ 4,652,187	£ 4,652,187
<b>Project</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>	<b>Year 13</b>	<b>Year 14</b>	<b>Year 15</b>	<b>Total</b>
	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	
Supporting Innovation and Low Carbon Growth	£ 4,652,187	£ 4,652,187	£ 1,047,685	£ 849,759	£ 849,759	£ 849,759	£ 849,761	£ 47,700,000

This is an anticipated profile and subject to change by UK and Welsh Governments.

### **Applications for Payment**

The frequency of claims for payment to be made by the PAL up to the point when Practical Completion is agreed between the Parties. After the date of PC annual monitoring forms are to be submitted by the PAL to trigger the release of further funding due to the PAL.

Claim Period	Claim Deadline
Quarter 1	31 <sup>st</sup> July
Quarter 2	31 <sup>st</sup> October
Quarter 3	31 <sup>st</sup> January
Quarter 4	15 <sup>th</sup> April



Schedule 5 – not used

**Schedule 6 Project Agreed Outputs**

Benefit No:	Benefit Description	Benefit Target	Targeted End Achievement Date	Year Time Value			Data Sources	Activities Required/Critical Dates	Responsible Officer/Who will deliver it	How will it be evidenced	Reporting
				5yrs	10 yrs	15yrs					
IP 1	Land based infrastructure and premises (PDI) - specialist facilities created	18,500 sq m	2027	100%			Project Accounts Meeting Minutes Contractors Reports Monitoring and Evaluation Reports from independent Consultants	Land acquisitions, planning consents, procurement of construction contractors.	NPTCBC SRO / PM	Copies of Plans & Designs of facility. Works - Certificate of Practical Completion. Photos of completed facility. M&E reports	PDI / PDM Board Minutes & Associated Reports.

### Schedule 7 Project Outcomes

Benefit No:	Benefit Description	Benefit Target	Targeted End Achievement Date	Year Time Value			Data Sources	Activities Required/Critical Dates	Responsible Officer/Who will deliver it	How will it be evidenced	Reporting
				5yrs	10 yrs	15yrs					
IP2	Private sector funding leveraged for the SILCG programme	£5.5m	2027	100%			SILCG Board approvals, account records, bank statements	City Deal Approval. Terms and Conditions. SILCG Project Board approval	NPTCBC SRO / PM	Claims & Claim documentation	With Claims
IP3	Public sector funding leveraged for the SILCG programme	£5.5m	2027	100%			SILCG Board approvals, account records, bank statements	City Deal Approval. Terms and Conditions. SILCG Project Board approval	NPTCBC SRO / PM	Claims & Claim documentation	With Claims
IP4	Creation of employment during delivery phase	39 Jobs linked to the construction contracts as a result of the project.	2027	100%			Contractor reports	SILCG approval	NPTCBC SRO / PM	Job descriptions and confirmation of employment <i>from element beneficiary.</i>	Programme management reports
OP1	Gross jobs created by the project	1281	2033			X	Job descriptions, employment contracts	Creation of specialist facilities and provision of specialist equipment Diversification on shoring activities	NPTCBC SRO / PM	Monitoring of job creation with start up companies and growth	Independent economic impact reports at the programme level. PDM Board Minutes & associated evidence / reports.
OP2	GVA uplift	£93m	2033			X	ONS	New innovative products and processes commercialised Industry, academia and government collaboration	NPTCBC / SRO / PM / Partners	Baseline and monitoring reports	Board meetings SBCD governance reporting
OP3	Number of enterprises cooperating with supported research institutions	45	2033			X	Reports	New innovative products and processes commercialised Industry, academia and government collaboration	NPTCBC SRO / PM	Monitoring of collaboration / collaborative bids	Board meetings SBCD governance reporting
OP4	Inward investment from public and private research funding	£40m	2033			X	Successful funding awards	Collaboration between industry, government and academia	NPTCBC SRO / PM	Monitoring of collaboration / collaborative bids	Board meetings SBCD governance reporting
OP5	To support innovation to influence a shift in use of high CO2 energy use to low CO energy usage	% reduction to be confirmed	2033			X	CO2 monitoring	decarbonising of industrial processes, buildings and transport	NPTCBC SRO / PM / Partners	CO2 monitoring reports	Board meetings SBCD governance reporting
OP6	Number of enterprises supported to introduce new to the market products	15	2033			X	Company records	Innovative processes	NPTCBC SRO / PM / Partners	Company reporting	Board meetings SBCD governance reporting
OP7	Number of enterprises supported to introduce new to the firm products	25	2033			X	Company records	Innovative processes	NPTCBC SRO / PM / Partners	Company reporting	Board meetings SBCD governance reporting
OP8	Number of patents registered for products	4	2033			X	Patent office	Innovative processes	NPTCBC SRO / PM / Partners	patent reporting	Board meetings SBCD governance reporting

**Schedule 8 Project Impacts**

Benefit No:	Benefit Description	Benefit Target	Targeted End Achievement Date	Year Time Value			Data Sources	Activities Required/Critical Dates	Responsible Officer/Who will deliver it	How will it be evidenced	Reporting
				5yrs	10 yrs	15yrs					
OP9	Increased supply chain awareness of industry opportunities		2026	x			Industry evidence	Project completion	PM / Partners	Stakeholder engagement survey	Independent economic impact reports at the programme level. PDM Board Minutes & associated evidence / reports.
OP10	Supply chain employment retention and creation of staff		2026	x			Industry evidence	Project completion	PM / Partners	Stakeholder engagement survey	Independent economic impact reports at the programme level. PDM Board Minutes & associated evidence / reports.
OP11	Increased skills development		2033			x	Training and skills surveys	Project completion	Project partners (collaborating with Skills & Talent lead and academia)	Training and skills surveys	Independent economic impact reports at the programme level. PDM Board Minutes & associated evidence / reports.

## **Schedule 9 Communication from Welsh Government**

**Email Author: Debra Carter, Deputy Director, Local Government Strategic Finance**

**Email Dated: 30<sup>th</sup> September 2020**

The conditions in the initial Award of Funding Letter (of 24 October 2019) reflect the fact that the Letter was issued in exceptional circumstances, based on the business cases for the Yr Egin and Swansea Waterfront projects rather than on the basis of an approved business case for the programme as a whole, as was the original intention.

The intention for the Deal (in common with other deals) was that the funding contribution from the UK Government and the Welsh Government would be allocated to the Region for the programme as a whole rather than to individual projects, with the Joint Committee managing the allocation of funds between projects, overseeing delivery and reporting to government on the progress for the programme as a whole. This is why the targets in the Letter included the establishment of programme management arrangements and the provision of programme documentation as recommended in the Independent Review – the aim being to restore the Deal to a programme based approach. In the absence of the programme management arrangements and documentation, the targets in the initial Letter needed to go into more detail about the requirements for the two approved projects than would otherwise have been the case.

Subject to the conditions in the initial Letter being met, the intention for future award of funding letters is to move them onto a programme based approach as originally planned, with the targets referring to programme level monitoring and deliverables rather than individual projects. These targets will draw on recommendations in the Accounting Officer Reviews where necessary. We would expect the programme level monitoring to include progress on the preparation, approval and delivery of project business cases but it is not our intention to include details of deliverables within projects, or the contributions of individual projects to the programme deliverables, in the targets within future award of funding letters. This assumes the programme arrangements being put in place continue to operate as planned.

We also discussed the approach to the assessment of delivery and the measurement of targets more generally. We have recognised in previous discussions that the programme and project business cases will be live documents which will need to be updated from time to time to reflect changing circumstances. Within the Welsh Government, we also recognise that some programme targets will be hard, measurable deliverables or benefits which can be attributed to specific actions and investments through the Deal (eg. the completion of physical assets), while others (such as growth in GVA or jobs created) will be more difficult to measure and to attribute specifically to the Deal actions. Some deliverables will also be more susceptible to external factors which are beyond the control of the Region over the lifetime of the Deal. Our focus for funding purposes would be on the delivery of the programme level outcomes and benefits rather than the individual contributions from the constituent projects, and we would expect to take a realistic approach to the need for changes, engaging in discussions with the Region about the need for targets to be updated where necessary.

**Email Author: Debra Carter, Deputy Director, Local Government Strategic Finance**

**Email Dated: 16<sup>th</sup> October 2020**

I think your proposed approach sets things out clearly and looks proportionate and practicable. I think the key thing, in addition to providing that clarity, is that it allows both the Project Authority and Accountable Body to agree variations if necessary.

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**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL  
REGENERATION AND SUSTAINABLE DEVELOPMENT  
CABINET BOARD**

**11 March 2022**

**Report of the Head of Education Development - C.Millis**

**Matter for Decision**

**Wards Affected:**

All wards.

**Substance Misuse Action Fund: grant agreements-  
Western Bay Area Planning Board**

**Purpose of the Report**

1. For information having regard to rule 7.1.21 of the Contract procedure Rules whereby a grant agreement is excluded from the requirement for competitive tendering.
2. And to seek authority for the Head of Education Development to enter into a grant agreement with the
  - 2.1 Amman Tawe Valley Medical Practice to extend the current service provided by the Primary Substance Abuse Liaison Team (PSALT) Primary Care Services for 2022/23 to the value of £66,772 to 31st March 2023.

2.2 Office of the Police and Crime Commissioner in respect the Rapid Access Prescribing Service in the Western Bay region to the value of £113,535 until 31st March 2023 alongside the Police and Crime Commissioner's funding from the Home Office.

3. And for information in respect of 2.2 as to the joint funding arrangements with the Office of the Police and Crime Commissioner in respect of the Rapid Access Prescribing Service in the Western Bay region.

## **Executive Summary**

Neath Port Talbot County Borough Council ("the Council") acts as the banker for the Western Bay Area Planning Board, in respect of Welsh Government Substance Misuse Action Fund money (SMAF) and partner contributions from Swansea and NPT Councils.

The Area Planning Board (APB) was set up in 2010, but is not a legal entity in its own right, so is not able to enter into contractual arrangements with Service Providers or award grant funding in its own right.

Having regard to rule 7.1.21 of the Contract Procedure Rules whereby a grant agreement is excluded from the requirement for competitive tendering, this report seeks authority for the Head of Education Development to enter new grant agreements with the (i) South Wales Police and Crime Commissioner to enable the continuation of the existing Rapid Access Prescribing Service (RAPs) and (ii) with Amman Tawe Partnership in respect of the Primary Substance Abuse Liaison Team (PSALT). These agreements are to run from 1st February 2022.

The agreement with the PCC for Rapid Access Prescribing Service and the agreement with the Amman Tawe Partnership will end on the 31st March 2023.

In February 2020 Karen Jones (then Assistant Chief Executive NPT CBC and Chair of the Area Planning Board) (APB) utilised her delegated powers to enter into a grant agreement with the Office of the Police and Crime Commissioner to utilise the grant monies for the purpose of providing a new rapid access prescribing service for the APB (altering the Police and Crime Commissioner's current contract with G4s under the Dyfodol Service). This was further extended to September 2021 by the Head of Education Development as reported to Board. An alternative



source of funding was secured for the Dyfodol service via PCC from the Home Office to run the project from September 2021 to March 2022, with an understanding that SMAF would be available if there was a funding shortfall.

Therefore if approved, SMAF will be used via a grant agreement to co-fund the RAP service, alongside the PCC's funding from the Home Office

In February 2021 authority was granted for the establishment of a grant agreement in respect of an extension to the scale of Primary Substance Abuse Liaison Team (PSALT) service in the Western Bay region, having regard to rule 7.1.21 as detailed above.

This report seeks authority for the Head of Education Development to enter into a grant agreement with the Amman Tawe Valley Medical Practice to extend the current service provided by the Primary Substance Abuse Liaison Team (PSALT) Primary Care Services for 2022/23.

## **Background**

Area Planning Boards (APBs) were established in 2010 as part of the arrangements to deliver the Welsh Government Substance Misuse Strategy 'Working Together to Reduce Harm'.

The APBs were intended to provide a regional framework, to:

- (i) Strengthen partnership working and strategic leadership in the delivery of the substance misuse strategy; and,
- (ii) Enhance and improve the key functions of planning, commissioning and performance management

Neath Port Talbot County Borough Council ("the Council") acts as the banker for the Western Bay Area Planning Board, in respect of Welsh Government Substance Misuse Action Fund money (SMAF) and partner contributions from Swansea and NPT Councils.

## **Grant agreements and risk sharing**

The Area Planning Board is not a legal entity in its own right, so is not able to enter into contractual arrangements with Service Providers. As NPTCBC is the banker and lead, it would fall to NPTCBC to enter into such an agreement on behalf of the partnership.

However in the absence of an appropriate agreement, NPTCBC is exposed to all the responsibilities and liabilities, if it enters into new or amends any contracts in respect of substance misuse services.

A risk sharing agreement has been developed by NPTCBC legal services and this will enable risk to be shared amongst partners, and once this is in place NPTCBC can take the lead on any new contracts or changes to existing contracts without bearing all of the risk.

NPTCBC has recently endorsed this risk sharing agreement. However it cannot be relied upon until all responsible authorities and partners to the agreement (and APB) have secured appropriate approval through their own governance arrangements. I understand this is underway but not yet complete.

Having reviewed the options, it is considered that entering into a grant agreements direct with Amman Tawe Valley medical practice and the PCC respectively, enables the decisions of the APB to be enacted, with the least risk to NPT.

Under rule 7.1.21 of the CPRs a grant agreement is excluded from the requirement for competitive tendering, in that "a Council Grant to another organisation that contains no Services being performed back to the Council". This type of arrangement has worked well and as such this course of action is considered appropriate.

It is acknowledged that there is less control over the provider through a grant agreement but appropriate service monitoring arrangements against agreed outcomes are in place on a quarterly basis and any issues will be reported to the APB.

Authority is sought to enable the agreements to be entered into as detailed below. Both grant agreements will be entered into in 2021/22 to enable draw-down of funding in this financial year for services in February and March 2022, and 2022/23.

### **Rapid Access Prescribing Service**

The Western Bay APB invited substance misuse providers to submit proposals in respect of SMAF in accordance with its strategic priorities. The Police and Crime Commissioner's Office via their Dyfodol service responded with the proposal to provide capacity for rapid access clinical Opiate Substitute Treatment (OST) for up to 30 individuals identified by

the Western Bay Engagement team and Swan project in response to current Critical Incident group concerns.

The service commenced in March 2020 and has been working with individuals requiring OST who are leading chaotic lifestyles and identified as high risk by Engagement Team and Swan project. These individuals have been able to gain a rapid clinical assessment and access to clinical treatment with a view to stabilising their use and preparing them for longer term referrals to other prescribing services that are available.

The previous grant agreement between the Council and the Police and Crime Commissioner's Office expired on 31st March 2021. Due to the delay in commencing the service G4s was able to carry forward some funding from the start of the project to run the project to the 30th June 2021.

To ensure continuity of service for those who are currently being prescribed and for those who are waiting, the service was funded via the PCC's project ADDER (Home Office Funding) from July 2021.

The APB agreed to allocate SMAF towards the project as and when the ADDER funding ran out, to enable the service to continue for the whole year.

This report seeks authority to enter into a new grant agreement with the PCC to run from the 1st February 2022 to 31st March 2023 to continue the service. It should be noted that ADDER funding has again been secured by the PCC via the Home Office to ensure that the project can run for another full year from January 2023 to March 2023.

The grant agreement with the PCC's office will use SMAF to enable the RAPs service to continue to the value of £113,535. Members should also note the investment made by the Home Office ADDER money is to the total value of £116,430 covering the period 21/22 and 22/23.

The APB has been assured that the project has been delivering to a high standard and all the prescribing places are being utilised. This service is reaching some of our most vulnerable service. The service has been monitored by the APB Team via its established contract monitoring processes and the service has been picking up service users who have suffered overdoses and have been reported to the APB Drug Poisoning Task Force. The Rapid Access Prescribing Service has become part of

the Newid Integrated Substance Misuse Service in Western Bay and complements existing provision by plugging identified gaps in treatment.

### **PSALT (The Primary Substance Abuse Liaison Team)**

The Western Bay APB invited substance misuse providers to submit proposals in respect of SMAF in accordance with its strategic priorities, and consequently an extension to an existing service was accepted.

The Primary Substance Abuse Liaison Team (PSALT) is a substance misuse support project providing Primary Care Services on behalf of GPs and access to support workers, nurses and doctors. PSALT are delivering additional spaces of low threshold prescribing, based on the current delivery model in Swansea, to people who are who are stable, but continue to require long term opiate substitute treatment, across the whole of the Western Bay region.

It is well documented that the current supply of Opiate Substitute Treatment (OST) services are not meeting the level of need among residents of Western Bay.

Increasing the capacity of OST services therefore helps the ABP continue to meet its objectives of:

- (i) Reducing the risk of drug related overdoses.
- (ii) Providing parity of low threshold prescribing across the Western Bay region.

The service has been monitored and officers are satisfied that it continues to meet the service specification and objectives above. It is therefore appropriate to fund the continuation of this service.

### **Financial Impact**

The proposal contained in this report will utilise currently unallocated SMAF funding and will ensure that available resources in the area are used to meet the APB's strategic priorities. The operational lead for the APB will continue to liaise closely with colleagues in finance to ensure that the contract is affordable within budgetary constraints of the SMAF grant.

## **Integrated Impact Assessment**

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016.

The first stage assessment, attached at Appendix 1, has indicated that a more in-depth assessment is not required. A summary is included below.

If the proposal is agreed, it will increase the number of Individuals who will be able to access services that they need to assist them on their road towards recovery from addiction to illegal substances. This proposal will therefore not have any negative impacts. The impacts will have a positive effect both for the Individuals who receive the service and for the wider community. The proposal will have a positive impact on reducing engagement in criminal activity and increasing engagement in education, training and employment.

### **Valleys Communities Impacts:**

If the proposal is agreed, it will increase the number of Individuals who will be able to access a service that they need to assist them on their road towards recovery from addiction to illegal substances across NPT

### **Workforce Impacts**

The proposals contained in this report have no Council workforce implications.

### **Legal Impacts**

The SMAF monies (the Fund) are subject to Welsh Government grant conditions, which the Council is obliged to comply with. Failure to comply with the grant conditions would put the Council at risk of claw back of the Fund by Welsh Government. It is intended that the process of the award of the Fund via a grant to the Police and Crime Commissioner's Office and the Amman Tawe Valley Medical Practice, respectively, by the Council will be in line with the grant conditions (WG Grant Conditions).

The allocation of the Fund to the Police and Crime Commissioner's Office and the Amman Tawe Valley Medical Practice will require a grant

agreement for each requiring the Police and Crime Commissioner's Office and the Amman Tawe Valley Medical Practice to comply with the WG Grant Conditions. The proposed grant agreements will entail the recipient only being permitted to use the grant monies for the specific purposes for which they are made available by the Council. The Council will have the right to claw back the monies if they are not used or if misused.

Grants are outside of the procurement regime and are excluded from the requirement of competitive tendering under the Council's Contract Procedure Rules; rule 7.1.21.

Grant agreements offer the Council less control over the arrangements when compared to contracts for services, however, the proposed conditions will have claw- back provisions and other monitoring arrangements as set out in this report. Utilising grant agreements for the funding (over contracts for services), will pose a lower legal risk for the Council where it is entering into these arrangements on behalf of the APB

## **Risk Management**

The Council could potentially be exposed to challenge from aggrieved providers who have not had an opportunity to bid for the proposed arrangements. They may wish to challenge the decision to enter into the proposed grant agreements by Judicial Review of the Council's decision.

It would be contended that the risk of this is considered to be very low due to the absence of other possible providers on the market and the intention to carry out a wider tender exercise in the next 2 years. In any case any risk is deemed to be outweighed by the need to continue to provide support to the service users, as they have specific needs that have to be met.

The Council's defence of any such challenge would be strong as the constitution allows for the action proposed and there is no requirement, legally, for competitive tendering as the proposed grant agreements are not contracts for services.

## **Crime and Disorder Impacts:**

Section 17 of the Crime and Disorder Act 1998 places a duty on the Council in the exercise of its functions to have "due regard to the likely

effect of the exercise of those functions on and the need to do all that it reasonably can to prevent:

Crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment); and

(i) The misuse of drugs, alcohol and other substances in its area; and

(ii) Re-offending in the area”

The impact of the proposal is expected to be positive, with some impact.

### **Consultation**

There is no requirement under the Constitution for external consultation on this item.

### **Recommendation**

Having had due regard to the first stage integrated impact assessment, it is recommended that

Rule 7.1.21 of the Contract procedure Rules be observed, whereby a grant agreement is excluded from the requirement for competitive tendering.

Authority be granted to the Head of Education Development to enter into a grant agreements with the

(i) Amman Tawe Valley Medical Practice to extend the current service provided by the Primary Substance Abuse Liaison Team (PSALT) Primary Care Services, from February 2022 to end of March 2023.

(ii) Office of the Police and Crime Commissioner in respect the Rapid Access Prescribing Service in the Western Bay region, from February 2022 to end of March 2023.

Both grant agreements will run from February 2022, to utilise 21/22 funding

That Members note the joint funding arrangements between the Council and the Office of the Police and Crime Commissioner, in respect of the Rapid Access Prescribing Service in the Western Bay region.

### **Reasons for Proposed Decision**

To ensure the necessary arrangements can be put in place to enact decisions of the Area Planning Board, to meet identified needs.

### **Implementation of Decision**

The decision is proposed for implementation with immediate effect.

### **Appendices**

None

### **List of Background Papers**

None

### **Officer Contact**

Mr Christopher Millis

Head of Education Development

Tel: 01639 763226

Email: [c.d.millis@npt.gov.uk](mailto:c.d.millis@npt.gov.uk)

Mrs Claire Jones

Strategic Manager Partnerships & Community Cohesion

Tel: 01639 763193

Email: [s.c.jones@npt.gov.uk](mailto:s.c.jones@npt.gov.uk)



## Impact Assessment - First Stage

### 1. Details of the initiative

**Initiative description and summary: The report seeks delegated authority to enter into a grant agreement for two services. This is an internal function of the Council to ensure people act within their authority.**

Provision of funding via a grant agreement to the Amman Tawe Partnership of GP Practices, to extend their provision of low threshold, maintenance, prescribing for opiate substitute therapy, for people who are working towards overcoming an addiction to opiates (heroin).

