

Pecyn Dogfennau



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DYDD MAWRTH, 19 HYDREF 2021

AT: HOLL AELODAU'R CABINET

YR WYF DRWY HYN YN EICH GALW I FYNYCHU RHITH-GYFARFOD O'R **CABINET** AM **10.00 YB, DYDD LLUN, 25 HYDREF, 2021** ER MWYN CYFLAWNI'R MATERION A AMLINELLIR AR YR AGENDA SYDD YNGHLWM

Wendy Walters

PRIF WEITHREDWR

Swyddog Democrataidd:	Janine Owen
Ffôn (Ilinell uniongyrchol):	01267 224030
E-bost:	JanineOwen@sirgar.gov.uk

Wendy Walters Prif Weithredwr, *Chief Executive*,
Neuadd y Sir, Caerfyrddin. SA31 1JP
County Hall, Carmarthen. SA31 1JP

Y CABINET

AELODAETH - 10 AELOD

Cynghorydd	Portffolio
Emlyn Dole	Arweinydd Arweinyddiaeth a Strategaeth Gorfforaethol; Cadeirydd y Bwrdd Gweithredol; Cynrychioli'r Cyngor ar CLILC; Datblygu Economaidd; Yn cynrychioli'r Cyngor ar Ranbarth Dinas Bae Abertawe; Cydweithio; Marchnata a'r Cyfryngau; Penodi Aelodau o'r Bwrdd Gweithredol; Penderfynu ar bortffolios ABG; Cyswllt â'r Prif Weithredwr; Bwrdd Gwasanaethau Cyhoeddus
Mair Stephens	Dirprwy Arweinydd Rheolwr Busnes y Cyngor; Adnoddau Dynol; Rheoli Perfformiad; Archwilio Cymru; Hyfforddiant; T.G.Ch; T.I.C. Cynllunio strategol
Ann Davies	Cymunedau a Materion Gwledig Materion Gwledig ac Ymgysylltu â'r Gymuned; Diogelwch Cymunedol; Yr Heddlu; Deddf Gwrthderfysgaeth a Diogelwch 2015; Trechu Tlodi; Llesiant Cenedlaethau'r Dyfodol; Cyswllt y Trydydd Sector; Cydraddoldeb, Strategaeth Newid yn yr Hinsawdd.
Glynog Davies	Addysg a Phlant Ysgolion; Gwasanaethau Plant; Anghenion Addysgol Arbennig; Diogelu; Cartrefi Seibiant; Gwasanaeth Gwella Ysgolion Integredig Rhanbarthol; Dysgu Oedolion yn y Gymuned; Gwasanaethau Ieuenctid; Gwasanaethau Arlwyio Ysgolion, Aelod Arweiniol dros Blant a Phobl Ifanc; Llysgennad Ieuenctid
Hazel Evans	Amgylchedd Sbweriel; Clanhau Strydoedd; Gwasanaethau Priffyrdd aThrafnidiaeth; Cynnal a Chadw Tiroedd; Gwasanaethau Adeiladu; Gofalu; Clanhau Adeiladau; Cynlluniau Argyfwng; Llifogydd, Hawliau Tramwy Cyhoeddus.
Linda Evans	Tai Tai - Cyhoeddus; Tai - Preifat; Heneiddio'n dda
Peter Hughes - Griffiths	Diwylliant, Chwaraeon a Thwristiaeth Llysgennad Cynghorau Tref a Chymuned; Datblygu'r Iaith Gymraeg; Theatrau; Chwaraeon; Canolfannau Hamdden; Amgueddfeydd; Llyfrgelloedd; Parciau Gwledig; Twristiaeth.
Philip Hughes	Diogelu'r Cyhoedd Safonau Masnach; Iechyd yr Amgylchedd. Gorfodaeth Amgylcheddol; Gorfodaeth Cynllunio; Gwastraff Didrwydded; Gwasanaethau Parcio; Bio amrywiaeth
David Jenkins	Adnoddau Cyllid a'r Gyllideb; Effeithlonrwydd Corfforaethol; Rheoli Eiddo / Asedau; Caffael; Budd-daliadau Tai; Refeniw; Gwasanaethau Statudol (Crwneriaid, Cofrestryddion, Etholiadol, Arglwydd Rhaglaw); Hyrwyddwr y Lluoedd Arfog; Canolfannau Cyswllt a Chanolfannau Gwasanaethau Cwsmeriaid
Jane Tremlett	Gofal Cymdeithasol ac Iechyd Gwasanaethau Cymdeithasol i Oedolion; Gofal Preswyl; Gofal Cartref; Anableddau Dysgu; Iechyd Meddwl; Cyswllt / Cydweithio / Integreiddio â'r GIG; Gwasanaethau Arlwyio Cartefi Gofal, Pencampwr Gofalwyr; Llysgennad Anabledd; Pencampwr Gofal Dementia

A G E N D A

1. YMDDIHEURIADAU AM ABSENOLDEB
2. DATGANIADAU O FUDDIANNAU PERSONOL
3. LLOFNODI FEL COFNOD CYWIR COFNODION CYFARFOD Y BWRDD GWEITHREDOL A GYNHALWYD AR Y 11 HYDREF 2021 5 - 8
4. CWESTIYNAU Â RHYBUDD GAN YR AELODAU
5. CWESTIYNAU A RHYBYDD GAN Y CYHOEDD
6. LLOFNODI CYFAMOD Y LLUOEDD ARFOG 9 - 18
7. HIERARCHAETH RHWYDWAITH HAWLIAU TRAMWY CYHOEDDUS 19 - 32
8. MANIFFESTO GWEITHREDU DROS YR HINSAWDD GLOBAL GOALKEEPERS SIR GAERFYRDDIN 33 - 40
9. DIWEDDARU RHAGLEN GYFALAF 41 - 52
10. SAFLEOEDD CYFLOGAETH GWLEDIG - CYTUNDEB CYD-FENTER 53 - 102
11. YMATEB I LLIFOGYDD MEWN ARGYFWNG - TREFNIADAU DIGWYDDIADAU STORM 103 - 124
12. UNRHYW FATER ARALL Y GALL Y CADEIRYDD OHERWYDD AMGYLCHIADAU ARBENNIG BENDERFYNU EI YSTYRIED YN FATER BRYD YN UNOL AG ADRAN 100B(4)(B) O DDEDDF LLYWODRAETH LEOL, 1972.

Mae'r dudalen hon yn wag yn fwriadol

CABINET

11 HYDREF 2021

YN BRESENNOL: Y Cynghorydd E. Dole (Cadeirydd)

Y Cynghorwyr:

C.A. Davies, G. Davies, H.A.L. Evans, L.D. Evans, P.M. Hughes, P. Hughes-Griffiths, D.M. Jenkins a L.M. Stephens.

Hefyd yn bresennol:

Y Cynghorwyr: D.M. Cundy.

Yr oedd y swyddogion canlynol yn gwasanaethu yn y cyfarfod:

W. Walters, Prif Weithredwr

J. Morgan, Cyfarwyddwr y Gwasanaethau Cymunedau

C. Moore, Cyfarwyddwr Gwasanaethau Corfforaethol

G. Morgans, Cyfarwyddwr Gwasanaethau Addysg a Phlant

R. Mullen, Cyfarwyddwr yr Amgylchedd

N. Daniel, Pennaeth Dros Dro y Gwasanaethau Cynllunio

L.R. Jones, Pennaeth Gweinyddiaeth a'r Gyfraith

A. Williams, Pennaeth y Gwasanaethau Amgylcheddol a Gwastraff;

D.W. John, Rheolwr Gwasanaethau Amgylcheddol

I.R. Llewelyn, Rheolwr Blaen-gynllunio

L. Morris, Uwch Swyddog Y Wasg

L. Jenkins, Swyddog Cefnogi Bwrdd Gweithredol

K. Thomas, Swyddog Gwasanaethau Democrataidd

M.S. Davies, Swyddog Gwasanaethau Democrataidd

S. Rees, Cyfieithydd Ar Y Pryd

Rhith-Gyfarfod: 10:00yb - 10:40yb

1. YMDDIHEURIADAU AM ABSENOLDEB.

Cafwyd ymddiheuriad am absenoldeb gan y Cynghorydd J. Tremlett.

2. DATGANIADAU O FUDDIANNAU PERSONOL.

Ni ddatganwyd unrhyw fuddiannau personol.

3. LLOFNODI FEL COFNOD CYWIR COFNODION CYFARFOD Y CABINET A GYNHALWYD AR Y 27AIN MEDI, 2021.

PENDERFYNWYD YN UNFRYDOL lofnodi cofnodion cyfarfod y Bwrdd Gweithredol a gynhaliwyd ar 27 Medi 2021, gan eu bod yn gywir.

4. CWESTIYNAU Â RHYBUDD GAN YR AELODAU.

Dywedodd y Cadeirydd nad oedd dim cwestiynau â rhybudd wedi cael eu cyflwyno gan yr Aelodau.

5. CWESTIYNAU A RHYBYDD GAN Y CYHOEDD.

Dywedodd y Cadeirydd nad oedd dim cwestiynau wedi dod i law gan y cyhoedd.

6. ADRODDIAD MONITRO BLYNYDDOL 2019/21 CYNLLUN DATBLYGU LLEOL MABWYSIEDIG SIR GAERFYRDDIN.

Rhoddodd y Cabinet ystyriaeth i'r Adroddiad Monitro Blynyddol ar gyfer Cynllun Datblygu Lleol Sir Gaerfyrddin a fabwysiadwyd, a oedd wedi'i baratoi'n unol â darpariaethau Deddf Cynllunio a Phrynu Gorfodol 2004 a Rheoliadau Cynllun Datblygu Lleol 2005. Er gwaethaf barnu bod cynnydd wedi'i wneud o ran gweithredu llawer o bolisiau ac amcanion y Cynllun a fabwysiadwyd, roedd elfennau a rhannau ohono nad oeddent yn cael eu cyflawni yn ôl y bwriad. Roedd Pandemig Covid-19 a'r cyfyngiadau cysylltiedig wedi ychwanegu at y broblem. Yn hyn o beth, roedd yn anochel bod rhai o ganfyddiadau'r Adroddiad hwn yn adleisio'r heriau a brofwyd gan rai sectorau a chymdeithas.

Yn unol â dyletswydd statudol y Cyngor, byddai'r Adroddiad yn cael ei gyflwyno i Lywodraeth Cymru a'i gyhoeddi ar wefan y Cyngor erbyn 31 Hydref 2021. Byddai ymgynghoriad anffurfiol yn cyd-fynd â hyn a fyddai'n rhoi cyfle i bartïon â diddordeb roi sylwadau ar y materion allweddol a godwyd. Er nad oedd yn ofyniad statudol, roedd ymgynghoriad o'r fath yn gyfle pwysig i gyflwyno sylwadau, a lle bo'n briodol, i'r sylwadau hynny gyfrannu at gynnwys Adroddiadau Monitro Blynyddol dilynol. Byddai cynnwys yr Adroddiad Monitro Blynyddol presennol, ynghyd â chynnwys y tair dogfen flaenorol, yn cael ei ddefnyddio wrth baratoi'r Cynllun Datblygu Lleol Diwygiedig 2018 – 2033 a'i sylfaen dystiolaeth gysylltiedig.

PENDERFYNWYD YN UNFRYDOL ARGYMELL I'R CYNGOR y dylid cymeradwyo'r Adroddiad Monitro Blynyddol ar gyfer Cynllun Datblygu Lleol Sir Gaerfyrddin, ac awdurdodi swyddogion i wneud newidiadau teipograffyddol neu ffeithiol yn ôl yr angen i wella ei eglurder a'i gywirdeb.

7. STRATEGAETH WASTRAFF I'R DYFODOL.

Rhoddodd y Cabinet ystyriaeth i Strategaeth Wastraff arfaethedig Sir Gaerfyrddin 2021-2025, a oedd yn manylu ar yr ystyriaethau, y mesurau a'r strategaeth arfaethedig ar gyfer gwella'r gwasanaeth casglu gwastraff wrth ymyl y ffordd yn y dyfodol, er mwyn cyflawni'r mesurau a nodwyd yn strategaethau Llywodraeth Cymru 'Tuag at Ddyfodol Diwastraff' a 'Mwy nag Ailgylchu'. Er bod y model gwasanaeth presennol wedi galluogi'r Awdurdod i ragori ar y targed statudol o 64%, barnwyd bod angen newid pellach i gyrraedd y targed ailgylchu o 70% o 2024/25, y targed disgwyliedig o 80% erbyn 2030 a darparu sylfaen ar gyfer gwelliannau i sicrhau dim gwastraff erbyn 2050.

PENDERFYNWYD YN UNFRYDOL

7.1 cymeradwyo'r cyfeiriad a bennwyd ar gyfer y gwasanaeth, sef ateb dros dro ac yna newid mwy hirdymor i'r gwasanaeth, gan gynnwys y cynigion interim canlynol:

- symud i gasgliadau ailgylchu wythnosol;

- newid i gasgliadau gwastraff gweddilliol bob tair wythnos;
- casglu gwydr ar wahân wrth ymyl y ffordd (bob 3 wythnos am y tro);

7.2 dechrau prynu'r cerbydau ychwanegol sydd eu hangen ar gyfer yr ateb dros dro;

7.3 datblygu'r rhaglen o newid mwy hirdymor i'r gwasanaeth er mwyn symud yn 2024:

- i gasgliadau ailgylchu sy'n cydymffurfio â "Glasbrint" Llywodraeth Cymru
- ailgylchu gwydr wythnosol fel rhan o ddull casglu didoli wrth ymyl y ffordd;
- casglu deunydd ychwanegol – tecstilau, Offer Domestig Bach a batris.

8. EFFAITH PWYSAU CENEDLAETHOL O RAN GOFAL CYMDEITHASOL YN SIR GAERFYRDDIN - ADRODDIAD CYFARWYDDWR STATUDOL Y GWASANAETHAU CYMDEITHASOL.

Atgoffwyd y Cabinet, o dan y Ddeddf Gwasanaethau Cymdeithasol a Llesiant, fod gan Gyfarwyddwr Statudol y Gwasanaethau Cymdeithasol ddyletswydd i gynghori Cynghorwyr ynghylch - ymysg pethau eraill - yr heriau, y risgiau a'r amgylchiadau lle roedd materion staffio'n effeithio ar allu'r awdurdod i gyflawni ei gyfrifoldebau statudol, ac i friffio'r Prif Weithredwr a'r Cynghorwyr ynghylch materion oedd yn debygol o achosi pryder ymhlith y cyhoedd a strategaethau i ymdrin â'r sefyllfaoedd hynny.

Yn unol â hynny, rhoddodd y Cabinet ystyriaeth i adroddiad ar yr heriau oedd yn wynebu Gofal Cymdeithasol yng Nghymru yn deillio o'r pandemig COVID-19, effaith hyn ar drigolion Sir Gaerfyrddin, a rhai o'r camau oedd yn cael eu cymryd i leihau'r effaith honno. Er bod y pwysau ar ei fwyaf yn y gwasanaethau i bobl hŷn, roedd yr adroddiad yn nodi hefyd bwysau ym meysydd Iechyd Meddwl, Anableddau Dysgu a'r Gwasanaethau Plant. Roedd yr adroddiad yn nodi y byddai unrhyw risgiau sylweddol yn y dyfodol yn cael eu hystyried yn ofalus a byddid yn adrodd yn eu cylch lle bo'r angen. Sicrhawyd y Cabinet fod y sefyllfa'n cael ei rheoli'n lleol ond roedd yn anochel yn effeithio ar ansawdd y gofal roedd unigolion yn ei gael a darpariaeth gyffredinol y gofal hwnnw. Nodwyd bod gan yr Awdurdod system gadarn o adrodd, gwneud penderfyniadau a rheoli ar waith ar ffurf llinellau corfforaethol clir ac arweinyddiaeth wleidyddol.

PENDERFYNWYD YN UNFRYDOL nodi cynnwys yr adroddiad a'r goblygiadau a'r camau allweddol oedd yn cael eu cymryd.

9. UNRHYW FATER ARALL

Dywedodd y Cadeirydd nad oedd unrhyw eitemau eraill o fater brys.

CADEIRYDD

DYDDIAD

Mae'r dudalen hon yn wag yn fwriadol

CYFARFOD CABINET

25 HYDREF 2021

LLOFNODI CYFAMOD Y LLUOEDD ARFOG

Y Pwrpas:

I'r Cyngor gadarnhau ei ymrwymiad i gymuned y Lluoedd Arfog drwy lofnodi Cyfamod y Lluoedd Arfog wedi'i ddiweddarau.

Yr argymhellion / penderfyniadau allweddol sydd eu hangen:

1. Bod y Cyngor yn ailddatgan ei ymrwymiad i gefnogi cymuned y Lluoedd Arfog drwy lofnodi Cyfamod y Lluoedd Arfog wedi'i ddiweddarau.
2. Cynnal digwyddiad i lofnodi'r Cyfamod yn swyddogol ac i goffáu ei ben-blwydd yn 10.

Y Rhesymau:

Llofnododd y Cyngor y Cyfamod Cymunedol yn wreiddiol yn 2013, a oedd yn ymrwymiad partneriaeth gydag amrywiaeth o randdeiliaid eraill. Mae'r Cyfamod Cymunedol bellach wedi'i ddiwygio i fod yn Gyfamod y Lluoedd Arfog y mae sefydliadau unigol yn ei gefnogi, felly mae angen i'r Cyngor ailddatgan ei ymrwymiad i Gyfamod y Lluoedd Arfog.

Angen ymgynghori â'r Pwyllgor Craffu perthnasol I'w gadarnhau

Angen i'r Cabinet wneud penderfyniad OES

Angen i'r Cyngor wneud penderfyniad NAC OES

YR AELOD CABINET SY'N DAL Y PORTFFOLIO:

Y Cyng. David Jenkins, Hyrwyddwr y Lluoedd Arfog

Y Gyfarwyddiaeth: Y Prif
Weithredwr

Enw Pennaeth y Gwasanaeth:

Noelwyn Daniel

Awdur yr Adroddiad:
Hayley Edwards

Swydd:

Pennaeth TGCh a Pholisi
Corfforaethol

Swyddog Cyswllt
Rhanbarthol - y Lluoedd
Arfog

Ffôn:

Cyfeiriadau e-bost:
NDaniel@sirgar.gov.uk
HREdwards@sirgar.gov.uk

EXECUTIVE SUMMARY

CABINET

25 OCTOBER 2021

SIGNING THE ARMED FORCES COVENANT (AFC)

Armed Forces serving personnel, veterans, reservists, and their families are valued members of our communities and represent approximately 12% of our population which is around 23k people in Carmarthenshire.

This proposal serves to ask the Council to reaffirm the Council's commitment to our Armed Forces Community and it will also serve to refresh the Council's commitments into more appropriate measures, and to be formally acknowledged nationally.

In June 2011 the UK Government launched the 'Armed Forces Community Covenant' following the notion of a 'Military Covenant' between the Government and the UK Armed Forces which all started in around 2000.

Carmarthenshire County Council (CCC) signed the 'Community Covenant' in 2013 with a range of other public and third sector partners. Businesses at the time signed a 'Corporate Covenant'. In 2014 the two evolved into the Armed Forces Covenant with organisations making a unilateral pledge to the covenant.

Since 2013 the Council has made progress on these commitments and the tenets of the covenant, thereby demonstrating our ongoing commitment to the Armed Forces community, led by the Armed Forces Champion Cllr David Jenkins. Cllr Jenkins represents the County Council at The Regional Armed Forces Forum which brings together representatives of the three Armed Forces Forums of Carmarthenshire, Ceredigion and Pembrokeshire, Hywel Dda University Health Board and other partners to consider matters relating to Health and the AFC on a regional footing. He also presides over the Carmarthenshire Armed Forces Forum with key stakeholders within our Armed Forces Community with the county.

Within the Council, the Education, Housing and People Management departments are developing initiatives in collaboration with the Regional Armed Forces Liaison Officer on strengthening the delivery of the covenant. The Council's Education Department have been very proactive in identifying where and how many of our schools have armed forces children so we can better meet their needs. The People Management Division have been working towards identifying our Armed Forces Community in our recruitment initiatives. Following discussion with our colleagues in people management it is recognised that our current practices and policies would enable us to apply for the Defence Employer Recognition Scheme. Notably Carmarthenshire's Housing Division has been commended recently by one of our Armed Forces Charities for their progressive work meeting the needs of service users from within the Armed Forces Community.

All councils are now being encouraged to sign the AFC. 15 of the 22 councils in Wales, along with some of our partner signatories on the Community Covenant (e.g. Dyfed Powys Police, Hywel Dda UHB, Age Cymru Dyfed) have gone on to sign the AFC unilaterally.

The Armed Forces Covenant for the Council to sign is attached as Appendix A. In signing it again, we are reaffirming our commitment to the principles of the AFC:

(a) the unique obligations of, and sacrifices made by, the armed forces;

(b) the principle that it is desirable to remove disadvantages arising for service people from membership, or former membership, of the armed forces; and

(c) the principle that special provision for service people may be justified by the effects on such people of membership, or former membership, of the armed forces. (In respect of those who have services related medical conditions or injuries and the bereaved).

Carmarthenshire County Council recognises the value serving personnel, reservists, veterans and military families bring to our business. We will seek to uphold the principles of the Armed Forces Covenant, by:

- *promoting the fact that we are an armed forces-friendly organisation – through appointment of an Armed Forces Champion. The Champion will lead the delivery of a quarterly Armed Forces Covenant partnership forum which aims to bring together public and non-public bodies to ensure collaboration for the benefit of the Armed Forces Community as outlined in the Covenant.*
- *seeking to support the employment of veterans young and old, by working with our Armed Forces Community to enable this.*
- *Striving to support the employment of service spouses and partners.*
- *seeking to support our employees who choose to be members of the Reserve Forces reflected in our employment policies for accommodating their training and deployment where possible*
- *Apply for the Defence Employer Recognition Scheme award.*
- *Aiming to actively participate in Armed Forces Day*
- *Hosting the Wales Armed Forces Day in 2026 (as agreed with WLGA)*

2021 is a milestone year for the Armed Forces Community and marks three noteworthy events.

1. The 10th Anniversary of the Armed Forces Covenant (AFC) being in existence;
2. The 2021 Census including for the first time ever a question about the Armed Forces Community, which supports the commitment made by local government under the armed Forces Covenant and will help to understand the and needs of the ex-military community and in turn step up more targeted and efficient support;
3. The UK Government Armed Forces Bill 2021 (AFB21) will establish a legal duty for public authorities to have due regard to the principles of the AFC, moving from the current voluntary support. The forthcoming legislation (which is currently making its way through UK Government) will place a statutory duty upon us to have due regard to the principles of the Armed Forces Covenant in the areas of health, education and housing.

REPORT ATTACHED?

