



**BWRDD CABINET YR AMGYLCHEDD, ADFYWIO A
GWASANAETHAU STRYDLUN**

***Yn syth Yn dilyn y Pwyllgor Craffu ar
DYDD GWENER, 28 HYDREF 2022***

**CYFARFOD AML-LEOLIAD - SIAMBR Y CYNGOR PORT, TALBOT A
MICROSOFT TEAMS**

**RHAID GOSOD POB FFÔN SYMUDOL AR Y MODD DISTAW AR
GYFER PARHAD Y CYFARFOD**

Gweddarlledu/Cyfarfodydd Hybrid:

Gellir ffilmio'r cyfarfod hwn i'w ddarlledu'n fyw neu'n ddiweddarach drwy wefan y cyngor. Drwy gymryd rhan, rydych yn cytuno i gael eich ffilmio ac i'r delweddau a'r recordiadau sain hynny gael eu defnyddio at ddibenion gweddarlledu a/neu hyfforddiant o bosib.

Rhan 1

1. Penodi Cadeirydd
2. Cyhoeddiad y Cadeirydd
3. Datganiadau o fuddiannau
4. Amser Cwestiynau Cyhoeddus
Mae'n rhaid cyflwyno cwestiynau'n ysgrifenedig i'r Gwasanaethau Democrataidd, democratic.services@npt.gov.uk heb fod yn hwyrach na chanol dydd ar y diwrnod gwaith cyn y cyfarfod. Mae'n rhaid i'r cwestiynau ymwneud ag eitemau ar yr agenda. Ymdrinnir â chwestiynau o fewn cyfnod o 10 munud.

Ar gyfer penderfyniad

5. Gorchmynion Rheoleiddio Traffig Arfaethedig ar gyfer Terfyn Cyflymder o 30mya yn gysylltiedig â bwriad Llywodraeth Cymru i gyflwyno terfynau cyflymder diofyn o 20mya ar draws y wlad. *(Tudalennau 5 - 16)*
6. Cofrestr Asedau Tanddaearol Genedlaethol *(Tudalennau 17 - 52)*
7. Gorchymyn Diddymu Arfaethedig ar gyfer rhannau o lwybrau troed Rhifau 85, 86 ac 87 yn Fferm Gelliwarog *(Tudalennau 53 - 68)*
8. Gorchymyn Diddymu Arfaethedig ar gyfer rhannau o lwybr troed Rhif 233, rhwng Maengwyn a Chwmdu yng nghymuned Ystalyfera *(Tudalennau 69 - 82)*
9. Gorchymyn Rheoleiddio Traffig oddi ar y ffordd Arfaethedig ar lard Mackworth a Gorchymyn Rheoleiddio Traffig ar Ffordd Fairfield mewn perthynas â'r Datblygiad Hamdden a Manwerthu, Castell-nedd *(Tudalennau 83 - 98)*
10. Cei Mariners, Ffordd y Dywysoges Margaret a Heol Victoria, Port Talbot, (Dirymu) (Gwahardd) Aros, Llwytho a Dadlwytho ar Unrhyw Adeg a (Gwahardd Aros ar Unrhyw Adeg) - Gorchymyn 2022 *(Tudalennau 99 - 118)*
11. Rhestr o Gontractwyr Cymeradwy *(Tudalennau 119 - 132)*

Ar Gyfer Monitro

12. Dangosyddion Perfformiad Allweddol 2022/2023 - Chwarter 1 (1 Ebrill 2022 - 30 Mehefin 2022) *(Tudalennau 133 - 148)*
13. Eitemau brys
Unrhyw eitemau brys (boed yn gyhoeddus neu wedi'u heithrio) yn ôl disgresiwn y Cadeirydd yn unol ag Offeryn Statudol 2001 rhif 2290 (fel y'l diwygiwyd).

Prif Weithredwr

**Canolfan Ddinesig
Port Talbot**

Dydd Gwener, 21 Hydref 2022

**Aelodau'r Bwrdd Cabinet yr Amgylchedd, Adfywio a Gwasanaethau
Strydlun:**

Y Cynghorwyr W.F.Griffiths, S.Jones a/ac D.M.Peters

Mae'r dudalen hon yn fwriadol wag



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

CABINET

28th October 2022

Report of the Head of Engineering & Transport – D.W.Griffiths

Matter for Decision

Wards Affected: Various

Proposed 30 mph Speed Limit Traffic Regulation Orders associated with Welsh Government 20 mph Default Speed Limit National Roll Out.

Purpose of the Report:

To obtain Members approval to advertise the above traffic regulation orders as indicated in Appendix A.

Executive Summary:

The report outlines the proposed traffic regulation orders and the reason why the orders are required.

Background:

The Welsh Government are proposing to implement a national roll out of a revision to the current default speed limit of 30 mph.

The new default speed limit in lit areas across Wales will be 20 mph not 30 mph as currently. This is planned to happen in September 2023 when the new default limits become operational.

Local Authorities are able to convert back from the default of 20 mph speed limit to the current 30 mph speed limit on agreed strategic roads by creating a traffic regulation order.

It has been agreed with the Welsh Government and the local members that the following roads indicated in Appendix A will be converted back to a 30 mph speed limit.

Financial Impacts:

The scheme is to be funded by the Welsh Government.

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 B, has indicated that a more in-depth assessment is not required. A summary is included below:-

A full impact assessment is not required as the proposed traffic regulation orders will provide a safe environment for all highway users and provide Disabled parking outside the new development.

Valleys Communities Impacts:

There are 'No implications' associated with this report.

Workforce Impacts:

There are 'No Implications' associated with this report.

Legal Impacts:

The scheme is to be advertised for a 21 day period as part of the statutory process.

Risk Management Impacts:

There are no risk management impacts associated with this report.

Consultation:

A consultation exercise will be undertaken when the scheme is advertised.

Recommendations:

Having had due regard to the integrated impact assessment it is recommended that approval is given to advertise the 30 mph Speed Limit Traffic Regulation Orders associated with the Welsh Government 20 mph default speed limit national roll out in 2023 (as detailed in Appendix A to the circulated report) in accordance with the statutory requirements. That the schemes be implemented in accordance with the relevant statutory requirements contained within the current Road Traffic Regulations, subject to there being no objections received. In the event of any objections being received in respect of any schemes, these will be reported back to the

Environment, Regeneration and Streetscene Services Cabinet Board for a decision.

Reasons for Proposed Decision:

The proposed traffic regulation orders will convert back the strategic routes to a 30 mph speed limit following the national roll out of the 20 mph default speed limit in order to maintain traffic flow on the principal road network.

Implementation of Decision:

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

Appendices:

Appendix A – List of proposed schemes

Appendix B – Integrated Impact Assessment.

List of Background Papers:

None.

Officer Contact:

Mr Martin Brumby,
Engineering & Transport
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Email m.brumby@npt.gov.uk

APPENDIX A

<u>30mph Speed Limit - Scheme Location</u>	<u>Electoral Wards</u>
A474 Access Roads to Milland Road, Neath	Neath East
A474 Herbert Street Bypass, Pontardawe	Pontardawe / Allt-wen
A474 Neath Road, Briton Ferry	Briton Ferry East
A4067 Glan Yr Avon and A4067 from Ystalyfera to Ystradgynlais	Cwmllynfell and Ystalyfera
A4107 Afan Valley Road, Pontrhydyfen	Bryn and Cwmavon
A4109 Main Road / New Road, A465 Aberdulais Roundabout, B4434 Access to Aberdulais Roundabout, Aberdulais	Aberdulais
A474 Pontardawe Road, A474 Heol Y Gors, A474 Heol Cae Gurwen, A474 Graig Road, A4069 Brynamman Road, A4069 Cannon Street, A4069 Park Street, A4069 Amman Road	Gwaun-Cae-Gurwen and Lower Brynamman / Pontardawe
A474 James Street, Pontardawe	Pontardawe
A4109 Heol Y Glyn and B4242 Pontneathvaughan Road	Glynneath Central and East
A4107 from Cymmer to Blaengwynfi	Gwynfi and Croeserw
A4107 Pentwyn and Afan Road, Duffryn Rhondda	Cymmer and Glyncorwg
A4109 from Crynant to Seven Sisters, Crynant	Crynant, Onllwyn and Seven Sisters
Starvin Hill, Crynant	Crynant, Onllwyn and Seven Sisters
B4290 Ashleigh Terrace, Jersey Marine	Coedffranc West
A474 Graig Road and New Road, Gellinudd, Rhos	Rhos

Heol Gaer and A4109 to A4221 Link Road, Duffryn Cellwen	Crynant, Onllwyn and Seven Sisters
Golwg y Bryn and Onllwyn Road, Onllwyn	Crynant, Onllwyn and Seven Sisters
A474 Neath Road, Fforest Goch	Bryncoch North / Rhos
B4242 Glynneath Road, Resolven	Resolven and Tonna
B4287 Cimla to Efail Fach	Cimla and Pelenna
B4290 New Road, Llandarcy	Coedffranc West
B4283 Water Street and Kenfig Industrial Estate Road	Margam and Taibach
B4282 Maesteg Road, Bryn	Bryn and Cwmavon
B4434 New Road, Clyne	Resolven and Tonna
Balgan Way, Aberavon	Aberavon
Bryn Road, Coedffaldau Road and Gwrhyd Road	Cwmllynfell and Ystalyfera
C250 from Cymmer to Glyncorrwg	Cymmer and Glyncorrwg
A48 Heilbronn Way and A4241 Harbour Way, Harbourside Business Park	Margam and Taibach / Port Talbot / Aberavon

1. Details of the initiative

Initiative description and summary: Proposed 30 mph Speed Limit Traffic Regulation Orders associated with Welsh Government 20 mph Default Speed Limit National Roll Out.

Service Area: Engineering and Transport

Directorate: Environment and Regeneration

2. Does the initiative affect:

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

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		N			L	There is no negative impact as the scheme will maintain traffic flow on the principal highway network following the introduction of the 20 mph default speed limit across Wales by the Welsh Government.
Disability		N			L	
Gender Reassignment		N			L	
Marriage/Civil Partnership		N			L	
Pregnancy/Maternity		N			L	
Race		N			L	
Religion/Belief		N			L	
Sex		N			L	
Sexual orientation		N			L	

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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	Y				L	There will be a positive impact as we welcome all correspondence in Welsh and English when dealing with the wider community.
Treating the Welsh language no less favourably than English	Y				L	There will be a positive impact because all permanent highway approved signage and road markings used in the traffic regulation orders are Bilingual (Welsh / English) with Welsh placed above English.

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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		N			L	There is no negative impact as the signage and road markings are located on the carriageway, therefore the scheme does not impact the existing Flora, Fauna or Biodiversity. Any signage located in the verge will be on a pole which will have minimal impact.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment,		N			L	There is no negative impact as the signage and road markings are located away from the kerb allowing the carriageway and footway drainage to function as at present. The scheme is located within the existing road surface and as such there is no opportunity to provide additional drainage systems such as swales, soakaways etc.

such as air quality, flood alleviation, etc.						
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6. Does the initiative embrace the sustainable development principle (5 ways of working):

	Yes	No	Details
<p>Long term - how the initiative supports the long term well-being of people</p>	Y		<p>Within the Neath Port Talbot presently 59.6% of adults are obese or overweight (with 23.6% being obese) it is predicted that by 2025 the number will have risen to 66.5%. A quarter of children in Wales are overweight or obese (including 12.4% that are obese) Wales has a higher percentage of adolescents self-reporting to be overweight or obese compared to England, Scotland and Republic of Ireland, with rates being generally higher in boys than girls.</p> <p>Only 48.4% of adults in Neath Port Talbot are meeting the physical activity guidelines compared to 53.1% in Wales. For most people, the easiest form of physical activity are those that can be built into everyday life such as walking and commuting by active travel. By enabling active travel, the proposal will contribute to improved health benefits for users whilst reducing carbon emissions from vehicles.</p> <p>The Welsh Governments Llwybr Nweydd Wales transport strategy sets out the 20 year ambition and focuses on delivering an accessible, sustainable transport system that is good for people, communities, the environment the economy and Welsh language and culture.</p> <p>The 5 year priorities call for a transport system and infrastructure that plays its part in reducing greenhouse gas emissions whilst increasing active travel and public transport use by providing safe, accessible, sustainable transport systems that people will want to use.</p> <p>The sustainable transport hierarchy places active travel at the forefront of transport and sets out how the strategy will encourage people to change</p>

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			<p>their travel behaviour to use low-carbon sustainable transport, cycling and walking as the preferred transport modes.</p> <p>The scheme will align in 2023 with the Welsh Government national 20 mph speed limit default strategy aimed at lowering the speed limits over a greater area with the locality increasing the enhancement of reduced emissions and the promotion of Active Travel, walking and cycling.</p>
Integration - how the initiative impacts upon our wellbeing objectives	Y		The scheme will maintain traffic flow on the principal highway network helping to improve the street scene improving the community health through reduced air pollution and people walking to the local facilities within the 20 mph default speed limit areas, thereby contributing to other organisations goals on improving health for the population of Wales.
Involvement - how people have been involved in developing the initiative	Y		A statutory consultation exercise for the traffic regulation orders will be undertaken with letters and plans delivered to the adjacent properties detailing the proposals. The traffic regulation orders will be advertised in the South Wales Evening Post, on the Council's web site and Notices posted on site.
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	Y		The various sections within the Council such as Highway Engineering, Highway Development Control section and the Legal section have worked together on this initiative. The Welsh Government, Transport for Wales and Sustrans have all been are working in collaboration with the Council on Active Travel Routes within the Borough and providing advice and direction.
Prevention - how the initiative will prevent problems occurring or getting worse	Y		In NPT 25.5% of homes do not have access to a car. Where car ownership levels are low, residents are more likely to be reliant on public transport and active travel for their day to day needs and to access key services and employment. Poor facilities can lead to difficulty in using active travel which can cause to social exclusion and isolation, which subsequently can lead to a range of health and social problems.

			<p>Facilitating more journeys by Active Travel will reduce our consumption of natural resources and act to tackle the causes and consequences of congestion, climate change, traffic pollution and noise.</p> <p>Encouraging people to be more active by providing Active Travel routes will help people to be healthy, to achieve their potential.</p>
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7. Declaration - based on above assessment (tick as appropriate):

A full impact assessment (second stage) is not required	✓
Reasons for this conclusion	
<p>After completing the assessment it has been determined that this proposal does not require a full Impact Assessment (second stage). The traffic regulation orders will have a positive impact on service users, have no adverse impact on people who share protected characteristics or on people's ability to use the Welsh language.</p> <p>The traffic regulation orders contribute to delivering the Welsh Government 20 mph default speed limit national roll out in 2023 by maintaining traffic flow on the principal highway network.</p>	

A full impact assessment (second stage) is required	
Reasons for this conclusion	

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	Name	Position	Date
Completed by	Hasan Hasan	Engineering Manager	11 th October 2022

Signed off by	D.W.Griffiths	Head of Service/Director	11 th October 2022
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Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Environment, Regeneration and Streetscene Services Cabinet Board

Date - 28th October 2022

**Joint Report of
Head of Streetcare – M. Roberts and
Head of Engineering & Transport – D. W. Griffiths**

Matter for: Decision

Wards Affected: All Wards

National Underground Assets Register

Purpose of the Report:

To consider a request to join the UK Government sponsored Geospatial Commission's National Underground Assets Register Project.

Background:

Avoiding danger from underground services when undertaking excavation works is a key element in the preparation of a suitable safe system of working for any private operator, contractor and local authority.

In this regard, the Health and Safety Executive has produced the guidance document, 'HSG47 - Avoiding danger from underground services', which provides important information for planners and

operators alike in the formulation of control measures to minimize the risks when working over or near underground services.

One of the amenities available to scheme planners and operatives has been written in legislation which requires statutory undertakers, such as gas, electricity and telecom companies, to record the location of their apparatus in the highway. They are required to make this information available, free of charge, to any persons authorised to execute works of any description in the street.

The Council also keeps an inventory of highway assets, such as street lighting, drainage gullies, culverts, inspection chambers, highway bridges and structures. This information is held and maintained by the respective asset owner.

Presently, any persons requiring sight of known and existing underground services or highway assets would need to contact each service/asset owner in turn. For example, there are the following service & asset owners within this region alone:-

- National Grid (formerly Western Power Distribution) for electricity
- Wales & West Utilities for gas
- Dwr Cymru /Welsh Water for clean water and sewerage
- British Telecom for communications
- Virgin Media for communications
- Cable & Wireless Ltd for communications
- NPTCBC Bridges & Structures (roads and foot bridges, highway retaining walls)
- NPTCBC Drainage (highway drains/gullies & flood alleviation elements)
- NPTCBC Public Lighting (street lighting and illuminated signs etc.)

What is the benefit of joining the NUAR project?

The UK Government has tasked the Geospatial Commission to encourage all asset owners to sign up to a new digital platform, to standardise and streamline the search process, to store data on all underground assets, and to allow organisations to start 'digging in the ground' without delay.

It is claimed that the main benefits include:

- Access to underground asset data from all asset owners in their area of operation.
- Site planning - Improved planning processes and output for excavations.
- Safer digs - Enhanced operator ability to practice safe digging to avoid the assets (asset strike reductions).
- On-site efficiency improvements through real time access to underground asset data.
- Data exchange and back-office efficiency savings.

The national NUAR team argues that the platform will revolutionise the excavation of underground pipes and cables, with combined economic benefits estimated at £350M per year across the UK.

How does this impact NPT at local level?

Currently, the Streetworks Team are the main hub for distributing requests from clients and contractors wanting details of Council assets. The Bridges and Structures, Drainage and Public Lighting Sections each have their own template for responses. Commonly, each section provides a plan but the supporting text/disclaimer varies and is individual to the respective service area.

The NUAR team has a basic "shopping list" of data that local authorities may hold. From the table below, only the assets

highlighted in bold would currently be reliable enough to submit to a national database without additional resources for further data collection and maintenance.

Critical (potential risk to life)	Highly desirable (damage prevention)	Desirable
Illuminated signs	Gullies/culverts	Inspection Covers/Manholes
Traffic lights/signals	Conservation Areas	Access Chambers
Street lighting	Sustainable Urban Drainage Systems (SuDS)	Wildlife Corridors
EV charging points	Section 50s (NRSWA)	Brownfield Sites
Parking meters	Ducting	Archaeological sites
CCTV	Tree Preservation Orders (TPOs)	Historical sites
District Heating Systems	Highway Structures & Drainage	Section 58s (NRSWA)
Buried Cables		

Whilst there would not be any additional resource requirements to remain outside of the NUAR platform, on boarding to the NUAR venture, at any level, will require an element of additional effort for data maintenance and management.

Joining the project requires signing up to a Data Disclosure Agreement (DDA) as included in Appendix A and the requirements therein.

Should the Council wish to sign up to the project, either to provide the minimum data currently available or the full range of data ideally sought, key contacts within the council have to be identified as detailed below.

Key project roles include:

- NUAR Lead Contact (Champion): Single point of contact who understands NUAR and its capabilities and who has relevant inter-departmental knowledge of working within NPT.
- Senior Responsible Officer (Sponsor): Senior person who has the authority to make decisions if required on legal and operational aspects of NUAR.
- Data Lead - Person who has a working knowledge of NPT's data and can co-ordinate the packaging and delivery of data to the platform.
- Legal Lead - Person who can review and liaise on the necessary legal agreements.

In addition, there may be roles for Health and Safety and IT security representatives.

As a minimum, the above team would have to collect and validate the currently available datasets, notwithstanding any limitations, in terms of accuracy and ensure that any legal obligations are met.

Full engagement with NUAR

It is anticipated that the operational costs to collect, update and maintain an accurate inventory of council owned assets across the full range of datasets sought would require additional resources at an estimated cost of around £170,000 per year.

Such level of investment would ultimately be required to deliver the full ambitions of the project, as would be necessary to:

- Centralise asset inventory for multi-disciplined services across NPT
- Accurately collect and maintain inventories of new asset groups.

- Ensure the sustainable and repeatable delivery of data so that the platform is kept reliably up to date.

In such context it is considered that investment in a specialist in-house 'Geospatial Team' would be the best way forward, which would provide the Council with a resource to not only meet the demands of the NUAR Project but also to provide support and expertise in Geographic Information System (GIS) platforms, as used to create, manage, analyse and map geospatial information across the Environment and Regeneration Directorate.

A breakdown of the current cost estimate for additional resources for full engagement, excluding any pay award, is as follows:

<u>Roles</u>	<u>Grade</u>	<u>Costs</u>
1 x Senior Assistant (GIS)	8	£47,709
1 x Geospatial Assistant	6	£37,907
2 x Inventory Technicians	4	£57,786
3 x support vehicles	n/a	£15,000
IT services	n/a	£8,000
	<u>Total</u>	<u>£166,402</u>

Options

The Council therefore has the following options:

1. To not participate in the project or sign the Data Distribution Agreement, and continue with existing practices to provide infrastructure data outside of the NUAR project and platform. This option would result in NPTCBC being only one of two Local Authorities in Wales yet to sign up to the platform, and it would not be able to offer users the inclusive benefits of a progressive and collaborative platform.