Provision of funding via grant agreement to the PCC to continue to provide capacity for rapid access clinical Opiate Substitute Treatment (OST) for up to 30 individuals identified by the Western Bay Engagement team and Swan project in response to current Critical Incident group concerns.

The services will be provided to residents across the Western Bay Area, which covers both Neath Port Talbot and Swansea. It will be funded through the Welsh Government's Substance Misuse Action Fund (SMAF). The investment of this fund into this service has already been agreed by the Area Planning Board, which includes health, social care a criminal justice strategic partners operating across Swansea and Neath Port Talbot.

This Board is responsible for planning treatment services and coordinating funding from the Welsh Government to ensure that people living with in the region have access to services that meets their needs and improves their wellbeing.

**Service Area:** Partnerships and Community Cohension (Western Bay Area Planning Board)

**Directorate:** Education & Lifelong Learning

### 2. Does the initiative affect:

	Yes	No
Service users	X	
Staff		X
Wider community	X	
Internal administrative process only		X

3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age	X				L	These are generic services, for anyone who needs maintenance prescribing of opiate substitute therapy and access to OST and is considered at risk. It is not targeted at any specific group, or by age, albeit the age of clients is recorded. Individuals who have protected characteristics can access this service as easily as anyone who does not. The proposal is to increase the level of provision of this service, which will not have a negative impact on any group, and will have apposite impact, but this is not determined by age.
Disability	X				L	Access to this service/support is determined by the need and suitability; disability is not a determining factor in accessing this service, but successful engagement with this service will have a positive impact for someone with this protected characteristic, as it would for someone without.
Gender Reassignment		X				At this time it is considered there would be no impact on in relation to this characteristic.
Marriage/Civil Partnership		X				It is not envisaged that this will have any impact in respect of this protected characteristic.
Pregnancy/Maternity		X				This is a generic service, for anyone who needs maintenance prescribing of opiate substitute therapy, irrespective of their status.
Race		X				At this time it is considered there would be no impact on in relation to this characteristic.
Religion/Belief		X				At this time it is considered there would be no impact on in relation to this characteristic.
Sex		X				See above

Sexual orientation		X				See above
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**4. Does the initiative impact on:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		X				The GP who provides clinical input in PSALT is a fluent Welsh speaker. There are also fluent Welsh speakers within the GP Practice who can ensure that letters can be produced bilingually. The Key Workers who provide the 1:1 support for Individuals in receipt of the services do not necessarily speak Welsh, but, there have not been any requests to provide the service in Welsh.
Treating the Welsh language no less favourably than English		X				The Key Workers who deliver the support to the Individuals do not speak Welsh, so it is not currently possible to provide this service in Welsh. However, there have been no requests to provide this service in Welsh to date.

**5. Does the initiative impact on biodiversity:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		X			L	This proposal relates to increasing investment in a low threshold prescribing service, and access to OST, which will have no impact on biodiversity.

To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		X			L	
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**6. Does the initiative embrace the sustainable development principle (5 ways of working):**

	Yes	No	Details
<b>Long term</b> - how the initiative supports the long term well-being of people	X		<p>Increasing the level of investment in the low threshold prescribing service will enable Individuals to maintain their recovery from addiction.</p> <p>Increasing the level of provision in low threshold prescribing will also free up spaces in services that are able to offer opiate substitute therapy for Individuals who have more complex health, social care and criminal justice issues.</p> <p>The RAPS service commenced in March 2020 and has been working with individuals requiring OST who are leading chaotic lifestyles and identified as high risk by Engagement Team and Swan project. These individuals have been able to gain a rapid clinical assessment and access to clinical treatment with a view to stabilising their use and preparing them for longer term referrals to other prescribing services that are available.</p> <p>This will have a long term positive impact for the well-being of the individual their families and friends and for the wider community.</p>

<p><b>Integration</b> - how the initiative impacts upon our wellbeing objectives</p>	X	<p>In addition to the above, by being able to maintain Individuals on opiate substitute therapy, we are enabling them to live a life free from the use of illegal substances, thereby reducing their potential to be perpetrators or victims of crime.</p> <p>Helping Individuals to overcome their addiction to illegal substances also increase their ability to become economically active and enter into, or remain in, employment, education or training, thereby enabling Individuals to work towards achieving their potential.</p> <p>Individuals who are addicted to illegal substances are often socially excluded. By helping them to overcome this addiction, we will be enabling them to work towards becoming more active and valued members of their communities.</p> <p>The delivery and commissioning of substance misuse services is through a multiagency partnership board, and this proposal stems from a recommendation/decision of the Area Planning Board.</p>
<p><b>Involvement</b> - how people have been involved in developing the initiative</p>	X	<p>In developing the business case for the need for additional investment in low threshold prescribing and RAPS, consideration has been given to the needs of Individuals who are on the waiting list to access this type of service, as well as Individuals who are waiting to access more intense opiate substitute treatment services.</p>
<p><b>Collaboration</b> - how we have worked with other services/organisations to find shared sustainable solutions</p>	X	<p>This follows a decision by the Western Bay Area Planning Board. This Board includes representation from the Swansea Bay Health Board, NPT and Swansea Council Social Services, as well as Criminal Justice Agencies. These services identified the need to extend the provision of low threshold prescribing and continue with RAPS.</p>
<p><b>Prevention</b> - how the initiative will prevent problems occurring or getting worse</p>	X	<p>By providing additional units of low threshold prescribing, we will be helping and enabling Individuals to overcome their addiction to illegal substances.</p> <p>The service commenced in March 2020 and has been working with individuals requiring OST who are leading chaotic lifestyles and identified as high risk by Engagement Team and Swan project. These individuals</p>

		<p>have been able to gain a rapid clinical assessment and access to clinical treatment with a view to stabilising their use and preparing them for longer term referrals to other prescribing services that are available.</p> <p>During the time that Individuals receive opiate substitute treatment, they are also able to work through and overcome/resolve the underlying issues that led to their addiction, as well as the consequences of their addiction, in areas such as housing, relationships, engagement with the criminal justice system, as well as social and financial exclusion.</p>
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**7. Declaration - based on above assessment (tick as appropriate):**

A full impact assessment (second stage) <b>is not</b> required	X
Reasons for this conclusion	
<p>This proposal, if agreed, will increase the number of Individuals who will be able to access a service that they need to assist them on their road towards recovery from addiction to illegal substances. This proposal will therefore not have any negative impacts. The impacts will have a positive effect both for the Individuals who receive the service and for the wider community. The proposal will have a positive impact on reducing engagement in criminal activity and increasing engagement in education, training and employment.</p>	

A full impact assessment (second stage) <b>is</b> required	
Reasons for this conclusion	

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	<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>
Completed by	Erica Barrett	Contract Monitoring Officer		
Signed off by		Head of Service/Director		

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Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

### **Regeneration and Sustainable Development Cabinet Board**

**11 March 2022**

#### **Report of the Head of Property and Regeneration – S. Brennan**

**Matter for Decision,**

**Wards Affected: Ystalyfera**

#### **Commercial Property Grant: 11 Wern Road, Ystalyfera**

#### **Purpose of the Report:**

To obtain authority under the Commercial Property Grant scheme, to grant aid external improvement works to the commercial property named above.

#### **Executive Summary:**

The proposal is to part fund improvements to the external appearance of the community café “Y Gegin Fach Coffee Shop” at 11 Wern Road in Ystalyfera. The proposed works will significantly improve the visual appearance of this prominent building and will do much to enhance the character of the main street of Ystalyfera, as well as enabling the coffee shop to continue providing an important service to the local community.

The overall scheme includes the replacement of the existing hardwood shopfront, for a similar traditionally designed and constructed painted hardwood and aluminum shopfront with bi-folding doors. The existing front is in a very poor state of repair and is at risk of a future collapse that could impact both storeys of the building, the

street scene and disrupting the provision of this local community services.

This work will improve the quality of the built environment to attract further economic investment to the area while safeguarding this significant community asset.

**Background:**

Historically the Commercial Property Grant initiative has been part funded, or completely funded, by the Authority under the provisions of the Local Government Act 2000, with provision made within the Neath Port Talbot Regeneration Capital Programme for borough-wide projects that target specific commercial centres, Communities First areas and Neighbourhood Renewal Areas.

Provision of £100,000 has been made available for Commercial Property Grant schemes within the 2021/22 Regeneration Capital Programme.

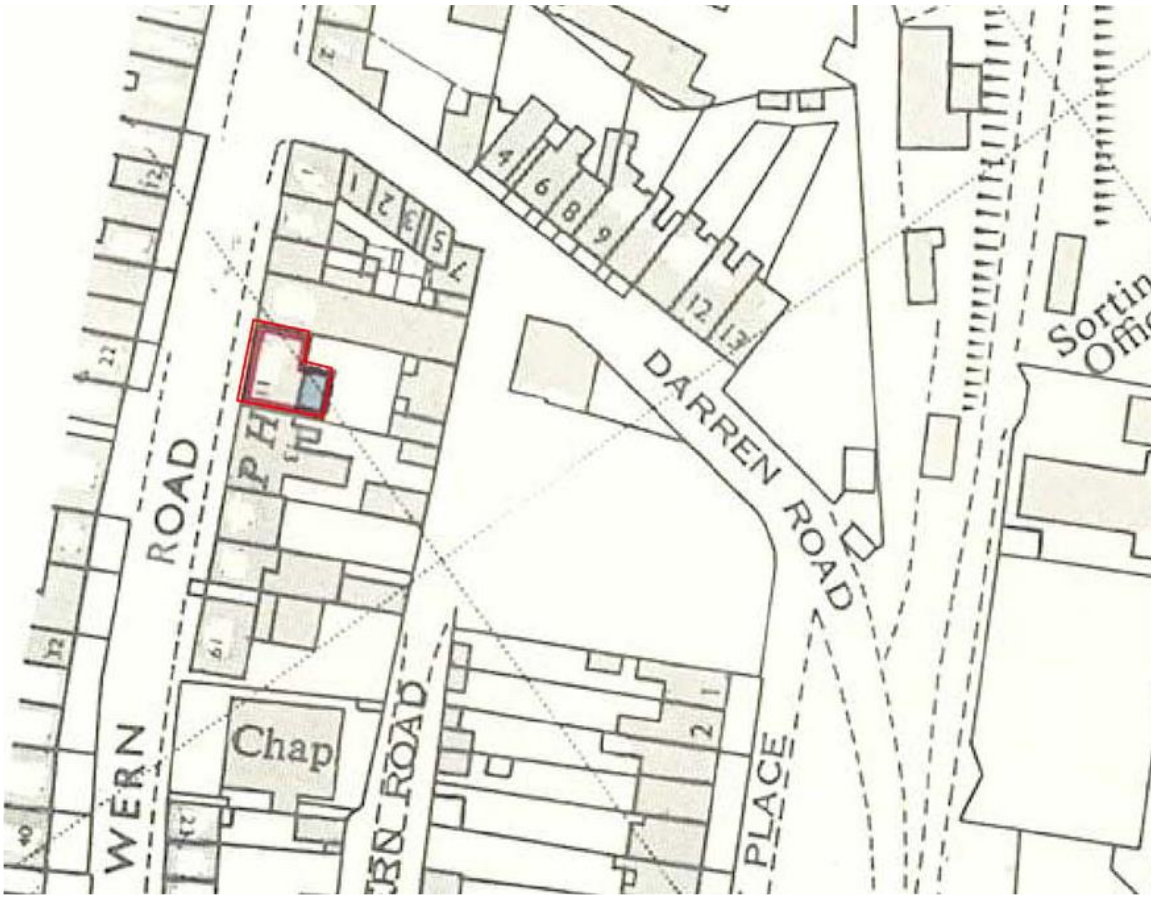
Conditions applicable to the following project will be issued in accordance with the agreed terms for the scheme.

**Proposal**

**Property Address:**

Y Gegin Fach Coffee Shop  
11 Wern Road  
Ystalyfera  
SA9 2LX

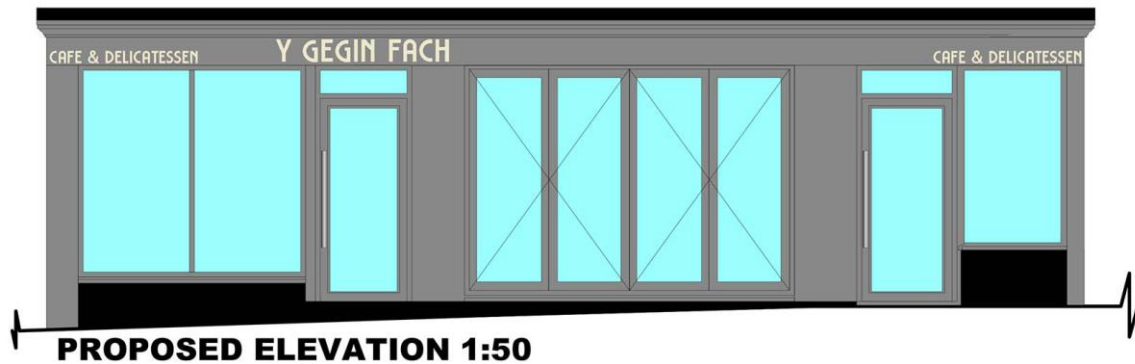
**Location Plan:**



**Brief Description of works:**

Existing Wern Road frontage:





- 11 Wern Road is a mid-terrace two-storey building the ground floor of which is let to tenants that run Y Gegin Fach Coffee Shop, an important community asset that also delivers food to
- The original painted hardwood shopfront is in a very poor condition and may potentially collapse in the near future with potentially dangerous health & safety consequences
- It is proposed to replace the shopfront with a similar traditionally designed and constructed painted hardwood and aluminum shopfront with bi-folding doors. The proposal has obtained planning consent Ref: (P2019/5390).
- Total Project Cost (inc eligible works & fees): £30,043.20 (ex VAT)

Proposed Grant Offer (50% int rate): **£15,021.60 (ex VAT)**

### **Financial Impacts:**

Grant approval, subject to this report = £15,021.60 (ex VAT)

There is sufficient allocation within the Regeneration Capital Programme from which to fund this project.

### **Integrated Impact Assessment:**

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the

Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016.

The first stage assessment has indicated that a more in-depth assessment is not required. A summary is included below.

In line with the Neath Port Talbot EIA screening form guidance we have determined that a full EIA is not relevant.

The end users of the building will be the employees of café and members of the general public that choose to visit the café.

As the proposed scheme involves visual enhancements to a single building to continue it's existing use as a local café, it will have a low impact on the general public of the County Borough. The proposed work will improve the accessibility of the development.

### **Valleys Communities Impacts:**

A positive impact by improving the appearance and quality of the built environment of a valley community, to attract further economic investment to the area, while safeguarding this significant community asset and element of the high street offer in to the future

### **Workforce Impacts:**

No implications

### **Legal Impacts:**

The Commercial Property Grant initiative has been funded by the Authority under the provisions of the Local Government Act 2000

### **Risk Management Impacts:**

### **Risks associated with implementing the proposed recommendations:**

The Council will not be responsible for any aspect of control of the Works (including for example, design, related investigations, implementation and supervision). The Applicant alone is responsible

for everything relating to the Works, including all health and safety matters and for any financial losses. The Council has no legal responsibility for such matters, even if they require approval under the conditions in this manual or Grant Offer Letter.

If the project fails to complete, or does not complete in accordance with the grant terms and conditions, the grant money cannot be claimed. If the project slips over to the next financial year then it is possible that there will not be sufficient funds and the claim process will be complicated.

**Risks associated with failing to implement the proposed recommendations:**

If the grant is not approved the proposed refurbishment will not be carried out at that time and the locality will not benefit from the resulting regeneration impacts.

**Consultation:**

There is no requirement for external consultation on this item

**Recommendations:**

Having given due regard to the Integrated Impact Assessment, it is recommended that the grant be approved

**Reasons for Proposed Decision:**

To implement the provisions of the Commercial Property Grant scheme in accordance with the criteria and terms of administration of the grant, in order to contribute to the regeneration of Ystalyfera and the wider area of the County Borough.

**Implementation of Decision:**

The decision is proposed for implementation after the three day call in period

**Appendices:**

- CPG 11 Wern Road, Ystalyfera: Integrated Impact Assessment

**List of Background Papers:**

First Stage Risk Management Impact Assessment

**Officer Contact:**

Nicola Jane Bulcraig. Strategic Development Officer

Email: [n.bulcraig@npt.gov.uk](mailto:n.bulcraig@npt.gov.uk)

Tel: 01639 686683

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## Impact Assessment - First Stage

### 1. Details of the initiative

**Initiative description and summary:**

Commercial Property Grant to part fund external improvements to 11 Wern Road, Ystalyfera. External improvements to involve the replacement of a traditional painted hardwood shopfront, that is in a very poor condition, with a similar painted hardwood and aluminium shopfront with bi-folding doors, to this two-storey mid-terrace that is in use as a coffee shop to the ground floor, with residential above. The proposed works will improve the energy efficiency of the building as well as improve the appearance of the building and therefore the surrounding area, enabling the coffee shop, which is a valuable community asset, to continue serving the locality.

**Service Area:** Property & Regeneration

**Directorate:** Environment

### 2. Does the initiative affect:

	Yes	No
Service users		X
Staff		X
Wider community	X	
Internal administrative process only		X

### 3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age		X				Proposal is to improve the external appearance of building, it's energy efficiency and internal environment only. This benefits the residents and visitors of Ystalyfera, as well as the people that use the building.

Disability		X				As above
Gender Reassignment		X				As above
Marriage/Civil Partnership		X				As above
Pregnancy/Maternity		X				As above
Race		X				As above
Religion/Belief		X				As above
Sex		X				As above
Sexual orientation		X				As above

**4. Does the initiative impact on:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		X				Proposal is to improve the external appearance of building, it's energy efficiency and internal environment only and has no impact on the use of language
Treating the Welsh language no less favourably than English		X				As above

**5. Does the initiative impact on biodiversity:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		X				Proposal is to improve the external appearance of building, it's energy efficiency and internal environment only and has no impact on local biodiversity.

To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		X				Proposal is to improve the external appearance of building, it's energy efficiency and internal environment only and has no impact on the resilience of ecosystems.
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**6. Does the initiative embrace the sustainable development principle (5 ways of working):**

	Yes	No	Details
<b>Long term</b> - how the initiative supports the long term well-being of people	X		The proposed improvement to the external appearance of 11 Wern Road will improve the appearance of Ystalyfera in the long-term and so improve the quality of life for those that use it.
<b>Integration</b> - how the initiative impacts upon our wellbeing objectives	X		The proposed work supports business to grow the local economy and attract new investment to the area. (NPTCBC Corporate Plan 2019-2022 3.1.3)
<b>Involvement</b> - how people have been involved in developing the initiative		X	The design changes to the building were selected by it's owner in consideration of the enjoyment of the building by it's potential users.
<b>Collaboration</b> - how we have worked with other services/organisations to find shared sustainable solutions		X	The project is not of sufficient scope or scale to require the involvement of other services or organisations.
<b>Prevention</b> - how the initiative will prevent problems occurring or getting worse	X		The proposal will reduce the rate at which the building will deteriorate in condition and appearance, as well as contribute towards reducing the rate at which the overall appearance of Ystalyfera deteriorates in condition and appearance. Potentially the people that use an area will treat it better, in

			terms of reduced rates of vandalism, graffiti and litter, if they consider the quality of their environment to be good or improving.
--	--	--	--

**7. Declaration - based on above assessment (tick as appropriate):**

A full impact assessment (second stage) <b>is not</b> required	√
Reasons for this conclusion	
The proposal is to grant fund part of the cost of external improvement to a single building. The initiative embraces sustainable development by improving the condition, appearance and energy efficiency of the built environment, supporting business to grow the local economy and attract new investment to the area. The initiative does not, however, have a significant impact on any specific group of people so a full impact assessment is not required.	

A full impact assessment (second stage) <b>is</b> required	
Reasons for this conclusion	

	Name	Position	Date
Completed by	Nicola Jane Bulcraig	Strategic Development Officer	9 <sup>th</sup> February 2022
Signed off by	Simon Brennan	Head of Property & Regeneration	9 <sup>th</sup> February 2022



Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

### **Regeneration and Sustainable Development Cabinet Board**

**11 March 2022**

**Joint Report of  
The Head of Planning and Public Protection – C Morris  
The Head of Property and Regeneration – S Brennan**

#### **Matter for Monitoring**

**Wards Affected: All Wards**

**Report Title: Key Performance Indicators 2021/2022 – Quarter 3  
(1<sup>st</sup> April 2021 – 31<sup>st</sup> December 2021)**

#### **Purpose of the Report:**

To report quarter 3 performance management data for the period 1<sup>st</sup> April 2021 to 31<sup>st</sup> December 2021 for Regeneration and Sustainable Development Cabinet Board. This will enable the Regeneration and Sustainable Development Cabinet Board and Scrutiny Members to discharge their functions in relation to performance management.

#### **Executive Summary:**

A list of quarter 3 Corporate Plan KPI's with progress comments on each indicator are attached as appendix 1, these do not include those KPI's collected on an annual basis, these will be reported in quarter

4. The full suite of Corporate Plan KPI's can be found in the [Corporate Plan 2018-2022](#).

KPI's that have improved on or achieved target are GREEN status, KPI's that have not achieved target but performance is within 5% are AMBER status and KPI's that are 5% or more below target are RED status.

Where available, performance indicators report quarter 3 target and 3 years of quarter 3 data for comparison.

Appendix 2 provides quarter 3 information for Compliments and Complaints data, collected in line with the [Council's Comments, Compliments & Complaints Policy](#) for Cabinet and relevant Cabinet Board purviews.

Appendices 1 and 2 are new reports from the Corporate Performance Management System (CPMS), which went live in August 2018.