YES:

Cyngor Sir Gâr
Carmarthenshire
County Council



Armed Forces Covenant

IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: **Noelwyn Daniel, Head of ICT & Corporate Policy**

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
NONE	NONE	NONE	NONE	NONE	YES	NONE

7. Staffing Implications:

Defence Employer Recognition Scheme: The criteria for each level are below:

Bronze Award Holders

- Must have signed the Armed Forces Covenant
- Pledge to support the Armed Forces and be open to employing veterans (including the wounded, injured and sick), military spouses, reservists, cadet instructors
- Promote being armed forces-friendly
- Receive an electronic certificate, and logos to display on their website and stationery

Silver Award Holders: In addition to the above:

- Be at Bronze level already
- Proactively demonstrate that armed forces community are not unfairly disadvantaged as part of their recruiting and selection processes.
- Employ at least one individual from the Armed Forces Community.
- Actively ensure that their workforce is aware of their positive policies towards defence people issues, e.g. an employer who supports the reserves must have internally publicised and positive HR policy on Reserves.
- Within the context of reserves, demonstrate they have support for mobilisation or have a framework in place. Demonstrate support to training by providing at least 5 days additional unpaid/paid leave.
- Must not have been the subject of any negative PR or media activity.

Gold Award Holders: In addition to the above;

- Have existing relationship with their National Account Manager/REED appropriate defence representative
- Be at Silver Level
- Must proactively demonstrate their forces-friendly credentials as part of their recruiting and selection processes. Where possible, they should be engaged with [Career Transition Partnership](#) (CTP) in the recruitment of service leavers and have registered for the [Forces Families Jobs](#) (FFJ) portal.
- the employer must be an exemplar within their market sector, advocating support to defence people issues to partner organisations, suppliers and customers with tangible positive results.
- within the context of Reserves the employer must provide at least 10 days' additional leave for training, fully paid, to the Reserve employee.

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: Noelwyn Daniel, Head of ICT & Corporate Policy

1. Scrutiny Committee - TBC

2. Local Member(s) - N/A

3. Community / Town Council - N/A

4. Relevant Partners

The Council works with a range of public and third sector partners to progress and support this work locally and regionally.

5. Staff Side Representatives and other Organisations - N/A

**CABINET MEMBER PORTFOLIO
HOLDER AWARE/CONSULTED**

YES:

Cllr. David Jenkins supportive of the suggested approach.

**Section 100D Local Government Act, 1972 – Access to Information
List of Background Papers used in the preparation of this report:**

THESE ARE DETAILED BELOW

Title of Document	File Ref No.	Locations that the papers are available for public inspection
Welsh Health Circular Priority Treatment and Healthcare for Veterans	WHC 2008 051 & WHC (2017) 041	Available through Hayley Edwards

Mae'r dudalen hon yn wag yn fwriadol



Carmarthenshire County Council

We, the undersigned, commit to honour the Armed Forces Covenant and support the Armed Forces Community. We recognise the value Serving Personnel, both Regular and Reservists, Veterans and military families contribute to our business and our country.

Signed on behalf of:
Carmarthenshire County Council

Signed: _____
Name: _____
Position: _____
Date: _____



The Armed Forces Covenant

An Enduring Covenant Between

The People of the United Kingdom
Her Majesty's Government

– and –

All those who serve or have served in the Armed Forces of the Crown

And their Families

The first duty of Government is the defence of the realm. Our Armed Forces fulfil that responsibility on behalf of the Government, sacrificing some civilian freedoms, facing danger and, sometimes, suffering serious injury or death as a result of their duty. Families also play a vital role in supporting the operational effectiveness of our Armed Forces. In return, the whole nation has a moral obligation to the members of the Naval Service, the Army and the Royal Air Force, together with their families. They deserve our respect and support, and fair treatment.

Those who serve in the Armed Forces, whether Regular or Reserve, those who have served in the past, and their families, should face no disadvantage compared to other citizens in the provision of public and commercial services. Special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

This obligation involves the whole of society: it includes voluntary and charitable bodies, private organisations, and the actions of individuals in supporting the Armed Forces. Recognising those who have performed military duty unites the country and demonstrates the value of their contribution. This has no greater expression than in upholding this Covenant.

Section 1: Principles of The Armed Forces Covenant

1.1 We at Carmarthenshire County Council will endeavour in our business dealings to uphold the key principles of the Armed Forces Covenant, which are:

- *Recognizing the unique obligations of, and sacrifices made by, the Armed Forces,*
- *no member of the Armed Forces Community should face disadvantage in the provision of public and commercial services compared to any other citizen*
- *in some circumstances special treatment may be appropriate especially for the injured or bereaved.*

Section 2: Demonstrating our Commitment

2.1 Carmarthenshire County Council recognises the value serving personnel, reservists, veterans and military families bring to our business. We will seek to uphold the principles of the Armed Forces Covenant, by:

- *promoting the fact that we are an armed forces-friendly organisation – through appointment of an Armed Forces Champion. The Champion will lead the delivery of a quarterly Armed Forces Covenant partnership forum which aims to bring together public and non-public bodies to ensure collaboration for the benefit of the Armed Forces Community as outlined in the Covenant.*
- *seeking to support the employment of veterans young and old, by working with our Armed Forces Community to enable this.*
- *striving to support the employment of service spouses and partners.*
- *seeking to support our employees who choose to be members of the Reserve Forces reflected in our employment policies for accommodating their training and deployment where possible*
- *applying for the Defence Employer Recognition Scheme Award*
- *aiming to actively participate in Armed Forces Day*
- *Hosting Wales Armed Forces Day in 2026.*

2.2 We will publicise these commitments through our literature and/or on our website, setting out how we will seek to honour them and inviting feedback from the Service community and our customers on how we are doing.

Mae'r dudalen hon yn wag yn fwriadol

CABINET

25 HYDREF 2021

HIERARCHAETH RHWYDWAITH HAWLIAU TRAMWY CYHOEDDUS

Y Pwrpas:

Ystyried a rhoi sylwadau ar fabwysiadu Hierarchaeth Rhwydwaith Hawliau Tramwy Cyhoeddus i alluogi dull sy'n seiliedig ar risg o reoli a chynnal y Rhwydwaith Hawliau Tramwy Cyhoeddus. Mae'r adroddiad yn nodi manylion yr hierarchaeth rhwydwaith arfaethedig.

Yr argymhellion / penderfyniadau allweddol sydd eu hangen:

Cymeradwyo mabwysiadu'r Hierarchaeth Rhwydwaith Hawliau Tramwy Cyhoeddus.

Y Rhesymau: Mae'r Rhwydwaith Hawliau Tramwy Cyhoeddus yn helaeth. Mae dros 2,400 cilometr o hyd ac yn cynnwys tua 3,176 o lwybrau. Mae'r adroddiad yn nodi'r angen i ddatblygu dull cyson, â rhesymau da i'w ategu, ar gyfer blaenoriaethu dyrannu adnoddau ar gyfer cynnal a chadw, gwella a gorfodi'r rhwydwaith. Cynigir dull sy'n seiliedig ar risg. Bydd y dull yn ystyried ffactorau fel: defnydd a lefel mynediad. Bydd hyn yn cynorthwyo'r tîm Mynediad Hawliau Tramwy Cyhoeddus i ddarparu gwasanaeth cyson yng nghyd-destun y galw cynyddol a'r adnoddau cyfyngedig sydd ar gael.

Angen ymgynghori â'r pwyllgor craffu perthnasol:

OES Anfonwyd ymlaen at aelodau'r Pwyllgor Craffu Diolgelu'r Cyhoedd a'r Amgylchedd i'w hystyried - e-bost 8 Hydref 2021

Angen Penderfyniad gan y Cabinet OES

Angen i'r Cyngor wneud penderfyniad NAC OES

YR AELOD O'R CABINET SY'N GYFRIFOL AM Y PORTFFOLIO:-

Y Cyngorydd Hazel Evans - Yr Aelod o'r Cabinet dros yr Amgylchedd.

Y Gyfarwyddiaeth:**Enw Pennaeth y Gwasanaeth:**

Steve Pilliner

Awdur yr Adroddiad:

Caroline Ferguson

Swyddi:

Pennaeth y Gwasanaeth:
Priffyrdd a Thrafnidiaeth

Cyfeiriadau E-bost:

SGPilliner@sirgar.gov.uk

EXECUTIVE SUMMARY

CABINET
25TH OCTOBER, 2021

PUBLIC RIGHTS OF WAY NETWORK HIERARCHY

The report requests approval to adopt the recently developed PROW Network Hierarchy.

The Hierarchy will provide a consistent means of prioritising the extensive PROW network to ensure that scarce resources are directed towards the most urgent issues and works through the adoption of a risk-based approach. The network hierarchy will provide an effective framework for prioritising the network. It will be used to prioritise works to include: maintenance, development projects and enforcement.

Adoption of the hierarchy will also assist the service to achieve many of the objectives contained in the Carmarthenshire Rights of Way Improvement Plan (ROWIP) 2019-2029.

Should the authority decide not to adopt the draft hierarchy we would continue to work with an un-categorised, un-prioritised PROW network. This would prevent the effective prioritisation of network management in a well-informed, defensible way which takes account of risk.

This would leave the authority more vulnerable to injury claims. It would also leave the authority unable to justify network management decisions.

The hierarchy approach has been trialled with a successful outcome. Given the success of the trial period in assisting the service to move to a strategic, risk-based management approach, it is recommended that the hierarchy should now be formally adopted by the authority.

DETAILED REPORT ATTACHED?

YES

IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: S.G.Pilliner

Head of Transportation and Highways

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
YES	YES	YES	YES	YES	NONE	NONE

1. Policy, Crime & Disorder and Equalities

The network hierarchy will enable consistent prioritisation of resources. The categories have been defined and populated taking account of maximising equality on the network, assigning value, thus priority of resource to those routes that provide multiuser or enhanced access opportunities.

2. Legal

The network hierarchy will be the approved method of prioritising the PROW network. A clearly prioritised network which takes account of risk and value provides a means of defending management decisions in the event of any form of legal challenge or claim against the authority such as an injury claim or service of Notice on the authority.

3. Finance

The network hierarchy will enable the Countryside Access team to target resources in a more strategic and risk-based way. Allocated budgets will be prioritised in accordance with the categories contained in the network hierarchy.

4. ICT

The categories of PROW as determined by the hierarchy need to be embedded in the Countryside Access Management System (CAMS) and be kept continually up to date in accordance with any revised categorisation of individual paths or groups of paths.

CAMS is the day-to-day PROW management tool for the Countryside Access team so ensuring each PROW is categorised with a visual trigger on the system means the principles of the hierarchy will consistently taken into account when issues are reported and projects are planned.

5. Risk Management Issues

Risk Management is the central principle of the draft hierarchy. It will be used to rank PROWs and associated assets with a risk-based scoring which will then direct our use of resources.

6. Physical Assets

The network hierarchy has been drafted to help prioritise and efficiently maintain PROW assets within available resources. The hierarchy will ensure that the highest priority sections of the network and associated assets are targeted for investment subject to the risk score awarded.

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: S.G.Pilliner

Head of Transportation and Highways

1. Scrutiny Committee

A copy of this report was circulated to Environmental and Public Protection Scrutiny Committee members for comment on 8th October 2021

2.Local Member(s) - Not applicable.

3.Community / Town Council - Not applicable

4.Relevant Partners

The Carmarthenshire Local Access Forum (LAF) has been consulted. Positive comments were received from the LAF Chair.

Concerns over the position of multi-user routes within the draft hierarchy by the Deputy Chair. All concerns were addressed through an exchange of correspondence, nothing further has been received in this regard.

5.Staff Side Representatives and other Organisations

Not applicable.

**CABINET MEMBER PORTFOLIO
HOLDER AWARE/CONSULTED**

YES

Section 100D Local Government Act, 1972 – Access to Information
List of Background Papers used in the preparation of this report:

THESE ARE DETAILED BELOW

Title of Document	File Ref No.	Locations that the papers are available for public inspection
Carmarthenshire Rights of Way Improvement Plan 2019-2019	ROWIP 2019-2029	https://www.carmarthenshire.gov.wales/media/1222043/rowip-english.pdf https://www.sirgar.llyw.cymru/media/1222044/rowip-welsh.pdf

Mae'r dudalen hon yn wag yn fwriadol

CABINET

25TH OCTOBER 2021

PUBLIC RIGHTS OF WAY NETWORK HIERARCHY

Head of Service & Designation. Stephen G. Pilliner	Directorate Environment	Telephone No. 01267 228150
Author & Designation Caroline Ferguson	Directorate Environment	

1. BACKGROUND AND EXPLANATION OF ISSUES

Carmarthenshire's PROW network consists of 3176 individual routes and extends to over 2400km in length (see appendix 1).

The last performance indicator survey results for the network (5% random network sample), completed in 2018, showed 52.3% of the routes on the PROW network are open.

Within this extensive network there are a large number of supporting structures which the County Council has a responsibility for. In the absence of a 100% network survey the total number of structures is unknown. To date, it has been established that the Council has 664 bridges, it is likely there are many more.

With a small team and limited resources, the Countryside Access service faces a few challenges in improving the management and condition of the PROW network such as :

- There is increasing use of the network year on year. During periods lockdown for COVID19, use of the PROW network has grown placing additional pressure on the service from users and landowners.
- The Carmarthenshire Rights of Way Improvement Plan (ROWIP) 2019-2029 introduced actions and policies intended to see network improvements throughout the term of the Policy. These include re-opening, improving and effectively maintaining the PROW network in accordance with our statutory duty.
- There is a need to manage the potential risk posed by the structures present on the network both to the public and to the authority.

The introduction of a risk- based methodology to prioritise the PROW network is one method that would allow available resources to be more strategically targeted to areas of highest risk and most prominent need.

A network hierarchy would also provide a consistent, defensible risk-based means of categorising our 3,176 routes by awarding each category an appropriate degree of priority.

2. HIERARCHY DEVELOPMENT

A project group of officers from the Countryside Access team has developed the network hierarchy shown below. Professional expertise, individual knowledge of the PROW network and ROWIP content was taken into consideration in developing the hierarchy.

Priority				
A - High	B – Med/High	C - Medium	D – Med/Low	E - Low
<p>Long Distance Walks:</p> <ul style="list-style-type: none"> Wales Coast Path St Illtyd's Walk Heart of Wales Line Trail Landsker Borderlands Trail <p>All Ability Routes:</p> <ul style="list-style-type: none"> Routes particularly suited for less able users. <p>High Utility / High Use: Paths (normally tarmacked) which provide alternative to short car trips – such as home to school, commuting, retail, key community facilities.</p>	<p>Promoted Routes / County Walks Routes that are promoted on the Discover Carmarthenshire website.</p> <p>Multi-user PROWs:</p> <ul style="list-style-type: none"> Bridleways Restricted Byways Byways Open to All Traffic 	<p>Linking Paths Paths forming a valuable link to an A or B classified route.</p> <p>T&CC Priority Paths Town / Community Council maintained or prioritised paths.</p> <p>Community Value Paths Routes to key attractions / significant amenity benefit.</p>	<p>Otherwise Uncategorized Paths Paths not classified A, B, C or E.</p> <p>Open Access Link Routes linking to Open Access Land.</p>	<p>Cul-de-sac Paths (unless amenity use can be identified)</p> <p>Purposeless Paths Paths with no obvious purpose.</p>

Factors taken into account in determining the criteria for each category included:

- Level of promotion of PROW
- Likely footfall
- Accessibility
- Type of user
- Likely Purpose/Usefulness/Value of PROW

In considering the criteria set out above, the project group were able to determine the level of potential risk associated with certain PROWs/groups of PROWs and therefore where they should feature within the hierarchy.

Detail of the routes within the hierarchy criteria is set out as follows:

Priority A (High)

Long Distance Walks.

The Wales Coast Path (www.walescoastpath.gov.uk)

Wales is one of only a few countries in the world to have a continuous coastal path along its entire coastline. It is 1400km long and was developed with the support of the Welsh Government and was launched in 2012. **96km** of the path falls within Carmarthenshire. It is managed by Natural Resources Wales, in conjunction with Local Authorities. It has distinct way markers and is marked on Ordnance Survey maps.

St Illtyd's Walk

Saint Illtyd's Walk is a 103 km waymarked long-distance footpath in South Wales, **19km** of which travels through Carmarthenshire. It runs from Pembrey Country Park, west of Burry Port, through rural eastern Carmarthenshire and Neath Port Talbot to end at Margam Country Park, south of Port Talbot. The walk is named after Illtyd (or Illtud), a late-fifth / early-sixth century Welsh saint. It has distinct waymarkers and is marked on Ordnance Survey maps.

Heart of Wales Line Trail (www.heart-of-wales.co.uk/experiences)

The Heart of Wales Line Trail is a long distance walk that weaves between stations along the line. It opened in Spring 2019 across Shropshire, Powys, Carmarthenshire, Brecon Beacons National Park, and the City & County of Swansea. The route has distinct waymarkers and is anticipated to be marked on future Ordnance Survey maps. **58km** of the Heart of Wales Line Trail travels through Carmarthenshire.

Landsker Borderlands Trail

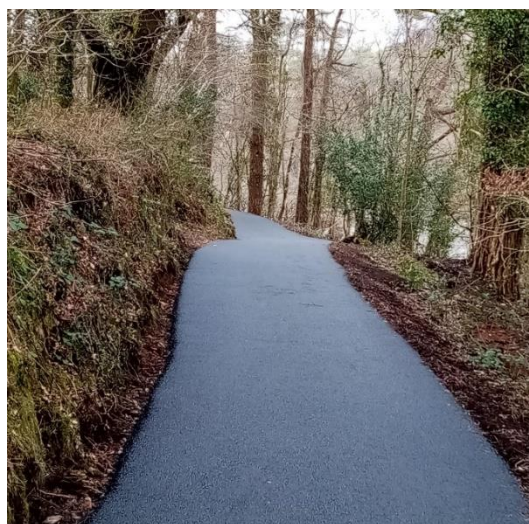
The Landsker Borderlands trail is a 92km [long distance](#), looped walking route in [West Wales, 16km of which falls in Carmarthenshire](#). Landsker is an old Norse word for frontier. The route explores the rural area on the Pembrokeshire/Carmarthenshire border from Llanboidy and Efailwen in the north via Canaston Bridge on the Daugleddau to Landshipping and Lawrenny in the south, returning via Reynalton and Ludchurch. The route is on OS maps and is waymarked.

All Ability Routes

These PRowS tend to be fairly level routes that have relatively smooth or sealed surfaces, and good accessibility that lend themselves to access with mobility aids such as wheelchairs and mobility vehicles. The number of All Ability Routes is limited but they provide a high value amenity to all users and particularly those with mobility impairments.



2 - Swiss Valley Reservoir access



1 - Swiss Valley Reservoir path surface

High Utility / High Use

Paths which provide alternative to short car trips – such as home to school, commuting, retail, key community facilities. They are normally tarmacked, and often will appear similar in nature to adjacent footways/pavements.

Priority B (Med/High)

Promoted Routes / County Walks

These include the routes that are promoted on the Discover Carmarthenshire website: www.discovercarmarthenshire.com/explore/walking-in-carmarthenshire/

Multi-user PRowS

90% of Carmarthenshire's total PRow network is made up of public footpaths that provide public access for pedestrians (including mobility vehicles where possible) only. It is therefore important to ensure that the remaining 10% of the County's PRowS which are multi-user are effectively prioritised. These routes comprise:

Bridleways

Bridleways give access to the following classes of user:



Restricted Byways

Restricted byways give access to the following classes of user:



Byways Open to All Traffic (BOATs)

BOATs give access to the following classes of user:



Priority C (Medium)

Linking Paths

Paths forming a valuable link to a Priority A or B route.

Town & Community Council Priority Paths

Paths that have been identified by the Town / Community Council as a priority within the area.

Community Value Paths

Routes to key attractions or those which have significant amenity benefit.

Priority D (Med/Low)

Otherwise Uncategorised Paths

Paths not classified A, B, C or E.

Open Access Link

Routes linking to Open Access Land (e.g designated forestry, common land etc).

Priority E (Low)

Cul-de-sac Paths (unless amenity use can be identified)

Dead-end routes, such as those leading to a facility that is no longer in use.

Purposeless Paths

Paths that serve little purpose as more popular alternatives are available, or there is no current demand for the route.

Certain PROWs have been excluded from the draft Network Hierarchy due to alternative management arrangements which satisfactorily ensure maintenance and enforcement is carried out. Those outside of the hierarchy are shown below.

Classification	Identification	Maintenance
<u>Highway (6km)</u>	Those routes that are dual-registered as Highway and PROW.	These will be maintained by the Highways Dept.
<u>Cycleway (30km)</u>	PROWs which have been identified as forming part of a recognised Cycle Network.	Maintenance responsibility of these routes to be undertaken by the Highways and Transportation Division.
<u>Brecon Beacons National Park (BBNP) (223km)</u>	PROWs within the boundary of the BBNP.	These are maintained by the BBNP under a Delegation Agreement.

3. CONSULTATION

The Countryside and Rights of Way Act 2000 placed a statutory duty on every highway and National Park authority to set up and maintain a Local Access Forum (LAF) in its area. The LAF are set up to advise local authorities, Natural Resources Wales and the Welsh Government on access developments.

The LAF has been consulted on the draft document.

Subject to approval, all Town and Community Councils (T&CCs) will be consulted in order to fully implement the Network Hierarchy.

In order to populate '*Priority C; Town and Community Council Priority Paths*' each T&CC will be asked to determine the priority routes in their area and submit them to the Authority. The routes identified can then be embedded in the Countryside Access mapping system for future prioritisation.

4. CONCLUSION.

The categorised PROWs have been added to the Countryside Access Management System (CAMS) on a trial basis to test the effectiveness of the hierarchy in prioritising the PROW network from the point of view of day-to-day network management.

There is work still to do in prioritising a proportion of the network that cannot be immediately categorised due to the generic status of certain routes. However, those routes that have been awarded a classification in accordance with the draft hierarchy are now easily identified and assigned an appropriate priority in all aspects of PROW management.

Additionally, the draft document has been used to prioritise improvement and capital projects for 2021-22 onwards.

Given the success of the trial period in assisting the service to move to a strategic, risk-based management approach, it is recommended that the hierarchy should now be formally adopted by the authority and used as a management tool going forward.