2. To participate in the NUAR Project and sign the Data Distribution Agreement, restricted to providing the relevant currently available datasets, notwithstanding any limitations in terms of accuracy. This option would require allocation of project team roles to appropriate officers as set out above. Furthermore, to ensure that the data used by third parties regarding excavations is up to date on the remote NUAR platform, and help minimise any potential liability exposure on the council, it is anticipated that a 'Geospatial Assistant' at an estimated cost of £38,000 may be required in due course within the Highway Network Management Team.

3. The final option is to participate fully in the NUAR Project, sign the Data Distribution Agreement, and to invest circa £170,000 to put in place suitable resources to provide and maintain the whole range of data the project would ideally like covered by the digital data platform.

Financial Impacts

The NUAR Project and database is fully funded by UK Government until September 2024. NPT would have access to the full digital platform in March 2023 and so would have 18 months of free use before any potential charges are introduced. It is currently unclear whether there will be any future charges for Local Authorities to use the platform. The Geospatial Commission aim to reach a decision on any charges by the end of 2022.

Streetcare Services will have an increase in work further to the allocation of project roles and duties under the project agreement (the DDA) in association with the asset owners gathering, validating and uploading changes to the database. Project support can be provided and funded centrally by the project until September 2024, but beyond that any resource and financial implications will fall on the Council. The level of any ongoing resource implication and associated cost will

depend on the extent of the council's involvement in the NUAR project.

If the Council adopts a 'do minimum' approach as per option 2 above, it may result in a revenue pressure of £38,000.

If the Council adopts a 'full engagement' approach as per options 3, it would result in a revenue pressure of £170,000.

Integrated Impact Assessment:

A first stage impact screening 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, provided in Appendix B, has indicated that a more in-depth assessment is not required.

Valleys Communities Impacts:

No implications.

Workforce Impacts:

Covered in the body of the report and financial implications

Legal Impacts:

The Council is not duty bound to join the NUAR. Up to this point, NPT have engaged with the Geospatial Commission at an exploratory level providing some sample data to examine integration with the emerging data platform. Given the absence of any operational use for any data provided in the exploratory stage there were have been no real issues with respect to liability and intellectual property rights.

The Data Distribution Agreement (DDA) is a long term data sharing agreement between NUAR and asset owners, setting out what each party is responsible for. The DDA is required to be signed by a UK Cabinet Office representative and a duly authorised representative of the asset owner (the Council in this case).

Should the Council decide to sign up to the DDA there will be a legal obligation to ensure that complete, accurate and timely data is available for the platform, as a minimum, to the same accuracy and currency as any data at present provided for 'safe digging' purposes, pursuant to existing statutory obligations (although an appropriate NPT specific data disclaimer would be submitted along with any data).

Mutual termination rights are provided within the DDA to allow any party to terminate the Agreement at any time by giving the other party thirty days' written notice. The most obvious consequence of an agreement termination is that NPT would immediately cease to have access to any data held within the NUAR platform.

Risk Management Impacts:

The overall success of this project relies upon all asset owners, including all Local Authorities, joining the platform via the Data Distribution Agreement. If the council does not engage in the new platform, service provision in terms of information would continue as is locally with individual asset owners.

If the Council does not participate in the project, given it is only one of two Local Authorities in Wales yet to sign up then there would be a risk of reputational damage.

Consultation:

There is no requirement for external consultation on this item.

Recommendations:

Having had due regard to the first stage Integrated Impact Assessment it is recommended that:

- The Council participates in the NUAR project and signs up the Data Distribution Agreement further to Option 2 in the report;
- The Director of Environment & Regeneration, in consultation with the Head of Legal and Democratic Services be authorised to sign the Data Distribution Agreement on behalf of the Council
- Should there be a revenue pressure arising from involvement in the project further to Option 2 then funding would need to be identified within the existing Environment & Regeneration budget should continuation be considered a priority.

Reasons for Proposed Decision:

To determine the response to a request to join UK Government's National Underground Assets Register Project.

Implementation of Decision:

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

Appendices:

Appendix A – NUAR Data Distribution Agreement V1.1

Appendix B – Integrated Impact Assessment Screening Document

List of Background Papers:

HSG47 (Third edition, 2014) Avoiding danger from underground services. <https://www.hse.gov.uk/pubns/books/hsg47.htm>

UK GOV website - Key information on the National Underground Asset Register (NUAR), including the document 'NUAR In A Nutshell'. <https://www.gov.uk/guidance/national-underground-asset-register-nuar>

Officer Contact:

Mr. Aled Jones, Network and Programme Manager
Email: a.jones9@npt.gov.uk

Mr. Steve Owen, Highway and Drainage Manager
Email: s.owen@npt.gov.uk

Mae'r dudalen hon yn fwriadol wag

NUAR Data Distribution Agreement

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This Agreement is made between:

- (1) The Cabinet Office (acting through the independent committee being part of the Cabinet Office, the Geospatial Commission) (GC);
- (2) Neath Port Talbot County Borough Council, a local authority in England and Wales registered address is at Civic Centre Port Talbot SA13 1PJ (the **Data Provider**),

(each a **party** and together the **parties**).

Background:

- (A) The GC through its Board of Commissioners is an impartial commission established by charter with responsibility for setting the UK's geospatial strategy and promoting the best use of geospatial data to drive productivity, promote economic growth, and improve the delivery of public services, while safeguarding considerations such as national security and intellectual property rights.
- (B) The GC intends to co-ordinate (including through appointment of one or more third party suppliers responsible for provision of the NUAR Platform, Data transformation services, and/or associated services) the collecting, transforming, storing, and making available to third parties (subject to appropriate end user terms and acceptable usage policies) of datasets provided by data providers, including the Data Provider, for use in the NUAR Platform.
- (C) The parties wish to enter into this Agreement to govern the Data Provider's provision of its Data for use on the NUAR Platform and the GC's co-ordination of the NUAR Platform as it relates to the Data Provider, including the distribution of that Data through the NUAR Platform to Licensees under a pre-agreed set of terms and conditions.
- (D) The parties intend that this Agreement can continue without requiring variation irrespective of the replacement of any third party supplier responsible for provision of the NUAR Platform, Data transformation services, and/or associated services.

1 Definitions & interpretations

- 1.1 Appendix 1 provides for the definition and interpretation of words used in this Agreement.

- 1.2 In this Agreement:
- 1.2.1 any obligation on the GC to do something is to be interpreted as an obligation on the GC to do or to arrange for that thing to be done, including through one or more third party providers of the NUAR Platform, Data transformation services, and/or associated services; and
- 1.2.2 any obligation on the Data Provider to do something to or for the benefit of the GC is to be interpreted as an obligation on the Data Provider to engage with one or more third party providers of the NUAR Platform or the GC itself, Data transformation services, and/or associated services, as instructed by the GC and/or as set out in Appendix 4.

2 Term of this Agreement

- 2.1 In consideration of the mutual rights and obligations contained herein, this Agreement shall commence on the Commencement Date and shall continue until its termination in accordance with Clause 10.

3 Access to the Data

- 3.1 The Data Provider or any Data Provider Party shall deliver or make available to the GC, or a GC Party, the Data promptly following the Commencement Date and shall, thereafter, deliver or make available to the GC and/or a GC Party Data Updates.
- 3.2 The responsibility for transformation and ingestion of the Data shall be as set out in Appendix 4 (Data format and delivery requirements), as supplemented from time to time by such specific additional transformation and ingestion arrangements as may be agreed between the Data Provider and relevant third party providers of the NUAR Platform, Data transformation services, and/or associated services. Following transformation in accordance with those arrangements, the Transformed Data shall be delivered by or made available by the Data Provider for inclusion in the NUAR Platform in accordance with the arrangements set out in Appendix 4 (Data format and delivery requirements), as supplemented from time to time by such specific additional transformation and ingestion arrangements as may be agreed between the Data Provider and relevant third party providers of the NUAR Platform, Data transformation services, and/or associated services (but the delivery or availability of any Transformed Data under this Clause 3.2 shall not create an obligation for the GC to upload such Transformed Data into the NUAR Platform).
- 3.3 The management of Data and Transformed Data on the NUAR Platform, including the uploading and distributing of any Data and Transformed Data is subject to a separate agreement between the GC and a third party engaged for the delivery of the NUAR Platform.
- 3.4 Save to the extent expressly set out in this Agreement, the Data and the Transformed Data is provided without warranty or condition express or implied, statutory or otherwise as to its quality or fitness for purpose. All conditions, warranties, terms and undertakings express or implied, statutory or otherwise, in respect of the Data and the Transformed Data other than those expressly set out in this Agreement are hereby excluded to the fullest extent permitted by law.

4 The parties' obligations to each other

4.1 The GC obligations

- 4.1.1 The GC shall (and shall, where the context permits, ensure that GC Parties and Licensees shall):
- a) not use Data for any illegal, deceptive, misleading or unethical purpose;
 - b) not (except as expressly licensed in this Agreement) reverse engineer, decompile, adapt, disassemble, modify, separate or otherwise tamper with the Data so that Data can be extracted and used for any purpose outside the scope of this Agreement;
 - c) be responsible for costs that it may incur in the performance of its obligations under this Agreement and for complying with all applicable laws, codes of practice and regulations (save that the GC may introduce a cost recovery model from the start of the fourth year of its contract with the primary third party provider of the NUAR Platform) pursuant to which it shall be entitled to levy charges on the Data Provider, subject to giving the Data Provider a minimum sixty (60) days' notice of the introduction of such charges);
 - d) conform with all relevant laws, rules and regulations governing the holding of data and the processing of personal data and privacy, including the Data Protection Act 2018;
 - e) not hold itself out or describe itself as the agent of the Data Provider or any Data Provider Party;

- f) put in place the technological and security measures described in Appendix 3 to protect all Data which the Data Provider or any Data Provider Party provides to the GC from unauthorised use or access;
- g) notify the Data Provider as soon as it suspects any (i) infringement of the Data Provider's IPR, or (ii) unauthorised access to the Data has taken place, and give the Data Provider all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised access or use and take into consideration any reasonable proposal made by the Data Provider for dealing with any security incident; and
- h) not use the Data other than for the purposes of exercising its rights and performing its obligations under this Agreement;
- i) provide to the Data Provider access to regular reports providing information in respect of access to that Data Provider's Data through the NUAR Platform in the period before each such report, the contents of that report to be as set out in Appendix 3 Part 1.3.

4.2 Data Provider obligations

4.2.1 The Data Provider shall (and shall, where the context permits, ensure that Data Provider Parties shall):

- a) comply with the data format and delivery requirements set out in Appendix 4, as supplemented from time to time by such specific additional transformation and ingestion arrangements as may be agreed between the Data Provider and relevant third party providers of the NUAR Platform, Data transformation services, and/or associated services;
- b) exercise reasonable skill and care to ensure that Data delivered pursuant to this Agreement is accurate and up to date (and, as a minimum, of the same accuracy and currency as any data it currently provides for 'safe digging' purposes pursuant to any statutory or contractual obligation to which it is subject);

4.2.2 Where the Data Provider:

- a) provides to the GC details of any person to whom the GC is to grant authorised user rights for the purposes of the Data Provider delivering Data, the Data Provider shall be responsible for the accuracy of all the details provided and the GC shall have no liability as a result of any inaccuracy of any details provided to it;
- b) provides correct details of such persons referred to in Clause 4.2.2a) and the GC incorrectly records those details the GC shall, as soon as reasonably practicable, correct the information when advised of the inaccuracy and the GC shall be responsible for the consequences of such incorrect recording of such data.

4.3 Bribery, corrupt gifts or payments

4.3.1 The parties each warrant and undertake that they have not committed and will not commit in connection with this Agreement any offence under the Bribery Act 2010 or any other law in force in any applicable jurisdiction creating offences in respect of bribery, corruption and fraudulent acts.

4.3.2 Any breach of this Clause 4.3 by any party shall entitle the other party, with no liability whatsoever, to terminate this Agreement with immediate effect by notice in writing and to recover from the defaulting party the amount of any loss resulting from such termination.

4.4 End User Licence

4.4.1 The GC shall only make Data available under Clause 5.1 to Licensees that have first entered into an End User Licence with the GC.

4.5 Relationship between the parties

4.5.1 Nothing in this Agreement or its performance is intended to or shall give rise to, or establish, any relationship of agency, partnership, joint venture or employer and employee between the parties, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

5 Licence

5.1 Subject to the terms of this Agreement the Data Provider grants to the GC and the GC Parties:

5.1.1 a non-exclusive, revocable, licence to:

- a) transform (or permit a third party provider to transform) the Data to create the Transformed Data and thereafter submit the Transformed Data for the purpose of inclusion of the Transformed Data in the NUAR Platform (including in any additional 'value add' services made available through the NUAR Platform);
- b) promote its transformation and supply of the Data by including sample 'snap shot' images created using Data in promotional materials provided that:
 - i) each such image is a raster image;
 - ii) each such image has a coverage area which is reasonable in order for the GC to illustrate its transformation or supply of the Data;
 - ii) each such image is not capable of being used as a service or product in itself; and
 - iii) the Data Provider provides its written approval of the nature and use of such image.
- c) use and to sub-license to a third party provider of the NUAR Platform the Trade Marks solely as shown in Appendix 2 and solely for the purposes set out in this Agreement;
- d) include the Transformed Data in the NUAR Platform for access by Licensees (including on a commercial basis for the purposes of offsetting the GC's costs);
- e) grant non-exclusive, revocable, non-transferable sub-licences for access to the Data (in whole or in part) solely to Licensees for their Licensed Use provided that:
 - i) the Licensees' use of the Data shall be limited to creating User Generated Points or User Generated Polygons define an area of interest for underground assets and related infrastructure for a Licensed Use;
 - ii) Licensees may only view and query Data and consume a data feed within the extent of the User Generated Points or User Generated Polygons;
 - iii) Licensees shall not be permitted to extract Data from the NUAR Platform other than through such technical mechanisms for the production, display and export of Data forming part of the NUAR Platform; and
 - iv) in accordance with the GC's arrangements for the development of the NUAR Platform, the GC may from time to time give the Data Provider a minimum of sixty (60) days' written notice of additional licensed uses and/or additional categories of licensees, and the same shall apply automatically as Licensees and Licensed Uses from the end of that notice period.

5.2 The Data Provider agrees that the licences granted under Clause 5.1 shall not prevent the GC from providing feedback to any relevant Government departments in respect of the NUAR Platform.

5.3 The GC shall, and shall procure that no GC Parties shall use Data or the Trade Marks in any way or for any purpose other than as set out in this Clause 5.

5.4 Apart from the GC, GC Parties, the Data Provider and Data Provider Parties, and any third party provider of the NUAR Platform, no person, firm, or organisation (including without limitation any group company or affiliate) is granted any rights under this Agreement.

5.5 This Agreement does not give the GC any right to sublicense, distribute, sell or otherwise make Data or the Trade Marks available to third parties other than as permitted by Clauses 5.1.

6 Trade Marks, rights acknowledgement and branding

6.1 The Data Provider (or, where applicable, its licensors) owns the IPR in the Data and the Trade Marks. All rights not expressly granted are reserved to the Data Provider and its licensors and no transfer of ownership of IPR arises or is implied.

6.2 The GC shall ensure that in the NUAR Platform an appropriate acknowledgement is shown regarding the ownership of the Data and the Trade Marks, in accordance with any arrangements agreed between the parties.

7 Royalties

7.1 No royalties or other payments are payable under this Agreement.

8 Variation

- 8.1 A variation to this Agreement may be effected by agreement but only where in writing and signed by an authorised representative of each of the parties (other than a variation of Licensees or Licensed Uses referred to in Clause 5.1.1(e)(iv) which may be effected by the GC giving written notice).

9 Auditing

- 9.1 The GC shall (and shall procure that any third party provider of the NUAR Platform shall) maintain accurate and complete records (**Data Provider Records**) related to all transactions and supplies of Data arising out of this Agreement.
- 9.2 The GC shall (and shall procure that any third party provider of the NUAR Platform shall) allow the Data Provider, any Data Provider Party, or an auditor appointed by the Data Provider to access the Data Provider Records for as long as this Agreement is in existence and for a period of 12 months thereafter, provided that:
- 9.2.1 the purpose of such an audit of the Data Provider Records is solely for the purpose of auditing compliance with the terms of this Agreement, regulatory compliance and/or for the prevention and/or detection of crime;
- 9.2.2 access for the purpose of inspecting the Data Provider Records:
- a) in the case of suspected fraud shall be on not less than one day's written notice at any time during normal business hours; and
 - b) in any other case not less than thirty days' written notice at any time during normal business hours; and
- 9.2.3 The GC shall (and shall procure that any third party provider of the NUAR Platform shall) provide the Data Provider, any Data Provider Party, or an auditor appointed by the Data Provider with all reasonable assistance in the carrying out of such audit. The Data Provider, Data Provider Party, and the auditor will ensure that any information obtained in the course of the audit concerning the GC's business is, subject to Clauses 14 and 15, kept confidential and not used for any purpose other than the proper conduct of the audit.
- 9.2.4 Each party shall bear its own costs in relation to the carrying out of such audit.

10 Termination and expiry

10.1 General termination rights

- 10.1.1 Either party may terminate this Agreement with immediate effect by giving the other party notice in writing in the event that the other party:
- a) is in material breach of any term of this Agreement and such breach is either incapable of being remedied or is not remedied within thirty (30) days of a written request to do so;
 - b) repeatedly breaches any term of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - c) ceases to carry on business (and, in the case of the GC, has not previously transferred and does not transfer this Agreement in accordance with Clause 16.1);
 - d) discloses Confidential Information of the terminating party otherwise than in accordance with this Agreement; or
 - e) materially alters the nature of its business.

10.2 Mutual termination rights

- 10.2.1 Any party may terminate this Agreement at any time by giving the other parties thirty (30) days' written notice.

10.3 The Data Provider's termination rights

- 10.3.1 The Data Provider may terminate this Agreement with immediate effect by giving the GC notice in the event that the GC, or a GC Party uses or authorises the use of the Data Provider's IPR in the Data outside the scope permitted by this Agreement.

10.4 Effects of termination or expiry of this Agreement

- 10.4.1 If this Agreement is terminated or expires:

- a) any accrued rights and remedies will not be affected;
 - b) the GC shall and shall procure that the GC Parties and each Licensee shall (unless they are able to enter into a separate licence with the Data Provider) immediately cease to have access to any Data no longer available on the NUAR Platform as a result of that termination or expiry, other than to the extent in the case of the GC Parties that further access to that Data is necessary for effective audit of use of the NUAR Platform and compliance with this Agreement; and
 - c) the GC shall, and shall procure that the GC Parties shall (unless they are able to enter into a separate licence with the Data Provider) cease to make available the Data through the NUAR Platform within thirty (30) days.
- 10.4.2 The provisions of this Agreement intended to survive termination or expiry, including Clauses 1, 4.1.1(a), (c), (e) and (f), 4.3, 4.5, 8.1, 10.4, 12, 14 to 18, 20 and 21 shall continue in full force and effect, notwithstanding such termination or expiry.

11 Warranties and Indemnity

- 11.1 The Data Provider warrants to the GC that:
- 11.1.1 it has the authority to enter into this Agreement; and
 - 11.1.2 it has the authority and power to grant the rights set out in this Agreement.
- 11.2 The Data Provider excludes, to the fullest extent permissible by law all implied or express warranties, except those stated in this Clause 11.
- 11.3 Subject to Clauses 11.4, 12.2, 12.3, and 12.4:
- 11.3.1 the GC shall indemnify the Data Provider and keep it indemnified against all costs, expenses, damages, losses or liabilities incurred or suffered by it arising from any breach by the GC of the Data Provider's IPR in the Data provided that the GC shall not have any liability for any infringing IPR in the Transformed Data or for any infringement arising from the presence of such infringing IPR, to the extent such infringing IPR was provided to the GC by the Data Provider;
 - 11.3.2 the Data Provider shall indemnify the GC and keep it indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered by it arising out of any claim that the GC has infringed the IPR of any third party by using the Data in accordance with this Agreement.
- 11.4 Wherever a party is indemnified under this Agreement, that party shall:
- 11.4.1 promptly notify the other party (**Indemnifier**) in writing as soon as it becomes aware of any matter which may be subject to the relevant indemnity;
 - 11.4.2 make no admission relating to the matter which is the subject of the indemnity without the Indemnifier's prior written consent;
 - 11.4.3 allow the Indemnifier to conduct and settle all negotiations and proceedings and give the Indemnifier all reasonable assistance (at the Indemnifier's reasonable expense); and
 - 11.4.4 use reasonable endeavours to mitigate its losses.