**Background:**

Not applicable.

**Financial Impact:**

The performance described in the report is being delivered against a challenging financial backdrop.

**Integrated Impact Assessment:**

There is no requirement to undertake an Integrated Impact Assessment as this report is for monitoring / information purposes.

**Valleys Communities Impacts:**

No implications.

## **Workforce Impacts**

1. The progress described in the Quarter 3 report was achieved against a backdrop of an unprecedented emergency situation. This has involved a step change in workforce flexibility and innovation underpinned by enhanced use of data and digital technology. A significant number of the Council's workforce were redeployed temporarily to new duties.

## **Legal Impacts:**

This report is prepared under:

- 1) The Local Government (Wales) Measure 2009 and discharges the Council's duties to "make arrangements to secure continuous improvement in the exercise of its functions"
- 2) Well-being of Future Generations (Wales) Act 2015
- 3) The Neath Port Talbot County Borough Council Constitution requires each cabinet committee to monitor quarterly budgets and performance in securing continuous improvement of all the functions within its purview.

## **Risk Management Impacts:**

Failure to produce a compliant report within the timescales can lead to non-compliance with our Constitution. Also, failure to have robust performance monitoring arrangements could result in poor performance going undetected.

## **Consultation**

There is no requirement under the Constitution for external consultation on this item.

**Appendices:**

Appendix 1 – Key Performance Indicators 2021/2022 – Quarter 3 Performance (1 April 2021 – 31 December 2021)

Appendix 2 – Compliments and Complaints information 2021/2022 – Quarter 3 (1 April 2021 – 31 December 2021)

**Officer Contact:**

Joy Smith, Road Safety and Business Performance Manager.  
Telephone: 01639 686581. E-Mail: [j.smith@npt.gov.uk](mailto:j.smith@npt.gov.uk)





Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

# Performance Indicators

Neath Port Talbot Council

Appendix 1 - Regeneration and Sustainable Development Cabinet Board - Key Performance Indicators -  
Quarter 3 ( 1st April - 31st December) - 2021/22













*Print Date: 03-Feb-2022*






RAG (Red, Amber Green) key:






- **Green:** achieved target for the period – Quarter 2 2021/22
- **Amber:** Within 5% of target for the period – Quarter 2 2021/22
- **Red:** 5% or more below target for the period – Quarter 2 2021/22
- **NA** – no comparable data or no target set for the Quarter 2 2021/22 period






## How will we know we are making a difference (01/04/2021 to 31/12/2021)?






PI Title	Qtr.3 Actual 19/20	Qtr.3 Actual 20/21	Qtr.3 Actual 21/22	Qtr.3 Target 21/22	Perf. RAG
<b>2 Well-being Objective 2 - To improve the Well-being of all adults who live in the county borough</b>					
CP/021 - Number of new business start-up enquiries assisted	183.00	169.00	207.00	187.00	 Green
Despite officers still administering Welsh Government Emergency grant payments to businesses affected by trading restrictions, enquiries for information and advice to support new business start-ups continues to significantly increase.					
CP/042 - PAM/023 - Percentage of food establishments that meet food hygiene standards	94.63	95.58	96.69	95.00	 Green
Performance is favourable (at 96.69%) and slightly above target (of 95%). This is based on 1,081 out of 1,118 food premises being classed as 'meeting' (i.e. being 'broadly compliant' with) food hygiene standards.					
CP/110 - Workways + - Number of people helped back to work , training or volunteering	114.00	45.00	83.00	54.00	 Green
Workways+ have exceeded the target for the period April to December 2021. The 83 individuals supported have received significant support during this period, and have overcome a number of barriers to take those next steps into employment, training or volunteering during this turbulent time.					
PI/367 - PPN/001ii - Percentage of high risk businesses that were liable to a programmed inspection that were inspected for Food Hygiene	82.97	6.65	6.73	75.00	 Red
We continue to follow the Recovery Plan, as agreed between the Food Standards Agency (FSA) and Local Authorities in Wales, which is initially focused on the Highest (Category A) Risk premises, which have all been done, together with recovering newly established food businesses (new start-ups), although these do not form part of the definition of this PI. The remainder of existing premises are to be recovered in coming Quarters (primarily in 2022/23).					
PI/456 - Number of enterprise events held	9.00		8.00	9.00	 Red
Enterprise Clubs provide essential advice and support to local residents considering starting up their own businesses. At present, this service is being delivered virtually but the possibility of resuming face-to-face meetings will be considered in Quarter 4. No data available for Q3 the previous year due to Covid 19.					
PI/457- Number of completed training weeks for apprenticeship, traineeships and work experience	532.00		1926.00	0.00	 Green

PI Title	Qtr.3 Actual 19/20	Qtr.3 Actual 20/21	Qtr.3 Actual 21/22	Qtr.3 Target 21/22	Perf. RAG
<p>Despite onsite restrictions and staff and supply shortages, work on Council construction projects has continued throughout quarter 1, 2 &amp; 3 with projects offering various training and work experience opportunities to local people. Despite one of the main contractors going into administration last year, outputs are more than satisfactory.</p> <p>Q3 data for the previous year is unavailable due to COVID restrictions.</p>					
PI/462 - Number of business enquires assisted resulting in advice, information or financial support being given to existing companies through Business Services	489.00	1057.00	430.00		 NA
<p>Throughout quarters 1, 2 &amp; 3, the team have processed an unprecedented amount of enquiries from local businesses relating to issues such as Covid emergency payments, requests for Council funding to support expansion and investment projects, property enquiries, etc. The demand for services continues to increase.</p>					
PI/518 - Trading Standards - Percentage of businesses that were either compliant when visited or brought into compliance during the period			77.06	75.00	 Green
<p>New Indicator for 2021/22. 15 of 279.</p> <p>Along with ongoing food and rogue trader investigations, there has been a sharp rise in breaches detected by the Trading Standards and Animal Health service. Most notably a significant number of food samples have been found to be in breach, these along with the ongoing cases mean that the department has to focus on corrective action, rather than proactive work.</p>					
PI/519 - Trading Standards - Percentage of high risk businesses that were liable to a programmed inspection that were inspected for Trading Standards & Animal Health			48.94	80.00	 Red
<p>New Indicator of 2021/22. 23 of 47.</p> <p>By now, the inspection programme should be 3/4 complete. TS and AH has been short staffed in the early part of the financial year and affected by the restrictions imposed by Covid and difficulty in recruiting permanent and temporary staff to fill vacancies. The department has seen a significant rise in breaches of food legislation and fraud legislation, following the easing of lockdown which has meant an increased case load for officers within the service. Further sampling exercises this quarter are likely to result in further breaches but will include targeting high-risk businesses.</p>					
PI/520 - Trading Standards- Redress obtained for consumers or victims of crime by service actions			181259.00		 NA
<p>New Indicator for 2021/22.</p> <p>This large sum is the result of two rogue trader investigations. Approximately £30,000 was recovered from the SGD/Crystal Style Investigation that was heard in the last financial year, but compensation was awarded in 2021/22. £150,000 was recovered from a bank by a TS Officer following a rogue trader incident; the rogue trader is being investigated by Swansea TS. A further rogue trader investigation led to the recovery of £340 for a local resident.</p>					

PI Title	Qtr.3 Actual 19/20	Qtr.3 Actual 20/21	Qtr.3 Actual 21/22	Qtr.3 Target 21/22	Perf. RAG
<b>3 Well-being Objective 3 - To develop the local economy and environment so that the well-being of people can be improved</b>					
CP/063 - The number of jobs created/safeguarded as a result of financial support by the local authority	468.00	214.00	318.00	210.00	 Green
The team continue to process high quality funding applications from local businesses and new investors looking to grow, diversify and/or invest in their operations. While some projects have been delayed due to supply chain issues caused by the pandemic and Brexit, many are continuing to deliver substantial investment projects that are supporting employment and the recovery of the local economy.					
CP/078 - Number of PM10 breaches in the Air Quality Management Area (Port Talbot / Taibach)	4.00	7.00	32.00	27.00	 Red
Breaches are measured from Port Talbot Fire Station, which is the official monitoring station for reporting on the air quality objective. We continue to work closely with Welsh Government and NRW to monitor the causes of the breach and take any action that is possible.					
CP/113- PAM/018 - Percentage of all planning applications determined in time	97.69	94.62	91.27	95.00	 Amber
606 of 664 for Quarter 3 2021/22; this compares to 409 of 462 for Quarter 2. The planning department is experiencing a significant rise in application numbers and other related workloads during 2021, at a time when experienced staff have also been lost and existing staff are under pressure, with a larger number of applications extending beyond anticipated timescales. This has led to a period where we have been unable to consistently gain agreement from agents for 'extensions of time', leading to a reduction in performance. However, it is anticipated that this is a short-term blip, which can be addressed through greater engagement with applicants and agents throughout the applications process.					
CP/120 - Extent of land under Council ownership or control that is protected and/or under appropriate management for biodiversity: Part A: Area (hectares)		179.39	156.00	179.40	 Red
The figure is based on the current list of nature conservation sites, which includes Local Nature Reserves, areas that have previously been managed as part of the conservation verge/area scheme. The Working with Nature sites were removed due to the Welsh Government grant coming to an end and not being replaced. Additional sites were added as part of the NPT Bee Friendly scheme					
CP/121 - Extent of land under Council ownership or control that is protected and/or under appropriate management for biodiversity: Part B: Length (km)		22.79	23.12	22.80	 Green
The figure is based on the current list of nature conservation sites, which includes Local Nature Reserves, areas that have previously been managed as part of the conservation verge/area scheme. The Working with Nature sites were removed due to the Welsh Government grant coming to an end and not being replaced. Additional sites were added as part of the NPT Bee Friendly scheme					

PI Title	Qtr.3 Actual 19/20	Qtr.3 Actual 20/21	Qtr.3 Actual 21/22	Qtr.3 Target 21/22	Perf. RAG
PI/280 - PAM/019 - Percentage of planning appeals dismissed	50.00	76.92	57.14	66.00	 Red
<p>4 of 7. While performance is currently below expectations (4 out of 7 appeals dismissed) given the small number of appeals determined it is anticipated that the final stats will improve provided a robust defence at appeal continues.</p>					
PI/366 - PLA/M002 - Planning - Average time taken from receipt of application to date decision is issued - days	71.51	71.10	92.63	90.00	 Amber
<p>61,503 days for 664 applications. The planning department is experiencing a significant rise in application numbers and other related workloads during 2021, at a time when experienced staff have also been lost and existing staff are under pressure, with a larger number of applications extending beyond anticipated timescales. This has led to a period where applications are on average taking longer to determine, leading to a reduction in performance. However efforts continue to maintain performance despite the undoubted pressures being experienced by the team, notably from 'large scale major development' pressure.</p>					
PI/370 - BCT/007 – The percentage of 'full plan' applications approved first time.	95.87	93.58	100.00	95.00	 Green
<p>92 of 92. Maximum performance in an indicator that measures how we interact with our customers achieved while working under difficult circumstances due to COVID and implementing a new back office system.</p>					
PI/371 - BCT/004 – Percentage of Building Control 'full plan' applications checked within 15 working days during the year.	100.00	100.00	96.74	96.00	 Green
<p>89 of 92. Improved performance since Q2 with KPI now on target. Credit must also be given to Building Control staff who have achieved this improvement during a prolonged period of staff shortage.</p>					
PI/372 - PLA/004d - The percentage of all other planning applications determined during the year within 8 weeks	82.30	77.99	64.76	81.00	 Red
<p>430 out of 664. The planning department is experiencing a significant rise in application numbers and other related workloads during 2021, at a time when experienced staff have also been lost and existing staff are under pressure, with a larger number of applications extending beyond anticipated timescales. This has led to a period where applications are on average taking longer to determine, leading to a reduction in performance. However, efforts continue to maintain performance despite the undoubted pressures being experienced by the team, notably from 'large scale major development' pressure.</p>					

PI Title	Qtr.3 Actual 19/20	Qtr.3 Actual 20/21	Qtr.3 Actual 21/22	Qtr.3 Target 21/22	Perf. RAG
PI/373 - PLA/M004 - The percentage of major planning applications determined during the year within 8 weeks	36.36	30.77	11.11	40.00	 Red
<p>1 out of 7.</p> <p>The planning department is experiencing a significant rise in application numbers and other related workloads during 2021, at a time when experienced staff have also been lost and existing staff are under pressure, with a larger number of applications extending beyond anticipated timescales. Major development are almost always, in such an environment, going to take longer than 8 weeks to determine. The significant upsurge in large-scale major developments will, in future, inevitably mean that this target will be difficult to achieve. However, it is most important to ensure that we work collaboratively with developers to meet their own timescales wherever practicable, including negotiating Planning Performance Agreements to assist in resourcing the planning and related services.</p>					
PI/374 - PLA/004c - The percentage of householder planning applications determined during the year within 8 weeks	91.32	78.95	71.20	97.00	 RED
<p>225 out of 316.</p> <p>The planning department is experiencing a significant rise in application numbers and other related workloads during 2021, at a time when experienced staff have also been lost and existing staff are under pressure, with a larger number of applications extending beyond anticipated timescales. However, the performance on householder development has suffered more than expected and efforts have been made since to ensure that we are closer to achieving the previously very high performance levels.</p>					
PI/375 - PLA/004b - The percentage of minor planning applications determined during the year within 8 weeks	76.61	59.50	45.86	80.00	 Red
<p>61 out of 133.</p> <p>The planning department is experiencing a significant rise in application numbers and other related workloads during 2021, at a time when experienced staff have also been lost and existing staff are under pressure, with a larger number of applications extending beyond anticipated timescales. However, the performance on minor applications has suffered more than expected and efforts are continuing to be made to ensure that we are closer to achieving the previously very high performance levels.</p>					
PI/376 - PLA/002 - The percentage of applications for development determined during the year that were approved	98.05	96.22	96.54	95.00	 Green
<p>641 out of 664.</p> <p>Performance remains in accordance with historical levels.</p>					
PI/380 - PLA/M001 – Planning - Average time taken from receipt of application to validation of application – days.	12.96	12.39	17.11	15.00	 Red
<p>The planning department is experiencing a significant rise in application numbers and other related workloads during 2021, at a time when experienced staff have also been lost and existing staff are under pressure. Regrettably, this has had a knock on impact on the validation of applications, although efforts are being made to address matters, including returning invalid applications if shortcomings are not addressed inside 14 days.</p>					

PI Title	Qtr.3 Actual 19/20	Qtr.3 Actual 20/21	Qtr.3 Actual 21/22	Qtr.3 Target 21/22	Perf. RAG
PI/430 - Percentage of private water supplies where a risk assessment has been carried out in accordance with drinking water standards	83.33		0.00	42.00	 Red
<p>0 of 7. There are 3 Risk assessments scheduled for 2021/22. 4 Risk assessments were carried over from 2020/21, which were dealt with by alternative intervention due to Covid and in accordance with DWI guidance. The target this year is therefore 7. There were no planned risk assessments in Qtr1 or Qtr2 due to Officers dealing with Covid duties and complications in finding a Lab for Chemical analysis and arranging sampler accreditation training and assessments for Officers. Risk assessments were to resume in Qtr3 but have been delayed due to other work taking priority.</p>					
PI/458 - Number of visitors to Neath Town Centre	3325281.00				 NA
<p>The previous footfall counters were provided by the Neath BID, which no longer exists. The Council has replaced them with its own, and these are now working, but regrettably not in time to provide data for this quarter.</p>					
PI/459- Bring forward high quality office and light industrial space for inward investment expansion	990.00		498.00		 NA
<p>The refurbishment of the offices at the former Metal Box factory has now been completed, and tenants are already taking occupation, with high demand for the remaining floor area. Further funding is being sought to bring forward additional office and light industrial space at the site. The refurbishment of the listed building 8 Wind Street in Neath is also now complete with high quality town centre business space now available. Works are nearing completion on the new Bay Technology Centre on Baglan Energy Park and the former Plaza Cinema in Port Talbot, both of which will provide much needed business incubation space.</p>					
PI/464 - Number of tourism operators Supported by the Council	51.00	48.00	13.00		 NA
<p>1 new and 5 proposed tourism providers (including accommodation and activities/ attractions) have been assisted so far during 2021/2022, new or proposed accommodation mainly consisted of self-catering or campsite based accommodation within the county.            7 existing tourism providers have also been assisted with queries ranging from compliance with current Covid-19 guidance to proposals to expand current accommodation provision (including serviced accommodation and camping provision).</p>					
PI/465 - Number of Destination Management Plan actions delivered.	25.00	10.00	22.00		 NA
<p>Actions include compiling a visitor management plan, implementing strategies to manage visitor pressures at key sites and securing funding to deliver an accessible 'Changing Place' at Aberavon Seafront. Actions also include delivery of the Waterfall Country Park and Ride Pilot Project, installation of new interpretation at Resolven Canal Car Park and the launch of the new 'Dramatic Heart of Wales' destination website and destination marketing campaign which deliver on marketing actions within Destination Management Plan.</p>					

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Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

# Performance Indicators

Neath Port Talbot Council

Appendix 2 - Regeneration and Sustainable Development - Compliments and Complaints - Quarter 3 ( 1st April - 31st December ) - 2021/22



*Print Date: 03-Feb-2022*

RAG (Red, Amber Green) key:

- **Green:** achieved target for the period – Quarter 3 2021/22
- **Amber:** Within 5% of target for the period – Quarter 3 2021/22
- **Red:** 5% or more below target for the period – Quarter 3 2021/22
- **NA** – no comparable data or no target set for the Quarter 3 2021/22 period

**How will we know we are making a difference (01/04/2021 to 31/12/2021)?**

PI Title	Actual 19/20	Actual 20/21	Actual 21/22	Target 21/22	Perf. RAG
<b>ENVIRONMENT AND REGENERATION</b>					
PI/268 - Regeneration and Sustainable Development - % of complaints at Stage 1 that were upheld/partially upheld	9.09	6.67	18.18		
A total of 11 Stage 1 complaints have been received to date with 10 being for E. Health and 1 for Regeneration. Only two complaints were upheld for Environmental Health both due to a delayed service due to excess workload. An apology was sent in both instances. This compares to 13 Stage 1 complaints received up to the same period last year.					
PI/269 - Regeneration and Sustainable Development - % of complaints at Stage 2 that were upheld/partially upheld	75.00	33.33	100.00		
A total of 7 Stage 2 complaints have been received to date with 6 being for Planning Development Control and 1 for Environmental Health. None were upheld. This compares with 3 complaints being received for the same period last year.					
PI/270 - Regeneration and Sustainable Development - % of complaints dealt with by the Public Services Ombudsman that were upheld/partially upheld	0.00				
No complaints have been dealt with by the Ombudsman up to this quarter which is the same for last year.					
PI/271 - Regeneration and sustainable development - number of compliments received from the public	10.00	24.00	7.00		
7 compliments have been received up to this quarter for officer's exemplary work with 2 for Environmental Health, 1 for Regeneration, 1 for Planning Development Control, 2 for Building Control and 1 for the Partnerships & Com Team for work undertaken in the Harm Reduction section. This compares with 24 received up to the same period last year.					

Stage 1/2021

## NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

### Regeneration & Sustainable Development Cabinet Board

11 March 2022

### Report of the Head of Property & Regeneration - S Brennan

#### Matter for Information

**Wards Affected:** All Wards

#### **Audit Wales National Study – Regenerating Town Centres in Wales**

##### **Purpose of Report**

1. To receive an action plan setting out the Councils response to the recommendations identified by Audit Wales following their national study - Regenerating Town Centres in Wales.

##### **Executive Summary**

2. The Audit Wales study - Regenerating Town Centres in Wales was published in September 2021. A copy of the study is attached at Appendix 1 which sets out the main findings from the Auditor General's review of how local authorities are managing and regenerating their town centres. The report concluded that town centres are at the heart of Welsh life and can be vibrant and sustainable places, but addressing the many challenges they face requires brave decisions and ambitious leadership. The report contained a number of recommendations for both the Welsh Government and local authorities to consider. The following two recommendations were for local authorities:

R4 - The Welsh Government has provided all 22 local authorities with training on how best to use existing enforcement, financial assistance and debt recovery powers, but they are not being consistently nor effectively utilised to support regeneration. We recommend that local authorities take appropriate action, using these existing powers and resources available to achieve the best possible outcome for town centres by:

- using alternative methods of enforcement before using Compulsory Purchase Orders as a last resort;
- integrating enforcement strategies with wider departmental strategies across housing, environmental health, planning and regeneration teams to make more effective use of existing skills and resources; and
- ensuring there is capacity and the right expertise to use the full range of powers, working in collaboration with other councils to achieve good outcomes.

R6 - Town centres are changing, and local authorities need to be receptive to these changes and plan to manage these shifts. We recommend that local authorities use our regeneration tool to self-assess their current approaches to identify where they need to improve their work on town-centre regeneration

The Action Plan contained at Appendix 2 sets out the Council's response to the above recommendations.

### **Financial Appraisal**

3. The programme of audit and improvement assessment work undertaken by Audit Wales has been delivered within the budget allocated for audit and inspection work.

### **Integrated Impact Assessment**

4. There is no requirement to undertake an Integrated Impact Assessment on this report.

### **Valleys Communities Impact**

5. There will be a positive outcome for the improvement of our town centres, including those in our valleys communities.

### **Workforce Impact**

6. There are no workforce impacts.

## **Legal Impact**

7. No impact.

## **Risk Management**

8. Audit Wales findings are a key input into the Council's corporate governance arrangements and the areas identified for improvement work inform the Annual Governance Statement and the associated improvement action plan.

## **Consultation**

9. There is no requirement for external consultation on this item.

## **Recommendations**

10. For Cabinet to note the actions contained within Appendix 2.

## **Appendices**

11. Appendix 1 – Audit Wales – National Study - Regenerating Town Centres in Wales (Sept 2021)
12. Appendix 2 – Action Plan

## **List of Background Papers**

13. None

## **Officer Contact**

Andrew Collins, Regeneration & Economic Development Manager  
a.collins@npt.gov.uk

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# Regenerating Town Centres in Wales

September 2021



This report has been prepared for presentation to the Senedd under section 145A of the Government of Wales Act 1998 and sections 41 and 42 of the Public Audit Wales Act 2004.