3. OTHER OPTIONS AVAILABLE AND THEIR PROS AND CONS

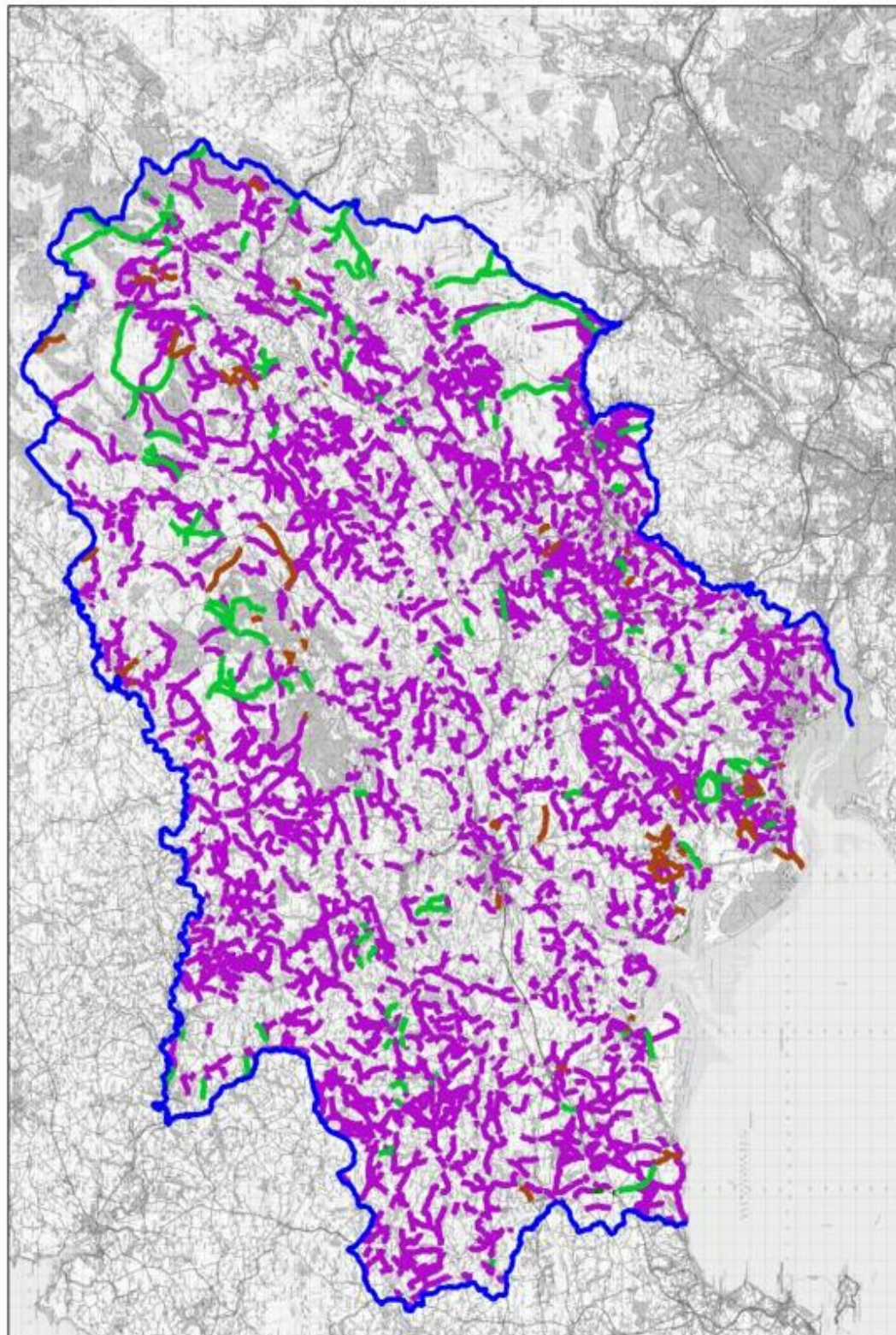
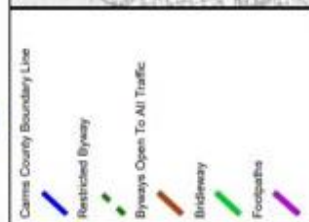
Not adopt the draft Network Hierarchy

Should the authority decide not to adopt the draft hierarchy we would continue to work with an un-categorised, unprioritised PROW network. This would prevent the effective prioritisation of network management in a well-informed, defensible way which takes account of risk.

This would leave the authority more vulnerable to injury claims. It would also leave the authority unable to justify network management decisions or respond to a Notice served on the authority to, for example, to secure obstruction removal or surface repair.



Llybwrâu Cyhoeddus Sir Gâr/Carmarthenshire's Public Rights of Way



Graddfa
Scale
1:250000

Canol y Map
Map Centre
[253266.2, 222405.2]

Dyddiad
Date
14/10/2021

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CABINET

25 HYDREF 2021

MANIFFESTO GWEITHREDU DROS YR HINSAWDD GLOBAL GOALKEEPERS SIR GAERFYRDDIN

Yr argymhellion / penderfyniadau allweddol sydd eu hangen:

ARGYMHELLIR:

- (1) Maniffesto Gweithredu dros yr Hinsawdd Global Goalkeepers Sir Gaerfyrddin yn cael ei gymeradwyo, a
- (2) sefydlu 'corff ymgynghori ar weithredu dros yr hinsawdd' (mewn ymateb i Ymrwymiad Maniffesto 3).

Y Rhesymau:

'Roedd 'Walk the Global Walk' yn brosiect rhyngwladol tair blynedd a oedd yn canolbwyntio ar annog pobl ifanc i gefnogi Nodau Datblygu Cynaliadwy'r Cenhedloedd Unedig.

Yn 2019/20, cymerodd pob un o'n 12 ysgol uwchradd ynghyd â dwy ysgol gynradd ran i fynd i'r afael â Nod Datblygu Cynaliadwy 13: Gweithredu dros yr Hinsawdd. Arweiniodd hyn at 'Faniffesto Gweithredu dros yr Hinsawdd Global Goalkeepers Sir Gaerfyrddin' a lansiwyd yn Uwchgynhadledd Hinsawdd leuenctid Cymru 2020 a gynhaliwyd ar 8 Rhagfyr 2020.

Angen Ymgynghori a'r Pwyllgor Craffu Perthnasol N/A

Angen i'r Cabinet wneud penderfyniad OES

Angen i'r Cyngor wneud penderfyniad NAC OES

YR AELOD CABINET SY'N DAL Y PORTFFOLIO:

Y Cyng. Ann Davies, yr Aelod Cabinet dros Gymunedau a Materion Gwledig

Y Cyngorydd. Glynog Davies, yr Aelod Cabinet dros Addysg a Phlant

Y Gyfarwyddiaeth:

Yr Amgylchedd | Y Prif
Weithredwr

Enw'r Gyfarwyddwr:

Ruth Mullen

Awdur yr Adroddiad:

Kendal Davies

Swyddi:

Cyfarwyddwr yr Amgylchedd

Rheolwr Datblygu Cynaliadwy

Rhifau ffôn: / Cyfeiriadau E-bost:

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EXECUTIVE SUMMARY

CABINET

25TH OCTOBER 2021

CARMARTHENSHIRE GLOBAL GOALKEEPERS CLIMATE ACTION MANIFESTO

Background

1. 'Walk the Global Walk' was a three-year international project which focused on mobilising young people in support of the United Nations Sustainable Development Goals (SDGs).
2. It was led by Oxfam Italia and Tuscany Region and connected local government, school communities and NGOs from 11 European nations, promoting collaboration to address three of the SDGs, namely:

Year	United Nations SDG
2018/19	SDG 11: Sustainable Cities and Communities
2019/20	SDG 13: Climate Action
2020/21	SDG 16: Peace, Justice and Strong Institutions

3. We were the only local authority in Wales involved in this EU funded programme and worked in partnership with Dolen Cymru Lesotho. The Carmarthenshire programme was led by the International Partnerships Officer - Schools, Education and Children Department, and features in our Net Zero Carbon Plan (Action NZC-26).
4. In 2019/20, all 12 of our secondary schools plus two primary schools participated to address SDG 13: Climate Action. Teachers received training as well as a bilingual resource pack. Pupil ambassadors – 'Global Goalkeepers' - raised awareness of climate change, led actions in their communities and then came together to share and celebrate their work with decision makers in the annual Global Walk.
5. Despite restrictions due to COVID-19, we continued to support the 'Walk the Global Walk' project including facilitating a virtual model UN climate change conference for schools. 28 pupils across six different countries participated, and lively debate was had around the topics of climate change, plastic waste, and our Net Zero Carbon Plan. The event was also attended by both Members and Officers. Following this event, the students agreed the 'Carmarthenshire Global Goalkeepers Climate Action Manifesto' which was launched at the Wales Youth Climate Summit 2020 held on 8th December 2020 (see **Appendix 1**).

Delivering the Manifesto commitments

6. The post of Associate Educational Support Adviser (AESA) within the Education and Children Department has responsibility for climate action and international links. This Officer will strategically plan the most effective ways forward, alongside our Global Goalkeepers, ensuring that the learning experiences result in lifelong habits for individuals, schools, and our communities. The aim is to ensure that the Curriculum for Wales and Wellbeing Objectives underpin the approach to achieving these actions. The AESA will link directly with other Council Officers, elected Member, pupils, teachers, and community members. The Officer will be supported by Educational Support Advisers and 'Healthy School' Advisers, building on the successes of Walk the Global Walk and Curriculum for Wales initiatives such as the 'Lost Words' and 'Lightbringers' projects undertaken to date.

7. The following outlines how the Manifesto commitments will be delivered:

No	Manifesto Commitment	Department / Head of Service	Lead Officer	Delivering the Manifesto commitments
1	Promote development of green spaces and support native tree species planting of a minimum of 10 trees in each school, or school community if school grounds are unsuitable, and ensure their ongoing protection	ECS / Elin Forsyth + ENV / Head of Place and Sustainability	tbc + Rosie Carmichael	ECS: The new AESA with responsibility for climate action and international links will promote green spaces and tree planting in schools. ENV: Rural Conservation Section will advise on delivery to ensure that the right tree is planted in the right place. Partners such as the Carmarthen Youth Services, Woodland Trust, Natural Resources Wales, and Keep Wales Tidy will be engaged to help deliver this commitment.
2	Encourage and support safe, sustainable school transport including car-pooling, walking and cycling e.g. providing bike shelters	ENV / Stephen Pilliner	Simon Charles	We will continue to offer support with the development and implementation of School Travel Plans. These plans identify existing issues at the school and outline actions required for improvement, for example improving cycle storage to encourage modal shift. A Safe and Active Travel Training Coordinator has also recently been appointed who is able to provide support in accessing Road Safety training programmes (this support is currently being focused on specific areas but where possible we will offer support to other interested schools). We will also bid for grant funding on behalf of schools and communities, such as the Safe Routes in Communities Fund. This funding can be used to deliver larger infrastructure interventions such as new footways and shared use paths.
3	Set up a climate action consultation body consisting of a representative group of young people, councillors, council officers, and local businesses which meets every 3 months to ensure progress on this manifesto	ECS / Elin Forsyth	tbc	ECS: Consultation body to be established in September under the umbrella of the Youth Council. ENV: Sustainable Development team will provide technical support.
4	Provide support for developing countries to combat impact of climate change e.g. by supporting the Size of Wales initiative	ECS / Elin Forsyth	tbc	The AESA with responsibility for climate action and international links will continue to lead on international projects such as 'Walk the Global Walk' and will ensure that the strategy underpinning the Climate Action Manifesto encompasses the ' <u>Size of Wales</u> ' initiative.

5	Support the development of gardens in schools and local communities to provide food and encourage biodiversity e.g. provide seeds and peat-free compost	ECS / Aneirin Thomas / Elin Forsyth	tbc	<p>The 'Brechfa Wind Farm' project will continue to develop gardens with the participating schools or their communities.</p> <p>The focus on learning in the outdoors will continue in line with the introduction of the Curriculum for Wales and this will ensure reflection on the outdoor learning environments within schools and their communities, taking in to account the localised focus, the 'Cnefin', endorsed through the C4W.</p>
6	Double the council's use of hybrid and electric vehicles and install electric charging points in appropriate primary and secondary schools by January 2022	ENV / Stephen Pilliner	Richard Waters	<p>The six EVs in our Council Fleet, which have been operating for some time, have recently been increased to a total of 12. We are exploring opportunities to further increase the number EVs as part of our ultra-low emission vehicle (ULEV) Fleet Review.</p> <p>To support the use of electric vehicles we have to-date, installed 26 fast charging points at 24 locations across the County. This is due to be supplemented in 2021/22 by a further 15 fast charging points at 13 locations. These locations include Carmarthen, St Clears and Newcastle Emlyn leisure centres.</p> <p>For 2022/23 we have already located several other sites across the County that are interested in accommodating further charging infrastructure. We are also nearing completion of the Cross Hands Rapid Charging Hub which is a custom-built location adjacent to the A48 that will house 4 x 50kW Rapid Charging Units and 1 x 150kW Ultra Rapid Charging Unit.</p> <p>EV charging points are now being specified in all our new building projects. All new schools are fitted with EV charging points in accordance with Welsh Government recommendations.</p> <p>In terms of existing schools, we will work with Wales Government to identify opportunities to fund school EV charging points through existing grant programmes. Ynni Sir Gar are proposing to install EV charging points (plus additional solar panels) at Ysgol Bro Dinefwr from the revenue generated by their wind turbine in Salem, Llandeilo.</p>
7	Work together with schools and suppliers to reduce single use plastic in schools by January 2022	ECS / Simon Davies	tbc	<p>ECS: Pre-Covid some Secondary Schools removed all single use plastic bottles and replaced with water fountains for pupils use. This option was being explored for roll-out across all schools. The Catering Service were also actively looking at alternative packaging to reduce and remove single use plastic in schools.</p> <p>When schools are fully operational further work will be undertaken to progress this further.</p> <p>ENV: Waste and Environmental Services will provide technical support.</p>
8	Ensure young people have the support they need to carry out relevant climate actions	ECS / Aneirin Thomas / Elin Forsyth	tbc	<p>The AESA with responsibility for climate action will link directly with the Consultation Body outlined in Commitment 3, identifying the support required by our young people and ensuring that this support is actioned.</p>

8. In response to Manifesto Commitment 3 - establishing a 'climate action consultation body' - it is proposed that the requested Consultation Body be established under the Youth Council umbrella.

9. The Manifesto outlines the following membership of this Consultation Body “...representative group of young people, councillors, council officers, and local businesses”. It is proposed that initially a limited number of named representatives be identified, namely the two respective lead Executive Board Members, i.e. Cllr Ann Davies and Cllr Glynog Davies, with all secondary schools invited to nominate a representative(s) to attend the inaugural meeting. Membership to be discussed at the inaugural meeting to allow the school representatives to have a voice in shaping the Consultation Body. Ideally, the inaugural meeting will be held during the first week in November 2021 to coincide with the UN Climate Change Conference (COP26) in Glasgow.

General Observations

10. As part of the Education & Children Department’s 10-year strategy young people have suggested that the following are included in the list of core purposes which reflect one of the core ambitions of the new Curriculum for Wales – ‘Ethical, informed citizens who are ready to be citizens of Wales and the world’:
- We will ensure our children and young people develop an appreciation of their community and environment.
 - We will protect and restore the environment and change our lifestyles to protect the environment now and for the future.
 - We will ensure that learner voice is central to our decision making and that the Rights of the Child are promoted and fulfilled.
11. The ‘Walk the Global Walk’ programme has been submitted as a case study to WLGA, and has also been submitted to LGA for their ‘Pass the Planet’ campaign to showcase best practice from councils across England and Wales in the run up to the UN Climate Change Conference (COP26).
12. Young people from 18 Carmarthenshire schools have recently been recognised for their positive contributions to peace and global citizenship as part of the 2020/21 ‘Walk the Global Walk’ programme. As a result of the hard work of around 100 pupils, the schools involved have achieved the overall winner’s prize at the Young Peacemakers award ceremony which is organised by the Welsh Centre for International Affairs (WCIA) and the Llangollen International Eisteddfod - Carmarthenshire school’s Global Goalkeepers scoop national peace award!

Recommendations

13. It is recommended that:

1. the Carmarthenshire Global Goalkeepers Climate Action Manifesto be endorsed, and
2. a ‘climate action consultation body’ be established (in response to Manifesto Commitment 3).

DETAILED REPORT ATTACHED?

Appendix 1: ‘Carmarthenshire Global Goalkeepers Climate Action Manifesto’

IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report.

Signed: Jason Jones, Head of Regeneration

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
YES	NONE	YES	YES	NONE	YES	YES

Policy, Crime & Disorder and Equalities: Builds upon our 'Walk the Global Walk' programme by providing learning experiences that result in lifelong habits for individuals, schools, and our communities. The approach is underpinned by our Wellbeing objectives, UN Sustainable Development Goal: 13 Climate Action, and our Net Zero Carbon Plan. Contributes to the Education & Children Department's 10-year strategy and reflects one of the core ambitions of the new Curriculum for Wales i.e. 'ethical, informed citizens who are ready to be citizens of Wales and the world'.

Finance: Whilst there is little direct financial cost in establishing the Consultation Body under the Youth Council umbrella, delivering upon the commitments and future requests may have financial implications that will need to be considered on their individual merits. However, working with the Consultation Body provides an opportunity to deliver some of our Net Zero Carbon Plan actions with modest funding; accordingly, a growth bid of £20,000 has been submitted in the 2022-23 budget-setting process for a 'School Greening Fund' to enable schools to apply for project funding.

ICT: Opportunities to deliver Consultation Body meetings and projects virtually.

Staffing Implications: The Education & Children Department are currently in the process of recruiting an Associate Educational Support Adviser (AESA) with responsibility for climate action and international links. This Officer will strategically plan the most effective ways forward, alongside our Global Goalkeepers, ensuring that the learning experiences result in lifelong habits for individuals, schools, and our communities.

Physical Assets: Provides an opportunity to enhance school grounds and premises in collaboration with individual schools.

**CABINET PORTFOLIO HOLDERS
AWARE/CONSULTED**

YES
**Both Cllr Ann Davies/Cllr Glynog Davies
have been consulted.**

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: Ruth Mullen, Director of Environment

1. Scrutiny Committee	N/A
2. Local Member(s)	N/A
3. Community / Town Council	N/A
4. Relevant Partners	N/A
5. Staff Side Representatives and other Organisations	N/A

Section 100D Local Government Act, 1972 – Access to Information - List of Background Papers used in the preparation of this report:

THERE ARE NONE

Mae'r dudalen hon yn wag yn fwriadol

CABINET

25 HYDREF 2021

DIWEDDARU RHAGLEN GYFALAF 2021/22

Y Pwrpas:

I adrodd y amrywiant cyllidebol yn y rhaglen gyfalaf.

Yr Argymhellion / Penderfyniadau Allweddol Sydd Eu Hangen:

1. I dderbyn yr adroddiad diweddaraf ar y rhaglen gyfalaf.
2. Bod y trosglwyddiadau, y prosiectau newydd a'r ailbroffilio fel y nodir yn yr adroddiad yn cael eu cytuno.

Y Rhesymau:

1. I ddarparu'r newyddion ynglyn a sefyllfa gyllideb ddiweddaraf y rhaglen gyfalaf 2021/22, ar 31^{ain} Awst 2021.
2. Darparu o achos pwysau sylweddol ar y gyllideb sydd wedi'u nodi ar gynlluniau cyfredol.

Ymgynghorwyd â'r pwyllgor craffu perthnasol: AMHERTHNASOL

Angen i'r Cabinet wneud penderfyniad OES

Angen i'r Cyngor wneud penderfyniad NAC OES

YR AELOD O'R CABINET SY'N GYFRIFOL AM Y PORTFFOLIO:

Cyng. David Jenkins

Y Gyfarwyddiaeth:

Enw Cyfarwyddwr y
Gwasanaethau Corfforaethol:

Randal Hemingway

Awdur yr Adroddiad:
Randal Hemingway

Swydd:

Pennaeth Gwasanaethau
Ariannol

Rhif ffôn: 01267 224120

Cyfeiriad E-bost:

RHemingway@sirgar.gov.uk

EXECUTIVE SUMMARY

CABINET MEETING 25TH OCTOBER 2021

CAPITAL PROGRAMME 2021/22 UPDATE

The current capital programme is based on information available as at the end of August 2021.

Appendix A shows a forecasted net spend of £76,230k compared with a working net budget of £130,893k, giving a **-£54,663k** variance. The variance projected at this time relates mainly to delays with the Pentre Awel development and delays with some school developments because of restrictions associated with the COVID19 pandemic.

The net budget includes the original HRA and General Fund capital programmes approved by Council on 3rd March and slippage from 2020/21. Some of the budgets have also been amended to account for differences in actual grant allocations compared with the anticipated allocations at the time the programme was approved.

Appendix B details the main variances within each department.

Finally, a number of external circumstances have given rise to budget pressures on several projects, details of which are set out below together with a package of new monies and recommendations for virements and reprofiling of the five-capital programme to accommodate the works. A summary of the reprofiling is shown in the tables in **Appendix Bii**. Note that the funding for these projects will be reviewed as part of the exercise to set and approve the new five programme 2022/23-2026/27.

Virements to be approved:

Leisure: Burry Port Harbour Walls additional budget of £97k to be funded by £47k from Pembrey Cycling Hub and £50k from capital maintenance.

New Projects to note and approve for the current year:

Private Housing: £41k - A programme of remedial works to private properties under the former Renewal Areas project. To be funded from capital receipts received in year from clawback of grants.

Leisure: £150k – a new 100% grant received for the fit-out of the new museum of speed at Pendine from the Heritage Lottery Fund.
£85.36k – a new 80% grant from the Welsh Government under its Brilliant Basics programme for improvements to the footpaths and landscaping at Pembrey Country Park. £21.34k match funding be approved from direct revenue financing.

Regeneration: Also, under the Brilliant Basics programme £127.8k for new carparking machines and beach wheelchairs at Pendine Sands. Match funding of £31k to be provided by a virement from the strategic regeneration budget.

£1,400k - A loan from the Town Centre Development fund will be let this year to the developers of the Linc project in Llanelli town centre. This is an earmarked fund financed by Salix Borrowing that has already been received into the authority.

Environment: £81k – A new project of urgent works to arrest the ongoing erosion of the riverbank at Pontyberem Park and to "retrain" the river. Funding will be from departmental reserves.

£160k – Works to install a stone access ramp at the entrance to Llanelli Town Hall. Funding is set aside from a corporate reserve for this project.

£163k – Additional funding is available for the ReFit Cymru programme to retro fit the authority's estate with energy efficient measures.

Slippage to future years of the five-year capital programme.

Education: £12.4m of expenditure on the Modernising Education Provision programme to be slipped forward to future years. This will update the programme to correlate it with the profiled draw down of Welsh Government 21st Century School grant. The slippage will be built into future years of the five-year capital programme.

Reprofiling of the 2021/22-2025/26 capital programme to accommodate additional pressures.

Pendine Attractor – Following several complications on this project it is subject to additional budget costs. A new contractor has also been engaged because the original contractor was placed into administration. The increased costs can be attributed to the following: tender inflation (the previous contract was based on 2018 prices); shortage of materials and supply complications, additional fees owing to the prolonged duration and need for additional design input, additional scaffolding costs to facilitate roof remediation works. The additional budget cost is forecast at £1.7m worst case scenario, however, some of this expenditure will be mitigated by insurance claims currently being pursued to recover the costs in due course.

Trebeddod Reservoir - £300k is needed to complete this project. £1m was awarded as part of the approved budget for 2021/22 following an expression of interest for emergency works. This was an indicative budget at that time. Since the project has been worked up and tendered an additional £300k is required in 2022/23 for the works element of the project.

Carmarthen Mart – The mart site is currently closed. Before it can be relet to new tenants works to the estimated value of £750k need to be completed. – Works have already commenced on this project under the capital maintenance programme.

Park Howard – There is a shortfall on the current project because of increasing contractor costs associated with COVID19 protocols and the deterioration of the building since the essential works were agreed. Emergency electrical works which sit outside the scope of the current project have become essential. These include the rewiring of the property and replacement of the fire alarm and CCTV. Further building and electrical works are necessary to relocate the public entrance to a wheelchair accessible route which will reduce fire risks identified in the main escape route. It is not cost effective or safe for the museum to reopen without this work being completed. The cost is estimated at £310k.