12 Liabilities

- 12.1 Nothing in this Agreement shall exclude or limit either party's liability for:
- 12.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
 - 12.1.2 fraud or fraudulent misrepresentation.
- 12.2 No party will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect) or for any special, indirect or consequential losses or damages.
- 12.3 Subject to Clauses 12.1 to 12.2, the GC's maximum aggregate liability, whether in contract, tort (including negligence), under any indemnity, or otherwise arising out of or in connection with this Agreement to all providers of data to the NUAR Platform (including the Data Provider) in the local authority / government, and transport sectors in any Financial Year will not exceed an amount equal to GBP one million five hundred thousand (£1,500,000).

12.4 Subject to Clauses 12.1 to 12.2, the Data Provider's maximum aggregate liability, whether in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement will not exceed GBP thirty five thousand (£35,000).

13 Events outside a party's control

13.1 Neither party will be responsible, nor in breach of this Agreement, for any delay or failure in carrying out obligations under this Agreement if the delay or failure is caused by circumstances beyond the reasonable control of the affected party. In such circumstances the affected party will notify the other party of any such likelihood as soon as possible and, where possible, indicate for how long that party is likely to be delayed. The affected party shall be allowed a reasonable extension of time to carry out its obligations in these circumstances.

14 Confidentiality

14.1 Subject to Clause 15, each party agrees:

- 14.1.1 to use Confidential Information of the other party only for the purposes of discussions between the parties relating to their business relationship, and for performing obligations and exercising rights granted under this Agreement;
- 14.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 14;
- 14.1.3 to notify the other party without delay of any unauthorised use, copying or disclosure of the other party's Confidential Information of which it becomes aware and provide all reasonable assistance to the other party to stop such unauthorised use, copying and/or disclosure; and
- 14.1.4 except as required by law, any order of a court of competent jurisdiction or by governmental or regulatory requirements (which shall include any requirements for disclosure under the *Freedom of Information Act 2000* and/or the *Environmental Information Regulations 2004*), not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 14 or with the other's prior written consent.

14.2 The obligations in this Clause 14 do not apply to any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

15 Freedom of Information

15.1 The parties acknowledge that each Impacted Party:

- 15.1.1 is subject to the requirements of the FOI Legislation and agrees to assist and cooperate with any Impacted Party to enable the Impacted Party to comply with its obligations under the FOI Legislation relevant to the NUAR Platform where applicable; and
- 15.1.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the other party but that it shall take reasonable steps to notify the other party of the Information Access Request (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the Freedom of Information Act 2000) to the extent that it is permissible and reasonably practical for it to do so.

15.2 Without prejudice to the generality of the above, the parties shall, and shall procure that the GC Parties or Data Provider Parties (as relevant) shall:

- 15.2.1 transfer to the Impacted Party's project lead (or such other person as may be notified by the Impacted Party to the other party) each Information Access Request relevant to the NUAR Platform that it or they (as the case may be) receive as soon as practicable and in any event within five (5) Business Days of receiving such Information Access Request, where applicable; and
- 15.2.2 in relation to Information held by any party on behalf of an Impacted Party, provide the Impacted Party with details about and copies of all such Information that the Impacted Party requests and such details and copies shall be provided within five (5) Business Days of a request from the Impacted Party (or such other period as the Impacted Party may reasonably specify), and in such forms as the Impacted Party may reasonably specify.

15.3 Each Impacted Party shall be responsible for determining in its absolute discretion whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request made to it in accordance with the FOI Legislation. The parties shall not respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the relevant Impacted Party.

16 Assignment, subcontracting and sublicensing

16.1 Except as provided in this Agreement, or as otherwise agreed from time to time, no party may assign, subcontract or sublicense their rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

16.2 The GC may novate, assign, subcontract, sublicense or otherwise transfer its rights and obligations under this Agreement to any other public sector body (including any public corporation or other similar body) in the UK by giving at least sixty (60) days' notice in writing to the other party.

17 Entire agreement

17.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties concerning its subject matter and replaces any previous such agreement (including any previously executed distribution agreement).

18 Waiver

18.1 The waiver on a particular occasion by either party of rights under this Agreement does not imply that other rights will be waived.

18.2 No delay in exercising any right under this Agreement shall constitute a waiver of such right.

19 Notices

19.1 Any Dispute Notice under this Agreement shall be in writing and delivered by hand or prepaid recorded delivery or first class post addressed to the recipient at its registered office (or such other address as notified to the other party in writing). Any other notice under this Agreement shall be in writing (including email) and shall be delivered by hand or prepaid recorded delivery or first class post addressed to the recipient at its registered office (or such other address as notified to the other party in writing) or by email to the following named individuals for each party at the email address set out below:

19.1.1 In the case of GC: [Onboarding Lead]

Email: [nuar-onboarding@cabinetoffice.gov.uk], cc'd to [nuar@cabinetoffice.gov.uk]

In the case of the Data Provider: [Head of Legal and Democratic Services]

Email: [c.griffiths2@npt.gov.uk, cc'd to m.roberts@npt.gov.uk]

or such other contact details as either party shall notify to the other in writing. Notices shall be deemed to have been received:

- a) if delivered by recorded first class post, two (2) Business Days after the notice was posted;
- b) if delivered by hand, on the next Business Day after delivery; or
- c) if delivered by email (communications and invoices only), at the time of sending or if such email is sent after 17:00 on a Business Day, at 09:00 on the next Business Day.

20 Contracts (Rights of Third Parties) Act 1999

20.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

21 Disputes, jurisdiction and governing law

21.1 The parties shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Agreement (“**Dispute**”) before resorting to litigation.

- 21.2 If the Dispute is not settled through discussion between representatives of the parties within a period of seven (7) Business Days of the date on which the Dispute arose, the parties may refer the Dispute in writing to a director or chief executive (or equivalent) (“**Senior Personnel**”) of each of the parties for resolution.
- 21.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the parties in dispute shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either relevant party may give notice to the other party (“**Dispute Notice**”) to commence such process and the Notice shall identify one or more proposed mediators.
- 21.4 If the parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Dispute Notice, either of the parties may apply to the Centre for Effective Dispute Resolution (“**CEDR**”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the parties or as those parties may otherwise agree in writing.
- 21.5 Where a dispute is referred to mediation under Clause 21.3, the parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 21.6 If the parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the parties’ authorised representatives, shall be final and binding on the relevant parties.
- 21.7 If either of the parties refuses at any time to participate in the mediation procedure and in any event if the parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Dispute Notice either of the parties may commence proceedings in accordance with Clause 21.10.
- 21.8 The parties shall continue to perform their obligations under this Agreement without delay or disruption while any Dispute is being resolved pursuant to this Clause 21.
- 21.9 No party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 21 and the requirements of this Clause 21 shall not apply in respect of any circumstances where such remedies are sought.
- 21.10 This Agreement shall be governed by and construed in accordance with English law. Without prejudice to this Clause 21, the parties submit to the exclusive jurisdiction of the English courts.

22 Signing

Signed for and on behalf of **Geospatial Commission**

Signature

Name

Title

Date

Signed for and on behalf of [*insert name of Data Provider*]

Signature

Name Michael Roberts

Title Head of Streetcare

Date 25th April 2022

Appendix 1 Definitions & interpretation

1.1 In this Agreement:

Expression	Meaning
Agreement	means this agreement (as amended or replaced from time to time in accordance with its terms)
Business Day	means any day excluding Saturdays, Sundays and bank holidays when banks are open for business in England
CEDR	has the meaning given to it in Clause 21.4
Commencement Date	means the date upon which an authorised representative of the last party to sign this Agreement does so
Confidential Information	means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party and is acquired by the other party in anticipation of or as a result of this Agreement
Contractor	means a third party that is granted written permission by a Licensee to access the NUAR Platform solely for the purposes of that Licensee's Licensed Use;
Data	means any information or datasets provided by any Data Provider for the purposes of participation in the NUAR Platform project and includes, as the context permits, Transformed Data and Data Updates
Data Provider Party	means any party who provides any information or datasets on behalf of the Data Provider for the purposes of participating in the NUAR Platform project and is listed as such in Appendix 6.
Data Updates	means updates, revisions and modifications to the Data that the Data Provider may provide (or provide access to) from time to time
Dispute	has the meaning given to it in Clause 21.1
Dispute Notice	has the meaning given to it in Clause 21.3
End User Licence	means a written licence to be click-accepted via the NUAR Platform pursuant to which a Licensee agrees to use the Data for its Licensed Use
Financial Year	means the period from 01 April in one year to 31 March in the following year.
FOI Legislation	means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry for Justice, or the Department of Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation
Geospatial Commission or GC	means the government body of that name with responsibility for commissioning the NUAR Platform
GC Party	means the GC's agents, contractors and sub-contractors of any tier and their directors, officers, employees and workers engaged in relation to the NUAR Platform project and the GC Parties shall be construed accordingly
Impacted Party	means a party which is affected by a claim under the FOI Legislation
Indemnifier	has the meaning given to it in Clause 11.4.1
Information	means information recorded in any form held by an Impacted Party or by the parties on behalf of an Impacted Party
Information Access Request	means a request for any Information under the FOI Legislation
IPR	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights

anywhere in the world whether or not registered and including applications for registration of any of them

Landowner

means the owner of land to which Data relates;

Licensed Use

means a Licensee's use of the Data for the purposes of:

- a) in respect of any Licensee other than the Data Provider and / or the GC:
 - i) safe digging, on-site efficiency, site planning, survey, ground investigation, data exchange, co-ordination, the avoidance of utility strikes and undertaking statutory duties in respect to the design, construction, maintenance, operation or improvement of underground assets under sections 79-82 of the New Roads and Street Works Act 1991; and / or
 - ii) carrying out safe working practices under the Health & Safety at Work etc. Act 1974; and / or
 - iii) any other rights that may be granted by the Data Provider to the Licensee in conjunction with the Licensee access to the NUAR Platform; and/or
 - iv) any other of the 'Licensed Use Examples' set out in Appendix 5; and/or
 - v) any use notified by the GC pursuant to Clause 5.1.1(e)(v);
- b) in respect of the Data Provider and / or the GC only, informing the future roll-out of the NUAR Platform on a national basis

Licensee

means:

- a) any employee of a Statutory Undertaker that is authorised by such Statutory Undertaker to access Data for its Licensed Use;
- b) any employee of a local authority that is authorised by that local authority to access Data for its Licensed Use;
- c) any employee of a Data Provider that is authorised by that Data Provider to access Data for its Licensed Use;
- d) any Contractor(s) engaged and authorised by a Statutory Undertaker, local authority, central government and central government agencies or Data Provider;
- e) the GC and the GC Parties; who have agreed to the terms of access of the NUAR Platform;

NUAR Platform

means National Underground Asset Register, a digital platform being developed by the GC that will allow Licensee's to view Data Providers' underground assets in accordance with an End User Licence

Senior Personnel

has the meaning given to it in Clause 21.2

Statutory Undertaker

means an organisation that operates within the United Kingdom, that is deemed to be a statutory undertaker under relevant legislation, which may include utility surveyors, landowners, water suppliers, electricity suppliers, gas suppliers, telecoms suppliers and authorities responsible for sewers

Trade Marks

means the trade marks shown in Appendix 2

Transformed Data

means Data that has been transformed into a form that can be uploaded onto the NUAR Platform

User Generated Points

means a point selected by the Licensee within the Data with a buffer zone radius of up to 250 metres

User Generated Polygons

means a polygon drawn by the Licensee within the Data

Utility Surveyor

means a person holding an accreditation as a professional utility survey practitioner.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 headings are inserted for convenience only and shall not affect the interpretation of any provision of this Agreement;
- 1.2.2 words in the singular include the plural and vice versa;
- 1.2.3 references to:
 - a) a Clause or an Appendix are to a Clause or Appendix of these terms and conditions; and
 - b) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision;
- 1.2.4 reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 a reference to **writing** or **written** includes email but not fax;
- 1.2.6 any words following the terms **including, include, in particular, for example** or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

Appendix 2 The Data Provider's Trade Marks

[TRADE MARKS PROVIDED WILL BE INSERTED HERE]

Appendix 3 Technological and security measures

The GC shall put in place the following arrangements in respect of the NUAR Platform in order that its fundamental design is “Secure by Default”¹

The GC shall have in place an appropriate security controls document with any third party supplier of the NUAR Platform covering the following topics at a minimum.

Any changes must align with best practice security guidelines and GC governance processes with Data Providers notified

1. Access Control

Access to the platform and underlying data shall be subject to access control, with access levels determined by the user’s organisation, role and business needs.

1.1. Access to Services

- Access must be based on the principle of least privilege dictated by role
- Privileged access to the system must be subject to privileged access management processes to ensure that privileged access is secure, audited and role- and time-limited
- The system must only expose explicitly authorised data to authorised end users
- The system must not allow direct communication between end users and back-end resources
- The system must be able to restrict access to users from specific geographics locations

1.2. Password Management and Complexity

- Passwords must be distributed separately from their associated user ID
- Passwords must only be reset where the identity of the individual has been identified
- Initial password values and reset password values must be unique
- A password change must take place on first logon for initial or reset passwords
- Passwords must be changed at a minimum agreed interval, which may be shorter for accounts with privileged access
- Passwords must be stored using one-way encryption and separately from other system data
- Password storage access must be restricted to appropriately privileged users only
- The system must not display or output passwords in clear text at any time
- Autocomplete of password fields must be disabled
- Passwords must follow industry best practice for minimum length and complexity and for disallowed content

1.3. Account Management

- All login credentials must be unique to individual users
- User IDs must be a minimum length in line with industry best practice
- Any previously used user IDs must not be reused
- Login screens must only present the minimum amount of information required for access authentication
- User login validation must only take place once all of the user information has been input
- Authorised users must be authenticated using multi-factor authentication (MFA). It is desirable that the device used for MFA is not the same device on which the user is using the platform
- Login failures must not result in the disclosure of any detailed system or user information
- Accounts must be reviewed at agreed intervals to confirm their requirement is still valid
- Accounts must be disabled in a timely manner once they are no longer required and immediately if any misuse is suspected
- User audit trails must be retained even if the user account is disabled and organisations will have access to details of searches and enquiries, which contain their organisation's assets, and confirmation of acceptance of the Platform Terms and Conditions

1.4. Account Lockout

- User sessions must be terminated after an agreed period of inactivity and all protected information removed from the screen
- Users must be limited to a single session

¹ <https://www.ncsc.gov.uk/information/secure-default>

- User IDs must be locked out following a defined number of failed logon attempts, and failed logon attempts must be recorded.

2. Communication Security

2.1. Information Transfer

- All data in transit (including cookies) must be encrypted to a secure standard (TLS 1.2 minimum)
- HTTPS content caching must be disabled
- System responses must not include version information about the web server components
- Any data transferred into the system must be validated for conformance against expected parameters

2.2. Network Security

- Any internet-facing services must be protected by at least a layer seven Web Application Firewall appropriately configured with Allow/Deny listings and port access rules
- The system must be protected from a DDoS style attack with upstream protection and graceful degradation built in²
- Any internet-facing forms must be protected by a server-side validated CAPTCHA and must validate expected input before submission
- All servers must have host-based firewalls enabled and be configured for least privilege

2.3. Ingestion of External APIs

- Recommendations for the ingestion of external APIs, including additional Security Controls for the system, and security recommendations for the external element of any API ingestion subsystem are supplied in Appendix I³

3. Cryptography

3.1. Cryptographic Controls

- Cryptographic keys must be in line with industry best practice (minimum 256 bits for symmetric keys and 2048 bits for Asymmetric keys)
- Cryptographic keys must be protected against modification and loss
- Minimum standards must be defined for ciphers, protocols and hashing algorithms
- A recognised library must be used for cryptography algorithms
- Private keys must be transferred securely between components (minimum of AES 256)

3.2. Certificate Management

- Certificates used for redundancy must have different expiry dates
- Internally signed certificates must be capable of being revoked
- A cloud Hardware Security Module provisioned separately from the main system must be used for the storage of certificates

4. Operations

4.1. Logging and Monitoring

- All log events must:
 - include timestamps in a form that ensures consistency across time zones
 - be retained for an agreed minimum period
 - be generated at all levels of operation (e.g. operating system, database, application)
- Logs must be stored separately to other system data and subject to regular monitoring (it must be possible to forward all logs to a central logging platform for security monitoring)
- Logs must be protected by strong authentication and privileged access management controls. Privileged access management should be used to constrain privileged user access.
- Logs should be centralised to allow for proficient security monitoring and response, and secured with appropriate security controls such as firewalls to stop attackers from pivoting into this part of the system.

²<https://www.ncsc.gov.uk/collection/denial-service-dos-guidance-collection/preparing-denial-service-dos-attacks1>

³<https://docs.google.com/document/d/1qinRbpH3GB01qt-wpH3QIa-Y-TqZxvASk7l16iBwE08/edit?usp=sharing>

- 4.2. Protection from Malware and Technical Vulnerability Management
 - All components in the system must be protected against malware and malicious software⁴
 - Any data received into the system must be scanned for malware and malicious code
 - Subsystems allowing the import of new data into the system should be segregated from other components to allow separate, isolated scanning and diagnosis of incoming data
 - Anti-malware software should be updated as soon as practicable after an update becomes available
 - System components should be separated by firewalls and VLANs where practicable to restrict the spread of breaches or infections
 - The system must be scanned for vulnerabilities on a monthly basis
 - Critical and High rated patches must be applied as soon as practicable after the patch has been released by the vendor
 - Application of patches should be managed to ensure that all patches are not applied at the same time to avoid negative impact on the system
- 4.3. Security Breaches and Near Misses
 - Reporting processes must be defined
 - Handling and investigation processes must be defined
- 4.4. End User Device Security
 - Requirements and recommendations for end user device security must be defined and agreed with End User organisations
 - Role-based access and principle of least privilege, as referenced elsewhere, should be used to mitigate end user device risks
 - Security standards for end user devices should be defined as part of acceptable use terms
5. System Acquisition, Development and Maintenance
 - 5.1. System Security Requirements
 - All data at rest must be encrypted to an agreed secure standard in line with industry best practice
 - All system data must be hosted within the United Kingdom
 - Any operating system must be built to industry best practice methods and security configurations
 - The system must not be vulnerable to the OWASP Top 10 vulnerabilities⁵
 - 5.2. Assurance
 - There must be regular reviews of security requirements, audit requirements and system architecture
 - There must be regular penetration testing of the system by a CHECK approved provider. Penetration testing must be carried out at least annually, and after significant changes which may impact security.
6. Personnel Security
 - 6.1. Personnel Security Requirements
 - Role-based security clearance requirements will be defined for Supplier and End User personnel
 - 6.2. Security training and awareness requirements will be defined, including recommendations and standards for security-minded communication in all project communications.

⁴ <https://www.ncsc.gov.uk/guidance/mitigating-malware-and-ransomware-attacks>

⁵ <https://owasp.org/www-project-top-ten/>

Appendix 4 Data Format and Delivery Requirements

Asset owners agree to provide as a minimum data format and delivery conformance requirement:

- 2D geometry information which allows each feature to be located and visualised on a map within the UK
- Metadata which allows the owner/operator of each feature to be identified and the coverage of their supplied data
- Data updated, or confirmed to be up to date, at least every 3 months

Appendix 5 Licensed Use Examples

These examples are for illustrative purposes only and do not constitute an exhaustive list of all future cases, nor are they complete or certain to feature in the NUAR Platform.

Use case	User needs	Reason	Additional data required
Coordination of streetworks	<i>Asset owners / local authorities</i> need to have access to all available underground asset data, maintenance plans and to integrate with street works registers	So to better coordinate streetworks for utility maintenance, leading to less overall disruption	Utility maintenance programmes referenced to XY coordinates (and other linked identifiers)
Aligning with street works notifications	<i>Asset owners / local authorities</i> need to make sure that the execution of works is a single process for the asset owners	So to remove duplication and rework in the process of notifying and agreeing execution for works particularly in complex environments	Street works notifications systems data
Emergency response	<i>Emergency responders</i> need to access up to date underground asset data live	So to better understand an emergency involving utility assets and can take immediate informed action	Risk assessments, environmental data, relevant above ground info (land use etc), UxO.
Flood risk planning	<i>Government planners</i> need to integrate location and condition of subsurface waterways (sewers, culverts) with environmental data and current flood protection	So to understand and have a holistic view of the entire urban environment to better plan for and mitigate flood events	Variety of data, including environmental (Met Office, EA, BGS, SUDS), government (Resilience Direct) and more
Subsurface Infrastructure development	<i>Designers and Engineers</i> need access to up-to-date buried infrastructure and geotechnical data to optimise routes of tunnels and design of basements/foundations	So to have the best available information to reduce construction costs and optimise site investigations	Data on housing stock, basement depths, foundation types (partly through the planning portals) BGS data (geology, hydrogeology, boreholes) other buried infrastructure (service tunnels)

Appendix 6 – Data Provider Parties

[Insert]

Mae'r dudalen hon yn fwriadol wag

Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary: Joining the Government Geospatial Commission's National Underground Assets Register (NUAR). The NUAR has been described as an interactive, digital map of underground pipes and cables that will revolutionise the way we install, maintain, operate and repair our buried infrastructure.