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Audit Wales  
24 Cathedral Road  
Cardiff  
CF11 9LJ

Telephone 02920 320 500  
Email [info@audit.wales](mailto:info@audit.wales)  
Website [www.audit.wales](http://www.audit.wales)  
Twitter [@WalesAudit](https://twitter.com/WalesAudit)

Mae'r ddogfen hon hefyd ar gael yn Gymraeg



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## Wales is a country of small interdependent towns

- 1 Wales is a nation of small towns. Towns are where people live, work and play. Town centres are historic and cultural centres. They have communal spaces, public art, and spaces to congregate. Town centres are where we see our most distinctive buildings and public realm. Just over 2.5 million people in Wales live in towns and cities<sup>1</sup> and towns remain at the heart of Welsh life and are places that people value and love. Using the Wales Institute of Social and Economic Research and Data (WISERD) and the Institute of Welsh Affairs Understanding Welsh Places research, there are 192 places in Wales that have 2,000 or more inhabitants that can be classed as a town or large village; places that people class as their 'local' town – **Exhibit 1**.



<sup>1</sup> [citypopulation.de/en/uk/wales/](http://citypopulation.de/en/uk/wales/) – settlements with a population of over 2,000 are included in this analysis. We have used the Understanding Welsh Places data as it enables the interdependency of towns to be better understood and demonstrated.

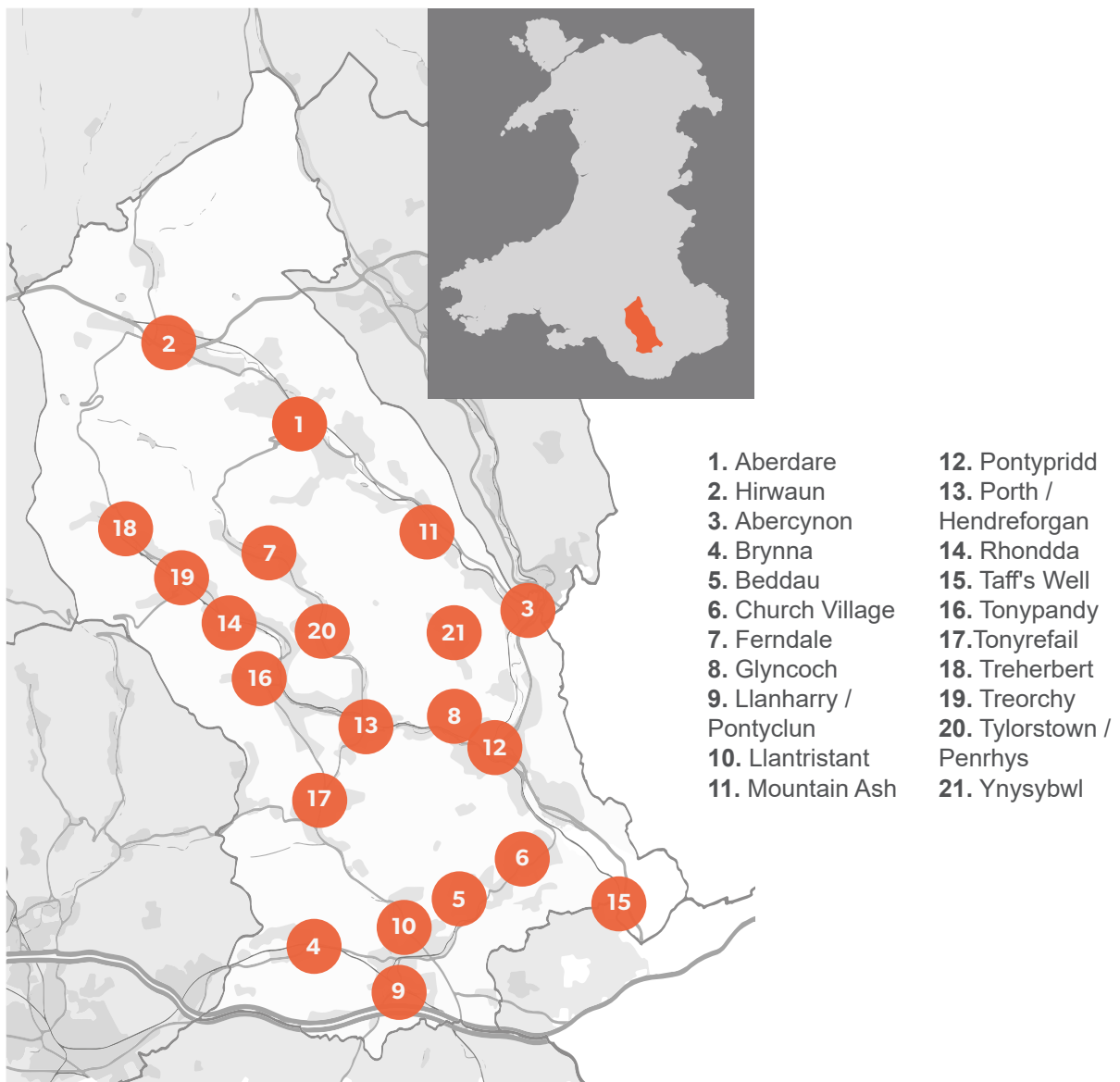
**Exhibit 1: the 192 places in Wales with 2,000 or more residents**

Wales is a country of small interdependent towns, villages and communities.



- 2 What a town has, and what it provides, reflects many different things; its geography and location, the relative affluence of the population, its infrastructure, amenities and accessibility. Towns will therefore have issues in common. But they will also have very different circumstances. No two places are the same and require different solutions to the challenges they face. The relationship between towns therefore varies. Some are more independent and less reliant on neighbouring towns because they have a good and wide range of services and jobs. Others are more dependent, because anchor institutions have disappeared over time, employment has moved away, and few essential services remain. In these dependent places, people are often reliant on accessing neighbouring towns for work, to buy goods, meet friends and use leisure and recreation services.

**Exhibit 2** provides an illustration of the interdependency of places within a local authority using Rhondda Cynon Taf as an example.



# Key Messages

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- 3 This report sets out the main findings from the Auditor General's review of how local authorities are managing and regenerating their town centres. The evidence base for our review is set out in **Appendix 1**. We have concluded that **town centres are at the heart of Welsh life and can be vibrant and sustainable places, but addressing the many challenges they face requires brave decisions and ambitious leadership.**
- 4 In the last 75 years, nowhere has seen as much change as the high street. Traditionally, the location of all major activities, the high street has undergone rapid revolution and has been significantly impacted by societal and technological change.
- 5 Many of the challenges facing today's high street are rooted in planning policy decisions of the Post World War II period. With the introduction of a new land use regime, local authorities were empowered to address war damaged urban areas. Between 1950 and 1980, local authorities prioritised regeneration of town centres creating new and greater retail space.
- 6 However, since then, the growth in out-of-town retail, the progressive loss of 'essential services' from town centres – banks, post offices and public services – and the growth in online shopping have contributed to a steady decline in many town centres. And the pandemic has added to these problems.
- 7 Overall, Welsh and local government have responded well to support town-centre businesses during COVID-19. The Welsh Government has also directly invested or levered in almost £900 million in the last seven years to help regenerate town centres. Despite this funding, town centres often struggle. Local authorities are the key public bodies to help regenerate town centres, but they often lack capacity and skills to deliver the sustainable regeneration needed. Powers that can help stimulate town-centre regeneration are not utilised effectively nor consistently.

- 8 Town centre regeneration remains a national priority, but the Welsh Government's 'town-centre-first' policy is not yet fully embedded. This raises some questions about the strategies that are needed today to help create sustainable town centres. Often the starting point for discussions has been for government – national and local – to define the policies and instruments they propose to use to address the problems facing town centres. This has been the approach taken in Wales, but it has mostly fallen short of addressing the many problems in our town centres.
- 9 The challenges facing Wales following COVID-19 are unerringly similar to the regeneration of 1945 post-war Britain. National and local government need to deliver integrated solutions and make brave decisions going forward, providing honest, strong and dynamic leadership. Local authorities are well-placed to prioritise and lead on place planning, but need to be clear on the purpose of their town centres and involve public sector partners, the third sector, town and community councils, communities and businesses in decisions. Valuing and using information to fully understand problems and identify the best solutions have to be improved. Local authorities will also have to become increasingly more interventionist to address the challenges facing town centres.

# Key Facts

Between **2012** and **2020**, bank and building society branches reduced by **28.8%** falling from **695** to **495**. ATMs have fallen by **18%** in the last three years, down from **3,189** machines to **2,616**.



Since January 2020, **64** retail companies have failed, resulting in **6,882** stores closing and affecting **133,600** employees in Great Britain.



Since **2014**, the Welsh Government has invested and levered in just under **£900** million to help regenerate town centres.



There are **192** places in Wales with over **2,000** residents.

Post offices have marginally fallen by **3.9%** in the last decade and there are currently **925** branches across Wales.



In the last 12 months, online sales increased by **10%** in the UK, and their value by **30%**, an increase of **£23 billion**.



**One** in every **seven** shops on high streets in Wales is empty.

## Recommendations

- 10 Our recommendations are set out below. We expect each local authority to consider the findings of this review and our recommendations, and that its audit committee receives this report and monitors its response to our recommendations in a timely way.

### Exhibit 3: recommendations

#### Recommendations

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- R1** Non-domestic rates have not been reviewed in recent years, and the levels charged do not reflect the current rents being achieved in many town centres. We recommend that the Welsh Government review Non-domestic Rates to ensure the system better reflects town-centre conditions when the payments holiday ends in March 2022.
- R2** Many town-centre businesses are impacted adversely by charging for car parking, access to public transport and poor transport infrastructure. We recommend that the Welsh Government work with local authorities to review transport challenges facing town centres and agree how best to address these.
- R3** The Welsh Government has directly provided and levered in just under £900 million through 13 funding schemes to help regenerate town centres. However, some aspects of the Welsh Government's management of the funding are considered problematic. To ensure local authorities are able to maximise the impact of funding and tackle the more difficult and longstanding problems that would help transform their town centres, we recommend that the Welsh Government:
- consolidate funding to reduce bureaucracy by streamlining processes and grant conditions and keeping requests for information and supporting materials to a minimum;



## Recommendations

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- move away from annual bidding cycles to multi-year allocations; and
- rebalance investment from capital to revenue to help local authorities address staff capacity and skills shortages.

**R4** The Welsh Government has provided all 22 local authorities with training on how best to use existing enforcement, financial assistance and debt recovery powers, but they are not being consistently nor effectively utilised to support regeneration. We recommend that local authorities take appropriate action, using these existing powers and resources available to achieve the best possible outcome for town centres by:

- using alternative methods of enforcement before using Compulsory Purchase Orders as a last resort;
- integrating enforcement strategies with wider departmental strategies across housing, environmental health, planning and regeneration teams to make more effective use of existing skills and resources; and
- ensuring there is capacity and the right expertise to use the full range of powers, working in collaboration with other councils to achieve good outcomes.

**R5** The Welsh Government's 'Town Centres First' approach looks to put the health of town centres at the heart of the decisions taken by the Welsh Government, local authorities, the wider public sector, businesses and communities. This requires a high degree of integration between cross-cutting policy frameworks and decision making to promote town centres above much else. We recommend that the Welsh Government set out how it plans to deliver this in practice, its expectations of partners and the practical steps it will take to make this ambition a reality.

## Recommendations

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- R6** Town centres are changing, and local authorities need to be receptive to these changes and plan to manage these shifts. We recommend that local authorities use our regeneration tool to self-assess their current approaches to identify where they need to improve their work on town-centre regeneration (the tool is [here](#)).



# Past: How town centres have evolved over the years

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01

## Past policy choices, changing consumer expectations and technological advances are now adversely affecting many Welsh town centres

### Many of the challenges facing today's high street are rooted in planning policy decisions of the Post World War II period

- 1.1 How our town centres look today is rooted in decisions taken in the aftermath of World War II. Prior to the 1940s, town centres had a mix of social and economic functions – residential, commercial and non-commercial usage, social clubs and churches. Town centres were often vibrant places with people mixing and socialising throughout the day, evening and night. By 1945, however, many towns and cities in Great Britain were damaged and in poor condition as a result of the bombing campaigns of World War II.
- 1.2 In response, parliament introduced the Town and Country Planning Act 1947<sup>2</sup>. This Act enabled local authorities to forcibly acquire bomb-damaged areas for redevelopment on payment of compensation to owners. The Act required planning authorities to undertake a survey and devise a land development plan to include industrial sites, residential areas, public services and transport. Over time, this has developed into the comprehensive public planning system we know today.
- 1.3 Importantly, the new powers enabled local authorities to regenerate and repurpose their town centres. From the 1950s onwards, many local authorities embarked on ambitious development programmes using compulsory purchase powers<sup>3</sup> to acquire key sites and deliver them for new development. Town centres were seen as the most valuable area because of footfall, infrastructure, business activity, land and real estate values, services and non-domestic rates. And within town centres, it was shopping that had the greatest value on the high street.
- 1.4 Consequently, retail became a key driver of town-centre regeneration. By expanding central shopping districts, local authorities were able to generate more income through non-domestic rates and create wealth in towns by attracting more shoppers. However, the drive to redevelop and raise property values left town centres heavily dependent upon shopping. It changed high streets from vibrant 24-hour places into areas that increasingly had a limited purpose outside trading hours.

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2 [Town and Country Planning Act 1947 \(legislation.gov.uk\)](#)

3 Compulsory purchase powers are an important tool to assemble the land needed to help deliver urban and rural regeneration, essential infrastructure, the revitalisation of communities, and the promotion of business, and lead to improvements in quality of life.

- 1.5 Ultimately, retail-led regeneration also created an oversupply of shops, because local authorities, not prevailing market conditions, determined whether or not major new shopping developments took place. The growth in town-centre shopping also resulted in competition between local authorities and towns to have the best shops and the leading retail chains. These were often seen as an important mark of 'status' and 'prosperity'. In some areas, such as South East Wales and the North Wales coastal strip more and more towns in a geographically small area redeveloped their town centres creating unsustainable levels of retail.
- 1.6 Whilst the growth in retail generated higher property values and non-domestic rates, retailing as a business is a poor option for economic regeneration. Jobs in the sector are generally low-skilled, low-paid, and often insecure. Innovations and new technologies are mostly used to minimise the numbers employed and drive down cost. And ultimately, retailing is about 'absorbing' disposable incomes in an area rather than 'creating' new wealth.

### **The growth in out-of-town retail has contributed greatly to the decline of town centres**

- 1.7 By the 1980s, retailing land and property in town centres were becoming increasingly more expensive, especially compared to cheap land on the outskirts of towns and cities. Non-domestic rates on the high street were also considered prohibitive for developers. Some town centres which had seen significant retail growth in the 1950s and 1960s were now in poor condition and in need of modernisation. These changes, coupled with a relaxation of planning laws in the 1980s<sup>4</sup>, encouraged out-of-town retailing.
- 1.8 Out-of-town retail had a number of distinct advantages. The improvements in the road network, the development of motorways and growth in car ownership<sup>5</sup>, made out-of-town shopping more attractive. They were much easier to access for shoppers, allowing people to drive quickly, and often with less congestion, to the retail park rather than travel to a town centre. Shoppers were able to visit several shops quickly and efficiently, often under one roof and protected from the elements. And with free parking and larger national chain stores, they offered more diversity and cheaper options than the traditional high street.

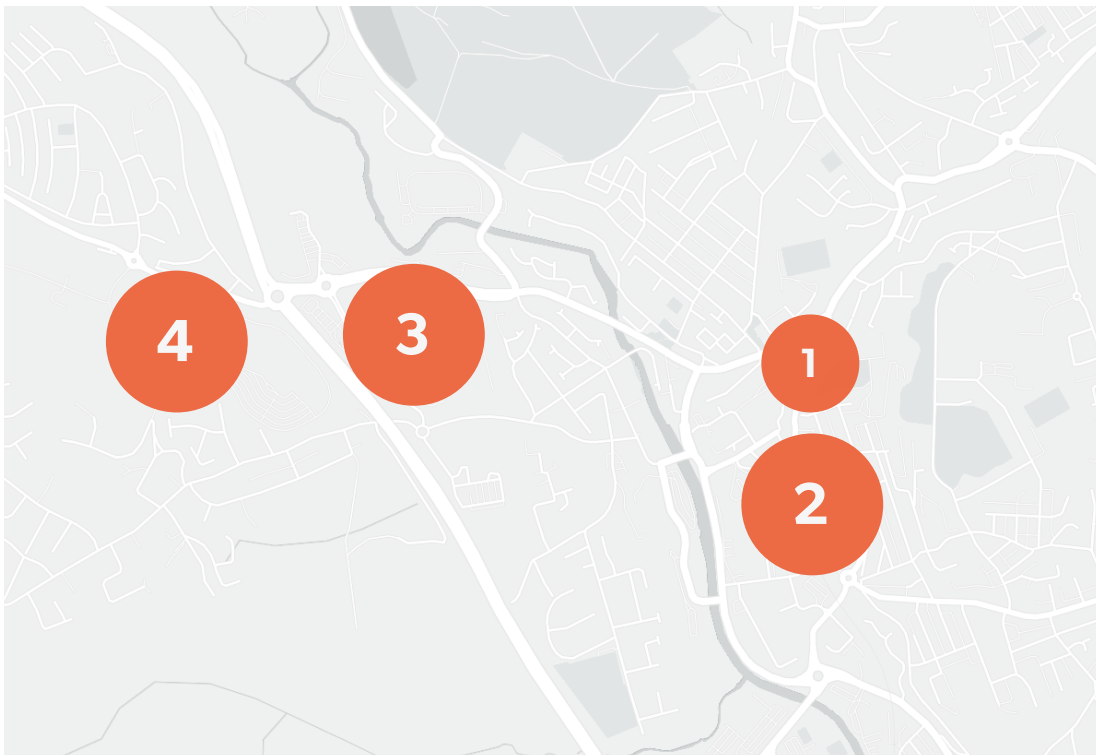
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4 M Ball, Birkbeck College University of London, [The 1980s Property Boom](#), 1993

5 The RAC estimates that in 1952 there were 2.5 million vehicles on Britain's roads. By December 2020, this had increased to 38.6 million licensed vehicles. Source: [Spaced Out](#) and [Motoring FAQs](#)

1.9 Unsurprisingly, the growth in out-of-town shopping adversely impacted town centres resulting in the ‘Doughnut Effect’ – the hollowing out of town centres as institutions, shops and businesses moved from the town centre to the edge of towns or ceased to operate. Previously thriving high streets now experienced increasing numbers of shop closures. Empty premises often became derelict and an eyesore, attracting anti-social behaviour. The businesses that remained often struggled and before long town centres were both unappealing places to trade from and visit. **Exhibit 4** provides an illustration of these changes using Merthyr Tydfil as an example.

#### Exhibit 4: Example of a changing town centre landscape - Merthyr Tydfil



1. Town Centre 1900's
2. Tydfil Square Shopping Centre 1980 and Beacon Place 2000
3. Cyfartha Retail 2005
4. Trago Mill 2016

#### Fewer and fewer ‘essential services’ remain in town centres

1.10 Many customers value face-to-face services and they are often seen as playing a vital role in community cohesion, particularly in town centres with few other amenities. Town centre decline is often mostly acutely felt with the loss or closure of anchor institutions on the high street, especially banks, building societies and post offices.

- 1.11 In recent years there has been a dramatic reduction in these essential services in town centres across Wales. Between 2012 and 2020, bank and building society branches in Wales reduced by 28.8%, falling from 695 to 495. The number of ATMs has also fallen by 18% in the last three years down from 3,189 machines in July 2018 to 2,616 in February 2021<sup>6</sup>. Post offices have marginally fallen by 3.9% in the last decade and there are currently 925 branches across Wales.
- 1.12 Both businesses (79%) and citizens (68%) we surveyed overwhelmingly noted that their local town centre lacked these essential services. The loss of physical banking services directly affects businesses. Less people visit town centres with no banks, building societies or post offices. Research shows that town-centre businesses have 20% greater profit when there is a bank and post office in their town centre. Small businesses are significant users of branches and a lack of access to branches can create problems for some micro businesses. Around 20% of small businesses with a turnover below £2 million use branches as their primary means of banking<sup>7</sup>.

### The continued growth in online shopping and changing shopper demands have adversely impacted town-centre retail

- 1.13 The internet has changed the way we shop. Even those of us who do not regularly buy online search online for prices, product specifications and availability before heading to the high street. Many of us find it easier to order goods and services through a website, unrestricted by store opening times and from the comfort of our home, rather than trawl through shelves in a shop. Retailers recognise that the internet is transforming the way that customers shop, re-shaping the high street as a result. **Exhibit 3** shows that in the last 12 months online sales increased by 10% in the UK, and their value by 30%, a growth of £23 billion.

