

Place Scrutiny Committee Agenda



10.00 am Thursday, 24 October 2019
Committee Room 2, Town Hall,
Darlington, DL1 5QT

Members of the Public are welcome to attend this Meeting.

1. Introductions/Attendance at Meeting
2. Declarations of Interest
3. To approve the Minutes of the meeting of this Scrutiny Committee held on 12 September 2019 (Pages 1 - 6)
4. Introduction to Environmental Health –
Presentation by Environmental Health Manager (Environmental Protection)
5. Tees Valley Joint Waste Management Contract –
Report of Director of Economic Growth and Neighbourhood Services
(Pages 7 - 168)
6. Scrutiny Committees - Proposed Terms of Reference –
Report of Managing Director
(Pages 169 - 200)
7. Work Programme –
Report of Managing Director
(Pages 201 - 266)
8. SUPPLEMENTARY ITEM(S) (if any) which in the opinion of the Chair of this Committee are of an urgent nature and can be discussed at this meeting
9. Questions

EXCLUSION OF THE PUBLIC AND PRESS

10. To consider the exclusion of the Public and Press :- –

RESOLVED - That, pursuant to Sections 100A(4) and (5) of the Local Government Act 1972, the public be excluded from the meeting during the consideration of the ensuing items on the grounds that they involve the likely disclosure of exempt information as defined in exclusion paragraph 3 of Part I of Schedule 12A of the Act.



Luke Swinhoe
Assistant Director Law and Governance

Wednesday, 16 October 2019

Town Hall
Darlington.

Membership

Councillors B Jones, Mrs Culley, Bartch, Boddy, Donoghue, Durham, Howarth, McCollom, McEwan, Tait and Wallis

If you need this information in a different language or format or you have any other queries on this agenda please contact Hannah Fay, Democratic Officer, Resources Group, during normal office hours 8.30 a.m. to 4.45 p.m. Mondays to Thursdays and 8.30 a.m. to 4.15 p.m. Fridays email: hannah.fay@darlington.gov.uk or telephone 01325 405801

PLACE SCRUTINY COMMITTEE

Thursday, 12 September 2019

PRESENT – Councillors B Jones (Chair) Bartch, Boddy, Mrs Culley, Donoghue, Durham, Howarth, McCollom, Tait and Wallis

APOLOGIES – Councillor McEwan

ALSO IN ATTENDANCE – Councillors Harker, Keir, Mrs H Scott, Tom Bryant (Tees Valley Combined Authority) and Jonathan Owen (Market Asset Management (Darlington) Ltd)

OFFICERS IN ATTENDANCE – Ian Williams (Director of Economic Growth and Neighbourhood Services), Ian Thompson (Assistant Director Community Services), Dave Winstanley (Assistant Director Capital Projects, Transport and Highways Planning), Elizabeth Davison (Assistant Director Resources), Brian Graham (Head of Environmental Services), Mike Crawshaw (Head of Leisure and Cultural Services) and Hannah Fay (Democratic Officer)

P9 DECLARATIONS OF INTEREST

There were no declarations of interest reported at the meeting.

P10 TO APPROVE THE MINUTES OF THE MEETING OF THIS SCRUTINY COMMITTEE HELD ON 4 JULY 2019

Submitted – The Minutes (previously circulated) of a meeting of this Scrutiny Committee held on 4 July 2019.

A discussion ensued in respect of the format of the minutes following a request from a Member.

RESOLVED – (a) That the Minutes be approved as a correct record.

(b) That the minutes remain in the current format.

P11 TEES VALLEY COMBINED AUTHORITY TRANSPORT STRATEGY

The Head of Transport, Tees Valley Combined Authority (TVCA) gave a presentation on the Tees Valley Combined Authority Strategic Transport Plan (STP).

Details were provided on the challenges and opportunities in the Tees Valley; and the proposed vision for Tees Valley, to provide a high quality, clean, quick, affordable, reliable, integrated and safe transport network for people and freight to move within, to and from the Tees Valley.

The STP had been developed by the Combined Authority for the period up to 2029 to deliver three broad objectives; social opportunity, economic growth and environmental protection and enhancement; detailed why investment was needed; the schemes and initiatives to achieve the vision; and set out how the plan would be

delivered and funded.

Members were advised of the pertinent highlights for Darlington including Darlington Station; Darlington Northern Link Road and wider connectivity along the A66; capacity enhancement scheme for the A19 Tees Crossing; Demand Responsive Transport pilot; cycling and walking infrastructure; Wheels to Work Scheme; electric vehicle charging infrastructure; bus partnership and bus improvement corridors.

It was confirmed that formal consultation on the STP had begun. The documentation and a questionnaire were available on the TVCA website and a number of public events had been held across the Tees Valley.

Following a question raised by a Member in respect of the pinch points at Darlington and Middlesbrough train stations, it was confirmed that the TVCA have engaged with the East Coast Mainline Programme Board; a business case was in development; and that this would improve the capacity for East-West train services.

Members highlighted the issue of deliverability by the TVCA and were assured that there was only £66.5 million of the budget left to approve; the TVCA were working closely with Darlington Borough Council to ensure project funding was released in good time; and a project programme board was in place to monitor project progress.

Members queried the aspirations for the plan in respect of the different modes of transport and noted that whilst there were no specific targets, the aim was to reduce the number of car journeys by improving the public transport network and that research was to be undertaken in the Tees Valley with non-bus users.

Discussion ensued on the Darlington Northern Link Road and A19 Tees Crossing, both of which were a strategic transport priority for the Tees Valley Combined Authority; the draft business case for the northern link road was being revisited to identify lower cost options; and due to the 5-year investment periods it was unlikely that both schemes would be progressed in one period.

RESOLVED – That the presentation be noted.

P12 INDOOR/OUTDOOR MARKETS - UPDATE

The Director, Market Asset Management (Darlington) Ltd gave a presentation to update Members on progress made to date on the Indoor and Outdoor Market.

The presentation highlighted that MAM had a 99 year lease in partnership with Darlington Borough Council; were obligated to undertake structural repairs and modernisation work; were providing support to Darlington Borough Council to secure the Future High Street Fund; and detailed the proposed developments for the Indoor Market including a temperate garden; market vaults for dining; an enterprise haven for start-up businesses; and farmgate facilities for local growers.

Members were advised of the current challenges; that better utilisation of the market was needed with longer trading hours and a greater variety of businesses to ensure Darlington's offer was different to other local towns; and details were provided of the programme of work and progress made to date.

A discussion ensued on the opening times of the market and Members were advised of the plans for the market to be open on a Sunday. Members were assured that the new building design would allow independent trading; and noted the intention to relocate the Outdoor Market to the Outdoor Market Place, taking into consideration the extensive events programme that was in place.

Members raised concerns in respect of reparation work being undertaken by traders; it was confirmed that short term roofing repairs were completed; further work would be undertaken in January 2020; and appropriate access would be put in place to allow roof maintenance.

Concern was also raised in respect of the number of traders closing their stalls however Members were assured that the priority was to maintain the current stall holders. It was highlighted that whilst Darlington had a wide range of independent businesses, investment was required to modernise the stalls which, along with the creation of an enterprise haven, would encourage new businesses.

RESOLVED – That the presentation be noted.

P13 DARLINGTON RAIL HERITAGE QUARTER

The Assistant Director, Community Services gave a presentation on the Darlington Rail Heritage Quarter which outlined the proposals to develop the Darlington rail heritage offer for 2025 and beyond.

Members were provided with details of engagement undertaken; initial reactions to the master plan; and that the key themes to include on site were heritage, skills, innovation, play, events, interpretation, skills and learning.

Members were informed of the proposed site master plan which included development of Head of Steam to include an Immersive Experience; restoration of the Goods Shed for use as entry point to the site café retail and functions; development of the Carriage Works; proposal to build a new three line shed with a viewing gallery; and a bespoke play area; all of which will enable Darlington to deliver a unique and in-demand visitor experience.

Details were provided on the Phased Delivery; the estimated costs and timescales; and the potential funding sources, including £20 million confirmed from the Tees Valley Combined Authority Investment Plan.

The Business Plan Assumptions were outlined including an aspiration of 230,000 visitors annually; the Head of Steam, Immersive Experience and play were expected to be the key attractions; and a meeting had been held with National Railway Museum at York to improve partnership working, to ensure the 2025 celebrations were worldwide.

Discussion ensued in respect of a statue of George or Robert Pease and the acquisition of a building in Northgate as part of the heritage offer; it was confirmed that a Heritage Action Zone bid had been submitted to the government; and that if successful, this would enable a number of heritage sites to be linked from the town

centre to the Head of Steam.

RESOLVED – That the presentation be noted.

P14 DARLINGTON CREMATORIUM REFURBISHMENT

The Director of Economic Growth and Neighbourhood Services submitted a report (previously circulated) updating Members on the current position with regard to the Crematorium, the work undertaken to date and seeking Members' feedback on the proposed options prior to its consideration by Cabinet at its meeting on 8 October 2019.

The submitted report stated that Darlington Crematorium was the fifth to open in the country in 1901; comprised of a chapel with seating for 65 mourners and an overspill annexe to accommodate 40 standing, a waiting room, vestry and crematory; and that the cremators and Chapel no longer met modern-day requirements.

Information was provided on the requirements to treat cremation emissions; Darlington Crematorium was a member of Cremation Abatement of Mercury Emissions Organisation (CAMEO) and paid a levy to those crematoriums that were abated; that to fund this levy an environmental surcharge of £50 has been charged on top of every adult cremation since 2009, which had increased to £55.

Details were provided on other crematoria in the local area; the number of cremations on an annual basis; and that Darlington Crematorium was expected to have 1650 to 1700 cremations per annum.

Members were advised of the studies taken place on potential options for Darlington Crematorium; and the three options for this Scrutiny Committee to consider; Option 1 – New build/new site; Option 2 – To replace the existing cremators alongside limited improvements to the chapel; and Option 3 – Replace the existing cremators as well as redeveloping the existing chapel into a bereavement service office and new chapel within West Cemetery on part of the land identified for future burials; including advantages, disadvantages and financial implications associated with each option.

Members questioned the possibility of offering environmentally friendly cremations at Darlington Crematorium and details were provided on resomation, a process which used alkaline hydrolysis to cremate remains.

Discussion ensued on the facilities at Darlington Crematorium. Following a site visit by Members it was felt that the Chapel was not fit for purpose and that option 3 was the preferred option. Following a suggestion that a fourth option would be to do nothing, Members were advised that this was not a viable option due to the income generated by the crematorium.

RESOLVED – (a) That the report be received.

(b) That Cabinet be advised that Place Scrutiny Committee identified Option 3 to be the preferred option.

(c) That the views of Place Scrutiny Committee be taken into consideration by

Cabinet when considering the Darlington Crematorium Refurbishment at its meeting on 8 October 2019.

(NOTE 1 - A vote on the preferred option was taken by those Members present at the meeting and eight Councillors voted in favour of Option 3 and one Councillor voted in favour of option 2.)

(NOTE 2 - Councillor Boddy was not present at the meeting when the vote was taken.)

P15 WORK PROGRAMME

The Managing Director submitted a report (previously circulated) requesting that consideration be given to this Scrutiny Committee's work programme and to consider any additional areas which Members would like to suggest should be included in the previously approved work programme.

RESOLVED –That the current status of the Work Programme be noted.

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**PLACE SCRUTINY COMMITTEE
24 OCTOBER 2019**

TEES VALLEY JOINT WASTE MANAGEMENT CONTRACT

SUMMARY REPORT

Purpose of the Report

1. To seek Members' views and comments on the attached Cabinet report for November's meeting covering:
 - (a) The Outline Business Case (OBC) for the future treatment of municipal residual waste on behalf of the five Tees Valley Authorities (**Appendix 1 Part III exempt**);
 - (b) The Inter-Authority Agreement to be entered into between the five Tees Valley Authorities in respect of the Tees Valley Municipal Residual Waste Treatment Project (**Appendix 2**);
 - (c) The Terms of Reference for the Project Delivery Group (**Appendix 3**); and.
 - (d) The Financial considerations for the contract (**Appendix 4 Part III exempt**).

Recommendation

2. It is recommended that Place Scrutiny Committee provide their views and comments back to Cabinet to be included in the report to be presented in November 2019.

Reasons

3. To enable Cabinet to take on board Place Scrutiny Committee's views and comments.

**Ian Williams
Director of Economic Growth and Neighbourhood Services**

Ian Thompson: Extension 6612
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**CABINET
5 NOVEMBER 2019**

TEES VALLEY JOINT WASTE MANAGEMENT CONTRACT

**Responsible Cabinet Member – Councillor Paul Howell,
Leisure and Local Environment Portfolio**

**Responsible Director – Ian Williams,
Director of Economic Growth and Neighbourhood Services**

SUMMARY REPORT

Purpose of the Report

1. This report seeks Members approval to:
 - (a) Adopt the Outline Business Case (OBC) for the future treatment of municipal residual waste on behalf of the five Tees Valley (TV) Councils (**Appendix 1 Part III exempt**);
 - (b) Enter into an Inter-Authority Agreement (IAA), between the five Tees Valley authorities in respect of the TV municipal residual waste treatment project (**Appendix 2**); and
 - (c) Note the Terms of Reference for the Project Delivery Group (**Appendix 3**).

Summary

2. Currently Hartlepool, Stockton, Middlesbrough, and Redcar and Cleveland operate a single contract for waste disposal. While Darlington is part of the overall Tees Valley Waste Group, we operate a separate Waste Treatment and Disposal Contract.
3. This report advises on the Outline Business Case (OBC) which has been developed to address the future treatment of municipal residual waste (waste remaining after recycled material has been removed) collected by the Tees Valley Councils when the current contract(s) expire in March 2025. The OBC develops the Strategic Outline Case that was agreed by all Councils in 2017. It provides a fully costed Reference Case, based upon a 250,000 tpa (tonnes per annum) Energy Recovery Facility with CHP (Combined Heat and Power) identified as part of the options appraisal undertaken for the update of the Joint Waste Management Strategy which was agreed by all Councils earlier this year.
4. An Inter-Authority Agreement (IAA) sets out the terms of the joint working arrangements for the project, appointing Hartlepool Borough Council as Lead

Authority in carrying out the procurement milestones.

Recommendations

5. It is recommended that:-

- (a) Members adopt the Outline Business Case for the future treatment of municipal residual waste on behalf of the five Tees Valley Authorities.
- (b) Members approve the Council enter into the Inter-Authority Agreement (IAA) between the five Tees Valley Authorities in respect of Tees Valley Municipal Residual Waste Treatment project substantially on the terms annexed and to delegate approval of minor amendments to the IAA to the Managing Director
- (c) Members note the financial commitment to Darlington's share of the procurement and project costs of £1m and release the funds subject to approval by full Council as part of the 2020/21 MTFP to be applied to the Project in accordance with the IAA.
- (d) Members approve the Council entering into a loan agreement with the Combined Authority to repay the £1m associated with the procurement over a 25-year period. The final details of the agreement to be delegated to the Assistant Director Resources in consultation with the Director of Economic Growth and Neighbourhood Services, Assistant Director Law & Governance and the responsible member for the Leisure and Local Environment Portfolio.
- (e) Authorise the Director of Economic Growth and Neighbourhood Services, in consultation with the Assistant Director Resources, Assistant Director Law & Governance and the responsible member for the Leisure and Local Environment Portfolio to accept any minor changes to the Outline Business Case, the Inter Authority Agreement and Terms of Reference of the Project Board if required.

Reasons

6. The recommendations are supported by the following reasons:-

- (a) To enable Darlington to participate in the joint procurement of the wider Tees Valley residual waste treatment facility for post 2025.
- (b) Entering into the IAA sets down the legal parameters for the procurement, ensuring that no individual authority can withdraw without financially compensating the other authorities for the relevant share of procurement costs and other losses.

Ian Williams

Director of Economic Growth and Neighbourhood Services

Background Papers

Cabinet report dated 08/01/19 approving the joint procurement approach with the Tees Valley Councils

Ian Thompson : Extension 6628

CD

S17 Crime and Disorder	The content of this report does not impact on crime and disorder.
Health and Well Being	Effective and safe management of waste can have a positive impact on the health and well being of residents.
Carbon Impact	As part of the production of the Joint Waste Management Strategy and OBC, the impact of carbon has been considered and modelled against a number of solutions.
Diversity	There is no impact on diversity as a result of this report.
Wards Affected	There is no impact on any Ward particularly as a result of this report.
Groups Affected	No particular group is affected as a result of this report.
Budget and Policy Framework	The £1m TVCA loan will be repaid via gate fees over a 25 year period. This will be included in the MTFP for approval.
Key Decision	Yes, as it affects all Wards.
Urgent Decision	No
One Darlington: Perfectly Placed	Waste Management from the collection to the treatment and disposal has an impact on the Perfectly Placed agenda.
Efficiency	There is no impact on the Council's Efficiency agenda as part of this report.
Impact on Looked After Children and Care Leavers	This report has no impact on Looked After Children or Care Leavers

MAIN REPORT

Background

7. The joined procurement approach across the five Tees Valley authorities for the delivery of a Residual Waste Management Solution was approved by members in the Cabinet report dated 8 January 2019. This report details further progress on the joined procurement process and detail on how the authorities will work together to maximise competition for the joined solution and how the project will be funded over the immediate and the longer term.
8. The Joint Waste Management strategy (JWMS) for Tees Valley was updated in 2018/19 to extend its validity from 2020 to 2035. It was adopted by the Tees Valley Local Authorities in January 2019 after public consultation. This document sets out the future strategic aims and objectives of the Tees Valley councils as follows:
 - (a) Waste Generation:
 - (i) Aim to maintain the current level of below 1 tonne of household waste per household. (It should be noted that all the authorities are significantly below this level).

- (b) Reuse and Recycling:
 - (i) 45% to 50% in the first five years of this strategy (2020 to 2025);
 - (ii) Between 2025 and 2030 seek to further improve reuse, recycling and composting beyond the 2025 levels;
- (c) Set targets for beyond 2030 during the waste strategy review in 2025. Waste Recovery and Landfill Diversion:
 - (i) Provide sufficient waste recovery capacity to ensure that no more than 10% of LACW waste is landfilled.
- 9. The other four Tees Valley local authorities currently have a contract with SUEZ for the treatment of residual municipal waste, which expires in 2025. Darlington has a separate contract for the treatment and disposal of municipal waste, which also expires in 2025. Darlington has worked closely with the four Tees Valley local authorities for a number of years with regard to waste management and the opportunities for working together post 2025. Within the north-east region, SUEZ has a monopoly on residual waste treatment with the exception of Darlington, who have a contract with Stonegrave Aggregates Limited.
- 10. This means that there is limited opportunity for other contracts to offer residual waste treatment capacity and Tees Valley would be faced with going to the market with little chance of effective competition. In order to correct this the Councils took the view that offering the market a site with planning permission for a new residual waste treatment plant would create a more even playing field and increase competition. This was subsequently borne out by feedback from contractors at a Market Awareness day, held on 29th January 2019.
- 11. By 2025, it is estimated that around 200,000 tonnes per annum (tpa) of residual waste will require treatment in the Tees Valley increasing to around 210,000 tpa by 2050 as a result of housing and population growth. Government policy is expected to widen the definition of municipal waste to include similar commercial and industrial waste, effectively increasing the tonnage of material requiring treatment. This provides the Councils with a commercial opportunity to attract additional waste and income from third parties, thereby offsetting the gate fee (the price paid per tonne of waste). This opportunity was also confirmed during the Market Awareness day, consequently the reference case is based on the procurement of a 250,000 tpa facility.

Procurement Strategy and Residual Waste Reference Case

- 12. The procurement strategy recognises that strong competition will be needed to deliver the most economical solution and therefore a reference site will be offered to bidders with the benefit of planning permission. Obtaining planning before procurement removes a significant risk which might otherwise reduce the number of bidders willing to participate or be priced into the contract. It also means that any perceived advantage that SUEZ has is mitigated. The procurement will use an output specification with evaluation based around criteria developed by Tees Valley Councils. This means that any technology that is compliant with the criteria will be considered. The project will seek to use any electricity or heat produced by the

facility locally.

