

## Archived Decisions for the Portfolio Holder for Environment and Regulation 2012

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### ARCHIVED PORTFOLIO HOLDER DELEGATED DECISION

1.	<b>2012-02-16 ROYAL WELSH SHOW 2012 TEMPORARY STOPPING SITE FOR GYPSIES AND TRAVELLERS AT YSCIOG FIELD, BUILTH WELLS</b>
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(Pages 3 - 12)

2.	<b>2012-02-24 ANIMAL HEALTH AND WELFARE ENFORCEMENT - FUNDING, AND, CHANGE IN LICENCE FEE UNDER DANGEROUS WILD ANIMALS ACT 1976</b>
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(Pages 13 - 24)

3.	<b>2012-04-10 ANIMAL HEALTH AND WELFARE ENFORCEMENT - COLLABORATIVE WORKING ARRANGEMENTS BY TRADING STANDARDS, AND, APPROVAL OF UPDATED ENFORCEMENT POLICY</b>
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(Pages 25 - 48)

4.	<b>2012-04-18 NORTH AND MID WALES TRUNK ROAD AGENCY</b>
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(Pages 49 - 70)

5.	<b>2012-04-23 SALE OF FORMER COMMUNITY CENTRE, BROOKS</b>
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(Pages 71 - 76)

6.	<b>2012-05-02 SALE OF COUNTY FARM LAND AT UPPER SGYNLAS, GLASBURY ON WYE</b>
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(Pages 77 - 88)



**Decisions taken by Individual Portfolio Holders****Portfolio Holder for Corporate Governance and Assets and Portfolio Holder for Environment and Regulation****Decisions Taken 16 February 2012****Royal Welsh Show 2012 Temporary Stopping Place Site for Gypsies and Travellers at Ysciog Field, Builth Wells**

<b>DECISION</b>	<b>Reason for Decision:</b>
<b>That a planning application be submitted to provide a temporary stopping place for a two week around the Royal Welsh Agricultural Show for Gypsies and Travellers attending the Show and that the application covers a period of 5 years</b>	<b>To provide an official temporary stopping place for Gypsies and Travellers attending the Royal Welsh Agricultural Show and to prevent unauthorised encampments</b>

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By virtue of paragraph(s) 16 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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**Decisions taken by Individual Portfolio Holders**

**Portfolio Holder for Environment and Regulation**

**Decisions Taken 24 February 2012**

**Animal Health and Welfare Enforcement – Funding**

<b>DECISION</b>	<b>Reason for Decision:</b>
That the financial pressures on the Trading Standards Service are noted and the option to undertake additional Work on behalf of other authorities is supported.	The current service capability will continue to be maintained and further collaborative arrangements explored.

**Change in Licence Fee under Dangerous Wild Animals Act 1976**

<b>DECISION</b>	<b>Reason for Decision:</b>
That the fee for a 2 year licence issued under the Dangerous Wild Animals Act is amended to reflect the true cost to the authority of administering the licence and inspecting the premise and that £400 is charged for the period 2012 – 2014. Thereafter inflationary increases will be administered.	The legislation governing this aspect of Licensing has changed and authorities with DWA premises must issue 2 yearly licences. The fee charged needs to reflect the reduced administration involved.

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**CYNGOR SIR POWYS COUNTY COUNCIL.**

**PORTFOLIO HOLDER DECISION  
February 2012**

**REPORT AUTHOR: Trading Standards Manager (Montgomeryshire)**

**SUBJECT: Animal Health and Welfare Enforcement – Funding**

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**REPORT FOR: Information**

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**Summary**

This report provides information for members on the pressures that the Trading Standards Service is facing in relation to the future funding of its Animal Health Service.

The enforcement of the laws on the health and welfare of farmed animals is undertaken by the Trading Standards Service within the authority. In the aftermath of the Foot and Mouth Disease in 2001 which economically devastated the UK, the Government requested local authorities to increase their activities in the areas of critical importance within the sector and funded this directly to the service.

The table below shows how the funding has decreased since 2007/8 from approx £284,000 to the current years level (11/12) of £161,000,

	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12
£'000	271	284	253	262	253	161

In 2011 DEFRA delegated the funding arrangements to the Welsh Assembly Government but with a 37% reduction on the previous years amount. Funding subsequently allocated to local authorities was reduced in line, with Powys Council taking the largest cut in Wales (some £93,000). This was agreed by all authorities on the basis that a reformulation of the funding, based on authority work loads, would take place prior to the 2011/12 allocation.

The recognition that there was inequality in the distribution of funds between authorities based on their workloads certainly applied to Powys County Council which has the most gatherings of animals, most movements of animals, more dealers, hauliers and consequently the most enforcement activities in Wales. Proportionately we received approximately 12% of the funding allocated in Wales but conducted around 33% of the activities.

Detailed discussions took place in October / November 2011 aimed at fairer distribution of funds amongst Welsh Authorities and it was agreed that funding changes would occur for the forthcoming 3 year period but that these should be tapered to avoid some authorities taking huge hits to their budgets and

from having to make drastic staff reductions. It was agreed that the funding would be based on the number of animal movements in and out of counties, together with the activities conducted at Critical Control Points within each authority.

The tapering effect is shown in the table below demonstrating a slight rise over and above the 11/12 allocation for the next 2 years, but then a decrease down to £145k in 14/15. Members should note that next years funding is still some £83,000 LESS than the amount received in 2010/11

	2011/12	2012/13	2013/14	2014/15
All Wales Allocation £'000	1,200	1,000	800	600
PCC Allocation £'000	161	170	165	145

Attached as Appendix 1 is the funding allocation letter sent to all authorities for the 3 year period.

#### **ACTIONS TAKEN SO FAR**

**Staff Reductions** - There have been several staff reductions from natural wastage and some slippage through maternity leave within the animal health service which has reduced costs within the service.

**Increased Income** - through an innovative arrangement with Shropshire Council regarding the entering of their sheep movements onto the national database for which we have received considerable income and increased the efficiency of our Licensing operation which is based in the Brecon Office. No other such arrangement exists in Wales and we have now approached several other Welsh authorities to offer the same arrangement, which is being considered at present.

**Potential Future Activities** - We have been approached by a South East Wales authority to consider whether we can deliver their Animal Health Service in its entirety. That authorities funding has been so severely cut that it cannot run a viable animal health service but sees our expertise, availability of trained staff and our animal licensing operation as a service they can `buy in`. Discussions are currently underway but it is thought that there is a viable business case for undertaking this work on their behalf. This will protect Powys jobs and lead to greater efficiencies for both authorities.

**Reassessment of Work** - Naturally, the Action Plan submitted to Welsh Government will reflect the overall reduction in funds, and many animal gatherings previously attended will not now be visited by officers, particularly out of normal working hours.

## **Proposal**

The current funding of the Animal Health section is not fully covered by the allocation of funds from the Welsh Government, there being a shortfall of some £6,000 in year 1, £11,000 in year 2 and £30,000 in year 3. The proposed arrangement to deliver animal health services on behalf of the South East Wales authority will realise sufficient income to cover the shortfall for the next 2 years, and still deliver the required work for that authority.

As stated previously, the service has already lost some posts from its staffing levels and is now perceived to be at the absolute minimum staffing level to deliver an effective animal health service within the County. There is concern that a disease outbreak might result in an unsatisfactory response and for this reason it is proposed that the staffing levels are not reduced any further and that the authority should support the service in its attempt to increase income or be prepared to financially support the service from central funds.

There is concern that lack of attendance at many of the markets will lead to a rise in the number of welfare problems encountered, which will also lead to increased officer time investigating these incidences/premises. The AH service has a critical tipping point at which enforcement is negated due to lack of capacity and the concern is that the welfare standards that are currently higher than ever will suffer.

## **Powys Change Plan**

The role of the Trading Standards Services` animal health section is critical to ensuring a fair and level playing field for farmers and landholders within the County, enabling a trading environment which encourages investment in the farming industry in Powys.

The ability to effectively respond to a disease outbreak is a vital component in enabling the prevention of the spread of disease, controlling the areas of the county where disease exists and in aiding the recovery from such a devastating event. In 2007, Wales was released first from the movement standstills imposed by DEFRA because of the controls it had in place in preventing the movements of animals at a time where the source of the disease was not known at the time. The Trading Standards service is a key component in the PCPs aim to “develop the agriculture sector in Powys into a dynamic and competitive sector” in ensuring that the health and welfare of animals is maintained and improved in order to maximise prices paid through well run and policed markets, through farm inspections and checks on records and transportation of livestock.

The animal health sector also ensures that food chain integrity is maintained and that the identity and traceability of animals is secure

### **Options Considered/Available**

**Option1** Reduce the animal health service staffing levels to reflect the cut in grant funding received from Welsh Government.

**Option 2** Maintain current staffing levels and undertake additional paid work on behalf of other authorities to protect and enhance our ability to respond to a disease outbreak. We will continue with discussions about collaborative delivery of animal health services in Wales and endeavour to make Powys a centre of excellence in this field.

### **Preferred Choice and Reasons**

OPTION 2 provides the authority with the capability and stability needed for the forthcoming period, enabling the Animal Health service to be sustained at present levels of staffing and therefore enabling a resilient service in the event of a disease outbreak.

### **Sustainability and Environmental Issues/Equalities/Crime and Disorder,/Welsh Language/Other Policies etc**

N/A

### **Children and Young People's Impact Statement - Safeguarding and Wellbeing**

N/A

### **Local Member(s)**

This paper relates to the whole of Powys.

### **Other Front Line Services**

N/A

### **Support Services (Legal, Finance, HR, ICT, BPU)**

The Service Accountant can confirm that Finance have been involved in the analysis and reconfiguration of the service budgets going forward with the Trading Standards Manager based on the funding figures from WG for 12/13 onwards. Trading Standards has attracted an income of approx £18,000 through its data entry project with Shropshire and this is continuing for the 2012/13 year and that discussion has taken place about a purchased in option

with South East Wales authority that will also realise a net benefit to the service.