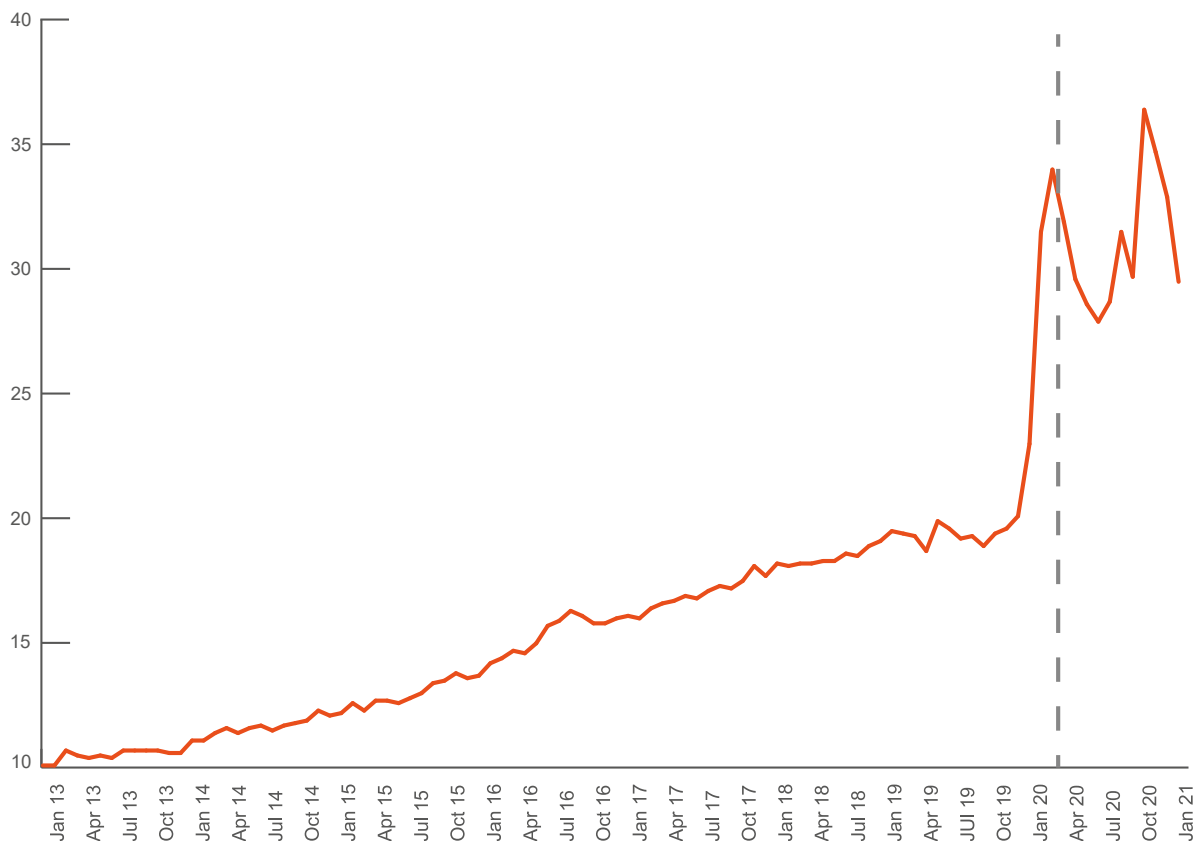
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6 House of Commons Library, [Bank branch and ATM statistics](#), 19 April 2021

7 Financial Conduct Authority, [When bank closures bite: the picture across the UK](#), 13 March 2019.

**Exhibit 5: internet sales as a percentage of total retail sales in the UK 2013-2021**

Online and mobile sales doubled between 2013 and 2021.



Source: Office for National Statistics, [Retail Sales Index time series](#)

1.14 Research estimates that the value of online sales in 2021 is £141.3 billion<sup>8</sup>. Our surveys show that since the start of the pandemic, 89% of citizens have used online services more than previously and 74% of town-centre retail businesses introduced online services for the first time. The UK shops online more and uses mobile devices to shop more than any other European country<sup>9</sup>. Online shopping is well embedded in UK consumer behaviour and is anticipated to continue to grow, although in some areas of Wales quite large numbers of adults remain ‘offline’ rather than ‘online’<sup>10</sup>.

8 [UK Retail Ecommerce Sales, 2019-2024 \(www.emarketer.com\)](http://www.emarketer.com)

9 Centre for Retail Research, [Online: UK, Europe & N. America 2020 estimates](#)

10 The [Office for National Statistics](#) reports that whilst 8.7% of the UK population never or rarely uses the internet, Wales has some of the poorest levels of usage. In Powys, 20% of the population aged 16 and over have never used the internet or rarely do so (not accessed online services within three months) and 15% of people in the South Wales and Gwent valleys.



- 1.15 All of this has had and will continue to have a major impact on high street retail. Since January 2020, 64 retail companies have failed in Great Britain resulting in 6,882 stores closing and affecting 133,600 employees by May 2021<sup>11</sup>. Shopping centres have been particularly exposed to the effects of the pandemic, principally having a lower proportion of ‘essential’ retailing, more department stores and being exposed to greater levels of online competition. Research suggests a net loss of 402 national chain stores ceasing to trade in Wales during 2020<sup>12</sup>.
- 1.16 Between December 2017 and December 2020, empty retail units rose from 4.9% to 8.8% on retail parks; 11.2% to 12.5% on high streets; and 13.2% to 15.6% in shopping centres<sup>13</sup>. In April 2021, the British Retail Consortium reported that one in seven shops is now empty. This masks huge disparities. Attractive larger shopping destinations, whether in thriving urban centres, or affluent seaside towns are doing well. At the other end of the spectrum, smaller towns have even higher vacancy numbers and struggle to provide the quality of experience and convenience that shoppers want.
- 1.17 Growing vacancies also impact landlords, which can add further problems for town centres. The growth in vacancies can deter investors from creating new retail space or improving existing sites due to the drop in the likely rate of return. There is also a risk that sites will not be redeveloped because of fragmented ownership and other difficulties associated with their locations, particularly if inappropriate use change constraints are imposed by local authorities.
- 1.18 With the growth in online shopping, there has also been a more subtle change in other aspects of shopper behaviours. In the past retail, was mostly about buying essential goods – food and clothing – and convenience, being local, was key. In more recent years, retail has grown to focus on luxury and experience. More costly ‘luxury’ items such as SMART phones and personal computers, often have the best deals in bigger retail centres and are often not available in local towns. For some, shopping is also less ‘functional’ and has become a favourite hobby. A day-out activity centred on ‘experience’ and built around dining out, socialising, entertainment, meeting up with family and friends and attending events.
- 1.19 In a digitally dominated world, investing in digital infrastructure and basic skills can play a vital role in revitalising high streets. However, at this time, the offer in most of Wales’ town centres is not strong. Our citizen survey found that towns mostly lack an effective digital offer with poor connectivity, limited free and effective Wi-Fi. This puts people, especially younger people, off from visiting.

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11 Centre for Retail Research, [Who’s Gone Bust in UK Retailing in 2019-2021?](#)

12 pwc, [Store Openings and Closures - 2021](#)

13 Research by Statista, available on their [website](#). **Page 189**

## **Non-domestic rates continue to make most town centres unattractive places to invest in, although the current payment ‘holiday’ is welcomed**

- 1.20 Non-domestic rates are an annual property tax paid on the rateable value of the property each business occupies. The rateable value is a notional figure calculated in terms of the likely rental of the property. Non-domestic rates revaluation normally takes place every five years and is conducted by the Valuation Office Agency. The most recent revaluation in Wales took effect in April 2017, and the next one is currently scheduled for 2023<sup>14</sup>. Some 113,100 properties are liable for non-domestic rates in Wales and contribute over a £1 billion annually to the Welsh Government’s budget<sup>15</sup>.
- 1.21 Businesses and council officers we surveyed and interviewed note the challenges created by the non-domestic rates regime. In recent years, some retailers have achieved big rent reductions as leases come up for renewal, or by renegotiating rents or using corporate voluntary arrangements. Indeed, research suggests that in towns with high retail vacancy rates, market conditions are so difficult that some have managed to get zero-rent deals. However, despite rents falling, rateable values remain at 2017 levels, and many noted that they do not reflect the reality and cost of trading on the high street today. To put it simply, high street retailers have historically paid more for something that is worth less, and the cost model no longer works for many retailers.
- 1.22 Non-domestic rates account for a disproportionately high percentage of total occupancy costs and are seen as a deterrent to new businesses and start-ups. Non-domestic rates are also disproportionately high for most retail businesses, which places them at a disadvantage compared to the e-commerce retail sector. The Centre for Retail Research estimates that store and shop-based retailers paid £7.168 billion in non-domestic rates in 2018-19, equivalent to 2.3% of their retail sales, whilst online retailers paid £0.457 billion, around 0.6% of online traders’ sales<sup>16</sup>.

1.23 There is a range of initiatives by the Welsh Government and local

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14 Senedd Research, [Business Rates: Frequently asked questions](#), 2018.

15 Senedd Research, [Business Rates: Frequently asked questions](#), 2018.

16 Centre for Retail Research, [Business Rates and the Future of the High Street](#)

authorities that provide non-domestic rate relief<sup>17</sup>. And, through 2020-21 and 2021-22, the Welsh Government has provided further support in response to coronavirus restricting trading, to the extent that over 70,000 businesses currently pay no rates at all<sup>18</sup>. This has been welcomed by businesses we surveyed. However, a number noted that when the pandemic concludes, and the business rate holiday is over, there is a need to create a level playing field with out-of-town retailers and online providers, both for non-domestic rates, but also charges like car parking. For instance, exploring innovative and flexible charging with lower pricing and 'connected value' such as varying charges based on visitor numbers to create more revenue.

## High Streets are more than just retail, but this is often overlooked

1.24 Whilst much of the debate has focussed on the decline of retail on high streets being the major issue of concern, town centres offer far more than just shops – **Exhibit 6**.

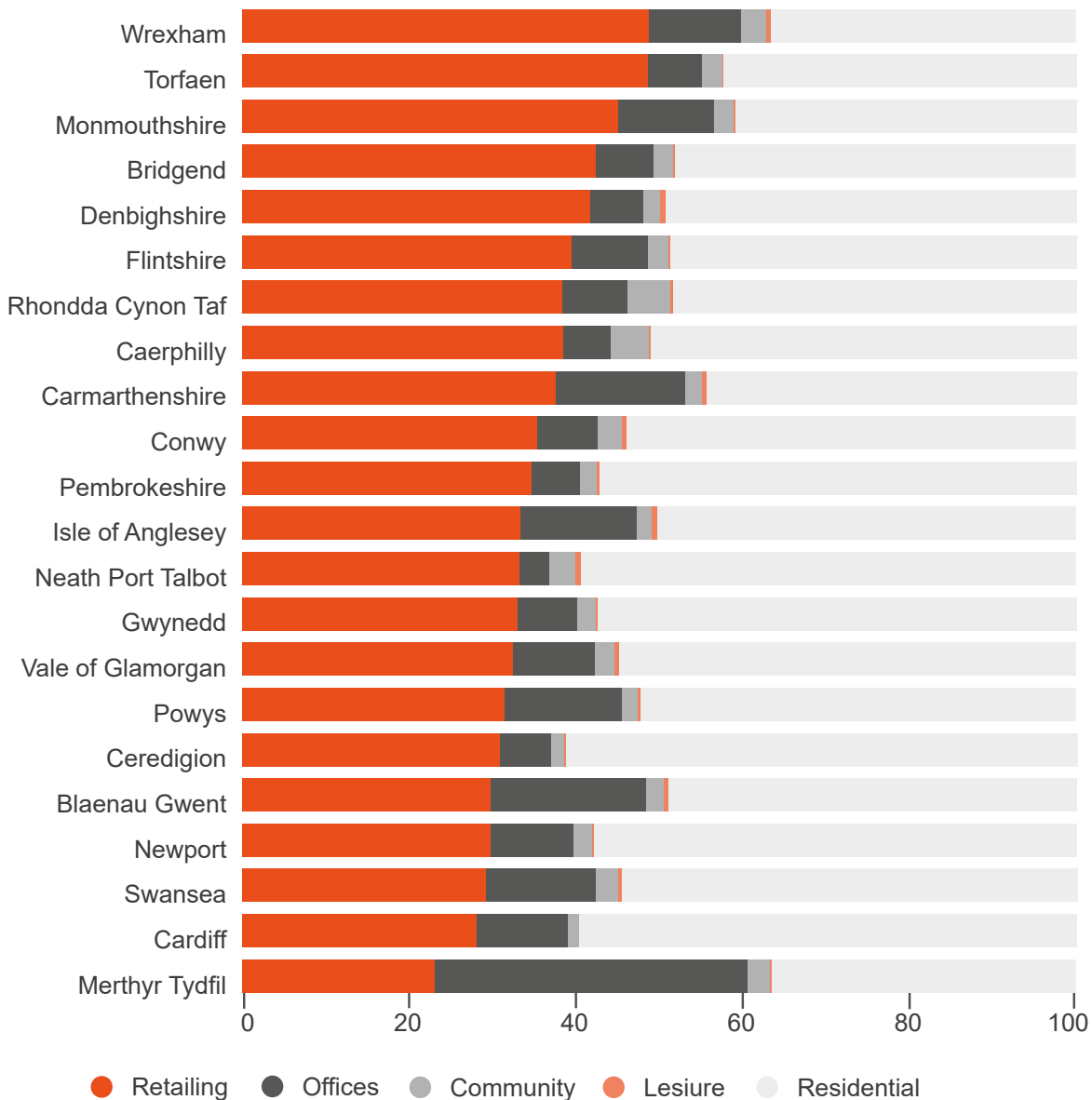
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17 Welsh Government: Business Wales, [Business Rates Relief in Wales](#)

18 Welsh Government, [Business rates holiday extended for 12 months](#), March 2021

**Exhibit 6: addresses on the high street, by land use category and local authority in March 2020**

Town centres are mostly residential but are often presented solely in terms of retail.



Source: Office for National Statistics, [High streets in Great Britain, March 2020](#)

- 1.25 This data, published by the Office for National Statistics drawing on land use categorisation<sup>19</sup>, shows that the amount of retail on high streets varies widely – ranging from roughly 50% of high streets in Wrexham to less than a third of premises on the high streets of the three main cities in South Wales. Merthyr Tydfil has less high street retail than any local authority area, where under a quarter of high street premises are shops. There are few local authorities with over 10% of their high streets accommodating offices, although in Merthyr Tydfil offices account for over a third of all properties on the high street.
- 1.26 Overwhelmingly, town centres and high streets are residential areas. At least a third of all addresses are homes, rising to over 50% of all high street addresses in 12 of the 22 local authorities. Town centres also account for a significant proportion of a local authority's total population, roughly a fifth in Cardiff and Newport, for example. The population of our high streets is overwhelmingly 'young' with the vast majority aged between 16 and 64. Importantly, students are also mainstays of town centres in university towns and cities, accounting for 41.3% of the population in Ceredigion, 23.1% in Cardiff and 17% in Gwynedd and Swansea.

### **Town centres are mostly geared for the daytime retail economy and mostly have a limited leisure, social and night-time offer**

- 1.27 Town centres are primarily configured for daytime services and the night-time offer is mostly underutilised. Our research found that roughly half of people live within a mile of their town centre (44%) and 86% within five miles. Before the pandemic, 82% of people visited their local town centre at least once a week and over half of these (60%) several times a week. Just over 40% of citizens visit their local town centre in both the working week and weekends and a similar number only in the working week. Less than 20% only visit their town centre at weekends.
- 1.28 Two-thirds of businesses operate both in the working week and at weekends. Just over a third during the working week only (34%) and 2% at weekends only. Most businesses (90%) work standard core hours – 9 am to 5 pm. Two-thirds of people regularly visited their town centres in the morning, just over half at lunchtimes, and just over half in the afternoons. Roughly a third of businesses work into the early evening (35%) and a smaller proportion later than 8 pm (15%). Less than a third of people visit town centres in the early evening and just over 10% after 8 pm (12%).

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19 The high street features data are provided by Ordnance Survey, including the proportion of addresses that are for residential, retail, leisure and recreation, offices or community usage. Retail usage for the Ordnance Survey high streets data is classified by land use type as defined by the Ministry of Housing, Communities and Local Government. Definitions are [here](#).

1.29 Overwhelmingly, survey feedback notes that local town centres do not have a good night-time offer. And these findings correlate strongly with the data set out in **Exhibit 6** above. Town centres across Wales offer little in the way of community use (defined as educational, institutional or religious buildings) and leisure (defined as indoor or outdoor recreation) services and facilities. No local authority has more than 5% of its high street with community buildings, and less than 1% of all Welsh town centres is turned over to leisure and recreation usage. With less demand for retail, community, leisure and recreation are obvious areas for growth.

### Many town centres are not easy to access

- 1.30 Much of Wales lacks efficient, affordable, accessible and comprehensive transport. Despite Welsh Government policy emphasising the importance of public transport being accessible and available, and a number of national initiatives to improve current provision, the reality for many people we surveyed is that networks and modes are not adequately linked in many towns across the country. This has led to a continued reliance on cars. Our surveys found that 73% of people regularly access their town centres by car, with less than 20% using public transport.
- 1.31 Survey respondents noted issues of concern with the availability of car parking, its cost and poor public transport alternatives as key barriers to visiting their town centres more frequently. Transport infrastructure – cycle ways, pavements and roads – were all identified as being in generally poor condition and in need of investment and upgrade. Overall, both businesses and people responding to our surveys flagged the continuing deterioration of roads and inadequate integrated public transport as major problems.



## **Present: Town centres today**

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**02**

## Businesses have been well supported during the pandemic, but local authorities often lack the skills, capacity and resources to help create sustainable town centres despite significant Welsh Government funding

### National and Local Government responded well supporting town-centre businesses during COVID-19, but it has created uncertainty for the future

- 2.1 The pandemic saw an overnight change in how people used town centres. Shoppers' spending and travel habits changed, and whilst demand for public services increased, many people took advantage of online platforms to access these. Most town centres were already having to adapt to a significant period of change before the pandemic, as they have done in the past, reflecting societal changes over decades. But rarely has such drastic change happened in a short period of time, as restrictions were imposed on movement and business operations nationwide.
- 2.2 Early on, restrictions led to a short-term change of habits, but we heard differing views over how long lasting this change will be, and this continues to be the subject of intense debate by economic analysts. COVID-19 dramatically reduced people visiting their town centres, with 91% we surveyed stating they visit less frequently than in the past. But our surveys also suggest a desire to return to previous habits, with the majority of businesses (61%) and citizens (57%) intending to operate/visit and use their town centre as they did before COVID-19. Only 8% of businesses and 13% of citizens see the pandemic as fundamentally changing how town centres will be used in the future.
- 2.3 Businesses have had to adapt quickly, and local and national government support had to be rolled out quickly and tailored accordingly. Besides the many challenges faced, the restrictions also created opportunities for businesses to adapt their operating model to reflect these changing habits. As lockdown restrictions began to ease, businesses that adapted benefitted from increased footfall, as people stayed local rather than travelling into cities for shopping, work and leisure.



- 2.4 We found that three-quarters of businesses diversified their offer to provide an online service, 35% offering home delivery and take away services; 21% introduced mobile services including pop ups; and 12% converted premises for alternative use or trade. It is uncertain if these shifts will reverse, and businesses will have to reflect on how they intend to operate post-pandemic.
- 2.5 Businesses also see government support as essential to help them recover, with 76% seeing the loss of Welsh Government support as a major risk. Positively, 90% of businesses have applied for and received emergency funding from the Welsh Government to help them survive the full impact of COVID-19<sup>20</sup>.

### **Local authorities introduced a range of measures to safely re-open town centres during the pandemic, but these choices adversely impacted some disabled people**

- 2.6 Stakeholders also recognise the good work of local authorities to make town centres safe. 92% of businesses and 82% of visitors feel safe visiting their local town centre and the majority that their town centre is clean and well maintained. However, 'red tape', unnecessary bureaucracy, over regulation and poor leadership at a national and local level are seen as major blocks by several businesses. This includes decisions on pedestrianisation, car parking charges and business rates. Roughly a third of businesses (36%) believe that local authorities need to become more agile in their decision making to help businesses recover, and a smaller proportion (15%) better at co-ordinating action on the high street.
- 2.7 Just over 10% of citizens responding to our survey considered themselves to have a disability. Roughly half of these stated that they been disadvantaged in the decisions taken by their local authority when reopening town centres. Two-thirds noted the closure of key facilities, such as toilets, as a deterrent to visiting their local town centre. Similarly, the creation of pedestrianised zones (46%) and social distancing in shops and cafes (43%) to help manage the flow of people were noted as discouraging disabled people to visit their high street.

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<sup>20</sup> This funding was made up of two separate grant schemes, the Non-Domestic Rates (NDR) Grant and the Economic Resilience Fund, to support businesses during the lockdown period. Other economic measures such as the Self-Employed Income Support Scheme and Coronavirus Job Retention Scheme were also introduced.

## The growth in home working in response to the pandemic has the potential to both benefit local town centres, but also reduce demand for businesses

- 2.8 There is evidence that retail spending has moved to local high street shops during the pandemic, mainly due to people shopping locally as they work from home<sup>21</sup>. This has had clear benefits for some town centres with more spending in the local economy. But with more people working from home, there is less need for office space which could impact town and city centre businesses.
- 2.9 This will be particularly challenging for struggling places, because office jobs – unlike retail jobs – are more likely to be higher-salaried jobs that contribute to places thriving and growing because of their ‘multiplier effects’: that they create additional jobs because employees use the shops and services in a high street or town centre. Research shows that skilled jobs or jobs in high-tech industries generate larger multipliers: an additional high skilled job creates an average of 2.5 jobs in the non-tradable sector; an additional tech sector job creates, on average, 1.9 jobs in the non-tradable sector<sup>22</sup>.
- 2.10 This could have one of two impacts on towns across Wales. Whilst people working from home could have a positive multiplier impact in some communities, they will also result in falling demand in the place from which they have relocated, because these jobs are not new, but employment displaced from elsewhere as a result of the pandemic.

## Large sums of money are being invested in regeneration, but it is questionable if this funding is helping to create sustainable town centres

- 2.11 The Welsh Government has prioritised investment in regeneration and continues to make available large sums of money; just under £900 million since 2014 – **Exhibit 7**. All local authorities have received funding, but the levels of investment vary widely. For example, the most recent allocation in 2020-21 saw funding to authorities range from £1 million to £13.6 million (See **Appendix 3**).

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21 Centre for Cities, [How has spending recovered in our town and city centres?](#) September 2020

22 What works centre for local economic growth, [What does the evidence tell us about the employment multiplier effect?](#) March 2019

### Exhibit 7: Welsh Government regeneration funding since 2014

The Welsh Government continues to invest significant sums of money on regenerating Welsh town centres.