13. The Procurement of the solution will be delivered through an Inter-Authority Agreement (IAA) of the five Tees Valley authorities. This agreement sets out the terms of joint working arrangements for the Project, the procurement milestones, and the appointment of Hartlepool Borough Council as the lead authority in carrying out the procurement milestones.
14. To support the delivery of the project and enable the inward investment of energy from waste facilities to Tees Valley it is proposed that the Combined Authority provide support to enable procurement of the project.
15. This is an extremely complex project and a funding requirement of up to £5m has been identified to cover the costs of the procurement, obtaining planning permission on the reference site, project management and external advice in the areas of legal, financial and technical during procurement. The current timetable aims to complete the procurement process during the summer of 2021, with construction of the facility completed autumn 2024 to enable operational commencement by April 2025. The funding arrangements for the £5m procurement costs are detailed in the Financial Considerations section.
16. The procurement has been assessed by the Corporate Procurement team to be a Strategic Contract based on value, complexity and risk and Cabinet is asked to agree the procurement be added to the Annual Procurement Plan and be designated as a strategic contract.
17. The IAA deals with the co-operation of the Tees Valley Councils during the procurement process but once a contractor is identified and the final terms of the contract are agreed that the authorities will need to enter into a Second Inter Authority Agreement setting out their respective rights and responsibilities with reference to the final contract. This second agreement will include but not be limited to the matters set out in the heads of terms (see Schedule 5 **Appendix 2**).

Residual Waste Treatment Options and Reference Site

18. Four options for residual waste treatment were identified in the Strategic Outline Case and taken forward as part of an options appraisal (in the JWMS) with a number of waste collection and recycling options. These were evaluated against a series of criteria agreed at a workshop with Members and Officers, the four options were:
 - (a) Extend the existing contract
 - (b) New build Energy Recovery Facility (ERF)
 - (c) New build Refuse Derived Fuel plant
 - (d) Merchant Capacity

The highest scoring option was the new build ERF, with Combined Heat and Power and high-performance recycling systems. The new build ERF was taken forward as the Reference Case.

19. A Reference Site has been identified at the South Tees Development Corporation (STDC) site and will be offered to the market with outline planning consent. The project is in the process of negotiating the terms of this arrangement with STDC,

the design criteria and the requirements for obtaining a planning consent.

Project Team and Governance

20. It is intended that participating Councils will work together under an Inter-Authority Agreement which binds the parties together in a robust commercial agreement (see **Appendix 2**). This was a key issue for a number of the organisations at the Market Awareness day. Representatives from each Council will form the project delivery team which will be supported by external technical, legal and financial advisers. This team will report into the Tees Valley Chief Executive's. The Combined Authority will be part of the Project Team. The Terms of Reference for the Project Team are set out in **Appendix 3**. Further reports to Cabinet will be provided at key points during the project.

Timetable

21. The key dates are:
- (a) Pre-planning preparation: April to December 2019
 - (b) Planning submission: December 2019 – approval March 2020
 - (c) Procurement commencement: September 2020
 - (d) Contract signed: summer 2021
 - (e) Construction: autumn 2021 to autumn 2024
 - (f) Commissioning: autumn 2024 to spring 2025

Risk Implications

22. The five Tees Valley Local Authorities have agreed and implemented a robust risk management strategy to identify the key risk and ensure a consistent approach to both strategic and operation risk across the project. These are set out in full within the OBC.
23. The current waste disposal contract has already been extended and therefore a further extension of the contract without competition could be in breach of procurement rules save as to the case where there are circumstances outside of the Council's control which require the Council to postpone a new procurement (regulation 72 Public Contracts Regulations 2015).

Financial Considerations

24. The basic principles of the payment mechanism have been developed for the OBC and are tabulated in Section 5 of the OBC these will be finalised as part of the procurement strategy with a view to promoting value for money. Key elements involve:
- (a) The Councils each contribute their financial commitment to the cost of the procurement up to the sum of £5m pro rata with their waste tonnages (see OBC page 61, **Appendix 1 Part III exempt**).
 - (b) The contractor is incentivised to deliver the required service standards, this means to the timetable and objectives set out in the contract.
 - (c) Tees Valley only pay according to the level of performance actually achieved

and the amount of tonnage treated.

- (d) The contractor is subject to a Performance Framework and is deducted if it fails to meet the agreed performance standards.
 - (e) The allocation of costs will be based on residual waste tonnage produced by each authority and charged at a gate fee on actual waste.
 - (f) There will be a harmonisation of the Gate Fee to ensure that those authorities which are transporting residual waste are compensated for the cost of bulk transfer to the disposal facility (including the costs of a bulk transfer facility and transport costs) to be based on an agreed mechanism (allowing for increase in fuel costs over time) to ensure an equitable sharing of residual waste management costs.
25. The costs, budget and finance section of the OBC sets out the cost of the procurement to the Councils, demonstrates the Value for Money for the Reference Project (based on the Treasury's Value for Money Assessment Guidance) and the affordability of the Reference Project whilst providing the respective Council's budgetary commitment to the affordability implications as far as is foreseeable. Information on the projected gate fee and affordability gap are included in **Appendix 4 Part III exempt**.
26. In November 2017 the Combined Authority approved development funding of £450k to support the preparation of a Strategic Outline Business Case to address the future treatment of municipal residual waste for the Tees Valley Authorities. A budget of up to £5m has been set aside to cover the costs of the procurement and obtaining planning on the reference site. The advance of these funds as lending are subject to approval with the Tees Valley Combined Authority Cabinet (TVCA).
27. It is therefore proposed that the Combined Authority provides a loan facility of up to £5m for the project. The loan will be financed through prudential borrowing. Interest will be included at cost based on the prevalent PWLB rate. The repayment term will be for a 25-year period commencing the first day of operation, with annual repayments made by the five Tees Valley authorities based on a legal agreement with each authority for their share of these costs.
28. Darlington Borough Council will be required to enter into a funding agreement of £1m with TVCA with lending on terms of deferred payment until the site becomes operational and interest repayable at PWLB rates.
29. Subject to approval of the additional funds by Council (as MTFP) the advanced funds of up to £1m are proposed to be released by Cabinet be used to provide project management and external advice in the areas of legal, financial and technical during procurement as further detailed in and required by the IAA.
30. The Value for Money assessment is based upon the assumption that the facility will be project financed. It is subject to a number of qualitative tests to determine if the project is viable, desirable and achievable and a quantitative assessment (as set out in the Treasury Guidance). The assessments confirmed that the project offers value for money.

31. The affordability analysis is undertaken to determine if there will be a need to commit funds in the future, should the current Council budgets, inflated to April 2025, be insufficient to fund the Reference project. The level of funding available from the Council budgets is based upon the historical costs of operating the current Energy from Waste plant used by the other four Tees Valley authorities whereas the future project costs of the Reference Project are based upon the development of a new facility. These are also compared to the options of do nothing or simply extending the existing contract.

Legal Implications

32. The Council has the legal powers to enter into the Inter Authority Agreement and to implement the project pursuant to powers conferred upon it by s 51 and 55 The Environmental Protection Act 1990, s 19 Local Government Act 2000 and regulation 7 Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.
33. As a best value authority the Council is under a duty to obtain best value and secure efficient use of resources. The IAA requires that the services obtained by the relevant authorities on behalf of the Tees Valley (ie up to the expenditure of £5m) will be subject to approval the Project Board (including the Darlington representative) and in accordance with the relevant authorities' procurement rules, Public Contracts Regulations 2015 and good industry practice.
34. It is intended to use a contract originally based on H M Treasury's Standardisation of Project Finance Initiative Contracts (SOPC4) as revised by PF2 and the Waste Infrastructure Delivery Programme (developed by DEFRA). This allocates the main risk of construction and commissioning to the developer before any payment is made by Tees Valley. It then provides for life cycle maintenance for the full duration of the contract; this means that at the end of the 25 year contract the Councils' are handed back a fully operational asset. The proposed procurement mechanism is Competitive Dialogue.

Consultation

35. A communications strategy has been developed and Tees Valley is fully committed to providing the required resources to ensure it can be delivered to keep all key stakeholders informed with appropriate information at the right time. The Strategy will be expanded on with the development of detailed plans following approval of the OBC. Key communication channels include social media and the Council's websites.
36. The Public Consultation on the JWMS was very positive with the majority of feedback connected to existing issues and no concerns expressed about the Reference Project.
37. A Market Awareness Day was held in January 2019 to gauge interest in the project from potential bidders. The event was successful with strong interest from all the major Contractors, the key message being that the project must provide a Reference Site with full planning consent.

Conclusion

38. By 2025, it is estimated that around 200,000 tpa of residual waste will require treatment in the Tees Valley increasing to around 210,000 tpa by 2050 as a result of housing and population growth. In addition, Government policy is expected to widen the definition of municipal waste to include similar commercial and industrial waste, effectively increasing the tonnage of material requiring treatment. This provides the Councils with a commercial opportunity to attract additional waste and income from third parties, thereby offsetting the gate fee.
39. An Outline Business Case (OBC) has been developed to address the future treatment of municipal residual waste (waste remaining after recycled material has been removed) collected by the Tees Valley Councils when the current contract(s) expires. The OBC develops the Strategic Outline Case that was previously agreed by all Councils in 2017. It provides a fully costed Reference Case, based upon a 250,000 tpa (tonnes per annum) Energy Recovery Facility with CHP (Combined Heat and Power) identified as part of the options appraisal undertaken when the Joint Waste Management Strategy was updated and agreed by all Councils earlier this year.
40. It is intended that participating Councils will work together under an Inter-Authority Agreement which binds the parties together in a robust commercial agreement. Representatives from each Council will form the project delivery team which will be supported by external technical, legal and financial advisers. This team will report into the Tees Valley Chief Executive's. The Combined Authority will be part of the Project Team. The Terms of Reference for the Project Team are set out in **Appendix 3**.
41. This is an extremely complex project and a funding requirement of up to £5m has been identified to cover the costs of the procurement, obtaining planning permission on the reference site, project management and external advice in the areas of legal, financial and technical during procurement. It is therefore proposed that the Combined Authority provides a loan facility of up to £5m for the project. The repayment term will be for a 25-year period commencing the first day of operation, with annual repayments made by the five Tees Valley authorities based on a legal agreement with each authority for their share of these costs. These funds are subject to approval with the Tees Valley Combined Authority Cabinet.
42. The current timetable aims to complete the procurement process during the summer of 2021, with construction of the facility completed autumn 2024 to enable operational commencement by April 2025.

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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APPENDIX 2

Date

**TEES VALLEY RESIDUAL WASTE TREATMENT PROJECT: PROFORMA LEAD
AUTHORITY INTER-AUTHORITY AGREEMENT (IAA)**

Dated

20[]

- (1) HARTLEPOOL BOROUGH
- (2) Y COUNCIL
- (3) Z COUNCIL

INTER AUTHORITY AGREEMENT

(Lead Authority)

**relating to the joint procurement of long term
Residual Waste Treatment Facilities**

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THIS AGREEMENT is made on the _____ day of _____ 20[]

BETWEEN

- (1) **HARTLEPOOL BOROUGH** of [];
- (2) **Y COUNCIL** of []; and
- (3) **Z COUNCIL** of []

Together “the Authorities”

BACKGROUND

- (A) The Authorities are in the process of jointly procuring the award of a contract for residual waste treatment facilities (“**the Project**”).
- (B) The Project will involve the financing and operation of long term residual waste treatment facilities which may include the design and build of the facilities or alternatively access to existing facilities.
- (C) The Authorities have agreed to work together in the joint procurement of the Project and this Agreement sets out the terms of the joint working arrangements for the Project and the appointment of Hartlepool Borough Council as Lead Authority in carrying out the Procurement Milestones.
- (D) The Authorities wish to enter into this agreement and implement the Project pursuant to the powers conferred on them by Section 51 and 55 of The Environmental Protection Act 1990, Section 19 of The Local Government Act 2000, and Regulation 7 Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.
- (E) The Authorities have agreed that, following the successful award of the Project Agreement, they will enter into an agreement which will set out the respective rights and obligations of each of them in respect of the Project. Such agreement (“**the Second Inter Authority Agreement**”) is intended to reflect the terms of the Project Agreement and as such cannot be completed until the Authorities have agreed the terms of the Project Agreement.
- (F) The Authorities have agreed the Heads of Terms, the principles and/or terms of which will be included in the Second Inter Authority Agreement.
- (G) The Authorities have delegated sufficient authority to the Project Board, Project Director and Project Team to enable them to fulfil their roles in relation to this Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement and the Recitals, unless the context otherwise requires, the following terms shall have the meanings given to them below:

Accounting Period	means those periods set out in Schedule 6 (Accounting Periods); as may be amended from time to time in accordance with this Agreement;
Acquiring Party	means the relevant Authority named in Schedule 4 and as referred to in Clause 12.8 ;
Authority	means X, Y and Z Councils and “ Authorities ” shall mean all or any of them as the context so permits;
Bidder	means any person who responds to the Procurement Notice relating to the Project;
Business Day	means any day other than a Saturday or Sunday or a public or bank holiday in England;
CIWM	means the Chartered Institute of Waste Management;
Commencement Date	means the date of this Agreement;
Confidential Information	means all know-how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of the Authorities, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
Contributing Parties	means the relevant Authorities named in Schedule 4 ;

Decision Period	means the period of fifteen (15) Business Days commencing on the date of the relevant Break Point or such other time as is unanimously agreed by the Authorities;
Defaulter	has the meaning given in Clause 18.2 (Termination) ;
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.;
EIR	means the Environmental Information Regulations 2004 together with the Code of Practice issued by DEFRA as amended/ reissued from time to time
EU Procurement Regime	means the Public Contracts Regulations 2006;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Act;
Heads of Terms	means the heads of terms relating to the Second Inter Authority Agreement set out in Schedule 5 (Heads of Terms) ;
Intellectual Property	means any and all patents, trade marks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not

	registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them;
[Joint Leaders and/or Members Meeting]	means the meetings (comprising the elected mayor and/or respective council leaders) which provide a mechanism to achieve political consensus at a high level prior to the submission of any high-level recommendations ¹ to the respective executives across the three authorities;
Joint Sites	means the joint sites listed in Schedule 4 (Sites) ;
Key Procurement Functions	means those actions identified as Key Procurement Functions in the first column of the table set out in Schedule 1 (Procurement Milestones) ;
Lead Authority	means Hartlepool Borough;
Material	means all data, text, graphics, images and other materials or documents created, used or supplied by an Authority in connection with this Agreement (unless before the first use or supply, the Authority notifies the others that the data, text supplied by it is not to be covered by this definition);
Matter Reserved to Authorities	means those actions, matters and/or functions identified as such in the fourth column in the table set out in Schedule 1 (Procurement Milestones) ;
Non-Defaulting Parties	has the meaning given in Clause 18.2 (Termination) ;
Procurement Notice	means a notice advertising the Project placed in the Official Journal of the European Union or in the UK Government e-notification service, entitled "Find a Tender", if the publication date

¹ Decisions themselves would be taken by the executives.

falls after the day on which the UK exits the European Union; **[NOTE: Brexit Impact]**

Open Market Value

means the best price at which the Site in question might reasonably be expected to have been disposed of unconditionally for cash consideration at the relevant time assuming:

- (a) a willing seller;
- (b) that, prior to the relevant time, there has been a reasonable period for the proper marketing of such Site and for the agreement of price and terms for completion of the disposal of such Site;
- (c) the state of the market, levels of values and other circumstances are on any earlier assumed date of exchange of contracts, the same as at the relevant time;
- (d) the relevant Authority has good and marketable title to such Site;
- (e) all necessary consents for any building or other works at such Site have been obtained and such Site can be lawfully used;
- (f) any damage to such Site caused by any insured risk has been made good,

and otherwise taking into account of the actual circumstances as shall exist at the time;

Option

An option agreement where a landowner grants the Authorities (or any one of them) an option to purchase an interest in land for the purposes of the Project;

Original Price

means the purchase price paid by the relevant Authority or Contributing Parties in respect of the purchase of a Site;

Outline Business Case	means the outline business case in relation to the Project set out at Schedule[]
Procurement Milestones	means the procurement stages set out in Schedule 1 to be carried out in order to procure the Project and as may be amended from time to time by the Authorities in accordance with the terms of this Agreement;
Project	means <ul style="list-style-type: none">(a) the procurement process set out in the Procurement Milestones to be carried out by or on behalf of the Authorities with the intention of appointing a preferred bidder for the Project including negotiating and agreeing with such preferred bidder the contract documentation necessary to secure the delivery by the Provider of the Project;(b) the Services and to be provided by the Authorities to enable the Procurement milestones to be met as set out in clause 5 and Schedule []
Project Agreement	means the Project Agreement to be entered into between the Authorities and the Provider relating to the Project;
Project Board	has the meaning given in Clause 7.1 (Project Board) ;
Project Board Matters	means those actions, matters and functions identified as such in the third column of the table set out in Schedule 1 (Procurement Milestones) ;
Project Director	means the person identified as such in Schedule 3 (Project Team) or any replacement of him;
Project Manager	means the person identified as such in Schedule 3 (Project Team) or any replacement of him;
Project Office	means the offices of the Project Director;

Project Team	Subject to Clause 9.4 means the team formed pursuant to the provisions of Clause 9.1 (<i>Project Team</i>) the original members of which are listed in Schedule 3 (<i>Project Team</i>) , for the purpose of assisting to deliver the Project;
Provider	means the private sector partner to be party to the Project Agreement;
Quarter	means each period of three calendar months (or part thereof), the first such period commencing on the Commencement Date;
Residual Waste Treatment Facilities	means facilities designed for processing residual waste, waste being defined in the Waste and Emissions Trading Act 2003;
RPIX	means the Retail Prices Index (excluding mortgage interest rates) as published by the Office for National Statistics from time to time (" the Index "), or failing such publication or in the event of a fundamental change to the index, such other index as the parties may agree or such adjustments to the index as the parties may agree (in each case with the intention of putting the parties in no better nor worse position than they would have been in had the index not ceased to be published or the relevant fundamental change not made) or, in the event that no such agreement is reached, as may be determined in accordance with the dispute resolution procedure set out in Clause 17 (<i>Dispute Resolution</i>) ;
Second Inter Authority Agreement	has the meaning given in recital (D);
Services	means the services to be provided by the Provider pursuant to and defined by the Project Agreement;
Sites	means those pieces of land where an Option is to be secured for the Project on which it is intended that a new residual waste facility may be situated;

Site Options Appraisal	means the appraisal which sets out the methodology for an options appraisal for delivery of the required Sites into the Project at a time and on terms which are most likely to ensure Project deliverability whilst achieving best value for the Authorities;
Unitary Charge	means the payment due under the Project Agreement; and
WIDP	means the Waste Infrastructure Delivery Programme.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- 1.2.1 each gender includes all genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference to any clause, sub-clause, paragraph, Schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Agreement;
- 1.2.4 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.5 any reference to legislation (including subsidiary legislation), determinations and directions shall be construed as a reference to any legislation, determinations, directions and statutory guidance as amended, replaced, consolidated or re-enacted;
- 1.2.6 a reference to a public organisation (other than an Authority) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation;
- 1.2.7 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.8 any reference to a requirement for “consent” or “approval” shall be taken to be the prior written consent or approval of the relevant body or person;

- 1.2.9 the schedule, clause, sub-clause and (where provided) paragraph headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
 - 1.2.10 the Schedules hereto all form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement; and
 - 1.2.11 words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words.
- 1.3 The principles set out in **Clause 1.2** above shall be borne in mind and applied so far as appropriate in the interpretation of this Agreement and in the resolution of any dispute under this Agreement.

2 **TERM**

This Agreement shall come into effect on the Commencement Date and shall continue in force in respect of the Authorities until terminated in accordance with **Clause 16**.