Recommendations for Funding:

In 2021/22 £300k was awarded as emergency works for the realignment of the coastal part at Morfa Bacas, Llanelli. The Environment Department has been successful in bidding for and receiving a WG grant for £256k to undertake the realignment works. In addition to the £256k other others are estimated at £100k.

Recommendation: Note and approve the £256k grant for inclusion in the capital programme and award £100k to fund other works. Vire £200k to other projects.

Amman Valley Leisure Centre – There is currently £1,042k underspend against this project in 2021/22 owing to the wider aspiration to develop, in conjunction with the Education Department, the masterplan further, to expand the leisure provision in the Amman Valley. Given this wider master-planning expenditure on the project will inevitably be delayed in the short term and the funding can therefore be slipped.

Recommendation: Slip £1,042k AVLK from 2021/22 to 2023/24. This project will then be funded from funds currently assign as funding to the MEP programme.

Recommendation: Slip £1042k of MEP funding, from the 2023/24 to 2024/25 and 2025/26 so that it can be funded by the unallocated funds in five for the programme. This two-pronged slippage allows £1042k to be utilised in 2021/22.

Recommendation: Introduce £1,200k of new funding to the capital programme funded by direct revenue financing/ funds set aside.

Recommendation: To complete the reprofile it is proposed to slip £300k of DFG and £318k of capital maintenance from 2022/23 to 2024/25. This will allow it to be funded from the unallocated funding in 2024/25 while enabling the £618k to be reallocated in 2022/23.

St. David's Park Block 3

As part of update of the capital programme upgrade works to Block 3 St David's Park, already approved, will be brought into programme. Funded from reserves the works will be profiled over two years, £10k in 2021/22 and £1,290k in 2022/23, before the renewal of the lease to University of Swansea.

REPORT ATTACHED?	Appendix A - Capital Budget Monitoring Appendix B - Capital Budget Monitoring Report – Main Variances Appendix Bii - Capital Reprofile to accommodate additional pressures
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IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: **Randal Hemingway**

Head of **Financial Services**

Policy, Crime & Disorder and Equalities NONE	Legal NONE	Finance YES	ICT NONE	Risk Management Issues NONE	Staffing Implications NONE	Physical Assets YES
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3. Finance

The capital programme shows an in-year forecasted variance of **-£54,663k** against the 2021/22 approved budget as at 31 August 2021.

7. Physical Assets

The capital programme will have an impact on the physical assets owned by the Authority.

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: **Randal Hemingway**

Head of **Financial Services**

1. Scrutiny Committee

Relevant Scrutiny Committees will be consulted.

2. Local Member(s) N/A

3. Community / Town Council N/A

4. Relevant Partners N/A

5. Staff Side Representatives and other Organisations N/A

**CABINET MEMBER PORTFOLIO HOLDER
AWARE/CONSULTED**

YES

Section 100D Local Government Act, 1972 – Access to Information

List of Background Papers used in the preparation of this report:

Title of Document	File Ref No.	Locations that the papers are available for public inspection
2021/22 Capital Programme		<ul style="list-style-type: none"> Corporate Service Department, County Hall, Carmarthen. On-line via corporate website – Minutes of County Council Meeting 3rd March 2021.

Capital Programme 2021/22							
Capital Budget Monitoring - Report for August 2021							
	Working Budget			Forecasted			Variance for Year
Department	Expenditure £'000	Income £'000	Net £'000	Expenditure £'000	Income £'000	Net £'000	
Public Housing	39,655	-8,652	31,003	36,883	-9,522	27,362	-3,641
Private Housing	3,871	-270	3,601	2,673	-270	2,403	-1,198
Leisure	5,343	-1,261	4,082	2,734	-358	2,376	-1,707
Social Care	511	-114	397	465	-135	330	-67
Environment	36,686	-13,640	23,046	30,637	-14,624	16,013	-7,033
Education & Children	27,082	-6,693	20,389	20,066	-6,460	13,606	-6,784
Regeneration	88,736	-42,894	45,842	19,838	-7,153	12,685	-33,157
Chief Executive	2,533	0	2,533	1,636	-179	1,457	-1,076
TOTAL	204,417	-73,523	130,893	114,932	-38,702	76,230	-54,663

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Capital Programme 2021/22							Variance for Year £'000	Comment
Capital Budget Monitoring - Report for August 2021 - Main Variances								
	Working Budget			Forecasted				
DEPARTMENT/SCHEMES	Expenditure £'000	Income £'000	Net £'000	Expenditure £'000	Income £'000	Net £'000		
ENVIRONMENT	36,686	-13,640	23,046	30,637	-14,624	16,013	-7,033	
Highways & Infrastructure	29,775	-13,640	16,135	23,120	-14,444	8,676	-7,460	Main slippages into 2022/23: -£6,250k fleet replacement because social welfare buses, refuse and highways lorries are not being replaced in this financial year, -£452k Trebeddrod Reservoir, -£300k Cross Hands Economic Link Road, -£214k Works at Nantycaws delayed because of fire.
Property	6,911	0	6,911	7,517	-180	7,337	427	£750k Works are Carmarthen Mart, Nantyci. -£249k slippage on works at County Hall.
EDUCATION & CHILDREN	27,082	-6,693	20,389	20,066	-6,460	13,606	-6,784	
21stC - Band A - Design Stage Schemes	1,363	0	1,363	232	0	232	-1,131	Delays with acquiring land for Laugharne Primary School. Rhydygors and Dewi Sant on budget for 2021/22.
21stC - Band A - WG FBC Approved Schemes	6,753	0	6,753	5,732	0	5,732	-1,020	Delivery profiles need to be amended. Slip to future years.
21stC - Band B - Design Stage Schemes	5,274	0	5,274	2,716	0	2,716	-2,557	Some projects have been reprofiled and slipped forward to future years. This reflects the grant funding expected from the Welsh Government this year. Further slippage on non grant funded projects.
21stC - Band B - WG FBC Approved Schemes	7,524	0	7,524	4,636	0	4,636	-2,888	Some projects have been reprofiled and slipped forward to future years. This reflects the grant funding expected from the Welsh Government this year. Further slippage on non grant funded projects.
Education - Equality Act Works	0	0	0	250	0	250	250	Ongoing commitment to Equalities Act works.
Dyffryn Taff Bus Bays	41	0	41	176	0	176	135	Urgent and critical works to be undertaken from within the existing capital budget. Works will continue into 2022/23.
Infant Class Size	799	-799	0	893	-843	50	50	Covered by MEP match funding.
Welsh Language Immersion Centre (Maes y Gwendraeth)	688	-364	324	947	-377	569	245	Initial project specification changed to allow cost effective creation of additional classrooms. Additional Costs to be covered by savings on other projects.
School Buildings - Education Capital Maintenance Grants	3,174	0	3,174	3,174	0	3,174	0	Funded from displaced 2020/21 monies. Grant received in 2020/21 but authorised by WG to be applied in other areas of capital to displace funds to deliver the education maintenance project in 2021/22.
Flying Start Capital Expansion Programme	675	-675	0	645	-645	0	0	
Childcare Offer Places	620	-620	0	360	-360	0	0	
Play Opportunities Grant Projects	50	0	50	50	0	50	0	Purchase of van funded from displaced 2020/21 monies. Grant received in 2020/21 and applied in other areas.
MEP Income - 21 st Century Schools Grant	0	-4,234	-4,234	0	-4,234	-4,234	0	Income stream have been reprofiled to reflect funding expected from the Welsh Government this year. Balance slipped forward to future years.
Other Projects with Minor Variances	121	0	121	254	0	254	133	Other minor projects, retentions and provision expenditure.

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Capital Reprofile to accommodate additional pressures

Project		2021/22	2022/23	2023/24	2024/25	2024/25	Total
Pendine Attractor			1,700,000				1,700,000
Trebeddrod			300,000				300,000
Carmarthen Mart		750,000					750,000
Park Howard		310,000					310,000
St David's Park Block 3		10,000	1,290,000				1,300,000
Total		1,070,000	3,290,000	0	0	0	4,360,000

Financed by:		2021/22	2022/23	2023/24	2024/25	2024/25	Total
DRF from MRP Capital Charge underspend	New Funding	-18,000	-1,182,000				-1,200,000
Amman Valley Leisure Centre	Slippage	-1,042,000		1,042,000			0
MEP match funding (Llandeilo CP School)	Slippage			-1,042,000	346,000	696,000	0
Morfa Bacas	Virement		-200,000				-200,000
Capital Mentenance	Slippage		-318,000		318,000		0
DFG's	Slippage		-300,000		300,000		0
St. David's Park Reserve	New Funding	-10,000	-1,290,000				-1,300,000
Unallocated funding in 5 year programme					-964,000	-696,000	-1,660,000
		-1,070,000	-3,290,000	0	0	0	-4,360,000

-2,430,000 Balance of unallocated funds in 2025/26.

CABINET

25 HYDREF 2021

SAFLEOEDD CYFLOGAETH GWLEDIG – CYTUNDEB CYD-FENTER

Yr argymhellion / penderfyniadau allweddol sydd eu hangen:

1. Cymeradwyo'n ffurfiol sefydlu trefniant Cyd-fenter gyda Llywodraeth Cymru gyda'r nod o ddarparu unedau diwydiannol i fodloni'r galw mewn unrhyw un o'r deg tref wledig yn Sir Gaerfyrddin
2. Rhoi awdurdod dirprwyedig i'r Pennaeth Adfywio a Phennaeth Gweinyddiaeth a'r Gyfraith, gan ymgynghori a'r Aelod Cabinet dros Adfywio, gwblhau'r Cytundeb Cyd-fenter.
3. Cytuno i werthu llain o dir ar safle cyflogaeth Beechwood, Llandeilo i Lywodraeth Cymru i alluogi Llywodraeth Cymru i gyflwyno datblygiad diwydiannol o dan y trefniant cyd-fenter arfaethedig
4. Cytuno i ymrwymo werthu tir gwerth tua £50k o Beechwood fel cyfraniad cychwynnol CSC i drefniant y Cyd-fenter
5. Cytuno i neilltuo hyd at £1 miliwn o Gronfa Gyfalaf Prosiect Strategol Trawsnewidiadau Blwyddyn 2 i fod yn cyfateb i fuddsoddiad cychwynnol o £1m gan Lywodraeth Cymru i'r cyd-fenter ar gyfer datblygu safleoedd cyflogaeth gwledig.

Y Rhesymau:

Ateb y galw am le cyflogaeth diwydiannol gwledig fel y nodwyd yn Symud Ymlaen yn Sir Gaerfyrddin Wledig, Cynllun Gweithredu Economaidd Llywodraeth Cymru a Chynlluniau Twf Deg Tref.

Angen ymgynghori â'r Pwyllgor Craffu perthnasol NAC OES

Angen i'r Cabinet wneud penderfyniad OES

Angen i'r Cyngor wneud penderfyniad NAC OES

YR AELOD CABINET SY'N GYFRIFOL AM Y PORTFFOLIO:-

Y Cyng. Emlyn Dole - Arweinydd

Y Gyfarwyddiaeth:

Enw Pennaeth y Gwasanaeth:
Jason Jones

Awdur yr Adroddiad:
Mike Bull

Swydd:

Pennaeth Adfywio

Rheolwr Rhanbarthol –
Datblygu Economaidd

Cyfeiriad e-bost:

JaJones@sirgar.gov.uk

MABull@sirgar.gov.uk

EXECUTIVE SUMMARY

CABINET
25TH OCTOBER 2021

RURAL EMPLOYMENT PREMISES – JOINT VENTURE AGREEMENT

Background

Several recent strategic documents, including: Moving Forward in Rural Carmarthenshire, Welsh Governments Economic Action Plan and ten Towns Draft growth Plans have highlighted a significant need for additional modern industrial employment space to serve the demand from business. Subsequently Carmarthenshire County Council as initiator and lead authority for the project have pulled together concept proposals on behalf of the South West Regional local authority partners and Welsh government to address the shortage of suitable employment space. The result of which is a draft proposal to develop a twin track approach of:

- Direct build of new employment space via four individual Joint venture agreements between each authority and Welsh Government. The joint venture agreements will be familiar to members as they are similar in arrangement to the existing joint ventures that exist in Cross Hands and Llanelli Coast.
- A regional collaborative Commercial Property Development Fund to assist commercial developers and /or owner occupiers with gap funding support to provide additional employment space on key strategic sites

The draft terms of the joint venture which will need finalising and the development strategy, which is also in draft format and subject to change, are attached to this report. The proposed joint venture agreement is a model that members will be familiar with given that it is based on principles long established between the Authority and Welsh Government.

Welsh Government as part of their commitment to the joint venture will invest a minimum of £1m over the first three years subject to Carmarthenshire matching that investment which is likely to deliver in the region of 15,000 sq. ft of additional employment space.

Following an exercise to ascertain demand (unsatisfied property enquiries, availability of units, demand survey undertaken by ten towns consultants) and deliverability assessment (land availability, landowner expectations, and site suitability for use / planning) it has been agreed in principle by both parties that phase one priorities for the JV should include:

- Llandeilo
- Newcastle Emlyn
- One of Llanybydder or Llandovery

The phase one priorities are fluid and are subject to change depending on land negotiations and statutory approvals. Additional sites in remaining 'ten towns' where employment space provision has been identified as a priority will be brought forward when further resource and sites become available to the JV Partners, or if opportunities cannot be progressed in the identified initial priority areas due to market constraints.

Welsh Government would like to purchase land at Beechwood industrial estate from Carmarthenshire County Council with a view to developing employment space as part of their financial commitment to the joint venture. The developed employment space and land will then form part of the new joint venture arrangement. The proposed sale site at Beechwood (shown edged red on attached plan) sits outside of the existing Beechwood joint venture agreement (shown edged blue on attached plan) with Welsh Government but has always been identified for future expansion.

Recommendations

1. To formally approve the establishment of a Joint Venture arrangement with Welsh Government with the aim of delivering industrial units to satisfy demand at any of ten rural towns within the county of Carmarthenshire.
2. That delegated authority be given to the Head of Regeneration and Head of Administration and Law, in consultation with Cabinet Member with responsibility for Regeneration, to finalise and complete the Joint Venture agreement.
3. Agree to sell a plot of land at Beechwood employment site, Llandeilo to Welsh Government to enable Welsh Government to bring forward an industrial development under the proposed joint venture arrangement.
4. Agree to commit land sale receipt of approximately £50k from Beechwood as CCC's initial contribution to the Joint Venture arrangement.
5. Agree to set aside up to £1million from year 2 Transformations Strategic Project Capital Fund to match an initial £1m investment from Welsh Government into the joint venture for the development of rural employment premises.

DETAILED REPORT ATTACHED?

NO:

- Draft Joint Venture Agreement
- Development Strategy
- Location Plan

IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: Jason Jones Head of Regeneration

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
YES	YES	YES	NONE	NONE	NONE	YES

1. Policy

The project supports the objectives of the Economic Recovery Plan, Moving Rural Carmarthenshire Forward and Welsh Government's Economic Action Plan and Property Delivery Plan. The proposal is also well aligned to the Well-being of Future Generations (Wales) Act 2015 and the Council's Net Zero Carbon ambitions in terms of the requirement for all development to satisfy the requirements of the Welsh Government's Sustainable Buildings Standards.

2. Legal

JV agreement (similar to those currently operated in Cross Hands and Llanelli Coast) and development strategy are in draft format and have been forwarded to legal for comment and review. Initial comments / queries have been queried with Welsh Government and final draft reflects those changes.

3. Finance

£1m Capital Match Funding has been identified from Transformation Strategic Project Fund 23/24 allocation. Revenue costs associated with the maintenance of the sites will be funded out of the joint venture.

4. Physical Assets

Discussions are ongoing with Property team regarding ongoing management of the respective CCC sites. Any holding costs will be funded from the joint venture.

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: Jason Jones

Head of Regeneration

1. Scrutiny Committee - N/A

2. Local Member(s)

Local members in each of the proposed locations have been consulted as Chairs of the respective Ten Town Growth Plan teams and are fully supportive of proposals to bring forward an initiative that will deliver much needed additional commercial employment space in their respective areas.

3. Community / Town Council - N/A

4. Relevant Partners

Proposals have been considered and supported by South West Wales Regeneration Regional Directors and Regeneration Leads groups. Welsh Government have formally agreed subject to Carmarthenshire County Council approval to enter into JV arrangement.

5. Staff Side Representatives and other Organisations - N/A

**CABINET PORTFOLIO HOLDER
AWARE/CONSULTED**

YES

**Section 100D Local Government Act, 1972 – Access to Information
List of Background Papers used in the preparation of this report:**

DRAFT JV Agreement, Development Strategy, Site Plan

Mae'r dudalen hon yn wag yn fwriadol

DATED

2020

(1) THE WELSH MINISTERS

(2) CARMARTHENSHIRE COUNTY COUNCIL

AGREEMENT RELATING TO RURAL EMPLOYMENT PREMISES

THIS AGREEMENT is made the day of 2020

BETWEEN:

- (1) **THE WELSH MINISTERS** whose principal place of business is at Crown Building Cathays Park, Cardiff CF10 3NQ (hereinafter called "the Ministers" which expression shall include their successors in title and to their functions and powers) and
- (2) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall Carmarthen SA31 1JP (hereinafter called "the Council" which expression shall include its successors in title and to its functions and powers) hereinafter collectively called "the Parties"

RECITALS

WHEREAS:

- (A) The Council is a Principal Council within the meaning of Section 270 of the Local Government Act 1972
- (B) As of the 1st April 2006 the functions specified in the Welsh Development Agency Act 1975 (the WDA Act) were conferred upon the Ministers in accordance with the Welsh Development Agency (Transfer of Functions to the National Assembly for Wales and Abolition) Order 2005 ("the Order") and the Government of Wales Act 2006
- (C) By Section 1(3)(f) of the WDA Act as amended by the Order the Ministers have amongst others the function "to provide sites premises services and facilities for business"
- (D) By Section 1(2)a of the WDA Act as amended by the Order one of the purposes for which the Ministers may exercise their functions is "to further the economic and service development of Wales or any part of Wales and in that connection to provide maintain and safeguard employment"

NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS

In this Agreement and in the Recitals and Schedules the following words and expressions unless the context otherwise requires shall have the following meanings that is to say:

- 1.1 "the Act" means The Welsh Development Agency Act 1975 as amended by the Government of Wales Act 2006
- 1.2 "Additional Land and Interests" means any land or interests other than those of or under the control of the Council or the Ministers which need to be acquired to enable a Scheme of Development to proceed
- 1.3 "Council's Land" means the land within all Sites in the ownership of the Council.
- 1.4 "CPO Valuation" means the compensation payable by an acquiring authority exercising powers of compulsory purchase under Section 21A of the Act to secure the carrying out of a Scheme of Development and assuming:
- (a) that outline planning permission has been granted for the Scheme of Development
 - (b) that a General Vesting Declaration executed by the acquiring authority under the Compulsory Purchase (General Vesting Declarations) Act 1991 vested the land in the acquiring authority
- 1.6 "Development Expenditure" means all costs incurred up to 31/03/21 by the Ministers and the Council respectively such costs to be agreed between the Ministers and the Council in accordance with clause 17.1 together with those items of expenditure made after 01/04/21 which shall be taken into account in calculating the respective financial contributions of the Parties and includes reasonable expenditure

properly incurred by the Parties for the following purposes:

- (a) in acquiring Additional Land and Interests together with the reasonable costs incurred in acquiring including professional and other fees Land Registry fees and Stamp Duty
- (b) option fees or premiums together with the reasonable costs incurred
- (c) the audited reasonable costs of the Council in appointing the an accountants
- (d) Disposals including professional fees (which may include any professional fees of the Ministers or the Council)
- (e) Reclamation Works, Infrastructure Works, Environmental Works and any other Works
- (f) employing consultants appointed pursuant to this Agreement provided that in the case of appointment by the Council of its in-house specialist officers the Council shall have first provided the Ministers with a detailed breakdown of time costs and/or fee charges incurred by such persons
- (g) all costs and expenses of obtaining Compulsory Purchase Orders made pursuant to this Agreement together with all fees and/or administration costs charged or incurred by the Ministers and the Council
- (h) costs of obtaining Planning Permission and Necessary Consents
- (i) costs of settlement or awards to third Parties made by an arbitrator the Lands Tribunal or the Courts including for the

avoidance of doubt settlements of claims under Part 1 of the Town and Country Planning Act 1973

- (j) marketing of the Sites or part of them for Disposal
- (k) maintenance and security of completed Works from the end of the contractors maintenance period to the earlier of Disposal or adoption of part
- (l) insurance of the Works and the cost of any other insurance effected with the agreement of both Parties
- (m) commuted sums paid as capital sums from either party (but excluding sums paid under 17.4.1)
- (n) cost of estate management and security of the Sites except in so far as it may be in current use by the Council for a statutory purpose not forming part of the implementation of this Agreement
- (o) ecological and environmental measures and management of the Sites
- (p) the cost of maintenance repair security and upkeep of all listed buildings within the Sites together with the cost of compliance with any requirements or recommendations of CADW or of any other competent authority
- (q) in complying with the conditions attached to the Planning Permission or any Necessary Consent
- (r) costs incurred in securing the applications referred to in clause 10.8

- (s) fees charged by the district auditor or the Council's external auditor in certifying the final accounts each year
- (t) the costs of pursuing and enforcing any claim and taking or defending any proceedings which the Parties agree to take and defend in particular for the purpose of establishing defending or preserving any rights amenities or facilities used or enjoyed for the Site
- (u) the proportion of the costs of provision of services to the common parts of any Scheme of Development (pursuant to the provisions of any Lease or transfer of a plot to a developer occupier of that plot) which are not recoverable from the developers or owners of any plots that have been Disposed of
- (v) and such other items of expenditure as may be agreed between the Parties (after discussion by the Project Coordination Group) to be Development Expenditure

and for the avoidance of doubt where Development Expenditure is incurred by the Council using funds provided for that purpose by the Ministers that expenditure shall be treated as a contribution to Development Expenditure solely by the Ministers and vice versa

1.7 "Development Strategy"

means the Development Strategy attached at Annexure 1 agreed by the Parties in accordance with Clause 8.5 and to be used as a development strategy for identifying Sites and Works as varied by agreement between the Parties from time to time

1.8	"Development Works"	means the conversion or refurbishment of existing buildings construction of new build units on the Sites.
1.9	"Disposal"	means the creation grant surrender or transfer of any legal or equitable estate interest or right in the Sites including (but not limited to) any licence or right of occupation whether temporary or otherwise and which in any case does not prejudice the Overall Objective or development of a Site PROVIDED ALWAYS that parts of a Site once identified for development as part of the Public Realm for retention under the control and management of the Council another public authority or by a body having charitable status or as infrastructure to be adopted by the appropriate authority or undertaker for future maintenance shall not at any time thereafter (unless otherwise agreed in writing between the Parties) be or become the subject of a Disposal under the provisions of this Agreement shall be construed accordingly
1.10	"Duty of Care Deed"	means a collateral warranty from a consultant or contractor in respect of a Scheme of Development in such reasonable terms as are agreed between the Parties
1.11	"Environmental Works"	means works for the improvement development or redevelopment of the environment (having regard to existing amenity) and not otherwise comprising Infrastructure Works or Reclamation, and including all ecological and environmental works or measures
1.12	"Financial Year"	means a period starting on 1st April in any year and ending on 31st March the following year
1.13	"Implementation Action Plan"	means the document to be prepared pursuant to clause 8.2