Period	Programme	Direct Welsh Government Funding	Enabled/ Levered-in Funding	Total Funding
2014-2017	Viable and Vibrant Places	£124 million	£320 million	£444 million
2014-2020	Town Centre Loans	£31.6 million <sup>23</sup>	–	£31.6 million
2017-2023	Building for the Future	£54 million <sup>24</sup>	£54 million	£108 million
2018-2021	Targeted Regeneration Investment	£100 million	£60 million	£160 million
2020-2021	Valleys Taskforce Towns funding	£3.7 million	–	£3.7 million
2020-2021	Transforming Towns (COVID-19 adaptation fund)	£5.3 million	–	£5.3 million
2014-2020	Transforming Towns Revenue Fund for LAs	£0.5 million	–	£0.5 million
2017-2023	Coastal Town Fund	£3 million	£8 million	£11 million
2018-2021	Green Infrastructure and Biodiversity Fund	£5 million	£4 million	£9 million
2020-2021	Loan funding for use by local authorities	£18.4 million	–	£18.4 million

<sup>23</sup> Loan funding which is recycled. We have only included the actual amount allocated not the total recycled or it is assumed will be recycled.

<sup>24</sup> This includes European Regional Development Fund: Connectivity and Urban Development for the period 2017-2023.

Period	Programme	Direct Welsh Government Funding	Enabled/ Levered-in Funding	Total Funding
2020-2022	Additional funding for Town Centre Loans	£15 million	–	£15 million
2020-2021	Enforcement ‘fighting fund’	£15.2 million	–	£15.2 million
2017-2023	Extension of capital grant for a further year (2021-22)	£41.8 million	£25.1 million	£66.9 million
<b>2014-2022</b>	<b>ALL</b>	<b>£383.6 million</b>	<b>£509 million</b>	<b>£892.6 million</b>

● Revenue   ● Capital   ● Both Revenue and capital   ● Loans

Source: Welsh Government

- 2.12 Most of the senior officers we surveyed (91%) believe that the Welsh Government makes funding available to local authorities to support regeneration work. And all senior officers and just under two-thirds of councillors (63%) believe that their local authority is good at working with the Welsh Government to secure grant funding to support regeneration.
- 2.13 However, some aspects of the Welsh Government’s approach to regeneration are considered problematic. Only 77% of senior officers believe that the Welsh Government provides them with the freedom to decide where they should spend money on regeneration and around two-thirds (59%) that the Welsh Government keeps its request for information and supporting materials to a minimum. The funding has been made available under 13 different streams, often with different priorities and grant conditions, although since 2020 funding has been reorganised into a single fund ‘Transforming Towns’. The Welsh Government recognises there is more to do to streamline funding.

- 2.14 Many we interviewed and surveyed noted that the annual cycle of bidding does not support local authorities to tackle the more difficult and longstanding problems that would help transform their town centres. Funding is heavily focussed on capital and physical regeneration but often the challenge for local authorities is insufficient revenue to fund posts, especially town-centre management, marketing, data analysis, land assembly, and legal services to address problem buildings and land.
- 2.15 Despite significant levels of investment in recent years, its impact has been varied. Undeniably, improvements have taken place, but it has not helped to create more sustainable places. Those we interviewed acknowledged that too often the funding has focussed on a one-off major project or being allocated to street scene and public realm improvements. Undoubtedly these are important. But if they are not matched with comprehensive regeneration of other eyesore and derelict buildings and help tackle all empty land and premises then their overall benefit and impact are diminished.

### **Local authorities are the key agency in managing and regenerating town centres, but often struggle to create sustainable places**

- 2.16 The way that people shop has changed forever and large-scale re-modelling of many of our town centres is required if they are to survive and thrive in the 21st century. High streets and town centres need to be nurtured, and their regeneration planned and driven by a strategic approach. Whilst there are many stakeholders who have a role in regenerating town centres, local authorities are the key body.
- 2.17 They have a wide range of statutory powers that can determine the shape and environment of town centres: planning, transport, enforcement, town-centre management, trading standards, environmental health, licensing, housing, economic development and tourism, for example. Local authorities are accountable and have legitimacy to make decisions because members are elected to represent their local community and its people.

## **Most local authorities have prioritised town-centre regeneration, but plans often fall short of delivering the change needed to help create more sustainable places**

- 2.18 We found that the approach taken by local authorities to town-centre regeneration varies. Some have a single local-authority-wide strategy. Others specific town or town-centre plan(s). A number use their Wellbeing Plan to set their regeneration priorities working with the wider public sector partnership, whilst others draw on Place Plans<sup>25</sup> and the work of Business Improvement Districts (BIDs)<sup>26</sup>. The majority of council officers we surveyed noted that they have a strategy (86%) for town-centre regeneration with associated actions to deliver against (82%). Every local authority has a local development plan<sup>27</sup> in place, or being adopted, and these are critical to the successful regeneration of town centres.
- 2.19 Many plans quite rightly highlight the important contribution regeneration can make to sustainable development and the wellbeing of future generations, in particular physical regeneration where local authorities generally have a strong track record. Most senior officers we surveyed believe that their past regeneration work has improved buildings in town centres (96%); safeguarded the heritage of buildings and towns (91%); and created new homes and improved existing ones (85%).
- 2.20 However, senior officers and councillors acknowledge that local authorities have not created more wealth, increased employment, apprenticeships or benefitted residents economically. Neither has physical regeneration work contributed to improving health nor reducing poverty. Actions have consequently fallen short of creating both sustainable and multi-functional town centres that contribute to improving wellbeing. Priorities still focus heavily on the benefits of physical improvements and are less clear on the wider wellbeing gains that regeneration can deliver.

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25 Place Plans are a mechanism introduced by the Welsh Government for communities to engage creatively with the planning process and for planners to support in place-making initiatives with local people.

26 BIDs are where local businesses lead and work together with partners to form a group to invest money and make improvements to specific areas such as town centres, by providing additional services above what is already available. (See **Appendix 4.**)

27 The Local Development Plan sets out local planning policies and identifies how land is used, determining what will be built where. Adopted local plans provide the framework for development across Wales and are developed and managed by the local planning authority.

2.21 As noted above, rapid change is taking place in our town centres and the full impact of COVID-19 is yet to be felt. Priorities for action that appeared reasonable 18 months ago no longer reflect the changes that are taking place and the challenges now needing to be addressed. Plans are not always reflective of the changed environment facing town centres and are often geared to the problems besetting our high streets of three to five years ago, not as they are now. This is important and poses a significant problem. Some have taken the opportunity to refresh their regeneration plans. For example, Carmarthenshire County Council's Restart, Revive, Renew recovery strategy, developed in response to the economic impact of COVID-19, provides a good summary of the 'live' challenges facing towns in the county.

### **Local authorities often lack the skills and capacity to deliver the town-centre regeneration Wales needs**

2.22 The pandemic has laid bare the need for comprehensive regeneration to make Welsh towns sustainable places. But the impact of ten years of austerity and reductions in local government funding has seen a depletion in regeneration capacity and skills. Local authorities accept the loss of knowledge, experience and skills as staff leave is a major risk. Just over half of councillors (56%) recognise that they do not have enough skilled officers to deliver regeneration. Whilst there has been some new recruitment – the employment of a Town Centre Officer in Blaenau Gwent, for example – the overwhelming story from our research is one of a large reduction in capacity.

2.23 Staff dealing with regeneration are rarely dedicated to only undertaking this work, and usually manage a range of different and competing priorities. Local authorities rarely have a standalone regeneration function, and staff with a role in regeneration are often spread across different services and teams: planning, housing, land and property, legal, valuation, economic development, and leisure for example. This can reduce the opportunity for cohesive action and weakens accountability. Regeneration is also now more challenging and requires creativity and the application of a more diverse skill set. **Exhibit 8** summarises the key skills required to deliver town-centre regeneration that we have identified in the course of this review.

### Exhibit 8 – the key skills required to deliver town-centre regeneration

Local authorities need to have the right skills in place before, during and after town-centre regeneration.

<b>Before</b>		
Visioning skills	Land assembly	
Ambition	Project design	
Urban and Place Planning	Funding and financing	
Analysis and decision-making	Local employability development	
Legal expertise	Involvement and consensus building	
Use of enforcement powers and CPOs		
<b>During</b>		
Brokerage skills	Low carbon design and decarbonisation retro fit	
Developer negotiation	Communication and information	
Conflict resolution	Leadership	
Project management	Data collection	
Procurement		
Supply chain development		
Monitoring		
<b>After</b>		
Evaluation	Town Centre Management	
Reporting	Marketing	
Events management	Partnership working	
Dissemination of good practice	Data analysis	



2.24 Given this reduction in capacity, local authorities need to work more closely with a broad range of partners; the wider public sector, housing associations, the third sector, and Town and Community Councils, especially where their intervention might be of a smaller scale or plays to a specific set of skills and/or responsibilities. Regeneration also needs to be better integrated across policy agendas, public sector priorities and by more efficient cross-professional practice. City deals could help with some of this, but the City Deal staff we spoke to stressed that they are often focussed on 'macro' level regional economic development and regeneration issues, not 'micro' level town-centre regeneration, although the Cardiff Capital Region City Deal has identified town-centre regeneration on its forward work programme for 2022.




### **Local authorities are mostly not using their powers to enable town-centre regeneration**

- 2.25 Successful regeneration relies on local authorities involving the community, providing incentives for private developers to invest in the area, combined with effective use of enforcement powers. This balance of responsibilities promotes sustainable development whilst helping to ensure land and property owners keep their land or property in a suitable condition. Overall, local authorities are not providing these incentives or using the powers they have available to drive town-centre regeneration effectively and consistently.
- 2.26 Several powers already exist which enable councils to bring empty buildings or land back into use, clean up an area which causes an environmental health hazard, or force transfer of ownership of land or property through the use of a Compulsory Purchase Order (CPO). We found most of these powers are underutilised, and senior officers we interviewed acknowledged that there is a lot more for local authorities to do in using their wide-ranging powers to stimulate town-centre regeneration. Prohibitive factors include the cost and time involved in using these powers and, overall, officers we interviewed noted that the enforcement regime is neither agile nor effective at tackling problems. In March 2021, the Welsh Government published new guidance to help make the compulsory purchase process more understandable and transparent<sup>28</sup>.
- 2.27 Councillors are especially critical of how well local authorities are performing in this regard. Just over two-thirds note that their council has not created town-centre development and/or investment zones, and 77% say they have not introduced incentives for town-centre development. 72% of councillors believe that their council is not proactively using enforcement powers to bring empty buildings or land back into use, whilst the vast majority (83%) say they are not proactively using CPOs to stimulate re-use of vacant and underused sites and buildings in town centres.

- 2.28 The Welsh Government has organised training for local authority councillors and officers to help ‘demystify’ enforcement powers to stimulate their use and application. Many of these do not require expensive and protracted action and can achieve the desired impact through a staged approach. **Exhibit 9** below sets out the options available to local authorities. These range from softer low-key and inexpensive actions to more intrusive and potentially costly last resort decisions. All options need to be pursued and setting out your stall early can change and influence landlord behaviour. In addition, the Welsh Government has set aside £15.2 million under its Empty Properties Enforcement Fund which is available to local authorities to support them to take enforcement action. Local authorities are required to submit an action plan to the Welsh Government detailing the properties they wish to take action against and the estimated funds they need.
- 2.29 From our review, it is clear that councils need to be joined up internally with policy aligned to deliver the right impact. If services – planning, environmental health, housing, property, land and legal – are not integrated, then local authorities will struggle to address these problems. Leadership and intent are essential.

## Exhibit 9 – powers available to tackle empty properties

Local authorities have a wide range of powers available to help them tackle empty and derelict eyesore buildings to regenerate town centres.

Approach	Timescale	Potential actions
 <p>Advice and guidance</p>	0 months to 2 years	<ul style="list-style-type: none"> <li>• Advice to landlords on options for sale, rent and ownership</li> <li>• List of agents to help sell/rent</li> <li>• Discounted fees through Auctioneer Scheme</li> <li>• Identify and list potential Investors/ Developers</li> <li>• Use LA website to promote/advertise land/ buildings for owners</li> </ul>
 <p>Softer Options</p>	6 months to 2 years	<ul style="list-style-type: none"> <li>• List of approved Builders/Architects</li> <li>• Develop and provide for free composite Schedule of Works</li> <li>• Home Improvement Agency</li> <li>• Council-run Private Sector Leasing scheme</li> <li>• Social lettings scheme to match applicants to private rented homes</li> <li>• Public Request Ordering Proposals</li> <li>• Direct purchase by LA or RSL</li> <li>• LOTS and HARPS to create homes above shops</li> </ul>
 <p>Financial Assistance</p>	6 months to 2 years	<ul style="list-style-type: none"> <li>• Improvement grants linked to nominations to properties</li> <li>• Loans for improvement work (interest free or interest bearing)</li> <li>• Commercial lending advice</li> <li>• Discount VAT and/or Capital Allowance schemes</li> </ul>

Approach	Timescale	Potential actions
 <p>Threat of enforcement</p>	<p>2 years or more</p>	<ul style="list-style-type: none"> <li>• S.215 of the Town and Country Planning Act 1990</li> <li>• S.77-79 of the Building Act 1984 – dangerous structures, ruinous and dilapidated</li> <li>• Housing Acts 1985 and 2004 – improvement notices, EDMOs, demolition and clearance</li> <li>• S.79-80 of the Environmental Protection Act 1990 – statutory nuisance</li> <li>• S.4 of the Prevention of Damage by Pests Act 1949 – treat pests</li> <li>• S.29 Local Government (Miscellaneous Provisions) Act 1982 – boarding up</li> <li>• Listed Buildings/Urgent Works notice</li> <li>• Public Health Acts 1936 and 1961 – filthy and verminous</li> <li>• Naming and shaming landlords (publicity)</li> </ul>
 <p>Debt Recovery</p>	<p>2 years or more</p>	<ul style="list-style-type: none"> <li>• Council Tax, Statutory Debts or Business Rates debt recovery (Bankruptcy, charging orders or Bailiffs)</li> <li>• County Court or Enforced Sales Procedure</li> <li>• Council Tax Premiums on Long-term Empty and Second Homes</li> </ul>
 <p>Last Resort</p>	<p>2 years or more</p>	<ul style="list-style-type: none"> <li>• Prosecution</li> <li>• Compulsory Purchase Order</li> <li>• Empty Management Dwellings Order</li> <li>• Enforced Sales Procedure</li> <li>• Direct Purchase</li> </ul>

Source: Welsh Government enforcement training given to local authorities



## **Future: The challenge of regenerating town centres in the future**

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**03**

## Town centres can continue to play an important role at the heart of Welsh life, but local and national government need to drive an ambitious regeneration agenda to help create sustainable places

3.1 The pandemic has increased pressure on high street businesses already struggling, and store vacancy rates are expected to continue rise. However, opinions vary about the extent to which the pandemic will lead to long-term change in town centres. Some point to evidence of new trends towards localised shopping and resilient independent stores as a cause for optimism. Others that the decline of recent years will accelerate as we tackle the fallout of the pandemic. Clearly, there are challenges that need to be addressed. But there are also opportunities to exploit.

## The Welsh Government has prioritised regeneration of town centres in the recovery from the pandemic, but needs to ensure the town-centre-first approach is central to its wider policy agenda

3.2 The Welsh Government published COVID-19 Reconstruction: Challenges and Priorities in October 2020<sup>29</sup>. The plan has eight short-term priorities one of which (**Priority 4**) is town-centre regeneration. The Welsh Government has set out a series of actions to help address the steady decline of town centres and the impact of the pandemic. These include:

- a new 'Strategic Sites Acquisition Fund' to enable local authorities to acquire land and/or high street premises to revitalise town centres;
- delivering a 'Town Centre First' agenda, prioritising integrated health and social care hubs in town centres;
- launching a dedicated fund to create additional facilities on high streets, to help revitalise town centres;
- providing better access to open spaces;
- creating remote working hubs; and
- making sure public services are more accessible.

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<sup>29</sup> Welsh Government, [COVID-19 Reconstruction: Challenges and Priorities](#), October 2020

- 3.3 Town-centre regeneration remains a longstanding Welsh Government objective and has been reconfirmed as such in the recently published Programme for Government<sup>30</sup>. As noted earlier, much money has been set aside to support regeneration work under various initiatives in recent years. The Welsh Government's policy team for overseeing regeneration activity has, however, changed over this period, and local authorities are positive about their work and support. Many commented favourably on the support provided by the Welsh Government to local authorities to upskill and make better use of enforcement and legal powers to tackle longstanding blighted properties in town centres. Similarly, the more consultative and pragmatic approach to project development and sign-off was cited as evidence of improving responsiveness.
- 3.4 Key to the Welsh Government's regeneration work is its 'Town Centres First' approach, which looks to put the health of town centres at the heart of the decisions taken by the Welsh Government, local authorities, the wider public sector, businesses and communities. For example, encouraging the public sector to support towns by locating offices, facilities and services within them in order to drive footfall and create or sustain vibrancy. The approach therefore seeks to deliver the best local outcomes by aligning and integrating policies and resources to prioritise town centres.
- 3.5 Recent Welsh Government planning policy supports this direction of travel. For instance, **Planning Policy Wales – Edition 11**<sup>31</sup> has extensive content on the Welsh Government's vision for town centres, the assessments and tests that must be used to determine where retail and commercial development should go, and the town-centre focussed policies local authorities must work to implement. Similarly, **Update to Future Wales – The National Plan 2040**<sup>32</sup> includes a very strong town-centre-first policy approach.
- 3.6 This is a very ambitious agenda as it requires a high degree of integration between cross-cutting policy frameworks and decision making to promote town centres above much else. The challenge for Welsh Government is to ensure that all parts of their policy, funding and decision-making system are in sync and helping to deliver this ambition.
- 3.7 The Welsh Government is, however, only one of many players in this process and cannot create sustainable town centres without others playing their role, in particular local authorities and other public bodies. However, local authorities often lack capacity and skills to do everything and depend on others to get involved. But public sector partners are not joined up and integrated with local authorities and actively contributing to the town-centres-first agenda.

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30 Welsh Government, [Programme for Government 2021-2026](#), June 2021

31 Welsh Government, [Planning Policy Wales: Edition 11](#), February 2021

32 Welsh Government, [Future Wales: The National Plan 2040](#), February 2021

3.8 We have seen many examples of public bodies reducing their town-centre presence, moving more services online and to the periphery of towns. For instance, North Wales Police’s relocation of its Wrexham town-centre police station at Bodhyfryd to a new facility in Llay on the outskirts of the town in 2019. These are often done for valid reasons – better cost, better quality and better environmental impact. But they can also work against the town-centre-first agenda. The Welsh Government needs to get this policy framework right with buy-in from all key partners to enable ‘town centres first’ to work in practice.

**Many of the problems facing town centres can be addressed, but it requires national and local government to deliver integrated solutions and make brave decisions**

3.9 Retail remains important, but it is not the main purpose of town centres in the 21st century and needs to be replaced with other activities. This oversupply of retail is mostly being managed haphazardly in town centres and primarily as a result of company failures, shop closures, loss of anchor institutions, public sector relocation and changing shopper habits. Many of these decisions are commercial ones driven by profit and risk. Local authorities need to be receptive to these market trends and accept that town centres are changing and plan to help manage this shift. From our research, to help create sustainable town places requires local authorities to apply the four ‘I’s – **Exhibit 10**.

**Exhibit 10: the four ‘I’s of town-centre regeneration**



Source: Audit Wales



# Intention

**Local authorities need to be clear on the purpose of their town centres and provide honest, strong and dynamic leadership to address the challenges they face**

- 3.10 Local authorities know their towns and are crucial in leading, planning and implementing change to address the problems they face. As we have seen in earlier sections of this report, local authorities control key levers that can help create sustainable places. They have the legal powers to facilitate change, they have access to resources and have policy ‘infrastructure’ to draw on to deliver improvement. Importantly, they are also community leaders.
- 3.11 Local authorities need to therefore have a clear vision for the future of their town centres backed up by a plan for change. Importantly, they need to clearly set out their ambitions for their towns and show drive and direction. If local authorities are not committed to improving town centres, pledging resources and leading regeneration then it is hard to justify why others – businesses, social enterprises and public sector partners – should invest time, effort and money in doing so. Ambition encourages involvement, which leads to ideas which can attract funding. With so much uncertainty, now is the time to be bold and ambitious and to do different things and things differently.
- 3.12 The needs of towns are different and will therefore require different solutions. Local authorities need to ensure they have the right information to be able to identify the responses needed. It is clear that there is no ‘one-size-fits-all’ solution. Every town has to play to its local strengths and develop specific plans that reflect its unique situation. For those towns facing the greatest challenges, it is difficult to see successful regeneration happening without strong local authority involvement to steer activity, but also in use of powers from assembly of sites to assistance in funding.
- 3.13 However, local authorities need to also look at their area as a whole when prioritising regeneration and consider the interdependency of towns. As we have seen above, towns in Wales are co-dependent and serve different purposes. Regenerating independent places is more likely to make a greater economic and social impact than investing in dependent places. Towns with greater levels of independence provide core services for others and for scalability are a more attractive prospect for investment. And, with the advent of greater joint working through the creation of Corporate Joint Committees<sup>33</sup> there will be opportunities to strengthen regional strategic development planning, transport planning and promoting the economic wellbeing of areas.

- 3.14 High streets are getting smaller, shrinking into a central core, and local authorities need to be honest and open about this. Whilst retail should still be a focus, property must provide retailers with stores they need today, not 30 years ago. Smaller, more flexible units at ground floor level, with shorter leases – or even pop-up shops. Peripheral areas, where there is an excess of empty shops, must be restructured to enable their redevelopment for alternative uses – housing, community, recreation and leisure – to help deliver a more compact and sustainable high street.
- 3.15 Local authorities need to consider not only how town centres generate economic benefits, but also how they can help improve the health and wellbeing of people and enhance the local environment. With less demand for physical retail, local authorities need to consider alternative uses such as more housing, focussing on the heritage of their towns by encouraging new arts, cultural and leisure services and widening out the community and public realm benefits. Focussing on green and blue infrastructure – creating parks, open spaces, playing fields, woodlands, street trees, allotments, green roofs and walls and sustainable drainage systems – is an obvious area for growth.
- 3.16 Local authority senior officers and councillors we surveyed noted that the traditional decision-making model for overseeing regeneration is neither agile nor streamlined enough to keep pace with this rapidly changing world. Plans need to therefore be dynamic ‘living’ entities; developed and managed flexibly; subject to rigorous and regular evaluation; and adjusted to address problems in the moment not of the past. Based on our review, these are all areas where the success and impact of past approaches to regeneration often fall short.