3 **PRINCIPLES AND KEY OBJECTIVES**

- 3.1 The Authorities intend this Agreement to be legally binding and mutual commitments between them created by the Agreement shall be construed accordingly.
- 3.2 The Authorities agree to work together to carry out the Procurement Milestones in accordance with the terms of this Agreement.
- 3.3 The Authorities acknowledge and agree that the Heads of Terms are not intended to be exhaustive but to contain the major principles which the Authorities have identified as being pertinent to the Second Inter Authority Agreement and which will be expanded and incorporated in the Second Inter Authority Agreement once the terms of the Project Agreement have been agreed.
- 3.4 Each of the Authorities hereby represents to the others that it has obtained all necessary consents sufficient to ensure the delegation of functions provided for by this Agreement for the Project.
- 3.5 The Authorities shall use all reasonable endeavours to procure that their respective members and officers who are involved in the Project shall at all times act in the best interests of the Project. The Authorities expressly acknowledge that their members and officers involved in carrying out activities

under this Agreement or otherwise in connection with the Project may be required to act in conflict with their duty to their own Authority, and the Authorities hereby authorise them to act in such a manner.

- 3.6 The Authorities commit to share data and knowledge relevant to the Project where appropriate and in accordance with all applicable requirements of the Data Protection Legislation. This 3.6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this 3.6, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

- 3.7 In working together, the Authorities agree that they will conduct the relationship between them in accordance with the following principles:

3.7.1 **Openness and trust**

- (a) The Authorities undertake to act in accordance with a duty of good faith to each other, be open and trusting in their dealings with each other, make information, data, knowledge and analysis available to each other, use such information to support the Project, discuss and develop ideas openly and contribute fully to all aspects of the successful achievement of the Project.
- (b) While respecting the mutual need for commercial confidentiality, the Authorities undertake to be transparent in their dealings with each other and, without prejudice to the foregoing, the Authorities undertake to respect matters of commercial confidentiality and potential commercial prejudice.

3.7.2 **Commitment and drive**

The Authorities undertake to be committed fully to the Project, will seek to motivate their respective employees, officers and members involved in or attached to the Project and undertake to address the challenges of the Project with drive, enthusiasm and a determination to succeed.

3.7.3 Skills and creativity

The Authorities acknowledge and agree that:

- (a) each brings complementary skills and knowledge which they will apply creatively to achieving their respective objectives, resolution of difficulties and the development of the Project and the personnel working within it; and
- (b) to achieve their respective objectives, will involve the appreciation and adoption of common values by each of them.

3.7.4 Effective relationships

The Authorities undertake to develop and maintain clear roles and responsibilities for each of them and to develop relationships at the appropriate levels within each organisation providing direct and easy access for the others' representatives.

3.7.5 Developing and adapting

The Authorities acknowledge and agree that they are engaged in a long term relationship for their mutual benefit through the achievement of the Project which relationship needs to develop and adapt and each will use reasonable endeavours to develop and maintain an effective joint process to ensure that the Project develops appropriately and in line with the principles set out in this Agreement.

3.7.6 Reputation and standing

The Authorities agree that, in relation to this Agreement and the Project generally, they shall pay the utmost regard to the standing and reputation of one another and shall not do (by act or omission) anything which may bring the standing or reputation of any of the other Authorities into disrepute or attract adverse publicity to any of the other Authorities.

3.7.7 Reasonableness of Decision Making

The Authorities agree as between each other that all decisions made in relation to this Agreement and the Project generally shall be made by them acting reasonably with procedural fairness and observing any statutory procedural rules.

Subject to the provision of **Clause 5.3** below, Y and Z Councils (acting severally) appoint, with effect from the Commencement Date, Hartlepool Borough to be the Lead Authority for the discharge of the Key Procurement Functions which functions shall be carried out for and on behalf of the Authorities and Hartlepool Borough agrees to act in that capacity subject to and in accordance with the terms and conditions of this Agreement.

5 **SERVICES AND DUTIES OF THE AUTHORITIES**

- 5.1 For the duration of this Agreement Hartlepool Borough as the Lead Authority shall act diligently and in good faith in all its dealings with Y Council and Z Council and shall use its reasonable endeavours to carry out the Key Procurement Functions in accordance with the EU Procurement Regime and any other applicable legislation.
- 5.2 Hartlepool Borough shall be responsible for the procurement and appointment of the legal advisors, planning advisors and insurance advisors to the Project, subject to the costs of such appointments being shared between the Authorities in accordance with **Clause 11 (*Commitment of the Authorities and Contributions*)**. Hartlepool Borough shall lead on monitoring the performance of these advisors. Hartlepool Borough's Standing Orders and Financial Regulations shall be applicable.
- 5.3 Z Council shall be responsible for the procurement and appointment of the technical advisors and financial advisors to the Project, subject to the costs of such appointments being shared between the Authorities in accordance with **Clause 11 (*Commitment of the Authorities and Contributions*)**. Z Council shall lead on monitoring the performance of these advisors. Z Council's Standing Orders and Financial Regulations shall be applicable.
- 5.4 For the avoidance of doubt, the provisions of **Clause 5.2** are subject further to such appointments being approved by the Project Board as required by Milestone 2 in **Schedule 1 (*Procurement Milestones*)** or, to the extent that the actual costs associated with any such appointments undertaken together with all the actual other costs associated with the Project are likely to exceed the approved annual budget of the Lead Authority held on behalf of the Authorities by 5% subject to approval as required pursuant to Milestone 42.
- 5.5 Hartlepool Borough shall at the reasonable request of Z Council and/or Y Council and at reasonable times during normal business hours permit the duly authorised representatives of Y Council and/or Z Council (as the case may be) to examine any documents relating to the Project and/or the Project at the Project Office.

- 5.6 Y Council and Z Council shall each, during the currency of this Agreement, act diligently and in good faith in all their dealings with Hartlepool Borough and shall use its reasonable endeavours to assist Hartlepool Borough to discharge the Key Procurement Functions in accordance with the EU Procurement Regime and any other applicable legislation and shall be timely in responding to requests for information, and in their decision making processes.

6 **DECISION MAKING**

- 6.1 The Authorities have identified the following three categories of decisions and other actions to be taken and carried out during the Procurement Milestones together with the means by which they will be taken:

- 6.1.1 a “Project Director Matter”, being a matter which the Project Director shall have authority to carry out on behalf of the Authorities;
- 6.1.2 a “Project Board Matter”, being a matter which it is expected that any or all of the representatives of each of the Authorities appointed pursuant to **Clause 7.3 (Project Board)** will be able to make a decision upon and have the power to bind the Authority it represents in doing so; and
- 6.1.3 a “Matter Reserved To Authority”, being a matter which shall be reserved to each Authority for an executive decision under the Local Government Act 2000 as amended by the Local Government and Public Involvement in Health Act 2007 and, for the avoidance of doubt, that matter requiring a decision would not be dealt with by the representatives of the Authorities appointed pursuant to **Clause 7.3 (Project Board)**, the Project Manager or the Lead Authority (as the case may be) until the decision shall have been taken,

and, in each case, such matters are identified in **Schedule 1 (Procurement Milestones)**.

7 **PROJECT BOARD**

- 7.1 The Authorities shall form the project board (“**Project Board**”) for the purpose of overseeing and co-ordinating the Procurement Milestones and to carry out the functions set out in **Schedule 11 (Project Board Terms of Reference)**.
- 7.2 The Project Board shall not have power to approve any Matter Reserved to the Authorities.
- 7.3 The first members of the Project Board are those persons named in the first column of the table set out in **Schedule 2 (Project Board)**.

- 7.4 Each Authority shall be entitled from time to time to appoint a deputy for each of its representatives set out in **Schedule 2 (Project Board)**, but such deputy (in each case) shall only be entitled to attend meetings of the Project Board in the absence of his or her corresponding principal.
- 7.5 Each Authority shall be entitled to invite appropriate third parties to observe Project Board meetings and such third parties shall be entitled to take part in such Project Board Meetings at the discretion of the Chairperson of the Project Board.
- 7.6 The Authorities shall procure that:
- 7.6.1 the Project Board appoints a person to represent the interests of all of the Authorities in respect of their operational requirements for the Project who shall be called the Project Director and who shall be a member of the Project Board;
 - 7.6.2 the first Project Director appointed in accordance with **Clause 7.6.1 (Project Board)** shall be an officer seconded from Hartlepool Borough and who shall be the person identified as the Project Director and a member of the Project Board in **Schedule 2 (Project Board)**; and
 - 7.6.3 the salary and on costs of the Project Director shall be shared equally by the Authorities; and
 - 7.6.4 The Project Director shall not be removed or replaced unless three (3) months prior written notice is given by the Authorities to the Project Board.
- 7.7 Each Authority may, at their discretion, replace their representatives (and their respective deputies) appointed to the Project Board, provided that:
- 7.7.1 at all times, they have representatives appointed to the Project Board in accordance with the positions identified in **Schedule 2 (Project Board)**; and
 - 7.7.2 any such replacement shall have no lesser status or authority than that set out at the second column of **Schedule 2 (Project Board)**.
- 7.8 The Project Board shall meet as and when required in accordance with the timetable for the Project and, in any event, at appropriate times and on reasonable notice (to be issued through the Project Director) to carry out the Project Board Matters referred to in **Schedule 1 (Procurement Milestones)** and in carrying out such activities.

- 7.9** The details of the ways of working, clerking and other operational matters of the Project Board are set out in **Schedule 11 (*Project Board Terms of Reference*)**.
- 7.10** Each Authority shall provide all information reasonably required upon request by the Project Board and comply with unanimous decisions of the Project Board to request such information.
- 7.11** Each Authority shall consult with the other Authorities to ensure the diligent progress of the day to day matters relating to the Procurement Milestones.
- 7.12** The Project Board has appointed the Project Director as identified in the table in **Schedule 3 (*Project Team*)** to carry out the functions set out in **Part 1 of Schedule 10 (*Duties of Project Director and Project Manager*)**.

[NB Voting provisions to be included at Schedule 11]

8 EVALUATION

The Authorities have agreed that the representative of each of them appointed in accordance with **Clause 7.3 (*Project Board*)** will be part of the evaluation team for the Project so that the Authorities agree on the selection of the Provider and the terms of the Project Agreement.

9 PROJECT TEAM

- 9.1** The Authorities shall form a Project Team ("**Project Team**") working under the direction of the Project Director for the purposes of managing the Project Milestones.
- 9.2** The Project Director shall not have power to approve a Project Board Matter or a Matter Reserved to Authorities.
- 9.3** The Authorities have appointed those representatives specified in **Schedule 3 (*Project Team*)** to the Project Team at the level and for the resource specified in each case together with any other person as may be agreed by the Project Board from time to time.
- 9.4** The Authorities may, at their discretion, replace their representatives appointed to the Project Team, provided that such replacement shall be on the same basis as the original appointee as set out in **Clause 9.3 (*Project Team*)** and provided further that no member of the Project Team shall be removed or replaced by any Authority without that Authority giving at least three (3) months' (or such shorter period as may be agreed with the Project Director) prior written notice of its intention to remove or replace that member of the Project Team.

- 9.5** Unless otherwise agreed by the Authorities, the Authorities appoint the Project Director to lead all negotiations with Bidders in connection with the Project together with the external advisors appointed in accordance with **Clause 5.2** (***Duties of Hartlepool Borough as Lead Authority***).

10 ADMISSION OF ADDITIONAL AUTHORITIES

- 10.1** The Authorities may vary the terms of this Agreement including admitting additional authorities to the Project, the terms of such admission to be agreed by the Authorities.
- 10.2** Where an additional Authority is admitted to the Project it shall enter into a Deed of Variation in a form agreed by the Authorities and from the date of its admittance to the Project all provisions of this Agreement shall apply to the admitted Authority and the definition of “Authorities” shall include it.

11 COMMITMENT OF THE AUTHORITIES AND CONTRIBUTIONS

- 11.1** The Authorities agree and undertake to commit to the Project in accordance with the terms of this Agreement and not to commission and/or undertake any procurement and/or project that seeks or would procure the delivery of all or any part of the Project outside the terms of this Agreement unless and until it shall have withdrawn from the Project in accordance with **Clause 15** (***Withdrawal during the Procurement Exercise***).
- 11.2** The costs associated with providing internal resources in relation to the Procurement Milestones shall be borne by the Authority providing that internal resource. However, any additional and external costs required shall be financed by equal contributions from the Authorities.²
- 11.3** Each Authority shall be required to prepare accounts including details of any expenditure incurred pursuant to **Schedule 8 (Heads of Expenditure)** (“the **Accounts**”) in respect of each Accounting Period and for such further and/or other accounting periods as the Project Board shall determine and which shall be incorporated into **Schedule 7 (Accounting Periods)**.
- 11.4** The Authorities shall:
- 11.4.1** in the Accounts make true and complete entries of all relevant payments made during the previous Accounting Period;
- 11.4.2** within 5 days of the end of each Accounting Period, Z Council and Y Council provide to the Project Director unaudited Accounts for such

² Authorities will need to make provision in the terms of reference of the project board for the meeting of the board administrative costs. This could be a simple sharing of the costs equally, the meetings could be held at each authority in turn and borne by the host on an in kind basis or could be part of an authority's contribution to the project.

Accounting Period together with certification that such Accounts comply with **Clause 11 (*Commitment of the Authorities and Contributions*)**.

- 11.4.3 each nominate an individual to be responsible for ensuring that Authority's own compliance with this **Clause 11 (*Commitment of the Authorities and Contributions*)** and the name, address and telephone number of each individual nominated pursuant to this **Clause 11.4.3 (*Commitment of the Authorities and Contributions*)** shall be notified to the other Authorities in accordance with **Clause 30 (*Notices*)**; and
- 11.4.4 Hartlepool Borough shall within ten (10) Business Days of receipt of the Accounts submitted by Z Council and Y Council in accordance with **Clause 11.4.2. (*Commitment of the Authorities and Contributions*)** prepare a reconciliation statement identifying the payments made by each Authority and the balance due from or owing to each. Hartlepool Borough shall within thirty (30) Business Days of the preparation of the reconciliation statement send out relevant balancing invoices or credit payments to the relevant Authority. An Authority receiving an invoice for payment shall pay it in full within thirty (30) days.
- 11.5** If an individual nominated by an Authority pursuant to **Clause 11.4.3** changes, that Authority shall notify the other Authorities forthwith of the replacement nominees.
- 11.6** The Authorities hereby agree that if one of the Authorities carries out any work or incurs any cost or expenses or requests the Project Team (or any member of the Project Team) to carry out any Work or to incur any cost or expense that is not envisaged by the Project Director to be an efficient use of time and/or resources, that matter shall, at the discretion of the Project Director, be referred to the Project Board for a decision as to whether such work, cost or expense is part of the Project or whether such work, cost or expense should be the entire responsibility of the Authority so carrying it out or requesting it (as the case may be).
- 11.7** The Authorities hereby agree that if one of the Authorities believes it is likely to incur disproportionate internal resource costs pursuant to **Clause 11.2**, that matter shall, at the discretion of the Project Director, be referred to the Project Board for a decision as to whether such costs will be disproportionate and whether any contributions should be made to this cost by the other Authorities.

12 [SITES³

- 12.1** The Authorities have identified the requirement in respect of the Project for Options on *[insert number]* Sites, (*[state in which of]* the Authorities' areas) and the Project Board shall use its reasonable endeavours to formulate a Site Options Appraisal to facilitate the delivery of those Options on Sites as expeditiously as possible.
- 12.2** The approval of the Site Options Appraisal shall be a Matter Reserved to Authorities.
- 12.3** Subject to the approval of the appointment of the external planning advisers pursuant to Milestone 2, the Project Director shall procure that the external planning advisers shall identify potential Sites for the Project and shall report to the Project Director in respect of each potential Site so identified.
- 12.4** The Project Director shall report to the Project Board in respect of the potential Sites identified by the external planning advisers as referred to in **Clause 12.2 (Sites)**.
- 12.5** Where the external planning advisers are unable to identify appropriate potential Sites, the provisions of the Site Options Appraisal shall apply to enable the Authorities to agree an alternative location for the Sites.
- 12.6** Subject to the Authorities approving acquisition of Options and/or Sites in accordance with Milestone 5, the Authorities shall equally participate in the financing of the acquisition of these Options and/or Sites. The respective contributions of the Authorities will be re-evaluated at financial close before the Project Agreement is entered into, and the contribution of each Authority to these Options and/or Sites will be adjusted to be proportionate to their tonnages of residual waste which are to be subject to the Project Agreement at its commencement, and if the Authorities do not use all the Sites then in proportions which accord with their usage in tonnage.
- 12.7** It shall be the responsibility of the Project Director to have overall management, through the Project Team, of the acquisition of such Options and/or Sites.
- 12.8** Each Option and/or Site shall be acquired by that Authority in whose area the property identified for that Site is located ("**Acquiring Party**"). The other Authorities shall be the "Contributing Parties" for the Option and/or Site and shall pay to the Acquiring Party a pro rata contribution of the cost of acquiring and/or securing the relevant Option/and or Site. An Acquiring Party shall be

³ Clauses 12.1- 12.8 will not be required where this Agreement is entered into post OJEU as Options/ Sites would have been acquired.

prepared to use their powers under the Acquisition of Land Act 1981. The Acquiring Party will hold the property on trust for the benefit of all the Authorities.

12.9 The Acquiring Party consents to the entry of the following restriction against the Acquiring Party's title to the Site at HM Land Registry and will provide the other Authorities with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate [(other than a charge)] 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 consent in writing signed by each of [non acquiring Authorities] of [ADDRESS]"

12.10 If an Authority withdraws from the Project during the Procurement Milestones (whether pursuant to **Clause 15 (*Withdrawal during the Procurement Exercise*)** or otherwise) or is a Defaulter and this Agreement is terminated in respect of that Authority in accordance with **Clause 18.2 (*Termination*)**, the provisions of **Clauses 12.9 and 12.10 (*Sites*)** shall apply.

12.11 Where the Authority referred to in **Clause 12.9 (*Sites*)** is an Acquiring Party of an Option and/or Site, the Acquiring Party and the Contributing Parties for that Site shall jointly procure that an assessment of the Open Market Value of such Site shall be carried out within thirty (30) Business Days of either the Authority's decision to withdraw from the project or the date on which notice is given to an Authority that it is a Defaulter in accordance with the provisions of **Clause 18.2 (*Termination*)** and the Contributing Parties shall at their discretion following receipt of such assessment decide whether the Acquiring Party shall:

12.11.1 Sell the Option and/or Site, in which case the Acquiring Party shall (on completion of the sale) repay to the Contributing Parties the same proportion of the proceeds of sale in percentage terms as it contributed to the Original Price; or

12.11.2 Transfer the Site to the Contributing Parties, in which case the Contributing Parties shall pay to the Acquiring Party an amount equal to the same proportion of the Open Market Value as it contributed to the Original Price.

12.12 Where the Authority referred to in **Clause 12.9 (*Sites*)** is a Contributing Party to an Option and/or Site, the Authority shall notify the Acquiring Party of those Option(s) and/or Site(s) in respect of which such Authority is a Contributing Party as to whether that Authority requires to have its Contribution(s) repaid. If the Authority does so require its Contribution(s) to be repaid, the Acquiring

and Contributing Authorities shall jointly procure that an assessment of the Open Market Value of such Option(s) and /or Site(s) shall be carried out and the Acquiring Party of that Option and/or Site shall within ninety (90) Business Days of such assessment being carried out pay to the Contributing Party the proportion of the Open Market Value (as determined by such jointly procured assessment), in percentage terms as it contributed to the Original Price and such payment shall extinguish any and all claims or rights that the Contributing Party may have in respect of such Option(s) and/or Site(s).]

13 INTELLECTUAL PROPERTY

- 13.1** Each Authority will retain all Intellectual Property in its Material.
- 13.2** Each Authority will grant all of the other Authorities a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its Material for the Procurement Milestones and any other purpose resulting from the Procurement Milestones whether or not the Authority granting the licence remains a party to this Agreement or the Procurement Milestones.
- 13.3** Without prejudice to **Clause 13.1 (*Intellectual Property*)**, if more than one Authority owns or has a legal or beneficial right or interest in any aspect of the Material for any reason (including that no one Authority can demonstrate that it independently supplied or created the relevant Material without the help of one or more of the other Authorities), each of the Authorities who contributed to the relevant Material will grant to all other Authorities to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such Material as if all the other Authorities were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 13.4** For the avoidance of doubt, any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement will have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 13.5** Each Authority warrants that it has or will have the necessary rights to grant the licences set out in **Clauses 13.2 and 13.3 (*Intellectual Property*)** in respect of the Material to be licensed.
- 13.6** Each Authority shall indemnify the other Authorities against any loss arising out of any dispute or proceedings brought by a third-party alleging infringement of its intellectual property rights by use of that Authority's intellectual property for the purpose of the Project.