- 1.14 "Infrastructure Works" means works required to service a Scheme of Development (including works on adjoining or adjacent land) including (but without limitation) the provision of roads rail links car parks bus stations footpaths cycleways gas electricity water drainage sewerage effluent treatment and disposal landscaping telecommunications and other civil works supplies or services to enable or facilitate development or to improve the potential for development but not including the development of complete buildings for occupation and use and "Infrastructure Works" shall be construed accordingly
- 1.15 "Ministers Land" means the land within all Sites in the ownership of the Ministers.
- 1.16 "Necessary Consents" means those permissions consents approvals licences certificates and permits in legally effectual form as may be necessary to carry out a Scheme of Development and to use and enjoy (if applicable) such Scheme of Development as intended by the Parties including
1. Planning permission and approval of reserved matters
 2. Building regulations consents
 3. The requirements of all competent authorities
 4. Agreements under Section 106 Town and Country Planning Act 1990 Section 38 Highways Act 1980 and other similar statutory provisions
- 1.17 "Market Value" means the best price or rent or both (as the case may be and in any case exclusive of VAT) which might reasonably be expected to be obtained for the interest being valued in the open market by private treaty at the date on which such interest is to be valued such valuation to be undertaken on the basis of the RICS Appraisal and Valuation

		Standards current at the date on which such interest is to be valued
1.18	"Overall Objective"	means the common objective of the Parties as set out in Clause 3
1.20	"Planning Permission"	means any permission granted in relation to the Sites
1.21	"Prescribed Rate"	means a rate of interest of four per centum per annum above the base rate for the time being of National Westminster Bank plc calculated on a daily basis
1.22	"Project Coordination Group"	means the group of officers of the Ministers and the Council appointed pursuant to the Management Arrangements set out in Annexure 2
1.23	"Project Team"	means the team or teams appointed by the Parties pursuant to the Management Arrangements in Annexure 2
1.24	"Public Realm Works"	includes without prejudice to the generality of the expression public car parks bus stations landscaped areas public highways and footways service roads and designated public open space except where the Parties agree that such use is temporary pending redevelopment of the relevant area
1.25	"Receipts"	means in respect of this Agreement and each Disposal the aggregate of all sums whether of a capital nature or otherwise received by or on behalf of the Council and the Ministers (or either of them as the case may be) in respect of or relating to or arising therefrom including without prejudice to the generality of the foregoing the gross amount of rents less the reasonable associated costs of collection from the use and enjoyment of land together with any proceeds of any policy of insurance relating to a Scheme of Development to which either the Ministers or the Council may become entitled except

where such proceeds are expended on reinstatement within a reasonable period

1.26 "Reclamation Works"

means works required to bring land within a Scheme of Development into use including (but without limitation) site investigation site clearance demolition of buildings and structures landscaping earthworks ground stabilisation and refurbishment of structures and buildings decontamination surface water drainage diversion of roads and services and the treatment of shafts and adits and "Reclamation Works" shall be construed accordingly

1.27 "Scheme of Development"

means the acquisitions of Additional Land and Interests acquired pursuant to the terms of this Agreement Infrastructure Works Reclamation Works Environmental Works Public Realm Works Development Works and any other Works to be carried out on a Site or in order to service a Site or to satisfy the conditions attached to the Planning Permission

1.28 "Site"

means a site added to this Agreement in accordance with clause 8.3 for the purpose of delivering the Overall Objective.

1.29 "Sites"

means all sites added to this Agreement for the purpose of delivering the Overall Objective.

1.30 "Today"

the date of this Agreement

1.31 "Value Added Tax" or "VAT"

means the tax imposed on the supply of goods and services by the Value Added Tax Act 1983 and shall include any tax based on the value of goods and/or services or on sales or on turnover which may replace the same and in the context of Value Added Tax reference to an amount being recoverable or recovered means a recovery by repayment or credit (against other money due) from or by H M Customs and Excise or

such other governmental body as shall be appropriate

- 1.32 "Works" means the works and operations carried out and performed to implement a Scheme of Development including Infrastructure Works Reclamation Works, Public Realm Works Development Works and Environmental Works

2. **INTERPRETATION**

In this Agreement where the context so admits:

- 2.1 any reference to an Act of Parliament includes any modification extension replacement or re-enactment thereof for the time being in force and also all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom
- 2.2 words importing gender include every gender
- 2.3 the singular number includes the plural and vice versa and reference to natural persons includes bodies corporate and vice versa
- 2.4 the Clause and Schedule headings are for convenience only and shall be ignored for the purposes of construction
- 2.5 references to Recitals Clauses Schedules paragraphs sub-paragraphs and annexures are (unless otherwise stated) to the Clauses schedules paragraphs sub-paragraphs and annexures of this Agreement
- 2.6 an obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done
- 2.7 an obligation to do something shall include an obligation to procure that it is done
- 2.8 all approvals consents agreements certificates and notifications required pursuant to this Agreement shall be in writing
- 2.9 references to land or other property include each and every part thereof and any buildings structures alterations additions improvements or other developments thereon
- 2.10 where approval or consent is not to be unreasonably withheld it shall not be unreasonably delayed

- 2.11 references to a "Party" shall include a reference to either of the Parties to this Agreement and references to "Parties" shall be a reference to both of them

3. OVERALL OBJECTIVE

- 3.1 The Parties agree with each other to enter into an enterprise established for the objectives set out in Clause 3.2 and in accordance with the provisions of this Agreement

- 3.2 The Overall Objective of this Agreement is the promotion of economic development by making employment space available for occupation by SMEs generally in accordance with the principles set out in the Development Strategy as interpreted by this Agreement by the following means:-

3.2.1 to identify Sites and acquire required Additional Land and Interests

3.2.2 to implement a Scheme of Development for each Site by: -

3.2.2.1 preparing overall detailed development briefs of both Sites and Premises in terms of building size specification and use

3.2.2.2 preparing each Site for immediate development

3.2.2.3 by converting or refurbishing existing buildings or the construction of new build units ("Premises") for letting on each Site.

- 3.2.3 to identify Sites for development by the private sector and to award property development grants to facilitate building or refurbishing speculative Premises on such Sites for letting.

4. RELATIONSHIP OF THE PARTIES

- 4.1 Whilst both Parties are responsible for achieving the Overall Objective the Council shall be responsible for taking the lead role in co-ordinating actions taken in accordance with the terms of this Agreement (save for as provided in clause 8.3) but that the lead officer (from either party) in relation to a specific Scheme of Development and/or roles shall be as detailed on the Implementation Action Plan or as agreed between the Parties

- 4.2 There will be no sharing of profits or sharing of losses and no partnership is created or intended to be created between the Parties

- 4.3 This Agreement shall be personal to the Parties and shall not be capable of assignment either wholly or in part and it is not intended by either Party that any other person should be entitled to enforce this Agreement whether by virtue of the Contracts (Third Parties) Act 1999 or otherwise and such right to do so is hereby excluded except where a statutory provision states otherwise

- 4.4 No Party is nor shall at any time hold itself out as agent for the other or pledge the credit of the other for any purpose
- 4.5 Subject to the specific provisions of clauses 4.1 and 11 the Parties shall agree from time to time who shall be responsible for carrying out any Scheme of Development (or part thereof) in accordance with the terms and conditions set out in this Agreement and within the funding made available by the Ministers and the Council
- 4.6 Where the Ministers or the Council is responsible for carrying out or procuring the carrying out of a Scheme of Development it shall use its best endeavours to ensure that such Scheme of Development is carried out with all due skill care and diligence prudently and properly and in accordance with the terms of this Agreement
- 4.7 Neither Party shall knowingly take action or steps in relation to the Council's Land or the Ministers Land (as the case may be) which might prejudice the Overall Objective

5. **DURATION OF AGREEMENT**

- 5.1 This Agreement shall continue for a period expiring on 31/03/2026 or until the Overall Objective has been achieved or until either Party decides after a period of 3 years from Today that the Overall Objective cannot be achieved subject as follows:
 - 5.1.1 that a Scheme of Development having already commenced shall continue to be subject to the provisions of this Agreement until completed
 - 5.1.2 all sums due to either the Ministers or the Council under this Agreement have been paid
 - 5.1.3 to the provisions of Clause 20 (Default)
 - 5.1.4 Notwithstanding the provisions of Clause 5.1 the Parties may agree to extend this Agreement beyond the said period by 3 years either on the same terms or on such other terms as may be agreed
- 5.2
 - 5.2.1 In the event of the termination or expiry of this Agreement without the Disposal of the whole of the interests of both Parties in the Sites the Parties shall together place any such remaining interest ("the Unsold Land") at the date of termination or expiry of this Agreement and in its existing state for sale on the open market at the best price reasonably obtainable in accordance with a programme and method of Disposal and parcelling of the Unsold Land agreed by the Parties so as to achieve the best price reasonably obtainable and the

Parties shall give consideration to the obtaining of any necessary planning permission for alternative use for all or any part of the Unsold Land prior to such programme of disposal so as to achieve the best price reasonably obtainable as aforesaid

- 5.2.2 If the Parties are unable to agree on the programme of Disposal within a reasonable time then the whole of the Unsold Land is to be sold at auction in a single parcel
- 5.2.3 It is expressly agreed between the Parties that either Party can offer to acquire the Unsold Land from the Parties by negotiation or in the event that such negotiations fail by bidding at auction if that method of disposal is used
- 5.2.4 The Parties shall give consideration to whether any Disposal of the Unsold Land should be made the subject of provisions for future additional consideration or overage payments to be made by the purchaser upon the grant of a planning permission for development for any use other than B1 B2 or ancillary B8 of the Town & Country Planning (Use Classes Order) 1982 where there is a reasonable prospect of the obtaining of such permission within a reasonable period of completion of the Disposal
- 5.2.5 Subject to the above any differences or disputes which arise between the Parties as to the operation of the sub clause 5.2 shall be dealt with under clause 22 of this Agreement

6. THE PROJECT COORDINATION GROUP

- 6.1 With a view to ensuring the proper implementation of the Overall Objective the Parties shall establish such body or forum to be called the Project Coordination Group to discuss and evaluate matters relating to this Agreement and shall regulate the proceedings of the Project Coordination Group as may be agreed by the Parties from time to time but in default of such agreement as is provided in the Management Arrangements attached at Annexure 2
- 6.2 The Ministers and the Council will procure that officers appointed to the Project Coordination Group or Project Teams appointed by it shall devote such specific amounts of time to the functions of the Project Coordination Group as prove to be reasonably requisite to discharge those functions
- 6.3 The salaries and overhead costs of officers of the Ministers and the Council appointed to the Project Coordination Group or Project Teams appointed by it from time to time shall not count as Development Expenditure

7. PLANNING PERMISSION

- 7.1 The Parties shall, with the assistance of consultants, procure the drawing up of a detailed master plan for each Site or any part or parts of the Site for any Scheme of Development where a Scheme of Development is proposed by the Parties.
- 7.2 The Parties shall seek to agree such master plan with a view to a Party making an application for new planning permission to reflect the revised views of the Parties.

8. IMPLEMENTATION ACTION PLAN

- 8.1 The Development Strategy outlines the visions and proposals for the Sites as interpreted in this Agreement and shall guide and influence every Scheme of Development carried out pursuant to this Agreement
- 8.2 The aspirations and objectives of the Development Strategy will be delivered by the actions set out in the Implementation Action Plan and the Parties via the Project Coordination Group will prepare (as soon as reasonably practicable after the date of this Agreement) and regularly review and where appropriate revise the same
- 8.3 The Implementation Action Plan will list all agreed Sites which party shall be responsible for taking the lead role in co-ordinating actions for each Site and form the basis of future investment decisions
- 8.4 The Project Coordination Group shall use its best endeavours to agree such alterations variations or supplements to it (if any) (including revision to or modification of the Implementation Action Plan) as may be necessary to ensure the successful achievement of the Development Strategy (as interpreted in this Agreement) and the successful completion of a Scheme or Schemes of Development and the Project Coordination Group shall submit the revised Implementation Action Plan to the Parties for their approval (acting reasonably) by the 1st day of April in each year (unless agreed otherwise by the Parties) of the duration of this Agreement
- 8.5 Whilst it is acknowledged by the Parties that the Development Strategy is agreed by the Council and the Ministers it is hereby agreed and declared that for the purposes of this Agreement that the Parties may at any time after the date hereof agree in writing to amend it.
- 8.6 The Development Strategy and its delivery shall take account of and be compliant with the Ministers policies and legislative requirements in respect of its sustainable development and climate change strategy obligations including the Wellbeing of Future Generations (Wales Act) 2015, the Environment (Wales) Act 2016 and the Climate Change Strategy for Wales including any other policies and legislation that come in to force at any time.

9. TITLE TO THE COUNCIL'S LAND AND MINISTERS LAND

- 9.1 The Council hereby warrants and represents to the Ministers that the Council has a good and marketable freehold title to the Council's Land and any Additional Land and Interests it acquires.
- 9.2 If the Ministers have acquired land as Additional Land and Interests (the Ministers Land) the Ministers will warrant and represent to the Council that the Ministers have good and marketable freehold title to the Ministers Land
- 9.3 The Council and the Ministers hereby apply jointly for an Unilateral Notice of this Agreement to be registered and for restrictions to be noted at HM Land Registry in respect of the Council's Land and any Additional Land and Interests acquired by either Party providing that except under an order of the registrar or the court no disposition by the Council or the Ministers (as the case may be) is to be registered without the consent of the other pursuant to this Agreement such applications to be made:
- 9.3.1 As soon as practicable after Today and
- 9.3.2 In the case of Additional Land and Interests acquired for the purposes of a Scheme of Development upon registration of the transfer to the Council or the Ministers (as the case may be) and
- 9.3.3 When land owned by the Council or the Ministers becomes Council's Land or Ministers Land as soon as practicable after that event

such restrictions to be in the following form:-

(i)"no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before this entry of this restriction is to be registered without a certificate signed by the Welsh Ministers or its conveyancer that the provision of an Agreement made between (1) The Welsh Ministers and (2) Carmarthenshire County Council dated [] 2020 have been complied with"

(ii) "no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the Council or its conveyancer that the provisions of an Agreement made between (1) The Welsh Ministers and (2) Carmarthenshire County Council dated [] 2020 have been complied with"

- 9.4 The Council and the Ministers will not agree or complete a Disposal of their respective interests in Council's Land or the Ministers Land without the other's consent during the subsistence of this Agreement

- 9.5 The Ministers and the Council shall give prompt consent to any Disposal and promptly provide a proper release from the restrictions in this clause 9 of any part of the Sites required for the purposes of this Agreement and upon request by the Council that the Ministers shall release from such restrictions any land which becomes part of the Public Realm

10. PURCHASE OF ADDITIONAL LAND AND INTERESTS

- 10.1 The Parties shall from time to time review the need for any Additional Land and Interests for a relevant Scheme of Development and after discussion by the Project Coordination Group will agree the identity of the acquiring party and the identity of those Additional Land and Interests to be acquired varied or extinguished and use all reasonable endeavours to agree the acquisition interest and the budget limits
- 10.2 The acquiring party shall use all reasonable endeavours (including compulsory purchase powers where appropriate) to acquire vary or extinguish (as appropriate) Additional Land and Interests agreed as aforesaid all in accordance with the agreed costs limits and the acquiring party shall use all reasonable endeavours to keep the non acquiring party fully informed from time to time If the acquiring party is unable to acquire vary or extinguish (as the case may be) any Additional Land and Interests within the agreed costs limits and/or within a reasonable period of time the acquiring party shall subject to compliance with its statutory duties consider the use of its compulsory purchase powers to make a compulsory purchase for such purpose (unless the acquiring party is satisfied that in all the circumstances prevailing at that time it is unlikely that the use of such powers would succeed) ("a Compulsory Purchase Order")
- 10.3 The acquiring party shall appoint such professionals and consultants as the Parties agree (in the forum of the Project Coordination Group) in connection with its obligations under this clause 10
- 10.4 The non acquiring party shall give all reasonable assistance to the acquiring party in the preparation of evidence for any public inquiry and in any related negotiations with objectors to a Compulsory Purchase Order or any relevant Consent and any costs and expenses reasonably incurred by the non acquiring party shall comprise Development Expenditure
- 10.5 The acquiring party shall seek to negotiate and pursue diligently negotiations with objectors to a Compulsory Purchase Order with a view to securing their agreement to the withdrawal of their objections and the acquiring party shall keep the non-acquiring party fully informed from time to time
- 10.6 Such acquisitions and variations of Additional Land and Interests shall be completed in the name of the acquiring party on behalf of the Ministers and the Council for the purposes of this Agreement provided that any Additional Land and

Interests identified and acquired for the construction of highways to be adopted shall be dedicated to the use of the public by the Ministers to the Council to the intent that such land shall become a highway maintainable at the public expense

10.7 To the extent the Parties are able or entitled the Council and the Ministers shall as soon as practicable after the date of this Agreement enter into deeds releasing all incumbrances (including easements restrictive covenants or other matters enjoyed by one Party in respect of the land in its title over the other Parties' land or Additional Land and Interests and as when acquired so as to ensure that such incumbrances do not obstruct or prevent the achievement of the Overall Objective)

10.8 The Council shall where necessary make the requisite application and use reasonable endeavours to obtain the making of orders:-

10.8.1 for closure of any public highway in so far as it affects any Site.

10.8.2 to divert any public rights of way cycleway or bridlepath in so far as they affect any Site.

11. SPECIFIC OBLIGATIONS

11.1 The obligations of the Parties contained in this Agreement are expressly subject in the case of the Ministers to formal financial approval from the relevant Minister and in the case of the Council to formal approval in accordance with its constitution of the Council for any expenditure to be incurred and for any other purpose

12. APPOINTMENT OF CONSULTANTS OR CONTRACTORS

12.1 As to the attainment of the Overall Objective subject always to the specific provisions of clauses 10 and 11 the Parties shall (at all times having regard to the funding available and to a respective Party's ability to implement) comply with the provisions of this clause 12 in appointing consultants and/or contractors in respect of a Scheme of Development

12.2 the Parties shall agree which Party should properly be the employer and appoint such planners architects engineers and other specialist persons to carry out or advise on the attainment of the Overall Objective or in relation to a Scheme of Development or enter into a construction or other contract for Works as shall be decided upon by the Project Coordination Group

12.3 The terms of any such appointment or contract shall be decided upon by the Project Coordination Group but within the parameters as shall from time to time be determined by the Parties and shall in any event (unless otherwise agreed by the Parties) provide for any consultant or contractor appointed in relation to a

contract for Works to enter into a Duty of Care Deed in favour of the Council or the Ministers as well as purchasers lessees and funders of any part of the Site or for appropriate provision to be made to incorporate the provisions of the Contracts (Right of Third Parties) Act 1999 conferring suitable rights of enforcement

- 12.4 the contracting Party shall (unless otherwise agreed by the Parties) procure the completion of a Duty of Care Deed in favour of the other Party on appointment of a consultant or contractor appointed in relation to a Contract for Works pursuant to this clause 12
- 12.5 From the date hereof neither Party shall enter into a construction Contract for Works or any other contract nor appoint a consultant (other than pursuant to the Council's obligations under clause 10) in respect of the Scheme of Development without having first agreed the identity of the appointee or the terms of any such contract with the other (such agreement not to be unreasonably withheld)
- 12.6 The contracting Party shall ensure:
 - 12.6.1 that all construction Contracts for Works or any other contracts including appointment of consultants in respect of the Scheme of Development are entered into bona fide at arms length with third Parties in the open market in accordance with each party's compliance procedures and are on the best terms reasonably obtainable in the open market and
 - 12.6.2 where appropriate that all construction contracts for Works or any other contract including appointments of consultants in respect of the Scheme of Development are put to competitive tender and otherwise let fully in accordance with the constitutions standing orders regulatory and European Community provisions and all statutory procedures applicable to such contracts let by the Council or the Ministers as the case may be or such alternative procedures as the Parties may from time to time agree after discussion by the Project Co-ordination Group
 - 12.6.3 that the chosen contractor or consultant shall have relevant experience in carrying out contracts of the nature to be carried out in connection with the relevant Scheme of Development
 - 12.6.4 that the chosen contractor or consultant shall exercise the reasonable skill care and diligence to be expected of a competent and qualified contractor or consultant in the field of expertise in respect of which the appointment is made
- 12.7 The contracting Party shall adopt such measures as are available to it under the relevant construction contracts for Works or other contract or appointment in respect of the Scheme of Development to procure the performance by the contractor or consultant of its contractual obligations and shall not without the consent of the other Party expressly or impliedly waive or release or vary any

such obligations which would or might adversely affect the carrying out of any works or any part thereof in accordance with the terms of this Agreement

- 12.8 If either Party enters into a construction contract for Works or other contract including appointment of consultant in respect of the Scheme of Development it shall not do or omit any act or thing which would immediately or upon the expiry of notice entitle any contractor or consultant to regard as terminated any such contract or appointment and shall not terminate any such contract or appointment without having agreed such termination with the other Party
- 12.9 Where either Party enters into a construction Contract for Works or other contract or appoints a consultant in respect of the Scheme of Development it shall advise the other of the identity of the officer responsible for the management and implementation of that contract on behalf of that Party as the client
- 12.10 The Ministers (or where appropriate the Council) shall ensure that in designing the constructing Infrastructure Works and Public Realm Works all such Works where it is possible to do so shall be designed constructed to a standard that will ensure their future adoption for maintenance by the body or undertaker appropriate to the type of Works being constructed

13. **WORKS**

- 13.1 Where the Parties agree to undertake Works on a Site or any part of a Site the provisions of this Agreement shall apply to any such Scheme of Development and the Parties also specifically agree that:
- 13.1.1 No such Works shall be unilaterally undertaken by either Party nor shall any Works take place without the agreement of both Parties
- 13.1.2 The design and detail of any such Works shall be generally in accordance with the principles set out in the Development Strategy as interpreted by this Agreement and agreed by the Parties
- 13.1.3 The identity of any contractors and consultants and their terms of appointment shall be agreed by the Parties
- 13.1.4 The Parties shall agree which of the Parties should procure the Works
- 13.1.5 All construction contracts or any other contracts including the appointment of consultants in respect of the Works shall be undertaken in accordance with clause 12

14. DEVELOPMENT BUDGET

- 14.1 Unless otherwise agreed the Parties shall when appropriate in the context of the Implementation Action Plan identify potential funds or sources of funding to pay for the anticipated programme of expenditure
- 14.2 As soon as the funding has been secured the Parties shall prepare and agree an overall budget for the future expenditure to be incurred in connection with this Agreement
- 14.3 The Parties shall from time to time as necessary formulate proposals for an overall budget for the expenditure to be incurred in connection with this Agreement during the foreseeable future and in any event for the next following Financial Year taking into account the sources of finance available or likely to be available to each of the Parties during that period