## Involvement

**Local authorities are well-placed to prioritise and lead on place planning, but communities and businesses need to be fully involved**

- 3.17 High streets and town centres are at the heart of the community, but without communities being involved, regeneration will go nowhere. Ultimately, people make the high street. Local authorities need to tap into local communities to find out what they want from their town centres and involve them in determining how empty retail space is used.

- 3.18 Historically, this has been a challenge. Our survey of senior officers, councillors and businesses found that councillors and the Welsh Government have more influence on local regeneration than any other stakeholder. Housing associations and public sector partners play an important role and also have greater influence than town and community councils and the third sector. However, residents – the people who live in our towns – were uniformly seen as having little or no influence over regeneration. Where it happens, it usually takes the form of consulting on established priorities and falls well short of people helping to identify, shape and agree solutions. This is a major failing.
- 3.19 Many citizens responding to our survey show a high degree of realism, acknowledging that towns change and do not stay the same. Regeneration is seen positively as something leading to improvement and not to be shied away from. They are stakeholders – the key stakeholders – but are often on the periphery of discussions and decisions. Without people owning regeneration plans then they are not going to succeed.
- 3.20 Community involvement in regeneration can come in many forms. Two of the more successful involvement initiatives have been the use of Place Plans, introduced under the Planning (Wales) Act 2015, and Business Improvement Districts (BIDs):
- **Place Plans:** Traditionally, planning authorities will consult with the local community as part of the approval process for an individual application. Place planning is a much more inclusive and longer-term process, capitalising on existing community resources to generate ideas and turn these into local priorities. With a good place plan, local authorities have an ongoing forum to test regeneration proposals, long before decisions are made, and ensure any proposals reflect the needs and wants of the local community.
  - **Business Improvement Districts:** A BID is where local businesses lead and work together with partners to form a group to invest money and make improvements to a specific area such as town centres, by providing additional services above what is already available. BIDs can also be thematic, such as supporting the digital sector. A BID is set up through a legal ballot process – all businesses that pay business rates within the area, vote for or against a proposal document that sets out project activities and its aim to drive local economic regeneration of the specific area. If a vote is successful, all businesses will pay an extra amount referred to as a ‘levy’ on top of their business rates. The levy is then used to fund the projects in the proposal document. BIDs can be set up to run for up to five years and must then re-ballot.

3.21 Both of these approaches enable local communities to be more involved in the local planning decision-making process and we found some good approaches. For instance, the positive work of the Love Treorchy BID<sup>34</sup>, the Place Plan developed by Newtown and Llanllwchairan Town Council<sup>35</sup> and the work of the Altrincham Landlords Forum<sup>36</sup>. These are all good examples of how an involved community can shape regeneration, building on the goodwill of local citizens and businesses to enhance their local area.

## Informed

### **Local authorities need to value and use data to better understand their town centres and the impact of past regeneration projects to determine future priorities**

3.22 Officers we interviewed acknowledge that they lack key information and data to help them understand the dynamics of the ‘market’ in their town centres. Footfall and empty properties are the most frequently cited and used metrics, but these tell you nothing of the impact of visitors to town centres – how much they spend, how often they return and why – nor retail profit margins and rental values. Data where it exists is focused on individual towns. Understanding the catchment demographics and shopping patterns for towns, and their regional interconnectedness, is weak. Local authorities have a key part to play in strengthening the quality and scope of data and would benefit from forging stronger partnerships with data specialists.

3.23 Digital data offers insight on travel movements, parking, mobile phone activity, social media interaction and Wi-Fi usage, and can provide cost-effective insights about the changing use of town centres. However, the collection and use of digital data as a way of increasing understanding, targeting, marketing and monitoring change do not figure strongly in many town-centre action plans we reviewed. Overall, we found that national and regional research that can help shape public sector and business strategies on town centres are widely available, but often not used<sup>37</sup>.

34 [lovetreorchy.co.uk](http://lovetreorchy.co.uk)

35 Newtown Town Council, [Newtown and Llanllwchaiarn Place Plan](#)

36 [Altrincham Forward Newsletter February 2013](#)

37 There is a wide range of useful data that can be drawn on including [Understanding Welsh Places](#), [CoStar](#), [Centre for Retail Research](#), [Centre for Cities](#) and [Centre for Towns](#) to name a few.

- 3.24 Evaluating past regeneration schemes is a powerful improvement mechanism. Specifically in the context of regenerating town centres, evaluating what works and what does not is essential learning for the future. It provides good evidence for impending funding bids, informs policy development and enables an authority to understand the impact of regeneration on key targets and outcomes. Evaluation is at the heart of accountability and enables an assessment of whether the targeting of resources and interventions are value for money.
- 3.25 Overwhelmingly, our interviews and surveys found that local authorities do not fully evaluate their management and delivery of past regeneration programmes to help shape new plans. This is partly a reflection of inadequate information to judge regeneration in the round, and partly a result of reduced capacity. Irrespective, it also highlights poor use of resources. Since 2014, nearly £900 million has been invested or levered in to regenerating town centres, but it has fallen short in helping to create sustainable places. There is an imperative to therefore use what investment there is to best effect. More thought (and resource) needs to be given to learning and evaluation within local authorities to maximise the benefits of this investment.

## Intervention

### **The changing face of town centres requires local authorities to become more interventionist**

- 3.26 A lot of the actions needed to help create sustainable town centres cannot happen without some form of local authority intervention. However, local authorities have to involve citizens, local businesses and landlords to create a vision for their town, building trust and only then use their powers as leverage to intervene. In many cases, the combined threat of enforcement, along with the chance to be part of a strong vision can result in landlords and landowners voluntarily making changes required without the need for any formal action. From our research we have seen good examples of how local authorities are leading and intervening to create positive change – **Exhibit 11**.

## Exhibit 11: local authorities need to become more interventionist to help create sustainable town centres

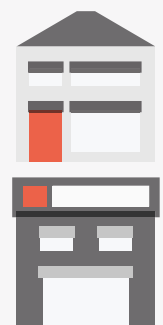
### Working more closely with partners to address problems of fragmented ownership and confronting this issue head on.

If landlords believe in your vision, the choice for them is obvious. The impact of Trafford Council's public realm transformation project and strategy for Altrincham enabled the council to tackle the complex problem of ownership and bring about positive change on the ground creating a more vibrant and diverse town centre. The council recognised that they had to lead and to take a whole town-centre approach facing the difficult issues head on if they were going to succeed.



### Becoming adept at land acquisition and assembly through better and more consistent use of enforcement powers, both compulsory and voluntary purchase powers.

Enforcement can be very effective as a threat without necessarily having to see it through, when used alongside a clear vision and strong ambitions for the future. Stockton-on-Tees has suffered a similar fate to countless high streets up and down Wales. Stockton Council has met this challenge head on acquiring the rundown Castlegate shopping centre, hotel and multistorey carpark and plans to replace it with a riverside park, part of its longer-term vision of creating a stronger leisure and recreation focus in the town centre. Refocussing the town centre around the river to reconnect with the town's heritage is key and supports the council's green infrastructure agenda.



**Creating the correct regulatory context by integrating land use planning and urban regeneration policy with more flexibility in planning to allow a broader range of uses to tackle empty retail and rundown buildings.**

Mixed space hubs have been successful. The more successful spaces have a mixture of redevelopment, new development, start-ups, independent businesses and arts/heritage projects, all managed by the local community. For instance, the Midsteeples Quarter, Dumfries, a community benefit society redeveloping empty High Street properties to create a new neighbourhood with a mix of uses built on principles of local prosperity and wellbeing. Key to its success has been flexibility from the local authority in how it applies its land use planning and development control responsibilities to encourage urban renewal.



Source: Audit Wales



# Appendices

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- 1 Audit Methodology**
- 2 The number of towns, villages and communities in Wales with more than 2,000 residents in each local authority**
- 3 Welsh Government funding to local authorities in 2020-21 for town-centre regeneration**
- 4 Business Improvement Districts**



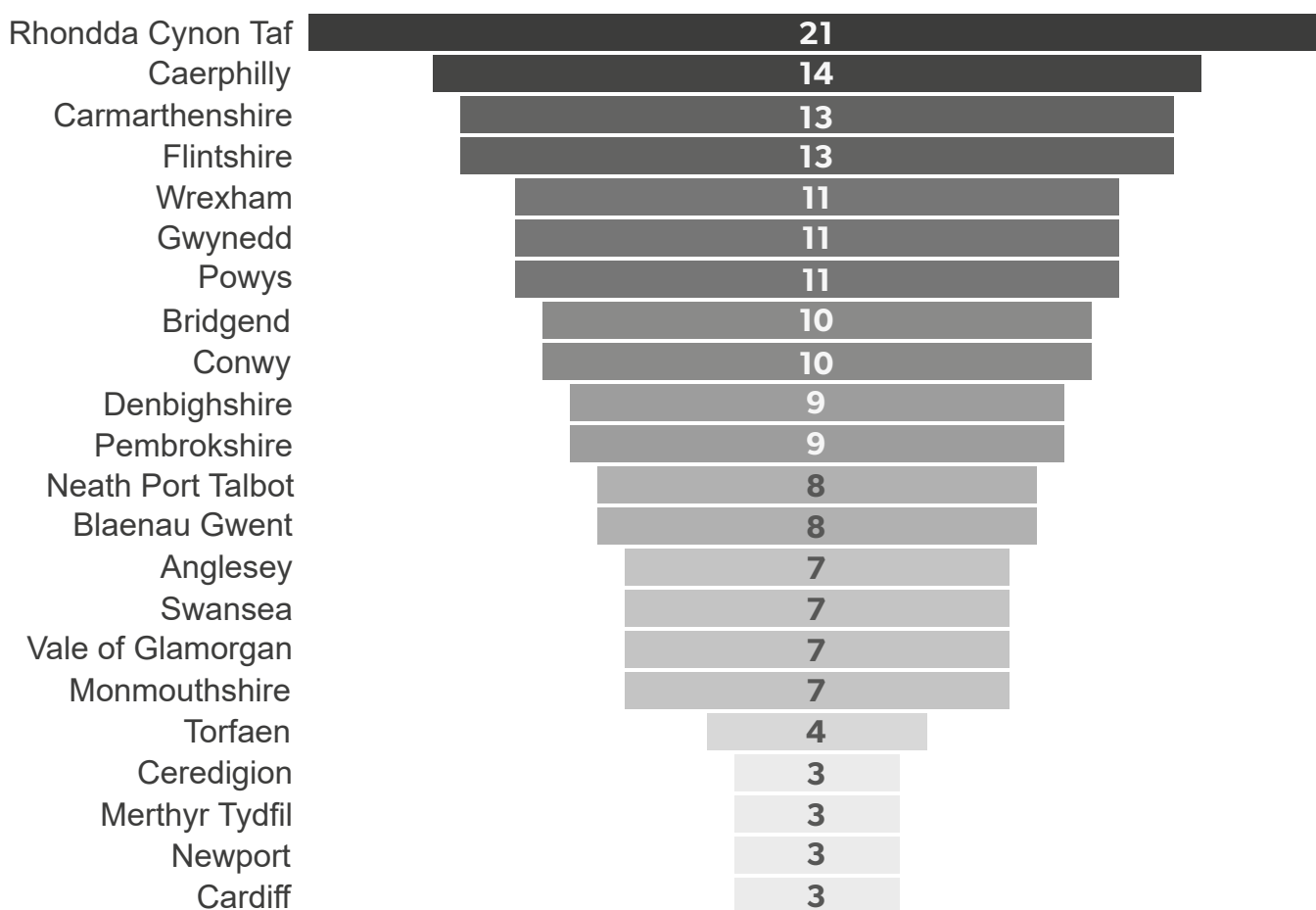
# 1 Audit Methodology

We completed our review between October 2020 and May 2021. We used a range of methods:

- **document review:** we reviewed national strategy, guidance, Welsh Government announcements and update reports, local authority plans, local and national performance reporting.
- **interviews:** we interviewed every local authority regeneration lead officer, members of staff of the Welsh Government's regeneration team, a range of representative local, regional and national organisations including the Institute of Welsh Affairs, staff of several universities, One Voice Wales, Community Housing Cymru and the Bevan Foundation for example.
- **focus groups:** we held three focus groups with elected members from across Wales to discuss their town centres.
- **data analysis:** we reviewed available data on town centres in Wales and drew on the work of Understanding Welsh Places, the Office for National Statistics and others.
- **surveys:** we ran four surveys with citizens, town-centre businesses, councillors (both principal and town and community) and local authority regeneration leads. The citizen and business surveys were provided online and supported by a series of social media campaigns to generate interest. A total of 1,984 citizens completed our survey and 442 businesses. We received 228 responses from councillors and 20 of the 22 councils completed the senior officer survey.
- **webinar:** we held a webinar to discuss our emerging conclusions in May 2021 and had attendance from over 160 people.

## 2 The number of towns, villages and communities in Wales with more than 2,000 residents in each local authority

See our [data tool](#) for the full information.



Source: Wales Institute of Social and Economic Research and Data/  
 Institute of Welsh Affairs, [Understanding Welsh Places](#), December 2020.  
 release. Analysis by Audit Wales

### 3 Welsh Government funding to local authorities in 2020-21 for town-centre regeneration

Council	Allocation
Swansea	£13,685,106
Newport	£9,519,515
Neath Port Talbot	£7,651,128
Wrexham	£7,320,131
Powys	£6,756,572
Blaenau Gwent	£6,226,708
Caerphilly	£6,167,264
Gwynedd	£5,906,725
Pembrokeshire	£5,471,983
Denbighshire	£4,805,649
Merthyr Tydfil	£4,665,766
Cardiff	£4,210,229
Isle of Anglesey	£4,067,000
Rhondda Cynon Taf	£3,623,725
Conwy	£3,147,125
Carmarthenshire	£3,116,103

<b>Council</b>	<b>Allocation</b>
Ceredigion	£2,807,136
Vale of Glamorgan	£2,067,500
Bridgend	£1,981,305
Flintshire	£1,965,309
Monmouthshire	£1,422,000
Torfaen	£1,000,025
<b>TOTAL</b>	<b>£107,584,004</b>

Source: Welsh Government

## 4 Business Improvement Districts

There are 18 BIDs in Wales.

Operating	Feasibility Stage	Terminated 2021
Aberdare	Newtown	Neath
Aberystwyth	Wrexham	
Bangor		
Caernarfon		
Cardiff		
Carmarthen		
Ebbw Vale (industrial BID)		
Llanelli		
Merthyr Tydfil		
Newport		
Pontypridd		
Port Talbot		
Rhyl		
Swansea		
Treorchy		



Audit Wales

24 Cathedral Road

Cardiff

CF11 9LJ

Tel: 029 2032 0500

Fax: 029 2032 0600

Textphone: 029 2032 0660

We welcome telephone calls in  
Welsh and English.

E-mail: [info@audit.wales](mailto:info@audit.wales)

Website: [www.audit.wales](http://www.audit.wales)

**Action Plan – Regenerating Town Centres (Sept 21)**

<b>Ref</b>	<b>Recommendations</b>	<b>Council action planned in response to the recommendations issued by Audit Wales</b>	<b>Target date for completion of action</b>	<b>Monitoring arrangements</b>	<b>Responsible officer</b>
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## Action Plan – Regenerating Town Centres (Sept 21)

R4	<p>The Welsh Government has provided all 22 local authorities with training on how best to use existing enforcement, financial assistance and debt recovery powers, but they are not being consistently nor effectively utilised to support regeneration. We recommend that local authorities take appropriate action, using these existing powers and resources available to achieve the best possible outcome for town centres by:</p> <ul style="list-style-type: none"> <li>• using alternative methods of enforcement before using Compulsory Purchase Orders as a last resort;</li> <li>• integrating enforcement strategies with wider departmental strategies across housing, environmental health, planning and regeneration teams to make more effective use of existing skills and resources; and</li> <li>• ensuring there is capacity and the right expertise to use the full range of powers, working in collaboration with other councils to achieve good outcomes</li> </ul>	<p><b>Officers from the Regeneration and Environmental Health Departments have met several times on site and virtually with Welsh Government officers and in particular, their specialist consultant on this matter, Andrew Lavender.</b></p> <p><b>We are currently considering various options and strategies, and have identified areas of focus for this work, including Neath Road, Briton Ferry. Although in an early stage, officers are currently compiling information around ownership via the Land Registry, and will then be looking to engage in a positive and constructive manner with the various owners.</b></p> <p><b>We will be supplementing this work by encouraging</b></p>	Ongoing	<p><b>Officers will duly monitor progress on a periodic basis in order to assess effectiveness and outcomes, and report back to Council.</b></p>	<p><b>Andrew Collins and Celvin Davies</b></p>
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Action Plan – Regenerating Town Centres (Sept 21)

		<p>owners of properties to utilise Council grants such as the Commercial Property Grant and Welsh Government Place Making grants in order to improve the physical appearance, and use of their properties. We are also currently directly engaging with property owners with a view to acquiring their properties in certain circumstances, with the use of Welsh Government funding, in order that the street-scene can be improved.</p>			
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## Action Plan – Regenerating Town Centres (Sept 21)

Ref	Recommendations	Council action planned in response to the recommendations issued by Audit Wales	Target date for completion of actions	Monitoring arrangements	Responsible officer
R6	Town centres are changing, and local authorities need to be receptive to these changes and plan to manage these shifts. We recommend that local authorities use our regeneration tool to self-assess their current approaches to identify where they need to improve their work on town-centre regeneration	<b>This tool will assist us going forward in planning the Regeneration of our town centres. It will also complement the work that has been undertaken to date such as the Council's Economic Recovery Plan and forthcoming Regeneration Strategy. We will utilise this tool when considering our Levelling Up Funding applications and the forthcoming Shared Prosperity Fund. We will also be directing our consultants, The Urbanists, towards this tool in undertaking their ongoing commissioned strategic assessment of our secondary and tertiary town centres.</b>	As above	As above	As above

## NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

### Regeneration and Sustainable Development Cabinet

11 March 2022

#### Report of the Head of Legal and Democratic Services – Mr Craig Griffiths

#### Matter for Decision

#### Wards Affected:

Bryncoch South

#### Proposed Extinguishment Order for the spur or north south section of footpath No.4 running to the rear of the houses of Brookfield, Wauinceirch, in the Community of Blaenhonddan

#### Purpose of the Report

To decide whether to make an order to remove that section of path which has obstructed by the housing development at Wauinceirch since the 1960's. This report is intended to deal with the grounds for making an extinguishment order under the Highways Act 1980 given the section of path concerned passes through eleven properties and has been closed to the public from the 1960's.

#### Background

This is a long outstanding issue, in that the Definitive Map and Statement includes the public path, A-B shown on the attached plan at Appendix 2, as passing through a number of houses and / or their gardens. This path was not diverted or extinguished at the time consent was granted for the housing development. Accordingly, consideration must now be given to an extinguishment order

#### Grounds for making an Extinguishment Order under section 118 Highways Act 1980.

The first test is that the Council has to be satisfied that it is expedient that the length of path shown A-B, and being 450 metres, should be stopped up on the basis that the path is not needed for use.

Evidently, the path cannot be used due to the housing development rendering the path inaccessible. However one of the grounds for deciding that a public path is not needed for use is that there are suitable alternative in place. In this respect, there is a short section of footpath no 4 shown as A-C shown on the attached plan which provides a connection to the footway along Brookfield itself which is shown C-B. This alternative A-C-B being 515 metres in length

Another longer alternative route would be to utilise the existing stone-based path that runs approximately parallel to Brookfield shown D-E-F shown on the attached plan that terminates at Heol Glynderwen. From here it is possible to cross the field via G-

H-I to enter the cul de sac of Mill Race which would eventually enable the public to walk to the original termination point at point B. These routes are in existence but have not been registered as public rights of way. They are permissive paths, which lie on land owned by this Council. The total distance using these two alternative routes and the estate roads is 716 metres. The companion report sets out the grounds for making a creation order to recognise these alternative routes as public rights of way.

It is not possible to create a path directly from E-H due to a copse of trees and so the only viable way of providing an alternative is to offer the public these two paths.

The second test concerns whether or not having made the order, the Council can justify confirming that order. It has to have regard to the extent to which the path is likely to be used; having regard to the effect the extinguishment of the path would have on the land served by the path. In addition, consideration should be given as to whether compensation would be due to anyone who would be disadvantaged by the loss of the public path. In this respect, the path is no longer available and the confirmation of the order would not adversely affect anyone who occupies or owns the land over which it crosses. It would be to the benefit of those eleven houses, which have been built on the path, to have its legal status removed. Therefore, this second test can be satisfied. Consequently, it is not envisaged that anyone would be able to claim compensation for the loss of this path.

The Council should also take account of any relevant policies contained in its Rights of Way Improvement Plan. In this regard, section 6.0.4 states "Progress has been made in processing legal orders with the number of outstanding legal orders greatly reduced. The need to deal with these remains, with issues to do with historic anomalies on PROW that are shown going through housing estates becoming increasingly prevalent over the last few years"

The extinguishment order would remove a path that was lost when the housing development was completed. Therefore, this section of footpath no 4 has lost its original purpose.

### Conclusion

It is considered the making of this order will resolve an outstanding issue and the existing alternative via the footway of Brookfield namely A-C-B does provide a suitable alternative. Secondly formalising the creation of a second alternative via the rear of Brookfield D-E-F and G-H-I whilst longer, does retain part of the character of the original path where it passes to the rear of the properties of Brookfield and offers another means of reaching the destination located at point B.