14 REMEDIATION

- 14.1** At any time the Chief Executive of any of the Authorities (the “First Authority”) may serve a notice on one of the other Authorities (the “Other Authority”) a “default Notice”, alleging that that Authority has failed to comply with its obligations under this Agreement, setting out any suggested remedial action and any damage which the First Authority has or is likely to suffer as a result of the alleged failure.
- 14.2** An Authority in receipt of a Default Notice shall have 14 days within which to serve on the Chief Executive of the First Authority who served the Default Notice a “Counternotice”, setting out in respect of every matter contained in the Default Notice proposals for the remediation of the alleged failure and making good any loss which the First Authority has suffered or may suffer as a result of the failure or the reasons why that alleged failure is disputed.
- 14.3** Within 14 days of receipt of a Counternotice, the Chief Executive of the First Authority shall send to the Chief Executive of the Other Authority a “Notice of Acceptance” of any proposals contained in the Counternotice in so far as those proposals are accepted by the First Authority, and may send a “Notice of Dispute” in so far as no proposal satisfactory to the First Authority is contained in the Counternotice, setting out in respect of each proposal which is not accepted by the First Authority why it is considered to be unacceptable.
- 14.4** Where any proposal in a Counternotice is accepted in a Notice of Acceptance, the Other Authority shall implement that proposal as soon as reasonably practicable.
- 14.5** Where any matter is contained in a Notice of Dispute, it shall fall to be dealt with under the Disputes Procedure set out in **Clause 17**.

15 WITHDRAWAL DURING THE PROCUREMENT EXERCISE

- 15.1** Each Authority acknowledges that, if it withdraws from this Agreement, that withdrawal is likely to cause additional cost to the other Authorities including, but not limited to, the cost of undertaking a separate procurement and the costs attendant upon the delayed availability of the services and/ or facilities which would enable it to secure the effective treatment and disposal of waste.
- 15.2** Each Authority agrees that in the event that it gives notice of withdrawal (such notice to be in writing to each Authority to the other Authorities), it will indemnify the other Authorities against any unmitigable **loss** or expense as a direct result of its withdrawal from this Agreement, to the extent that the other Authorities will be entitled to **compensation** to place them in the same position they would have been in, had the notice of withdrawal not been issued. The Authorities shall provide the withdrawing Authority with any information they

may reasonably require in order to assess the validity of any claim to **compensation**.

15.3 Where any Authority withdraws from this Agreement:

15.3.1 The obligations of that Authority in respect of the furtherance of the Project shall cease on such withdrawal;

15.3.2 The Agreement shall continue in force as respect any financial liabilities which have arisen or may arise out of the performance of this Agreement;

15.3.3 The Agreement shall remain in force in respect of any liability of any Authority to indemnify the other Authorities under this **Clause** of the Agreement; and

15.3.4 **Clause 17 (*Dispute Resolution*)** of this Agreement shall remain in force in respect of any of the matters arising from the performance of or withdrawal of any Authority under this Agreement.

16 CONCLUSION OF THE SECOND INTER AUTHORITY AGREEMENT

16.1 The Authorities will enter into the Second Inter Authority Agreement at the time of the successful award of the Project Agreement as soon as reasonably practicable and in any event within [6] [8] weeks following the successful award of the Project Agreement.

16.2 The Second Inter Authority Agreement shall include:

16.2.1 Full drafting based on and worked up from the Heads of Terms; and

16.2.2 Such other provisions as the Authorities agree (or as may be determined by the dispute resolution procedure in **Clause 17 (*Dispute Resolution Procedure*)** as a consequence of the terms of the Project Agreement.

16.3 The Authorities shall individually and jointly use all reasonable endeavours to negotiate and agree the Second Inter Authority Agreement in conjunction with the negotiation and agreement of the Project Agreement.

16.4 The reference to “all reasonable endeavours” in **Clause 16.3 (*Conclusion of the Second Inter Authority Agreement*)** shall include a requirement on all Authorities to:

16.4.1 (without prejudice to **Clause 3.4 (*Principles and Key Objectives*)**) at all times act in good faith;

16.4.2 Acknowledge that the Authorities have agreed that the Heads of Terms will be expanded to become the Second Inter Authority Agreement and, accordingly, no Authority shall attempt to move significantly away from their intention or purpose;

16.4.3 Ensure that sufficient time is set aside to conduct the negotiations on the terms of the Second Inter Authority Agreement either through correspondence or by holding meetings or a combination of both to ensure that the terms of the Second Inter Authority Agreement are agreed in accordance with the timetable envisaged in **Clause 16.1 (Conclusion of the Second Inter Authority Agreement)**;

16.5 If a dispute or difference arises between the Authorities in relation to a provision of the Second Inter Authority Agreement and such dispute or difference cannot be settled by the Authorities within ten (10) Business Days of it first arising, any Authority may refer such dispute or difference for determination in accordance with **Clause 17 (Dispute Resolution)**.

17 DISPUTE RESOLUTION

17.1 Any disputes and/or disagreements arising under or in connection with this Agreement shall be resolved in accordance with this Clause.

17.2 If a dispute and/or disagreement arises in relation to any aspect of this Agreement, then, save in relation to disputes or disagreements relating to a Matter Reserved to Authorities, the Project Board shall meet within ten (10) Business Days of notification of the occurrence of such dispute and attempt to resolve the disputed matter in good faith.

17.3 In relation to a dispute or disagreement relating to a Matter Reserved to Authorities, or if the Project Board fails to resolve a dispute or disagreement within five (5) Business Days of meeting pursuant to **Clause 16.2**, or fails to meet in accordance with the timescales set out in **Clause 16.2**, then the Project Board or any Authority as appropriate may refer the matter for resolution to:

17.3.1 The Joint Leaders/Members Meeting;

17.3.2 The CIWM or such other party as the Authorities may agree (or the CIWM may direct) for resolution by him; or

17.3.3 The exclusive jurisdiction of the Courts of England otherwise.

17.4 Any dispute and/or disagreement to be determined by the Joint Leaders Meeting, CIWM or the Courts of England (as the case may be) under this Agreement shall be promptly referred for determination to him/them.

- 17.5** The Authorities shall on request promptly supply to the Joint Leaders Meeting or CIWM all such assistance, documents and information as may be required for the purpose of determination and the Authorities shall use all reasonable endeavours to procure the prompt determination of such reference.
- 17.6** The CIWM shall be deemed to act as an expert and not as an arbitrator and his determination shall (in the absence of manifest error) be conclusive and binding upon the Authorities.
- 17.7** The costs of the resolution of any dispute and/or disagreement between the Authorities under this Agreement shall be borne equally by the Authorities to the dispute in question save as may be otherwise directed by the Joint Leaders Meeting, CIWM or the Courts of England (as the case may be).

18 COMMENCEMENT, DURATION AND TERMINATION

- 18.1** This Agreement shall continue in full force and effect from the Commencement Date until the earliest of the following dates:

18.1.1 the Authorities agree in writing to its termination;

18.1.2 there is only one remaining Authority who has not withdrawn from the Agreement in accordance with **Clause 15 (*Withdrawal during the Procurement Exercise*)**; or

18.1.3 the date of execution of the Project Agreement.

- 18.2** Without prejudice to any other rights or remedies of the Authorities, this Agreement may be terminated in relation to any Authority ("**Defaulter**") by the other Authorities ("**Non-Defaulting Parties**") acting unanimously in giving written notice to the Defaulter effective on receipt where the Defaulter breaches any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within five (5) Business Days of being notified of each breach in writing by the Non-Defaulting Parties and being required to remedy the same.

19 CONSEQUENCES OF TERMINATION

- 19.1** If the Agreement is terminated in accordance with **Clause 18.1. (*Termination*)**, save for the obligations set out in **Clause 11 (*Commitment of the Authorities and Contributions*)**, **Clause 12 (*Sites*)** and **Clause 20 (*Confidentiality and Announcements*)**, the Authorities shall be released from their respective obligations described in this Agreement.
- 19.2** Where an Authority withdraws from the Project and this Agreement in accordance with **Clause 15 (*Withdrawal during the Procurement Exercise*)**

or is a Defaulter and this Agreement is terminated in respect of that Authority in accordance with **Clause 18.2. (Termination)**, the withdrawing or Defaulter Authority shall, if the other Authority or Authorities so require by notice given before the expiry of the period of two (2) months' of the date of such withdrawing Authority's withdrawal or the termination of this Agreement in respect of that Authority as Defaulter, transfer to any one or all of such other Authorities any property acquired and/or secured by such withdrawing Authority or Defaulter for the purposes of the Project at cost (taking into account any contribution made to that cost to the withdrawing or Defaulter Authority from another Authority).

19.3 The Authorities acknowledge and agree that:

19.3.1 the Project has been modelled on the basis of participation by the Authorities and that there are considerable economic benefits to be achieved as a result of such joint working; and

19.3.2 accordingly, save for the circumstances described in **Clause 18.1. (Termination)** or **Clause 15 (Withdrawal during the Procurement Milestones)**, in the event that this Agreement is terminated in relation to any Authority pursuant to **Clause 18.2. (Termination)** or that any Authority otherwise fails to conclude the Second Inter Authority Agreement pursuant to the provisions of **Clause 16 (Conclusion of Second Inter Authority Agreement)** such Defaulter shall, subject to **Clause 19.4. (Consequences of Termination)**, be liable to the Non-Defaulting Authority or Authorities for their consequential loss, including their reasonable and properly incurred abortive costs incurred in the Project (including but not necessarily limited to the costs of legal, financial and technical advice) any costs, claims and damages payable by the Non-Defaulting Authority or Authorities arising from claims from bidders in respect of their abortive costs and costs of re-commissioning alternative provision for the Project, loss of external funding and additional costs as a consequence of the delayed availability of the facilities which were proposed to be procured under the Contract.

19.4 Notwithstanding the provisions of **Clause 19.3. (Consequences of Termination)** the Authorities shall not agree or enter into discussions with a view to agreeing with any Bidder (including any Bidder appointed as preferred or reserved Bidder for the Project) that any of them is or will become liable to that Bidder at the time in question or in the future for any abortive or similar costs or damages of that bidder or its advisers.

20 CONFIDENTIALITY AND ANNOUNCEMENTS

- 20.1** Each Authority shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) any confidential information about the business of and/or belonging to any other Authority which has come to its attention as a result of or in connection with this Agreement, in particular (but without prejudice to the generality of the foregoing) confidential information relating to the Second Inter Authority Agreement and/or the Project Agreement.
- 20.2** The obligation set out in **Clause 20.1 (*Confidentiality and Announcements*)** shall not relate to information which:
- 20.2.1 any matter which a party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this Clause;
 - 20.2.2 any disclosure to enable a determination to be made under **Clause 17 (*Dispute Resolution*)**;
 - 20.2.3 any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon the party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental regulatory authority concerned;
 - 20.2.4 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - 20.2.5 any disclosure of information by any Authority to any other department, office or agency of the Government or their respective advisers or to any person engaged in providing services to the Authority for any purpose related to or ancillary to the Contract; or
 - 20.2.6 any provision of information to the Authorities' own professional advisers or insurance advisers.
- 20.3** Where disclosure is permitted under **Clause 20.2.3. or Clause 20.2.4. (*Confidentiality and Announcements*)**, the recipient of the information shall be subject to a similar obligation of confidentiality as that contained in this **Clause 20 (*Confidentiality and Announcements*)** and the disclosing Authority shall make this known to the recipient of the information.

- 20.4** No Authority shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement and/or the Second Inter Authority Agreement and/or the Project Agreement which is not in accordance with the Communications Strategy as set out in **Schedule 12** (excluding any disclosure required by legal or regulatory requirements).

21 FREEDOM OF INFORMATION

- 21.1** Each Authority acknowledges that all of the Authorities are subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and each Authority shall where reasonable assist and co-operate with any other Authority (at their own expense) to enable that other Authority to comply with these information disclosure obligations.

- 21.2** Where an Authority receives a request for information under either the FOIA or the EIR in relation to information which it is holding on behalf of any of the other Authorities in relation to the Project, it shall (and shall procure that its consultants and/or sub-contractors shall):

21.2.1 transfer the request for information to the other Authority as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;

21.2.2 provide the other Authority with a copy of all information in its possession or power in the form that the Authority requires within ten (10) Business Days (or such longer period as the Authority may specify) of the Authority requesting that information; and

21.2.3 provide all necessary assistance as reasonably requested by the other Authority to enable the Authority to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

- 21.3** Where an Authority receives a request for information under the FOIA or the EIR which relates to the Agreement or the Project, it shall inform the other Authorities of the request for information as soon as practicable after receipt and in any event at least two (2) Business Days before disclosure and shall use all reasonable endeavours to consult with the other Authorities prior to disclosure and shall consider all representations made by the other Authority in relation to the decision whether or not to disclose the information requested.

- 21.4** The Authorities shall be responsible for determining in their absolute discretion whether any information requested from them under the FOIA or the EIR:

21.4.1 is exempt from disclosure under the FOIA or the EIR; or

21.4.2 is to be disclosed in response to a request for information.

21.5 Each Authority acknowledges that the other Authorities may be obliged under the FOIA or the EIR to disclose information:

21.5.1 without consulting the other Authority where it has not been practicable to achieve such consultation; or

21.5.2 following consultation with the other Authorities and having taken their views into account.

22 NO AGENCY OR PARTNERSHIP

22.1 Save as expressly provided otherwise in this Agreement or where a statutory provision otherwise requires, the Authorities shall not in any way whatsoever:

22.1.1 be, act or hold themselves out as an agent of the other;

22.1.2 make any representations or give any warranties to third parties on behalf or in respect of the other; or

22.1.3 bind or hold themselves out as having authority or power to bind the other.

22.2 Nothing in this Agreement shall create, or be deemed to create, a partnership between the Authorities.

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

24 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Authorities in relation to its subject matter and supersedes all prior representations, arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating to the same.

25 INCONSISTENCY

This Agreement and its Schedules shall be read and taken together. In the event of any inconsistency or conflict between these terms and conditions in this Agreement and the contents of any of the Schedules these terms and conditions shall prevail.

26 SEVERANCE

In the event of any provision of this Agreement being or becoming legally ineffective or unenforceable the remaining provisions of this Agreement shall not be invalidated.

27 WAIVER

- 27.1** The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute or shall not be construed as a waiver of the right or remedy or a waiver of other rights or remedies nor effect the validity of this Agreement.
- 27.2** A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 27.3** A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent an Authority from subsequently requiring compliance with the waived obligation.

28 AMENDMENTS

No amendment to this Agreement shall be binding unless it is in writing and signed by the duly authorised representatives of each of the Authorities and expressed to be for the purpose of such amendment.

29 LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of England and the Authorities irrevocably submit to the exclusive jurisdiction of the English courts.

30 NOTICES

- 30.1** Any notice required to be given by either Authority pursuant to or in connection with this Agreement shall not be effective unless given in writing and sent by first class post or delivered by hand or facsimile transmission to the address of the Authority set out above or such alternative address as may be notified in accordance with **Clause 30.3 (Notices)**.
- 30.2** A notice served in accordance with **Clause 30.1 (Notices)** shall be deemed to have been duly served when received except that:
- 30.2.1 subject to **Clause 30.2.2 (Notices)** if it is received between 4 pm on a Business Day and 9 am on the immediately following Business Day it

shall be deemed to have been served at 9 am on the second of such Business Days; and

30.2.2 if given or made by facsimile transmission, it shall be deemed to have been received once an uninterrupted communication report has been generated, provided the Authority to whom the notice is to be transmitted has not notified the Authority giving or making the notice that the facsimile is unintelligible or incomplete.

30.3 Each Authority shall notify the other in writing within five (5) Business Days of any change in its address for service.

31 GENERAL

31.1 Nothing contained or implied herein shall prejudice or affect the Authorities' rights and powers, duties and obligations in the exercise of their functions as Local Authorities and/or in any other capacity and all rights, powers, discretions, duties and obligations of the Authorities under all Laws may at all times be fully and effectually exercised as if the Authorities were not a party to this Agreement and as if the Agreement had not been made.

31.2 This Agreement is personal to the Authorities and no Authority shall assign, transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this Agreement.

31.3 Each Authority shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Authority is entitled to bring a claim against another Authority pursuant to this Agreement.

31.4 Save where otherwise provided, the Authorities will pay interest on any amount payable under this Agreement not paid on the due date from that date to the date of payment at a rate equal to 4% above the base rate from time to time of Barclays Bank Plc (the "**Prescribed Rate**").

32 COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which so executed will be an original but together will constitute one and the same instrument.

33 COSTS

The Authorities shall be responsible for paying their own respective costs and expenses in relation to the preparation, execution and implementation of this Agreement, except as expressly provided in this Agreement.

IN WITNESS WHEREOF this Deed has been executed on the day and year first above written.

The Common Seal of the
Hartlepool Borough
is hereunto affixed in the presence of

.....

The Common Seal of the
Y Council
is hereunto affixed in the presence of

.....

The Common Seal of the
Z Council
is hereunto affixed in the presence of

.....

SCHEDULE 1**PROCUREMENT MILESTONES****Procurement Milestones**

MILESTONE KEY PROCUREMENT FUNCTION	PROJECT DIRECTOR MATTER	PROJECT BOARD MATTER	MATTER RESERVED TO AUTHORITIES
1. Procurement of external advisers to the Project	Yes		
2. Approval and confirmation of external advisers to the Project		Yes	
3. Review of the Outline Business Case		Yes	
4. Agreement as to recommendation for the Authorities to procure an Option and/or Site.		Yes	
5. Decision to acquire an option on or any or all of the Sites			Yes
6. Drafting and issuing Prior Indicative Notice	Yes		
34 Preparation of the Descriptive Document and Selection Questionnaire ("SQ")	Yes		
35 Agreeing final version of the Descriptive Document and SQ		Yes	
36 Drafting Procurement Notice	Yes		
37 Agreeing Procurement Notice		Yes	
38 Issuing Procurement Notice	Yes		
39 Preparation of Evaluation Criteria for all stages of the procurement process	Yes		
40 Agreeing Evaluation Criteria for all stages of the procurement process		Yes	
41 Organising open days prior to return of SQ's and Expressions of Interest	Yes		

MILESTONE KEY PROCUREMENT FUNCTION	PROJECT DIRECTOR MATTER	PROJECT BOARD MATTER	MATTER RESERVED TO AUTHORITIES
42 Evaluation and Long-listing of Bidders	Yes		
43 Agreement of long list		Yes	
44 Inform successful and unsuccessful applicants.	Yes		
45 Drafting Invitation to Participate in Dialogue ("IPD")	Yes		
46 Reviewing IPD		Yes	
47 Agreeing IPD			Yes
48 Issue IPD	Yes		
49 Arrange the interviews/bidder presentations	Yes		
50 Evaluation and short listing of IPD bidders	Yes		
51 Provisional agreement to IPD shortlist		Yes	
52 Final agreement to IPD shortlist			Yes
53 Provisional selection of Bidders to go to Final Stage	Yes		
54 Review of evaluation and selection of Bidders to go to Final Stage.		Yes	
55 Final approval of evaluation and selection bidders to go to Final Stage			Yes
56 Evaluation of final Bids and selection of Preferred Bidder	Yes		
57 Review of final Bids and selection of Preferred Bidder		Yes	
58 Agreement to selection of Preferred Bidder			Yes
59 Clarification and Final Close	Yes		Yes
60 Dispatch of Alcatel letters			

MILESTONE KEY PROCUREMENT FUNCTION	PROJECT DIRECTOR MATTER	PROJECT BOARD MATTER	MATTER RESERVED TO AUTHORITIES
61 Agreement and execution of Project Agreement and Second Inter Authority Agreement			Yes
62 Collation of information and provision of information in respect of Project Agreement award procedures required under Regulation 23 Public Services Contracts Regulations	Yes		
63 Approval of additional expenditure for the Project in excess of the £ million budget referred to in the Outline Business Case			Yes

NB Gateway Reviews to be included in the Milestones.