**Local Service Board/Partnerships/Stakeholders etc**

N/A

**Communications**

N/A

**Statutory Officers**

Strategic Director, Finance & Infrastructure (Section 151 Officer) – is in agreement with the Report as long as Option 2 is viable.

The view of the Strategic Director, Law & Governance is that:

The Trading Standards service has already seen significant cuts to its animal health service and is at the point where further cuts represents a significant risk to the authority should a disease outbreak occur and Powys farmers are involved. I support the Service`s attempt to maximise income and explore collaborative arrangements with other authorities. The Department has been bold in its actions with Shropshire Council and are obviously seen as a leading light in animal health matters in Wales and should be supported.

<b>Recommendation:</b>	<b>Reason for Recommendation:</b>
<b>That the financial pressures on the Trading Standards Service are noted and the option to undertake additional Work on behalf of other authorities is supported</b>	<b>The current service capability will continue to be maintained and further collaborative arrangements explored</b>

<b>Relevant Policy (ies):</b>			
<b>Within Policy:</b>	<b>Y / N</b>	<b>Within Budget:</b>	<b>Y / N</b>

<b>Relevant Local Member(s):</b>	
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<b>Person(s) To Implement Decision:</b>	
<b>Date By When Decision To Be Implemented:</b>	

<b>Contact Officer Name:</b>	<b>Tel:</b>	<b>Fax:</b>	<b>Email:</b>
K M Yorston	01597 826032		ken.yorston@powys.gov.uk

**Background Papers used to prepare Report:**

**Appendix 1 Letter to Chief Executives dated 23<sup>rd</sup> December 2011**

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**CYNGOR SIR POWYS COUNTY COUNCIL.**

**PORTFOLIO HOLDER DECISION  
February 2012**

**REPORT AUTHOR: Trading Standards Manager (Montgomeryshire)**

**SUBJECT: Change in Licence Fee under Dangerous Wild Animals Act 1976**

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**REPORT FOR: Decision**

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**Summary**

In 2010 the law relating to the fee to be charged for keeping dangerous wild animals changed, requiring authorities to charge a fee covering two years instead of one. Under this legislation, all authorities are required to charge a `reasonable fee` based on the costs of visiting these premises twice annually and administering the Licence application and issue.

The previous fee was £220 per annum and was based on a historic charging regime.

**Proposal**

It is proposed to adjust the fee to reflect the cost to the authority of issuing the Licence once every two years, whilst still visiting the premises twice annually. Bearing in mind that the authority has only one such premise located within its boundary and that that premise has one Ostrich, the proposal is to charge the premise £400 for the two yearly licence. Whilst this represents a reduction for the Licence holder, the authority has less expense in the administration of the licence.

Use has been made of a licensing process map produced by Pembrokeshire County Council for a project aimed at enabling authorities to be consistent in their approach to licensing fees, in calculating the costs.

**Powys Change Plan**

This has no effect on the PCP.

**Options Considered/Available**

Consideration has been given to other cost calculation methods but it is crucial for the service to be seen as consistent with other authorities in its fee structure and the use of the process mapping model outlined above demonstrates this.

**Preferred Choice and Reasons**

As above

**Sustainability and Environmental Issues/Equalities/Crime and Disorder,/Welsh Language/Other Policies etc**

No impact

**Children and Young People's Impact Statement - Safeguarding and Wellbeing**

No impact

**Local Member(s)**

This is a county wide issue.

**Other Front Line Services**

No impact

**Support Services (Legal, Finance, HR, ICT, BPU)**

The Service Accountant can confirm there will be a small reduction in income annually, however it is crucial for the service to have a charge that is consistent with other authorities.

**Local Service Board/Partnerships/Stakeholders etc**

No implications

**Communications**

None required

**Statutory Officers**

Strategic Director, Finance & Infrastructure – I note the comments of the Service Accountant.

Strategic Director, Law & Governance (Monitoring Officer) –**I agree with contents of report**

<b>Recommendation:</b>	<b>Reason for Recommendation:</b>
That the fee for a 2 year licence issued under the Dangerous Wild Animals Act is amended to reflect the true cost to the authority of administering the licence and inspecting the premise and that £400 is charged for the period 2012 – 2014. Thereafter inflationary increases will be administered.	The legislation governing this aspect of Licensing has changed and authorities with DWA premises must issue 2 yearly licences. The fee charged needs to reflect the reduced administration involved.

<b>Relevant Policy (ies):</b>	
<b>Within Policy:</b>	<b>Y</b>
<b>Within Budget:</b>	<b>Y</b>

<b>Relevant Local Member(s):</b>	
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<b>Person(s) To Implement Decision:</b>	
<b>Date By When Decision To Be Implemented:</b>	

<b>Contact Officer Name:</b>	<b>Tel:</b>	<b>Fax:</b>	<b>Email:</b>
Ken Yorston	01597 826032		ken.yorston@powys.gov.uk

**Background Papers used to prepare Report:**

The Dangerous Wild Animals Act Legislative Reform Order 2010

<http://www.defra.gov.uk/wildlife-pets/dangerous-wild-animals/>

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**Decisions taken by Individual Portfolio Holders**

**Portfolio Holder for Environment and Regulation**

**Decisions Taken 10 April 2012**

**Animal Health and Welfare Enforcement – Collaborative working arrangements by Trading Standards**

<b>DECISION</b>	<b>Reason for decision:</b>
<b>That Trading Standards pursues joint working arrangements and collaborative opportunities which are financially viable to its service delivery</b>	<b>The service has a rare opportunity to increase income by entering into service level agreements with neighbouring authorities on animal health services</b>

**Approval of updated Enforcement Policy**

<b>DECISION</b>	<b>Reason for Decision:</b>
<b>That the amended version of the Enforcement Policy be approved.</b>	<b>Amended version reflects latest developments</b>

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27<sup>th</sup> March 2012

**CYNGOR SIR POWYS COUNTY COUNCIL.**

**CABINET EXECUTIVE**

**Date 10<sup>th</sup> April 2012**

**REPORT AUTHOR: County Councillor Geraint Hopkins  
Portfolio Holder for Housing and Public Protection**

**SUBJECT: Animal Health and Welfare Enforcement – Collaborative  
working arrangements by Trading Standards**

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**REPORT FOR: Information**

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**Summary**

This report provides information for members on the current work being undertaken by Powys Trading Standards Service in relation to the Animal Health collaborative agenda in Wales and beyond. Members will be aware that The Welsh Government, through its `Simpson` Agenda, has been highlighting the need for authorities to work together and collaborate wherever possible to increase efficiencies and improve performance of public services.

The Trading Standards Service, whilst delivering a very local agenda has identified various aspects of its work which lend themselves a more regional approach, particularly in Animal Health and Welfare enforcement. The following paragraphs demonstrate the commitment that we have towards this agenda and the innovative approach adopted thusfar.

**Data Entry of Sheep Movements**

**Collaboration with Shropshire**

Members may already be aware that last year (2011/12), in a pilot project, Powys Trading Standards Service entered into a Service Agreement with Shropshire Trading Standards to enter licences for the movements of sheep into Shropshire onto the national database (Animal Movement Licensing System - AMLS) on their behalf. Movement forms were sent either directly by Shropshire markets or gathered by Trading Standards and then sent to our Licensing Office in Brecon, where they were inputted by staff employed by the BPU. A standard charge was levied and it is estimated that a reasonable profit (around 18k) was generated from approx 20,000 licences being sent through. This and some other initiatives, has assisted the Trading Standards service to minimise cuts to Animal Health staffing levels despite a severe funding cut levied by DEFRA, which was passed onto local authorities by WAG.

This agreement with Shropshire was the first such arrangement undertaken by any authority in Wales and its success is tantamount to the dedication and

support from the staff currently employed by the BPU and to the Licensing Officer and Managers located within the Brecon Office.

## **FURTHER COLLABORATIVE OPPORTUNITIES**

### **Animal Health Service Delivery Collaboration**

Enquiries and discussions with other authorities about potential collaborative opportunities has resulted in Blaenau Gwent County Borough Council (BGCBC) approaching us to see if we would consider not only entering data on sheep movements on their behalf, but also to deliver the whole of their Animal Health service under a Service Level Agreement. BGCBC is being so severely hampered in its ability to deliver an animal health service due to the cuts in its direct funding grant, that they see delivery by another authority - which has the necessary expertise in place - as the only viable option open to them. They have approached Powys Trading Standards directly with a request for us to consider this as an option.

A 3 year service level agreement and delivery plan will be developed under which Powys County Council will receive funds over the 3 year period to conduct inspections of their livestock farms (approx 100 in total), answer queries relating to animal health matters (approx 120 pa) and to deal with any animal welfare issues or disease control matters (rare). The amount being offered comfortably covers the anticipated cost of delivering these duties and again helps support our existing levels of staffing. This initiative effectively extends Powys` border by approx 20 miles to the south and is a very important development for us as an authority. Our officers will need to be authorised to take action within the BGCBC area. It is hoped that Powys members will support this innovative arrangement.

### **Other Data Entry collaboration**

The success of the Shropshire pilot has resulted in further enquiries from neighbouring authorities such as Merthyr Tydfil, Pembrokeshire, and Ceredigion. Merthyr Tydfil has decided to engage with Powys and we will, from 1<sup>st</sup> April 2012, be entering their sheep movements into AMLS. Such movements are mainly into the abattoir St Merryn Meats. This will again provide a valuable income to the Powys TS Service and increases further efficiencies within the Licensing Office.

### **Mid and West Wales Collaboration**

We have also been working with colleagues in Mid and West Wales to develop areas where benefit can be derived from having joint procedures and protocols in place which will lead to a consistency of service delivery, save costs in terms of development of such matters in each LA and where applicable share expertise in areas of specialism, such as in Zoo and Dangerous Wild Animals inspections. Colleagues from Ceredigion, Pembrokeshire and Carmarthen are working hard at arriving at mutually

agreeable documents and protocols will be in place shortly to which we have all agreed to follow.