Service Area: Streetcare

Directorate: Environment

2. Does the initiative affect:

	Yes	No
Service users (council, statutory undertakers & private contractors)	✓	
Staff	✓	
Wider community		✓
Internal administrative process only	✓	

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		✓				The initiative should have no direct impact on people with protected characteristics.
Disability		✓				
Gender Reassignment		✓				
Marriage/Civil Partnership		✓				
Pregnancy/Maternity		✓				
Race		✓				
Religion/Belief		✓				

Sex		✓				
Sexual orientation		✓				

4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/ How might it impact?
People's opportunities to use the Welsh language	✓				L	The new platform is a UK Gov backed initiative, and so this would not be bi-lingual. This system is only accessed by a relatively small portion of people (i.e. private operators, contractors and local authorities), and is not intended to be available to the wider community. There is a separate initiative, currently in development with Welsh Government called 'Data Map Wales', that would be accessible to a wider audience and would give people opportunities to use the Welsh Language.
Treating the Welsh language no less favourably than English		✓				

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

	Yes	No	Details
Long term - how the initiative supports the long term well-being of people	✓		The NUAR project embraces the sustainable development principle, by improving access to better location data, potentially reducing risks of accidental asset strikes, and thus reducing any further delay to the public and businesses. The NUAR project has four key missions;
Integration - how the initiative impacts upon our wellbeing objectives	✓		

Involvement - how people have been involved in developing the initiative	✓		<ul style="list-style-type: none"> ● Promoting and safeguarding the use of location data ● Improving access to better location data ● Enhancing skills, capabilities and awareness ● Enabling innovation <p>And has been built on existing initiatives and evidence from</p> <ul style="list-style-type: none"> ● Research projects such a VISTA, Mapping the Underworld and Project Iceberg ● London's Highways Apparatus Data Exchange System (HADES) project 2017 ● Northumbrian Water Group 2018 Innovation Festival ● Scottish Roadworks Commissioner VAULT system ● Operational Systems in the Netherlands, Belgium and Germany ● NUAR Pilot Projects from 2019-2020 <p>There has also been continued consultation at a local level via a Welsh NUAR user group/working party, including Council and Utility representatives from all over Wales.</p>
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	✓		
Prevention - how the initiative will prevent problems occurring or getting worse	✓		

6. Declaration - based on above assessment (tick as appropriate)

A full impact assessment (second stage) is not required	✓
Reasons for this conclusion	
After completing the first stage assessment it has been determined that this initiative does not require a full Impact Assessment (second stage).	


This initiative does not involve the general public and would have no adverse impact on people who share protected characteristics or on people's ability.

The new platform would have a positive impact on the service users, which include the council, statutory undertakers (utility companies, such as gas, electric, clean water/sewers and telecoms), and private contractors, all of which would benefit from a single point of contact for asset searches.

Staffing pressures would need to be carefully considered as the full onboarding is likely to require investment. Whilst there would not be any additional resource requirements to remain outside of the NUAR platform, onboarding of the NUAR project, at any level, will require an element of additional resource allocation. This is not a strategic issue that requires a full IIA, however, the options report would need to provide details on the additional resource required for the differing levels of inventory collection and data ingestion.

This system would not be a bi-lingual service, however, this would be countered with a parallel system being developed by Welsh Government, called 'Data Map Wales' that would provide related data to a wider audience.

The NUAR project embraces the sustainable development principle, by improving access to better location data, potentially reducing risks of accidental asset strikes, and thus reducing any further delay to the public and businesses.

	Name	Position	Signature	Date
Completed by	Aled Jones	Network and Programme Manager		20th September 2022
Signed off by		Head of Service/Director		

NEATH PORT TALBOT COUNCIL

Environment, Regeneration and Streetscene Services Cabinet Board

28th October 2022

Report of the Head of Legal and Democratic Services Craig Griffiths

Matter for Decision

Wards Affected:

Cwmllynfell and Ystalyfera

Proposed Extinguishment Order and Creation Order for parts of footpath no's 85, 86 and 87 at Gelliwarog Farm.

Purpose of the Report

1. To determine whether to make an extinguishment order to remove three sections of public footpaths that join at the yard of Gelliwarog Farm.
2. To determine whether to make a creation order for alternative paths which bypass Gelliwarog Farm.

Executive Summary

3. This report proposes to make an extinguishment order for 3 footpaths at Gelliwarog Farm, whilst simultaneously creating alternative paths in their place.

4. The reason for the proposal is on the grounds of public safety, to allow the public to avoid waking across a working farmyard.

Background

5. The Definitive Map and Statement show three public footpaths all meeting at a working farmyard at Gelliwarog Farm.
6. The owners of the farm state that having the public walk through the farmyard raises concerns for public safety. The farmyard is used daily for the movement of livestock and also has vehicles driving into and out of the yard. In addition, as the location is quite remote, the owners raise concern about their own security with the footpaths passing alongside the farmhouse.
7. Accordingly, consideration can be given to an extinguishment order to remove these three paths from passing through the yard, provided that alternative paths are offered by means of a creation order.
8. Usually moving a path from one position to another would be done via a diversion order, but since three paths meet at one point, this would only be possible if it were done in two stages; a more appropriate method is to make an extinguishment order and creation order at the same time.
9. A plan attached at appendix 2 identifies the footpaths using a series of letters at various locations.

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

10. The first test is that the Council must be satisfied that it is expedient that the length of paths shown A-F-B, and F-G-H-I-E should be extinguished on the basis that these paths are not needed for public use.
11. One of the grounds for deciding that a public path is not needed for use is that there are suitable alternatives in place, namely A-B which substitutes for A-F-B and C-D-E which provides an alternative to F-G-H-I-E.
12. The second test concerns whether or not having made the order, the Council can justify confirming that order. It must have regard to the extent

to which the path is likely to be used and having regard to the effect the extinguishment of the path would have on the land served by the path.

13. In this case the alternative to A-F-B via A-B is a more convenient route and at a slightly higher elevation avoiding the yard. The path A-B enables the public to continue in either direction, therefore the extinguishment of the section A-F-B will have no adverse effect.
14. Regarding the length F-G-H-I-E, the owners of the land have indicated that due to the boggy nature of the field between points H-I-E, they do not recall ever seeing anyone attempting to use this section and so have never needed to provide a stile or gate at points H and I. As such it is their view that there will be no loss to the public if this path is extinguished. The alternative being offered does pass over slightly firmer grounds between points C-D though still remains wet underfoot between D-E.
15. 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 paths pass over the applicants land and it is they who have requested the changes to the network. Consequently, it is not envisaged that anyone would be able to claim compensation for the loss of this path.
16. In deciding whether to confirm an order, the Council should also take account of any material provision of its Rights of Way Improvement Plan Section 4.1.4 and 4.1.6 are the most relevant
17. The extinguishment order would therefore improve the network around Gelliwarog farm.

Grounds for a Creation Order

18. 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.
19. The path A-B provides an improved alternative to that which passes through the yard A-F-B. It is at a slightly higher elevation and so provides better views and contains one pedestrian gate, as does the existing path.

The difference being is that there is gate located at point A rather than the existing at point B. As such it is considered this path would be more convenient than the existing and ultimately avoid users having to pass through the yard.

20. The path C-D-E is not defined on the ground but would provide access as a substitute for the route F-G-H-I-E. It crosses two fields with the section C-D being more elevated than the whole of F-G-H-I-E. It provides better views across the area and whilst partly boggy, does not cross such saturated and wet grounds as the existing length F-G-H-I-E. Gates are position at points C and D whereas there are three field boundaries to cross via the exiting section.

Conclusion

21. In deciding whether to confirm an order, the Council should also take account of any material provision of its Rights of Way Improvement Plan.
22. In Section 4.1.4, it states that the rights of way network is not static and whilst extinguishments are rare, there is a tendency to divert paths on to more appropriate routes.
23. In Section 4.1.6, it states that the rights of way network is an historic one which does not always meet current needs, and that opportunities to improve access provision are actively pursued.
24. It is considered the making of this order will assist in providing two acceptable alternative paths to the existing lengths which are less suitable.
25. It is considered the making of this order will resolve the issue around concerns for public safety and provide a more suitable means of access in the vicinity of this farmyard.

Financial Impacts

26. There are no financial implications with this report.

Integrated Impact Assessment

27. 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

28. There are no valley community impacts associated with this report.

Workforce Impacts

29. There are no workforce impacts associated with this report.

Legal Impacts

30. 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 have been set out above.

Risk Management Impacts

31. Given the problems the owners have highlighted, it is considered necessary to make every effort to resolve this matter. As such it would be for the convenience of both the public and the owners of the farm.

Consultation

32. 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 and Local Members.

Recommendations

33. 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-F-B and F-G-H-I-E 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.
 - That a public path Creation Order is made pursuant to Section 26 of the Highways Act 1980 in respect of the route shown A-B and C-D-E 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

34. That the orders be made as it is considered expedient to remove the junction of these three paths from the yard of Gelliwarog farm and provide the public with formal access across the land in substitute for the existing lengths concerned.

Implementation of Decision

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

Appendices

36. Appendix 1 Integrated Impact Screening Assessment
37. Appendix 2 Plan for Footpath Nos. 85, 86 and 87 Community of Cwmllynfell.

List of Background Papers

38. None.

Officer Contact

Neil Chapple
Legal Regulatory Services Manager
Email: n.chapple@npt.gov.uk
Tel: 01639 763050

Mae'r dudalen hon yn fwriadol wag

Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary: Proposed extinguishment order and creation order for parts of footpath no's 85, 86 and 87 at Gelliwarog Farm.
Service Area: Legal and Democratic Services
Directorate: Chief Executives

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 parts of the two paths from passing through the yard of the farm. It has no impact of this protected characteristic.
Disability		x				The effect of the proposed order would be to remove part of the two paths from

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

						However, it has no impact on this protected characteristic.
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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 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,		x				The proposal has no effect on biodiversity given it is concerned with removing the legal status of a public path.

such as air quality, flood alleviation, etc.						
--	--	--	--	--	--	--

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

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	Yes	No	Details
Long term - 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.
Integration - how the initiative impacts upon our wellbeing objectives	x		The initiative will further allow the focusing of existing human and financial resources upon the 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.
Involvement - 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.
Collaboration - 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.
Prevention - how the initiative will prevent problems occurring or getting worse	x		This initiative will reconcile the security and safety problems associated with these public paths passing through a working farmyard.

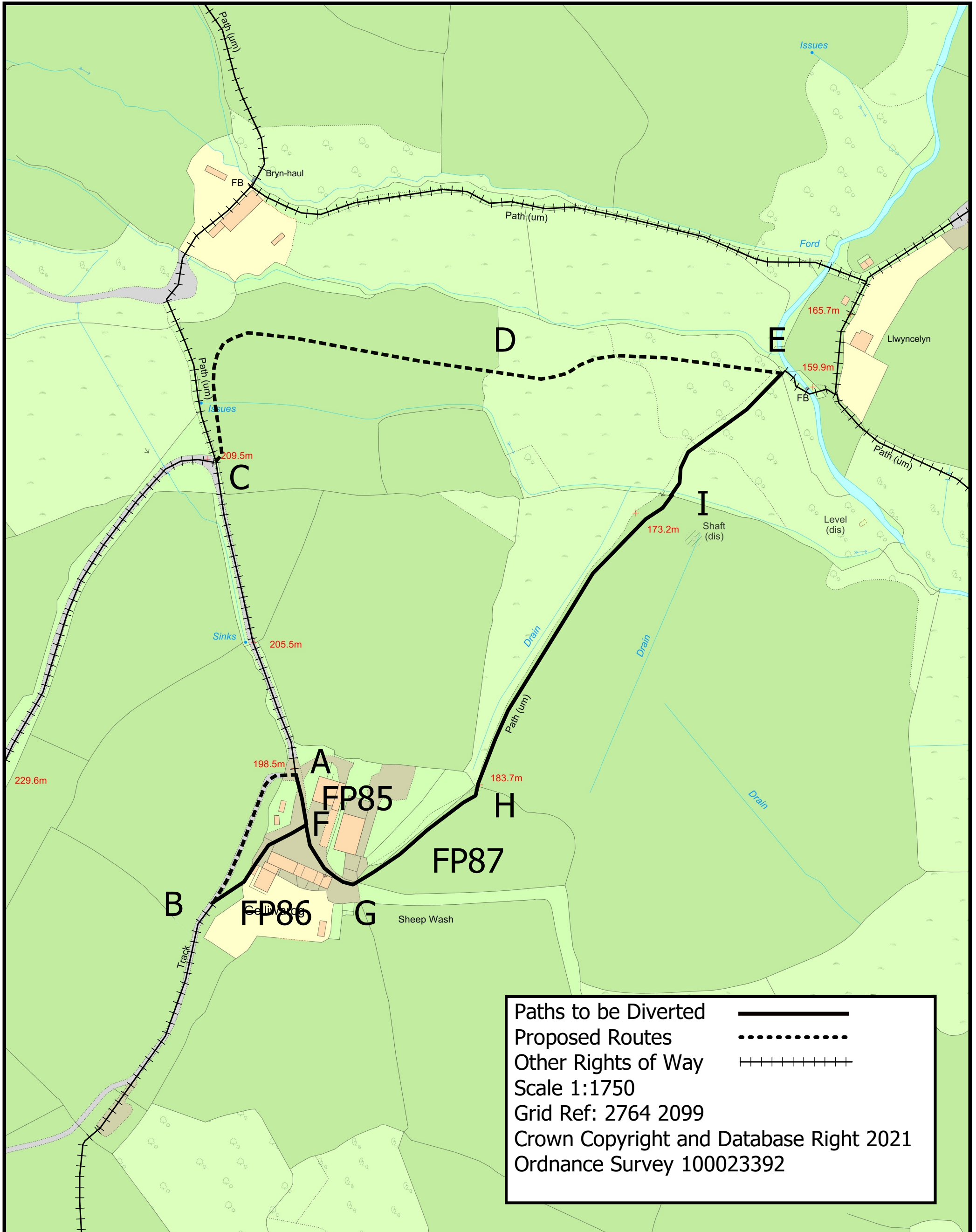
7. Declaration - based on above assessment (tick as appropriate):

A full impact assessment (second stage) is not required	X
Reasons for this conclusion	
<p>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 an issue by giving effect to the removal of paths passing through the yard of Gelliwarog farm.</p>	

	Name	Position	Date
Completed by	Michael Workman	Definitive map officer	
Signed off by	Craig Griffiths	Head of Legal and Democratic Services	

Mae'r dudalen hon yn fwiadol wag

Proposed Diversion of Footpaths 85, 86 & 87 Llanguicke



Mae'r dudalen hon yn fwriadol wag

NEATH PORT TALBOT COUNCIL

Regeneration and Sustainable Development Cabinet

28th October 2022

Report of the Head of Legal and Democratic Services Craig Griffiths

Matter for Decision

Wards Affected:

Cwmllynfell and Ystalyfera

Proposed Extinguishment Order for parts of footpath No.233 positioned between Maengwyn and Cwmdu in the Community of Ystalyfera

Purpose of the Report

1. To decide whether to make an order to remove that section of path which has been obstructed by a housing development since the 1960's.

Executive Summary

2. 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 three properties and subsequently has been closed to the public from the 1960's.

Background

3. This is a long outstanding issue, in that the Definitive Map and Statement continues to show a public path running through three houses and four garages.
4. The path shown A-B-C-D on the attached plan was never diverted via an alternative route shown A-E-F-G on the attached plan. This was proposed at the time the houses were built, but was never progressed. However, the path was closed 6 years ago.
5. The proposed alternative path was closed 6 years ago and in any event is considered unsuitable as highlighted in paragraph 13 below. In addition, a convenient existing alternative can be used via the footway of Maengwyn and Pencwmdu estate roads.
6. Since the original alternative path was closed, no complaints have been received and it therefore appears there are good grounds for extinguishing the existing section of path A-B-C-D which passes through these houses.

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

7. The first test is that the Council has to be satisfied that it is expedient that the path shown on the attached plan A-B-C-D should be stopped on the basis that the path is not needed for use.
8. Clearly the path cannot be used due to the housing development. However, there is a suitable means of walking to and from the two points of the path at points A and D by walking west from point A via the footway of Maengwyn and Pencwmdu or north from point D.
9. 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 and 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.

10. 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 whose houses have built on the path, to have its legal status removed. Therefore, this second test can be satisfied. As a consequence, it is not envisaged that anyone would be able to claim compensation for the loss of this path.
11. 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".
12. The extinguishment order would remove a path that is a continuation of the same numbered path which lies within the road known as Maengwyn and the access track to Cilmaengwyn lchaf farm to the north of point A. Accordingly, the remainder of footpath 233 has lost its original purpose as it has been subsumed into the adopted highway.

Possible use of the alternative path A-E-F-G.

13. This path was set out when the housing development took place but was not made the subject of a diversion order to replace the current path A-B-C-D and so was never registered as a public path.
14. It is not known what use was made of this path before it was closed 6 years ago by the installation of a small gate at point A and a 3 metre high metal fence at point F.
15. No complaints have been received since its closure, the length between points A and E passes between two breeze block walls creating an alleyway and the remainder of the path emerges into the yard of 17 garages. This path does not contain street lighting, whereas the route via the footways of the estate does and so the alternative is considered less suitable.
16. The distance from points A-B-C-D is 121 metres, between A and D via Maengwyn and Pencwmdu is 184 metres and between A-E-F-G is 167 metres, therefore there is no significant increase in the distance for the

public using the footway, as opposed to the possibility of utilising the now close alternative path.

17. It is considered the making of this order will resolve an outstanding issue and the additional distance of using the estate road as opposed to opening the nose closed alternative 17 metres which could be considered insignificant.

Financial Impacts

18. There are no financial implications associated with this report.

Integrated Impact Assessment

19. 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

20. There are no valley community impacts associated with this report.

Workforce Impacts

21. There are no workforce impacts associated with this report.

Legal Impacts

22. 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

23. The section of path under consideration has been obstructed since the 1960's. It is no longer needed due to the change in character of the area

since the Definitive Map was produced. Therefore 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

24. 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 Members and Tai Tarian who own some of the land. Additionally those households who are affected by the line of the existing path as well as the householder whose property is alongside the now closed alternative path. The only response that was received came from the Neath Port Talbot Ramblers Association who support the extinguishment of the path.

Recommendations

25. It is recommended, that having due regard to the integrated impact screening assessment, that public path Extinguishment Order is made pursuant to Section 118 of the Highways Act 1980 in respect of the route shown A-B-C-D shown on the attached plan. If no objections are received to the order then this order also be confirmed as unopposed.

Reasons for Proposed Decision

26. That the current proposal be implemented for the following reasons:-
- (a) There is a need to resolve the depiction of a public path running through houses when a suitable alternative exists.
 - (b) The alternative originally provided was never made the subject of a diversion order at the time of the housing development. Yet since its closure there has not been any demand to have it reopened.
 - (c) That due to the existence of the estate roads within the housing development, a suitable alternative is available via the footways which further supports the case that the path A-B-C-D is not needed.

Implementation of Decision

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

Appendices

28. Appendix 1- Impact Assessment
29. Appendix 2 - Plan

List of Background Papers

30. None.

Officer Contact

31. Neil Chapple
Legal Regulatory Services Manager
Email: n.chapple@npt.gov.uk
Tel: 01639 763050

Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary: To assess the merits of making an extinguishment order to regularise access between Maengwyn and Cwmdu, in the Community of Ystalyfera.

Service Area: Legal Services

Directorate: Finance and Corporate Services

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 orders will be to formalise the current access that is enjoyed by members of the public
Disability	x					The existing alternative route is via a footway.

Gender Reassignment		x				The proposed extinguishment has no impact on this protected characteristic
Marriage/Civil Partnership		x				The proposed extinguishment has no impact on this protected characteristic
Pregnancy/Maternity		x				The proposed extinguishment has no impact on this protected characteristic
Race		x				The proposed extinguishment has no impact on this protected characteristic
Religion/Belief		x				The proposed extinguishment has no impact on this protected characteristic
Sex		x				The proposed extinguishment has no impact on this protected characteristic
Sexual orientation		x				The proposed extinguishment 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 relate 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 affect on biodiversity given it is concerned with regularising 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 affect on biodiversity given it is concerned with recognising current access enjoyed by the public

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

	Yes	No	Details
--	-----	----	---------

Long term - 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
Integration - 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.
Involvement - how people have been involved in developing the initiative	x		The initiative builds upon the consultation with all the stakeholders concerned before coming to a recommendation
Collaboration - 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
Prevention - how the initiative will prevent problems occurring or getting worse	x		The initiative will reconcile the unresolved issue of the original path being obstructed.