SCHEDULE 2

Project Board

Hartlepool Borough

Z Council

Y Council

Or appropriate deputies

SCHEDULE 3**Project Team**

Project Team Role	Name	Organisation	Position
Project Director			
Waste Manager			
Adviser			
Lead Finance Adviser			
Lead Communications Adviser			
Lead Legal Adviser			
Lead Planning Adviser			

Note: To include all advisers.

SCHEDULE 4

[Drafting Note: to be inserted]

PART 1 OPTIONS ON SITES

Location of Site	Acquiring Party	Contributing Parties	Pro-rata Contribution
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PART 2 SITES

Location of Site	Acquiring Party	Contributing Parties	Pro-rata Contribution
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SCHEDULE 5

Heads of Terms

The following heads of terms have been agreed between the Authorities to be expanded to become the Second Inter Authority Agreement to be negotiated and entered into in accordance with the provisions of this agreement. These heads of terms are intended to explain in plain language the intentions and roles of the Authorities.

The Authorities accept responsibility for costs in relation to the Project on the equitable basis of not actively seeking betterment out of the Inter Authority Agreement to the detriment of the other parties, thus attaining pecuniary advantage.

1 Joint Decision-Making

It is essential at construction and operational phases of the Project to have joint decision-making at both member and officer level. The Authorities are using the Lead Authority model in the IAA for the procurement phase. The Lead Authority Model will also be adopted in the Second Inter Authority Agreement.

There will be a graded set of decision classifications so that decision making is at an appropriate level through delegated authorities, reserving critical (executive) decisions for all three Authorities. Timescales for decision making will be introduced.

On-going management of the Project will involve a number of areas that require consents or approvals. Some of these may fall to be decided by a single Authority (for example, where only its operations or facilities are affected). Others will require unanimity (for example, changes in key sub-contractors by the contractor or in its funding arrangements). Other areas may permit majority voting, but these are likely to be few.

2 Appointment of one Authority as sole contracting Authority⁴

[The Authorities will need to authorise the appointment of an Authority as the sole contracting Authority and that each of the other *[insert number]* Authorities would indemnify the contracting Authority accordingly. Reciprocal indemnities would be given by the contracting Authority to the other *[insert number]* authorities.]

3 Project and Financial Management

⁴ Identical resolutions in respect of indemnities to be passed by each authority are recommended. Note that authorities will need to carefully consider this clause depending on which parties are entering into the Project Agreement with the Contractor.

The contracting Authority shall appoint a contract manager to manage the Project Agreement and the Project generally.

Best practice Project Management arrangements will also be in place.

A single interface will be essential in the contract management of the construction phase(s) of the Project and, and a common approach, will need to be considered in the context of matters requiring consent of the Authorities under the Project and areas such as Changes in requirements. There will need to be a coordinated approach between the Authorities in respect of the day to day management of the operational phase(s) of the ultimate waste solution(s).

The *[insert number]* Authorities will need to devise a method of payment of the Unitary Charge to the Contractor.

4 **Allocation of Contract Operational and Capital/Borrowing Costs of Ultimate Waste Solution, and Third Party or other Income.**

All Costs (whether revenue including taxation or capital including land/property) associated with the Project waste solution, or third party income, profit share, refinancing gains derived from the Agreement will be shared between the Authorities in proportions which accord with their relative tonnages of waste which are subject to this Project Agreement at its date of commencement, and if more than one ultimate waste solution then in the proportions which accord with their relevant tonnages of waste delivered to each solution at the date of commencement of operation of that solution. This may be subject to the Change Protocol particularly in terms of tonnages of waste.⁵

5 **Volume Obligations relating to the Contract Waste**

There will be an obligation on the Authorities to commit all its residual waste in volume to be agreed for the purposes of meeting the tonnage requirements under the Project Agreement except for a de minimis level of residual waste that by its nature in terms of composition or structure must go to landfill. The Authorities will undertake to each other not to commission and or undertake any procurement and/or project that seeks or would procure the delivery of all or any part of the Project outside the terms of the Project Agreement subject to partial termination at Paragraph 9 below.

6 **Single approach, Changes in the Project, and dispute resolution**

⁵ It is acknowledged that there may be circumstances where departures from the adjustment to the simple tonnage formula may be considered for specific local circumstances.

To maximise the economies of scale within the Project, the Authorities will need to determine a level of commonality in the Project documentation (for example, in the Construction Requirements and Service Specifications) and provide a single interface (wherever possible) with the Contractor.

There will be a Change Protocol in the Project Agreement (changes may include for e.g. in-service levels, waste tonnages, sites and opening hours). In requesting a Change, however, the impact on the other Authorities would need to be considered and addressed (as appropriate) by the Authority requesting the Change.

Where an Authority requests an a change and said change relates to a Services used exclusively by the requesting Authority then the total cost will be paid by that Authority.

Where an Authorities Change concerns a Services which together are not exclusively used by one Authority then the total cost will be shared by those Authorities using benefiting from the Change

There may be grounds where a Change is not feasible, perhaps where this would prejudice the operations of one of the Authorities. An example might be a change in policy/strategy of one Authority which impacts on the individual business cases at financial close of the other *[insert number]* Authorities. Matters such as these may require a “veto” right for the Authority that would be prejudiced.

A method of dispute resolution will need to be settled in case of disputes arising between the Authorities and a single approach by the Authorities in a dispute with the Contractor.

7 Termination

The Authorities will need to agree the level of compensation payable by an Authority wishing to terminate on a voluntary basis and how it is to be paid and received by the other Authorities.

8 Payment Mechanism and Performance Monitoring

The extent to which each Authority is liable to contribute to the Unitary Charge will need to be addressed and agreed. This may be on a straight tonnage basis or on a composition of the waste supplied to the Contractor.

Where the Service is deficient or there are incidences of deductions, there may be an abatement to the Unitary Charge or there may be increased costs due to the alternative costs of disposal. Deductions from payments may be incapable of individual attribution to any particular Authority and will need to be

apportioned on an agreed basis across the payments. Areas where direct attribution can be made will need to be discussed and settled.

To the extent that defaults can arise in relation to a single Authority (as opposed to across all Authorities), the relevant triggers for remedies will need to be settled on an individual and aggregate basis.

9 **Liability to the Contractor caused by one of the Authorities**

Actions taken by one Authority may give rise to a liability for that Authority or all other Authorities to the Contractor. The extent of recompense to the Contractor and/or to the other Authorities will need to be settled.

Some liabilities will need to be shared on a straight percentage of tonnage basis where they cannot be attributed to the actions of a single Authority. Others, for example, failure to grant access to a site by one Authority, are clearly the responsibility of a single Authority. Such a failure to give access may cause delay in the construction programme for all Authorities and the Contractor may claim a Delay Event or Compensation Event. In addition to payments to be made to the Contractor as a result of this, the other Authorities may incur additional costs. The Authority “at fault” would need to pay for these, as appropriate.

10 **TUPE**

Where staff are transferred under TUPE to the Contractor by all Authorities, the costs will be blended into the Unitary Charge. The extent to which there should be any cross accounting between the Authorities to recognise the differences in terms and conditions between these staff will need to be considered. The Contractor is likely to upgrade all staff transferred to the highest level to avoid claims of constructive dismissal and in order to comply with the Code on Two Tier Workforces. Consideration will need to be given to the staff on termination, partial termination or expiry of the Project Agreement.

11 **Insurance**

Insurance issues for each of the Authorities in respect of their liabilities to the Contractor and/or each other will need to be considered in detail. It will be necessary to determine the handling and application of Insurance proceeds.

12 **Site risks**

Whether risks associated with ground conditions or contamination that do not fall to be borne by the private sector fall to be borne by one, two or all three Authorities will depend upon which ultimate waste solution is located at that

Site and which Authority proposes to use that solution. Sharing of the liability for these issues will need to be addressed.

The Authorities may need to agree a mechanism which evaluates and moderates the impact of the final Site(s) for the ultimate waste solution(s) as between the three Authorities.

Planning and Licensing are regulatory matters for each Authority. Additional and/or external costs associated with applications in respect of Sites will be Costs associated with the ultimate waste solution and will be allocated in accordance with Paragraph 4 above.

13 **Destination of assets on expiry or early termination**

The Authorities will need to agree between themselves the ultimate destination and ownership of assets on expiry or earlier termination of the Project. During the Project, appropriate land arrangements can be put into place. On termination or expiry, however, continued access to the facilities should be considered and planned. This is another area of potential complication where part of the Project could terminate early as opposed to termination of the whole Project. The Authorities will need to agree responsibility for the remediation of land after expiry, or termination of the Project Agreement.

14 **Legislative change**

Any costs/risks associated with a Change in Law will be shared between the Authorities in proportions which accord with their relative tonnages of waste which are subject to the Project Agreement, and if more than one ultimate waste solution, then in the proportions which accord with their relevant tonnages of waste delivered to each solution proportionately according to the level of costs/risks brought about by the change in law in relation to each solution.

15 **Interfaces with Other Waste Projects:**

Consideration will need to be given to the interface between this Project and other waste projects across all *[insert number]* Authorities outside the scope of this Agreement and associated timescales and risks. The Authorities will need to ensure that their commercial arrangements for Waste Collection align with the service under the Project Agreement

16 **Boiler Plate Clauses⁶**

Definitions and interpretation

⁶ Authorities to insert boiler plate clauses here.

Recitals

Commencement and duration

Assignment

Complete agreement

Maladministration, Fraud and Anti corruption

Notices

Jurisdiction

Waiver

Third party rights

FoI/ EIR

Confidentiality and DPA

No agency/partnership (otherwise than under the agreement)

Severability

Force Majeure

Variation.

17 **Step Down**

Agreement as to what level of detail should be included in terms of stepping down the rights and liabilities from the PA needs to be reached by the authorities.

SCHEDULE 6

[Drafting Note: to be inserted]

Accounting Period (Financial Year [/])

Year	Month	Start of Accounting Period	End of Accounting Period
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SCHEDULE 7

Heads of Expenditure

[DN : To be inserted]

Authority:

Accounting Period:

Certified Correct _____
(Signed) (Date)

SCHEDULE 8

Part 1 - Role of Project Director

[Drafting Note: to be inserted]

Part 2 – Duties of Project Director

[Drafting Note: to be inserted]

SCHEDULE 9

Project Board Terms of Reference

[Drafting Note: to be inserted – to include formal reporting back to the constituent authorities.]

SCHEDULE 10

Communications Strategy

SCHEDULE 11

Outline Business Case

SCHEDULE 12

Services and Duties



APPENDIX 3

Title: Tees Valley Waste Project Board, established August 2019

Purpose / role of the group:

- To manage and implement the Outline Business Case for the procurement residual waste treatment solution to ensure the Tees Valley Local Authorities have a residual waste disposal provision after the expiration of current contracts in March 2025.
- To determine the optimal solution regarding the treatment and disposal of residual waste for the period 2025-2050.
- Appoint Programme Director and set up project delivery team
- Determine Governance structure
- Develop a detailed Procurement strategy
- Develop and agree Inter Authority Agreement between the Tees Valley Authorities and other Partner Authorities
- Provide strategic oversight for Project Director
- Manage and commission Technical advisors
- Receive Project update reports

Group established on behalf of the five Tees Valley local authorities

Key Objectives

- Work to the key objectives of the Strategic joint waste management strategy
- Maintain a unified approach for Tees Valley and contribute positively to the local circular economy
- Contribute towards becoming an exemplar region for clean energy and low carbon
- Maximise competition (by offering a site to the market with planning) and obtain value for money
- Seek local heat and electricity offtake
- Contribute positively to the future regeneration and infrastructure of key development sites.
- Promote jobs and growth

Membership:

Group Chair and Project Sponsor	Denise McGuckin, Director for Regeneration & Neighbourhoods, Hartlepool Borough Council
TV Local Authority representatives	Chris Little, Director of Finance and Policy, Hartlepool Borough Council Richard McGuckin, Director for Economic Growth, Stockton Borough Council Geoff Field, Director of Environment and Commercial Services. Middlesbrough Borough Council Sarah Hutchinson, Darlington Borough Council Will Gander, Interim Assistant Director, Redcar Borough Council - TBC
Programme Director	Stephen Foster, Local Partnerships
TVCA	Gary McDonald, Director of Resources
Local Partnerships	Dr Daryl Hill
Admin support	Garry Fisher, Middlesbrough Borough Council
Advisors	Technical, Financial and legal advisors will be commissioned during the project in relation to specific workstreams
Other	There may be occasions where representatives from specific organisations will be invited to attend and provide updates to the board

A stakeholder board for potential partner local authorities outside of the Tees Valley to be considered following determination of their OBC.

Accountability:

- Members of the board will be responsible for ensuring their organisation are kept informed of the progress of board in line with their governance structures.
- The Programme Sponsor & Director will be responsible for reporting to the TV Chief Executives.
- The Programme Sponsor & Director will be responsible for providing updates to other groups as requested e.g. the Directors of Finance and Resources as required.
- The Programme Sponsor & Director will be responsible for providing updates to a stakeholder board which will be determined following September 2019.

Review:

- Terms of reference will be reviewed in terms of the relevance and value of its work every six months.

Working methods / ways of working:

- Regular meetings will be diarised.
- Programme Director Update/progress reports will be provided at each meeting which will include amongst other items progress against programme, key risks and mitigations.
- The TV Waste Management Group to be tasked with duties associated with this project.

Meetings

- Meetings will be held monthly and the frequency reviewed after 6 months.
- Meetings will be held at TVCA offices, Cavendish House, Stockton-On-Tees.
- The Project Sponsor will organise and chair the meetings
- Agenda items to be agreed by the Project Sponsor 7 business days prior to circulation
- Meeting papers will be circulated at least 3 business days before the date of the meeting
- Non-members will be invited to meetings and as and when required
- Secretariat for the group will be provided by Middlesbrough Borough Council
- Information will be shared via Email.
- Confidential materials will be identified and it will be the responsibility of group members to ensure they are not shared wider than those involved.

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

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PLACE SCRUTINY COMMITTEE
24 OCTOBER 2019

**SCRUTINY COMMITTEES –
 PROPOSED TERMS OF REFERENCE**

SUMMARY REPORT

Purpose of the Report

1. To consider proposed changes to the Terms of Reference for the Council's Scrutiny Committees.

Summary

2. The Leader intends to implement a number of changes to the Cabinet Portfolios, to take effect from December 2019.
3. Officers have been requested to review the current Terms of Reference for the Council's Scrutiny Committee's with a view to aligning them more closely with the Cabinet Portfolios.
4. A number of amendments have therefore been proposed and Members are requested to consider the terms of reference specific to this Scrutiny Committee and make any comments or suggestions thereon for subsequence consideration by full Council.
5. Full details of the changes being made to the Cabinet Portfolios are set out in **(Appendix 1)**. The changes are highlighted by 'track changes'.
6. It is suggested that a number of changes are made to realign the remit and names of the Scrutiny Committees, so that they correlate better to the changes being made to the Cabinet portfolios. This is set out in the table below:

Scrutiny Committee	Re-named Scrutiny Committee	Main Changes
Efficiency and Resources	Economy and Resources	To mirror the Economy and Resources Portfolios
Adults and Housing	Adults	To mirror the Adults Portfolio
Health and Partnerships	Health and Housing	To mirror the Health and Housing Portfolio
Children and Young People	No change	To mirror the Children and Young People Portfolio
Place	Communities and Local Services	To mirror the Stronger Communities and Local Services Portfolios

7. The proposed Terms of Reference are set out at **Appendix 2**.
8. It is intended that a report will be submitted to the Ordinary Meeting of Council scheduled to be held on 5 December 2019, requesting Members to consider and approve the suggested Terms of Reference and for the necessary Constitutional changes to be made.
9. It is suggested that the revised arrangements become effective immediately following the decision made by Council on 5 December 2019.

Recommendation

10. Members are requested to consider the proposed changes to this Scrutiny Committee and make any comments or suggestions thereon.

Paul Wildsmith
Managing Director

Background Papers

There were no background papers used in the preparation of this report.

Shirley Burton: Extension 5998

S17 Crime and Disorder	This report has no implications for Crime and Disorder
Health and Well Being	This report has no direct implications to the Health and Well Being of residents of Darlington.
Carbon Impact	There are no issues which this report needs to address.
Diversity	There are no issues relating to diversity which this report needs to address
Wards Affected	The impact of the report on any individual Ward is considered to be minimal.
Groups Affected	The impact of the report on any individual Group is considered to be minimal.
Budget and Policy Framework	This report does not represent a change to the budget and policy framework.
Key Decision	This is not a key decision.
Urgent Decision	This is not an urgent decision
One Darlington: Perfectly Placed	The report contributes to the Sustainable Community Strategy in a number of ways through the involvement of Members in contributing to the delivery of the five themes.
Efficiency	The Work Programmes are integral to scrutinising and monitoring services efficiently (and effectively), however this report does not identify specific efficiency savings.
Impact on Looked After Children and Care Leavers	This report has no impact on Looked After Children or Care Leavers

SCHEDULE 2

THE EXECUTIVE

The Executive's Terms of Reference

Executive Portfolios

Delegation of Executive Functions

Executive Scheme of Members' Delegation

CABINET

MEMBERSHIP	
DARLINGTON BOROUGH COUNCIL 8 Conservative Group Members	
OTHER MEMBERS	0
TOTAL MEMBERSHIP –	8
QUORUM –	3

ROLE –

Cabinet will carry out all of the Local Authority's functions which are not the responsibility of any other part of the Local Authority, whether by law or under this Constitution.

Form and Composition -

Cabinet consists of the Leader and Deputy Leader and a number of other Members appointed by the Leader.

The Leader will decide the size of the Cabinet and allocate the Portfolios below to each Cabinet Member :-

Adults
Children and Young People;
Stronger Communities;
Economy;
Health and Housing;
Resources; and
Local Services.

Membership Protocols -

Cabinet Members cannot serve on Scrutiny Committees.

Cabinet Members cannot be the Mayor or Deputy Mayor.

Cabinet Members cannot be appointed as Chairs or Vice-Chairs on the Planning Applications or the Licensing Committees.