An Action Plan has been developed covering such matters as Joint Licensing Conditions for Dog Breeding or boarding establishments, support for authorities dealing with a major disease outbreak or severe welfare problems in terms of officer support, responding jointly to Consultation documents and using a shared `out of hours` contact point for emergency referrals are all contained within this document and before such conditions are fundamentally changed I shall produce further Reports for members.

### **Proposal**

That the Trading Standards service continues to explore and develop such a collaborative agenda in relation to its animal health service with the view to sustaining staffing levels appropriate to its importance in animal health in Wales, and wherever financial opportunities arise, that they are considered in the light of the diminishing central funding.

### **Powys Change Plan**

The role of the Trading Standards Services` animal health section is critical to ensuring a fair and level playing field for farmers and landholders within the County, enabling a trading environment which encourages investment in the farming industry in Powys.

The ability to effectively respond to a disease outbreak is a vital component in enabling the prevention of the spread of disease, controlling the areas of the county where disease exists and in aiding the recovery from such a devastating event. In 2007, Wales was released first from the movement standstills imposed by DEFRA because of the controls it had in place in preventing the movements of animals at a time where the source of the disease was not known at the time. The Trading Standards service is a key component in the PCPs aim to “develop the agriculture sector in Powys into a dynamic and competitive sector” in ensuring that the health and welfare of animals is maintained and improved in order to maximise prices paid through well run and policed markets, through farm inspections and checks on records and transportation of livestock.

The animal health sector also ensures that food chain integrity is maintained and that the identity and traceability of animals is secure

### **Options Considered/Available**

**Option1** Powys Trading Standards does not consider collaborative arrangements and reduces its service according to the diminishing budget allocated by Welsh Government.

**Option 2** That Trading Standards considers and where appropriate undertakes additional paid work on behalf of other authorities which ultimately protects and enhances our ability to respond to a disease outbreak within our own County. We will continue with discussions about collaborative delivery of animal health services in Wales and endeavour to make Powys a centre of excellence in this field.

**Preferred Choice and Reasons**

OPTION 2 provides the authority with the capability and stability needed for the forthcoming period, enabling the Animal Health service to be sustained at present levels of staffing and therefore enabling a resilient service in the event of a disease outbreak.

**Sustainability and Environmental Issues/Equalities/Crime and Disorder,/Welsh Language/Other Policies etc**

N/A

**Children and Young People's Impact Statement - Safeguarding and Wellbeing**

N/A

**Local Member(s)**

This paper relates to the whole of Powys.

**Other Front Line Services**

N/A

**Support Services (Legal, Finance, HR, ICT, BPU)**

The Service Accountant can confirm that Finance have been involved in the analysis and reconfiguration of the service budgets going forward with the Trading Standards Manager based on the funding figures from WG for 12/13 onwards. Trading Standards has attracted an income of approx £18,000 through its data entry project with Shropshire and this is continuing for the 2012/13 year and that discussion has taken place about a purchased in option with Blaenau Gwent County Borough Council that will also realise a net benefit to the service.

**Local Service Board/Partnerships/Stakeholders etc**

N/A

**Communications**

N/A

### **Statutory Officers**

Strategic Director, Finance & Infrastructure (Section 151 Officer) – is in agreement with the Report as long as Option 2 is viable.

Strategic Director, Law & Governance (Monitoring Officer) – is in agreement with the report.

### **Members' Interests**

The Monitoring Officer is not aware of any specific interests that may arise in relation to this report. If Members have an interest they should declare it at the start of the meeting and complete the relevant notification form.

### **Future Status of the Report**

N/A

Members are invited to consider the future status of this report and whether it can be made available to the press and public either immediately following the meeting or at some specified point in the future.

<b>Recommendation:</b>	<b>Reason for Recommendation:</b>
<b>That Trading Standards pursues joint working arrangements and collaborative opportunities which are financially viable to its service delivery</b>	<b>The service has a rare opportunity to increase income by entering into service level agreements with neighbouring authorities on animal health services</b>

<b>Relevant Policy (ies):</b>			
<b>Within Policy:</b>	<b>Y</b>	<b>Within Budget:</b>	<b>Y</b>

<b>Relevant Local Member(s):</b>	
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<b>Person(s) To Implement Decision:</b>	
<b>Date By When Decision To Be Implemented:</b>	

<b>Contact Officer Name:</b>	<b>Tel:</b>	<b>Fax:</b>	<b>Email:</b>
K M Yorston	01597 826032		ken.yorston@powys.gov.uk

### **Background Papers used to prepare Report:**

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27 March 2012

**CYNGOR SIR POWYS COUNTY COUNCIL.**

**PORTFOLIO HOLDER DELEGATED DECISION  
Date 27<sup>th</sup> March 2012**

**REPORT AUTHOR: Kenneth M Yorston Trading Standards Manager**

**SUBJECT: Approval of updated Enforcement Policy**

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**REPORT FOR: Information**

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**Summary**

It is the responsibility of the County Councils Public Protection Service (Trading Standards and Environmental Health Services) to take appropriate actions in the event of a failure by individuals and businesses to comply with the legal requirements of many of the statutes enforced by those services.

Such enforcement activities can take many forms and will range from Verbal Warnings, Written Warnings, Improvement Notices, Fixed Penalties, Simple Cautions through to Prosecutions in the Magistrates Court or Crown Court. As such it is a requirement of the relevant Codes of Practice that clear policies and procedures are in place to deal with these matters in a consistent and professional manner.

Public protection have had in place for several years an Enforcement Policy (based on the Enforcement Concordat) which assists both Managers and Enforcement Officers in the processes and procedures involved in these very important aspects of our work.

**Proposal**

The Enforcement Policy has been reviewed following the latest legal guidance and developments and consequently has been updated to reflect these developments.

It is proposed that the Portfolio Holder for the Service, Cty Cllr. Geraint Hopkins approves the latest amendments this document.

The revised document is attached as an Appendix.

**Powys Change Plan**

No Impact

**Options Considered/Available**

No other options considered

**Preferred Choice and Reasons**

That approval is given to the amended version

**Sustainability and Environmental Issues/Equalities/Crime and Disorder,/Welsh Language/Other Policies etc**  
No Impact

**Children and Young People's Impact Statement - Safeguarding and Wellbeing**  
No impact

**Local Member(s)**  
County wide proposal

**Other Front Line Services**  
No impact, although the amended versions will be shared with other services as required.

**Support Services (Legal, Finance, HR, ICT, BPU)**  
No implications

**Local Service Board/Partnerships/Stakeholders etc**  
No implications

**Communications**  
No implications

**Statutory Officers**  
Strategic Director, Finance & Infrastructure (Section 151 Officer) - I agree that this document can be approved by the Portfolio Holder.

Strategic Director, Law & Governance (Monitoring Officer) - - I agree that this document can be approved by the Portfolio Holder.

**Members' Interests**  
N/A

**Future Status of the Report**  
The view of the Strategic Director, Law & Governance is that this updated document can be approved by the Portfolio holder.

<b>Recommendation:</b>	<b>Reason for Recommendation:</b>
<b>That the amended version of the Enforcement Policy be approved.</b>	<b>Amended version reflects latest developments</b>

<b>Relevant Policy (ies):</b>			
<b>Within Policy:</b>	<b>Y</b>	<b>Within Budget:</b>	<b>Y</b>

<b>Relevant Local Member(s):</b>	
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<b>Person(s) To Implement Decision:</b>	<b>K M Yorston Trading Standards manager</b>
<b>Date By When Decision To Be Implemented:</b>	

Contact Officer Name:	Tel:	Fax:	Email:
K M Yorston	01686 617524		ken.yorston@powys.gov.uk

**Background Papers used to prepare Report:**  
**None**

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**PUBLIC PROTECTION  
ENFORCEMENT POLICY**

# CONTENTS

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	Page
Amendment Record	3
1. The Purpose of our Enforcement Policy	4
2. Our Principles of Inspection & Enforcement	5
3. Compliance with Home Authority and Primary Authority Principle	6
4. Our Enforcement Actions	7
5. What You Can Expect of Us	9
6. Advice and Accessibility	10



## Amendment Record

ISSUE	DATE	APPROVED	SUMMARY OF CHANGE
1	2003	HoHPP	
2	2005	HOHPP	INCLUSION OF FIXED PENALTY NOTICES FOR NIGHT NOISE AND DOG FOULING OFFENCES.
3	2007	HoHPP	AMENDMENTS TO REFLECT ORGANISATIONAL CHANGES, AMENDMENT TO FSA CODE OF PRACTICE AND INTRODUCTION OF SMOKING BAN LEGISLATION.
4	2008	HoHPP	AMENDMENT TO REFLECT THE REQUIREMENTS OF THE MACRORY REVIEW, HAMPTON PRINCIPLES, STAUTORY REGULATOR'S COMPLIANCE CODE AND TO PROVIDE MORE DETAILED GUIDANCE ON THE ESCALATION APPROACH TO ENFORCEMENT.
5	2011		INCLUSION OF ADVICE ON HEALTH AND SAFETY MATTERS/KEY ADVICE ON PROCEEDS OF CRIME/ANIMAL HEALTH DECISION MAKING PROCESS
<b>Prepared by:</b>		<b>Approved by:</b>	
			<b>Issue No 5</b>

## Prosecution and Enforcement Policy

This is the Prosecution and Enforcement policy of Powys County Council's Public Protection Service, which includes Trading Standards, Environmental Health and Community Safety. It provides information on:

- the purpose of our enforcement policy
- our principles of inspection and enforcement
- our compliance with the 'home authority' and 'Primary Authority' principle
- our enforcement actions
- what you can expect of us
- our accessibility and advice details
- our commitment to you
- complaints, compliments and comments about our Service

We are committed to the principles of good enforcement, as set out in the Legislative and Regulatory Reform Act 2006, the Enforcement Concordat and the Regulators' Compliance Code, and the Regulatory, Enforcement and Sanctions Act 2008.