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

A full impact assessment (second stage) is not required	x
Reasons for this conclusion	
Based on 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	
A full impact assessment (second stage) is required	

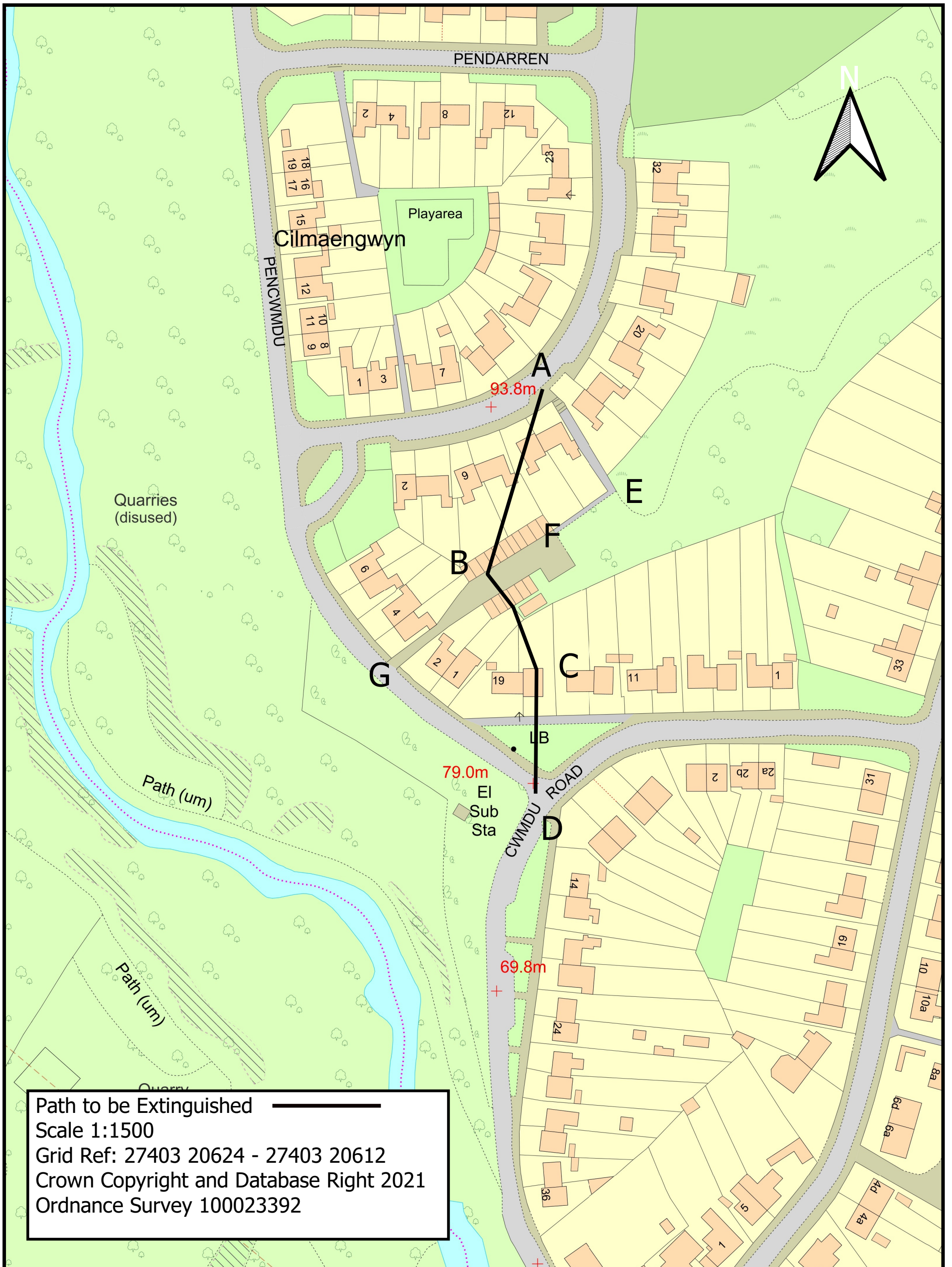
Reasons for this conclusion

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Tudalen80

	Name	Position	Date
Completed by	Michael Workman	Definitive Map Officer	
Signed off by		Head of Legal and Administrative Services	

Extinguishment of Footpath 233 Llanguicke



Path to be Extinguished ———
Scale 1:1500
Grid Ref: 27403 20624 - 27403 20612
Crown Copyright and Database Right 2021
Ordnance Survey 100023392

Mae'r dudalen hon yn fwriadol wag



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
ENVIRONMENT, REGENERATION AND STREETSCENE
SERVICES CABINET BOARD

28th October 2022

Report of the Head of Engineering & Transport – D.W.Griffiths

Matter for Decision

Wards Affected: Neath North

Proposed off-street Traffic Regulation Order on Mackworth Yard and Traffic Regulation Order on Fairfield Way in association with the Leisure and Retail Development, Neath.

Purpose of the Report:

To obtain Members approval to advertise the above off-street traffic regulation order and traffic regulation order as indicated in Appendix A and Appendix B.

Executive Summary:

The report outlines the proposed off-street traffic regulation order and traffic regulation order and the reason why the orders are required.

Background:

The new Neath Leisure and Retail Development at Wind Street, Neath has planning approval conditions that require various traffic regulation orders both on the highway and on off-street, these are considered in the interest of road safety. As part of the proposals, an off-street traffic regulation order is required on Mackworth Yard to provide an overflow stopping area for Taxis. A traffic regulation order is also required on Fairfield Way to ensure that the access/egress to the loading/unloading area of the development is kept clear from indiscriminate parking.

The proposed traffic regulation orders are a 'Prohibition of Stopping at Any Time Except Taxis' (Mackworth Yard) and a 'Prohibition of Waiting, Loading and Unloading at Any Time' (Fairfield Way).

The proposed schemes are indicated in Appendix A and Appendix B.

Financial Impacts:

The scheme is to be funded by the Council's Capital Programme.

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 C, has indicated that a more in-depth assessment is not required. A summary is included below:-

A full impact assessment is not required as the proposed traffic regulation orders will provide a safe environment for all highway users.

Valleys Communities Impacts:

There are 'No Implications' associated with this report.

Workforce Impacts:

There are 'No Implications' associated with this report.

Legal Impacts:

The scheme is to be advertised for a 21 day period as part of the statutory process.

Risk Management Impacts:

There are no risk management impacts associated with this report.

Consultation:

A consultation exercise will be undertaken when the scheme is advertised.

Recommendations:

Having had due regard to the integrated impact assessment it is recommended that approval is granted to advertise the off-street traffic regulation order on Mackworth Yard and the traffic regulation order on Fairfield Way in association with the new Retail and Leisure Development, Neath. (As detailed in Appendix A and Appendix B to the circulated report) and if no objections are received that the proposals are to be implemented on site as advertised.

Reasons for Proposed Decision:

The proposed traffic regulation orders will prevent indiscriminate parking and facilitate the passage of vehicular traffic in the interest of road safety.

Implementation of Decision:

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

Appendices:

Appendix A – Plan– Proposed No Stopping Except Taxis – Mackworth Yard, Neath

Appendix B – Plan – Neath Leisure and Retail Development -Fairfield Way, Neath – Proposed Traffic Regulation Order

Appendix C – Integrated Impact Assessment.

List of Background Papers:

None.

Officer Contact:


Mr Martin Brumby,
Engineering & Transport
Tel. No. 01639 686013
Email m.brumby@npt.gov.uk

Mr Ryan L. Jones,
Engineering & Transport
Tel. No. 01639 686771

Email r.jones15@npt.gov.uk

Mae'r dudalen hon yn fwriadol wag

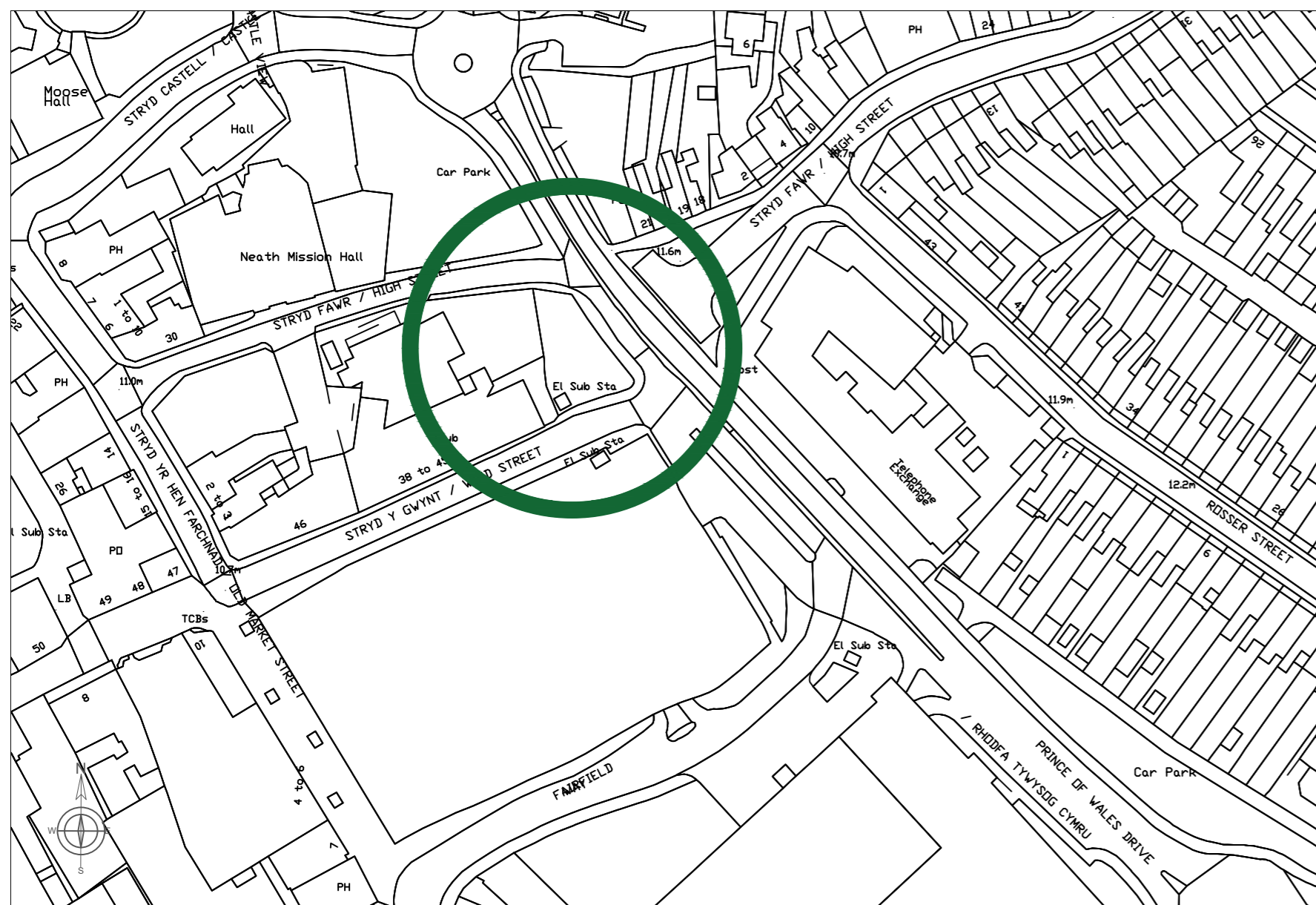
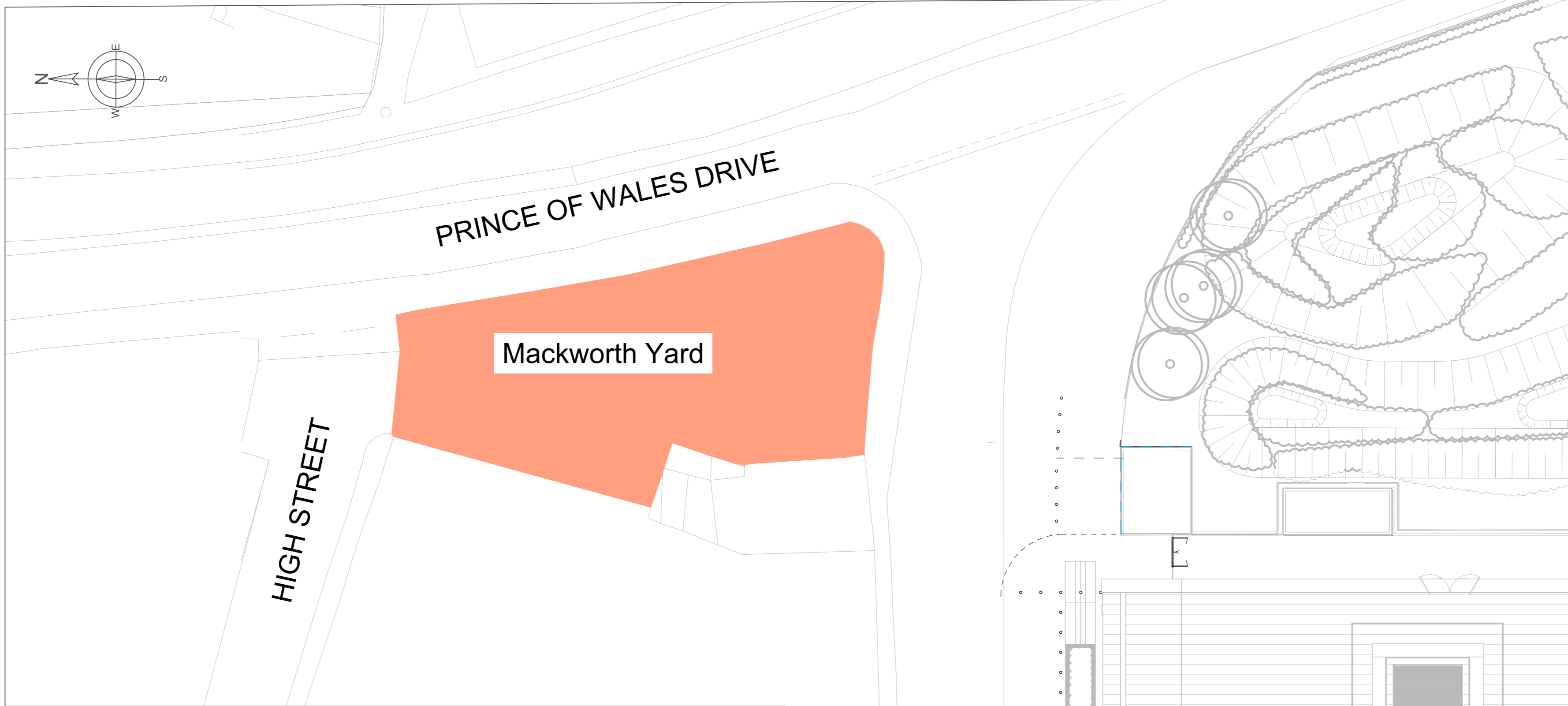
1. All dimensions are in millimetres unless otherwise stated.

 Extent of No Stopping Except Taxis Order in Mackworth Yard

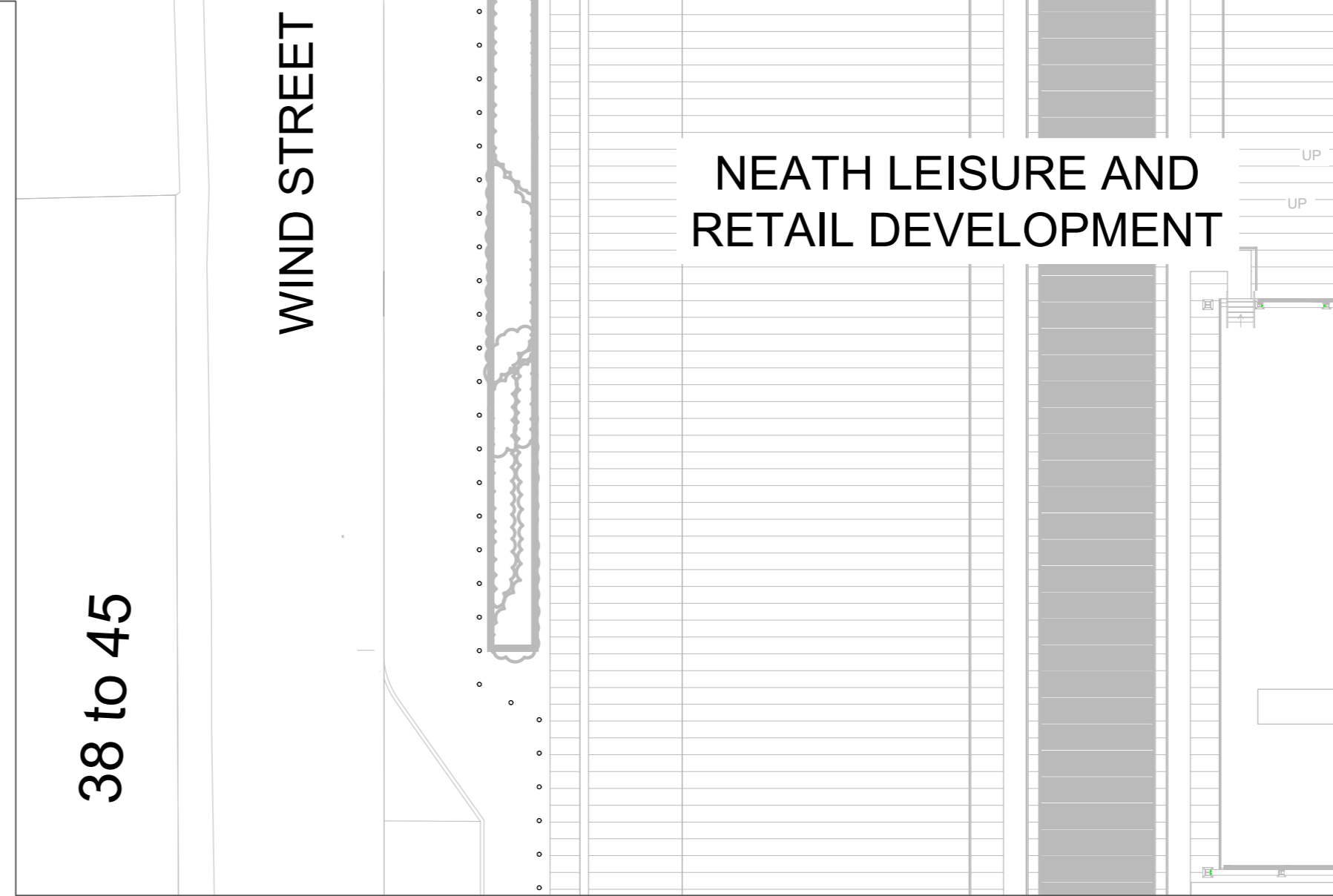
Drig. No.

Tudalen 89

Job Title



SITE LOCATION - SCALE 1:1250



EXTENT OF SITE FOR SURVEY - SCALE 1:2000

'APPENDIX A'

Rev	Details	Dr	Ch	Ap	Date

Client



Job Title
PROPOSED NO STOPPING EXCEPT TAXIS
MACKWORTH YARD NEATH


File No.	Financial Code No.
Drawn RLJ	Checked MCB Approved HHH
Date AUG'22	Date AUG'22 Date AUG'22
Scales As Detailed	Status PRELIM

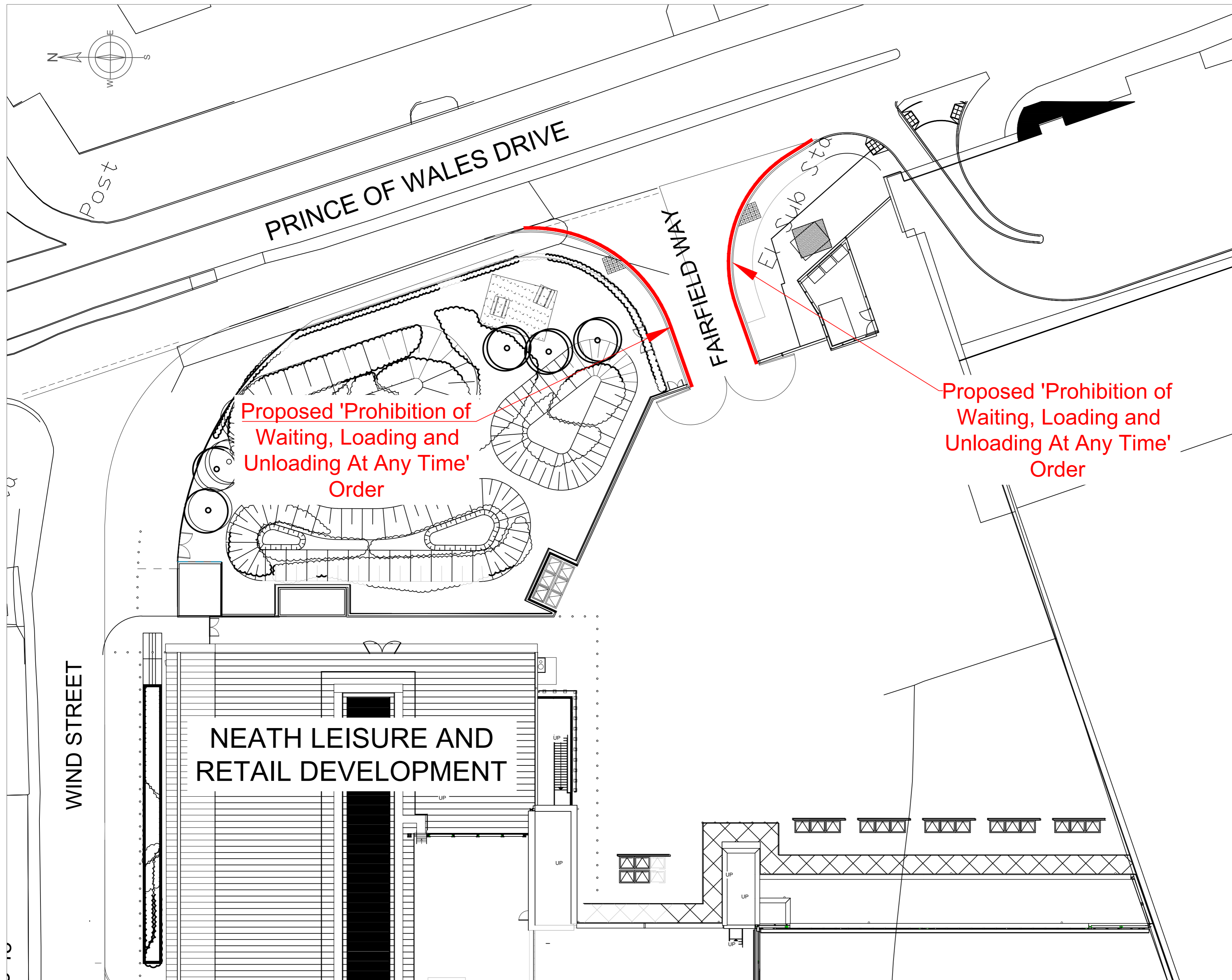
Drawing No. **D31970_NLRD_MackworthYard**

Mae'r dudalen hon yn fwrriadol wag

1. All dimensions are in millimetres unless otherwise stated.

KEY:-

 Proposed 'Prohibition of Waiting, Loading and Unloading At Any Time' Order



Dwg. No.