Roles and Responsibilities –

The Cabinet is made up of the Leader, Deputy Leader and six other Members. It has seven functional portfolios and has the following responsibilities:-

PORTFOLIO	RESPONSIBILITY
Collective Responsibilities	<ol style="list-style-type: none">1. All Cabinet Members will have the general responsibility to ensure the effective management and delivery of services within their areas of responsibility, and within the following framework :-<ul style="list-style-type: none">• the Council's overall strategic, corporate and policy objectives;• the budgets set for the services and this Council's Financial Procedure Rules; and• the Law and this Constitution.2. Collective responsibilities are :-<ol style="list-style-type: none">(a) developing, co-ordinating, promoting and submitting proposals on this Council's corporate strategies, policies, objectives and initiatives;(b) overseeing, developing, promoting and monitoring the performance of services provided directly by this Council within this Council's approved budget and policy framework;(c) overseeing services provided by joint arrangements with other Councils and agencies;

PORTFOLIO	RESPONSIBILITY
	<ul style="list-style-type: none"> (d) promoting the interests of the Borough, its residents, businesses and other organisations and taking a community leadership role across the public, voluntary and business sectors, to develop working links with and to monitor the work of, bodies providing public services in the Borough; (e) the formulation of the revenue and capital budgets for consideration by Council; and, in doing so consulting with Members and stakeholders in the community as necessary on the budget; and taking in-year decisions on resources and priorities to deliver strategies and the budget (within the discretions agreed for the time being by Council); (f) the maintenance and development of processes for effective communication and consultation with the community, consultation Forums and other agencies especially in relation to the Council's policies and strategies; (g) promoting the mainstreaming of equal opportunities, sustainability, social inclusion and health and community safety in relation to the provision of this Council's services, and the delivery of services in the Borough by other agencies; (h) dealing with all matters which are within the duties of this Council which are not specifically delegated to any other body within the democratic structure (i) maintaining and developing frequent and effective dialogue with all Members especially in relation to the work of the Scrutiny Committees; (j) seeking the advice of Scrutiny Committees

PORTFOLIO	RESPONSIBILITY
	<p>before taking significant decisions and being responsive to any recommendations those Committees may make and, where they differ from its own policy agenda, justifying its own policies to Council;</p> <p>(k) leading the community planning process in partnership with other agencies;</p> <p>(l) overseeing the development of the Council's Corporate Strategies and Policies;</p> <p>(m) ensuring that all relevant services represent value for money;</p> <p>(n) maintaining positive relationships with relevant external agencies such as the Council's Auditors;</p> <p>(o) being the focus for forming partnerships with other agencies, businesses and voluntary sector bodies;</p> <p>(p) recognising the possible impact of policies on implementing sustainable development;</p> <p>(q) having responsibility for contracts that are subject to Procurement;</p> <p>(r) considering and making recommendations on the Council's Capital and Revenue Medium-Term Financial Plans;</p> <p>(s) that, in relation to responsibility for land :-</p> <p style="padding-left: 40px;">(i) the Cabinet is the holding body for all Council-owned land;</p> <p style="padding-left: 40px;">(ii) the power to lodge planning applications to develop council land on behalf of the Council, be delegated to Chief Officers, subject to consultation with the relevant Cabinet Member; and</p>

PORTFOLIO	RESPONSIBILITY
	<p>(iii) the Cabinet is responsible for all disposals of land whether by sale, lease or licence and all acquisitions, taking into account any delegations and the Contract and Property Procedure Rules.</p> <p>(t) Corporate Risk Management;</p> <p>(u) Transformation projects, as required;</p> <p>(v) ensuring efficiency is fully taken into account when taking any decisions; and</p> <p>(w) ensuring resources within the portfolios are utilised in an efficient manner.</p>
Leader	<ol style="list-style-type: none"> 1. To appoint a Deputy Leader for a four-year term of office. 2. To appoint the number of Cabinet Members, a minimum of three and a maximum of nine, and allocate the Portfolio's to each Cabinet Member. 3. To make decisions, draw up the budget and make new policies alone or with Cabinet (a simple majority of Councillors can reject a proposal from the Leader/Cabinet). 4. To make arrangements for the discharge of the functions which under Regulations are the responding of Cabinet. 5. In addition to leadership of corporate strategy for the Council, including reputation, legislation, partnerships and policy, the Leader will :- <ul style="list-style-type: none"> • represent the Council as required at national and regional level and on Regional and Tees Valley bodies, including the Tees Valley Combined Authority; • lead on Transformation and the Business

PORTFOLIO	RESPONSIBILITY
	<p>Model; and</p> <ul style="list-style-type: none"> • lead on international partnerships and Town Twinning; • lead on Darlington Partnership
Deputy Leader	<ol style="list-style-type: none"> 1. To assist the Leader with her responsibilities. 2. To deputise for the Leader in her absence.
Economy	<ul style="list-style-type: none"> • ‘Place’ Strategy, Policy and Performance • Planning and Related Policy • Economy and Housing Policy • Environment, Urban Design, Heritage and Sustainability • Climate Change • Development Management (Local Planning Authority matters – except where delegated to Planning Applications Committee) <p>Economic Development and Regeneration:</p> <ul style="list-style-type: none"> • Employability • Business Support • Business Engagement • Inward Investment • Regeneration and Development • Town Centre • Environmental Health • Building Control •
Stronger Communities	<ul style="list-style-type: none"> • Policing • Community safety. • Council’s responsibilities for Fire and Rescue Services • Street Scene Enforcement • Illegal Encampments • Private Sector Housing • Licensing of premises (except where delegated to Licensing Committee) • Hackney carriage and private hire vehicles (except where delegated to the Licensing Committee) • Trading Standards and Animal Welfare

PORTFOLIO	RESPONSIBILITY
	<ul style="list-style-type: none"> • Co-ordination of the Council's responsibilities under the Floods and Water Act • Civil Contingencies and Emergency Planning • Parking Enforcement • CCTV • Voluntary sector • Community Development • Decision making on applications for community grants, subject to existing criteria • Equalities • Cabinet Champion for equalities
Children and Young People	<ul style="list-style-type: none"> • Education • Adult and Community Learning • Children's safeguarding and assessment • Looked after children (including fostering and adoption) • Care Leavers • Life Stages (0 – 25 years)
Resources	<ul style="list-style-type: none"> • Financial Management within the Council including Medium Term Financial (MTFP), Treasury management, local taxation and Risk management and Insurance • Oversight of Transformation and Business Model implementation • Oversight of the Council's Corporate Planning process including the Organisational Development Strategy (ODS), Performance management and the efficiency programme • Corporate Landlord, property and estates management • Corporate Procurement • Information Communication Technology (ICT) • Human Resources • Health and Safety • Communications and One Darlington magazine • Oversight of the Building Services division • Housing Benefits • The Council's Customer Strategy and oversight of the Council's Customer Services and insight functions • Legal/Democratic/Registrars

PORTFOLIO	RESPONSIBILITY
	<ul style="list-style-type: none"> • Oversight of the Councils Shared Services Partnership Xentrall Oversight of the capital projects and design services management
Adults	<ul style="list-style-type: none"> • Adult Mental Health • Mental Health Services for Older People, Mental Capacity Act/Deprivation of Liberty Safeguards, and Approved Mental Health Practitioners • Assessment and Reviews, Physical and Sensory Impairment, First Point of Contact, Safeguarding Adults, On-going and Complex Care and Occupational Therapy • Life Stages Services (26 years plus) • Day Services • Supported Living • Reablement • Learning Disability Services
Health and Housing	<ul style="list-style-type: none"> • Public Health functions • Integrated health commissioning • NHS <p>Sports and physical activity programme Dolphin Centre Eastbourne Sports Complex</p> <ul style="list-style-type: none"> • Council Housing Services including Lifeline and Homelessness
Local Services	<ul style="list-style-type: none"> • Street Scene Policy (refuse/recycling/street cleaning/grounds maintenance) • Crematorium and Cemeteries • Arboriculture • Countryside and Allotments • Parks, Open Spaces and Play Areas • Waste Management • Fleet Management and Maintenance •

PORTFOLIO	RESPONSIBILITY
	<p data-bbox="624 271 1046 521">Head of Steam Hippodrome Events and Programming Library Service Strategic Arts 2025</p> <p data-bbox="528 568 823 607">Transport Policy</p> <ul data-bbox="528 658 1410 1126" style="list-style-type: none"> <li data-bbox="528 658 1410 696">• Highway Authority responsibilities, including :- <ul data-bbox="576 701 1410 1126" style="list-style-type: none"> <li data-bbox="576 701 1410 824">• Transport and Highways Asset Management (roads, paths, rights of way, street lighting, traffic signals, signage); <li data-bbox="576 828 1410 907">• Transport and Highways Network Management and Improvement Schemes <li data-bbox="576 911 831 949">• Road Safety <li data-bbox="576 954 863 992">• Parking Policy <li data-bbox="576 996 1358 1075">• Supported Bus Services and Concessionary Fares <li data-bbox="576 1079 991 1126">• Sustainable Transport

Delegation of Executive Functions

The Executive has delegated some of its functions to an individual Cabinet Member and Officers, as detailed below:-

Individual Cabinet Member

1. The Cabinet has delegated the Executive Functions as detailed in the Executive Scheme of Members' Delegation.
2. Before taking decisions within his/her delegated authority, the individual Cabinet Member will seek advice from relevant officers.
3. The Individual Cabinet Member exercising decision making powers will ensure that proper records are kept of all decisions they take, in accordance with legal requirements.
4. Where the individual Cabinet Member has a prejudicial interest (as defined in the Members' Code of Conduct) in relation to any decision, he/she will not take that decision, but will ask the relevant Officer to refer the matter to the Cabinet for determination.

Officers

5. The Council's Cabinet has delegated to Officers, the Executive functions which are contained in the Officers Delegation Scheme which are shown to be Executive by the first column of the scheme. This column is to distinguish executive and non-executive functions in the Officers Delegation Scheme.
6. The delegation of these powers operates under Section 15 of the Local Government Act 2000 and all other powers enabling the Executive.
7. The Executive powers delegated to Officers are subject to the Cabinet Procedure Rules as set out in this Constitution.

Outside Body Appointments

8. Insofar as the making of appointments to outside bodies is an executive function, the Executive agrees that those appointments should be made as set out in Schedule 5.

Delegation to and from Other Local Authorities/Bodies

9. The Cabinet has delegated the powers to Stockton Borough Council under S19 Local Government Act 2000 to carry out executive functions for the delivery of ICT, print and design, transactional human resources and transactional finance.
10. The Cabinet has delegated the powers relating to the enforcement of the legislation as detailed below, to Redcar and Cleveland Borough Council and authorised officers employed within the National Trading Standards Regional Investigations Team (North East), in accordance with Section 101 of the Local Government Act 1972, and Section 13(7) of the Local Government Act :-
 - (a) Anti-Social Behaviour Act 2003;
 - (b) Business Protection from Misleading Marketing Regulations 2008
 - (c) Children and Families Act 2014;
 - (d) Companies Acts 1985 and 2006;
 - (e) Consumer Credits Acts 1974 and 2006;
 - (f) Consumer Protection Act 1987;
 - (g) Consumer Protection from Unfair Trading Regulations 2008;
 - (h) Consumer Rights Act 2015;
 - (i) Copyright, Designs and Patents Act 1988;
 - (j) Courts and Legal Services Act 1990;
 - (k) Energy Act 1976;
 - (l) Energy Conservation Act 1981;
 - (m) Enterprise Act 2002;
 - (n) Estate Agents Act 1979;
 - (o) European Communities Act 1972;
 - (p) Explosives Act 1875;
 - (q) Fireworks Act 2003;
 - (r) Fraud Act 2006;
 - (s) General Product Safety Regulations 2005;
 - (t) Hallmarking Act 1973;
 - (u) Health and Safety at Work etc. 1974;
 - (v) Intellectual Property Act 2014;
 - (w) Licensing Act 2003;
 - (x) Medicines Act 1968;
 - (y) Prices Acts 1974 and 1975;
 - (z) Proceeds of Crime Act 2002;
 - (aa) Road Traffic Acts 1988 and 1991;
 - (bb) Trade Descriptions Act 1968;
 - (cc) Trade Marks Act 1994; and
 - (dd) Video Recordings Act 1984 and 2010

and all secondary legislation made under any of the specified legislation.

Joint Arrangements

11. The joint arrangements which have been established with other local authorities are :-
 - (a) North East Joint Health Scrutiny Committee;
 - (b) Tees Valley Joint Health Scrutiny Committee; and
 - (c) Durham Police and Crime Panel and Audit Committee

Executive Scheme of Members Delegation

1. Cabinet has delegated the following powers to the Cabinet Member with the Housing, Health and Partnerships Portfolio :-
 - (a) to make decisions on applications for Community Grants, subject to criteria; and
 - (b) to make decisions on applications for Discretionary Rate Relief, subject to criteria.
2. Cabinet has delegated the following powers to the Leader (or in his absence his nominated representative) in his capacity as this Council's representative on the Leaders' Board or any future successor body, to :-
 - (a) exercise all the necessary executive powers and functions relating to the preparation and revision of the Regional Strategy for the North East, as prescribed in Part 5 of the Local Authority, Economic Development and Construction Act 2009; and
 - (b) exercise all the necessary executive powers and functions relating to the North East Smart Ticketing Initiative (NESTI).

SCHEDULE 3

The following pages set out the membership of the Council's Scrutiny Committees.

1. Economy and Resources Scrutiny Committee
2. Adults Scrutiny Committee
3. Health and Housing Scrutiny Committee
4. Children and Young People Scrutiny Committee
5. Communities and Local Services Scrutiny Committee
6. General Role of the Council's Scrutiny Committees
7. Monitoring and Co-ordination Group

ECONOMY AND RESOURCES SCRUTINY COMMITTEE

MEMBERSHIP	
DARLINGTON BOROUGH COUNCIL 5 Conservative Group Members, 4 Labour Group Members, 1 Liberal Democrat Group Member and 1 Independent Member	5 x 4 x 1 x 1 x 0
OTHER MEMBERS	
TOTAL MEMBERSHIP –	11
QUORUM –	3

PROTOCOLS

The Scrutiny Committee cannot include any Member of Cabinet in its membership.

The Chair/Vice-Chair of a Scrutiny Committee cannot be the Chair/Vice-Chair of the Licensing or Planning Applications Committees.

TERMS OF REFERENCE

To undertake the Council's Scrutiny functions in relation to the following services

RESOURCES PORTFOLIO

Financial Management within the Council, including the Medium-Term Financial Plan (MTFP), Treasury Management, Local Taxation and Risk Management and Insurance

Transformation and Business Model Implementation

The Council's Corporate Planning Process, including the Organisational Development Strategy (ODS), Performance Management and the Efficiency Programme

Corporate Landlord, property and estates management

Corporate Procurement

Information Communication Technology (ICT)

Human Resources

Health and Safety

Communications and One Darlington Magazine

ECONOMY PORTFOLIO

Place Strategy, Policy and Performance

Planning and Related Policy

Economy and Housing Policy

Environment, Urban Design, Heritage and Sustainability

Climate Change

Development Management (Local Planning Authority matters)

Economic Development and Regeneration

- Employability
- Business Support
- Business Engagement
- Inward Investment
- Regeneration and Development
- Town Centre
- Environmental Health
- Building Control

Building Services Division

Housing Benefits

The Council's Customer Strategy and oversight of the Council's Customer Services and insight functions

Legal/Registrars and Democratic functions

The Council's Shared Services Partnership Xentrall

The Council's capital projects and design Services management

ADULTS SCRUTINY COMMITTEE

MEMBERSHIP	
DARLINGTON BOROUGH COUNCIL 5 Conservative Group Members, 4 Labour Group Members, 1 Liberal Democrat Group Member and 1 Green Party Member	5 x 4 x 1 x 0 x 1
OTHER MEMBERS	
TOTAL MEMBERSHIP –	11
QUORUM –	3

PROTOCOLS

The Scrutiny Committee cannot include any Member of Cabinet in its membership.

The Chair/Vice-Chair of a Scrutiny Committee cannot be the Chair/Vice-Chair of the Licensing or Planning Applications Committees.

TERMS OF REFERENCE

To undertake the Council's Scrutiny functions in relation to the following services

ADULTS PORTFOLIO

Adult Mental Health

Mental Health Services for Older People, Mental Capacity Act / Deprivation of Liberty Safeguards, and Approved Mental Health Practitioners

Assessment and Reviews, Physical and Sensory Impairment, First Point of Contact, Safeguarding Adults, On-going and Complex Care and Occupational Therapy

Life Stages Service (26 years and above)

Day Services

Supported Living

Reablement

Learning Disability Services

HEALTH AND HOUSING SCRUTINY COMMITTEE

MEMBERSHIP	
DARLINGTON BOROUGH COUNCIL 5 Conservative Group Members, 4 Labour Group Members, 1 Independent Group Member	5 x 4 x 0 x 1 x 0
OTHER MEMBERS	
TOTAL MEMBERSHIP –	10
QUORUM –	3

PROTOCOLS

The Scrutiny Committee cannot include any Member of Cabinet in its membership.

The Chair/Vice-Chair of a Scrutiny Committee cannot be the Chair/Vice-Chair of the Licensing or Planning Applications Committees.

TERMS OF REFERENCE

To undertake the Council's Scrutiny functions in relation to the following services

HEALTH AND HOUSING PORTFOLIO

Public Health functions

Integrated Health Commissioning

NHS

Council Housing Services, including Lifeline and Homelessness

Dolphin Centre

Eastbourne Sports Complex

Sports and Physical Activity Programme

CHILDREN AND YOUNG PEOPLE SCRUTINY COMMITTEE

MEMBERSHIP	
<p>DARLINGTON BOROUGH COUNCIL</p> <p>5 Conservative Group Members, 5 Labour Group Members, and 1 Green Party Member</p>	<p>5 x 5 x 0 x 0 x 1</p>
<p>OTHER MEMBERS</p> <p>Voting Members</p> <p>Non-voting Members</p>	<p>1 Church of England Diocese representative 1 Roman Catholic Diocese representative 3 Parent Governor representatives</p> <p>3 Community representatives 1 Secondary Teaching representative 1 Primary Teaching representative 1 Further Education representative 11-19 Partnerships representative Primary Schools Forum representative</p>
TOTAL MEMBERSHIP –	11
QUORUM –	3

PROTOCOLS

The Scrutiny Committee cannot include any Member of Cabinet in its membership.

The Chair/Vice-Chair of a Scrutiny Committee cannot be the Chair/Vice-Chair of the Licensing or Planning Applications Committees.

The voting representatives shall always be included in the membership.

TERMS OF REFERENCE

To undertake the Council's Scrutiny functions in relation to the following services

CHILDREN AND YOUNG PEOPLE PORTFOLIO

Education

Adult and Community Learning

Children's Safeguarding and Assessment

Looked After Children (including fostering and adoption)

Care Leavers

Life Stages (0-25)

COMMUNITIES AND LOCAL SERVICES SCRUTINY COMMITTEE

MEMBERSHIP	
DARLINGTON BOROUGH COUNCIL 5 Conservative Group Members, 4 Labour Group Members, 1 Liberal Democrat Group Member and 1 Independent Group Member	5 x 4 x 1 x 1 x 0
OTHER MEMBERS	
TOTAL MEMBERSHIP –	11
QUORUM –	3

PROTOCOLS

The Scrutiny Committee cannot include any Member of Cabinet in its membership.

The Chair/Vice-Chair of a Scrutiny Committee cannot be the Chair/Vice-Chair of the Licensing or Planning Applications Committees.

TERMS OF REFERENCE

To undertake the Council's Scrutiny functions in relation to the following services

STRONGER COMMUNITIES PORTFOLIO

Policing

Community Safety

Community Development

Community Grants

The Council's responsibilities
for the Fire and Rescue
Services

Street Scene Enforcement

Illegal Encampments

Private Sector Housing

Licensing of premises (except
where delegated to the
Licensing Committee)

Hackney Carriage and Private
Hire Vehicles (except where
delegated to the Licensing
Committee)

Trading Standards and Animal
Welfare

Co-ordination of the Council's
responsibilities under the
Floods and Water Act

Civil Contingencies and
Emergency Planning

LOCAL SERVICES PORTFOLIO

Street Scene Policy
(refuse/recycling/street
cleaning/grounds maintenance)

Crematorium and Cemeteries

Arboriculture

Countryside and Allotments

Parks, Open Spaces and Play
Areas

Waste Management

Fleet Management and
Maintenance

Head of Steam

Hippodrome

Events and Programming

Library Service

Strategic Arts

2025

Parking Enforcement

Transport Policy
Transport and Highways Asset
Management (roads, paths, rights
of way, street lighting, traffic
signals, signage)

CCTV

Transport and Highways Network
Management and Improvement
Schemes

Equalities

Road Safety

Voluntary Sector

Parking Policy

Supported Bus Services and
Concessionary Fares

Sustainable Transport

GENERAL ROLE OF THE COUNCIL'S SCRUTINY COMMITTEES

Within its terms of reference, the Scrutiny Committee will :-

review and/or scrutinise decisions made, or other action taken in connection with the discharge of any functions which are the responsibility of Cabinet (see Call-in procedures as set out in the Scrutiny Procedure Rules);

make reports or recommendations to the Council or Cabinet, with respect to the discharge of any functions which are the responsibility of Cabinet;

review or scrutinise decisions made, or other action taken, in connection with the discharge of any functions which are not the responsibility of the Cabinet; and

make reports or recommendations to the Council, or Cabinet, with respect to the discharge of any functions which are not the responsibility of Cabinet on matters which affect the Authority's area or the inhabitants of that area.

Policy Development -

Within its terms of reference, the Scrutiny Committee will:-

assist the Council and the Cabinet in the development of its budget and policy framework by in-depth analysis of policy issues;

conduct research, community and other consultation in the analysis of policy issues and possible options;

consider and implement mechanisms to encourage and enhance community participations in the development of policy options;

question Members of the Cabinet and/or Committees and Chief Officers about their views on issues and proposals affecting the area; and

liaise with other external organisations operating in the area, whether national, regional or local, to ensure that the interests of local people are enhanced by collaborative working.