Within the context of this Policy, '**enforcement**' includes any action taken by officers aimed at ensuring businesses or individuals comply with the law-these actions may range from offering advice, information and issuing public warnings, to cautioning and instituting legal proceedings / prosecutions.

Compliance with this Policy will ensure that we will strive to be fair, impartial, independent and objective and will not be influenced by issues such as ethnicity or national origin, gender, religious beliefs, political views or the sexual orientation of the suspect, victim, witness or offender. Decisions will not be influenced by improper or undue pressure from any source.

### 1. The Purpose of our Enforcement Policy

Our regulatory functions involve officers carrying out our duties in various ways including: inspection, sampling, test purchasing, testing, investigation and prosecution, but also by informing, advising and educating businesses, consumers.

The purpose of our enforcement policy is to provide a framework to make sure that we work in an equitable, practical and consistent manner.

We recognise that prevention is better than cure and that most businesses want to comply with the law. We will endeavour to help these businesses and others to meet their legal obligations without unnecessary expense or burden. When a business or individual does break the law, we will consider all the surrounding circumstances before deciding whether formal action is appropriate.

A prosecution will only be brought if it is in the public interest to do so.

## **2. Our Principles of Inspection & Enforcement**

### **Targeting**

We aim to prioritise and direct our regulatory effort effectively using intelligence and relevant risk assessment schemes.

Such risk assessments will have regard to all available, relevant and good-quality data. We will give due consideration to the combined effect of the potential impact and likelihood of non-compliance – this approach will enable us to focus our resources on the areas that need them most and to ensure that persistent offenders are identified quickly.

### **Proportionality**

We will ensure that enforcement action is proportionate to the risks involved, and that the sanctions applied are meaningful.

### **Accountability**

We will be: accountable for the efficiency and effectiveness of our activities as outlined in the Regulators Compliance Code.

### **Fairness and Consistency**

We will treat all individuals, businesses and stakeholders fairly.

We will ensure that our enforcement practices are consistent – this means that we will adopt a similar approach in similar circumstances to achieve similar ends.

We will have regard to national guidelines in our decision-making processes.

We will operate robust prosecution procedures through a prosecution manual including an authorisation process for issuing surveillance as an operational tool only in cases of real need.

We will have a clear audit trail for all our decisions on prosecutions undertaken, including engagement with the prosecutor.

We will endeavour to ensure that enforcement decisions in relation to Local Authority run establishments are free from any conflict of interest. (Any serious breaches shall be brought to the attention of the Chief Executive without delay).

### **Openness and Transparency**

We are committed to the open provision of information and advice in a format that is accessible, easily understood and implemented.

We will ensure that there is always a clear distinction between those actions necessary to comply with the law, and those which we recommend as best practice but which are not compulsory.

Where businesses have acted against the law we may use publicity in order to raise awareness, to increase compliance and to improve monitoring of trade practices.

We may also publish the results of court actions and certain undertakings.

### **Supporting the local economy**

We recognise that a key element of our activity will be to facilitate and encourage economic progress against a background of protection. Wherever possible, we will work in partnership with businesses and with voluntary/community organisations, to assist them with meeting their legal obligations without unnecessary expense.

### **Reducing enforcement burdens**

Where there is a shared enforcement role with other regulatory agencies, e.g. Animal Health, the Health and Safety Executive or the Police, we will co-ordinate our actions with these agencies to minimise unnecessary overlaps or time delays and to maximise our overall effectiveness.

To ensure that investigations represent the full scope of alleged wrongdoing and to prevent repeated cases on the same matter, we will collaborate with other relevant local authorities and enforcement agencies, particularly where alleged offences have consequences beyond the boundary of Powys.

## **3. Compliance with Home Authority and Primary Authority Principle**

The Home Authority Principle enables Powys based businesses, where they trade or provide services that impact beyond Powys, to get advice and support from us on matters such as legal requirements, changes to the law and so forth. This usually takes the form of a semi-formal relationship.

In Powys, we support the Home Authority Principle, which has been developed to promote good enforcement practice and reduce burdens on business. The main objective is to create a partnership, which will provide positive benefits to both parties.

We will therefore:

- provide businesses for whom we are the 'home authority' with appropriate guidance and advice
- maintain records of our contacts with 'home authority' businesses to reduce the amount of information they have to provide to us
- support efficient liaison between local authorities
- provide a system for the resolution of problems and disputes

In April 2009, the Regulatory and Enforcement Sanctions Act 2008 introduced the Primary Authority Principle – in contrast to the Home Authority Principle, this is a formal relationship.

A Primary Authority is a local authority registered by the Local Better Regulation Office (LBRO) as having responsibility for giving advice and guidance to a particular business or organisation that is subject to regulation by more than one local authority. We will give due consideration to any business, based in Powys, that wishes to enter into such an arrangement.

## 4. Our Enforcement Actions

In deciding what enforcement action to take against an offender we will have regard to the following aims:

- to change the behaviour of the offender
- to eliminate any financial gain or benefit from non-compliance
- to be responsive and consider what is the most appropriate sanction for the particular offender and the regulatory issue concerned
- for the action to be proportionate to the nature of the offence and the harm/potential harm caused
- to restore the harm caused by regulatory non compliance, where appropriate
- to deter future non-compliance

The range of enforcement options available include the following:

### **No action**

In certain circumstances e.g. where the risk to, or detrimental impact on the community or environment is small, contravention of the law may not warrant any action.

### **Indirect action**

This may include referral to another authority or agency for information or action.

### **Verbal or written warning**

Where an offence has been committed but is not thought appropriate to take any further action, in which case the suggested corrective action and a timescale will be given together with access to clear guidance notes.

### **Statutory Notice**

These are used as appropriate in accordance with relevant legislation (they usually require the recipient to take specific action or to cease certain activities) e.g. suspension, seizure, forfeiture or voluntary surrender of goods/documents.

### **Health and safety legislation breaches**

When circumstances find that enforcement will be undertaken under health and safety legislation, consideration will also be taken of the Health and Safety Executive's Enforcement Policy Statement - . <http://www.hse.gov.uk/pubns/hse41.pdf>

Furthermore, any enforcement decision for health and safety will have been taken through the Enforcement Management Model.

### **Fixed Penalty Notices**

Certain offences are subject to Fixed Penalty Notices (FPN) - they are recognised as a low-level enforcement tool.

Where legislation permits an offence to be dealt with by way of a Fixed Penalty Notice (FPN), we may choose to administer a FPN on a first occasion, without issuing a warning. This avoids a criminal record for the defendant.

### **Penalty Notices for Disorder**

A Penalty Notice for Disorder (PND) is the fixed penalty option for offences such as the sale of alcohol to a minor.

### **Seizure**

Some legislation permits our Officers to seize goods and documents that may be required as evidence. When we seize goods, we will give an appropriate receipt to the person from whom they are taken. On some occasions, we may ask the person to voluntarily surrender the goods.

### **Forfeiture**

Some legislation allows us to apply to the court to seek forfeiture of goods, either in conjunction with a prosecution, or separately.

### **Injunctive action under the Enterprise Act**

The range of actions under this legislation include the following:

- formal undertakings
- interim orders
- court orders
- contempt proceedings

### **Review of Licences**

Where there is a requirement for a business to be licensed by a local authority e.g. Licensing Act, or other body then a review of the licence or permit may be sought where the activities or fitness of the license holder is in question.

### **Caution in accordance with the current Home Office circular**

To deal quickly and simply with less serious offences and to avoid unnecessary appearances in criminal courts.

A formal or simple caution is an admission of guilt but it is not a form of sentence, nor is it a criminal conviction - it may be cited in court in certain circumstances. For Trading Standards a record of the caution will be sent to other bodies that are required to be notified.

### **Taking animals into possession (Trading Standards)**

Under the Animal Welfare Act 2006, if a veterinary surgeon certifies that 'protected animals' are suffering or are likely to suffer if their circumstances do not change, we will consider taking them into possession and applying for Orders for re-imbursment of expenses incurred and subsequent disposal.

## **Prosecution**

A prosecution will only be undertaken when the evidence passes the 'Evidential Test' and when it is in the public interest to do so – we will have regard to the Crown Prosecution Service Code of Practice.

Where it is necessary to carry out a full investigation, the case will be progressed without undue delay. All investigations into alleged breaches of legislation will be conducted in compliance with statutory powers and all other relevant legislation (and relevant Codes of Practice), including the requirements of:

- Police and Criminal Evidence Act (PACE)
- Criminal Procedure and Investigations Act (CPIA)
- Regulation of Investigatory Powers Act (RIPA)
- Human Rights Act (HRA).

As part of the investigation process, persons suspected of breaching legal requirements will, wherever possible,

- be formally interviewed in accordance with PACE
- be given the opportunity to demonstrate that a statutory defence is available
- have the opportunity to give an explanation or make any additional comments about the alleged breach.

Before a decision to prosecute is taken, the alleged offence(s) will be fully investigated, a Report compiled by the Investigating Officer and the file reviewed by a Manager.

We will take into account the views of any victim, injured party or relevant person to establish the nature and extent of any harm or loss, including potential harm and loss and its significance in making the decision.

## **Proceeds of Crime Actions**

Their purpose is to recover the financial benefit that the offender has obtained from criminal conduct.

Applications may be made under the Proceeds of Crime Act for confiscation of assets in serious cases. Proceedings are conducted according to the civil standard of proof. Applications are made after a conviction has been secured and will be made by service areas based upon legal advice and advice from an accredited financial advisor. A decision on whether to institute proceedings in any particular investigation will not be influenced by the objective of securing monies via confiscation proceedings.

## **5. What You Can Expect of Us**

We will draw up clear service standards for our stakeholders including ones on customer care and publicise our performance to those standards.