Tudalen 91

Job Title

'APPENDIX B'

Rev	Details	Dr	Ch	Ap	Date

Client



ENGINEERING AND TRANSPORT
 NICOLA PEARCE BSC (Hons), Dip TP, MRTPI
 DIRECTOR OF ENVIRONMENT AND REGENERATION
 THE QUAYS, BRUNEL WAY
 BAGLAN ENERGY PARK
 NEATH SA11 2GG

Job Title
 NEATH LEISURE AND RETAIL DEVELOPMENT
 FAIRFIELD WAY, NEATH
 PROPOSED TRAFFIC REGULATION ORDER

File No.	Financial Code No.	26/007500/B051/300949			
Drawn	RLJ	Checked	MCB	Approved	HHH
Date	SEPT'22	Date	SEPT'22	Date	SEPT'22
Scales	As Detailed	Status	PRELIM		
Drawing No.	D31970_NLRD_FW				

TRAFFIC REGULATION ORDER LAYOUT - SCALE 1:250 @ A2

Mae'r dudalen hon yn fwrriadol wag

1. Details of the initiative

Initiative description and summary: Proposed off-street Traffic Regulation Order on Mackworth Yard and Traffic Regulation Order on Fairfield Way in association with the Leisure and Retail Development, Neath.

Service Area: Engineering and Transport

Directorate: Environment and Regeneration

2. Does the initiative affect:

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

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		N			L	There is no negative impact as the scheme is minimal, solely consisting of an area where hackney carriages can wait and filter onto the on-street hackney carriage rank on Wind Street. There is no impact on parking as Wind Street has adequate parking provision for hackney carriages which is primarily flat and level with good footway provision to both sides of the highway.
Disability		N			L	
Gender Reassignment		N			L	
Marriage/Civil Partnership		N			L	
Pregnancy/Maternity		N			L	
Race		N			L	
Religion/Belief		N			L	
Sex		N			L	There is no negative impact as the scheme is minimal, solely consisting of 20 linear metres of double-yellow lines to each side of Fairfield Way. There is no impact on parking along this route as this is an access/egress to
Sexual orientation		N			L	

						the new loading/unloading area for the new Leisure and Retail development which is primarily flat and level with good footway provision to both sides of the highway.
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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	Y				L	There will be a positive impact as we welcome all correspondence in Welsh and English when dealing with the wider community.
Treating the Welsh language no less favourably than English	Y				L	There will be a positive impact because all permanent highway approved signage and road markings used in the traffic regulation orders are Bilingual (Welsh / English) with Welsh placed above English.

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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		N			L	There is no negative impact as the road markings are located on the carriageway, there is no existing flora, fauna or biodiversity in the immediate area.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment,		N			L	There is no negative impact as the road markings are to be located away from the kerb allowing the carriageway and footway drainage to function as at present. The road markings are to be located within the existing road surface and as such there is no opportunity to provide additional drainage systems such as swales, soakaways etc.

such as air quality, flood alleviation, etc.						
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6. Does the initiative embrace the sustainable development principle (5 ways of working):

	Yes	No	Details
<p>Long term - how the initiative supports the long term well-being of people</p>	Y		<p>Within the Neath Port Talbot presently 59.6% of adults are obese or overweight (with 23.6% being obese) it is predicted that by 2025 the number will have risen to 66.5%. A quarter of children in Wales are overweight or obese (including 12.4% that are obese) Wales has a higher percentage of adolescents self-reporting to be overweight or obese compared to England, Scotland and Republic of Ireland, with rates being generally higher in boys than girls.</p> <p>Only 48.4% of adults in Neath Port Talbot are meeting the physical activity guidelines compared to 53.1% in Wales. For most people, the easiest form of physical activity are those that can be built into everyday life such as walking and commuting by active travel. By enabling active travel, the proposal will contribute to improved health benefits for users whilst reducing carbon emissions from vehicles.</p> <p>The Welsh Governments Llwybr Nweydd Wales transport strategy sets out the 20 year ambition and focuses on delivering an accessible, sustainable transport system that is good for people, communities, the environment the economy and Welsh language and culture.</p> <p>The 5 year priorities call for a transport system and infrastructure that plays its part in reducing greenhouse gas emissions whilst increasing active travel and public transport use by providing safe, accessible, sustainable transport systems that people will want to use.</p> <p>The sustainable transport hierarchy places active travel at the forefront of transport and sets out how the strategy will encourage people to change</p>

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			their travel behaviour to use low-carbon sustainable transport, cycling and walking as the preferred transport modes.
Integration - how the initiative impacts upon our wellbeing objectives	Y		The scheme through the prevention of indiscriminate parking and formalisation of parking for hackney carriages will help to improve the street scene improving the community health through reduced air pollution and people walking to the local facilities thereby contributing to other organisations goals on improving health for the population of Wales.
Involvement - how people have been involved in developing the initiative	Y		A statutory consultation exercise for the traffic regulation orders will be undertaken with letters and plans delivered to the adjacent properties detailing the proposals. The traffic regulation orders will be advertised in the South Wales Evening Post, on the Council's web site and Notices posted on site.
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	Y		The various sections within the Council such as Highway Engineering, Highway Development Control section and the Legal section have worked together on this initiative. The Welsh Government, Transport for Wales and Sustrans have all been working in collaboration with the Council on Active Travel Routes within the Borough and providing advice and direction.
Prevention - how the initiative will prevent problems occurring or getting worse	Y		<p>In NPT 25.5% of homes do not have access to a car. Where car ownership levels are low, residents are more likely to be reliant on public transport and active travel for their day to day needs and to access key services and employment. Poor facilities can lead to difficulty in using active travel which can cause to social exclusion and isolation, which subsequently can lead to a range of health and social problems.</p> <p>Facilitating more journeys by Active Travel will reduce our consumption of natural resources and act to tackle the causes and consequences of congestion, climate change, traffic pollution and noise.</p> <p>Encouraging people to be more active by providing Active Travel routes will help people to be healthy, to achieve their potential.</p>

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

A full impact assessment (second stage) is not required	✓
Reasons for this conclusion	
<p>After completing the assessment it has been determined that this proposal does not require a full Impact Assessment (second stage). The traffic regulation orders will have a positive impact on service users, have no adverse impact on people who share protected characteristics or on people's ability to use the Welsh language.</p> <p>The traffic regulation orders contribute to delivering the Council's Corporate Improvement Plan by improving the wellbeing of people within the community by providing safe passage for all highway users.</p>	

A full impact assessment (second stage) is required	
Reasons for this conclusion	

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	Name	Position	Date
Completed by	Hasan Hasan	Engineering Manager	06/10/2022
Signed off by	D.W.Griffiths	Head of Service/Director	06/10/2022

Mae'r dudalen hon yn fwiadol wag



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
ENVIRONMENT, REGENERATION AND STREETSCENE
SERVICES CABINET BOARD

28th October 2022

Report of the Head of Engineering & Transport – D.W.Griffiths

Matter for Decision

Wards Affected: Sandfields East

(MARINERS QUAY, THE PRINCESS MARGARET WAY AND VICTORIA ROAD, PORT TALBOT) (REVOCAION) (PROHIBITION OF WAITING, LOADING AND UNLOADING AT ANY TIME) AND (PROHIBITION OF WAITING AT ANY TIME) - ORDER 2022

Purpose of the Report:

To consider the comments and objections received following for the advertisement of the Mariners Quay, The Princess Margaret Way and Victoria Road, Port Talbot (Revocation) Prohibition of Waiting, Loading and Unloading At Any Time) and (Prohibition of Waiting At Any Time) Order 2022, as indicated in Appendix A.

Executive Summary:

The report outlines the proposed Traffic Regulation Orders which were formally advertised resulting in objections being received.

Background:

The scheme was prioritised by local members following representations from residents regarding localised inconsiderate parking practices and visibility constraints caused by the parking of visitors to Aberavon beach.

The proposed traffic regulation orders were advertised to facilitate the safe passage of traffic, allow improved visibility and thus improve road safety by alleviating the situation.

The proposed scheme is indicated in Appendix A.

Financial Impacts:

The scheme is to be funded by the Capital Works Programme.

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 C, has indicated that a more in-depth assessment is not required. A summary is included below: -

A full impact assessment is not required as the proposed traffic regulation orders will provide a safe environment for all highway users.

Valleys Communities Impacts:

There are 'No Implications' associated with this report.

Workforce Impacts:

There are 'No Implications' associated with this report.

Legal Impacts:

The proposals were advertised for a 21-day period between 5th August 2022 and 26th August 2022.

Risk Management Impacts:

There are no risk management impacts associated with this report.

Consultation:

This item has been subject to external consultation.

A consultation exercise was undertaken for a period of 21 days between 5th August 2022 and 26th August 2022.

There were 110 letters and plans hand delivered to the properties on Mariners Quay, Princess Margaret Way and Victoria Road detailing the proposals. Following a three-week consultation exercise, 8 statements of support and 9 objections were received.

A summary of the objections and supports received are given below:-

Support: - *Any officer observations/ comments are illustrated in italics in response to the points raised.*

- a) The Police are in support of this proposal.
- b) A resident agrees with the proposed 'h' bars

- c) A resident agrees with the proposal of double yellow lines to one side of 'Bar Gallois'.
- d) Several residents agree with the proposal on the main access road into Mariners Quay (Mariners Quay 1).

The introduction of double yellow lines will address the issue of inconsiderate parking practices whilst providing unrestricted parking on Mariners Quay.

- e) Residents support the proposal as it will help reduce the effects on pollution/health, litter, emergency vehicles and general nuisance.
- f) Residents support the proposal as visitors to the beach often park and block their driveways resulting in them being unable to get out.

The introduction of double yellow lines will address the issue of inconsiderate parking practices whilst providing unrestricted parking on Mariners Quay.

- g) Residents support this proposal as visitors often park both sides of Mariners Quay resulting in the road being blocked restricting access to emergency services as well as residents.
- h) A resident supports this proposal, however, would like the Council's residents parking policy to be reviewed and reconsidered.

Residents parking is designed to assist residents who do not have off-street parking facilities and live on residential streets where parking can be problematic. Residents parking does not guarantee a resident a space, however, it does give them priority over the non-resident.

- i) A resident supports this proposal as all dropped pavements should be protected due to lack of consideration for the disabled, blind and deaf community by motorists.
- j) A resident supports this proposal, however, would like the impact assessment reviewed as feels it must've have been completed when the council sold the land prior to the Mariners Quay development being constructed.

Objection: - *Any officer observations/ comments are illustrated in italics in response to the points raised.*

- a) Residents object to the proposals as they will be unable to park outside their home and feel that it is the minority who are complaining about parking issues in the area. Residents have never witnessed any emergency vehicles been obstructed in any way.
- b) Residents object as the proposal will not allow them to have visitors.
- c) Residents have requested 'residents only' signs and additional yellow lines outside their property to deter people parking in front of their properties going to the beach with dogs and for a walk.

The Authority acknowledges the request for 'residents parking' within Mariners Quay. However, due to most homes having off-street parking facilities, Mariners Quay would not qualify for a scheme of residents parking under the Council's current residents parking policy.

- d) Residents have objected as they do not want yellow lines outside their homes, parking is only a problem for a short period during the summer.

The Council will continue to monitor the situation going forward and may consider additional mitigation measures if required.

- e) Residents object to the proposed double yellow lines at the rear of houses 14 to 40 and the adjacent access road as it will impact parking for visitors to those houses and for those providing essential services such as medical professionals and carers. A better alternative would be a prohibition of waiting loading and unloading at any time order to one side of this road adjacent to houses 80 to 77. If disabled badge holders were to park for up to three hours on both sides of these roads, it would prevent all vehicle access to the rear of properties 14 to 46 including access for delivery and emergency vehicles and prevent residents accessing their off-street parking.
- f) Residents feel the Council should consider a No Waiting 8am to 6pm on the opposite of the main Mariners Quay access road (Mariners Quay 1).

The Council will continue to monitor the situation going forward and may consider additional mitigation measures if required.

- g) Residents feel that 'No Waiting Loading and Unloading At Any Time' is only necessary on one side all corners, all the turning areas are covered by 'No Waiting At Any Time'. Parking should be allowed from Caswell/Langland House to the garage of 32 Mariners Quay. 'H' bars should be used to cover driveway accesses (Mariners Quay 3).

The use of 'H' bars is not considered appropriate in some locations as the driveways will be covered with the proposed double yellow lines which is a far more stringent restriction than a 'H' bar.

- h) A resident feels a 'No Waiting At Any Time' restriction from the end of 32 Marines Quay garage to the front of houses 33 and

34 should be introduced to protect the turning area based on day to day experience living in the area.

A revised scheme is indicated in Appendix B.

- i) A resident feels there should be no restrictions outside No. 38 – 40 Mariners Quay but suggests parking restrictions outside 46 – 47 based on day to day experience living in the area.

A revised scheme is indicated in Appendix B.

- j) A resident feels that the proposals will have an adverse effect on the residents that live there and the services they will receive such as private care, deliveries etc.

A revised scheme is indicated in Appendix B.

- k) Residents feel the proposals will cause more problems than they solve.
- l) A resident feels that if the proposal is implemented as advertised then this will migrate the parking elsewhere.

The local members have been consulted on the feedback received and support that the objections be upheld, in part, with the scheme revised and implemented as indicated in Appendix B.

Recommendations:

Having had due regard to the integrated impact assessment it is recommended that the objections are upheld in part to the Mariners Quay, The Princess Margaret Way and Victoria Road, Port Talbot (Revocation) Prohibition of Waiting, Loading and Unloading At Any Time) and (Prohibition of Waiting At Any Time) Order 2022 (as detailed in Appendix A to the circulated report) and that the revised scheme (as detailed in Appendix B to the circulated report) be implemented on site.

The objectors are to be informed of the decision accordingly.

Reasons for Proposed Decision:

The proposed traffic regulation orders will facilitate the safe passage of traffic and prevent indiscriminate parking in the interest of road safety.

Implementation of Decision:

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

Appendices:

Appendix A – Plan – Mariners Quay, Port Talbot – Proposed Traffic Regulation Orders

Appendix B – Revised Plan – Mariners Quay, Port Talbot – Proposed Traffic Regulation Orders

Appendix C – Integrated Impact Assessment.

List of Background Papers:

None.

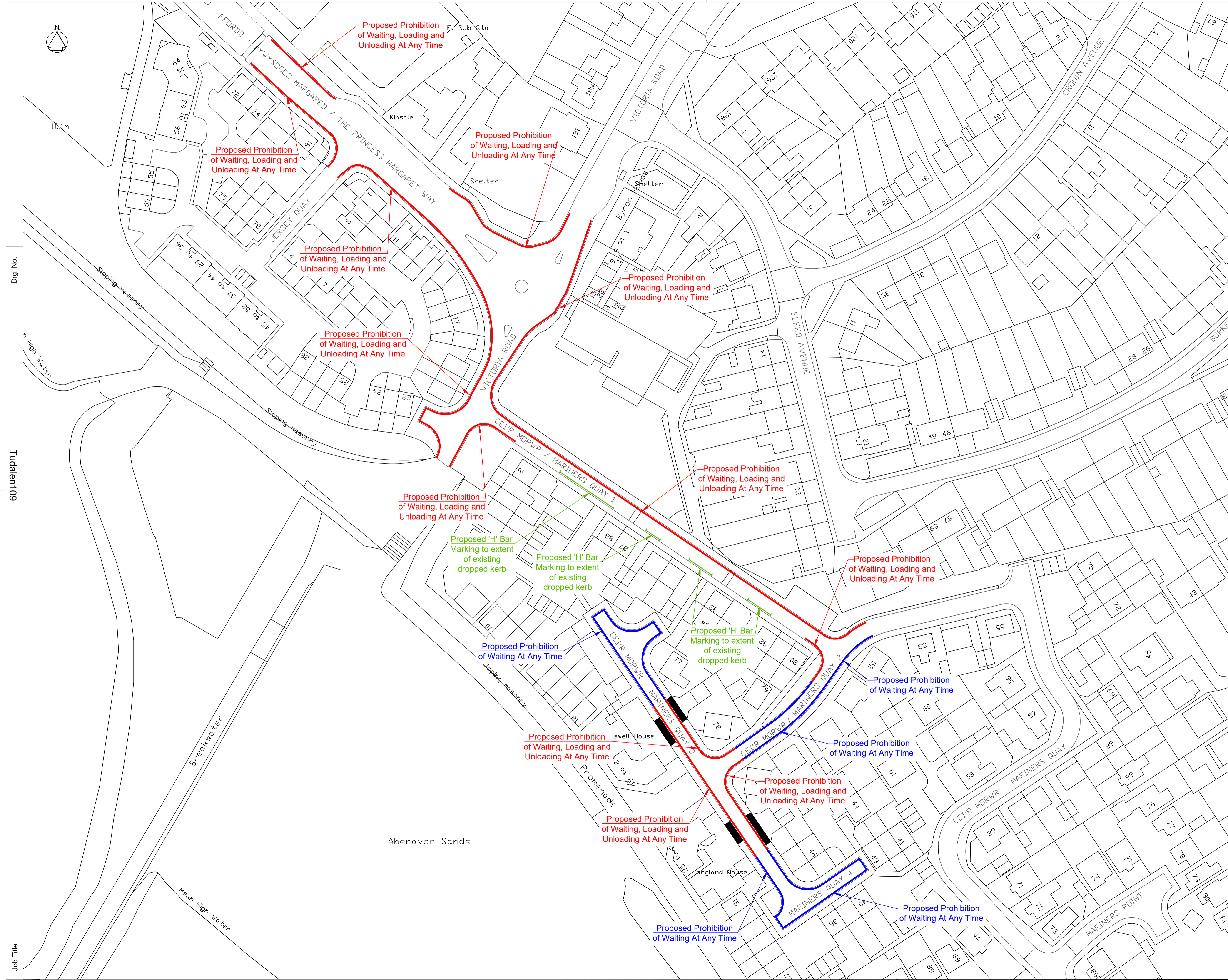
Officer Contact:

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Engineering & Transport
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Email m.brumby@npt.gov.uk

Mr Ryan L. Jones,

Engineering & Transport
Tel. No. 01639 686771
Email r.jones15@npt.gov.uk

Mae'r dudalen hon yn fwriadol wag



- NOTES**
- All dimensions are in millimetres unless otherwise stated.
- KEY:-**
- Proposed Prohibition of Waiting, Loading and Unloading At Any Time
 - Proposed Prohibition of Waiting At Any Time
 - Proposed 'H' Bar Marking
 - Existing Dropped Vehicle Crossover

APPENDIX 'A'

Rev	Details	Dr	Ch	Ap	Date

Client

**Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council**

ENGINEERING AND TRANSPORT
NICOLA PEARCE BSc (Hons), Dip TP, MRTPI
DIRECTOR OF ENVIRONMENT AND REGENERATION
THE QUAYS, BRUNEL WAY
BAGLAN ENERGY PARK
NEATH SA11 2GG