Review -

The Scrutiny Committee may :-

review and scrutinise the decisions made by and the performance of the Cabinet, Committees and Council Officers, both in relation to individual decision, and over time;

review and scrutinise the performance of the Council in relation to its policy objectives, performance targets and/or particular service areas;

question Members of the Cabinet, Committees and Chief Officers about their decisions and performance, whether generally in comparison with service plans and targets over a period of time, or in relation to particular decisions, initiatives or projects;

monitor and challenge performance of the agreed targets for the Community Strategy.

question and gather evidence from any other person (with their consent):

make recommendations to the Cabinet, appropriate Committees or Council arising from the outcome of the scrutiny process; and

review and scrutinise the performance of other public bodies in the area and invite reports from them by requesting them to address the Scrutiny Committee and local people about their activities and performance.

In deciding what reviews are to be undertaken, Members will ensure that any work focuses on delivering outcomes and contributes to the strategic aims of the Council.

NOTES –

Officer Support -

Each Scrutiny Committee has a Lead Officer to support it, and, in the main, these Officers are from the relevant service delivery area.

Scrutiny Committees have access to any Officer or Member, who they feel may be able to assist in the review of any issue. They also receive support which is justifiable and is sufficient to provide both the administrative support and information required.

Role of the Chair -

The Chair will ensure that Scrutiny is Member-led and is focused on delivering outcomes.

Finance -

The Scrutiny Committees have no responsibility for the finances made available to them, the Monitoring and Co-ordination Group recommend resource allocation to the Assistant Director Resources

Annual Report -

Scrutiny Committees must report to Full Council on their workings and make recommendations to the Monitoring and Co-ordination Group for future work programmes and amended working methods if appropriate. These reports should be monitored to ensure that the outcomes of each review undertaken have improved, or made suggestions to improve service delivery.

PLACE SCRUTINY COMMITTEE
24 OCTOBER 2019

WORK PROGRAMME

SUMMARY REPORT

Purpose of the Report

1. To consider the work programme items scheduled to be considered by this Scrutiny Committee during the 2019/20 Municipal Year and to consider any additional areas which Members would like to suggest should be included.

Summary

2. Members are requested to consider the attached draft work programme (**Appendix 1**) for the remainder of the 2019/20 Municipal Year which has been prepared based on Officers recommendations and recommendations previously agreed by this Scrutiny Committee in the last Municipal Year.
3. Any additional areas of work which Members wish to add to the agreed work programme will require the completion of a quad of aims in accordance with the previously approved procedure (**Appendix 2**).

Recommendation

4. It is recommended that Members note the current status of the Work Programme and consider any additional areas of work they would like to include.
5. Members' views are requested.

Paul Wildsmith
Managing Director

Background Papers

No background papers were used in the preparation of this report.

Author : Hannah Fay

S17 Crime and Disorder	This report has no implications for Crime and Disorder
Health and Well Being	This report has no direct implications to the Health and Well Being of residents of Darlington.
Carbon Impact	There are no issues which this report needs to address.
Diversity	There are no issues relating to diversity which this report needs to address
Wards Affected	The impact of the report on any individual Ward is considered to be minimal.
Groups Affected	The impact of the report on any individual Group is considered to be minimal.
Budget and Policy Framework	This report does not represent a change to the budget and policy framework.
Key Decision	This is not a key decision.
Urgent Decision	This is not an urgent decision
One Darlington: Perfectly Placed	The report contributes to the Sustainable Community Strategy in a number of ways through the involvement of Members in contributing to the delivery of the eight outcomes.
Efficiency	The Work Programmes are integral to scrutinising and monitoring services efficiently (and effectively), however this report does not identify specific efficiency savings.
Impact on Looked After Children and Care Leavers	This report has no impact on Looked After Children or Care Leavers.

MAIN REPORT

Information and Analysis

6. The format of the proposed work programme has been reviewed to enable Members of this Scrutiny Committee to provide a rigorous and informed challenge to the areas for discussion.
7. Each topic has been reviewed to link it to the outcomes and the conditions in the Sustainable Community Strategy – One Darlington Perfectly Placed:-

SCS Outcomes

- a) Children with the best start in life
- b) More businesses more jobs
- c) A safe and caring community
- d) More people caring for our environment
- e) More people active and involved
- f) More people healthy and independent
- g) A place designed to thrive

Three Conditions

- a) Build Strong Communities
- b) Grow the Economy
- c) Spend every pound wisely

8. In addition, each topic links to performance indicators from the Performance Management Framework (PMF) to provide robust and accurate data for Members to use when considering topics and the work they wish to undertake. There are some topics where appropriate PMF indicators have not yet been identified however; these can be added as the work programme for each topic is developed.

Forward Plan and Additional Items

9. Once the Work Programme has been agreed by this Scrutiny Committee, any Member seeking to add a new item to the work programme will need to complete a quad of aims.
10. A copy of the Forward Plan has been attached at **Appendix 3** for information.

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APPENDIX 1**PLACE SCRUTINY COMMITTEE WORK PROGRAMME**

Topic	Timescale	Lead Officer/ Organisation Involved	SCS Outcome	Darlington Conditions	Link to Performance Management Framework (metrics)	Scrutiny's Role
Introduction to Environmental Health	24 October 2019	Mark Ladyman	A place designed to thrive More people caring for our environment A safe and caring community	Build strong communities	ENV 001 ENV 002 ENV 005 ENV 006 ENV 009 ENV 021 ENV 022 ENV 023 REG 301 REG 308 REG 312a REG 803	To gain an understanding of Environmental Health and current and future challenges.
Tees Valley Waste Management Contract	24 October 2019	Ian Thompson	A place designed to thrive More people caring for our environment	Grow the economy Build strong communities Spend every pound wisely		To give Scrutiny Members the opportunity to consider prior to Cabinet.

Topic	Timescale	Lead Officer/ Organisation Involved	SCS Outcome	Darlington Conditions	Link to Performance Management Framework (metrics)	Scrutiny's Role
Performance Management and Regulation/ Management of Change Regular Performance Reports to be Programmed End of Year Performance (including Compliments Comments and Complaints)	Quarter 2 – 12 December 2019	Relevant AD Relevant AD	A safe and caring community More businesses, more jobs More people caring for our environment A place designed to thrive	Build strong communities. Spend every pound wisely Grow the economy	Full Performance Management Framework suite of indicators.	To receive quarterly monitoring reports and undertake any further detailed work into particular outcomes if necessary.
Replacement of Dog Control Orders with Public Space Protection Order	12 December 2019	Ian Thompson	A safe and caring community A place designed to thrive More people caring for our environment	Build strong communities		

Topic	Timescale	Lead Officer/ Organisation Involved	SCS Outcome	Darlington Conditions	Link to Performance Management Framework (metrics)	Scrutiny's Role
Broadband Infrastructure in Darlington 2012 - 2020	12 December 2019/13 February 2020	Jochen Werres	A place designed to thrive	Grow the economy		To scrutinise progress of the Broadband Delivery (BDUK) and Local Full Fibre Network (LFFN) programmes
Medium Term Financial Plan	Special 10 January 2020	Elizabeth Davison	A safe and caring community More businesses, more jobs A place designed to thrive	Build Strong Communities Grow the Economy Spend every pound wisely		To enable the Committee to give consideration to those areas of the MTFP within the Committee's remit
Community Safety	13 February 2020	Ian Thompson	A safe and caring community A place designed to thrive	Build strong communities		

Topic	Timescale	Lead Officer/ Organisation Involved	SCS Outcome	Darlington Conditions	Link to Performance Management Framework (metrics)	Scrutiny's Role
Darlington Town Centre Update To include updates on:- <i>Darlington Town Centre Strategy 2019- 2030</i> <i>Strategic Sites Development Programme</i> <i>Car Parking Strategy</i> <i>Town Centre Parking</i>	16 April 2020	Mark Ladyman/Grah am Hall/ Dave Winstanley	A place designed to thrive	Build strong communities Grow the economy		To scrutinise progress of the Strategy Action Plan against outcomes
Economic Strategy	Mid 2020	David Hand/ Mark Carrigan	More businesses, more jobs	Grow the economy		To scrutinise progress of the Strategy Action Plan against outcomes and understand relationship with Tees Valley SEP and Local Plan.
Housing Strategy	Mid 2020	David Hand	A safe and caring community A place designed to thrive	Build strong communities Spend every pound wisely Grow the economy		To scrutinise progress of the Strategy Action Plan against outcomes.

Topic	Timescale	Lead Officer/ Organisation Involved	SCS Outcome	Darlington Conditions	Link to Performance Management Framework (metrics)	Scrutiny's Role
Monitoring Outcomes from the Medium-Term Financial Plan 2016-20 <i>Impact of ceasing/reducing the following and whether there has been any cost shunting to other areas within the Council :-</i> <i>Library Services including Mobile Library, Cockerton Library, Crown Street Library, Art Gallery and Local Studies</i>	Date to be confirmed	Ian Thompson/ Dave Winstanley/ Peter Carrick	A safe and caring community More businesses, more jobs A place designed to thrive	Spend every pound wisely		To monitor whether the savings identified are being achieved and consider the impact, if any, on residents
Bank Top Masterplan	Date to be confirmed	Dave Winstanley	A place designed to thrive	Spend every pound wisely Grow the economy		To influence the Bank Top Masterplan and ensure the best outcomes for Darlington's residents and its economy

Topic	Timescale	Lead Officer/ Organisation Involved	SCS Outcome	Darlington Conditions	Link to Performance Management Framework (metrics)	Scrutiny's Role
New Local Plan	Last considered 4 July 2019	David Hand	A place designed to thrive	Grow the economy		To update Scrutiny on progress preparing the Local Plan. To contribute to and influence the development of the New Local Plan.
Experience Darlington Including - Rail Heritage	Last considered 12 September 2019	Ian Thompson	More people caring about our environment More people active and involved	Build strong communities. Grow the economy		To contribute to the development of 'Experience Darlington' Strategy

Topic	Timescale	Lead Officer/ Organisation Involved	SCS Outcome	Darlington Conditions	Link to Performance Management Framework (metrics)	Scrutiny's Role
Monitoring Outcomes from the Medium-Term Financial Plan 2016-20 <i>Impact of ceasing/reducing the following and whether there has been any cost shunting to other areas within the Council :-</i> <i>Indoor /Outdoor Market</i>	Last considered 12 September 2019	Ian Thompson/ Dave Winstanley/ Peter Carrick	A safe and caring community More businesses, more jobs A place designed to thrive	Spend every pound wisely		To monitor whether the savings identified are being achieved and consider the impact, if any, on residents
Tees Valley Combined Authority Transport Strategy (to include Bus Services in the Tees Valley)	Last considered 12 September 2019	Dave Winstanley/ Tom Bryant TVCA	A place designed to thrive	Grow the economy		To contribute to and influence the Strategy to ensure the best outcomes for residents
Darlington Crematorium Refurbishment	Last considered 12 September 2019	Ian Thompson	A place designed to thrive	Spend every pound wisely		To give Scrutiny Members the opportunity to consider prior to Cabinet.

Performance Indicators

DBC Number:	Definition:
CUL 030	Total number of visits to the Dolphin Centre (all areas)
CUL 037	Number of shows held at the Hippodrome
CUL 038	Number of individual attendances at Hippodrome theatre shows
CUL 065	Number of physical visits to the Library
CUL 066	Number of book loans
CUL 067	Number of ICT sessions at the library
CUL 071	Number of visits to the Head of Steam
CUL 078	Number of shows held at the Hullabaloo
CUL 079	Number of individual attendances at Hullabaloo shows
CUL 080	Town centre footfall trend from previous year
ECI 104	Percentage of major planning applications decided within 13 weeks or within agreed time (EoT)
ECI 105	Percentage of non major planning development decisions within 8 weeks or within agreed time (EoT)
ECI 106	24 months to date % of non major planning development decisions within 8 weeks or within agreed time (EoT)
ECI 321	Monthly unemployed claimant count
ECI 327	Employment rate – all people economically active
ECI 329	Average annual income - Darlington residents
ECI 330	Average annual income - Darlington employees

ECI 401	New homes delivered against 5 year supply
ENV 001	Number of Ward Members who are leading or are involved in a litter or grounds maintenance based project
ENV 002	Number of Street Champions who are actively involved in litter picking a minimum of once per month
ENV 005	Local Environmental Quality Survey - % of 75 transects inspected that pass the Litter Code of Practice list
ENV 006	Total number of fly-tips reported
ENV 009	% household waste that is collected that is either reused, recycled or composted
ENV 021	% of small fly tips removed within target time
ENV 022	% of large fly tips removed within target time
ENV 023	Number of prosecutions for fly-tipping
REG 301	Environmental Health : Percentage of food premises which are inspected within the financial year in which they are due
REG 308	Environmental Health: Percentage of premises broadly compliant for food hygiene
REG 312a	Percentage of noise complaints investigated and completed within 6 weeks of the date of receipt (except where diary sheet returned)
REG 803	Trading Standards : Percentage of high risk inspections carried out
TCP 101	Bus punctuality - percentage of non-frequent bus services running on time
TCP 200	Percentage of principal roads where maintenance should be considered (A class)
TCP 202	Percentage of non principal roads where maintenance should be considered (B and C class)
TCP 203	Percentage of unclassified roads where maintenance should be considered
TCP 600	Number of people killed or seriously injured in road traffic accidents

TCP 601	Number of people slightly injured in road traffic accidents
TCP 602	Number of children killed or seriously injured in road traffic accidents
TCP 603	Number of children slightly injured in road traffic accidents
TCP 900	Overall Public Satisfaction with Public Transport Theme (National Highways and Transport Survey)

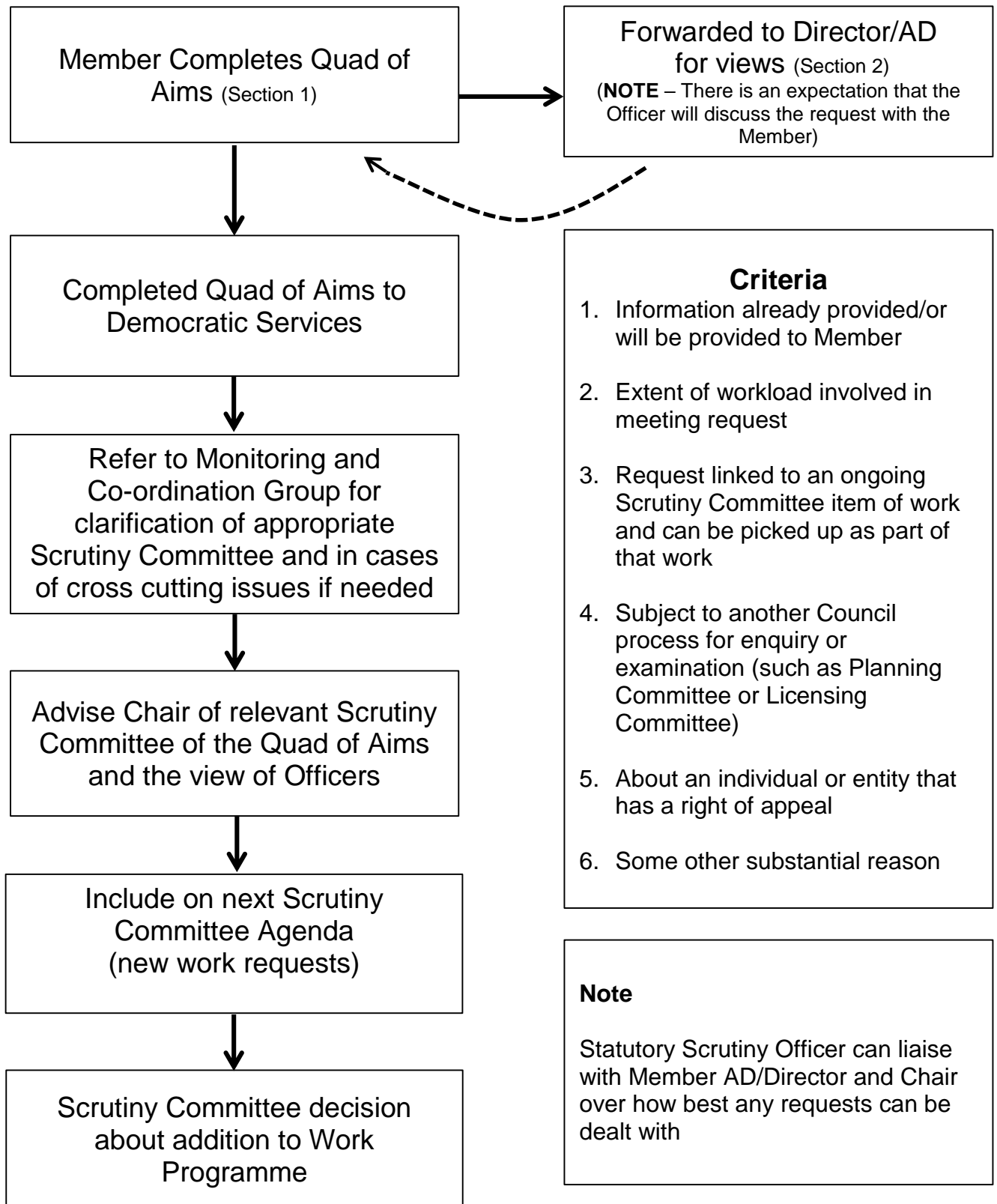
Archived items

Topic	Timescale	Lead Officer/ Organisation Involved	SCS Outcome	Darlington Conditions	Scrutiny's Role
Monitoring Outcomes from the Medium-Term Financial Plan 2016-20 <i>Impact of ceasing/reducing the following and whether there has been any cost shunting to other areas within the Council :-</i> <i>Street Cleansing, Environmental Crime, Litter and Ground Maintenance</i> <i>Concessionary fares</i>	 Last considered 28 June 2018	Ian Thompson/ Dave Winstanley/ Peter Carrick	A safe and caring community More businesses, more jobs A place designed to thrive	Spend every pound wisely	To monitor whether the savings identified are being achieved and consider the impact, if any, on residents

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Appendix 2

PROCESS FOR ADDING AN ITEM TO SCRUTINY COMMITTEE'S PREVIOUSLY APPROVED WORK PROGRAMME



PLEASE RETURN TO DEMOCRATIC SERVICES

QUAD OF AIMS (MEMBERS' REQUEST FOR ITEM TO BE CONSIDERED BY SCRUTINY)

SECTION 1 TO BE COMPLETED BY MEMBERS

NOTE – This document should only be completed if there is a clearly defined and significant outcome from any potential further work. This document should **not** be completed as a request for or understanding of information.

REASON FOR REQUEST?	RESOURCE (WHAT OFFICER SUPPORT WOULD YOU REQUIRE?)
PROCESS (HOW CAN SCRUTINY ACHIEVE THE ANTICIPATED OUTCOME?)	HOW WILL THE OUTCOME MAKE A DIFFERENCE?

Signed Councillor

Date

SECTION 2 TO BE COMPLETED BY DIRECTORS/ASSISTANT DIRECTORS

(NOTE – There is an expectation that Officers will discuss the request with the Member)

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<div>1. (a) Is the information available elsewhere? Yes No If yes, please indicate where the information can be found (attach if possible and return with this document to Democratic Services) (b) Have you already provided the information to the Member or will you shortly be doing so?</div> <div>2. If the request is included in the Scrutiny Committee work programme what are the likely workload implications for you/your staff?</div> <div>3. Can the request be included in an ongoing Scrutiny Committee item of work and picked up as part of that?</div> <div>4. Is there another Council process for enquiry or examination about the matter currently underway?</div> <div>5. Has the individual or entity some other right of appeal?</div> <div>6. Is there any substantial reason (other than the above) why you feel it should not be included on the work programme?</div>	<div>Criteria</div> <div>1. Information already provided/or will be provided to Member</div> <div>2. Extent of workload involved in meeting request</div> <div>3. Request linked to an ongoing Scrutiny Committee item of work and can be picked up as part of that work</div> <div>4. Subject to another Council process for enquiry or examination (such as Planning Committee or Licensing Committee)</div> <div>5. About an individual or entity that has a right of appeal</div> <div>6. Some other substantial reason</div>
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Signed Position Date

PLEASE RETURN TO DEMOCRATIC SERVICES

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FORWARD PLAN FOR THE PERIOD: 2 OCTOBER 2019 - 29 FEBRUARY 2020



What is a Forward Plan?