You are entitled to expect our staff to:

- be courteous and helpful
- identify themselves by name and produce identification if requested
- provide a contact point for any further dealings
- give clear and simple advice
- confirm advice in writing on request, explaining why action is required and over what time-scale
- clearly distinguish between what you must do to comply with the law and what is recommended as best practice

- minimise the cost of compliance by requiring proportionate action
- give you reasonable time to comply (unless immediate action is necessary in the interest of health, safety or to prevent evidence being lost)
- notify you if the matter is to be reported for legal proceedings
- advise you of the procedure for making a complaint or representations in cases of dispute
- maintain confidentiality (subject to exchange of information with our enforcement partners through statutory information gateways)

Before any legal action is taken there will be an opportunity to discuss the case, although if we are considering a prosecution it will be a formal interview.

Where a right of appeal against a formal action exists other than through the courts, advice on the appeal mechanism will be clearly set out in writing at the time the action was taken.

### **Officers' Powers**

Our Officers have a wide variety of powers which include the power to enter premises and inspect goods, to require the production of books, documents or records and, when necessary, the power to seize and detain such goods, books and documents that they believe may be required as evidence.

Officers may also take with them such other persons and equipment as may be necessary when exercising powers of entry.

In certain cases, they may exercise an entry warrant issued by a Magistrate in order to gain access to premises.

If individuals obstruct Officers, they may be liable to prosecution.

### **Legal Action**

Before any legal action is taken there will be an opportunity to discuss the case, although if we are considering a prosecution it will be a formal interview.

Where a right of appeal against a formal action exists other than through the courts, advice on the appeal mechanism will be clearly set out in writing at the time the action is taken.

## **6. Advice and Accessibility**

We will constantly look to improve our service delivery through examination of our delivery processes including contact points. All details of our offices and services contact points, in all sections of Public Protection, are available by contacting 0845 602 7030 or via the details below.

**Website :** <http://www.powys.gov.uk/index.php?id=31&L=0>

<http://www.powys.gov.uk/index.php?id=76&L=0>

[\\_http://csp.powys.org.uk/index.php](http://csp.powys.org.uk/index.php)

**Email :** [public.protection@powys.gov.uk](mailto:public.protection@powys.gov.uk)

Council Offices	Council Offices	Council Offices	Council Offices
Neuadd Brycheiniog	Neuadd Maldwyn	The Park	Y Gwalia
Cambrian Way	Severn Road	Park Road	Ithon Road
Brecon	Welshpool	Newtown	Llandrindod Wells
Powys	Powys	Powys	Powys
LD3 7HR	SY21 7AS	SY16 2NZ	LD1 6AA

For consumer advice:- Contact our partner agency Consumer Direct Wales on:- Tel: 08454 04 05 06 - [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)

The Head of Service is Steve Holdaway who may be contacted at [steve.holdaway@powys.gov.uk](mailto:steve.holdaway@powys.gov.uk)

### **Our Commitment to You**

This policy and all associated enforcement decisions take account of the provisions of the Human Rights Act 1998. In particular, due regard is had to the following:

- Right to a fair trial
- Right to respect for private and family life, home and correspondence

We are committed to providing open, equal and timely access to our services. If you are unhappy with the service you have received, or we have failed to live up to our promises, managers are always willing to discuss with you the cause of your dissatisfaction, and will try to find a solution.

If you wish to make a complaint or send us a compliment or comment about our service:

- please contact the Head of Service at the address above, or
- you can use Powys County Council's complaints procedure which has a three step guide to disputes, or
- you can talk directly to your councillor.

If you are still not satisfied, and feel you have been caused injustice, we will tell you how to complain to the Local Government Ombudsman. The relevant ombudsman for Wales is available at <http://www.ombudsman-wales.org.uk>.

We will continually review our position regarding the use of enforcement options and additional sanctions under the Regulatory Enforcement and Sanctions Act 2008.

Furthermore, as we are continually seeking to improve our standards, this policy is subject to regular review.

March 2012

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**Decisions taken by Individual Portfolio Holders****Portfolio Holder for Environment and Regulation****Decisions Taken 18 April 2012****North & Mid Wales Trunk Road Agency**

<b>DECISION</b>	<b>Reason for decision:</b>
<b>That the Council should take part in the partnership and that it becomes a signatory to the new agreement once officers are satisfied with the obligations contained in the Partnership Agreement.</b>	<b>To be a member of the new partnership, which services the newly former North and Mid Wales Trunk Road Agency, thereby sustaining current service arrangements which benefit the county's highways service and provide work for the council's staff.</b>

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**CYNGOR SIR POWYS COUNTY COUNCIL.**

**Portfolio Holder Decision  
April 2012**

**REPORT AUTHOR: County Councillor Geraint Hopkins  
Portfolio Holder for Environment and Regulation**

**SUBJECT: North & Mid Wales Trunk Road Agency**

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**REPORT FOR: Decision**

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**1.0 Summary**

- 1.1 In order to progress the transfer of the Mid Wales Trunk Road Agency, as required by Welsh Government, to a new North and Mid Wales Trunk Road Agency, and to protect the council's interests there have been ongoing discussions to formulate a new Partnership Agreement between the constituent authorities who contribute services to the Agency.
- 1.2 The purpose of this report is to update members and to agree the Partnership Agreement as drafted so far.

**2.0 Proposal**

- 2.1 It is proposed that the council continues to provide services, which benefit the council, to the newly formed North and Mid Wales Trunk Road Agency, and that it becomes a member of the Partnership of councils through formal agreement. An update on background, current developments and the draft Partnership Agreement (not yet finalised) are contained at Appendices 1 to 3 attached.

**3.0 Corporate Improvement Plan**

- 3.1 The proposals will help the council retain a significant income stream which supports the in-house service provision for the benefit of the council and will help to sustain employment of the council's workforce.

**4.0 Options Considered/Available**

- 4.1 The council has worked hard to retain service provider status for the new Agency arrangements in order to protect its own services. If this had been lost there would inevitably been a detrimental impact on county services and the council's ability to deliver services effectively and efficiently.

**5.0 Preferred Choice and Reasons**

- 5.1 To retain work for the in-house providers and therefore work for the council's workforce.

## **6.0 Sustainability and Environmental Issues/Equalities/Crime and Disorder/Welsh Language/Other Policies etc**

6.1 The proposal is compatible with the council's sustainability objectives.

## **7.0 Children and Young People's Impact Statement - Safeguarding and Wellbeing**

N/A

## **8.0 Local Member(s)**

8.1 The proposal applies equally to all members who have Trunk Roads passing through their wards.

## **9.0 Other Front Line Services**

N/A

## **10.0 Support Services (Legal, Finance, HR, ICT, BPU)**

10.1 The Service Accountant commented: "The proposals will help to sustain work levels for all those services who support the council's activity on Trunk Roads and contribute to the Authority's fixed costs of operation. There is no problem with setting up a Joint Committee in this regard providing it meets the requirements of VAT legislation."

10.2 Legal - subject to agreeing the terms of the Partnership Agreement, Legal Services would support the recommendation.

## **11.0 Local Service Board/Partnerships/Stakeholders etc**

N/A

## **12.0 Communications**

12.1 Communications will be coordinated between the council's team and the new Agency lead authority Gwynedd County Council.

## **13.0 Statutory Officers**

The Strategic Director, Finance & Infrastructure commented: "I note the Accountant's comments that the proposal is within budget. It is important that HMRC are content with the VAT arrangements for the Joint Committee at an early stage."

The views of the Strategic Director, Law and Governance (Monitoring Officer) are that:-

"I agree with the recommendation subject to terms of the Partnership agreement being approved by legal officers".

## **14.0 Members' Interests**

14.1 The Monitoring Officer is not aware of any specific interests that may arise in relation to this report.

<b>Recommendation:</b>	<b>Reason for Recommendation:</b>
That the Council should take part in the partnership and that we should become a signatory to the new agreement once officers are satisfied with the obligations contained in the Partnership Agreement.	To be a member of the new partnership, which services the newly former North and Mid Wales Trunk Road Agency, thereby sustaining current service arrangements which benefit the county's highways service and provide work for the council's staff.

<b>Relevant Policy (ies):</b>			
<b>Within Policy:</b>	<b>Y</b>	<b>Within Budget:</b>	<b>Y</b>

<b>Relevant Local Member(s):</b>	
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<b>Person(s) To Implement Decision:</b>	
<b>Date By When Decision To Be Implemented:</b>	

<b>Contact Officer Name:</b>	<b>Tel:</b>	<b>Email:</b>
Steve Holdaway	01597 82 6613	Steve.holdway@powys.gov.uk

## **Background Papers used to prepare Report:**

F:\wlegal\Clarence\Reports\CABINET REPORT TEMPLATE VERSION 2

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**Final Draft**

| Appendix 3

***North and Mid Wales Trunk Road  
Agency***

***Partnership Agreement***

***2012***

<b>Contents</b>	<b>Page</b>
<b>The Agreement</b>	
<b>1. Definitions and Interpretation</b>	<b>1</b>
<b>2. Preliminary</b>	<b>2</b>
<b>3. The Partnership</b>	<b>2</b>
<b>4. Responsibilities of the Lead Authority</b>	<b>2</b>
<b>5. Commencement and Term</b>	<b>2</b>
<b>6. Staffing and Operational Matters</b>	<b>3</b>
<b>7. Service Provider Units</b>	<b>3</b>
<b>8. Service Delivery</b>	<b>3</b>
<b>9. The Joint Committee</b>	<b>3</b>
<b>10. Property</b>	<b>4</b>
<b>11. Liability</b>	<b>5</b>
<b>12. Termination</b>	<b>5</b>
<b>13. Financial Arrangements</b>	<b>6</b>
<b>The Schedule - Financial Arrangements</b>	<b>7-8</b>

**THIS AGREEMENT** is made the  
**B E T W E E N**

- **CEREDIGION COUNTY COUNCIL (1)**
  - **CONWY COUNTY BOROUGH COUNCIL (2)**
  - **DENBIGHSHIRE COUNTY COUNCIL (3)**
  - **FLINTSHIRE COUNTY COUNCIL (4)**
  - **GWYNEDD COUNCIL (5)**
  - **ISLE OF ANGLESEY COUNTY COUNCIL (6)**
  - **POWYS COUNTY COUNCIL (7) and**
  - **WREXHAM COUNTY BOROUGH COUNCIL (8)**
- ("the Authorities" and "Authority" means any one of them)