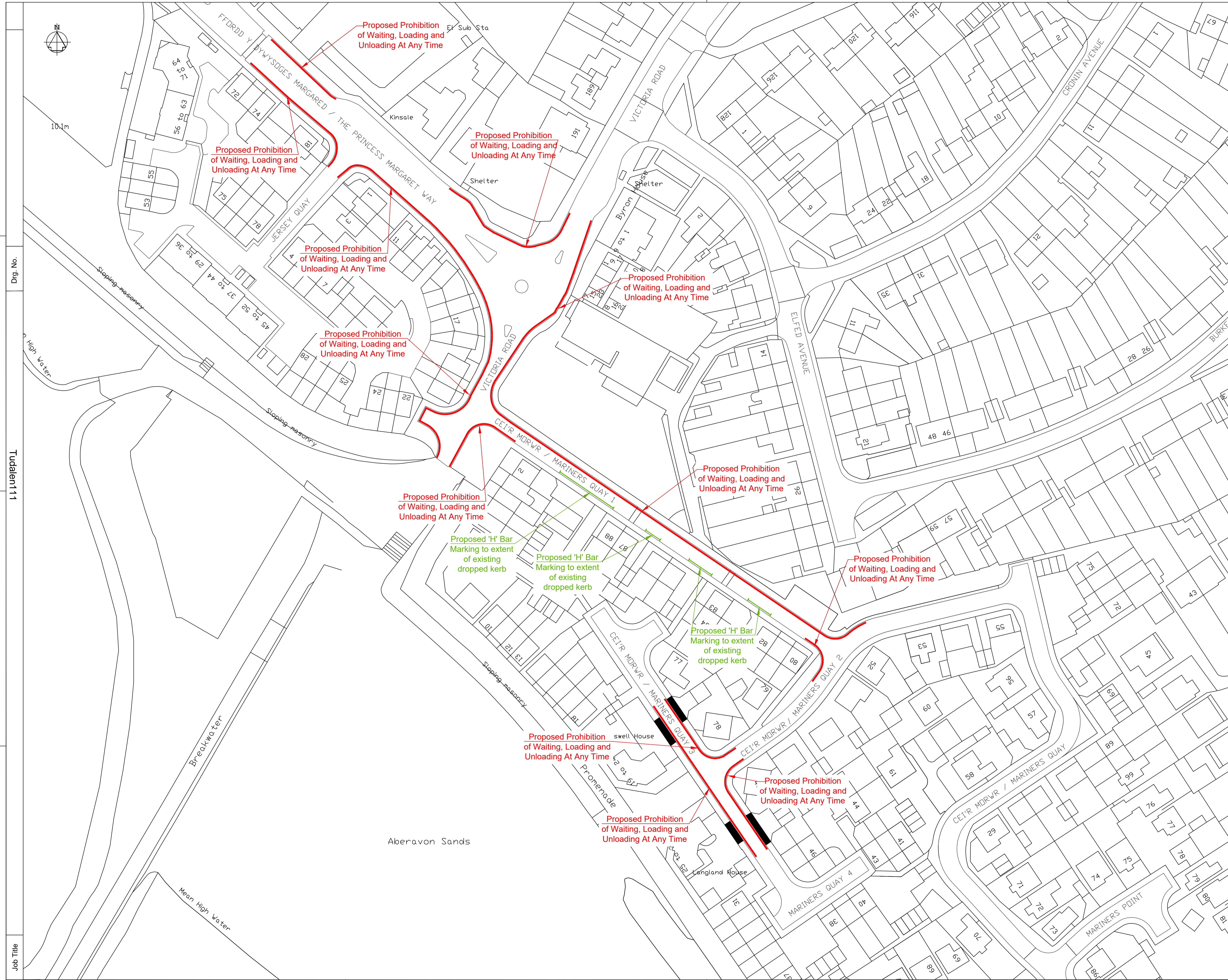
Job Title

**MARINERS QUAY
PORT TALBOT**

**PROPOSED TRAFFIC REGULATION
ORDERS**

File No.	Financial Code No.				
Drawn	RLJ	Checked	MCB	Approved	HHH
Date	JUL'22	Date	JUL'22	Date	JUL'22
Scales	NTS	Status	PRELIM		
Drawing No.	C30320E_001_Mariners TRO				

Mae'r dudalen hon yn fwrddol wag



- NOTES**
- All dimensions are in millimetres unless otherwise stated.
- KEY:-**
- Proposed Prohibition of Waiting, Loading and Unloading At Any Time
 - Proposed 'H' Bar Marking
 - Existing Dropped Vehicle Crossover

APPENDIX 'B'

Rev	Details	Dr	Ch	Ap	Date
A	Proposed 'Prohibition of Waiting At Any Time' removed from proposals as a result of objections received	RLJ	MCB	HH	SEPT22

Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

ENGINEERING AND TRANSPORT
NICOLA PEARCE BSc (Hons), Dip TP, MRTPI
DIRECTOR OF ENVIRONMENT AND REGENERATION
THE QUAYS, BRUNEL WAY
BAGLAN ENERGY PARK
NEATH SA11 2GG

Job Title
MARINERS QUAY PORT TALBOT
PROPOSED TRAFFIC REGULATION ORDERS

File No.	Financial Code No.				
Drawn	RLJ	Checked	MCB	Approved	HH
Date	JUL'22	Date	JUL'22	Date	JUL'22
Scales	NTS	Status	PRELIM		
Drawing No.	C30320E_001_Mariners TRO				A

Dwg. No.

Tudalen 11

Job Title

Mae'r dudalen hon yn fwrriadol wag

1. Details of the initiative

Initiative description and summary: (Mariners Quay, The Princess Margaret Way and Victoria Road, Port Talbot) (Revocation) (Prohibition of Waiting, Loading and Unloading At Any Time) and (Prohibition of Waiting At Any Time) - Order 2022
Service Area: Engineering and Transport
Directorate: Environment and Regeneration

2. Does the initiative affect:

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

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		N			L	There is no negative impact as the scheme will prevent indiscriminate parking around the junctions in the Mariners Quay estate, on Victoria Road and The Princess Margaret Way thereby making the location safer for all users of the locality.
Disability		N			L	
Gender Reassignment		N			L	
Marriage/Civil Partnership		N			L	
Pregnancy/Maternity		N			L	
Race		N			L	
Religion/Belief		N			L	
Sex		N			L	

Sexual orientation		N			L	
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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	Y				L	There will be a positive impact as we welcome all correspondence in Welsh and English when dealing with the wider community.
Treating the Welsh language no less favourably than English	Y				L	There will be a positive impact because all permanent highway approved signage and road markings used in the traffic regulation orders are Bilingual (Welsh / English) with Welsh placed above English.

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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		N			L	There is no negative impact as the road markings are located on the carriageway, therefore the scheme does not impact the existing Flora, Fauna or Biodiversity.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		N			L	There is no negative impact as the road markings are located away from the kerb allowing the carriageway and footway drainage to function as at present. The scheme is located within the existing road surface and as such there is no opportunity to provide additional drainage systems such as swales, soakaways etc.

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

	Yes	No	Details
<p>Long term - how the initiative supports the long term well-being of people</p>	Y		<p>Within the Neath Port Talbot presently 59.6% of adults are obese or overweight (with 23.6% being obese) it is predicted that by 2025 the number will have risen to 66.5%. A quarter of children in Wales are overweight or obese (including 12.4% that are obese) Wales has a higher percentage of adolescents self-reporting to be overweight or obese compared to England, Scotland and Republic of Ireland, with rates being generally higher in boys than girls.</p> <p>Only 48.4% of adults in Neath Port Talbot are meeting the physical activity guidelines compared to 53.1% in Wales. For most people, the easiest form of physical activity are those that can be built into everyday life such as walking and commuting by active travel. By enabling active travel, the proposal will contribute to improved health benefits for users whilst reducing carbon emissions from vehicles.</p> <p>The Welsh Governments Llwybr Nweydd Wales transport strategy sets out the 20 year ambition and focuses on delivering an accessible, sustainable transport system that is good for people, communities, the environment the economy and Welsh language and culture.</p> <p>The 5 year priorities call for a transport system and infrastructure that plays its part in reducing greenhouse gas emissions whilst increasing active travel and public transport use by providing safe, accessible, sustainable transport systems that people will want to use.</p> <p>The sustainable transport hierarchy places active travel at the forefront of transport and sets out how the strategy will encourage people to change</p>

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			<p>their travel behaviour to use low-carbon sustainable transport, cycling and walking as the preferred transport modes.</p> <p>The scheme will help encourage Active Travel through helping to enhance the street scene environment (footpath access) thereby benefiting the community. Furthermore, in September 2023 the Welsh Government National 20 mph speed limit default strategy may be implemented lowering the speed limit over a greater area with the locality increasing the enhancement of reduced emissions and the promotion of Active Travel, walking and cycling.</p>
Integration - how the initiative impacts upon our wellbeing objectives	Y		The scheme through the reduction of indiscriminate parking practices will help to improve the street scene improving the community health through reduced air pollution and people walking to the local facilities thereby contributing to other organisations goals on improving health for the population of Wales.
Involvement - how people have been involved in developing the initiative	Y		A statutory consultation exercise for the traffic regulation orders was undertaken with letters and plans delivered to the adjacent properties detailing the proposals. The traffic regulation orders were advertised in the South Wales Evening Post, on the Council's web site and Notices posted on site.
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	Y		The various sections within the Council such as Highway Engineering and the Legal section have worked together on this initiative.
Prevention - how the initiative will prevent problems occurring or getting worse	Y		In NPT 25.5% of homes do not have access to a car. Where car ownership levels are low, residents are more likely to be reliant on public transport and active travel for their day to day needs and to access key services and employment. Poor facilities can lead to difficulty in using active travel which can cause to social exclusion and isolation, which subsequently can lead to a range of health and social problems.

			<p>Facilitating more journeys by Active Travel will reduce our consumption of natural resources and act to tackle the causes and consequences of congestion, climate change, traffic pollution and noise.</p> <p>Encouraging people to be more active by providing Active Travel routes will help people to be healthy, to achieve their potential.</p>
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7. Declaration - based on above assessment (tick as appropriate):

A full impact assessment (second stage) is not required	✓
Reasons for this conclusion	
<p>After completing the assessment, it has been determined that this proposal does not require a full Impact Assessment (second stage). The traffic regulation orders will have a positive impact on service users, have no adverse impact on people who share protected characteristics or on people's ability to use the Welsh language.</p> <p>The traffic regulation orders contribute to delivering the Council's Corporate Improvement Plan by improving the wellbeing of people within the community by providing safe passage for all highway users.</p>	

A full impact assessment (second stage) is required	
Reasons for this conclusion	

	Name	Position	Date
Completed by	Hasan Hasan	Engineering Manager	06/10/2022
Signed off by	D.W.Griffiths	Head of Service/Director	06/10/2022

Mae'r dudalen hon yn fwiadol wag



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Environment, Regeneration and Streetscene Services Cabinet Board

28th October 2022

Report of the Head of Engineering & Transport (David W. Griffiths)

Matter for Decision

Wards Affected: All

List of Approved Contractors

Purpose of the Report:

To seek Members' approval to amend the List of Approved Contractors.

Executive Summary:

To seek approval for a Contractor to be included on the List of Approved Contractors, a Contractor to add additional categories and Contractors who have not met with NPTCBC's criteria to be removed.

Background:

Members will be aware that on previous occasions, reports concerning the List of Approved Contractors have been presented to Cabinet Board.

The process gives local companies an opportunity to provide goods and services to the Council.

The full list of categories is set out in Appendix A for your information.

Financial Impacts:

No implications.

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 B, has indicated that a more in-depth assessment is not required. A summary is included below:-

The report is seeking approval to add new Contractor(s), add additional Category/ies for approved Contractor(s) and remove approved Contractor(s).

This does not affect any group of people and or impact the Welsh language, biodiversity or the five ways of working.

Valleys Communities Impacts:

No implications.

Workforce Impacts:

No implications.

Legal Impacts:

No implications.

Risk Management Impacts:

No implications.

Consultation:

There is no requirement for external consultation on this item.

Recommendations:

Having had due regard to the Integrated Impact Assessment it is recommended that:-

The List of Approved Contractors is amended as follows:-

Companies to be **added** to the List of Approved Contractors

The following companies have applied to be included on the list and have passed the required assessments:-

<u>Company</u>	<u>Category</u>
Cello Recycling Ltd (C074)	6,7
B&A Cranes Ltd (B042)	111
Our Tree Company (O012)	101,102
Pirtek Swansea (P053)	111
VaultStone Ltd (V013)	25,36
BSW Holdings – Bus Shelters Ltd (B043)	107
Rema Tip Top Industry UK Ltd (R044)	111
RSP Drain Cleaning/RSP Drainage Ltd (R043)	94
Secured Alarm Systems Ltd (S099)	47,48,49,60,67,68
WCS Environmental Ltd (W042)	53,54,58

Companies to **add additional categories** on the List of Approved Contractors

The following companies have applied to be included on the list for additional categories and have passed the required assessments:-

<u>Company</u>	<u>Category</u>
Glamorgan Services Ltd (G004)	15,16,17A
R & M Williams Ltd (W015)	14,28

Reasons for Proposed Decision:

To keep the List of Approved Contractors up to date and as far as possible, ensure a competitive procurement process.

These recommendations to be adopted for the purpose of supplying a List of Approved Contractors for invitation to tender within the relevant category.

Implementation of Decision:

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

Appendices:

Appendix A - Categories for List of Approved Contractors

List of Background Papers

Appendix B - First Stage IIA

Officer Contact

Hasan Hasan, Engineering Manager

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Email: h.hasan@npt.gov.uk

Amanda Phillips, Programme & Commissioning Manager

Tel. No: 01639 686483

Email: environment@npt.gov.uk

Appendix A

Categories for List of Approved Contractors

General Services

1. Signs
2. Plant Hire
3. Security
4. Clinical Waste
5. Pest Control
6. Re-Cycling
7. Waste Disposal (e.g. Car, Computers, Steel)
8. Crowd Control
9. Traffic Management
10. Portable Buildings
11. Scaffolding

Building Construction / Maintenance

12. Building Construction £50,000 - £200,000
13. Building Construction £200,000 - £1m
14. Building Construction over £1m
15. Minor Building Works below £50,000
16. Works of Adaptation below £5,000
17. Re-Roofing
 - a) Felt & Asphalt below £10,000 / above £10,000
 - b) Tiles & Slate below £10,000 / above £10,000
 - c) GRP
 - d) High Performance Coverings
 - e) Sheeting & Cladding
18. Supply & Installation of Floor Finishes
 - a) Flexible Sheet, Tiles, Carpets
 - b) Jointless
 - c) Rigid Tiles, Slabs, Mosaics
 - d) Wood
19. Plastering
20. Painting & Decorating
21. Supply & Installation of Windows/Doors (Windows to BS 7412, Doors to PAS 23/1, PAS 24/1 to BS 7950 Kitemark Scheme)
 - a) PVCU (using Aluplast System)
 - b) Timber
 - c) Aluminium

- d) Steel
- e) Roller Shutter
- f) Security Doors
- g) Automatic Doors
- 22. Suspended Ceilings
- 23. Welding / Fabrication below £5,000
- 24. Welding / Fabrication above £5,000
- 25. Stonework Repair / Restoration / Cleaning
- 26. Glazing & Safety Filming
- 27. Wall Tie Replacement
- 28. External Wall Insulation
- 29. Damp Proofing / Dry Rot / Woodworm Treatment
- 30. Cavity Wall and / or Loft Insulation
- 31. Asbestos Handling & Removal, Asbestos Surveys & Asbestos Consultancy Services
- 32. Window Blinds
- 33. Shop Fitters – Specialist Joinery
- 34. Refurbishment of Laboratories
- 35. Clearance of Void properties
- 36. Works to Listed Buildings

Mechanical & Electrical Engineering

- 37. Domestic (including Housing) Plumbing & Central Heating below £50,000
- 38. Domestic (including Housing) Plumbing & Central Heating above £50,000
- 39. Commercial Heating & Ventilating below £100,000
- 40. Commercial Heating & Ventilating above £100,000
- 41. Domestic (including Housing) Electrical Installation below £50,000
- 42. Domestic (including Housing) Electrical Installation above £50,000
- 43. Commercial Electrical Installations below £100,000
- 44. Commercial Electrical Installations above £100,000
- 45. Gas Boiler Maintenance
- 46. Maintenance of Building Management Systems for Heating & Ventilation

Mechanical & Electrical Specialist Services

- 47. CCTV
- 48. Intruder Alarms
- 49. Fire Alarms
- 50. Warden Call System
- 51. Lifts
- 52. Swimming Pool Plant Equipment
- 53. Water Systems Cleaning & Chlorination

54. Ductwork System Cleaning & Sterilisation
55. Domestic & Commercial Kitchen Equipment Maintenance
56. Supply & Installation of Specialist Kitchen Equipment / Fittings
57. Installation, Testing & Maintenance of Local Exhaust Ventilation (LEV)
58. Water Systems – Risk Assessment
59. Supply & Installation of Pipework & Ductwork Installation
60. Supply, Installation and / or Servicing of Automatic Door Systems
61. PA Systems / Sound Systems
62. Stage Lighting
63. Service / Repair of Kilns
64. Supply, Installation & Servicing of Leisure Services Equipment
65. Specialist Steelwork (stainless Steel & Fabricated Works)
66. Lightning Conductors
67. Fire Fighting Equipment including Hose Reels
68. Smoke / Fire Detectors
69. Stage Equipment including Curtains, Gantry, Special Effects etc.
70. Computer / Telephone Cabling

Civil Engineering

71. Civil Engineering £0 – £25,000
72. Civil Engineering £25,000 – £250,000
73. Civil Engineering £250,000 – £1m
74. Civil Engineering over £1m
75. Land Reclamation
76. Sewers & Drainage
77. Hard & Soft Landscaping
78. Ground Investigation
79. Demolition
80. Surfacing, Carriageway & Footways
81. Surface Dressing
82. Road Markings & Reflective Road Studs
83. Carriageway Slurry Surfacing & Footways
84. Fencing
85. Gabion & Blockstone
86. Steel Fabrication below £25,000
87. Steel Fabrication above £25,000
88. Bridge Works, New & Maintenance

Civil Engineering Specialists

89. Concrete Repairs
90. Diving Inspections & Works within Water

91. Bridge Deck Expansion Joints
92. Bridge Deck Water Proofing
93. Soil Nailing
94. Sewer Relining
95. Sewer Surveys
96. Safety Fencing
97. Bridge Parapets (Manufacture & Installation)
98. Access Plant for Inspection
99. Bridge Parapet Painting
100. Painting of Structural Steelwork
101. Arboriculturalist
102. Weed-spraying
103. Weather Forecasting
104. Playground Equipment
105. Specialist Cleaning
106. Synthetic Pitches and Sports Facilities
107. Bus/Cycle Shelters
108. Traffic Signals
109. Street Lighting
110. Street Furniture
111. Specialist Contractor not listed above – please specify type of work



Appendix B

Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary: List of Approved Contractors – Approval to add new Contractor(s), add additional Category/ies for approved Contractor(s) and/or remove approved Contractor(s)

Service Area: Procurement

Directorate: All

2. Does the initiative affect:

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

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			There is no impact. Applications to be included on the Approved List of Contractors are accepted from all construction companies who meet the criteria.
Disability			x			
Gender Reassignment			x			
Marriage/Civil Partnership			x			
Pregnancy/Maternity			x			
Race			x			
Religion/Belief			x			
Sex			x			
Sexual orientation			x			

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			
Treating the Welsh language no less favourably than English			x			

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			N/A
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.			x			N/A

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

	Yes	No	Details
Long term - how the initiative supports the long term well-being of people	✓		The addition of contractors onto the List of Approved Contractors will enable these companies to be procured in accordance with NPT's Procurement Rules. Contractors who fail to meet the requirements of this List will be given the opportunity to meet NPT's criteria. If this is not met, approval will be sought from Members to remove these contractors.
Integration - how the initiative impacts upon our wellbeing objectives	✓		Approving additional contractors onto the List of Approved Contractors will enable NPT to procure works with these companies. This will allow the companies to provide employment opportunities, allowing people to take advantage of wealth generated through securing decent work.

			The List of Approved Contractors gives local companies the opportunity to be contracted by NPT to undertake works.
Involvement - how people have been involved in developing the initiative	✓		The companies have been assessed to determine their suitability to be included on the List of Approved Contractors. External financial checks have been undertaken. Various departments have undertaken checks on the companies for Insurances, technical ability, Quality, Environmental and Health & Safety.
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	✓		Several departments have been involved in checking that contractors are suitable to undertake works for the category/ies. Any contractors who fail to comply with the ongoing checks for the List of Approved Contractors will be given the opportunity to meet NPT criteria. If this is not met, approval will be sought from Members to remove these contractors. The List of Approved Contractors is available for use by all departments in the Authority wishing to undertake works.
Prevention - how the initiative will prevent problems occurring or getting worse	✓		Contractors who fail to comply with the ongoing checks for the List of Approved Contractors will be given the opportunity to meet NPT criteria. If this is not met, approval will be sought from Members to remove these contractors.