The Forward Plan is a list of all of the decisions, which are due to be taken by Cabinet. The Plan also includes all Key Decisions to be taken by Cabinet, a Member of the Cabinet or a designated Officer in accordance with the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulation 2012. It also gives notice of the decisions that are likely to be taken in private. These decisions need to be published on the Forward Plan at least 28 clear days before the decision is to be taken. The Plan is updated on an ad hoc basis, but at least once a month. It can be accessed on the Council website www.darlington.gov.uk.

What is a Key Decision?

A key decision in the Council's constitution is defined as to:

1. result in the Borough Council incurring expenditure which is, or the making of savings which are, significant having regard to the budget for the service or function to which the decision relates; or
2. be significant in terms of its effects on communities living or working in an area comprising one or more wards in the Borough.

What are the reasons that a report can be held in private?

Whilst the majority of the Executive decisions listed in this Forward Plan will be open to the public and media organisations to attend, there will inevitably be some decisions to be considered that contains, for example, confidential, commercially or personal information.

The Forward Plan is a formal notice under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 that some of the decisions listed in this Forward Plan will be held in private because the report will contain exempt information under Schedule 12A of the Local Government Act 1972 (set out below) and that the public interest in withholding the information outweighs the public interest in disclosing it.

1. Information relating to any individual
2. Information which is likely to reveal the identity of an individual
3. Information relating to the financial or business affairs of any particular person (including the authority holding that information)
4. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under the authority
5. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings
6. Information which reveals that the authority proposes:–
 - (a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

- (b) to make an order or direction under any enactment
7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

Who takes Key Decisions?

Under the Council's constitution, key decisions are taken by Cabinet.

Are only Key Decisions listed in the Forward Plan?

The Council only has a statutory obligation to publish key decisions and decisions that are to be heard at a private meeting, however, all decisions to be taken by Cabinet are included on the plan to give Scrutiny Committees and the public an early indication of decisions to be made.

What does the Forward Plan tell me?

The Plan gives information about:

- What decisions are coming up
- What key decisions are coming up
- When those decisions are likely to be made
- Which decisions will be held in private
- Who will make those decisions
- The relevant Scrutiny Committee that the decision relates to
- What consultation will be undertaken
- Whether the decision will be an open or closed report (and the reason why) (public and press are not allowed to access closed reports and will not be able to stay in the Cabinet meeting when a closed report is being considered)
- Who you can contact for further information

How to make representations

Members of the public have a right to make representations to the Council, including whether they think that any items we are proposing to consider in private should be dealt with in public. The Council will consider any representations before a decision is taken.

Anyone who wishes to make representations to the decision maker about a particular matter should do so in writing, at least a week before it is due to be considered, either by letter or email to Lynne Wood using the contact details set out below.

How and who do I contact?

Each entry in the Plan indicates the names of all the relevant people to contact about that particular item.

For general information about the decision-making process and for copies of any documents outlined in the Forward Plan please contact Lynne Wood, Elections Manager, Democratic Services, Resources Group, Town Hall, Feethams, Darlington, DL1 5QT. Tel: 01325 405803. Email: lynne.wood@darlington.gov.uk.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title	Decision Maker and Date	Page
Darlington Crematorium Refurbishment	Cabinet 8 Oct 2019	6
Housing Allocation Policy	Cabinet 8 Oct 2019	7
Town Centre Car Parking	Cabinet 8 Oct 2019	8
Crown Street Library Trustees	Cabinet 8 Oct 2019	9
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DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Darlington Crematorium Refurbishment

Brief Description

To present the options to Members to consider regarding refurbishment of the existing Crematorium in West Cemetery.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

8 Oct 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Leisure and Local Environment Portfolio

Contact Officer/Report Author

Ian Thompson, Assistant Director Community Services

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Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

Meetings and survey with Funeral Directors and Faith Leaders.

Document to be submitted

Cabinet Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Housing Allocation Policy

Brief Description

Changes are being made to the Tees Valley Allocation Policy to reflect the legislative requirements around the Homelessness Reduction Act 2017, to ensure the policy is clear and transparent for applicants.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

8 Oct 2019

Relevant Scrutiny Committee

Adults and Housing Scrutiny Committee

Relevant Cabinet Member(s)

Housing, Health and Partnerships Portfolio

Contact Officer/Report Author

Janette McMain

Janette.McMain@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

Public consultation has been undertaken via a press release and survey around the Common Allocations Policy, with website links to the survey on the Compass and DBC's websites. The survey has been widely circulated to staff in Housing and Housing Providers/Housing related providers asking they encourage their staff and customers to complete the survey.

Document to be submitted

Report and Housing Allocation Policy.

**DARLINGTON BOROUGH COUNCIL
FORWARD PLAN**

Title

Town Centre Car Parking

Brief Description

To consider parking options to support the town centre economy.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

8 Oct 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Economy and Regeneration Portfolio, Leisure and Local Environment Portfolio

Contact Officer/Report Author

Dave Winstanley, Assistant Director Capital Projects, Transport and Highways Planning
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Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Crown Street Library Trustees

Brief Description

To make arrangements for the appointment of additional trustees of the Crown Street building, independent of the Council.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

8 Oct 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Leader of the Council

Contact Officer/Report Author

Luke Swinhoe, Assistant Director Law and Governance
Luke.Swinhoe@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Schedule of Transactions

Brief Description

To consider the terms negotiated by the Director, on behalf of the Council, to enable contractually binding contracts to be completed.

(NOTE - this report is included on the agenda for each meeting of Cabinet but there are not always transactions to consider)

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Fully exempt 3 Information relating to the financial or business affairs of any particular person (including the authority holding that information)

Decision Maker

Cabinet

Date of Decision

8 Oct 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Guy Metcalfe, Head of Service for Asset Management and Investment
Guy.Metcalfe@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report and Schedule of Transactions.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Fairer Richer Darlington - Local Wealth Building

Brief Description

Tackling poverty and inequalities in Darlington by supporting local wealth creation that benefits all residents.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Seth Pearson, Partnership Director
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Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

Consultation with other anchor organisations.

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Tees Valley Joint Waste Management Contract

Brief Description

To approve the outline business case for Waste Management post 2025 and the associated inter-authority agreement.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Part exempt 3 Information relating to the financial or business affairs of any particular person (including the authority holding that information)

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Leisure and Local Environment Portfolio

Contact Officer/Report Author

Ian Thompson, Assistant Director Community Services
Ian.Thompson@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Objections to Traffic Orders – McMullen Road/Yarm Road

Brief Description

Proposed parking restrictions associated with the recent McMullen Road/Yarm Road roundabout improvement. The restrictions are considered to be required to maintain the free flow of traffic in accordance with the Council's statutory duty as set out in the Traffic Management Act 2004.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Leisure and Local Environment Portfolio

Contact Officer/Report Author

Andrew Casey

andrew.casey@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

Eastbourne; Red Hall and Lingfield

Consultation Process and Consultees

Letters and plans with Affected Residents and Ward Councillors

Document to be submitted

Report.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Rail Heritage Quarter

Brief Description

To present the outcome of work to date on the Rail Heritage Quarter, timeline for implementation and funding strategy.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Leisure and Local Environment Portfolio

Contact Officer/Report Author

Ian Thompson, Assistant Director Community Services
Ian.Thompson@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

Significant amount of consultation taken place through the production of the Masterplan for the Rail Heritage Quarter. This will be on-going through the further development.

Document to be submitted

Report and Master Planning Documents.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Joint Venture Proposal with Esh Homes

Brief Description

Proposal for New Sites outside the Darlington Boundaries.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Part exempt 3 Information relating to the financial or business affairs of any particular person (including the authority holding that information)

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Elizabeth Davison, Assistant Director Resources
elizabeth.davison@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Replacement of Dog Control Orders with Public Space Protection Orders

Brief Description

To request approval to commence consultation with the public regarding converting the existing Dog Control Orders into Public Space Protection Orders.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Economy and Regeneration Portfolio

Contact Officer/Report Author

Ian Thompson, Assistant Director Community Services
Ian.Thompson@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

8 week public consultation via website - Police, Crime and Victim Commissioner and Police will also be consulted

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Library Service Update

Brief Description

To present proposals to Members for the refurbishment of Crown Street Library and proposed service.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Leisure and Local Environment Portfolio

Contact Officer/Report Author

Ian Thompson, Assistant Director Community Services
Ian.Thompson@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

Meetings / discussions.

Officers will continue to work closely with the Friends of Crown Street Library through development proposals

Document to be submitted

Cabinet Report and Library Plan

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Council Tax Empty Property Premium

Brief Description

To consider and approve changes to the Council Tax Empty Property Premium from April 2020.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Council

5 Dec 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Anthony Sandys, Head of Housing and Revenues
anthony.sandys@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

Letter and e-mail

All current owners of long-term empty domestic properties where the Council Tax Empty Property Premium applies.

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Council Tax Support - Scheme Approval 2019.20

Brief Description

To consider and approve a draft Council Tax Support Scheme.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Council

5 Dec 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Anthony Sandys, Head of Housing and Revenues
anthony.sandys@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report and Council Tax Support Scheme.

**DARLINGTON BOROUGH COUNCIL
FORWARD PLAN**

Title

Revenue Budget Monitoring - Quarter 2

Brief Description

To provide a summary of the latest budget position.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Peter Carrick, Finance Manager Central/Treasury Management
peter.carrick@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Project Position Statement and Capital Programme Monitoring - Quarter 2

Brief Description

To provide information on the delivery of the Council's Capital Programme, the financial outturn position, financing of Capital expenditure and an update on the current status of all construction projects currently being undertaken.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Peter Carrick, Finance Manager Central/Treasury Management, Brian Robson, Head of Capital Projects
peter.carrick@darlington.gov.uk, brian.robson@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Darlington Town Centre Strategy 2019/30

Brief Description

To highlight the consultation response from the public and stakeholders with regards to the proposals for the improvements to Darlington Town Centre.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Economy and Regeneration Portfolio

Contact Officer/Report Author

Mark Ladyman, Assistant Director Economic Growth
mark.ladyman@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

Northgate; Park East

Consultation Process and Consultees

Consultation via website, 'One Darlington' magazine, meetings and information stand.
Public, partners and stakeholders.

Document to be submitted

Report and Strategy.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Haughton Children's Centre

Brief Description

To consider the proposed lease arrangement of the Haughton Children's Centre to the Education Village Academy Trust to provide Special Educational Needs and Disabilities (SEND) placements at Beaumont Hill Academy.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Children and Young People Scrutiny Committee

Relevant Cabinet Member(s)

Children and Young People Portfolio

Contact Officer/Report Author

Tony Murphy, Head of Education and Inclusion
Tony.Murphy@darlington.gov.uk

Department

Childrens and Adults

Wards Affected

Haughton and Springfield

Consultation Process and Consultees

Meetings and communications.
Education Village Academy Trust and Department for Education

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Acquisition of land at Snipe Lane

Brief Description

Acquisition of 4.8 acres of land and house adjacent to the land acquired by the Council from Darlington Farmers Auction Mart (DFAM) for residential development. This land gives the Council control to stop any conflicting uses next to the development land and it can either be sold for low density residential development or self-build plots now or it can be held longer term and developed as higher volume residential development in the longer term.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Part exempt 3 Information relating to the financial or business affairs of any particular person (including the authority holding that information)

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Efficiency and Resources

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Richard Adamson

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Department

Economic Growth and Neighbourhood Services

Wards Affected

Park East

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Darlington Town Centre – Property Acquisitions and Development Site Opportunities

Brief Description

To gain members approval for the proposed developments identified in Darlington Town Centre and agree to the use of Compulsory Purchase Order powers in order to complete land assembly.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

5 Nov 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Economy and Regeneration Portfolio

Contact Officer/Report Author

Mark Ladyman, Assistant Director Economic Growth
mark.ladyman@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

**DARLINGTON BOROUGH COUNCIL
FORWARD PLAN**

Title

Corporate Plan 2017-21

Brief Description

To receive an update on the Council's current Corporate Plan covering the period 2017 to 2021

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

3 Dec 2019

Relevant Scrutiny Committee

Efficiency and Resources

Relevant Cabinet Member(s)

The Leader

Contact Officer/Report Author

Neil Bowerbank, Head of Strategy, Performance and Communications
neil.bowerbank@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Mid-Year Prudential Indicators and Treasury Management 2019/20

Brief Description

To consider the revised Treasury Management Strategy, Prudential Indicators and providing a half-yearly review of the Council's borrowing and investment activities.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

3 Dec 2019

Council

30 Jan 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Peter Carrick, Finance Manager Central/Treasury Management
peter.carrick@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Review of Outcome of Complaints Made to Ombudsman

Brief Description

To provide Members with an update of the outcome of cases which have been determined by the Local Government, Social Care (LGSCO) and the Housing Ombudsman (HO).

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

3 Dec 2019

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Lee Downey, Complaints and Information Governance Manager
lee.downey@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Dolphin Centre Ten Pin Bowling

Brief Description

Proposals to introduce Ten Pin Bowling and extend the soft play within the Dolphin Centre.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

3 Dec 2019

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Leisure and Local Environment Portfolio

Contact Officer/Report Author

Ian Thompson, Assistant Director Community Services
Ian.Thompson@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

Park East

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Capital Strategy and Capital Programme

Brief Description

To consider the Council's proposed Capital Strategy and Capital Programme.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

10 Dec 2019

Council

20 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Peter Carrick, Finance Manager Central/Treasury Management
peter.carrick@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report, Capital Strategy and Capital Programme.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Medium Term Financial Plan

Brief Description

To propose a Medium Term Financial Plan (MTFP) for consultation.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

10 Dec 2019

Council

20 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio, Housing, Health and Partnerships Portfolio

Contact Officer/Report Author

Elizabeth Davison, Assistant Director Resources, Pauline Mitchell, Assistant Director Housing and Building Services
elizabeth.davison@darlington.gov.uk, pauline.mitchell@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

Full Consultation with Residents, staff, partners and Scrutiny Committees

Document to be submitted

Report and Medium Term Financial Plan.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Housing Revenue Account

Brief Description

To propose a Housing Revenue Account for consultation.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

10 Dec 2019

Relevant Scrutiny Committee

Adults and Housing Scrutiny Committee

Relevant Cabinet Member(s)

Housing, Health and Partnerships Portfolio

Contact Officer/Report Author

Pauline Mitchell, Assistant Director Housing and Building Services
pauline.mitchell@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

Meetings with Tenants Board.

Document to be submitted

Report and draft Housing Revenue Account.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Corporate Plan 2020/24

Brief Description

To consider the proposed Corporate Plan covering the period 2020 to 2024, and approve it for consultation.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet
Council

Date of Decision

10 Dec 2019
20 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Neil Bowerbank, Head of Strategy, Performance and Communications
neil.bowerbank@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

Consultation will be undertaken in conjunction with the Council's Medium Term Financial Plan (MTFP) and will include information in the 'One Darlington' magazine, social media, online survey, scrutiny committees and Member engagement.

Members, Residents, Staff, Partners and Local Businesses.

Document to be submitted

Report and Draft Corporate Plan.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Annual Audit Letter

Brief Description

High Level summary from the results of the audit work undertaken by Ernst & Young the Council's External Auditors

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

7 Jan 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Peter Carrick, Finance Manager Central/Treasury Management
peter.carrick@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report and Annual Audit Letter.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Permit System to Manage and Co-ordinate Roadworks

Brief Description

An update on work to develop a permit scheme for roadworks coordination that Councils across the country are being required to consider by the Department for Transport.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

7 Jan 2020

Relevant Scrutiny Committee

Place Scrutiny Committee

Relevant Cabinet Member(s)

Leisure and Local Environment Portfolio

Contact Officer/Report Author

Dave Winstanley, Assistant Director Capital Projects, Transport and Highways Planning
dave.winstanley@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

Meetings and correspondence with Statutory undertakers.

Document to be submitted

Cabinet Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Calendar of Council and Committee Meetings 2020/21

Brief Description

To consider and approve the Calendar of Council and Committee Meetings for the 2020/21 Municipal Year.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

4 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Lynne Wood, Elections Manager
Lynne.Wood@darlington.gov.uk

Department

Resources

Wards Affected

N/A

Consultation Process and Consultees

E-mail.
Internal consultees.

Document to be submitted

Report and Calendar of Council and Committee Meetings.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Project Position Statement and Capital Programme Monitoring - Quarter 3

Brief Description

To provide a summary of the latest Capital resource and commitment position, to inform monitoring of the affordability and funding of the Council's capital programme.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

4 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Peter Carrick, Finance Manager Central/Treasury Management, Brian Robson, Head of Capital Projects
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Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Revenue Budget Monitoring - Quarter 3

Brief Description

To provide an up to date forecast of the revenue budget outturn as part of the Council's continuous financial management process.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

4 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Peter Carrick, Finance Manager Central/Treasury Management
peter.carrick@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Schools Admissions 2021/22

Brief Description

To consider the Local Authority's Admission Arrangements for the 2021/22 academic year for maintained schools.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

4 Feb 2020

Relevant Scrutiny Committee

Children and Young People Scrutiny Committee

Relevant Cabinet Member(s)

Children and Young People Portfolio

Contact Officer/Report Author

Melanie Dickinson

Department

Childrens and Adults

Wards Affected

All Wards

Consultation Process and Consultees

Meetings and e-mail.

Consultation with Parents, Schools, Religious Authorities and the Local Community.

Document to be submitted

Report

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Medium Term Financial Plan

Brief Description

To recommend a Medium Term Financial Plan (MTFP) to Council for approval.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

11 Feb 2020

Council

20 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Elizabeth Davison, Assistant Director Resources
elizabeth.davison@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

Full consultation with residents, staff, partners and the Council's Scrutiny Committees.

Document to be submitted

Report and Medium Term Financial Plan

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Housing Revenue Account

Brief Description

To recommend the Housing Revenue Account to Council.

Decision Type

Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

11 Feb 2020

Council

20 Feb 2020

Relevant Scrutiny Committee

Adults and Housing Scrutiny Committee

Relevant Cabinet Member(s)

Housing, Health and Partnerships Portfolio

Contact Officer/Report Author

Pauline Mitchell, Assistant Director Housing and Building Services
pauline.mitchell@darlington.gov.uk

Department

Economic Growth and Neighbourhood Services

Wards Affected

All Wards

Consultation Process and Consultees

Meetings with Tenants Board.

Document to be submitted

Report and Housing Revenue Account

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Capital Strategy and Capital Programme

Brief Description

To recommend a Capital Strategy and Capital Programme to Council for approval.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

11 Feb 2020

Council

20 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Tracy Blowers

Tracy.Blowers@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report, Capital Strategy and Capital Programme.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Treasury Management Strategy and Prudential Indicators

Brief Description

To consider the Treasury Management Strategy, Prudential Indicators and providing a yearly review of the Council's borrowing and investment activities.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

11 Feb 2020

Council

20 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Efficiency and Resources Portfolio

Contact Officer/Report Author

Peter Carrick, Finance Manager Central/Treasury Management
peter.carrick@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

None

Document to be submitted

Report and Treasury Management Strategy.

DARLINGTON BOROUGH COUNCIL FORWARD PLAN

Title

Corporate Plan 2020/24

Brief Description

To consider the Council's Corporate Plan for 2020/24, following consultation, and recommend the Plan to Council for approval.

Decision Type

Non-Key

Decision Status

For Determination

Urgent Decision

No

Anticipated Restriction

Open

Decision Maker

Cabinet

Date of Decision

11 Feb 2020

Council

20 Feb 2020

Relevant Scrutiny Committee

Efficiency and Resources Scrutiny Committee

Relevant Cabinet Member(s)

Leader of the Council

Contact Officer/Report Author

Neil Bowerbank, Head of Strategy, Performance and Communications
neil.bowerbank@darlington.gov.uk

Department

Resources

Wards Affected

All Wards

Consultation Process and Consultees

Consultation will be undertaken in conjunction with the Council's Medium Term Financial Plan (MTFP) and will include information in the 'One Darlington' magazine, social media, online survey, scrutiny committees and Member engagement.

Members, Residents, Staff, Partners and Local Businesses.

Document to be submitted

Report and Corporate Plan.

**DARLINGTON BOROUGH COUNCIL
FORWARD PLAN**

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