**WHEREAS:-**

- (1) Gwynedd Council as Lead Authority has entered into an Agency Agreement with the Welsh Government for the management, maintenance and improvement of trunk roads within the area of the Authorities
- (2) This Agreement is entered into to establish the relationship rights and liabilities between the Authorities in order to implement the Agency Agreement

**NOW IT IS AGREED** as follows:-

**1 Definitions and interpretation**

1.1 In this agreement unless the context otherwise requires:

- |  |   |
|--|---|
| <p>"the 1972 Act"</p> <p>"the 1980 Act"</p> <p>"the 1994 Act"</p> <p>"the 2000 Act"</p> <p>"Agency Accounts"</p> <p>"Agency Agreement"</p> <p>"Agency Area"</p> <p>"Agency Manager"</p> <p>"the Agency Service" or<br/>"the Service"</p> <p>"Agent"</p> <p>"Assembly"</p> <p>"Authority" or<br/>"Partner Authority"</p> <p>"Corporate Director"</p> <p>"Chief Officers"</p> <p>"Financial Year"</p> <p>"Further Agency Agreements"</p> <p>"Joint Committee"</p> <p>"Lead Authority"</p> <p>"Partnership"</p> | <p>means the Local Government Act 1972</p> <p>means the Highways Act 1980</p> <p>means the Local Government (Wales) Act 1994</p> <p>means the Local Government Act 2000</p> <p>means the accounts to be kept pursuant to paragraph 2 of the schedule to this Agreement</p> <p>means the North and Mid Wales Trunk Road Managing Agency Agreement relating to the maintenance and improvement of trunk roads made between the Assembly and the Lead Authority on behalf of the Authorities</p> <p>means the trunk roads within the area defined by the Agency Agreement</p> <p>means the person appointed by the Lead Authority to the post of managing the implementation of the Agency Agreement and also defined by the Agency Agreement</p> <p>means the service provided to the Assembly under the terms of the Agency Agreement</p> <p>means Gwynedd Council acting in its role as Lead Authority of the Partnership and as signatory to the Agency Agreement</p> <p>means the National Assembly for Wales,</p> <p>means any one of the Authorities</p> <p>means the Corporate Director at the Lead Authority with responsibility for leading on the Agency Agreement;</p> <p>means the chief officers of each of the Authorities with responsibility for delivering the Partnership Commitments of the Authority or their delegated officers</p> <p>Means a period of 12 months commencing on 1 April in any year and ending on 31 March in the following year</p> <p>means any further or additional agreement relating to trunk roads within the area of the Authorities</p> <p>means the "North and Mid Wales Trunk Road Agency Joint Committee" to be established under clause 9 of this Agreement</p> <p>means Gwynedd Council</p> <p>means the joint working arrangements established by the Authorities for the implementation and administration of the Agency Agreement.</p> |
|--|---|

“Service Provider Schedule	means the document defining the service delivery requirements between the Lead Authority and each Authority.
“Service Provider Unit”	means an in-house team, unit, section or department of an Authority which provides or carries out, or offers to provide or carry out, any direct service, contract service, professional service or support service pursuant to a Service Provider Schedule for the provision of Agency Services
“Termination”	means the termination of this Agreement pursuant to clause 12
“TRMU”	means the Trunk Road Management Unit.

- 1.2 Reference to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the making of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modifications)
- 1.3 References to “this Agreement” or to any other agreement or document referred to in this agreement mean this Agreement or such other agreement or document as amended, varied, supplemented, modified or novated from time to time, and include any schedules and appendices
- 1.4 Headings are inserted for convenience only and shall not affect the construction of this agreement
- 1.5 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.6 References to “parties” are references to the parties to this agreement and references to “persons” or “parties” shall include bodies corporate, unincorporated associations and partnerships
- 1.7 Any covenant by a party not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 1.8 References to “includes” “including” or “in particular” are to be construed as being by way of illustration and shall not limit or prejudice the generality of the foregoing words

**2 Preliminary**

- 2.1 This Agreement is made pursuant to the powers contained in the 1972 Act, Section 25 of the 1994 Act and section 20 of the 2000 Act as being conducive to the discharge of the functions of the Authorities as local highway authorities for the purposes of the 1980 Act
- 2.2 It is agreed between the Authorities that a joint committee shall be established pursuant to sections 101 and 102 of the 1972 Act section 25 of the 1994 Act and section 20 of the 2000 Act for the purpose set out in clause 9.2 and which shall be known as “The North and Mid Wales Trunk Road Agency Joint Committee”

**3 The Partnership**

- 3.1 The Partnership shall operate in accordance with the terms of this Agreement and the Authorities agree that the terms of the Agency Agreement are incorporated in this Agreement and each of them shall abide by those terms when delivering services pursuant to the Agency Agreement and terms of the Agency Agreement take precedence over the terms of this Agreement where there is any inconsistency
- 3.2 The Partnership shall come into effect upon the commencement date of the Agency Agreement and shall continue until Termination

**4 Responsibilities of the Lead Authority**

- 4.1 The Lead Authority shall, with the assistance of the remaining Authorities, be responsible for implementing the Agency Agreement and ensuring compliance with its requirements; allocating services to the Service Provider Units for the provision of the Agency Service; managing the TRMU; servicing and supporting the Joint Committee; operating and managing the Agency Accounts; establishing Standing Orders, Financial Regulations, Human Resource Strategies and Procurement Strategies; appointing staff or agreeing secondment of staff as required to implement the Agency Agreement and this Agreement; providing legal, financial and administrative support services to the TRMU, the Joint Committee and generally to support the Agency Agreement and monitoring and auditing all aspects of the TRMU’s operations
- 4.2 Any right or responsibility of the Lead Authority as Agent shall be exercised in accordance with this Agreement

**5 Commencement and Term**

- 5.1 This Agreement shall come into force on the date hereof
- 5.2 Termination shall be in accordance with clause 12
- 5.3 Following Termination of this Agreement whether pursuant to clause 12 or otherwise
  - 5.3.1 The provisions of clauses 1 (Interpretation) 11 (Liability) shall bind the parties and remain in full force and effect notwithstanding Termination;
  - 5.3.2 Any rights or obligations to which any of the parties may be entitled or be subject before Termination shall remain in full force and effect; and
  - 5.3.3 Termination shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event which gave rise to the Termination or any other right to damages or other remedy which any party may have in respect of any breach of this Agreement which existed at or before the date of Termination

**6 Staffing and Operational matters**

- 6.1 The staff structure for the TRMU shall be the responsibility of the Lead Authority. The staff of the TRMU shall be the employees of the Lead Authority.
- 6.2 Provision of services within the Agency Area shall be by Service Provider Units in accordance with Service Provider Agreements or external contractors in accordance with the Lead Authority's Financial Regulations and Contract Procedure Rules for the letting of contracts
- 6.3 Service Provider Units may, if required by the Lead Authority, operate within any part of the Agency Area in accordance with section 25 of the 1994 Act and in accordance with the Agency work allocation protocol contained within the Service Provider Agreement.

**7 Service Provider Units**

- 7.1 The staff structure and appointment of staff for any Service Provider Unit engaged in the provision of the Agency Service shall be the responsibility of the relevant Authority and each of the Authorities shall appoint sufficient and suitable staff to ensure that Service Provider Units meet their obligations under this Agreement.
- 7.2 Each Service Provider Unit shall be responsible for executing its part of its obligations under this Agreement not only in accordance with the Service Provider Schedule agreed with that authority but also in a proper workmanlike and substantial manner in accordance with generally accepted practice and with due regard to all relevant health and safety requirements either by law or which it is best practice to provide and shall be responsible for the safety, proper functioning, fitness for purpose and compliance with all legal requirements of all plant tools and equipment it brings into the Service

**8 Service Delivery**

- 8.1 In general, the Agency protocol for service delivery is that all suitable and relevant trunk road work shall be allocated by the TRMU to each Authority in respect of its own area on a subject to capability and capacity basis.
- 8.2 The details of service delivery arrangements for each Authority shall be set out in the Service Provider Schedule agreed between the Lead Authority and each Authority.
- 8.3 Each Authority shall ensure that it has sufficient and capable resources to deliver the service requirements set out in the Service Provider Schedule.
- 8.4 The Authorities undertake to use their best endeavours to provide the services set out in the Service Provider Schedule efficiently and demonstrably at value for money and in accordance with the requirements of the Agency Agreement.
- 8.5 The Lead Authority shall be responsible for all aspects of the TRMU's performance and compliance with the Agency Agreement and Welsh Government requirements. The TRMU shall be responsible for co-ordinating all necessary services and works in pursuance of the procedures as outlined above and as set out in individual Service Provider Schedules.
- 8.6 For ease of administration, authority to change an individual Service Provider Schedule shall, under this Agreement, be delegated for - agreement between the Agency Manager and a Chief Officer. Any disputes shall be dealt with as outlined in the procedure at paragraph 9.6 of this Agreement.

**9 The Joint Committee**

- 9.1 The Authorities shall form a joint committee (The North and Mid Wales Trunk Road Agency Joint Committee) for the purpose set out in clause 9.2
- 9.2 The Joint Committee shall be responsible for supporting the Lead Authority and Service Provider Units in meeting the requirements of the Agency Agreement and its terms of reference shall be:-

- 9.2.1 to monitor work allocation to Service Provider Units
- 9.2.2 to ensure that the TRMU satisfies Welsh Government requirements with regard to the Agency Agreement
- 9.2.3 to monitor performance of Service Provider Units
- 9.2.4 to receive reports on the management of the Partnership arrangements, and to take any necessary action to ensure that the operation of the Partnership is satisfactory
- 9.2.5 to monitor arrangements and proposals to enable continuous improvement of the service provided to the Welsh Government under the agency agreement
- 9.2.6 to consider issues referred to the Joint Committee under clause 9.6.