15. FINANCIAL ARRANGEMENTS - GENERAL

- 15.1 The Council shall arrange for separate management accounts to be kept for the activities undertaken by the Parties under this Agreement showing all Development Expenditure and income and Receipts and shall ensure that entries are made therein of all such matters transactions and things which are usually entered in management accounts kept by persons engaged in concerns of a similar nature so as to enable the preparation from time to time of proper accounts and the Ministers and any accountants appointed by them for this purpose shall have access to examine and copy the same at all reasonable times on demand
- 15.2 The Council shall submit to the Ministers for approval on an annual basis management accounts referred to in 15.1 above.
- 15.3 The management accounts referred to in 15.1 shall be independently audited each financial year (unless agreed otherwise by the Parties) by auditors appointed jointly by the Parties and the costs of such appointment shall be Development Expenditure. Such accounts are to be prepared within six months of the end of each financial year (or such later date as the Parties may agree) and shall be handed to the Ministers immediately following preparation
- 15.4 All management accounts and Development Expenditure Income and Receipts and other financial matters and all records which relate to those matters shall be subject to inspection at all reasonable times by the Ministers or their accountants internal auditors and external statutory auditors.
- 15.5 Each Party shall respond promptly to all reasonable requests by the other or by accountants appointed by the other for the purpose in Clause 15.4 for further information and/or explanation of items in any accounts Scheme of Development

or Disposal and each Party may if reasonable to do so require the other to have an unverified account verified by suitably qualified accountants

- 15.6 In the event of any dispute between the Parties regarding any items of Development Expenditure or any debits or any receipts or accounts valuations or audits thereof either Party may refer such dispute in accordance with the provisions of Clause 22
- 15.7 The accounts referred to in this Clause 15 are purely for purposes of this Agreement and the Ministers and the Council may draw up their own accounts on the basis that each Party is dealing on its own account in its participation in this Agreement and the provisions of this Clause 15 being entirely without prejudice to the statutory obligations of the Council and the Ministers to provide annual accounts
- 15.8 All books of account (and all letters vouchers receipts invoices demands papers and documents) in respect of or relating to a Scheme of Development or Disposal kept by the Council pursuant to clause 15.1 shall be kept at the Council's offices in Carmarthen and kept by the Ministers pursuant to clause 15.1 shall be kept at the Ministers offices at Penllergaer (or such other office as the Ministers by notify from time to time) and the Ministers the Council their accountants internal auditors and external auditors shall have access to examine and copy the same at all reasonable times on demand

16. **SOURCES OF FINANCE AND GRANT AID**

- 16.1 The Parties shall be responsible for providing finance either from their own resources and/or for procuring finance from third Parties for all purposes in connection with this Agreement
- 16.2 It is hereby agreed and acknowledged by both Parties that the entering into this Agreement does not imply that finance is available to achieve the Overall Objective
- 16.3 Expenditure funded by grant aid to the Council from the Ministers or any other grant aid from a third Party which is received shall be treated as Development Expenditure contributed by the Party receiving the grant subject to sub clauses 16.4 and 16.5 below
- 16.4 Funds received by either Party by way of grant for which both Parties are eligible from the European Community or elsewhere shall be applied to reduce the Development Expenditure of the Party receiving the grant
- 16.5 Where any payments (including grants of any nature) are made by the Ministers to the Council towards the Scheme of Development such payments shall count as Development Expenditure of the Ministers and vice versa

- 16.6 If the Council receives from any Party other than the Ministers funds by way of reimbursement of expenditure incurred in connection with a Scheme of Development where such expenditure has already been reimbursed by the Ministers the Council shall forthwith upon receipt of funds from such other Party repay the appropriate sum to the Ministers and such sum shall not count as Development Expenditure incurred by either Party

Where there is any doubt as to how funds provided to the Council by the Ministers are to be treated for the purposes of this clause 16 the Parties must agree prior to incurring Development Expenditure how such funds are to be treated and any dispute shall be dealt with under clause 22.

17. **FINANCE - DISTRIBUTION OF RECEIPTS**

- 17.1 The Parties will agree by 30/06/22 the percentages of the aggregated amount of Development Expenditure incurred or committed by the Ministers and the Council respectively up to 31/03/22 and that for all purposes of this Agreement such percentage shares ('the Percentage') shall apply as at the date of this Agreement until recalculated pursuant to the provisions of this clause
- 17.2 Either Party can require (by notice in writing to the other)the Percentage to be re-determined by calculating the Development Expenditure incurred by the Parties up to the date of such notice and thereafter the Percentage of the aggregated amount of Development Expenditure incurred by the Ministers and the Council respectively in respect of all Schemes of Development will be substituted for the Percentage referred to in 17.1 and shall apply until re-determined again from time to time or until a final calculation is carried out under this Clause 17.2
- 17.3 All Receipts shall be retained by the Parties to pay Development Expenditure which the Parties from time to time agree to incur during the period set out in clause 5.1 and any such Receipts used for incurring Development Expenditure shall be deemed to be the Development Expenditure of the Parties in the Percentage shares of the Receipts to which they were then entitled and in particular:-
- 17.4
- 17.4.1 the Council shall maintain sufficient Receipts in an interest paying bank account (which shall be separately identified in the Council's accounting system) to generate interest which is sufficient to discharge the part of Development Expenditure identified in this agreement and any surplus Receipts (or surplus interest thereon) shall be distributed as a Receipt unless the parties agree to use the same for the purpose of discharging other Development Expenditure; and

17.4.2 any interest used to pay the Development Expenditure identified in clause 1.6 shall be deemed to have been contributed by the parties as their Development Expenditure in the Percentage shares Receipts to which they were then entitled.

17.5 Any interest received by the Parties shall be treated as a Receipt and where a substantial Receipt arises during a Financial Year the Parties may agree an interim distribution which shall be taken into account in calculating the amounts next payable pursuant to this clause 17 following the end of the Financial Year such payment to be effected within 30 days of agreement between the parties as to any such distribution agreed

17.6

17.6.1 On the earlier of the date of the expiry of the period set out in clause 5.1 and the date when all planned Development Expenditure has been incurred by the Parties in respect of this Joint Venture Agreement or when the parties are unable to agree on the incurring of further Development Expenditure the Parties shall proceed to carry out a final calculation of the Development Expenditure incurred by each of the Parties and the percentage of the amount of Development Expenditure incurred and the Percentage so calculated shall be applied to the distribution of the balance of any monies held by the Parties

17.6.2 If the calculation carried out under the preceding paragraph shows that the distribution of any Receipts already made is not in accordance with the final Percentage the difference shall be paid by the Party in whose favour the difference arose to the other Party

17.7 The Parties shall pay to the other such sums as are necessary to provide each Party with the correct Share of Receipts (after payment of all Development Expenditure and revenue expenditure) within 2 calendar months of the date set out in clause 17.6.1 above and if payment is not made within that period the payer shall in addition pay to the payee interest on the sum due at the Prescribed Rate from the due date to the date of actual payment

17.8 It is **HEREBY AGREED** that neither party shall have a right to share in Receipts which are nominal or acknowledgement rent paid under the terms of a lease for a term in excess of twenty five (25) years granted in order to ensure control of the future use or development of land

17.9 If any sums due from one party to the other under this Agreement are not paid on the due date for payment then the paying party is to pay interest on those sums, both after as well as before judgement, of 4% per annum above the base lending rate of National Westminster Bank or if such other comparable rate of interest as the non paying party shall reasonably determine for the period from and including the due date for payment to and including the date of actual payment

17.10 All receipts held shall be deemed to earn interest in the levels the party receiving the receipt (whether or not held on an interest bearing account) from the date of receipt until the date of actual distribution of such receipt (such interest to be calculated at the Accumulation Rate) and clause 17.5 shall apply to such deemed interest as if it had been actually received.

18. VALUE ADDED TAX

18.1 The sums payable under this Agreement and all other supplies made under or in connection with this Agreement are exclusive of VAT and:

18.1.1 If any such sums or supply gives rise automatically to a charge to VAT or

18.1.2 If any such sum or supply gives rise to a charge to VAT at the election of a Party and that Party so elects

then in any such case VAT shall be paid in addition thereto

18.2 Any VAT correctly chargeable in respect of any supply made by either Party to the other pursuant to the terms of this Agreement shall be paid forthwith by the Party receiving the supply to the Party making the supply upon receipt of a valid VAT invoice issued by the Party making the supply to the Party receiving that supply

18.3 Subject to the prior agreement of the Parties neither Party shall issue a VAT invoice such that a tax point for VAT purposes is created to a date earlier than would be the case had such VAT invoice not been issued

18.4 In the event that either Party shall have issued a VAT invoice to the other for a supply made pursuant to the terms of this Agreement but the amount of VAT charged thereby proves to be inadequate the Party that issued such VAT invoice shall issue a further VAT invoice in relation to the balance of VAT

18.5 In the event that either Party shall have issued a VAT invoice to the other for a supply made pursuant to the terms of this Agreement but the amount of VAT charged thereby is excessive (or no VAT should have been charged) the Party that issued such VAT invoice shall issue a VAT credit note in relation to the VAT so overcharged

18.6 Both the Council and the Ministers shall (if they have not done so already) forthwith elect to waive the exemption to charge VAT in relation to the Council's Land the Ministers Land and any Additional Land and Interests which become vested in either of them from time to time.

18.7 Both the Council and the Ministers agree that neither will whether by omission or otherwise take any step which may affect or prejudice the other's ability to recover VAT incurred on Development Expenditure pursuant to this Agreement

19. DISPOSAL AND MARKETING

- 19.1 The Parties shall prepare and agree a marketing strategy and programme specifically for letting Premises on the Sites and in relation to any other Scheme of Development involving a Disposal
- 19.2 The Parties shall implement the marketing strategy once approved pursuant to clause 19.1 and shall actively seek to promote and market the Premises (or other relevant land) in accordance with such marketing strategy and the Overall Objective
- 19.3 The Parties shall make arrangements for collecting and recording information relating to the promotion and marketing of the Premises (or other relevant land) and the implementation of the agreed marketing strategy and the programme and shall provide such information in a form to be agreed by the Parties and at such intervals as the Parties shall agree
- 19.4 The Parties will agree who shall initiate and implement detailed negotiations with interested Parties and structure proposed Disposals in a manner consistent with the Overall Objective and shall keep the other informed of the progress of any such negotiations and the terms and details of any proposed Disposal in accordance with a protocol to be agreed between the Parties following the date of this Agreement which protocol shall describe fully the details of the consultation processes the documentation of information and confidentiality
- 19.5 Neither Party shall initiate or take any steps in relation to the marketing of the Premises (or other relevant land) or enter into any negotiations for the sale or letting of the Premises (or other relevant land) or any part thereof without the prior approval of the other
- 19.6 Unless otherwise agreed by the Parties every Disposal shall be in general conformity with the Overall Objective and the Development Strategy
- 19.7 Disposals shall be in accordance with the provisions of the Council's Constitution in force from time to time and relating to the disposal of land and any relevant Welsh Government Guidelines and the Ministers internal procedures relating to the disposal of land in force from time to time
- 19.8 With reference to Clause 19.7 any Disposals of Sites (or part thereof) will require the purchaser to construct buildings to the Welsh Government Sustainable Buildings Standards and also to comply with the requirements of Clause 8.5 and documentation evidencing such Disposals shall be in accordance with the Ministers standard provisions relating thereto.
- 19.9 Each Disposal and the terms thereof shall be approved by the Parties after consideration by the Project Coordination Group (in such cases as may be

required by the Ministers) and the Parties shall not unreasonably withhold or delay their approval to a proposed Disposal and shall implement all regular or special internal procedures for or relating to the Disposal of land as quickly as possible so as to expedite decisions as to the approval or otherwise of Disposals

19.10 Neither Party shall make a Disposal by way of a lease or licence without first providing the other with full particulars and securing the approval of the other to the terms including any premium and rent reserved of any such lease (which approval shall not be unreasonably withheld having regard to the obligations of the Parties under this Agreement) and the following provisions shall apply to the rent received

19.10.1 the rent shall be treated as a Receipt in the year in which it is received

19.10.2 should the provisions of the said lease be amended or a surrender of the lease accepted so that there accrues a Receipt of a capital nature the provisions of Clause 17 shall apply to that Receipt

and it is hereby further agreed between the parties that any such lease shall contain appropriate service charge provisions the revenue of which shall be utilised for maintenance costs of the common parts of the relevant Scheme of Development PROVIDED THAT if the terms of a lease submitted under this Sub Clause is not approved or disapproved within 28 days then there will be deemed to be approval to the terms thereof

19.11 Unless otherwise agreed (such agreement not to be unreasonably withheld) the letting Party shall use all reasonable endeavours to secure sales or lettings at the best prices or rents then reasonably obtainable in the open market as appropriate having regard to market conditions and in the case of a sale or letting at less than the best prices or rents as aforesaid the Parties shall proceed with all due diligence to seek any necessary consents of the National Assembly for Wales to such proposed sales or lettings by these in accordance with the provisions of Section 123 of the Local Government Act 1972 and Section 21A of the Acts or otherwise.

19.12 Any dispute or difference between the Parties relating to the apportionment of rent or the terms of any proposed lease under Clause 19.10 shall be settled in accordance with Clause 22

19.13 The Parties will consult together as to the best and most efficient and legally effective way of structuring a Disposal and will take whatever steps necessary to achieve that structure including where appropriate the Transfer of the whole or part of the Council's Land or the Ministers Land (as the case may be) to the other

20. DEFAULT

- 20.1 In the event of a substantial breach of any material obligation hereunder where such breach is incapable of remedy or has not been remedied within such period (being not less than 3 months) as the Party to whom the obligation is owed considers reasonable after notice to the Party in default of any matters required to be remedied this Agreement may be determined by the Party not in default at any time thereafter in giving not less than 28 days notice to that effect to the other Party whereupon at the expiry of such notice this Agreement shall be terminated (but without prejudice to any right of action of any Party against the other in respect of that or any antecedent breach) and PROVIDED ALWAYS THAT the provisions of clauses 5.3, 15 and 17 shall remain in full force and effect and shall bind both Parties notwithstanding termination of this Agreement

21. PUBLIC ACCESS TO INFORMATION

- 21.1 The terms of this Agreement shall be available to members of the public on request save for such parts thereof as constitute such information as would be "exempt information" as defined in Section 100 I and Schedule 12A of the Local Government Act 1972 (as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007
- 21.2 Any statement to the media regarding the terms of this Agreement or matters arising out of this Agreement or relating to it shall either be agreed between the Parties or made by one Party after submitting the proposed statement to the other Party and taking into account such comments as the other Party may make within a reasonable time having regard to all the circumstances surrounding the statement in accordance with the PR Protocol that exists between the Ministers and the Council
- 21.3 The Parties agree with each other that they will treat all information contained in or negotiations about or in any way relating to this Agreement or any Disposal and which might fairly be considered to be of a confidential nature as private and confidential and will safe guard it accordingly and neither Party will without the prior consent in writing of the other disclose any of such information to any person other than their respective officers, employees, counsellors and advisers who are required in the course of their duties to receive and consider such information and who shall be informed by the Parties of the confidential nature of the information.

22. DISPUTES

- 22.1 In the event that any Party considers there to be a dispute with the other Party arising out of this Agreement it shall ,as soon as reasonably practicable, notify the other Party in writing, clearly setting out the nature and extent of the dispute. The Parties shall use all reasonable endeavours to negotiate in good faith

and settle any dispute as soon as practicable. Such negotiations shall take place in the first instance at an operational level within each of the Parties concerned. In the event that any dispute is not resolved at that level the matter shall be escalated by each Party to an appropriate senior level within its respective organisation for further such negotiations.

- 22.2 If, following escalation pursuant to clause 22.1, of this Agreement the dispute has not been settled within 21 days of the date of the notice referred to in clause 22.1 (or sooner if the nature of the dispute so requires) , the Parties shall discuss , in relation to the dispute in question ,the relative advantages and disadvantages of any appropriate methods of dispute resolution (other than litigation through the courts) with a view to agreeing the most appropriate method of dispute resolution and the rules and procedures which shall apply thereto no later than 28 days of the date of such notice (or sooner if the nature of the dispute so requires.)
- 22.3 Nothing in this clause shall prevent any Party at any time from referring any dispute to the courts of England and Wales, save only where the parties have agreed an appropriate method of dispute resolution and the rules and procedure applying thereto in accordance with Clause 22.2 and the agreed process has commenced, . For the avoidance of doubt, this clause shall not prevent any of the Parties from so referring any dispute if the agreed process has been applied but the dispute has not been resolved.

23. **ACKNOWLEDGEMENT**

The Council acknowledges that the Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. The Council agrees that nothing contained or implied in, or arising under or in connection with, this Agreement shall in any way prejudice, fetter or affect the functions of the Ministers or any of them nor oblige the Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

24. **PARTIES STATUTORY POWERS**

- 24.1 Nothing herein contained or implied shall prejudice or affect any of the statutory rights powers or duties for the time being vested in the Ministers and all such rights powers or duties shall be enforceable and exercisable by the Ministers as fully and freely as if this Agreement had not been executed
- 24.2 Nothing herein contained or implied shall prejudice or affect any of the statutory rights powers duties or obligations of the Council as a local authority or local planning authority and the rights powers obligations and duties of the Council under all public or private statutes bylaws orders and regulations may be as fully and effectively exercised as if the Council was not a Party to this Agreement

24.3 Nothing in this Agreement shall prejudice the powers duties and obligations of the Council under the Planning Acts 1990 (as defined in Section 336(1) of the Town and Country Planning Act 1990) and/ or the Ministers under the Acts

25. COSTS

Each Party shall bear the fees and disbursements of its own professional advisers in connection with the negotiations and preparation of this Agreement or any addition or amendment thereto

26. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Ministers and the Council

27. SEVERABILITY

If at any time any provision of this Agreement shall become or be held to be of no effect or unenforceable whether by operation of law or by reason of uncertainty or otherwise it shall not affect the validity of the remainder of this Agreement which shall remain in full force and effect

28. WAIVER

The failure of either Party at any time or times to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require performance of that or any provision and any waiver by either Party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision a waiver of the provision itself or a waiver of any other right under this Agreement

29. NOTICES

29.1 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notices to be served under or by virtue of this Agreement except that Section 196 shall be deemed to be amended as follows:

29.1.1 any notice or document shall also be sufficiently served on a Party if sent:

in the case of the Ministers to [insert title i.e. head of property/senior surveyor] Department for Economy and Transport Welsh Government Llys Y Ddraig Penllergaer Business Park Swansea SA4 9NX and marked for the attention of the Senior Property Surveyor with a copy sent c/o The Director for Legal Services, Crown Building, Cathys Park Cardiff, CF10 3NQ

in the case of the Council to [insert title/name] County Hall Carmarthen SA31 1JP with a copy sent to []

or as otherwise specified by the relevant party by notice in writing to each other party.

- 29.1.2 any notice or document shall also be sufficiently served if sent by pre paid first class post or recorded delivery or next working day delivery or by hand to the Party to be served (or its solicitors where Sub Clause 29.1.2 above applies) and that service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a working day but otherwise on the next following working day

30. **CONTRACTS RIGHTS OF THIRD PARTIES**

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties Act) 1999 by any person not a party to it.

IN WITNESS whereof the respective Common Seals of the Parties have been hereunto affixed the day and year first before written

ANNEXURE 1

Development Strategy

ANNEXURE 2
Terms of Reference
Rural Employment Space Joint Venture
Project Coordination Group

Parties: (1) Carmarthenshire County Council ("the Council")
(2) Welsh Ministers ("the Ministers")

A. Management Arrangements

1. The Council and the Ministers shall forthwith appoint the members of the Project Coordination Group from officers of the Council and officials of the Ministers ("the Members").
2. The Parties shall nominate a person from time to time who shall be an officer of the Council to deal with all administrative matters relating to the Project Coordination Group (the Board Chair) and also a substitute for the Board Chair who shall be an official of the Ministers to deal with matters in the event of the Board Chair being unavailable to do so.
3. The Parties may convene meetings of the Project Coordination Group as frequently as necessary. The relevant Members shall report on the activities of the Project Coordination Group and on any matters requiring decision or approval by the Parties. Subject to agreement by the Parties, the Project Coordination Group may be assisted by such consultants as may be required to carry out the Overall Objective.
4. The Project Coordination Group may appoint Project Teams in respect of particular aspects of a Scheme of Development. Such Project Teams shall report to the Project Coordination Group as required from time to time by the Team Leader, who shall also direct the activities of the Project Teams within the terms of the JVA and the specific instructions of the Parties.
5. The Project Coordination Group shall consider and make recommendations to the Parties on the operation and implementation of the JVA, including:-
 - 5.1 The preparation of a revised Development Strategy for approval by the Parties.
 - 5.2 The preparation of an Implementation Action Plan (which is to set out actions to achieve the aspirations and objectives of the Development Strategy) and regularly review and where appropriate revise the same.
 - 5.3 The identification of works required to prepare sites for letting.
 - 5.4 The appointment of contractors or consultants.
 - 5.5 The programme for the letting of sites.
 - 5.6 Progress updates.

5.7 Review accounts prepared under the requirements of the JVA.

6. The obligations of the Parties contained in the JVA are expressly subject in the case of the Ministers to formal financial approval from the relevant Minister and in the case of the Council to formal approval in accordance with its constitution for any expenditure to be incurred and for any other purpose.

EXECUTED AS A DEED by applying
the Seal of the Welsh Ministers

The application of the Seal of the Welsh Ministers is **AUTHENTICATED** by [] who is duly authorised for that purpose by the Director of Legal Services by authority of the Welsh Ministers under Section 90(2) of the Government of Wales Act 2006

Signed

Name

Job Title

EXECUTED as a Deed (but not delivered until the date hereof) by **CARMARTHENSHIRE COUNTY COUNCIL** by affixing its common seal in the presence of:

Authorised Signatory

Mae'r dudalen hon yn wag yn fwriadol

Development Strategy
Rural Employment Premises
Joint Venture Agreement

1. Introduction

Carmarthenshire County Council (“the Council”) and The Welsh Ministers both being (the JV Parties”) have entered into a Joint Venture Agreement (JVA) with the aim of delivering industrial units to satisfy demand at any of ten rural towns within the county of Carmarthenshire. This Development Strategy has been agreed by the parties which shall be subject to the terms of the JV and provides greater detail on how its overall objectives are to be delivered, sites identified and works to be undertaken.

2. Strategic Context

The Council, along with its partners, have produced a new plan to support the economic recovery and growth of Carmarthenshire. This action arises from that plan and the previous Report and Recommendations of the Carmarthenshire Rural Affairs Task Group – June 2019 (aka Moving Rural Carmarthenshire Forward Strategy) and this work involves developing an Economic Growth Plan for each of the ten identified towns. A link to the Economic Recovery Plan and Moving Rural Carmarthenshire Forward Strategy is below: -

<https://www.carmarthenshire.gov.wales/home/council-democracy/strategies-and-plans/moving-rural-carmarthenshire-forward/>

<https://democracy.carmarthenshire.gov.wales/documents/g4300/Public%20reports%20pack%2021st-Jun-2021%2010.00%20Cabinet.pdf?T=10>

The ten rural towns identified in the Strategy are Llandovery, St Clears, Whitland, Newcastle Emlyn, Laugharne, Cwmamman (Amman Valley), Llanybydder, Kidwelly, Llandeilo and Cross Hands.