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

A full impact assessment (second stage) is not required	✓
Reasons for this conclusion	
<p>This 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.</p> <p>This First Stage Assessment has indicated that a more in-depth assessment is not required. A summary is below:-</p> <p>The report is seeking approval to add new Contractor(s), add additional Category/ies for approved Contractor(s) and remove approved Contractor(s).</p> <p>This does not affect any group of people and/or impact the Welsh Language, Biodiversity or the Five Ways of Working.</p>	

A full impact assessment (second stage) is required	x
Reasons for this conclusion	
N/A	

Tudalen131

	Name	Position	Date
Completed by:-	Amanda J. Phillips	Programme & Commissioning Manager	13/10/2022
Signed off by:-	David W. Griffiths	Head of Engineering & Transport	13/10/2022

Mae'r dudalen hon yn fwiadol wag



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Environment, Regeneration and Streetscene Services Cabinet Board

28 October 2022

Matter for Monitoring

Wards Affected: All Wards

Report Title: Key Performance Indicators 2022/2023 – Quarter 1
(1st April 2022 – 30th June 2022)

Purpose of the Report:

To report quarter 1 Performance Management Data (Appendix 1) and Compliments and Complaints (Appendix 2) for the period 1 April 2022 to 30 June 2022 for Environment, Regeneration and Streetscene Services Cabinet Board. This will enable the Environment, Regeneration and Streetscene Services Cabinet Board and Scrutiny Members to discharge their functions in relation to Performance Management.

Executive Summary:

Appendix 1 – Key Performance Indicators (KPI's)

A list of quarter 1 Key Performance Indicators with progress comments on each indicator are attached as Appendix 1.

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, KPI's report quarter 1 target and 3 years of quarter 1 data for comparison.

Appendix 2 – Compliments & Complaints

A list of Compliments and Complaints data, collected in line with the [Council's Comments, Compliments & Complaints Policy](#) for Cabinet and relevant Cabinet Board purviews.

Background:

The Key Performance Indicators (KPI's) in Appendix 1 are all selected from Service Recovery Plans (SRPs).

Where possible, each KPIs will show a link how it contributes to at least one of the council's well-being objectives. If a KPI does not directly link then it has been linked to the Governance and Resource theme.

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

The progress described in this report was achieved whilst the workforce continued to respond to and continue to recover from the impacts of the pandemic.

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

Consultation:

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

Recommendations:

For Members to monitor performance contained within this report.

Reasons for Proposed Decision:

Matter for monitoring, no decision required.

Implementation of Decision:

Matter for monitoring, no decision required.

Appendices:

Appendix 1 – Key Performance Indicators 2022/2023 – Quarter 1 Performance (1 April 2022 – 30 June 2022)

Appendix 2 – Compliments and Complaints information – Quarter 1 2022/2023 (1 April 2022 – 30 June 2022)

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Performance Indicators

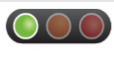
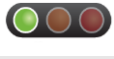




Neath Port Talbot Council

Appendix 1 - Environment, Regeneration & Streetscene Services Cabinet Board - Key Performance Indicators - Quarter 1 (1st April - 30th June) - 2022/23




Print Date: 30-Aug-2022

How will we know we are making a difference (01/04/2022 to 30/06/2022)?


PI Title	Qtr 1 20/21	Qtr 1 21/22	Qtr 1 22/23	Target 22/23	Perf. RAG
1.2.2 SRP - Wellbeing Objective 2 - All communities are thriving and sustainable					
ENV - Building Control - PI/370 - BCT/007 – The percentage of ‘full plan’ applications approved first time.	100.00	100.00	100.00	95.00	 Green
Maximum performance where our ability to interact with applicants and assist them in providing detailed and quality information in order to demonstrate compliance.					
ENV - Building Control - PI/371 - BCT/004 – Percentage of Building Control ‘full plan’ applications checked within 15 working days during the year.	100.00	97.83	100.00	95.00	 Green
Maximum performance in an area measuring how quickly we deal with applications, enabling applicants to proceed with the work without delay and with confidence.					
ENV - Development Management - PI/280 - Percentage of planning appeals dismissed	100.00	50.00	100.00	66.00	 Green
On average, the Local Planning Authority receives only a small number of appeals every year. Of the 3 appeals determined within this first quarter, all were dismissed thereby validating the decisions in these cases and the recommendations and assessment made of the proposals by officers.					
ENV - Development Management - PI/579 - Percentage of all planning applications determined in time	97.16	90.00	72.97	80.00	 Red
108 out of 148 applications determined in time. Whilst performance remains slightly under target, this represents an improvement from the last reporting quarter (i.e. a rise from 63%). This comes at a time of increasing application numbers over the last 12 to 18 months, along with significant changes in staffing, which is still ongoing with additional recruitment necessary to achieve full staffing levels. Staff are responding positively to the challenge and starting to find a pattern of work under the new hybrid working conditions.					
ENV - Development Management - PI/833 - The percentage of major planning applications determined during the year within 8 weeks or 16 weeks if Environmental Impact Assessment (EIA)			100.00	40.00	 Green
2 'Major' applications were received in this quarter, both of which were determined in time. This is a really positive result and shows the value of pre-application discussions and the team working with others within the Authority, along with external consultants.					
ENV - Development Management - PI/835 - Percentage of enforcement cases, complainants (where an email or postal address has been provided) are notified in writing of the outcome of the Phase' within 12 weeks (84 days) of receipt (80% or higher is Government to be 'good' performance).			76.30	80.00	 Amber

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The enforcement section have achieved close to their target for this quarter. 93 cases were investigated, and on average 30 new enforcement cases per month are being received.

ENV - EHTS - PI/367 - PPN/001ii - Percentage of high risk businesses that were liable to a programmed inspection that were inspected for Food Hygiene		3.40	10.32	25.00	 Red
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Inspections are being focused on categories agreed in the 'Recovery Plan' between the Food Standards Agency (FSA) and Local Authorities. This plan was put in place to deal with the backlog of work that was created as a consequence of the pandemic and prioritises new businesses and those in the higher risk groups, which are "not broadly compliant" for the first part of 2022/23. The Recovery Plan outlines that the remainder of high risk premises are due for inspection later in 2022/23.

ENV - Environmental Health - PI/430 - Percentage of private water supplies where a risk assessment has been carried out in accordance with drinking water standards		0.00	16.67	25.00	 Red
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Risk assessments have commenced on all 6 Private Water Supplies but due to the nature of water supplies and risk assessment reviews they will be gradually completed over the course of the year. To date, 2 sampled as part of this process have failed and need remedial works / enforcement; 1 has confirmed they do not intend to trade following Covid and has been recorded as complete.

ENV - Environmental Health & Trading Standards - PI/556 - Percentage of food establishments that meet food hygiene standards		96.30	96.49	95.00	 Green
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Progress remains on (slightly above) target.

ENV - SAB & Highways - PI/351 - Percentage of Highway Planning Applications responded to within 21 days				81.60	 NA
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This performance indicator has previously been collected annually. It will now be reported quarterly from quarter 2 2022/23.

ENV - Trading Standards - PI/518 - Percentage of businesses that were either compliant when visited or brought into compliance during the period		84.54	84.48	75.00	 Green
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This is a satisfactory return but belies the complexity of the legislation and the businesses that we deal with and resources required to ensure compliance. It is worth emphasising that this indicates that 15% of businesses have been found to be non-compliant and require further work - this is where resources are used the most. There are a significant number of ongoing investigations (some months old), that are being pursued by the service. It is anticipated therefore that performance against this target will decrease over the reporting year.

ENV - Trading Standards - PI/519 - Percentage of high risk businesses that were liable to a programmed inspection that were inspected for Trading Standards & Animal Health		10.20	3.45	15.00	 Red
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In light of the fact that the Retail team, that has the bulk of high risk inspections to complete, has been dealing with a number of food and non-food investigations, progress on the high risk businesses has been slow. It is however anticipated that this target will be met and better progress made in the second quarter.

ENV - Trading Standards- PI/520 - Redress obtained for consumers or victims of crime by service actions		31000.00	3098.00		
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There are a number of ongoing investigations which may lead to more recovery of funds. This amount was specifically as a result of resolving a complaint with a local car dealer (£2,500) and another smaller amount for a dispute with a local energy company.

How will we know we are making a difference (01/04/2022 to 30/06/2022)?

PI Title	Qtr 1 20/21	Qtr 1 21/22	Qtr 1 22/23	Target 22/23	Perf. RAG
1.2.3 SRP - Wellbeing Objective 3 – Our local environment, culture and heritage can be enjoyed by future generations					
ENV - Development Management - PI/579 - Percentage of all planning applications determined in time	97.16	90.00	72.97	80.00	 Red
108 out of 148 applications determined in time. Whilst performance remains slightly under target, this represents an improvement from the last reporting quarter (i.e. a rise from 63%). This comes at a time of increasing application numbers over the last 12 to 18 months, along with significant changes in staffing, which is still ongoing with additional recruitment necessary to achieve full staffing levels. Staff are responding positively to the challenge and starting to find a pattern of work under the new hybrid working conditions.					
ENV - EHTS - CP/078 - Number of PM10 breaches in the Air Quality Management Area (Port Talbot / Taibach)	4.00	8.00	7.00	9.00	 Green
Fine particulates (PM10) breaches are recorded at the official monitoring station located in Port Talbot Fire Station - this mainly relates to emissions from Tata Steel, which is regulated by Natural Resources Wales (NRW). The number of breaches at this point in time (7) is unverified therefore subject to possible change following the verification process.					
ENV - Neighbourhood Services - PI/559 - Average number of days to clear fly-tipping			1.40	3.00	 Green
This performance indicator has previously been collected annually, data will now be reported quarterly from 2022/23– Improvement in the first quarter for 22/23 as Neighbourhood services and Waste Enforcement are now back to a full contingent of staff. During the pandemic (previous year) staff were redeployed to assist with Waste Collection for example which obviously had a negative impact on this KPI.					
ENV - Neighbourhood Services - PI/905 - No. of fly tipping incidents reported.			245.00		
This performance indicator has previously been collected annually, data will now be reported quarterly from 2022/23.					
ENV - Neighbourhood Services - PI/906 - Percentage of successful waste enforcement prosecutions.			100.00	100.00	 Green
1 fixed penalty notice issued and paid in the first quarter. –					

ENV - Neighbourhood Services - PI/907 - Number of successful dog fouling prosecutions including fixed penalty notices.			2.00		
No target set for this KPI. Data is reported quarterly from 2022/23					
ENV - Planning Policy - PI/828 - Ensure progress of the key stages of the LDP are in accordance with the agreed Delivery Agreement.					
<p>June 2022</p> <p>The Replacement Local Development Plan (RLDP) Delivery Agreement (DA) was agreed with the Welsh Government in January 2022, marking the commencement of RLDP preparation. The DA sets out the timetable for the preparation of the Plan, together with the agreed Community Involvement Scheme.</p> <p>The DA timetable identifies the first formal stage of preparing the RLDP as the request for nominations for sites - known as the 'Call for Candidate Sites' - and sets out that this is to be undertaken from March-May 2022. This is to be followed by the publication of the Candidate Sites Register.</p> <p>The Call for Candidate Sites was undertaken between 1st March-31st May 2022 in accordance with the agreed timetable. The Candidate Sites Register was subsequently published in July.</p>					
ENV - Property - PI/669 - Percentage change in Display Energy Certificates (DECs) ratings within the Council's operational building portfolio.			10.00		
Mobilising the baseline data ongoing					
ENV - SAB & Highways - PI/352 - Percentage of Drainage Planning Applications responded to within 21 days			80.40		NA
This performance indicator has previously been collected annually. It will now be reported quarterly from quarter 2 2022/23					
ENV - Transfer Station - PI/851 - Reduce % of waste received sent to landfill					
These are new KPIs, we will gather benchmark data this year.					
ENV - Transfer Station - PI/853 - Reduce environmental non-compliance					
These are new KPIs, we will gather benchmark data this year.					
ENV - Waste Services - CP/067- Percentage of waste, reused, recycled or composted	65.84	68.14	65.25	64.00	
<p>10277.82 tonnes divided by 15751.59 tonnes</p> <p>Our overall recycling performance for Q1 2022 is 65.25%, which demonstrates that performance has decreased in comparison to the same quarter in the previous year. The headline recycling figure for 2021/22 does mean however that the Council remains above the current statutory target of 64%.</p>					

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We continued to send our black bag waste collected at the kerbside to higher recycling outlets for incinerator bottom ash (IBA) and other recycling. However, the amount of IBA and recycling that can be claimed is dependent on the outlets available at that time.

Kerbside recycling and composting tonnages collected was 13% lower than the corresponding period last year, which may reflect more people being restricted or working from home during 2021 due to Covid 19 when compared to 2022. However, further information would be needed to establish if this trend will continue.

The tonnage collected at our recycling centres and transfer station for recycling is lower than in the same quarter in the previous year which mostly reflects less street sweeping waste collected during the period. Booking arrangements currently remain in place with sufficient booking slots available to meet current visitor demand. The Re-use Shop in the Briton Ferry HWRC is now also open as normal.

The figures reinforce the planned review of the Council's waste strategy later in the year, to ensure the next statutory target of 70% in 2024/25 is achieved and exceeded.

All figures are subject to validation by Natural Resources Wales (NRW).

ENV - Waste Services - CP/068 - Kilograms of residual waste generated per person	49.22	53.04	48.60		
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The figure reported for Q1 is an improvement (48.60kgs/person) on the previous year (53.04kgs/person). Again this may be related to more people being restricted or working from home during 2021/22 due to Covid restrictions when compared to 2022.

ENV - Waste Services - PI/859 - Number of household missed collections (refuse)			575.00		
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The total number of refuse collections made during this period (April to June) is 429,000 and the missed collections represents just 0.13% of the total. The figures quoted include all calls logged, again, inevitably some calls, when investigated, are found to be 'unjustified' for reasons such as blocked access due to on-street parking; excess side waste and refuse presented on the in-correct day or week.

ENV -Waste Collection - PI/860 - Number of household missed collections (recycling)			850.00		
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The total number of recycling collections made during the period (April to June) is 858,000 and the missed collections represents just 0.10% of the total. The figures quoted include all calls logged although inevitably some calls, when investigated, are found to be 'unjustified' for reasons such as, blocked access due to on-street parking; not presented correctly (cardboard presented loose or in single use plastic bags); contaminated recycling and recycling presented on the in-correct day.

Updated 14/2

How will we know we are making a difference (01/04/2022 to 30/06/2022)?

PI Title	Qtr 1 20/21	Qtr 1 21/22	Qtr 1 22/23	Target 22/23	Perf. RAG
1.2.4 SRP - Wellbeing Objective 4 – Jobs and Skills					
ENV - Regeneration & Economic Development - PI/457- Number of completed training weeks for apprenticeship, traineeships and work experience		451.00	808.00		
During the first quarter of 2022/23, work on Council construction projects continues to progress well, with various employment, training and work experience opportunities be offered to local people.					
ENV - Regeneration & Economic Development - PI/462 - Number of business enquires assisted resulting in advice, information or financial support being given to existing companies through Business Services		216.00	139.00	125.00	 Green
The team continue to be exceptionally busy as demand from local businesses for support, advice and services remains high. Enquiries range from requests for grant funding to support expansion and investment projects, property enquiries, recruitment support, training and skills needs, etc.As local businesses continue to recover from the effects of the pandemic, we anticipate demand for business support services to continue to be high throughout 2022/23.					
ENV - Regeneration & Strategic Development - PI/551 - Number of new business start-up enquiries assisted		15.00	27.00	70.00	 Red
Following the administration of the Welsh Government Emergency funding, officers have now returned to their day jobs and are working on devising a strategy to encourage and support new businesses throughout NPT including our valley communities. This will include the rollout of Enterprise events, the promotion of both Council and Welsh Government initiatives and an on-line business start up course which will be delivered in September in collaboration with the Rebel Business School.					
ENV - Regeneration & Strategic Development - PI/577 - Workways + - Number of people helped back to work , training or volunteering	19.00	25.00	14.00	12.00	 Green
During this quarter Workways+ have exceeded the target of supporting individuals who are economically inactive and unemployed to progress into employment, training, work experience or volunteering. Individuals are slowly gaining confidence and working towards employment. Measures are taking place to engage with more economically inactive participants to ensure that they have a variety of opportunities available to them to make the initial steps back into the labour market.					
ENV - Regeneration and Strategic Development - PI/557 - The number of jobs created/safeguarded as a result of financial support by the local authority		70.00	57.00	75.00	 Red
During quarter 1, the team have been processing a high number of quality funding applications from local businesses looking to grow, or invest in their operations.					
While some projects are facing delays due to worldwide supply chain issues, many are progressing well and are set to deliver substantial investments that will support employment and the recovery and diversification of the local economy.					

How will we know we are making a difference (01/04/2022 to 30/06/2022)?

PI Title	Qtr 1 20/21	Qtr 1 21/22	Qtr 1 22/23	Target 22/23	Perf. RAG
1.2.5 SRP - Governance and Resource (cross-cutting) - including Planning & Performance, Workforce Management, Financial Resources, Democracy, Community Relations, Asset Management and Commissioning & Procurement.					
ENV - Building Control - PI/371 - BCT/004 – Percentage of Building Control ‘full plan’ applications checked within 15 working days during the year.	100.00	97.83	100.00	95.00	 Green
Maximum performance in an area measuring how quickly we deal with applications, enabling applicants to proceed with the work without delay and with confidence.					
ENV - Highways & Drainage - PI/434 - Number of reported properties flooded		2.00	0		
There was no flooding in the first quarter.					
ENV - Lighting & Building Services - PI/392 - The number of calendar days to repair all street lamp failures during the year			2.03	4.00	 Green
New PI data will be reported quarterly from 2022/23					
ENV - Property - PI/667 - Reduction in the overall size of the corporate estate (NIA Reduction).			10.00		
Mobilising the baseline data ongoing					
ENV - Property - PI/668 - Reduction in total useable area of office accommodation (NIA/ Employee).			10.00		
Mobilising the baseline data ongoing					
ENV - Property - PI/669 - Percentage change in Display Energy Certificates (DECs) ratings within the Council’s operational building portfolio.			10.00		
Mobilising the baseline data ongoing					
ENV - SAB & Highways - PI/353 - Percentage of Watercourse Consents Applications responded to within 8 weeks statutory period				80.90	 NA
This performance indicator has previously been collected annually. It will now be reported quarterly from quarter 2 2022/23.					



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

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Performance Indicators

Neath Port Talbot Council

Appendix 2 - Environment, Regeneration & Streetscene Services Cabinet Board - Compliments and Complaints - Quarter 1 (1st April - 30th June) - 2022/23

Print Date: 09-Sep-2022

How will we know we are making a difference (01/04/2022 to 30/06/2022)?

PI Title	Qtr 1 Actual 20/21	Qtr 1 Actual 21/2	Qtr 1 Actual 22/23	Target 22/23	Perf. RAG
ENVIRONMENT AND REGENERATION					
PI/268 - Environment, Regeneration and Streetscene Services - % of closed complaints at Stage 1 that were upheld/partially upheld in the financial year	0.00	0.00	0.00		
<p>19 Stage 1 complaints were received in this quarter. 14 of Stage 1 Complaints were closed in this period, of which none were upheld.</p> <p>During the same quarter last financial year there were 12 Stage 1 complaints received and closed, none were upheld.</p> <p>Stage 1 Complaints received in quarter 1 2022/23 relate to:</p> <ul style="list-style-type: none"> Environmental Health x 5 (1 of which was Ombudsman Complaint) Planning x 1 Engineering x 3 Highway Development Control x 1 Streetcare x 3 Estates x 1 Parking Services x 3 Waste / Recycling x 2 					
PI/269 - Environment, Regeneration and Streetscene Services - % of closed complaints at Stage 2 that were upheld/partially upheld in the financial year		0.00			
<p>3 Stage 2 complaints were received in this quarter, 3 remain open at the end of the period.</p> <p>Complaints included:- Environmental Health x 1 Network & Programme Management x 2</p>					
PI/270 - Environment, Regeneration and Streetscene Services - % of closed complaints dealt with by the Public Services Ombudsman that were upheld/partially upheld			0.00		
There was 1 closed complaint for Environmental Health dealt with by the Public Ombudsman this was not upheld.					

PI/271 - Environment, Regeneration and Streetscene Services - number of compliments received from the public	9.00	14.00	10.00		
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Compliments received:
Neighbourhood Services x 4, Road Safety x 1, Highways x 2, Environmental Health x 1, WCSM x 2

Mae'r dudalen hon yn fwiadol wag