### **9.3 Meetings of the Joint Committee**

- 9.3.1 The Inaugural Meeting shall take place as soon as practicable following the signing of this Agreement. The Joint Committee shall thereafter meet at intervals agreed by the Joint Committee but at least once in every Financial Year and
- 9.3.2 the first meeting of the Joint Committee in any Financial Year shall take place before 30<sup>th</sup> September in that year
- 9.3.3 the time and venue for meetings of the Joint Committee shall be determined by the Chairman.
- 9.3.4 the provisions of paragraph 3 of Part 1 of Schedule 12 to the 1972 Act (calling of extraordinary meetings) shall apply to this Agreement subject to the variation that references to “five members” in that paragraph shall be construed as references to “Four Authorities”

### **9.4 Constitution of the Joint Committee**

- 9.4.1 The Joint Committee shall consist of eight (8) councillors one (1) from each of the Authorities. Deputies will be allowed when the appointed member for an authority is unable to attend.
- 9.4.2 Each Authority shall have one vote. Unless otherwise stated decisions shall be made by simple majority of votes. The quorum shall be at least one member from each of five Authorities.
- 9.4.3 Save as varied by this Agreement the Standing Orders of the Lead Authority shall apply to the proceedings of the Joint Committee and that Authority shall be responsible for the administrative arrangements in connection with the convening of meetings of the Joint Committee.
- 9.4.4 The proper officer of the Joint Committee for the purposes of the 1972 Act shall be the Chief Executive of the Lead Authority and the Scheme of Delegation of the Lead Authority shall apply so far as it is relevant.

### **9.5 Chairman and Vice-Chairman**

- 9.5.1 The Chairman and Vice-Chairman of the Joint Committee in any year shall not be from the same Authority.
- 9.5.2 The Chairman and Vice-Chairman may be consulted on amendments or variations to the Agency Agreement and on the entering into of further Agency Agreements

### **9.6 Role of Officers**

- 9.6.1 The Chief Officers shall ensure service delivery in accordance with this Agreement and any other agreements between the Lead Authority and Service Provider Units, and in accordance with the Agency Agreement
- 9.6.2 The Agency Manager shall act as reporting officer to the Joint Committee assisted as necessary by the Chief Officers
- 9.6.3 If any Chief Officer has reason to consider that the TRMU is procuring services in a way which is inconsistent with this Agreement he shall be required in the first place to raise the matter with the Agency Manager in order to resolve the issue;
- 9.6.4 If the Agency Manager considers that a Service Provider Unit is not fulfilling the requirements of this Agreement he shall raise the matter in the first place with the Chief Officer responsible for the Service Provider Unit in order to resolve the matter
- 9.6.5 If the issues raised in sections 9.6.3 or 9.6.4 remain unresolved, then the Chief Officer for the Service Provider Unit and the Corporate Director of the Lead Authority will consider the issue and seek to resolve the matter.
- 9.6.6 If, having considered the matter the issue remains unresolved the Chief Officer or the Corporate Director may refer the matter to the Joint Committee for determination.

**10 Property**

- 10.1 Each Service Provider Unit shall provide and shall repair and maintain all plant tools and equipment required to perform any Agency Service
- 10.2 If any plant tools or equipment are lent or hired by any Authority to another, the borrower shall take all reasonable measures required to preserve them in good condition, including all day-to-day maintenance, and shall promptly deliver them up to the lender on request as soon as they are no longer required

**11 Liability**

- 11.1 In the event of:
  - 11.1.1 a successful claim being brought against any or more than one of the Authorities arising in respect of negligence, nuisance, breach of statutory duty or any other tort or in respect of any other legal right or remedy, howsoever arising out of the performance of the works under the Agency Agreement, including, for the avoidance of doubt breach of the conditions or requirements of the Agency Agreement or
  - 11.1.2 any occurrence affecting or abating the valuation of any work or materials supplied pursuant to the Agency Agreement resulting from a breach thereof by any Authority, or
  - 11.1.3 a successful prosecution against any Authority or their employees in respect of any failure to comply with any legal requirement to be complied with during the course of the works under the Agency,

then as between the Authorities all liabilities, costs, claims, demands, expenses, fines and other penalties (including legal fees and expenses) arising therefrom or in any way relating thereto shall be borne by any Authority to the extent of its responsibility therefor, determined in accordance with the Schedule and the provisions of this Agreement generally, and each of the Authorities shall indemnify and keep indemnified and account to the other Authorities accordingly.
- 11.2 The provisions of this clause shall survive the termination of this Agreement.

**12 Termination**

**12.1 Termination of the Agency Agreement**

- 12.1.1 In the event of the termination of the Agency Agreement:-
  - 12.2.1.1 This Agreement shall automatically terminate on the same date as the effective termination of the Agency Agreement
  - 12.2.1.2 the Joint Committee shall cease to exist on the same date as 12.1.1.1 above and
  - 12.2.1.3 each Partner Authority shall bear its own costs, if any, which are not met by the Assembly

**12.2 Termination of this Agreement**

- 12.2.1 THIS Agreement may be terminated on the 1<sup>st</sup> April in any year by:-
  - 12.2.1.1 any one or more of the Partner Authorities serving on the Chief Executives of each of the other Authorities before the preceding 1<sup>st</sup> April Notice of Termination (“the Notice of Termination”) whereupon the remaining Authorities may conclude a revised partnership between themselves by not later than the 1<sup>st</sup> October following the Notice of Termination
  - 12.2.1.2 the Joint Committee passing a resolution supported by three fourths of its members before the preceding 1<sup>st</sup> April terminating this Agreement
- 12.2.2 In the event that no revised partnership is set up as provided in clause 12.2.1.1 or in the event of Termination under clause 12.2.1.2 the Lead Authority may make such arrangements as are necessary to provide the Agency Service either to the continuing satisfaction of the Assembly or until such time as a new Agency Agreement is entered into by the Assembly
- 12.2.3 IN the event of the Termination in the circumstances set out in clause 12.2.1.1 any costs of the Authorities reasonably incurred jointly and severally as a direct result of the Termination of this Agreement and the Agency Agreement, and which are not chargeable to the Agency account shall be reimbursed by the Authority or Authorities responsible for the Termination
- 12.2.4 In the event of the Termination in the circumstances set out in clause 12.2.1.2, each Authority shall bear its own costs

**PROVIDED THAT** in any event of Termination of this Agreement

- 12.2.5 any rights or obligations to which any of the Authorities may be entitled or be subject before Termination shall remain in full force and effect; and
- 12.2.6 Termination shall not affect or prejudice any right to damages or other remedy which any party to this Agreement may have which existed at or before the date of Termination or which occurred as a result of any act or omission prior to Termination

**13 Financial Arrangements**

THE financial arrangements for the administration of the Partnership shall be as set out in the Schedule to this Agreement.

**AS WITNESS** the hands of the parties hereto acting through their respective Chief Executives/Heads of Legal Service

**SIGNED** on behalf of

**CEREDIGION COUNTY COUNCIL  
CONWY COUNTY BOROUGH COUNCIL  
DENBIGHSHIRE COUNTY COUNCIL  
FLINTSHIRE COUNTY COUNCIL  
GWYNEDD COUNCIL  
ISLE OF ANGLESEY COUNTY COUNCIL  
POWYS COUNTY COUNCIL  
WREXHAM COUNTY BOROUGH COUNCIL**

**DRAFT**

**THE SCHEDULE****Financial Arrangements****1 Definitions**

In this Schedule all reference to the Head of Finance is deemed to be a reference to the “responsible financial officer” who, by virtue of section 151 of the Local Government Act 1972, is responsible for the administration of the financial affairs of the Lead Authority, and where this Annex refers to “the Head of Finance”, this shall mean “the Head of Finance or other Finance officer nominated as the Head of Finance’s representative”. All other terms shall have the meanings identified or defined for them in this Agreement or in the absence of definition as defined in the Agency Agreement.

**2 Agency Accounts**

- 2.1 The Head of Finance shall establish a separate account for any finances connected to the operation of the Agency Agreement within the Lead Authority’s financial systems. All payments from the Assembly in connection with the Agency Agreement will be paid into this account, and all payments to Authorities and other parties in respect of the Agency Service or the implementation of the Agency Agreement will be made from this account.
- 2.2 Operation of the Agency Accounts shall be in accordance with the Lead Authority’s Financial Regulations.

**3 Requisitions to the Assembly for Payment**

The Agency Manager shall be responsible for making requisitions and other applications for payments to the Assembly in accordance with the Agency Agreement. The Agency Manager will be accountable to the Head of Finance for ensuring that all payments due from the Assembly are fully claimed at the appropriate time.

**4 Contracts for Trunk Road Works**

- 4.1 All contracts with external contractors or providers which are administered directly by the Trunk Road Management Unit for the provision of the Agency Service will be made between the Lead Authority and the contractor. The Lead Authority will make all necessary payments to contractors and other suppliers and will recover the costs from the Assembly in accordance with the Agency Agreement.
- 4.2 Where a Service Provider Unit of an Authority procures works or services from an external contractor or provider for the provision of the Agency Service, the contract will be made between that Authority and the contractor. That Authority shall be responsible for making all payments and administering all aspects of the contract and shall then be reimbursed by the Lead Authority in accordance with the Agency Agreement, this Agreement and any agreement between the Lead Authority and the Service Provider Unit.
- 4.3 If the Assembly elects to let a contract directly, the Assembly will make all payments to contractors or other suppliers. If a Service Provider Unit is employed to prepare, supervise or administer any such contract, payment for such functions will be arranged through the TRMU in accordance with the relevant Agreements.
- 4.4 All contracts shall be let in accordance with the relevant Authority’s Contract Procedure Rules and the general law relating to public procurement.