The relevant recommendation of the moving Rural Carmarthenshire Forward for this development strategy is “to develop business incubator or commercial accommodation in rural areas”.

The Welsh Government (WG) has published its Economic Action Plan: Property Delivery Plan (PDP), which acts upon:-

- strong grounds for public sector intervention in delivery of property infrastructure.
- differing focus of interventions, depending on location.
- WG and public sector partners should plan to support the delivery of at least 900,000 square feet of new floorspace over a three-year rolling period.

The plan is underpinned by the following reports prepared for WG by SQW: -

- Commercial Property: Market Analysis and Potential Interventions A report to the Welsh Government - March 2020
- Commercial property: Market analysis and potential interventions Supplementary note in the light of the Covid-19 crisis - June 2020

These documents are available via the following link:

<https://gov.wales/commercial-property-market-analysis-and-potential-interventions>

The delivery of industrial premises for letting at any of these ten rural towns would contribute to the delivery of both the PDP and the Moving Rural Carmarthenshire Forward Strategy. The identification of suitable sites and the type of development will also be informed by the PDP and the Ten Towns Economic Growth Plans.

3. Delivery Objectives

The overall objective of the JVA is set out in clause 3 of the JVA. This and the aspirations and objectives of this Development Strategy will be delivered by the actions set out in an Implementation Action Plan and the Parties via the Project Coordination Group (as referred to in JVA) will prepare and regularly review and where appropriate revise the same. The Implementation Action Plan will form the basis of future investment decisions and include a list of agreed sites identified at any of the ten rural towns, what actions are to be undertaken to deliver agreed objectives at each of those sites and which JV Party (the default being the Council) shall be responsible for taking the lead role in co-ordinating those actions. Decisions on the identification of sites in the ten rural towns and interventions required to deliver industrial units will be in response to satisfying demand identified in the Economic Growth Plans for the ten rural towns.

4. Initial Prioritisation

Initial prioritisation of sites to be brought forward under the JV agreement in line with the aforementioned Strategies and objectives are to be chosen based on an assessment of demand and deliverability.

Following an exercise to ascertain demand and deliverability it has been agreed by both parties that phase one priorities for the JV should include:

- Llandeilo
- Newcastle Emlyn
- One of Llanybydder or Llandovery

5. Sustainability & Cross Cutting Themes

a) Sustainability

As a minimum, all developments must achieve the requirements of the Welsh Government's Sustainable Buildings Standards, which is summarised in the below table and available at the following link:

<https://gov.wales/sustainable-building-standards>

Welsh Government's Sustainable Buildings Standards Table

A BREEAM rating or an equivalent quality assured scheme may be required based on building floor area.

Building floor area	Policy requirement
<=250m ²	Exempt
251 to 1,000m ²	No BREEAM required Part L+10%* required (10% improvement over the Target Emission Rate (TER) for current Part L of the Building Regulations)
1001 to 2000m ²	BREEAM 'Very Good' with 'Excellent' for Energy Credits (ENE01)
2001+m ²	BREEAM 'Excellent'

However, to support the Welsh Government's decarbonisation agenda and in response to its Climate Emergency declaration made in April 2019, and the Council's (*details of any related policies required here*), opportunities to improve on the performance of developments above that provided by the Welsh Government's Sustainable Buildings Standards should be adopted to achieve lower carbon emissions, especially for those developments undertaken directly by the JV Parties. Furthermore, to meet the Welsh Government's (*and Council's?*) objectives for green growth, delivery under this JVA should aspire to provide a new generation of employment premises built to net zero carbon in use standards to accommodate ambitious businesses and provide work environments fit for the 21st century.

b) Welsh Language

The Welsh language is a living language across our ten rural towns and our communities and is a fundamental part of many of our businesses, not only in the workplace but while creating products and providing services. It's an integral part of the business offer.

According to the Welsh Language Commissioner's research paper, 'Welsh in the shopping basket', 68% of consumers like seeing the use of the language within business. The language is seen as a viable service that can be of advantage to local businesses.

Carmarthenshire County Council also holds a statutory responsibility to provide services and promote the Language through the Welsh language Standards. We must provide opportunities for persons to use the Welsh language and ensure that the Language is treated no less favourably than the English language. Responsibilities also include bilingual information, marketing, and internal /external signage. Further information on the Standards can be viewed here:

[The Welsh language Standards](#) Carmarthenshire County Council have prepared a 'Welsh language in Business' guide, in partnership with the Welsh Government and the Welsh Language Commissioner's Office. The guide offers practical support and guidance and also signposts to local organisations:

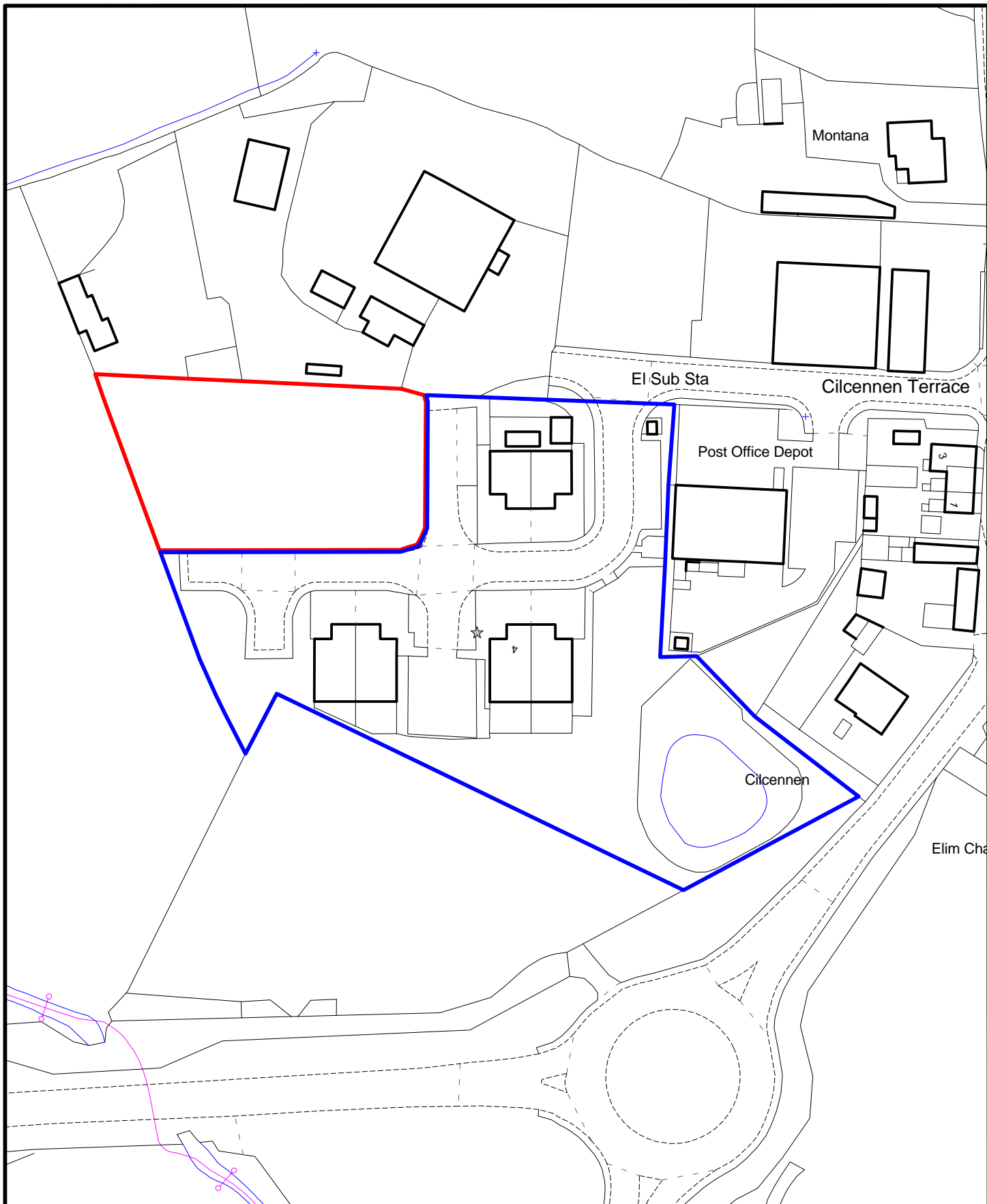
[The Welsh language in Business](#)

c) Inclusive design

The JV Parties have legal obligations to ensure that their policies, practices, procedures and working arrangements support the equality and well-being of disabled people. These are set out in the Equality Act 2010 and the Well-being of Future Generations (Wales) Act 2015.

To deliver on these equality obligations and the objectives of the JV Parties, appropriate design consideration is to be given to the needs of all occupiers and visitors to the new industrial units. In doing so, the JV Parties will use the Social Model of Disability.

Mae'r dudalen hon yn wag yn fwriadol



Beechwood Industrial Estate

Ref. - 7562

Date/Dyddiad - 08/10/2021

Scale/Graddfa - 1:1250



Adran Eiddo/Property Division
Neuadd y Sir/County Hall
Caerfyrddin/Carmarthen
SA31 1JP

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Tudalen 101

Mae'r dudalen hon yn wag yn fwriadol

Y CABINET

25 HYDREF 2021

YMATEB I LLIFOGYDD MEWN ARGYFWNG – TREFNIADAU DIGWYDDIADAU STORM

Pwrpas:

Nodi a chymeradwyo sut y mae'r Cyngor yn cynllunio ac yn ymateb i lifogydd mewn argyfwng. Mae'r adroddiad yn nodi'r camau y gellir eu disgwyl gan y Cyngor.

I ystyried y materion canlynol:

I dderbyn, ystyried a chymeradwyo yr egwyddorion a nodir yn yr adroddiad ar gyfer ymateb i ddigwyddiadau llifogydd yn ystod y cam ymateb i argyfwng fel a ganlyn:

- a. Bod yn rhaid blaenoriaethu ymateb sylfaenol y Cyngor mewn digwyddiad storm mewn perthynas â risg i fywyd, risg o anaf a risg i asedau strategol, gan ystyried ei rwymedigaethau mewn perthynas ag asedau sy'n eiddo i'r Cyngor a chyfrifoldebau statudol ehangach sy'n ymwneud â'r amgylchiadau.
- b. Bydd y Cyngor yn gweithio gyda phartneriaid Fforwm Lleol Gydnerth Dyfed Powys (FfLIG) ac ar draws ystod o wasanaethau'r Cyngor i benderfynu ar ei ymateb drwy nodi ei amcanion a'i strategaeth gyffredinol, fel y bo'n briodol.
- c. Bydd digwyddiadau llifogydd mewnol yn cael blaenoriaeth dros lifogydd gerddi ac adeiladau allanol, yn enwedig lle credir bod asedau'r Cyngor yn ffactorau cyfrannol. Dylid nodi nad yr Awdurdod na Cyfoeth Naturiol Cymru (CNC) sy'n berchen ar gyrsiau dŵr yn gyffredinol. Fel rheol, tîrfeddianwyr torlannol sy'n gyfrifol am gyrsiau dŵr o'r fath.
- d. Bydd perchnogion tai a busnesau fel ei gilydd sydd wedi profi llifogydd yn y gorffennol yn cael eu hannog i baratoi ar gyfer digwyddiadau storm er mwyn lliniaru maint y difrod llifogydd i'w heiddo eu hunain.
- e. Er bod y Cyngor yn fodlon rhoi rhybudd i fusnesau o stormydd sydd ar ddod yn seiliedig ar y rhagolygon y mae'n eu derbyn pan all wneud hynny, ni ellir dibynnu ar y Cyngor yn hyn o beth fel y brif ffynhonnell wybodaeth gan na all y Cyngor ddarparu gwasanaeth rhybuddio llifogydd ffurfiol. Anogir busnesau a deiliaid tai i ymuno â systemau rhybuddio CNC lle maent ar gael.
- f. Aelwydydd a Busnesau - bydd graddfa'r cymorth corfforol a ddarperir yn syth ar ôl llifogydd, os yw'n briodol, yn cael ei bennu ar sail graddfa, natur a difrifoldeb digwyddiad o'r fath. Bydd hyn yn cael ei bennu gan grŵp Aur y Cyngor neu'r Tîm Rheoli Corfforaethol fel sy'n briodol ar gyfer y digwyddiadau mwyaf difrifol.

- g. Cymorth ariannol – bydd maint y cymorth ariannol a allai fod yn briodol yn cael ei bennu gan y grŵp Aur neu'r Tîm Rheoli Corfforaethol ar ôl ystyried yr amgylchiadau cyffredinol. Mae'r gefnogaeth o'r natur hon yn eithriad i raddau helaeth a dim ond mewn digwyddiadau eithafol y bydd yn cael ei hystyried. Mewn rhai amgylchiadau ar ôl llifogydd difrifol, gall Llywodraeth Cymru ddarparu cymorth grant y gellir ei weinyddu trwy'r Cyngor. Fodd bynnag, ni fydd hyn yn wir am bob storm.

Rheswm/rhesymau:

I fod yn ymwybodol o, ystyried a chymeradwyo sut mae'r Cyngor yn delio ag argyfyngau llifogydd.

Bydd ystod a graddfa'r ymateb yn dibynnu ar natur y digwyddiad. Bydd y blaenoriaethau'n cael eu pennu gan swyddogion fel y'u nodir, ond bydd diogelu bywyd, diogelu asedau a seilwaith allweddol sy'n eiddo i'r Cyngor a chyflawni ein cyfrifoldebau statudol yn cael eu blaenoriaethu.

Angen ymgynghori â'r pwyllgor craffu perthnasol: OES:-

Pwyllgor Craffu Diogelu'r Cyhoedd a'r Amgylchedd - 4 Hydref 2021

Angen Penderfyniad gan y Cabinet OES

Angen i'r Cyngor wneud penderfyniad NAC OES

YR AELOD O'R CABINET SY'N GYFRIFOL AM Y PORTFFOLIO:-

Y Cynghorydd Hazel Evans - yr Aelod o'r cabinet dros yr Amgylchedd

Y Gyfarwyddiaeth:

Yr Amgylchedd

Enw Pennaeth y
Gwasanaeth:
Ainsley Williams

Awdur yr Adroddiad:
Ainsley Williams

Swydd:

Pennaeth Gwasanaethau
Amgylcheddol a Gwastraff

Pennaeth Gwasanaethau
Amgylcheddol a Gwastraff.

Ffôn:

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EXECUTIVE SUMMARY

CABINET MEETING 25TH OCTOBER 2021

EMERGENCY FLOOD RESPONSE – STORM EVENT ARRANGEMENTS

1. Background

The report sets out how emergencies are dealt both from within the Council organisation and in the context of when the Council operates as a Category 1 responder as part of a multi-agency approach to managing an emergency alongside other partner agencies.

The focus of the report is within the context of a flood related event, although the principles can apply to other types of emergencies.

The interaction between other partner organisations is briefly explained, but the main aspect focuses on the County Council response and the range of departments and divisions involved to provide an insight into how flood events are managed.

2. Response Arrangements

For a storm event that may result in incidents of significant flooding, there are several different responses that may be required, depending on the circumstances. There are distinct phases to managing the response to such an event as follows:

- The **pre-storm planning** phase.
- Reactive **immediate response** phase during a flood event and:
- a **recovery response** phase immediately following the event.

The external multi-agency partners are identified in the detailed report. The main agencies are:

- Dyfed Powys Police (DPP),
- Mid and West Wales Fire and Rescue Service (MWWFRS)
- Welsh Ambulance Services NHS Trust (WAST)
- Local authorities in the Dyfed Powys area (Carmarthenshire, Ceredigion, Powys and Pembrokeshire)
- Natural Resources Wales (NRW),
- Hywel Dda University Health Board and Powys Teaching Health Board
- Military.
- Occasionally Welsh Government (depending on scale).

Collectively (with the exception of Welsh Government), these make up the Dyfed Powys Local Resilience Forum or LRF. Any of the primary responders (including the county councils) can declare an emergency and trigger a multi-agency briefing meeting or a formal coordination meeting. There are clear agreed protocols and procedures for initiating and managing an emergency event. There can be up to three tiers: a Strategic Coordinating Group (SCG), a Tactical Coordinating (TCG) group and an Operational Group (Bronze).

The structure is mirrored internally within the Council (e.g., Gold, Silver and Bronze groups as appropriate) and operates in parallel to the multi-agency structure. A chosen representative from the Council Gold or Silver groups usually sits on the multi-agency SCG or TCG groups. There are a number of internal emergency planning operational and process documents available to officers.

Carmarthenshire's internal teams involved in an emergency response include:

- a. Civil Contingency Unit (formerly known as Emergency Planning)
- b. Transportation and Highways Team
- c. Flood & Coastal Defence Team.
- d. Property Maintenance Team.
- e. Waste, Grounds & Cleansing Services (operational) Team.
- f. Communities – specifically temporary accommodation, and rest centre operation and management.
- g. Llesiant Delta Wellbeing.
- h. Communications Team.
- i. Regeneration Team.
- j. Finance.
- k. Legal and Risk Management Units.
- l. Business Support Units.

The functions of the internal teams are set out in the detailed report.

3. Summary:

The paper has set out the wider responsibilities of the Council and partner organisations, together with the process and actions that are put in place when a rainfall event is forecast. The emergency response arrangements are well defined.

The frequency and intensity of storm events seem to be increasing from recent experience.

Expectation management is paramount during a storm event. The response must be prioritised on a risk basis with respect to the Council's statutory functions, taking into account the resources it has available.

Homeowners and businesses alike who have experienced flooding in the past will be encouraged to mitigate those risks as best they can when storms are expected by making their own arrangements to reduce the potential for flood damage where possible. Whilst the Council will do its utmost to help, it must work with the resources available taking account of the prevailing circumstances.

The primary focus of a storm response phase must be prioritised according to risk to life, risk of injury and risk to strategic assets. Objectives and priorities will be determined at the Gold and Silver command levels for the larger events, or by duty officers/operational officers for smaller events. This command structure and operating framework must be adhered to in a storm event, otherwise the situation could quickly become out of control causing confusion and priorities could be misaligned.

It is often difficult to obtain contemporaneous accurate information during such events and the priority must be saving lives and property and safeguarding our infrastructure. This often means that requests for information from media organisations and the public should be managed carefully. Nonetheless we must also strive to maintain and increase community confidence after an event. Our communications in this respect are paramount.

4. Summary of Principles of Storm Event Response and Management:

- a. That the primary Council response in a storm event must be prioritised with respect to risk to life, risk of injury and risk to strategic assets, taking into account its resources, its obligations with respect to Council owned assets and wider statutory responsibilities pertaining to the circumstances.
- b. The Council will work with LRF partners and across the range of Council services to determine its response through setting out its objectives, overall strategy and priorities as appropriate.
- c. Incidents of internal flooding will take priority over flooding of gardens and outbuildings, particularly where Council assets are believed to be contributory factors. It should be noted that watercourses are not generally owned by the Authority (nor NRW). Such watercourses are normally the responsibility of the riparian landowners.
- d. Homeowners and businesses alike who have experienced flooding in the past will be encouraged to make their own preparations in advance of storm events in order to mitigate the extent of flood damage to their own property.
- e. Whilst the Council is content to provide businesses with a warning of impending storms based on the forecasts it receives, the Council cannot be relied upon in this regard as the primary source of information as the Council cannot provide a formal flood warning service. Businesses and householders are encouraged to sign up to NRW warning systems where available.
- f. Households and Businesses - the degree of physical help provided immediately after a flood event in the recovery phase, if appropriate, will be determined based on the scale, nature and severity of such an event. This will be determined by the Council's Gold group or the Corporate Management Team as appropriate for the most severe events.

- g. Financial help – the extent of financial help that may be appropriate will be determined by the Gold group or Corporate Management Team after taking into account the prevailing circumstances. Support of this nature is very much the exception and will only be considered in extreme events. In certain circumstances after severe flooding, Welsh Government may provide grant aid which may be administered through the Council. However, this will not be the case for every storm.

DETAILED REPORT ATTACHED?

YES

IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: **A WILLIAMS**

Head of Waste & Environmental Services

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
NONE	YES	YES	NONE	YES	YES	YES

Legal:

Discussions with the legal team will be undertaken as necessary and views sought depending on the circumstances.

Finance

No set emergency response revenue funding currently exists in the form of a specific budget. The response is usually funded through the annual revenue service budgets on a reactive basis. This in turn can place further pressure on normal maintenance budgets.

Funding will be considered at two levels:

1. Internal funding – a review of funding requirements as a result of a storm event will be undertaken as soon as possible to determine if the provision of financial help to householders and businesses is appropriate and affordable. In addition, an assessment of the cost of repairing damage to assets will be undertaken and an assessment of internal funding provision is then undertaken.
2. Welsh Government funding; depending on the scale and nature of the damage caused by a storm event, application for funding from Welsh Government will be investigated and pursued as appropriate. Some aspects of emergency funding will only apply above a predetermined threshold of spend.

Risk Management Issues

Risk management considerations will form part of the deliberations of the Gold/Silver command groups.

Staffing Implications

One of the key considerations in an emergency response will be the resource available to respond. The forward look in terms of planning the resource required to deal with the anticipated duration and geographical extent of a storm event will be important. In addition, immediately post event, our key services must also continue to be delivered as normal, so inevitably there is a significant expectation of our workforce and management team.

Clearly resource is limited, so management of organisational and public expectation is crucial.

Physical Assets

The integrity and functionality of our physical assets is a key consideration in the immediate recovery phase of an emergency. Restoring and safeguarding our infrastructure is key for community confidence. We aim to restore the full functionality of our assets as soon as is practicable, but there will be occasions when this takes time, depending on the extent of damage incurred.

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: **A WILLIAMS**

Head of Waste & Environmental Services

1. Scrutiny Committee:

Principles presented to the Environment and Public Protection Scrutiny Committee on 4th October 2021.

2. Local Member(s) NA

2.Community / Town Council - NA

3.Relevant Partners - NA

4.Staff Side Representatives and other Organisations - NA

**EXECUTIVE BOARD PORTFOLIO
HOLDER AWARE/CONSULTED**

Yes – Cllr Hazel Evans. Agreement with the principles and practices set out.

**Section 100D Local Government Act, 1972 – Access to Information
List of Background Papers used in the preparation of this report:**

THERE ARE NONE

Report of the Director of Director of Environment

CABINET
25th October 2021

Emergency Flood Response – Storm Event Arrangements Detailed Report

Head of Service & Designation. Ainsley Williams	Directorate Environment	Telephone No. 01267 224500
Author & Designation Ainsley Williams Head of Waste and Environmental Services	Directorate Environment	Telephone No 01267 224500

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10	Summary of Principles of Storm Event Response and Management

1. Purpose:

- To set out the phases of an emergency response to storms and flood events.
- To set out the Council's approach with respect to future storms.
- To set out the Council's statutory responsibilities and duties with respect to **flood related emergencies**.
- To set out what other aspects of response that the Council may choose to provide, depending on the circumstances. The report will also distinguish between aspects it is responsible for and those that other partner agencies are responsible for.

2. Background:

There is a pattern of more frequent winter storms that we have had to respond to on an escalated basis over recent years.