### **Financial Impacts**

There are no financial implications with this report.

### **Integrated Impact Assessment**

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulation 2015, the Well Being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016. The first stage assessment has indicated that a more in-depth assessment is not required.

### **Valleys Communities Impacts**

There are no valley community impacts associated with this report.

### **Workforce Impacts**

There are no workforce impacts associated with this report.

### **Legal Impacts**

Whilst the recommendations are not discharging a duty under the Highways Act 1980, this Council has the discretion to do so if it deems that the order is expedient and can be justified. The relevant tests have been set out above.

### **Risk Management Impacts**

The section of path under consideration has been obstructed since the 1960's. It is no longer needed due to the alternatives available and so it is necessary to make every effort to resolve this matter particularly for the convenience of those whose houses have been built over the path.

### **Consultation**

Prior to this report a standard list of organisations were consulted such as the Ramblers Association, their local representative, the Byways and Bridleways Trust, the Community Council the Local Member, this Council's own Estates section and also those persons whose houses are affected by the existing public path.

### **Recommendations**

It is recommended that having due regard to the Integrated Impact Screening Assessment that a public path Extinguishment Order is made pursuant to Section 118 of the Highways Act 1980 in respect of the route shown A-B shown on the attached plan at Appendix 2. In the event that no objections are received to the order then this order also be confirmed as unopposed.

### **Reasons for Proposed Decision**

That the current proposal be implemented for the following reasons (1) there is a need to resolve the depiction of a public path running through houses when a suitable alternative exists and (2) that due to the existence of the estate roads within the housing development and the suggested creation order for the paths over the land under this Council's ownership, provides the grounds for extinguishing the path A-B.

## **Implementation of Decision**

The decision is proposed for implementation after the three-day call in period.

## **Appendices**

Appendix 1 Integrated Impact Screening Assessment

Appendix 2 Plan Footpath No.4 Blaenhonddan

## **List of Background Papers**

None.

## **Officer Contact:**

Mr Michael Shaw

Principal Solicitor Litigation

Email: [m.shaw@npt.gov.uk](mailto:m.shaw@npt.gov.uk)

## Impact Assessment - First Stage

### 1. Details of the initiative

<b>Initiative description and summary: To assess and evaluate the proposal to extinguish part of public footpath no 4 at Brookfield in the Community of Blaenhonddan.</b>
<b>Service Area: Legal and Democratic Services</b>
<b>Directorate: Chief Executives</b>

### 2. Does the initiative affect:

	Yes	No
Service users	x	
Staff		x
Wider community	x	
Internal administrative process only	x	

### 3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age		x				The effect of the proposed order would be to remove the path from passing through a number of houses. It has no impact of this protected characteristic.
Disability		x				The effect of the proposed order would be to remove the path from passing through a

						number of properties. It has no impact on this protected characteristic.
Gender Reassignment		x				The effect of the proposed order would be to remove the path from passing through a number of properties. It has no impact on this protected characteristic.
Marriage/Civil Partnership		x				The effect of this proposed order would be to remove a path from passing through a number of properties. However, it has no impact on this protected characteristic.
Pregnancy/Maternity		x				The effect of this proposed order would be to remove the path from passing through a number of properties. However, it has no impact on this protected characteristic.
Race		x				The effect of this proposed order would be to remove the path from passing through a number of properties. However, it has no impact on this protected characteristic.
Religion/Belief		x				The effect of this proposed order would be to remove the path from passing through a number of properties. However, it has no impact on this protected characteristic.
Sex		x				The effect of this proposed order would be to remove the path from passing through a number of properties. However, it has no impact on this protected characteristic.
Sexual orientation		x				The effect of this proposed order would be to remove the path from passing through a number of properties. However, it has no impact on this protected characteristic.

**4. Does the initiative impact on:**



	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		x				The proposal does not affect the ability for using the Welsh Language as it relates to access rights
Treating the Welsh language no less favourably than English		x				The proposal does not affect the ability for using the Welsh Language as it relates to access rights

**5. Does the initiative impact on biodiversity:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		x				The proposal has no effect on biodiversity given it is concerned with removing the legal status of a public path
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		x				The proposal has no effect on biodiversity given it is concerned with removing the legal status of a public path.

**6. Does the initiative embrace the sustainable development principle (5 ways of working):**

	Yes	No	Details
<b>Long term</b> - how the initiative supports the long term well-being of people	x		The initiative supports the long term wellbeing of people by ensuring that public path orders are correctly introduced and implemented only when they can be justified and that resources are appropriately used in the provision of legal services to the Council and therefore the wider community.
<b>Integration</b> - how the initiative impacts upon our wellbeing objectives	x		The initiative will further allow the focusing of existing human and financial resources upon the 3 wellbeing objectives by ensuring that public path orders are correctly introduced and implemented only when they can be justified and that resources are appropriately used in assessing and evaluating them.
<b>Involvement</b> - how people have been involved in developing the initiative	x		The initiative builds upon the consultation and evidence gathering with all the stakeholders concerned, before coming to a recommendation.
<b>Collaboration</b> - how we have worked with other services/organisations to find shared sustainable solutions	x		This Authority has ensured all those who have an interest in this initiative have been given an opportunity to provide their views and any evidence they considered relevant.
<b>Prevention</b> - how the initiative will prevent problems occurring or getting worse	x		This initiative will reconcile the long term problem inherited by this Council as a result of the path not being accommodated when consent was granted for the housing development at Brookfield.

**7. Declaration - based on above assessment (tick as appropriate):**

A full impact assessment (second stage) <b>is not</b> required	X
Reasons for this conclusion	

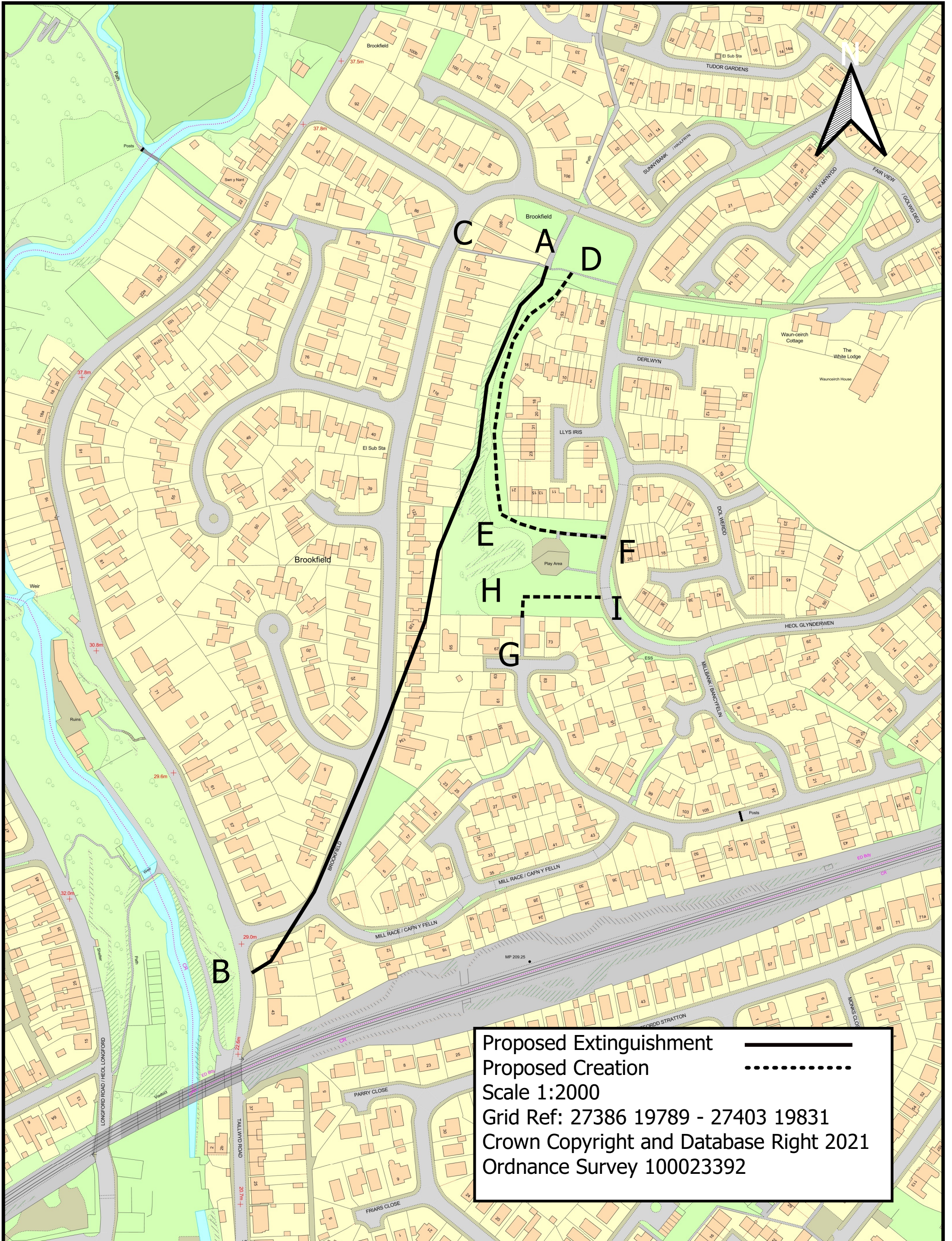
Based upon the above assessment a second stage impact assessment is not required as the initiative does not negatively impact on any of the protected characteristics, or the Welsh Language, or biodiversity and embraces the sustainable development principle. The report is resolving a long outstanding issue by giving effect to the loss of the path from the time the houses were built across the path.

	<b>Name</b>	<b>Position</b>	<b>Date</b>
Completed by	<b>Michael Shaw</b>	<b>Principal Solicitor-Litigation</b>	<b>20/01/22</b>
Signed off by	<b>Craig Griffiths</b>	<b>Head of Legal and Democratic Services</b>	<b>25/01/22</b>

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# Footpath 4 Blaenhonddan





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## NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

### Regeneration and Sustainable Development Cabinet

11 March 2022

#### Report of the Head of Legal and Democratic Services – Mr Craig Griffiths

#### Matter for Decision

#### Wards Affected:

Bryncoch South

#### Proposed Creation Order at the rear of Brookfield, for a public footpath from Footpath no 4 to Heol Glynderwen and from Heol Glynderwen to Cafn Y Felln, Wauncerich – Community of Blaenhonddan

#### Purpose of the Report

To decide whether to make a Creation Order for two public path orders to provide an alternative means of access to the loss of the spur of footpath no4. This report considers the grounds for making a Footpath Creation Order, in part to regularise existing access and to provide another alternative means of access for the loss of footpath no4, which was affected by the housing development.

#### Background

The spur of footpath no 4 shown as A-B on the attached plan at Appendix 2, was lost once the houses along Brookfield were built. According to this Council's records, this was prior to the early 1970's. The land to the rear of these houses is under the ownership of this Council, which also contains a small children's playground. A section of path was created initially running approximately parallel to the former path, shown D-E although the path was not continued south to provide a more direct alternative, due to further housing that is now situated at Cafn Y Felln. As a result, the path was extended east to join Heol Glynderwen shown E-F. In addition a small link was made available from the field into the cul de sac of Cafn y Felln shown at point I although no path was set out, via G-H-I.

#### Possible Solution

This informal but permissive path D-E-F is not registered as a public right of way nor is there any formal access via the route G-H-I. Given the loss of the path A-B, it is considered preferable to formalise these two extra routes particularly as they were set out by this Council for public use.

#### Grounds for a Creation Order under section 26 of the Highways Act 1980.

This Council needs to be satisfied there is a need for the footpath and has to take account of the extent to which the path would add to the convenience and enjoyment

of a substantial section of the public or to the convenience of the residents in the area.

The path D-E-F is stone based, in use and also provides access to the small playground. The route G-H-I has been identified as a means of reaching the cul de sac referred to which it is considered would provide a convenient additional means of access for the people living in the area. To a certain extent, both these paths would also make up for the loss of footpath no 4.

In deciding whether to confirm an order, the Council should also take account of any material provision of its Rights of Way Improvement Plan. The most relevant objective in the Rights of Way Improvement Plan under the 'Statement of Action' is 'Objective 4' which states that public rights of way should meet the needs of users, now and for the future.

### Conclusion

It is considered the making of this order will assist in providing part of a solution to the loss of footpath no 4 and also regularise the existing access across land under this Council's ownership.

### **Financial Impacts**

There are no financial implications with this report.

### **Integrated Impact Assessment**

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulation 2015, the Well Being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016). The first stage assessment has indicated that a more in-depth assessment is not required.

### **Valleys Communities Impacts**

There are no valley community impacts associated with this report.

### **Workforce Impacts**

There are no workforce impacts associated with this report.

### **Legal Impacts**

Whilst the recommendations are not discharging a duty under the Highways Act 1980, this Council has the discretion to do so if it deems that the order can be justified. The relevant tests powers have been set out above.

### **Risk Management Impacts**



Given the problem associated with the obstructed path has been long outstanding, it is necessary to make every effort to resolve this matter. As such it would be for the convenience of those who live in the immediate vicinity and also to those persons whose houses have been built over the path.

### **Consultation**

Prior to this report a standard list of organisations were consulted such as the Ramblers Association, their local representative, the Byways and Bridleways Trust, the Community Council the Local Member, this Council's own Estates section and also those persons whose houses are affected by the existing public path no.4

### **Recommendations**

It is recommended that having due regard to the Integrated Impact Screening Assessment that a public path Creation Order is made pursuant to Section 26 of the Highways Act 1980 in respect of the route shown D-E-F and G-H-I shown on the attached plan and that if no objections are received then to confirm the order as made.

### **Reasons for Proposed Decision**

That the current proposal be implemented for the following reasons (1) it is considered expedient to provide the public with formal access across the land concerned in particular for the convenience of those living in the area and (2) that given the housing development has obstructed the line of the original path, the creation order will provide another alternative route for the public.

### **Implementation of Decision**

The decision is proposed for implementation after the three-day call in period.

### **Appendices**

Appendix 1 Integrated Impact Screening Assessment  
Appendix 2 Plan Footpath No.4 Blaenhonddan

### **List of Background Papers**

None.

### **Officer Contact:**

Mr Michael Shaw  
Principal Solicitor Litigation  
Email: [m.shaw@npt.gov.uk](mailto:m.shaw@npt.gov.uk)

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## Impact Assessment - First Stage

### 1. Details of the initiative

<b>Initiative description and summary: To evaluate the proposal to create two public paths in the vicinity of Brookfield Community of Blaenhonddan</b>
<b>Service Area: Legal and Democratic Services</b>
<b>Directorate: Chief Executives</b>

### 2. Does the initiative affect:

	Yes	No
Service users	x	
Staff		x
Wider community	x	
Internal administrative process only	x	

### 3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age		x				The effect of the proposed order would be to regularise the access that has been in use by the public. However it has no impact on this protected characteristic
Disability		x				The effect of the proposed order would be to regularise the access that has been in

						use by the public. However, it has no impact on this protected characteristic.
Gender Reassignment		x				The effect of the proposed order would be to regularise the access that that has been in use by the public. However, it has no impact on this protected characteristic.
Marriage/Civil Partnership		x				The effect of the proposed order would be to regularise the access that has been enjoyed by the public. However, it has no impact on this protected characteristic.
Pregnancy/Maternity		x				The effect of the proposed order would be to regularise the access that has been enjoyed by the public. However, it has no impact on this protected characteristic.
Race		x				The effect of the proposed order would be to regularise the access that has been enjoyed by the public. However, it has no impact on this protected characteristic.
Religion/Belief		x				The effect of the proposed order would be regularise the access that has been enjoyed by the public. However, it has no impact on this protected characteristic.
Sex		x				The effect of the order would be to regularise the access that has been enjoyed by the public. However, it has no impact on this protected characteristic.
Sexual orientation		x				The effect of the order would be to regularise the access that has been enjoyed by the public. However, it has no impact on this protected characteristic.

**4. Does the initiative impact on:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		x				The proposal does not affect the ability for using the Welsh Language as it relates to access rights
Treating the Welsh language no less favourably than English		x				The proposal does not affect the ability for using the Welsh Language as it relates to access rights

**5. Does the initiative impact on biodiversity:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		x				The proposal has no effect on biodiversity given it is concerned with formalising existing access.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		x				The proposal has no effect on biodiversity given it is concerned with formalising existing access.

**6. Does the initiative embrace the sustainable development principle (5 ways of working):**

	Yes	No	Details
<b>Long term</b> - how the initiative supports the long term well-being of people	x		The initiative supports the long-term wellbeing of people by ensuring that public path orders are correctly introduced and implemented only when they can be justified and that resources are appropriately used in the provision of legal services to the Council and therefore the wider community.
<b>Integration</b> - how the initiative impacts upon our wellbeing objectives	x		The initiative will further allow the focusing of existing human and financial resources upon the 3 wellbeing objectives by ensuring that public path orders are correctly introduced and implemented only when they can be justified and that resources are appropriately used in assessing and evaluating them.
<b>Involvement</b> - how people have been involved in developing the initiative	x		The initiative builds upon the consultation and evidence gathering with all the stakeholders concerned, before coming to a recommendation.
<b>Collaboration</b> - how we have worked with other services/organisations to find shared sustainable solutions	x		This Authority has ensured all those who have an interest in this initiative have been given an opportunity to provide their views and any evidence they considered relevant.
<b>Prevention</b> - how the initiative will prevent problems occurring or getting worse	x		This initiative will ensure the public will be given the right to use the two paths concerned.

**7. Declaration - based on above assessment (tick as appropriate):**

A full impact assessment (second stage) <b>is not</b> required	X
Reasons for this conclusion	

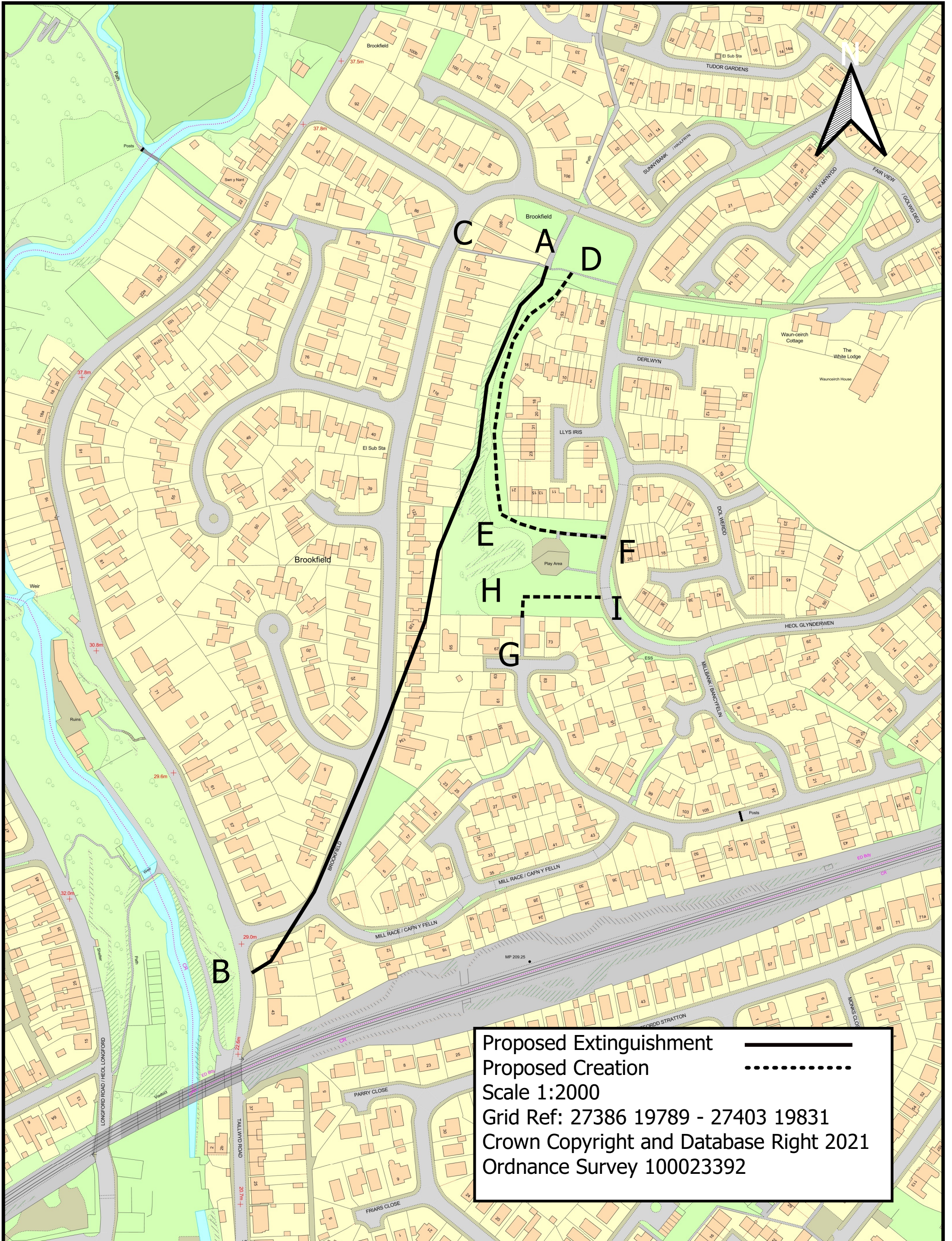
Based upon the above assessment a second stage impact assessment is not required as the initiative does not negatively impact on any of the protected characteristics, or the Welsh Language, or biodiversity and embraces the sustainable development principle. The report is giving effect to the use made by the public across these two paths by having them registered as public rights of way.

	<b>Name</b>	<b>Position</b>	<b>Date</b>
Completed by	<b>Michael Shaw</b>	<b>Principal Solicitor-Litigation</b>	<b>21/01/22</b>
Signed off by	<b>Craig Griffiths</b>	<b>Head of Legal and Democratic Services</b>	<b>25/01/22</b>

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# Footpath 4 Blaenhonddan





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