**5 Works and Services Provided by Service Provider Units**

- 5.1 Allocation of works, professional or other services, or supply of goods relevant to the Agency Service to Partners shall be in accordance with the Service Provider Agreements
- 5.2 Any arrangements between two or more Service Provider Units in order to carry out works, or to provide a service or to supply goods relevant to the Agency Service shall comply with the provisions of this Agreement.
- 5.3 In the event of default by any Service Provider Unit to fulfil its obligations under an Agreement referred to paragraph 5.1, or a Joint Arrangement under paragraph 5.2, the Agency Manager shall take appropriate action to ensure adequate performance of the Agency Agreement. If such action results in additional cost to any Authority or the Assembly, these shall be recoverable from the relevant Authority within which the Service Provider Unit(s) is/are located.
- 5.4 Each Authority accepts liability for the operation of its own Service Provider Unit(s), including any financial losses which may arise in undertaking the Agency Service, and agrees to indemnify the other Authorities in respect of the same.
- 5.5 It will be a matter for each of the authorities to make appropriate provision for any costs or other risks associated with maintaining a Service Provider Unit or similar which provides an Agency Service;
- 5.6 The prices, rates and payments agreed between any authority (in respect of a service provider unit or otherwise) and the Agency manager will include all other direct and indirect costs and all allowances for overheads, contingencies, insurances and other risks associated with the service provided, works undertaken or function performed.

**6 Payments to Partner Authorities**

- 6.1 The Agency Manager shall agree payments to be made to a Service Provider Unit for work carried out, service provided or performance of other agreed functions and shall certify the sums due on vouchers submitted to the Head of Finance.
- 6.2 Payments from the Lead Authority to each Authority shall be made monthly in arrears on receipt of monthly invoices in line with Welsh Government requirements and paid by the Agency Manager within 10 working days of receipt, subject to the deduction of disputed amounts.

**7 Payments to Contractors etc**

- 7.1 The Head of Finance shall arrange payment of any sums due to external contractors, consultants or suppliers as certified by the Agency Manager. The Agency Manager and the Head of Finance shall ensure that such payments are made within any time limits included in the relevant contracts or agreements.
- 7.2 Where an Authority enters into a contract as set out in paragraph 4.2, the Authority is responsible for ensuring all payments to Contractors are made in accordance with the contract and for accounting to the Agency Manager and Head of Finance for all reimbursement claimed.

**8 Agency Budget**

- 8.1 The Head of Finance will prepare an annual budget for all income and expenditure involved in the implementation of the Agency Agreement in consultation with the Agency Manager. The Budget will include all expected expenditure by the Lead Authority and all expected income from the Assembly or elsewhere.
- 8.2 The Budget will separately identify the estimated cost of management and administration including the proposed provision for items such as training, staffing the TRMU and costs of accommodation together with an indication of how those costs are covered by the income.

**9 External Audit Arrangements**

Authorities shall supply all necessary information to enable the Lead Authority to comply with the auditing requirements of the Assembly and the Wales Audit Office.

**10 General**

All expenditure and reimbursable expenses incurred are as defined in the Agency Agreement.

## North & Mid Wales Trunk Road Agency

### Background

1. Responsibility for the trunk road network lies with the Welsh Government, but since the time of the former County Councils before local government reorganisation in 1996, the management and maintenance of these trunk roads has been undertaken by local authorities on the Welsh Government's behalf.
2. The map in Appendix 1 shows the network of trunk roads in North and Mid Wales.
3. In 2005, the Welsh Assembly Government as it was at the time, decided that it wished to deal with fewer authorities and decided that it wished to centre its operations around 3 areas, one each for North, Mid and South Wales.
4. The current agency agreement with the Welsh Assembly Government was due to expire last year but as they wanted to undertake a review of the current arrangements, we were asked to extend the arrangements until April 2012.
5. The review was driven by a desire by the Welsh Assembly Government to establish whether the arrangements operating in England (whereby the trunk roads are managed and works undertaken by the private sector) could be providing better value for money.
6. An evaluation of the financial benefits of the two types of arrangement was commissioned along with an examination of the wider economic benefits accruing from the current arrangements.
7. As part of this review the benefit to local authorities of retaining the current arrangements was emphasised both in terms of local employment and the economies of scale afforded to the county network. The Corporate Directors of every authority were at one on this issue.

### Latest developments

8. Immediately before the last Assembly elections, the Minister at the time announced that he intended to continue with the current arrangements subject to capability, capacity, performance and value for money.
9. This is of course good news as we can continue to share overhead recovery and retain local employment.
10. However, the Minister also noted that he wished to reduce the number of agencies and announced that he intended to terminate the Mid- Wales agency agreement. He subsequently decided that the Trunk Road areas should be co-terminus with the Taith and TRACC areas and that the Mid Wales Trunk Road Agency should join the North Wales arrangements.
11. It was proposed that the new arrangements would come into effect in April 2012 and discussions have since centred on merging the two trunk road units (which Gwynedd Council have been managing) and establishing the nature of the new agency agreement.

### **The new Agency Agreement**

12. The experience of implementing the previous agency agreement has established that it was not fit for purpose (as it was based on the commercial arrangements operational in England rather than the partnership approach adopted in Wales), and discussions on the new agency agreement have centred on streamlining the new agreement and ensuring that it reflects current practice.
13. However the current agencies are trying to ensure that a potential risk loophole contained in the previous agreement is closed, whereby a partner authority could be held liable for an action arising out of a defect which it had identified but which had not been actioned due to lack of funding by Welsh Government.
14. As a result of this issue and problems arising from difficulties being experienced by the Welsh Government itself, there have been some considerable delays in establishing the new agreement which Gwynedd Council will be required to sign and at the time of writing this report it has still not been finalised. Gwynedd Council's officers are pursuing the Welsh Government officials to obtain the final version.

15. Despite the fact that it is unlikely that the new agreement will contain anything different in any material respect from the current agreement (apart from mitigating a risk which we are currently carrying), until the new agency agreement is available it would not be appropriate for this authority to sign the new Partnership Agreement.

### **The new Partnership Agreement**

16. However, the new arrangements are due to take effect on 1 April 2012 as the current agency agreement expires on that date.
17. Gwynedd Council have therefore taken the view that they can delay no longer and have formulated a revised Partnership Agreement to ensure that it can be in place as from 1 April 2012.
18. The latest draft of the revised Partnership Agreement is attached as an appendix and was considered at a meeting of the North Wales Trunk Road Joint Committee at its meeting on 29 February and the Mid Wales Trunk Road Agency Joint Committee on 5 March.
19. It notes the rights and obligations of each partner to the agreement and the exact detail of what each partner has agreed to provide is contained in a Service Provider Schedule which has been the subject of discussions between the Trunk Road Unit's officers and this authority's officers.
20. The Partnership agreement largely replicates the clauses of the previous agreements but differs in the fact that it now contains the Mid Wales authorities as well as the North Wales authorities and contains some minor amendments.
21. The reality of course is that the operation of the agency has worked well over the past few years in both North and Mid Wales to the mutual benefit of all parties involved and these adjustments have been included in order to iron out minor issues which have arisen over the past operating period.
22. The duties of the Joint Committee (established under the provisions of the partnership agreement) have also been clarified and an escalation process

- included in order to iron out any problems in an effective and efficient manner.
23. These have been included in order to clarify the difference between the Joint Committee's functions and those of Taith / Tracc.
  24. Essentially, the Joint Committee exists in order to ensure that we meet the obligations of the Agency agreement (that is to say fulfil the Welsh Government's needs as the principal to the agreement) and to ensure that Gwynedd Council as lead authority treats the partners in a fair and equitable manner.
  25. Issues relating to transport policy are the prerogative of Taith and Tracc and this issue has caused some confusion in the past.
  26. As noted in clause 15 above it would be inappropriate for any partner authority to agree to the Partnership agreement without having formally seen the agency agreement , the obligations of which the partner authorities are agreeing to implement, but we need to be in a position to move quickly once the agency agreement has been made available.

### **Financial and risk considerations**

27. Assuming the underlying nature of the new agency agreement is the same as the previous arrangement, whereby we undertake management and works activity in relation to the trunk road network and that we get paid to undertake that service, the financial aspects and risks involved are largely those currently in operation.
28. In fact if the new agreement closes the loophole noted in clause 13 above, the risks to the authority will be reduced.
29. The greatest financial risk is if we decided not to take part in the partnership agreement as we would then lose the benefits to our own ability to share overheads and potentially lose the benefits to the local economy.

**Appendix 2**



**Decisions taken by Individual Portfolio Holders****Portfolio Holder for Corporate Governance and Assets and Portfolio Holder for Environment and Regulation****Decisions Taken 23 April 2012****Sale of former Community Centre, Brooks**

<b>DECISION</b>	<b>Reason for Decision</b>
<b>That the revised offer received from the prospective buyer of Brooks Community Centre, is accepted, subject to completion being achieved within 28 days of acceptance.</b>	<b>To dispose of a redundant and unused former School/community centre, generate income for the County Council, and reduce the demands on the Corporate Property revenue account.</b>

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of the Local Government Act 1972.

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## Decisions taken by Individual Portfolio Holders

Portfolio Holder for Corporate Governance and Assets and Portfolio Holder for Environment and Regulation

Decisions Taken 2 May 2012

Sale of County Farm land at Upper Sgynlas, Glasbury on Wye

DECISION	Reason for Decision
<p>That the land extending to approximately 1.190Ac and outlined on the attached plan by a red line, be sold for the sum reported as soon as is practically possible, subject to an agreement that the land sold shall be used for garden purposes only.</p>	<p>To generate income for the County Council without affecting the viability of the retained estate, whilst protecting the Council's position, in the event that the retained land is redeveloped in the future.</p> <p>To adhere the Councils Corporate Asset Policy.</p> <p>Additionally, to ensure that the sale is completed in a timely manner without unnecessary delay.</p>

Sale of 0.042 acre Land at Domgay Lane, Four Crosses

DECISION	Reason for decision:
<p>That a further 0.042 acre land at Domgay Lane is sold to Mr P Fowler for the sum reported with the County Council's costs also to be paid by him.</p>	<p>To achieve a cash receipt and square-off a field boundary.</p>

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