A list of storms experienced since Storm Callum is provided in the table below:

Date	Storm name
13 October 2018	Storm Callum
15 December 2018	Storm Deirdre
8 February 2020	Storm Ciara
16 February 2020	Storm Dennis
28 February 2020	Storm Jorge
9 May 2020	VE day flooding
19 August 2020	Storm Ellen
25 August 2020	Storm Francis
2 October 2020	Storm Alex
30 October 2020	Storm Aiden
13 December 2020	Un named Storm
18 December 2020	Un named Storm
26 December 2020	Storm Bella
20 January 2021	Storm Christoph
20 February 2021	Un named Storm

The paper will concentrate on the main aspects of the operational emergency response phase and the immediate physical clean-up operation as part of the recovery phase but will also make reference to the wider aspects of the post event recovery response phase where appropriate.

For a storm event that may result in incidents of significant flooding, there are several different responses that may be required, depending on the circumstances. There are distinct phases to managing the response to such an event as follows:

- The **pre-storm planning** phase.
- Reactive **immediate response** phase during a flood event and:
- a **recovery response** phase immediately following the event.

In most instances, the Council receive advanced warning of storms that have the potential to cause flooding via rainfall forecasts provided by a number of weather forecast providers, but the principal provider is the Met Office. In parallel, we also receive flood warnings and alerts from Natural Resources Wales relating to main river flooding by means of flood alerts and flood warnings.

The scale, severity, magnitude and potential effects of a storm are assessed, and the proposed County Council response is decided upon. A low-level event (with respect to likely impacts) may be coordinated solely through our standby duty officer and standby operational gang arrangements. This service is provided by the Highways team as an out of hours emergency response throughout the year, including winter maintenance.

If the event is of sufficient scale and concern based on the forecast information provided by partner agencies, an internal strategic (Gold) group meeting and/or a tactical (Silver) group meeting may be set up to plan and coordinate the response and we will hold discussions with partner agencies such as Natural Resources Wales and the Met Office to obtain as much information as is possible to inform our decisions and plans at the pre-event stage. In any event there is a network of operational response teams and the management of the operational staff can be undertaken by individual managers or operational group basis, often referred to as a Bronze Group.

An event that poses significant risk (a combination of likelihood and severity) and/or is of a larger magnitude that could potentially affect the region, or significant parts thereof may result in any of the main responder agencies from the Dyfed Powys Local Resilience Forum calling a wider meeting, usually at Strategic (Gold) or Tactical (Silver) level. This may also be the case for more localised events requiring a multi-agency input if circumstances dictate.

In practice, Tactical/Silver level meetings are usually set up initially, and consideration given to setting up a Strategic/Gold command if circumstances dictate. When the response phase of an emergency is deemed at end, there is a transition to the recovery phase and a Recovery Coordination Group (RCG) is set up.

3. Partner agencies:

The partner agencies that normally have inputs into a large-scale flood event include Dyfed Powys Police (DPP), Mid and West Wales Fire and Rescue Service (MWWFRS), Welsh Ambulance Services NHS Trust (WAST), local authorities in the Dyfed Powys area (Carmarthenshire, Ceredigion, Powys and Pembrokeshire), Natural Resources Wales (NRW), Hywel Dda University Health Board and Powys Teaching Health Board, the Maritime and Coastguard Agency (MCA), Port Authority, Military, voluntary services representatives (e.g. Red Cross) and any other organisation that is specific to the nature of the incident, including Welsh Government.

Collectively (with the exception of Welsh Government), these make up the Dyfed Powys Local Resilience Forum or LRF. Any of the primary responders within an emergency (including the county councils) can declare an emergency and trigger a multi-agency briefing meeting or a formal coordination meeting. There can be up to three tiers: a Strategic Coordinating Group (SCG or Gold), a Tactical Coordinating Group (TCG or Silver) and an operational (Bronze) Group(s). The structure is mirrored internally within the Council (e.g., Gold, Silver and Bronze groups) and operates in parallel to the multi-agency structure. Each agency is likely to mirror this in terms of coordinating each individual agency's actions.

4. Carmarthenshire County Council's Emergency Flood Event Teams (overview):

Any flooding event of significance is likely to involve the following internal teams:

- a. **Civil Contingency Unit (formerly known as Emergency Planning)** – provision of advice to internal teams, coordination of emergency plans and advising on activation, escalation of events notified through the Local Resilience Forum (LRF) and attendance at various emergency coordination meetings as appropriate.
- b. **Transportation and Highways Team** – main strategic operational coordination and response to the immediate situation. Statutory functions are confined to duties relating to highway flooding and highway maintenance matters. Out of hours events where a response is required from the County Council is normally provided via the on-call Duty Officer and corresponding on-call operational supervisors and gangs, who are placed on a duty rota to cover out of hours response. The unit also undertakes asset pre and post storm inspections as appropriate to anticipate problems and identify damage caused by the flooding.
- c. **Flood & Coastal Defence Team** – undertake/coordinate asset inspections as appropriate, gathering data before and during a storm event, attendance at strategic meetings and follow up actions to investigate incidents of internal property flooding and depending on circumstances, other issues caused by flooding. The unit undertakes post event reporting (formal Section 19 Flood Reports), make high level recommendations and coordinate the actions of asset owners where their respective assets have contributed to flooding. Formal actions under the Flood and Water Management Act to undertake a formal flood report will only be triggered if an event means that 20 or more properties are flooded in a single location e.g., Storm Callum.

- d. **Property Maintenance Team** – undertake preparations for appropriate response to maintenance issues during storm events relating to requests from our council house tenants and other Council owned buildings. Aspects could include flood damage, heating system issues, electrical faults, roofing problems etc. The team will have a range of trades people on standby to respond to the likely demand.
- e. **Waste, Grounds & Cleansing Services (operational) Team** – the Waste/Cleansing/Grounds units are more involved with post-event clear up by helping remove damaged and soiled household goods if deemed appropriate. This type of intervention is only normally called upon in the large-scale events.
- f. **Communities** – where an evacuation is required the Lead Emergency Response Officer for Communities will coordinate the Department's response and mobilise the necessary resources and arrange for a Rest Centre to be set up or other temporary accommodation. Lead officer will provide inputs as dictated by the situation. The Housing team will also help coordinate data with respect to domestic properties affected by a flood.
- g. **Llesiant Delta Wellbeing** (CCC in-house company) – provision of the main out of hours contact/call handling and coordination services for the County and provision of wellbeing services out of hours. The in-house company also provides this service to other local authorities on a commercial basis.
- h. **Communications Unit** – provision of public information and messaging, monitoring social media, dealing with formal media queries, liaison with partner organisation media teams and signposting to partner organisation websites as appropriate. Contact Centre will deal with calls and service requests during normal working hours.
- i. **Regeneration Team** – involved in the lead up to or during a storm event - contacting businesses that are likely to be affected. Post event contact and consideration of financial support to businesses, including grant funding potential to support affected businesses to help with the economic stability of local companies that have experienced flood damage. The provision of financial help is not always appropriate or possible.
- j. **Finance Team** – post event consideration of grant availability, distribution of internally funded and Welsh Government funded financial aid packages, coordination of financial support to affected householders and consideration of funding to address the repair of damaged Council owned assets. Inputs into setting up appropriate financial codes for flood response and coordinating and submitting claims to Welsh Government where financial support and grant funding is available.
- k. **Legal and Risk Management Units** – considerations and provision of advice on the wider implications and powers associated with response and recovery phases of an emergency event.

5. Statutory Responsibilities and Functions (flood related):

a. Civil Contingencies Unit –

The Civil Contingencies Act 2004, 'the Act', is the legal framework that sets out roles and responsibilities of emergency responders in England and Wales.

Under the Act, an emergency is defined as an event or situation which threatens serious damage to:

1. Human welfare
2. The environment
3. War or terrorism which threatens serious damage to the security of the UK

Carmarthenshire County Council is defined as a 'Category 1 Responder' for emergencies under the Act. As such, alongside the emergency services, NHS, and Natural Resources Wales, we are subject to the full legal set of civil protection duties.

The Act places statutory duties on the Council to assess the risk of emergencies occurring and have formal plans in place to respond.

There is also a legal requirement to cooperate with partner agencies in emergency planning and response. This duty is typically discharged by working with partner agencies in the Dyfed Powys Local Resilience Forum (LRF).

- b. Highway Maintenance Operations:** The primary legislation is the Highways Act 1980. Primary responsibilities in this context relate to ensuring that the highway network remains in a safe and serviceable condition for the intended use and that the component parts that make up the highway infrastructure are maintained as much as practically possible during storm events. Where this is not possible, the team will work to restore the network to such a serviceable state as soon as possible during, or after the event. This will depend on the resource, both physical and financial that is available. The network restoration work is usually undertaken on a hierarchical prioritised basis. There is no statutory duty to respond to non-highway related matters, but invariably the teams do so as the main operational response for the Council within the resource base available.

- c. Flood and Coastal Defence Unit;** Land Drainage Act 1991, Flood Risk Regulations 2009 and Flood and Water Management Act 2010.

Whilst under the terms of the Land Drainage Act 1990, the Authority has discretionary powers, principally, we would pursue actions through the relevant risk management authority, asset owner, riparian owner or decide to undertake works based on wider public interest if properties are flooded. This does not translate into taking on responsibility for all drainage or run off from land, nor does it translate to upgrading assets to relieve asset owners of their responsibility.

In line with S.12(1) of the FWMA 2010, in exercising our flood and coastal erosion risk management functions in the strategic context, we must:-

- Act in a manner which is consistent with the national strategy and guidance.

The Welsh Government's national strategy for flood and coastal erosion risk management was published in October 2020. The key aims include:-

- Reduce the risk to people and communities from flooding and coastal erosion.
- Improve our understanding and communication of risk.
- Preparedness and building resilience.
- Prioritising investment in the most at-risk communities.
- Preventing more people becoming exposed to risk.

It is worth noting that NRW is the body that holds statutory overall responsibility for managing flood risk from main rivers and the sea. However, this does not necessarily follow that they are responsible for implementing flood alleviation works as a matter of course. They will consider the need to do so in the context of their national priorities, programmes and budgets. Often responsibility for work will rest with local asset owners or riparian owners.

- d. **Property Maintenance** – there is no statutory obligation to respond to private property matters.
- e. **Waste & Street Cleansing operations units** – no statutory responsibility to undertake clearance and disposal of flood damaged waste but will undertake clearance in the context of larger events if decided that such help is appropriate as part of the general response within the scope of resource available.
- f. **Communities (Housing)** - statutory provision/obligations to provide shelter and temporary accommodation during a situation that results in an emergency evacuation of property, including setting up of rest centres.
- g. **Natural Resources Wales (NRW)** – hold the responsibility for managing flood risk on main rivers. If a river is not classed as main river, then it is classed as an ordinary waters course, which in a similar way to NRW, the Council have responsibility for managing flood risk. However, these responsibilities should not necessarily be interpreted as having an absolute obligation for promoting or implementing flood defence schemes. Often, the responsibility for implementing works fall to the asset owner or landowner with both NRW and the Council having powers to undertake works and certain enforcement actions respectively for main and ordinary watercourses if appropriate.

Managing flood risk and responsibility for funding and constructing flood defence works are not always necessarily linked. An assessment of the community at risk takes place and a flood defence scheme in basic terms is assessed on its economic viability; simply put the cost of such a scheme is compared to the total cost of flood damage for affected properties to determine if there is a cost benefit for implementing flood defence works where possible. NRW will prioritise their work, capital funding and their subsequent work programmes in the national strategic context.

- h. Emergency Services** – in any large-scale event whereby a multi-agency approach is required, then a multi-agency command structure is set up. In an emergency response phase, this is typically chaired by Dyfed Powys Police. However, there are occasions where this may not be appropriate and the situation could be such that the fire or ambulance services, or indeed any of the local authorities, or NRW would call and chair the meeting; this will depend on the nature of the emergency. Such a response is coordinated across the range of partners within the LRF membership. When the response phase of an emergency is deemed complete, the next phase becomes one of recovery. When the Recovery Phase is formally declared, local authorities usually chair the multi-agency Recovery Coordination Group (RCG).

6. Carmarthenshire County Council's Planned Flood Response Process.

- a. General – the Council:** As set out in this report, there will be three distinct phases to the Council's approach to a storm event. These are: (a) Pre-storm planning; (b) response and management during the storm event; and (c) the immediate post-storm clean up and restoration of services (recovery). Post event investigations will continue for some time after the storm but are not considered as part of the storm response phasing. It may be decided that a Gold and/or Silver Group structure is needed to manage the event, depending on the scale and nature of the predicted or developing situation.

The Council considers the range of potential responses likely to be required for a particular storm. In doing so it must take into consideration what the Council can physically respond to, balanced against its statutory responsibilities, strategic priorities and the resource available. The Council will determine its strategic and tactical priorities via the Gold and Silver command groups, which will determine how resource is implemented. Consequently, the response has to be managed in accordance with the wider strategic objectives and priorities, working within our powers and statutory responsibilities.

- b. Civil Contingency Unit** – the team will be involved in all aspects of the emergency as required, undertaking direct liaison with emergency services, LRF colleagues, internal colleagues, forecasters and flood warning personnel. Reporting to the internal command groups and representing the Council at LRF response groups as required. Provision of advice and guidance on implementation of formal emergency plans and protocols. Usually, it is the Civil Contingencies team that receive the initial contact alerting them to the need for a multi-agency coordination approach.
- c. Highways** – coordination and provision of the strategic operational response to a flood event. The actual response on the ground is provided by a limited number of standby supervisors and operational gangs that work on rota to provide the out of hours physical response. Clearly the number of gangs available are limited and linked to geographical areas to provide sufficient cover. The duty teams will prioritise their operational response according to the situation and resource available. These arrangements are usually scaled up when significant storms are forecast.
- The principal function of the resources identified is to ensure our statutory responsibilities with respect to highway network safety are discharged. This will include dealing with water on the highway, dealing with water running from the highway when it causes a potential flood risk to property and ensuring that the network and systems are restored to normal safe function as soon as possible following an event. This will include freeing blockages in the highway drainage systems and debris catch screens, removal of fallen trees affecting

the highway, management of highway structures and delivery of sandbags to strategic locations to help prevent or reduce the effects of flooding from the highway. This must be the primary focus of the service and duty team will prioritise how each request for help is responded to.

However, it is also recognised that in practical terms the response provided by the Highway Unit often goes beyond the statutory functions. There is an expectation that the out of hours and emergency event services provided by the Highways Unit will deal with any incident of flooding, irrespective of whether it relates to the highway or not. Clearly this level of expectation has a serious resource consequence and could fetter the response to fulfil statutory obligations.

Consequently, incidents are triaged, prioritised and assessed to establish if a request for help can be accommodated, but clearly, not all requests can be met. During severe events, responses are prioritised on a safety or strategic basis, informed by the Gold and Silver command structures (internally and or on an LRF basis).

Works following a storm event will include asset inspections (highways, culverts, bridges, retaining walls) as appropriate to assess damage and may also include specialist underwater inspections of bridge foundations and sub-structures. This will be followed by compiling cost estimates to rectify any damage caused.

Although this report is primarily focussed on flooding, it is worth noting that the Highway Unit also deals with cold and windy weather conditions (ice and snow) and often a flood event can be immediately followed by the need to grit in preparation for cold winter conditions. Often it is the same resource pool being drawn upon, so resources are managed very carefully.

- d. **Flood and Coastal Defence** – routine monitoring of the weather and tides, gathering and collating of data in relation to weather warnings, monitoring development of the storm, arranging pre-storm asset checks and advise on activation of pumping arrangements. During and after an event the team will be involved in undertaking site visits where required, gathering data reporting on the number of properties flooded and to what extent, inspection of assets for damage, estimation of repair costs. During the flood response phase, the team will also undertake direct communications with NRW to ascertain details of their latest flood modelling, timings of expected peak flooding, expected flood levels and draw comparisons from historic flood data and flood levels. The unit will also commence investigations into the cause of flooding prioritised on a risk basis, (internal residential flooding being the highest priority), and coordinate meetings of the various asset owners for those assets that have been identified as being contributory factors in the cause of flooding. The investigation and coordination aspects of work are not considered part of the storm response but will be undertaken on a separate aspect of work. However, we as a Council have no control or powers to insist that works to alleviate flooding are undertaken by partner organisations.
- e. **Property Maintenance** – make contingency preparations for responsive maintenance operatives to be on standby to react to requests from council house tenants, schools and Council owned care home establishments. The team is also called upon to provide support to private homes and businesses where directed, but there is a limited capacity to respond in this sense as there is a finite level of equipment that can be deployed.

- f. **Waste/Cleansing/Grounds Maintenance** – the operational resource is usually only deployed immediately after a flood event to help with clear up and removal of damaged materials and goods from private dwellings, where directed by the Gold or Silver groups. This aspect of post flood response is not a normal function of the Authority. The internal Gold group will decide if post flood event clearance action is appropriate and this depends on the severity and scale of the flooding event. This function is not a statutory obligation, but it can be looked at as an appropriate response in some situations where help is considered appropriate to aid affected members of the public and business community.
- g. **Communities (Housing and Social Care)** – the Lead Emergency Response Officer will co-ordinate the Department's response according to the nature of the incident and prepare for the potential need to open designated rest centres, make arrangements for potential evacuations and accompanying transportation of residents. The unit will undertake appropriate liaison with families and care homes and temporary accommodation providers. A key aspect will be the identification of vulnerable residents and provide appropriate advice in areas where the storm is likely to impact.
- h. **Llesiant Delta and** – assessment of likely out of hours resource requirements needed to meet the likely demand, to enable an out of hours reporting service to remain effective over the duration of an event. Ensure that phone line checks are carried out and there is a contingency in the event of increased volume of calls.
- i. **Communications & Contact Centre** – coordinate and issue public information, both in parallel with other partner organisations and independently as the situation dictates. The team will monitor social media, manage press queries and liaise with the emergency team to ensure that the public information that is posted on our media platforms remains relevant and up to date in so far as is possible. The contact centre will assess their resource requirements to enable telephone calls to the Council during working hours to be adequately dealt with within the envelope of available resources.
- j. **Regeneration Division** - whilst there is not a statutory role for the Regeneration team to undertake, nonetheless, there has been a significant involvement from the team since our experience of Storm Callum. In the immediate recovery phase post flood, a team was tasked with making direct contact with businesses that were affected to provide advice, support and assess the need for financial help if appropriate and available. The team will also be involved in collating data for the purpose of distributing specific Welsh Government grants to businesses due to the effects of a storm when such grants are made available. This approach has continued since Storm Callum with respect to the larger storm events. In addition, contact with businesses has now been extended to the pre-storm phase, whereby weather warnings and the potential for flooding is relayed directly to those businesses that have previously been affected by flood events.

However, this is not a statutory function of the Authority and is undertaken on a pragmatic voluntary basis; it should be noted that businesses should also make their own arrangements for monitoring and reacting to weather situations.

Specific formal warnings for potential flooding from rivers or the sea are the responsibility of NRW. The Met Office is responsible for providing general weather warnings and can also provide specific weather warning services to businesses on a commercial basis, as can other weather forecast providers. The Council is not able to provide formal warnings in this respect.

7. Private Property Owners Responsibility - owners of private property that are at risk of flooding due to the history of flooding are advised to make their own arrangements for managing flood risk in the first instance as the primary means of alleviating the potential for flooding. This will include making their own provision for sandbags and other forms of defence such as individual property protection barriers.

There is no guarantee that the Council will be able to respond to all requests for help due to the need to prioritise for the more serious risks.

8. Post-storm Long Term Actions - will include collating data with respect to storm damage to County Council assets, constructing business cases for funding to rectify damage caused to County Council assets because of storms. There is also another aspect of responsibility for the Flood and Coastal team in that they undertake statutory responsibilities for investigating the causes of flooding, irrespective of the asset or assets that have contributed to the damage. However, the Council is not responsible for all flood matters within its boundary and cannot insist or make another partner agency undertake works to their assets to alleviate flooding. That is for the respective organisation that own or are responsible for those assets to determine. Nonetheless, there is a public perception that the responsibility lies with the County Council, irrespective of the actual powers the Council and partner organisations hold. This can often lead to frustrations from the viewpoint of our public, as they believe the Council holds all responsibility. This is not the case.

9. Summary:

- a. The paper has set out the wider responsibilities of the Council and partner organisations, together with the process and actions that are put in place when a rainfall event is forecast. The emergency response arrangements are well defined.
- b. The frequency and intensity of storm events seem to be increasing from recent experience.
- c. Expectation management is paramount during a storm event. The response must be prioritised on a risk basis with respect to the Council's statutory functions, taking into account the resources it has available.
- d. Homeowners and businesses alike who have experienced flooding in the past will be encouraged to mitigate those risks as best they can when storms are expected by making their own arrangements to reduce the potential for flood damage where possible. Whilst the Council will do its utmost to help, it must work with the resources available taking account of the prevailing circumstances.

- e. The primary focus of a storm response phase must be prioritised according to risk to life, risk of injury and risk to strategic assets. Objectives and priorities will be determined at the Gold and Silver command levels for the larger events, or by duty officers/operational officers for smaller events. This command structure and operating framework must be adhered to in a storm event, otherwise the situation could quickly become out of control causing confusion and priorities could be misaligned.
- f. It is often difficult to obtain contemporaneous accurate information during such events and the priority must be saving lives and property and safeguarding our infrastructure. This often means that requests for information from media organisations and the public should be managed carefully. Nonetheless we must also strive to maintain and increase community confidence after an event. Our communications in this respect are paramount.

10. Summary of Principles of Storm Event Response and Management:

- a. That the primary Council response in a storm event must be prioritised with respect to risk to life, risk of injury and risk to strategic assets, taking into account its resources, its obligations with respect to Council owned assets and wider statutory responsibilities pertaining to the circumstances.
- b. The Council will work with LRF partners and across the range of Council services to determine its response through setting out its objectives, overall strategy and priorities as appropriate.
- c. Incidents of internal flooding will take priority over flooding of gardens and outbuildings, particularly where Council assets are believed to be contributory factors. It should be noted that watercourses are not generally owned by the Authority (nor NRW). Such watercourses are normally the responsibility of the riparian landowners.
- d. Homeowners and businesses alike who have experienced flooding in the past will be encouraged to make their own preparations in advance of storm events in order to mitigate the extent of flood damage to their own property.
- e. Whilst the Council is content to provide businesses with a warning of impending storms based on the forecasts it receives, the Council cannot be relied upon in this regard as the primary source of information as the Council cannot provide a formal flood warning service. Businesses and householders are encouraged to sign up to NRW warning systems where available.
- f. Households and Businesses - the degree of physical help provided immediately after a flood event, if appropriate, will be determined based on the scale, nature and severity of such an event. This will be determined by the Council's Gold group or the Corporate Management Team as appropriate for the most severe events.

- g. Financial help – the extent of financial help that may be appropriate will be determined by the Gold group or Corporate Management Team after taking into account the prevailing circumstances. Support of this nature is very much the exception and will only be considered in extreme events. In certain circumstances after severe flooding, Welsh Government may provide grant aid which may be administered through the Council. However, this will not be the case for every storm.